

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 6, 2004 – 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 Lott followed by the Pledge of Allegiance to the Flag led by Matthew Gatewood and Adam Barnett of Troop 39, Holy Savior Catholic Church.

ROLL CALL – City Clerk, Wayne Derrick

Present: Jehu Brabham - Alderman-At-Large
 Tony Hisaw - Alderman Ward 1
 Tony Greer - Alderman Ward 2
 Clint Brantley - Alderman Ward 3
 Phil Fisher – Alderman Ward 4
 Herb Touchton – Alderman Ward 5
 Sharbert Lott – Alderman Ward 6
 Ken Dreher - City Attorney

APPROVAL OF AGENDA ITEMS A-Y

MOTION made by Alderman Brabham and **SECONDED** by Alderman Brantley to approve Consent Agenda Items A-Y. **MOTION CARRIED UNANIMOUSLY**

**DESIGNATION OF TRACEWOOD SUBDIVISION AS AN OVERLAY DISTRICT
(PLANNED UNIT DEVELOPMENT “PUD”)**

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Greer to designate Tracewood Subdivision as an Overlay District (Planned Unit Development “PUD”). The Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

MOTION TO SET PUBLIC HEARING ON AMENDMENTS TO THE ZONING ORDINANCE

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve the setting of a Public Hearing on Amendments to the Zoning Ordinance for April 24, 2004. A copy of the Motion is attached. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF THE CITY'S PERSONNEL OFFICER AS THE PRIVACY OFFICER

Upon presentation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Brantley to approve the appointment of the City's Personnel Officer as the Privacy Officer for handling sensitive employee health insurance matters such as required by the Health Insurance Portability and Accountability Act ("HIPAA"). Appointment will be for and indefinite period or until such date as the Mayor and Board may choose. **MOTION CARRIED UNANIMOUSLY**

RECREATIONAL LAND LEASE BETWEEN THE CLINTON PUBLIC SCHOOL DISTRICT, LESSOR, AND THE CITY OF CLINTON

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to approve a recreational land lease beginning January 1, 2004 and ending December 31, 2029 between the Clinton Public School District, as lessor, and the City of Clinton on a parcel of land 66 acres, more or less, lying North of Cynthia Road and South of the Natchez Trace R.O.W., Section 16, Township 6 North, Range 1 West. A copy of said lease is attached. **MOTION CARRIED UNANIMOUSLY**

COMMERCIAL LAND LEASE BETWEEN THE CLINTON PUBLIC SCHOOL DISTRICT, LESSOR, AND THE CITY OF CLINTON

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** Alderman Brabham to approve a commercial land lease (Water Well #7) beginning January 1, 2004 and ending December 31, 2029 between the Clinton Public School District, as lessor, and the City of Clinton on a parcel of land .5 acres, more or less, lying North of Cynthia Road and South of the Natchez Trace R.O.W., Section 16, Township 6 North, Range 1 West. A copy of said lease is attached. **MOTION CARRIED UNANIMOUSLY**

**RECREATIONAL FACILITIES LEASE BETWEEN THE CITY OF CLINTON, LESSOR
AND THE CLINTON PUBLIC SCHOOL DISTRICT**

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to approve a recreational land lease beginning January 1, 2004 and ending December 31, 2012 on facilities located on a parcel of land 66 acres, more or less, lying North of Cynthia Road and South of the Natchez Trace R.O.W., Section 16, Township 6 North, Range 1 West. A copy of said lease is attached. **MOTION CARRIED UNANIMOUSLY**

**RESOLUTION IN SUPPORT OF THE DEDICATION OF U.S. HIGHWAY 80 AS KOREAN
WAR VETERANS MEMORIAL HIGHWAY**

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Lott to approve a Resolution in support of the dedication of U.S. Highway 80 from the Hinds County Line to the Rankin County Line as Korean War Veterans Memorial Highway. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

**ACCEPTANCE AND ABANDONMENT OF EASEMENTS FOR STORM DRAINAGE AT
APPLEBEE'S**

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brabham to abandon a storm drain easement originally granted to the City of Clinton by Joe T. Dehmer Development Phase One, Part Two, and accept a new storm drain easement granted to the City on property now owned by CNL Restaurant Services, DBA Applebees. Legal descriptions of abandoned easement and new easement are attached. **MOTION CARRIED UNANIMOUSLY**

**ISSUANCE OF REFUNDING BONDS ON OUTSTANDING GENERAL OBLIGATION
BONDS, SERIES 1995, \$1,000,000; SERIES 1996, \$3,100,000**

Upon presentation Wayne Derrick, City Clerk, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to authorize the firm of Holley, Grubbs, Mitcham & Phillips to facilitate the issuance of refunding bonds to liquidate the outstanding indebtedness on General Obligation Bonds Series 1995 and Series 1996, said action to reduce debt service costs of an estimated \$111,000, under current market conditions, without extending the repayment period beyond the current period of 2011; and that the Mayor be authorized to execute the necessary documents to call for the payment of outstanding amounts owed on the aforementioned bonds by the issuance of such refunding bond indebtedness. **MOTION CARRIED UNANIMOUSLY**

INCREASING THE FEDERAL SIGNAL CORPORATION CONTRACT FOR THE CITY'S SIREN SYSTEM

Upon presentation by Darrel McQuirter, Fire Chief, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Touchton to approve the increase of the Federal Signal Corporation contract for the City's Siren System from \$235,000 to \$242,000, which includes a digital controller for two Thunder Bolt Sirens. The contract is to be funded by Peoples Leasing. **MOTION CARRIED UNANIMOUSLY**

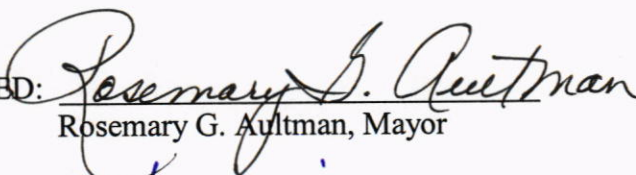
RESOLUTION TO AUTHORIZE PROCEEDING WITH CAPITAL IMPROVEMENTS LOAN APPLICATION FOR ONE-MILLION GALLON ELEVATED WATER STORAGE TANK

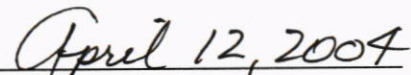
Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve a Resolution authorizing Mayor Aultman to proceed with Capital Improvements Loan application for one-million gallon elevated water storage tank. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:45 P.M.

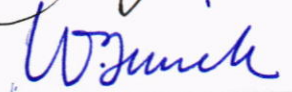
MOTION made by Alderman Brabham and **SECONDED** by Alderman Lott to adjourn. **MOTION CARRIED UNANIMOUSLY**

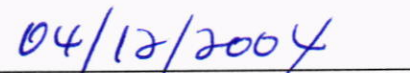
APPROVED:


Rosemary G. Aultman, Mayor


Date

ATTEST:


Wayne Derrick, City Clerk


Date



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET APR 06 2004

BOARD MEETING DATE: April 6, 2004

AGENDA ITEM NO. 7

CITY OF CLINTON

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Rezoning of Tracewood Subvision (Northside Dr) from R3 - PUD
Dale Keith - Developer

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256•••••

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning recommends approval.

BOARD ACTION:

MOTION MADE BY: Fisher

SECONDED BY: Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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.

APR 06 2004

OFFICIAL FORM

CITY OF CLINTON

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 LOCATED IN THE CITY OF CLINTON, MISSISSIPPI, AS DESCRIBED HEREIN AS "EXHIBIT A", FROM R3 - PATIO HOME DISTRICT TO PUD - PLANNED UNIT DEVELOPMENT

WHEREAS, Dale Keith (the "Applicant") did file a petition to rezone certain property from its present R3 use district classification to a PUD 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 23rd day of March 2004, 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, did recommend the petition of the applicants be approved, pursuant to Section 2406 of the Zoning Ordinance; 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 Fisher 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 meets the requirements of Section 2406.03 Criteria for Rezoning, the Mayor and Board of Aldermen specifically finding that a mistake was made in the original zoning map.

Section 3. That pursuant to Article XV of the Zoning Ordinance, the proposed facility shall be "PUD-Planned Unit Development".

Section 4. That the following described tract of real property be, and the same is, hereby rezoned from its present R3 use district classification to PUD use district classification and that said rezoning is consistent with the current Comprehensive Plan of the City of Clinton, to-wit:

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".

Section 5. That the City of Clinton Zoning Ordinance be, and the Official Zoning Map be, and the same hereby are, amended to reflect the foregoing change in the zoning of the above-described real property.

Section 6. That this ordinance shall take effect thirty days from and after passage.

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CITY OF CLINTON

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 6th day of March 2004.

A Motion for adoption was seconded by Alderman Greer 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:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>yes</u>

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted. The foregoing ordinance was approved this the 6th day of March 2004.

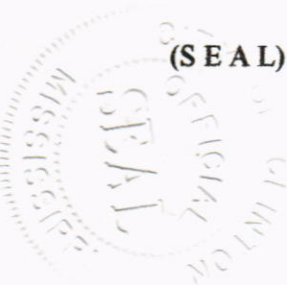
CITY OF CLINTON

Rosemary J. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Carol Warren, Deputy
WAYNE DERRICK, City Clerk

(SEAL)



APR 06 2004

EXHIBIT "A"**CITY OF CLINTON**

Commence at the southeast corner of the southwest quarter of the northwest quarter of section 21, Township 6 North, Range 1 West, Hinds County, Mississippi; run thence east for a distance of 682.23 feet to a point; run thence north for a distance of 1274.29 feet to a point on the south right-of way line of Northside Drive as said right-of-way is now laid out and established on the ground, reference to which is hereby made in aid of land and as part of this description; run thence north 32 degrees, 54 minutes, 55 seconds east and along said right-of-way line of Northside Drive for a distance of 125.00 feet to the point of beginning for the description of a parcel of land described as follows:

Continue thence north 32 degrees 54 minutes 55 seconds east along said right-of-way line of Northside Drive for a distance of 260.25 feet to a point; leaving said south right-of-way line of Northside Drive, run thence south 55 degrees 11 minutes 21 seconds east for a distance of 250.91 feet to a point; run thence north 332 degrees 28 minutes 59 seconds east for a distance of 234.97 feet to a point; run thence north 89 degrees 49 minutes 39 seconds west for a distance of 661.83 feet to a point; run thence north 57 degrees 41 minutes 33 seconds west for a distance of 197.67 feet to the point of beginning.

The above described parcel of land is located in the northeast quarter and the southeast quarter of the northwest quarter and the southwest quarter of the northeast quarter of Section 21, Township 6 North, Range 1 West, City of Clinton, Hinds County, Mississippi and 5 acres more or less.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 6, 2004

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Motion to set Public Hearing
Amendments to the Zoning Ordinance

*Public Hearing
April 24*

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

Touchton
Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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.

**MOTION TO SET PUBLIC HEARING TO AMEND
ZONING ORDINANCE**

I move that, pursuant to the Zoning Ordinance of the City of Clinton, a public hearing be set, as required, to amend the Zoning Ordinance as set out below and that said hearing take place on April 27, 2004 or as soon thereafter as possible before the Planning Commission.

AMENDMENT TO ZONING ORDINANCE

Adding Section 406.08 to the Zoning Ordinance as follows: *Portable storage containers may be placed in the front or side yard in a residential district not to exceed thirty (30) days, provided that the unit meets a ten (10) foot front yard setback and a five (5) foot side yard setback from the property lines. Exception: The building official may permit the placement of a portable storage container in a residential district for up to ninety (90) days, provided that the property owner has a valid building permit or has demonstrated that extenuating circumstances exist to justify the extension. Extenuating circumstances shall include, but not limited to, disasters such as tornado, fire or flood.*

Adding Section 406.09 to the Zoning Ordinance as follows: *No more than two (2) vehicles by any one (1) owner or seller may be offered for such incidental sale at any given time, provided the vehicle has been used for transportation by the owner. A pattern of offering vehicles for sale in this manner on a continuing basis shall be grounds for determining the sales to be non-incidental, and a violation of this Ordinance. Exception: Except for property zoned where such sale of vehicles is a permitted use.*

Removing Section 2316.01c – On-premise temporary signs relating to a sale or new product.

Removing Section 2316.02c – On-premise ground-mounted or wall sign relating to a sale or new product: *In addition to the maximum aggregate square footage permitted under Section 2316.03(a) and (b), temporary signs relating to a sale or new product may be erected. Such temporary signs may be made of fabric, but cannot be a portable sign. Such temporary signs shall not exceed an aggregate area of thirty (30) square feet per lot. If ground mounted, a temporary sale/new product sign shall be at least five (5) feet from all street right-of-way and comply with maximum height regulations under Section 2306. No more than one sign shall be allowed per street frontage.*

Removing Section 2316.03c – On-premise ground mounted or wall sign relating to a sale or new product: *Such sale/new product signs may be erected for a period not to exceed thirty (30) days.*

Removing Section 2318.6 – (except for allowed temporary signs)

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Modifying Section 2304.7 – Unilluminated, Ground-mounted Political Signs: Permitted in A-1, R-1, R-2, F-3, R-4 and PUD districts with a maximum area of six (6) square feet. A premise (lot) shall have not more than one (1) political sign per candidate. Such signs shall only be permitted on private property with the consent of the owner. All political signs shall be removed within seven (7) calendar days after the election in which the person's candidacy ends. Any person (candidate) who allows his/her signs to remain on any property for more than seven (7) days after the election shall be guilty of a violation of this Ordinance and subject to the penalties imposed herein. Political signs are not permitted in C-1, C-2, C-3, C-4, I-1, I-2 and S-1 districts. Any political signs placed within C-1, C-2, C-3, C-4, I-1, I-2 and S-1 districts shall be removed.

The foregoing Motion, having been reduced to writing, Alderman Tuchton moved that said Motion be adopted. Alderman Lott seconded. The vote was as follows:

Alderman Brabham voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>yes</u>

Approved on the 6th day of April, 2004.

CITY OF CLINTON, MISSISSIPPI

Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:

Carol Wanner, Deputy
Wayne Derrick, City Clerk



APR 06 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: April 6, 2004

AGENDA ITEM NO. 9

CONSENT AGENDA:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

Minutes _____
 Ordinance _____
 Resolution _____

Invoice _____
 Plans, Maps _____
 Contract _____

Other _____

DISCUSSION/ACTION: Appointment of the City's Personnel Officer as the Privacy Officer

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY: LottSECONDED BY: Brantley

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham _____
 Hisaw _____
 Greer _____
 Brantley _____
 Fisher _____
 Touchton _____
 Lott _____
 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

APR 06 2004

CITY OF CLINTON

Agenda of April 6, 2004

From Wayne Derrick, City Clerk

Appointment of the City's Personnel Officer as the Privacy Officer for handling sensitive employee health insurance matters as required by the Health Insurance Portability and Accountability Act ("HIPAA"). Appointment will for an indefinite period or until such date as the Mayor and Board may choose.

APR 06 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: March 16, 2004

AGENDA ITEM NO. 10.

CONSENT AGENDA:

ACCT. NO:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

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

DISCUSSION/ACTION: Leases at Traceway Park

Introduced by: Ken Dreher, City Attorney

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
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.

Motion Green
Second Brabham a.
Vote 4

Softball 66 acre lease @ \$19,800 PA, with
adjustments on on 8 + 16 year 01/01/04. 25 years.

Motion Green
Second Brabham b.
Vote 4

1/2 acre water well # \$4,350 PA 25 years

Motion Green
Second Brabham
Vote 4

c. 8 year lease to CPSD \$24,312 PA.

**16th SECTION LANDS
COMMERCIAL LEASE AGREEMENT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS COMMERCIAL 16TH SECTION LAND LEASE AGREEMENT, (hereafter "Lease Agreement"), made and entered into this the 17th day of December, 2003 by and between the **BOARD OF TRUSTEES OF THE CLINTON PUBLIC SCHOOL DISTRICT**, (hereinafter "LESSOR"), whose address is P. O. Box 300, Clinton, MS 39060-0300, Mississippi, telephone number 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 page 1705 of the minutes, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter called "subject property") to-wit:

Section 16, Township 6 North, Range 1 West

A parcel of land .5 acres, more or less, lying North of Cynthia Road and South of the Natchez Trace R.O.W.

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, 2004, and ending on the 31st day of December, 2029.
2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of \$4,350.00 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 LESSOR and LESSEE. 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 six percent (6%) of the amount of rent past due.
3. Rent Adjustment. The eighth and sixteenth anniversary 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 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 subject property 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 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 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 the 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 the 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 the 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 lease, sell, assign, transfer, and/or convey to others this Lease Agreement in whole and to encumber the same. However, any lease, assignment, transfer or conveyance shall be subject to the 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 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 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 first class 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:

Superintendent
Clinton Public School District
P. O. Box 300
Clinton, Mississippi 39060-0300

To LESSEE:

Mayor
Clinton of Clinton
P. O. Box 156
Clinton, Mississippi 39060-0156

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 the 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 the subject property as long as compliance is made with the terms of this agreement.

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 vale 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 Commercial 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 water well 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 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.
- (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. Reservations. LESSOR reserves title to all oil or gas, coal, ignite or other minerals in, on, or under said lease 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.

23. Rights-of-Way. LESSOR reserves the right to grant or sell right-of-way across any 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.

24. Recording. LESSOR will deliver this Lease Agreement to the Chancery Clerk of Hinds County for recording.

25. Immunity. No provision of this lease, 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.

26. 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.

27. 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.

28. 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.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the ____ day of _____, 200__.

Signed, Sealed and Delivered in the Presence of:

LESSOR:
Clinton Public School District

BY: _____
Superintendent of Schools

BY: _____
School Board President

LESSEE:
City of Clinton

BY: Rosemary G. Quetman
Mayor

Hinds County Board of Supervisors

BY: _____
President, Board of Supervisors

16th SECTION LANDS
COMMERCIAL LEASE AGREEMENT

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STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, 200__, within my jurisdiction, the within named, Tommye C. Henderson School District, Superintendent of Schools, and Philip Gunn, 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 Clinton Public School District, Mississippi, 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.

(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 7th day of April, 2004, within my jurisdiction, the within named Rosemary Aultman, who acknowledged to me that she is the Mayor of the City of Clinton, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

Linda M. White
(Notary Public)

My Commission Expires:

MY COMMISSION EXPIRES MAY 24, 2004

(Affix official seal, if applicable)

**16th SECTION LANDS
COMMERCIAL LEASE AGREEMENT**

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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 _____, 200__, within my jurisdiction, the within named _____, who acknowledged to me that he 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)

**TRACEWAY PARK
LEASE AGREEMENT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS LEASE AGREEMENT, (hereinafter "Lease Agreement"), made and entered into as of the 1st day of January, 2004, by and between THE CITY OF CLINTON (hereinafter called "LESSOR"), whose address is P.O. Box 156, Clinton, Mississippi 39060-0156, telephone number (601)924-5462 and, the BOARD OF TRUSTEES OF THE CLINTON PUBLIC SCHOOL DISTRICT (hereinafter called "LESSEE") whose address is P.O. Box 300, Clinton, Mississippi 39060-0300, telephone number (601)924-7533.

WITNESSETH:

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, LESSOR does hereby lease and rent unto LESSEE the following described land (hereinafter "subject property"), for the purposes and conditions set out below:

Section 16, Township 6 North, Range 1 West
A parcel of land 66 acres, more or less, lying North of Cynthia Road and South of the Natchez Trace R.O.W.

1. Term. Subject to the other provisions herein contained, the term of this Lease Agreement shall be for eight (8) years, beginning the 1st day of January 2004, and ending on the 31st day of December, 2012.
2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of \$24,312.61 per annum, on or before January 1st of 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 LESSOR and LESSEE. In the event of termination or cancellation any rental payment made shall be non-refundable. Rent payments not made within thirty (30) days of the due date shall be subject to a late charge of 6% of the amount of rent past due.
3. Usage of Traceway Park Facilities: In consideration of the rent set out above, LESSEE shall have the right to use the facilities of Traceway Park annually as set out below:
 - a. Slowpitch Softball Fields: Up to 34 games per calendar year and 72 practices. If required LESSEE may utilize the facility for up to 3 playoff games and 16 tournament games.
 - b. Fastpitch Softball Fields: Up to 15 games per calendar year and 72 practices. If required LESSEE may utilize the facility for up to 3 playoff games and 16 tournament games.
 - c. Soccer: Up to 4 games per calendar year and 34 practices.

d. LESSOR will provide the services, labor and materials as set out in Exhibit "A" as part of the rental.

e. Field usage and scheduling shall be coordinated through the City of Clinton's Director of Parks and Recreation.

4. Assignment: LESSEE shall not, ASSIGN OR TRANSFER THIS LEASE.
5. 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 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.
6. Indemnification: LESSEE shall protect, indemnify, defend, save, and hold harmless 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.
7. 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.
8. Notices: All notices specified by this instrument shall be in writing and sent by first class 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.

LESSOR: Mayor
City of Clinton
P.O. Box 156
Clinton, MS 39060-0156

LESSEE: Superintendent
Clinton Public School District
P.O. Box 300
Clinton, MS 39060-0300

9. 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.
10. Interpretation: The parties to this Lease Agreement acknowledge that any ambiguities shall not be construed against a single party.
11. 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.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the ____ day of _____, 2004.

Signed, Sealed and Delivered in the Presence of:

LESSOR:

CITY OF CLINTON

By: Rosemary G. Aultman
Mayor

4/7/04

LESSEE:

CLINTON PUBLIC SCHOOL DISTRICT

By: _____
Superintendent of Schools

By: _____
School Board President

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 7th day of April, 2004, 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.

Linda M. White
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES MAY 24, 2004

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2004, within my jurisdiction, the within named Tommye C. Henderson, Clinton Public School District, Superintendent of Schools, and Philip Gunn, 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, Mississippi, 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.

NOTARY PUBLIC

My Commission Expires:

\$9,310.98

**16th SECTION LANDS
RECREATIONAL LEASE AGREEMENT**

STATE OF MISSISSIPPI
COUNTY OF HINDS

THIS 16TH SECTION LAND RECREATIONAL LEASE AGREEMENT, (hereinafter "Lease Agreement"), made and entered into this the 17th day of December, 2003, by and between the **BOARD OF TRUSTEES OF THE CLINTON PUBLIC SCHOOL DISTRICT** (hereinafter called "LESSOR") whose address is P. O. Box 300, Clinton, MS 39060-0300, telephone number 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 page 1705 of the minutes, does hereby lease and rent unto LESSEE the following described land (hereinafter "subject property"), to-wit:

Section 16, Township 6 North, Range 1 West

A parcel of land 66 acres, more or less, lying North of Cynthia Road and South of the Natchez Trace R.O.W.

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, 2004, and ending on the 31st day of December, 2029.

2. Annual Rent. LESSEE covenants and agrees to pay as rent to LESSOR the sum of \$19,800.00 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 LESSOR and LESSEE. 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 six percent (6%) of the amount of rent past due.

3. Rent Adjustment. The eighth and sixteenth anniversary 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 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 re-determination 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 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 subject property and LESSEE'S interest therein; further, LESSEE covenants and agrees to pay any and all survey costs and 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. Assignment. LESSEE shall not, ASSIGN OR TRANSFER THE ABOVE DESCRIBED PROPERTY. If the LESSEE desires to sell or convey the buildings or improvements that are situated upon the subject property and the purchaser of said buildings or improvements finds it necessary to acquire a valid lease of the said property then the LESSEE shall file a "NOTICE OF CANCELLATION" with the Superintendent of Education. Upon approval of the same by Board of Trustees, this lease shall be canceled and the Superintendent shall record the cancellation as required. Upon legal cancellation of this lease and a reappraisal of said property ordered by the Board of Trustees, the purchaser of the improvements upon said property shall have the exclusive option to enter into a lease agreement with the Board of Trustees within ninety (90) days of completion of said reappraisal. The annual rent under the said optional lease shall be based upon the reappraised fair market value.

6. Default. The parties herein expressly agree that if DEFAULT shall be made in the payment of any tax assessment or rent due made pursuant to this lease, then and in any such event of DEFAULT it shall be lawful for the LESSOR to enter upon said premises, or any part thereof upon LESSOR'S thirty (30) days written notice to LESSEE, either with or without process of law, to re-enter and repossess the same, and to distrain for any rent or assessment that may be due thereon, at the election of the LESSOR, but nothing herein is to be construed to mean that the LESSOR is not permitted to hold the said LESSEE liable for any unpaid rent or assessment to that time. As to all other conditions, covenants and obligations to restrain violation and to recover damages, if any, including reasonable expenses of litigation and a reasonable attorney's fee, 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. Invalidation of any provision of this lease by judgment or court order shall operate as an approved "NOTICE OF CANCELLATION" as set forth in Paragraph 5 above.

7. Remedies. In the event that any FORFEITURE, DEFAULT OR CANCELLATION of this lease or termination of the term therefore as aforesaid, said LESSEE shall quit, deliver up and surrender possession of the lease property, and all LESSOR owned structures and improvements thereon to the said LESSOR, and thereupon this lease 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 had not been made. In addition thereof, the 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.

Immediately upon the termination of this lease, whether by DEFAULT, LIMITATION or FORFEITURE, the LESSOR shall be entitled to take possession of said 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 said property in a condition satisfaction to LESSOR. The LESSEE shall remove all of LESSEE'S property within ninety (90) days of the said event.

8. 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.

9. 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.

10. Curing Default. Notwithstanding any provisions of this lease containing a DEFAULT provision, any present or future holder of a mortgage or deed of trust representing money loaned on these facilities, shall have the right of a sixty (60) 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 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 sixty (60) days to either require the correction of such DEFAULT or in lieu thereof to protect and correct such DEFAULT. LESSEE hereby covenants and agrees to notify the LESSOR of the existence of all such mortgages, deeds of trust or other secured encumbrance and that, in the absence of such notice, LESSOR has no obligation whatever to notify any such holder of said encumbrance.

11. Quiet Possession. LESSEE shall have quiet and peaceful possession of said property so long as compliance is made by LESSEE with the terms of this agreement.

12. 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.

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

The LESSEE further covenants and agrees that this lease and the interest of the 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 by or against said LESSEE.

14. 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.

15. 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.

16. 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.

17. Recreational Purpose. LESSEE certifies that the subject property is being used for a recreational purpose, being baseball and softball fields, including lighting, fencing, concession stands and restrooms.

18. Notices. All notices specified by this instrument shall be in writing and sent by first class 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:

Superintendent
Clinton Public School District
P. O. Box 300
Clinton, Mississippi 39060-0300

To LESSEE:

Mayor
City of Clinton
P. O. Box 156
Clinton, Mississippi 39060-0156

19. Recording. LESSOR will deliver this Lease Agreement to the Chancery Clerk of Hinds County for recording.

20. 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.

21. Interpretation. The parties to this Lease Agreement acknowledge that any ambiguities shall not be construed against a single party.

22. 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.

23. 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.

IN WITNESS WHEREOF, this Lease Agreement is executed by LESSOR and pursuant to order entered upon its minutes, is executed by LESSEE this the ____ day of _____, 200__.

Signed, Sealed and Delivered in the Presence of:

LESSOR:
Clinton Public School District

BY: _____
Superintendent of Schools

BY: _____
School Board President

LESSEE:
City of Clinton

BY: Rosemary G. Quetman
Mayor

Hinds County Board of Supervisors

BY: _____
President, Board of Supervisors

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said county and state, on this the _____ day of _____, 200__, within my jurisdiction, the within named, Tommye C. Henderson, Clinton Public School District, Superintendent of Schools, and Philip Gunn, 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, Mississippi, 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.

(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 7th day of April, 2004, within my jurisdiction, the within named Rosemary Aultman, who acknowledged to me that she is the Mayor of the City of Clinton, and that in said representative capacity she executed the above and foregoing instrument, after first having been duly authorized so to do.

Linda M. White
(Notary Public)

My Commission Expires:

MY COMMISSION EXPIRES MAY 24, 2004

(Affix official seal, if applicable)

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 _____, 200__, within my jurisdiction, the within named _____, who acknowledged to me that he 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)

BOARD APPROVED

APR 06 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: April 6, 2004

AGENDA ITEM NO. 11

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION:

Resolution in Support of the Dedication of U.S. Highway 80
from the Hinds County Line to the Rankin County Line as
Korean War Veterans Memorial Highway

INTRODUCED BY: Rosemary G. Aultman, Mayor

TELEPHONE: 924-5462

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Brumley*

SECONDED BY: *Lott*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

[Handwritten blue line through all boxes]

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.

APR 06 2004

RESOLUTION IN SUPPORT OF THE DEDICATION OF U.S. HIGHWAY 80
FROM THE HINDS COUNTY LINE TO THE RANKIN COUNTY LINE

CITY OF CLINTON

KOREAN WAR VETERANS MEMORIAL HIGHWAY

WHEREAS, the United States fought a war in the then little known country of Korea from 1950 to 1953, and

WHEREAS, this war was fought to preserve the democratic way of life for all people, and

WHEREAS, more than 157,554 American young men gave their lives, or were listed as missing in action, in order to preserve a democratic way of life that these people in the Republic of South Korea had been deprived of.

BE IT THEREFORE RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, that we support the movement to dedicate U.S. Highway 80 from the Hinds County Line to the Rankin County Line, as the:

KOREAN WAR VETERANS MEMORIAL HIGHWAY

SO RESOLVED, this the sixth day of April, 2004.

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

Board of Aldermen

Jehu Brabham
Jehu Brabham, At Large

Tony Greer
Tony Greer, Ward 2

Phil Fisher
Phil Fisher, Ward 4

Sharbert Lott
Sharbert Lott, Ward 6

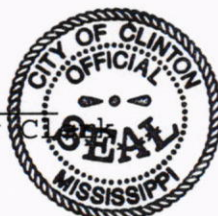
Tony Hisaw
Tony Hisaw, Ward 1

Clint Brantley
Clint Brantley, Ward 3

Herb Touchton
Herb Touchton, Ward 5

Attest:

Wayne Derrick
Wayne Derrick, City Clerk





Korean War Veterans Alliance
SECOND INFANTRY DIVISION

2nd Reconnaissance Company

William L. Clark

3427 Lanell Lane • Pearl, MS 39208
(601) 939-5526 wlc3427@aol.com

BOARD APPROVED

APR 06 2004

CITY OF CLINTON

FROM: William L. Clark

TO: Mayor Rosemary Aultman
Board of Aldermen
Clinton, MS

DATE: March 2, 2004

RE: Korean War Veterans Memorial Highway

Please review, and present to your Board for approval, the attached Resolution regarding the dedication of Highway 80 throughout the City of Clinton, MS, in Hinds County, to be the **Korean War Veterans Memorial Highway. Three original copies are required.**

My deepest appreciation is extended to each of you for your assistance in attempting to get this matter handled. I am just one of many who served in Korea, therefore, this is a very important issue to me as well as a dedication to many who were not fortunate to return home.

If additional information is needed, please contact me at 601-939-5526, or at the address above.

SHIRLEY HALL
MAYOR

Aldermen
ED AINSWORTH
RONNIE (SONNY) BRIDGES
ROBERT CRAFT
BRAXTEL (SONNY) NEELY
MIKE R. WILLIAMS

RICHLAND CITY HALL

P.O. Box 180609
380 Scarbrough St.
Richland, MS 39218
601-932-3000
Fax: 601-932-9229

Mayor's Office
601-932-1256
City Clerk's Office
601-932-3001
Planning & Development
601-420-1610
Public Works - Street & Water
Department
601-420-1600

FIRE DEPARTMENT

152 Brandon Avenue
Richland, MS 39218
601-939-1936
Fax: 601-939-1955

PARKS & RECREATION

410 East Harper Street
Richland, MS 39218
601-420-3400
Fax: 601-420-3405

POLICE DEPARTMENT

371 Scarbrough St.
Richland, MS 39218
Phone: 601-932-3100
Fax: 601-936-4614



CERTIFICATE

This is to certify that the attached is a true and correct copy of a
Resolution passed by the Mayor and Board of Aldermen of the City
of Richland, Mississippi, entered upon the minutes of said City, and
same having been adopted at a meeting of the City Officials on the
6th day of February, 2004.


DONNA DIFFRIENT
CITY CLERK

SEAL

**RESOLUTION IN SUPPORT OF THE DEDICATION OF
U. S. HIGHWAY 80 FROM THE PEARL RIVER BRIDGE
TO THE SCOTT COUNTY LINE:**

KOREAN WAR VETERANS MEMORIAL HIGHWAY

WHEREAS, the United States fought a war in the then little known country of Korea from 1950 to 1953, and

WHEREAS, this war was fought to preserve the democratic way of life for all people, and

WHEREAS, more than 157,554 American young men gave their lives, or were listed as missing in action, in order to preserve a democratic way of life that these people in the Republic of South Korea had been deprived of.

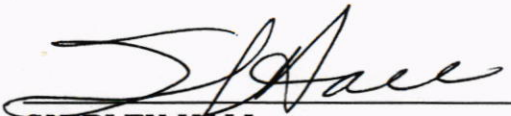
BE IT THEREFORE RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF RICHLAND, MISSISSIPPI, that we support the movement to dedicate U. S. Highway 80 through the center of Rankin County, Mississippi, as the:

KOREAN WAR VETERANS MEMORIAL HIGHWAY.

SO RESOLVED, this the 6th day of February 2004.

APPROVED:

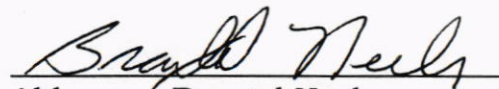
CITY OF RICHLAND, MISSISSIPPI

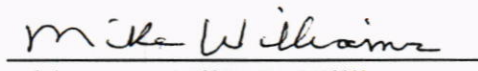

SHIRLEY HALL
MAYOR


Alderman Ed Ainsworth


Alderman Ronnie Bridges


Alderman Robert Craft


Alderman Braxtel Neely


Alderman Mike R. Williams

ATTEST:


DONNA DIFFRIENT
CITY CLERK

SEAL



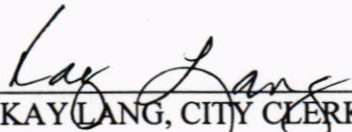
JIMMY FOSTER
MAYOR
KAY LANG
CITY CLERK

POST OFFICE BOX 5948
PEARL, MISSISSIPPI 39288-5948
TELEPHONE: (601) 932-3500

ALDERMEN:
BRAD ROGERS - At-Large
KEITH DENNIS - District 1
THERESSIA McALPIN - District 2
JERRY GRANT - District 3
TOMMIE HILL - District 4
LONNIE JENKINS - District 5
JAMES BUSH - District 6

I, Mrs. Kay Lang, City Clerk of the City of Pearl, do hereby certify that the above is a true and correct copy of that certain excerpt from the minutes adopted by the Mayor and Board of Aldermen of the City of Pearl, Mississippi, at its regular board meeting on the 17th day of February, 2004 and the same is recorded in minute book 25 pages 300 of the minutes of the City of Pearl, Mississippi.

WITNESS my signature of the City of Pearl, Mississippi, this the 26th of February, 2004.


KAY LANG, CITY CLERK

SEAL

**RESOLUTION IN SUPPORT OF THE DEDICATION OF U. S. HIGHWAY 80
FROM PEARL RIVER BRIDGE TO SCOTT COUNTY LINE**

KOREAN WAR VETERANS MEMORIAL HIGHWAY

**WHEREAS, AS THE UNITED STATES FOUGHT A WAR IN THE THEN LITTLE KNOWN
COUNTRY OF KOREA FROM 1950 TO 1953, AND**

**WHEREAS, THIS WAR WAS FOUGHT TO PRESERVE THE DEMOCRATIC WAY OF
LIFE FOR ALL PEOPLE, AND**

**WHEREAS, MORE THAN 157,554 AMERICAN YOUNG MEN GAVE THEIR LIVES, OR
WERE LISTED AS MISSING IN ACTION, IN ORDER TO PRESERVE A DEMOCRATIC
WAY OF LIFE THAT THESE PEOPLE IN THE REPUBLIC OF SOUTH KOREA HAD BEEN
DEPRIVED OF.**

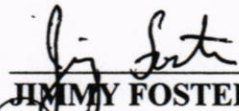
**BE IT THEREFORE RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF PEARL, MISSISSIPPI, THAT WE SUPPORT THE MOVEMENT TO
DEDICATE U.S. HIGHWAY 80 THROUGH THE CENTER OF RANKIN COUNTY,
MISSISSIPPI AS THE:**

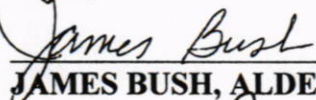
KOREAN WAR VETERANS MEMORIAL HIGHWAY.

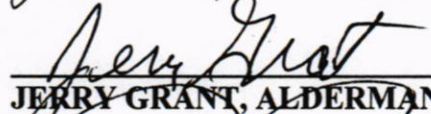
SO RESOLVED, THIS THE 17TH DAY OF FEBRUARY, 2004.

APPROVED:

CITY OF PEARL, MISSISSIPPI


JIMMY FOSTER, MAYOR

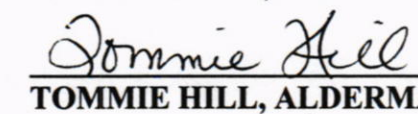

JAMES BUSH, ALDERMAN

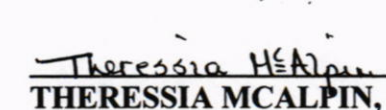

JERRY GRANT, ALDERMAN


LONNIE JENKINS, ALDERMAN

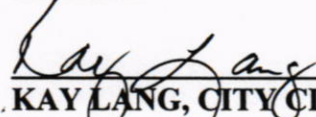

BRAD ROGERS, ALDERMAN


KEITH DENNIS, ALDERMAN


TOMMIE HILL, ALDERMAN


THERESSIA MCALPIN, ALDERMAN

ATTEST:


KAY LANG, CITY CLERK



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

APR 06 2004

Board Meeting Date: April 6, 2004__

Agenda Item No. 12

CITY OF CLINTON

Consent Agenda: \$	To:
For:	
	Account No.

Discussion/Action: Acceptance & Abandonment of easements for storm drain - Applebees

Introduced by: Richard L. Broome, City Engineer Telephone No. 924-5462

Exhibits for Review:

Minutes: _____

Invoice: _____

Other: Bid

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: _____

Recommendation:

Board Action:

Motion made by: Touchton

Seconded by: Brabham

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

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.



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

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

BOARD APPROVED

APR 06 2004

CITY OF CLINTON

March 25, 2004

Mr. Richard Broome, P.E.
City of Clinton
Post Office Box 156
Clinton, MS 39060

Re; Easement for Bob Patel
and City of Clinton
WGK #00-343

Dear Richard:

CNL Restaurant Services recently completed construction of a new storm drain system in the immediate vicinity of the Applebee's in Clinton. The existing storm drain, which passed under a portion of the Applebee's structure, has been filled with grout and disconnected from the drainage system. CNL is requesting that the City abandon the existing drainage easement that encompasses this closed portion of the system, and simultaneously accept the new system. Billy Keyes, attorney for Bob Patel and Comfort Inn, will deliver a new drainage easement on the Comfort Inn property that encompasses the new improvements.

Thank you for your assistance in this matter. Should you have any questions or need additional information, please do not hesitate to call.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

Greg Gearhart, P.E., DEE
Principal

C: Bret Dargis, CNL Restaurant Services
Bill Keyes, Keyes, Bryson and Piazzia

Enclosures

BOARD APPROVED

APR 06 2004

LEGAL DESCRIPTION

**Abandonment of a Portion of an Existing 15 Foot Storm Sewer Easement
Deed Book 4568 at Page 565**

CITY OF CLINTON

A parcel of land situated in the NW1/4 of Section 32, T-6-N, R-1-W, City of Clinton, Hinds County, Mississippi, and being more particularly described as follows:

Commencing at the northwest corner of Lot 1 Joe T. Dehmer Development Phase One, Part Two, according to the plat of record in the office of the Chancery Clerk of Hinds County in Plat Book 37 at Page 7, said point being on the west line of Clinton Center Drive, an existing public street, run thence S 47°10'19" W along the west line of Lot 1 for a distance of 38.49 feet to a point, said point further being the POINT OF BEGINNING of the parcel of land herein described, and run thence S 47°10'19" W along the west line of Lot 1 for a distance of 76.03 feet to a point; run thence N 61°23'57" W for a distance of 15.82 feet to the west line of the existing storm sewer easement described in Deed Book 4568 at Page 565 in the aforesaid courthouse; run thence N 47°10'19" E for a distance of 98.18 feet to a point; run thence S 05°56'16" W for a distance of 22.76 feet to the POINT OF BEGINNING, containing 1,307 square feet.



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

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

RECEIVED
MAR 29 2004
CITY OF CLINTON
ENGINEERING DEPARTMENT

March 25, 2004

Billy W. Keyes
Keyes, Bryson and Piazzia
Post Office Box 12445
Jackson, MS 39236-2445

Re: Easement for Bob Patel
and City of Clinton
WGK # 00-343

Dear Billy:

Enclosed is the description of the Permanent Easement for the drainage improvements that were recently completed on the Comfort Inn property. You will note that the final easement contains approximately 100 square feet less area than the preconstruction draft easement. An exhibit depicting the easement is also enclosed.

I understand from our telephone conversation that you should be able to deliver the easement document, signed by Mr. Patel, to the City of Clinton by April 1, 2004. Thank you for your assistance in this matter.

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.

Greg Gearhart, P.E., DEE
Principal

C: Bret Dargis, CNL Restaurant Services w/enclosures
Richard Broome, City Engineer w/enclosures

BOARD APPROVED

APR 06 2004

CITY OF CLINTON

GRAPHIC SCALE



1 inch = 20 ft.

IRON ROD FOUND
CORNER OF SECT. 32,
N. R-1-W, CLINTON,
COUNTY, MS

APPLEBEE'S
RESTAURANT

ABANDONED PORTION
OF EXISTING
15' EASEMENT

QUALITY REST. CONCEPTS
DEED BK 5139, PG 241

22.76'
S05°56'16"W

N47°10'19"E
11.94'

COMFORT INN
SIGN

PERMANENT EASEMENT:
1,531.80 SQ. FT.
0.035 ACRES

COMFORT INN
PROPERTY

BUILDING

POOL

CATCH BASIN

Class "B" survey in accordance with the minimum standards
for land surveying in the State of Mississippi.

Reference Meridian was derived from record bearing as referenced
in Deed Book 5139 at Page 241 in the Hinds Co. Courthouse.

Location of underground utilities shown on plat is approximate
only, and is based on surface evidence of same, or information
provided by others. Other underground utilities/structures
may exist that were not evident to surveyor.

Subsurface and environmental conditions were not examined
or considered as a part of this survey.

This property may be subject to recorded or unrecorded
easements, rights-of-way or other encumbrances which
are not evident to the surveyor, but which would be revealed
by a title search performed by a competent attorney.

This boundary survey was performed and this plat was prepared
by Williford, Gearhart & Knight, Inc., Engineers & Surveyors,
P.O. Box 318, Clinton, Mississippi 39060.
Phone: (601) 925-4444

This survey is considered valid only when original seal and
signature of surveyor of record is affixed hereto.

I, Colin L. Baird, do hereby certify that the features depicted
on this plat are a correct representation of the conditions
as they existed on January 24, 2003.



IRON
R FOUND

3/8" IRON REBAR SET

WILLIFORD, GEARHART & KNIGHT, INC.

ENGINEERS & SURVEYORS

DATE
01/23/03
DRAWN BY
GAG

APPLEBEE'S REST.
STORM SEWER EASMENT
CLINTON, MS

00343.DWG
SCALE
1" = 20'
VGK# -E00-343

SHEET NO.

1 OF 1

APR 06 2004

PERMANENT EASEMENT

CITY OF CLINTON

A certain parcel of land being situated in the northwest quarter of the northwest quarter of Section 32, Township 6 North, Range 1 West, City of Clinton, First Judicial District, Hinds County, Mississippi, and being more particularly described as:

COMMENCING at the northwest corner of Section 32, Township 6 North, Range 1 West, City of Clinton, First Judicial District, Hinds County, Mississippi, and thence run South a distance of 667.11 feet to a point; thence run East a distance of 615.86 feet to a 3/8" iron rebar set and being the **POINT OF BEGINNING** of the following described parcel:

From the **POINT OF BEGINNING** thence run North 47 degrees 10 minutes 19 seconds East a distance of 121.04 feet to a 3/8" iron rebar set; thence run South 29 degrees 05 minutes 39 seconds West for a distance of 43.18 feet to a 3/8" iron rebar set; thence run South 42 degrees 44 minutes 28 seconds West for a distance of 73.80 feet to a 3/8" iron rebar set; thence run North 61 degrees 23 minutes 57 seconds West for a distance of 20.15 feet back to the **POINT OF BEGINNING**, and containing 0.035 acres(1,531.80 square feet), more or less.

BOARD APPROVED

APR 06 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: April 6, 2004

AGENDA ITEM NO. 13

CONSENT AGENDA: _____

ACCT. NO: _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

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

DISCUSSION/ACTION: Issuance of Refunding Bonds on outstanding General Obligation Bonds, Series 1995, \$1,000,000; Series 1996, \$3,100,000

Introduced by: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY: Touchton

SECONDED BY: Lott

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
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

APR 06 2004

CITY OF CLINTON

CITY OF CLINTON
300 Jefferson Street
Clinton, MS 39056
Direct: 601-924-5462
FAX: 601-925-4605

M E M O R A N D U M

Office of the City Clerk

Date: April 2, 2004

To: Mayor and Board

From: Wayne Derrick *WDerrick*

Item: Refunding of General Obligation Bonds:
Series 1995, \$1,000,000
Series 1996, \$3,100,000

Demery Grubbs, Financial Consultant with Holley, Grubbs, Mitcham & Phillips, has reviewed our current bonded debt and has made a recommendation that the City consider issuing refunding bonds relating to the issues identified above.

At current market conditions, he estimates that the City would realize a net savings of approximately \$111,000 resulting from the refunding action. A copy of his refunding summary is attached.

It is my opinion that the numbers as shown on the refunding summary are sound; therefore, I am recommending that you authorize Demry Grubbs to proceed with the refunding action, at no cost to the City, and that the Mayor be authorized to execute the necessary documents to effect the refunding action for the issues identified above.

BOARD APPROVED

APR 06 2004

CITY OF CLINTON**CITY OF CLINTON
REFUNDING SUMMARY**Refunding Issues

\$1,000,000 General Obligation Bonds, Series 1995
Balance \$515,000 (Current Rates 5.50%)

\$3,100,000 General Obligation Bonds, Series 1996
Balance \$1,960,000 (Current Rates 4.80% - 5.25%)

Refunding Projections

Projected Rates Range from 1.00% to 3.00%

Net Present Value Saving @ 4.59% (State Law Requires 2.00%)

Estimated Net Savings - \$111,080

<u>Year</u>	<u>Old Debt Service</u>	<u>New Debt Service</u>	<u>Savings</u>
2004	250,112.50	236,096.67	14,015.83
2005	403,950.00	391,090.00	12,860.00
2006	404,535.00	392,295.00	12,240.00
2007	404,160.00	387,920.00	16,240.00
2008	412,775.00	397,495.00	15,280.00
2009	414,825.00	400,560.00	14,265.00
2010	415,687.50	402,310.00	13,377.50
2011	310,487.50	297,685.00	<u>12,802.50</u>
			111,080.83

These are estimates based on current market conditions and can change as market conditions change.

BOARD APPROVED

APR 06 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: April 6, 2004

AGENDA ITEM NO. 14

CONSENT AGENDA: _____

ACCT. NO: _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

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

DISCUSSION/ACTION: Increase the Federal Signal Corporation contract (Sole Source) for the City's Siren System from \$235,000 (Approved by the Board on November 4, 2004) to \$242,000, to include digital controller for Thunder Bolt Sirens. Amount to be funded by Peoples Leasing through lease/purchase.

Introduced by: Darrel McQuirter, Fire Chief

BOARD ACTION: _____

MOTION MADE BY: Hisaw

SECONDED BY: Touchton

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
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.

APR 06 2004


QUOTATION
FEDERAL SIGNAL CORPORATION
Federal Warning Systems
Quotation No. FWS 39041043
Reference quote no. on your order

Name Clinton Fire Dept
 Co. Name Chief Darrel Mc Quirter
 Address 1234 Clinton-Raymond Road
 City, State, Zip Clinton Ms. 39056
 Phone No. 601-925-1001
 Fax No. 601-925-1016

Date 2-20-04

Reference _____

CUSTOMER COPY
SALESPERSON COPY
OFFICE COPY

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Federal Model/Part No.	Description	Net Cost Each	Total Cost
1	2	FCTBDH	CONTROLLER for Thunder Bolt	2440	4880
2	2	SK-3M	SENSOR for three motor	460	920
3	2	SK3-240	VOLTAGE for three phase 240voltage	144	288
4	2	OMNI 5	ANTENNA	264	528
5		ES-SHIPPING	TWO-WAY DIGITAL FOR SYSTYEM		124
6				TOTAL EA.	6740
7					
8					
9			PLEASE MAKE P.O. TO FEDERAL SIGNAL		
10			AND FAX TO 662-256-5017 AND MAIL TO		
11			P.O. BOX 205 AMORY, MS. 38821 BILL		
12			CALDWELL		
13					
14			PRICE FOR EQUIPMENT ONLY		
15			NO INSTALL		
16					
17					
18					
19					
20	1	ES-FREIGHT	Freight Charge		

Prices are firm for 30 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for _____ (days / months). This quotation is expressly subject to acceptance by Buyer of all Terms stated on the reverse side hereof, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms on this and the reverse side hereof. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Signal Division, Federal Signal Corporation.

F.O.B. University Park, IL

EST. DEL. WT. _____

DELIVERY 4-6 Weeks (ARO)TERMS NET 30 DAYS EquipmentFREIGHT TERMS See Line Item Above

TURNKEY TERMS: 90% OF INSTALLATION DUE UPON INSTALL COMPLETION
 10% OF INSTALLATION DUE UPON CUSTOMER SIGN-OFF

Purchase order MUST be made out to:

Federal Signal Corporation, Federal Warning Systems, 2645 Federal Signal Drive, University Park, IL 60466-3195

BY: Bill Caldwell
FWS Sales Representative
 ADDRESS: Bill Caldwell
P.O. BOX 205
AMORY, MS. 38821
BY: _____
Federal Signal / Countersigned

TITLE: _____

TERMS

Page 1 of 2

RECEIVED
MAR - 9 2004
CLINTON FIRE DEPT.
001-160-540

(1) **AGREEMENT AND LIMITATIONS.** The agreement between Seller and Buyer (the "sales contract") with respect to the sale of goods (the "goods") described on the other side hereof shall consist of the terms appearing hereon and on the other side hereof together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer shall be deemed to incorporate by reference any terms appearing therein. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, detract from, supplement or explain the sales contract, shall not be binding on Seller.

(2) **TERMINATION OR MODIFICATION.** The sales contract may be modified or terminated only upon Seller's written consent except that stenographic and clerical errors are subject to correction by Seller or upon Seller's written consent. If Seller shall declare or consent to a termination of the sales contract, in whole or in part, Buyer, in the absence of contrary written agreement signed by Seller, shall pay termination charges based upon expenses and costs incurred in the production of the goods or in the performance of the services to the date such termination is accepted by Seller including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. Notwithstanding the foregoing any goods substantially completed or service performed on or prior to such termination shall be accepted and paid for in full by Buyer.

(3) **PRICE AND PAYMENT.** Prices are subject to increase by Seller based on Seller's prices in effect at the time of shipment in all instances where specified shipment dates are later than 90 days from date of order. Unless otherwise specified in the sales contract or Seller's applicable price list, prices are F.O.B. Seller's point of shipment, and the terms of payment are NET 30 days from the date of invoice unless otherwise specified. If the sales contract is for more than one unit of goods, the goods may be shipped in a single lot or in several lots at the discretion of Seller. In such event each such shipment shall be paid separately and Buyer shall be responsible for all transportation charges. Seller may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. Minimum billing per order is \$100.00. PAST DUE INTEREST: Amounts not paid when due shall be subject to past due interest at the rate of 18% per year or the highest rate permitted by law, whichever is less.

(4) **RISK OF LOSS.** The risk of loss of the goods or any part thereof shall pass to the Buyer upon delivery thereof by Seller to the carrier. Buyer shall have sole responsibility for procuring and collection of any claim of loss against the carrier.

(5) **TAXES.** Prices do not include taxes. Buyer shall pay Seller, in addition to the price of the goods, any applicable excise, sales, use or other tax (however designated) imposed upon the sale, production, delivery or use of the goods ordered to the extent required or not forbidden by law to be collected by Seller from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificate acceptable to the taxing authorities are furnished to Seller before the date of invoice.

(6) **DELIVERY.** Promises of delivery from stock are subject to prior sales. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to the circumstances beyond Seller's reasonable control. Seller shall in good faith endeavor to meet estimated delivery dates but shall not be liable to Buyer for any damages as a result of any delay caused or contributed to by circumstances beyond Seller's reasonable control.

(7) **DEDUCTIONS AND RETURNS.** Deductions will not be honored unless covered by a credit memorandum. Goods shipped to the Buyer may be returned to Seller for credit only upon the Seller's prior written consent (such consent to be in the sole discretion of Seller) and upon terms specified by Seller, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned goods actual thereof by Seller. Agents of Seller are not authorized to accept returned goods or to grant allowances or adjustments with respect to Buyer's account.

(8) **INSPECTION.** Buyer shall inspect the goods immediately upon the receipt thereof. All claims for any alleged defect in Seller's performance under this sales contract, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by Seller within thirty days of Buyer's receipt of the goods. Failure to make any such claim within said thirty-day period shall constitute a waiver of such claim and an irrevocable acceptance of the goods by Buyer.

(9) **LIMITED WARRANTY.** The Signal Division, Federal Signal Corporation (Federal) warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years on parts replacement and one year on labor from the date of delivery to the first user-purchaser. During this warranty period, the obligation of Federal is limited to repairing or replacing, as Federal may elect, any part or parts of such product which after examination by Federal discloses to be defective in material and/or workmanship. Federal will provide warranty for any unit which delivered, transported prepaid, to the Federal factory or designated authorized warranty service center for examination and such examination reveals a defect in material and/or workmanship. This warranty does not cover travel expenses, the costs of specialized equipment for gaining access to the product, or labor charges for removal and reinstallation of the product. The Federal Signal Corporation warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as but not limited to, batteries. This warranty does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units which problems relating to service or modification at any facility other than the Federal factory or authorized warranty service centers. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL FEDERAL BE LIABLE FOR ANY LOSS OF PROFITS OR AN INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SUCH DEFECT IN MATERIAL OR WORKMANSHIP.

(10) **REMEDIES AND LIMITATIONS OF LIABILITY.** In the event Seller is claimed to have breached any of its obligations under the sales contract, whether of warranty or otherwise, Seller may repair any defective goods, request the return of the goods and tender, at Seller's option, a replacement shipment of goods or the purchase price therefore paid to Seller. Seller shall tender a refund of the purchase price at its option only upon actual receipt of goods by Seller. If Seller so requests the return of the goods, the goods will be redelivered to Seller, transportation prepaid, in accordance with Seller's instructions. The remedies contained in this and the preceding paragraph constitute the sole recourse against Seller for breach of any Seller's obligations under the sales contract, whether of warranty or otherwise. In no event shall Seller be liable for consequential damages nor shall Seller's liability on any claim for any direct, incidental, consequential or special damages arising out of or connected with the sales contract of the manufacture, sales delivery or use of the goods exceed the purchase price of goods. Seller shall not be liable for failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to by acts of God, acts of Buyer, civil or military authority, priorities, fires, wars, riot, delays in transportation; lack of inability to obtain raw materials, components, labor, fuel or supplies; or other circumstances beyond Seller's reasonable control, whether similar or dissimilar to the foregoing.

(11) **PATENTS.** Seller shall hold Buyer harmless, to the extent herein provided, against any rightful claim of any third person by way of infringement of any United States Letter Patent by such goods as are of Seller's own manufacture, but if Buyer furnished specification to Seller, Buyer shall hold Buyer harmless against any such infringement claims which arise out of compliance with such specifications. Seller's agreement in this paragraph to hold Buyer harmless shall not apply to any infringement consisting of the use of goods manufactured by Seller as part of any combination with goods manufactured by Buyer or others. In the event that any goods manufactured by Seller are in any suit held constitute infringement and their use is enjoined, Seller, at its own expense, either replace such goods with non-infringing goods or modify such goods so that they become non-infringing, or accept the return of the enjoined goods and refund the purchase price therefore paid by buyer less allowance for any period of actual use thereof. Except as in this paragraph provided, Seller makes no warranty that the goods will delivered free of the rightful claim of any third person by way of infringement or the like and Buyer's remedies will be limited to those provided in this paragraph.

(12) **ASSIGNMENT AND DELEGATION.** No right or interest in this sales contract shall be assigned by Buyer without Seller's prior written consent, and no delegation of any obligation owed, or of the performance of any obligation, by Buyer shall be made without Seller's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes unless made in conformity with this paragraph. Notwithstanding the foregoing, if Buyer is an authorized distributor of the goods for Seller, then Seller's obligations under paragraph 9, 10, and 11 hereof, subject to all limitations of this sales contract, shall be extended to the original purchaser of the goods from Buyer.

(13) **SEVERABILITY.** In any term, clause or provision contained in the sales contract is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **INSTALLATION.** Installation shall be by Buyer unless otherwise specifically stated on the sales contract.

(15) **GOVERNING LAW AND LIMITATIONS.** The formation and performance of the sales contract shall be governed by the laws of the State of Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in these standard terms, the definition contained in said Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.



2645 Federal Signal Drive, University Park, Illinois 60468, 800/548-7229 Fax: 708/634-4655

BOARD APPROVED

APR 06 2004

CITY OF CLINTON

CITY OF CLINTON, MISSISSIPPI RESOLUTION
AUTHORIZING PROCEEDING WITH CAPITAL
IMPROVEMENTS LOAN APPLICATION

BE IT RESOLVED BY THE CITY OF CLINTON:

That Mayor Rosemary Aultman is authorized to proceed with the application and public notice for \$500,000.00 Capital Improvements Loan for construction and engineering of a One Million Gallon Elevated Water Storage Tank.

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

Jehu Brabham	<u>Yes</u>
Tony Hisaw	<u>Yes</u>
Tony Greer	<u>Yes</u>
Clint Brantly	<u>Yes</u>
Herb Touchton	<u>Yes</u>
Phil Fisher	<u>Yes</u>
Sharbert Lott	<u>Yes</u>

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

The 6th day of April 2004.

Signed: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:

W. Derrick
Wayne Derrick, City Clerk

