

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, AUGUST 5, 2003 – 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 Fisher followed by the Pledge of Allegiance to the Flag led by Alderman Touchton.

ROLL CALL – Deputy City Clerk Carol Warren

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

Absent: Wayne Derrick – City Clerk

APPROVAL OF AGENDA ITEMS A-V

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

PRELIMINARY SITE PLAN FOR YMCA LOCATED AT 400 LINDALE STREET

Item was removed and will be presented at a later date. No action was taken

UNKEMPT PROPERTY LOCATED ON JOHNSON STREET PARCEL #2862-165-252

A Public Hearing was held with no public comment. Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve a Resolution determining the necessity for the cleaning of private property located at Parcel #2862-165-252, Johnson Street, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972 as amended, and other applicable statutes and ordinances. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED ON TARVIN STREET PARCEL #2860-925

A Public Hearing was held with no public comment. Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve a Resolution determining the necessity for the cleaning of property located at Parcel #2860-925, Tarvin Street, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972 as amended, and other applicable statutes and ordinances. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A LETTER AGREEMENT FOR SANITARY SEWER REHABILITATION ENGINEERING WITH ALFORD ENGINEERING

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to approve a Letter Agreement for Sanitary Sewer Rehabilitation Engineering with Alford Engineering in the amount of \$10,000. A copy of the Agreement is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL CHANGE ORDER ON SOUTHSIDE WATER IMPROVEMENTS WITH HEMPHILL CONSTRUCTION

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve the Final Change Order on Southside Water Improvements with Hemphill Construction Company in the amount of \$6,611.20. This changes the total project amount to \$445,938.88. A copy of the Change Order is attached. **MOTION CARRIED UNANIMOUSLY**

PROPOSED CHANGE ORDER #2 ON SOUTHSIDE WATER WELL CONTRACT #1 WITH LAYNE CENTRAL

This item was removed and will be presented at a later date. No action was taken.

APPROVAL OF A RESOLUTION FOR A SECURITY AND REIMBURSEMENT AGREEMENT AND TO AUTHORIZE THE MAYOR TO ENTER INTO A SECURITY AND REIMBURSEMENT AGREEMENT ON THE PARKWAY CENTER TAX INCREMENT FINANCING PROJECT

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve a Resolution for Security and Reimbursement Agreement in connection with the issuance by the City of Clinton, Mississippi of Tax Increment Limited Obligation Bonds not to exceed the principal amount of \$250,000 Series-2003 for the Clinton Parkway Project and to authorize Mayor Aultman to enter into a Security and Reimbursement Agreement with Clinton Parkway Centre, LLC. A copy of the Resolution and Agreement is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN ESTOPPEL CERTIFICATE FOR RIVERWOOD INTERNATIONAL CORPORATION AND AUTHORIZE THE MAYOR TO EXECUTE DOCUMENT

Upon recommendation by Ken Dreher, City Attorney, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brantley to approve an Estoppel Certificate for Riverwood International Corporation and to authorize the Mayor to execute document. A copy of the Certificate is attached. **MOTION CARRIED UNANIMOUSLY**

EXECUTIVE SESSION

MOTION made by Alderman Brabham and **SECONDED** by Alderman Fisher to consider entering executive session to discuss legal matters and acquisition of property. **MOTION CARRIED UNANIMOUSLY**

MOTION made by Alderman Brabham and **SECONDED** by Alderman Greer at 7:15 p.m. to enter executive session for the stated matters. **MOTION CARRIED UNANIMOUSLY**

The Mayor and Board of Aldermen entered into executive session, also present were City Attorney, Ken Dreher and Zoning Administrator, Gary Ward. At conclusion of discussion, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to exit executive session at 8:00 p.m.

No action was taken in executive session. **MOTION CARRIED UNANIMOUSLY**
CONSIDERATION OF APPEAL OF JULY 23, 2003 DECISION OF HINDS COUNTY
CIRCUIT COURT IN THE MATTER OF SCOTT AND MARY WELCH V. CITY OF
CLINTON

Mr. Welch was granted 5 minutes to speak. Mr. Welch stated he was represented by counsel but counsel was not present at this meeting. Mr. Welch spoke for about 30 minutes and presented photos and exhibits to the Board. The Board members followed Mr. Welch's presentation with questions and comments.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Lott to authorize the City Attorney to proceed with the appeal of the decision of the Hinds County Circuit Court in Welch v. Mayor and Board of Aldermen, City of Clinton and to seek clarification of the portions of the City's Zoning Ordinance that were put in question by that decision. **MOTION CARRIED 5-2 WITH ALDERMAN BRANTLEY AND ALDERMAN TOUCHTON VOTING "NO"**

OTHER BUSINESS: STATE AID PROGRAM FUNDING

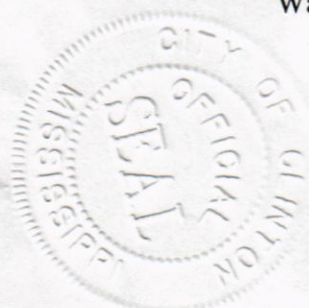
MOTION made by Alderman Brabham and **SECONDED** by Alderman Greer to submit a letter to Hinds County Board of Supervisors the listing of intersections within the City that qualify for State Aid Program Funding and to request the assistance of the County in securing State Aid Funding for these projects. A copy of the proposed letter is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 8:40 P.M.

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

APPROVED: Rosemary G. Aultman August 11, 2003
Rosemary G. Aultman, Mayor Date

ATTEST: Carol Warren, Deputy Clerk August 11, 2003
Wayne Derrick, City Clerk Date



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: August 5, 2003

AGENDA ITEM NO. 7

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: YMCA – 400 Lindale Street
Preliminary Site Plan

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes x
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: Removed

RECOMMENDATION: Planning and Zoning Commission recommends approval.

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 PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

PLANNING AND ZONING COMMISSION

Clinton, Mississippi

Tuesday, July 22, 2003

Public Hearing – 7:00 P.M.

Municipal Courtroom

305 Monroe Street

MINUTES

Commission members present: Bill Campbell, Edward Taylor, Jim Martin, Gayle Albritton, Kathy Peace and Lisa Jones. City officials present: Gary Ward, Zoning Administrator, Clint Brantley, Alderman – Ward 3 and Tony Hisaw, Alderman – Ward 1.

I. Call to Order

Bill Campbell called the meeting to order at 7:00 p.m.

II. Consideration and approval of June 24, 2003 minutes

A MOTION was made by Kathy Peace to approve the minutes of the June 24, 2003 Planning and Zoning Commission meeting as written. SECOND by Gayle Albritton. MOTION passed unanimously, none opposed.

III. New Considerations

1. 400 Lindale Street - YMCA

a. Preliminary Site Plan

Representatives present: Scott Baddley, President/CEO Metro Jackson YMCA and Chuck Engle, Director of Clinton YMCA

Gary Ward briefed the commission on the preliminary site plan for the YMCA. The new facility will be 35,000 sq. ft. The existing day care building will be demolished and moved to the fitness center upon completion of the new building. There are some logistics concerning drainage issues and fire hydrants that remain to be worked out with the City.

Scott Baddley added that this project has been discussed over the past eight to ten years. The Y will be able to offer more fitness and have a larger day care facility with the new building.

A public hearing was held and no opposition was expressed.

Tony Hisaw asked about the square footage of the existing and new day care facilities. Scott replied that the existing day care has approx. 2200 sq ft and the new will have approx. 6700 sq ft.

Edward Taylor asked if the Y considered building on the property at Industrial Park that was donated by General Motors. Scott replied they had thought about it, but research showed that Lindale is the best location and the property at Industrial Park is not large enough for the building.

Jim Martin added that it was obvious a great deal of research, planning and fund raising had gone into this project and he was excited about the improvement as well as the growth to the City.

A MOTION was made by Jim Martin to recommend to the Mayor and Board of Aldermen to approve the preliminary site plan of the YMCA located at 400 Lindale Street contingent on satisfying all department heads requirements. SECOND by Edward Taylor. MOTION carried unanimously, none opposed.

IV. Other Business

There was no other business to discuss.

V. Confirmation of next meeting

Confirmation of the next Planning and Zoning Commission Meeting to be held on August 26, 2003 at 7:00 P.M. with the Informational Meeting set for 6:30 P.M.

VI. Adjournment

A MOTION was made by Gayle Albritton to adjourn the meeting. SECOND by Lisa Jones. MOTION carried unanimously, none opposed.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: August 5, 2003

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

AUG 05 2003

ACCT. NO.

CITY OF CLINTON

DISCUSSION/ACTION: Unkempt Property
Parcel No. 2862-165-252
(Johnson Street)

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Hisaw

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 PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

BOARD APPROVED

AUG 05 2003

RESOLUTION

CITY OF CLINTON

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at Parcel No. 2862-165-252, Johnson Street, Clinton, Mississippi, and after full consideration of the matter, Alderman Husaw offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT PARCEL NO. 2862-165-252, JOHNSON STREET, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at Parcel No. 2862-165-252, Johnson Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., August 5, 2003, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

NOW BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at Parcel No. 2862-165-252, Johnson Street, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman Brabham and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman 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 Resolution approved and adopted.

The foregoing Resolution was approved this the 5th day of August 2003.

ATTEST:

Carol Wanner, Deputy
WAYNE DERRICK, City Clerk

CITY OF CLINTON
BY: Rosemary A. Aultman
ROSEMARY AULTMAN, Mayor

(S E A L)



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: August 5, 2003

AGENDA ITEM NO.

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

AUG 05 2003

ACCT. NO.

CITY OF CLINTON

DISCUSSION/ACTION: Unkempt Property
Parcel No. 2860-925
(Tarvin Street)

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE"

“NAY”

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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BOARD APPROVED

AUG 05 2003

RESOLUTION

CITY OF CLINTON

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at Parcel No. 2860-925, Tarvin Street, Clinton, Mississippi, and after full consideration of the matter, Alderman Hisaw offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT PARCEL NO. 2860-925, TARVIN STREET, CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, MISSISSIPPI CODE OF 1972 AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at Parcel No. 2860-925, Tarvin Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., August 5, 2003, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting weeds, removing rubbish and dilapidated buildings and other debris.

NOW BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

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2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

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

Alderman Brabham voted:

yes

Alderman Hisaw voted:

yes

Alderman Greer voted:

yes

Alderman Brantley voted:

yes

Alderman Fisher voted:

yes

Alderman Touchton voted:

yes

Alderman Lott voted:

yes

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

The foregoing Resolution was approved this the 5th day of August 2003.

ATTEST:

Carol Warren Deputy
WAYNE DERRICK, City Clerk

CITY OF CLINTON
BY: Rosemary G. Aultman
ROSEMARY AULTMAN, Mayor

(S E A L)



BOARD APPROVED

AUG 05 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: August 05, 2003

Agenda Item No. 10

Consent Agenda:	To:
For:	Account No.

Discussion/Action: Letter agreement for sanitary sewer rehabilitation engineering. <i>10,000 with Alfred Engineering applied for SKF loan</i>	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Touchton

Seconded by: Brantley

<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 preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

ALFORD ENGINEERING

CONSULTING ENGINEERS

P.O. BOX 16621

JACKSON, MISSISSIPPI 39236-6621

5135 GALAXIE DRIVE, SUITE 401-D

JACKSON, MISSISSIPPI 39206

TELEPHONE: (601) 362-7450

FAX: (601) 366-5948

June 23, 2003

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

BOARD APPROVED

AUG 05 2003

CITY OF CLINTON

RE: SRF Sanitary Sewer Rehabilitation

Dear Mr. Broome:

In accordance with our previous meetings and discussions, we are pleased to offer the following proposal under our General Services Agreement with the City.

We understand that the City is desirous of repairing and/or replacing portions of the City's wastewater collection system. Some nine general locations have been identified as experiencing significant infiltration – inflow problems. Furthermore, the City wants to ensure that the funds expended will be used to effect the most positive result possible.

The City intends to perform investigative work to determine the condition of the existing facilities. This work will consist of smoke testing, cleaning, televising, flow monitoring and other procedures needed to determine these conditions.

The Engineer will ultimately prepare bidding documents, plans and specifications to do the rehabilitation work. However, the Engineer needs to be involved during the investigative process to provide input and develop hands on knowledge of the system.

Due to the lack of a specific work scope, we propose that this process be initiated under this agreement to study and investigate one or more of the problem areas. The City's team and Engineer will work together to formulate a program that will be used for the remainder of the project. At that time, it may be possible to establish a more definite scope of services and appropriate fees under a more formal agreement.

We propose to perform these services with the fees determined by the attached hourly rate schedule. The total fee will not exceed \$10,000.00 without approval by the City.

Page 2
June 23, 2003
Mr. Richard L. Broome, P.E.

BOARD APPROVED

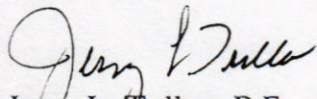
AUG 05 2003

CITY OF CLINTON

If you wish for us to proceed with these services, please authorize below and return a copy to us.

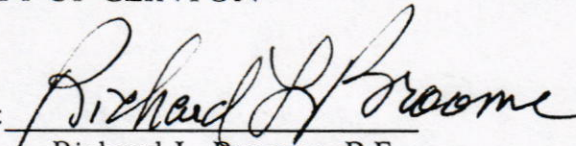
Sincerely,

ALFORD ENGINEERING


Jerry L. Tullos, P.E.
JLT/ss

ACCEPTED this 6th day of August, 2003.

CITY OF CLINTON

By: 
Richard L. Broome, P.E.
City Engineer

HOURLY RATE SCHEDULE
June, 2003

<u>Classification</u>	<u>Rate</u>
Professional Engineer	\$85.00
Engineering Technician	55.00
CADD Designer	55.00
Clerical	35.00

BOARD APPROVED

AUG 05 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: August 05, 2003

Agenda Item No. 11

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

Discussion/Action: Southside Water Improvements - Final Change Order - Adjustment of Quantities	add 6,611.20 total 445,938.88
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Brabham
Seconded by: Greer

<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 preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

CONTRACT CHANGE ORDER**BOARD APPROVED****AUG 05-2003**OWNER: **CITY OF CLINTON**CONTRACTOR: **HEMPHILL CONSTRUCTION**

LOAN NUMBER: DWI H280088-01

CITY OF CLINTONPROJECT NAME: **2002 SRF WATER IMPROVEMENTS DISTRIBUTION IMPROVEMENTS**CHANGE ORDER NUMBER: **Final** CONTRACT NUMBER: **2**REASON FOR CHANGE: **Final quantities and adjustments from distribution contract**

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF NECESSARY):

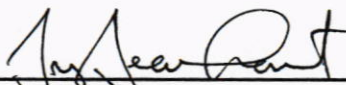
ITEM NUMBER	DESCRIPTION OF CHANGE(S)	QUANTITY		REVISED CONTRACT COST	
		Original	Added	Total	Eligible
2	12" C-900 PVC Waterline	3,114 LF	3,267 LF	\$3,825.00	\$3,825.00
3	16" C-900 PVC Waterline	394 LF	420 LF	\$1,040.00	\$1,040.00
5	24" Steel Casing Bore Jack	300 LF	310 LF	\$1,560.00	\$1,560.00
7	Compact Ductile Iron Fitting	4,051 LBS	4,100 LBS	\$ 186.20	\$ 186.20

TOTAL CONTRACT CHANGE**\$6,611.20 \$6,611.20**

ORIGINAL CONTRACT AMOUNT:	\$418,608.80	\$418,608.80
CURRENT CONTRACT AMOUNT:	\$435,938.88	\$435,938.88
THIS CONTRACT CHANGE:	\$6,611.20	\$6,611.20
REVISED CONTRACT AMOUNT:	\$445,938.88	\$445,938.88
CURRENT CONTRACT COMPLETION DATE:	May 30, 2003	May 30, 2003
TIME EXTENSION REQUIRED BY CHANGE	0 DAYS	0 DAYS
REVISED CONTRACT COMPLETION DATE:	June 27, 2003	June 27, 2003

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

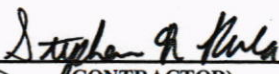
REVIEWED BY:


(ENGINEER)

7/21/03

(DATE)

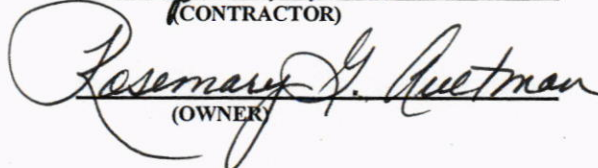
ACCEPTED BY:


(CONTRACTOR)

7/23/03

(DATE)

ORDERED BY:


(OWNER)

8/6/03

(DATE)

APPROVED BY:

(MSDH REPRESENTATIVE)

(APPROVAL LETTER DATE)

MARCH 10, 2002
DWILF22
Richard L. Broome, P.E.
City Engineer
601-924-5462
601-925-4605 FAX
7/30/03

CONTRACT CHANGE ORDER**BOARD APPROVED**

AUG 05 2003

OWNER: CITY OF CLINTONCONTRACTOR: HEMPHILL CONSTRUCTION

LOAN NUMBER: DWI H280088-01

PROJECT NAME: 2002 SRF WATER IMPROVEMENTS DISTRIBUTION IMPROVEMENTSCHANGE ORDER NUMBER: Final CONTRACT NUMBER: 2REASON FOR CHANGE: Final quantities and adjustments from distribution contract

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF NECESSARY):

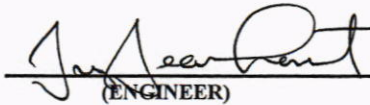
ITEM NUMBER	DESCRIPTION OF CHANGE(S)	QUANTITY		REVISED CONTRACT COST	
		Original	Added	Total	Eligible
2	12" C-900 PVC Waterline	3,114 LF	3,267 LF	\$3,825.00	\$3,825.00
3	16" C-900 PVC Waterline	394 LF	420 LF	\$1,040.00	\$1,040.00
5	24" Steel Casing Bore Jack	300 LF	310 LF	\$1,560.00	\$1,560.00
7	Compact Ductile Iron Fitting	4,051 LBS	4,100 LBS	\$ 186.20	\$ 186.20

TOTAL CONTRACT CHANGE**\$6,611.20 \$6,611.20**

ORIGINAL CONTRACT AMOUNT:	\$418,608.80	\$418,608.80
CURRENT CONTRACT AMOUNT:	\$435,938.88	\$435,938.88
THIS CONTRACT CHANGE:	\$6,611.20	\$6,611.20
REVISED CONTRACT AMOUNT:	\$445,938.88	\$445,938.88
CURRENT CONTRACT COMPLETION DATE:	May 30, 2003	May 30, 2003
TIME EXTENSION REQUIRED BY CHANGE	0 DAYS	0 DAYS
REVISED CONTRACT COMPLETION DATE:	June 27, 2003	June 27, 2003

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

REVIEWED BY:


(ENGINEER)

7/21/03

(DATE)

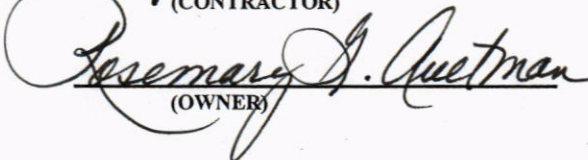
ACCEPTED BY:


(CONTRACTOR)

7/23/03

(DATE)

ORDERED BY:


(OWNER)

8/6/03

(DATE)

APPROVED BY:

(MSDH REPRESENTATIVE)

(APPROVAL LETTER DATE)

MARCH 10, 2002
DWILF22

Richard L. Broome, P.E.
City Engineer
601-924-5462
601-925-4605 FAX


7/30/03

CONTRACT CHANGE ORDER

BOARD APPROVED

AUG 05 2003

OWNER: **CITY OF CLINTON**

CONTRACTOR: **HEMPHILL CONSTRUCTION**

LOAN NUMBER: DWI H280088-01

CITY OF CLINTON

PROJECT NAME: **2002 SRF WATER IMPROVEMENTS DISTRIBUTION IMPROVEMENTS**

CHANGE ORDER NUMBER: Final **CONTRACT NUMBER:** 2

REASON FOR CHANGE: **Final quantities and adjustments from distribution contract**

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF NECESSARY):

ITEM NUMBER	DESCRIPTION OF CHANGE(S)	QUANTITY		REVISED CONTRACT COST	
		Original	Added	Total	Eligible
2	12" C-900 PVC Waterline	3,114 LF	3,267 LF	\$3,825.00	\$3,825.00
3	16" C-900 PVC Waterline	394 LF	420 LF	\$1,040.00	\$1,040.00
5	24" Steel Casing Bore Jack	300 LF	310 LF	\$1,560.00	\$1,560.00
7	Compact Ductile Iron Fitting	4,051 LBS	4,100 LBS	\$ 186.20	\$ 186.20

TOTAL CONTRACT CHANGE

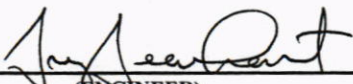
\$6,611.20

\$6,611.20

ORIGINAL CONTRACT AMOUNT:	\$418,608.80	\$418,608.80
CURRENT CONTRACT AMOUNT:	\$435,938.88	\$435,938.88
THIS CONTRACT CHANGE:	\$6,611.20	\$6,611.20
REVISED CONTRACT AMOUNT:	\$445,938.88	\$445,938.88
CURRENT CONTRACT COMPLETION DATE:	May 30, 2003	May 30, 2003
TIME EXTENSION REQUIRED BY CHANGE	0 DAYS	0 DAYS
REVISED CONTRACT COMPLETION DATE:	June 27, 2003	June 27, 2003

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

REVIEWED BY:


(ENGINEER)

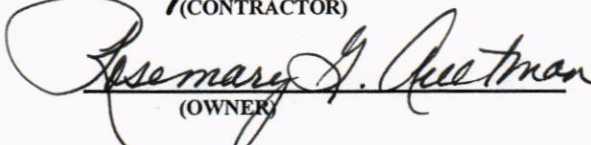
7/21/03
(DATE)

ACCEPTED BY:


(CONTRACTOR)

7/23/03
(DATE)

ORDERED BY:


(OWNER)

8/6/03
(DATE)

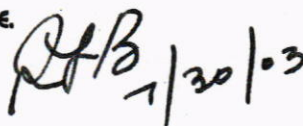
APPROVED BY:

(MSDH REPRESENTATIVE)

(APPROVAL LETTER DATE)

MARCH 10, 2002
DWILF22

Richard L. Broome, P.E.
City Engineer
City of Clinton
Mississippi
601-924-5462
601-925-4605 FFD


7/30/03

CONTRACT CHANGE ORDER**BOARD APPROVED**OWNER: CITY OF CLINTON

AUG 05 2003

CONTRACTOR: HEMPHILL CONSTRUCTION

LOAN NUMBER: DWI H280088-01

CITY OF CLINTONPROJECT NAME: 2002 SRF WATER IMPROVEMENTS DISTRIBUTION IMPROVEMENTSCHANGE ORDER NUMBER: Final CONTRACT NUMBER: 2REASON FOR CHANGE: Final quantities and adjustments from distribution contract

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF NECESSARY):

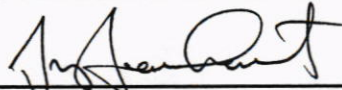
ITEM NUMBER	DESCRIPTION OF CHANGE(S)	QUANTITY		REVISED CONTRACT COST	
		Original	Added	Total	Eligible
2	12" C-900 PVC Waterline	3,114 LF	3,267 LF	\$3,825.00	\$3,825.00
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5	24" Steel Casing Bore Jack	300 LF	310 LF	\$1,560.00	\$1,560.00
7	Compact Ductile Iron Fitting	4,051 LBS	4,100 LBS	\$ 186.20	\$ 186.20

TOTAL CONTRACT CHANGE**\$6,611.20****\$6,611.20**

ORIGINAL CONTRACT AMOUNT:	\$418,608.80	\$418,608.80
CURRENT CONTRACT AMOUNT:	\$435,938.88	\$435,938.88
THIS CONTRACT CHANGE:	\$6,611.20	\$6,611.20
REVISED CONTRACT AMOUNT:	\$445,938.88	\$445,938.88
CURRENT CONTRACT COMPLETION DATE:	May 30, 2003	May 30, 2003
TIME EXTENSION REQUIRED BY CHANGE	0 DAYS	0 DAYS
REVISED CONTRACT COMPLETION DATE:	June 27, 2003	June 27, 2003

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

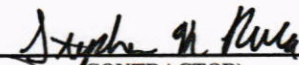
REVIEWED BY:


 (ENGINEER)

7/21/03

(DATE)

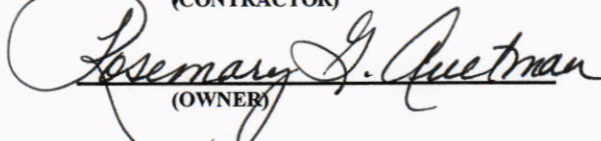
ACCEPTED BY:


 (CONTRACTOR)

7/23/03

(DATE)

ORDERED BY:


 (OWNER)

8/6/03

(DATE)

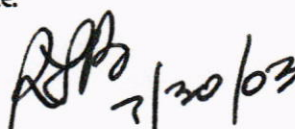
APPROVED BY:

(MSDH REPRESENTATIVE)

(APPROVAL LETTER DATE)

MARCH 10, 2002
DWILF22

 Richard L. Broome, P.E.
 City Engineer
 601-924-5462
 601-925-4605 FAX


 7/30/03

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: August 05, 2003

Agenda Item No. 12

Consent Agenda:	To:
For:	Account No.

Discussion/Action: Southside Water Well – Contract #1 – Proposed Change Order #2
for the addition of a portable emergency generator

Introduced by: Richard Broome

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: _____

Recommendation:

Board Action:

Motion made by: Remained
Seconded by: _____

<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 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.

RECEIVED
JUL 29 2003
CITY OF CLINTON
ENGINEERING DEPARTMENT

July 29, 2003

Mr. Richard Broome, P. E., City Engineer
City of Clinton
P. O. Box 156
Clinton, Mississippi

Re: City of Clinton
2002 SRF Water Improvements
Contract No. 1 1,000 GPM Water Well
WGK #01-249

Dear Richard:

Enclosed are four (4) copies of Change Order No. 2 for Contract No. 1 of the referenced project. If approved, the project budget surplus will be reduced from \$339,010.32 to \$259,276.12. These funds will eventually be returned to the SRF loan program as unspent funds. Please have the Change Order executed and return all copies to me for further DEQ and MDOH approval.

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

Sincerely,

WILLIFORD, GEARHART & KNIGHT, INC.


William S. (Bill) Gilliland
Engineer Assistant

wsg

Pc: Tim Rogers, Public Works Director

CONTRACT CHANGE ORDER

OWNER: CITY OF CLINTON

CONTRACTOR: LAYNE CENTRAL A DIVISION OF LAYNE CHRISTENSEN COMPANY

LOAN NUMBER: DWI H280088-01

PROJECT NAME: 2002 SRF WATER IMPROVEMENTS - 1000 gpm Water Well

CHANGE ORDER NUMBER: 2 CONTRACT NUMBER: 1 REASON FOR CHANGE: New 350 KW Trailer Mounted Emergency Generator.

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS (USE ADDITIONAL SHEETS IF NECESSARY):

ITEM NUMBER	DESCRIPTION OF CHANGE(S)	ORIGINAL COST		REVISED CONTRACT COST	
		Total	Eligible	Total	Eligible
1	350 KW Trailer Mounted Emergency Generator (Complete) and Manual Transfer Switch			\$ 73,115.00	\$ 73,115.00

TOTAL CONTRACT CHANGE

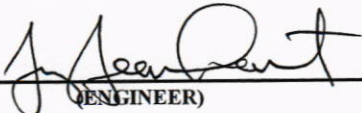
\$73,115.00

\$73,115.00

ORIGINAL CONTRACT AMOUNT:	\$320,064.00	\$320,064.00
CURRENT CONTRACT AMOUNT:	\$413,198.00	\$413,198.00
THIS CONTRACT CHANGE:	\$ 73,115.00	\$ 73,115.00
REVISED CONTRACT AMOUNT:	\$486,313.00	\$486,313.00
CURRENT CONTRACT COMPLETION DATE:	October 5, 2003	October 5, 2003
TIME EXTENSION REQUIRED BY CHANGE	0 DAYS	0 DAYS
REVISED CONTRACT COMPLETION DATE:	October 5, 2003	October 5, 2003

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT SHALL APPLY.

REVIEWED BY:


(ENGINEER)

7/29/03
(DATE)

ACCEPTED BY:


(CONTRACTOR)

7-29-03
(DATE)

ORDERED BY:


(OWNER)

7/29/03
(DATE)

APPROVED BY:

(MSDH REPRESENTATIVE)

(APPROVAL LETTER DATE)

MARCH 10, 2002
DWLF22

BOARD APPROVED

AUG 05 2003

SECURITY AND REIMBURSEMENT AGREEMENT

CITY OF CLINTON

THIS SECURITY AND REIMBURSEMENT AGREEMENT (the "Agreement") made as of the ____ day of July, 2003, by and between **Clinton Parkway Centre, LLC** (the "Developer") and the **City of Clinton, Mississippi** (the "City") acting by and through its Board of Aldermen (the "Governing Body") of the City.

RECITALS

A. **WHEREAS**, the City and the Developer are entering into this Agreement pursuant to Section 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended; and

B. **WHEREAS**, the City has approved a Tax Increment Financing Plan (Clinton Parkway Project) under which the City will issue Tax Increment Financing Bonds in the principal amount not to exceed \$250,000; and

C. **WHEREAS**, pursuant to this Agreement, the Developer has agreed to undertake the development and construction of necessary infrastructure improvements on property and/or right-of-way or easement areas owned by the Developer, a portion of which has been or will be dedicated to the City, in order to provide needed services and infrastructure improvements on and/or adjacent to certain property as more fully defined and described by property description, plat and survey in Exhibit "A" attached thereto (the "Project Site") said infrastructure improvements which may include, but not necessarily be limited to, construction of access roads, road widening, traffic signalization; installation of utilities such as water, sanitary sewer, and natural gas lines; installation of drainage facilities and improvements, landscaping of rights-of-way, purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove, and other incidental costs and professional fees. The said infrastructure improvements are hereinafter collectively referred to as the "Public Improvement Project" and are more specifically described in Exhibit "C" attached hereto and the City's Tax Increment Financing Plan (Clinton Parkway Project), June 17, 2003 (the "TIF Plan") which TIF Plan has heretofore been approved by the City; and

D. **WHEREAS**, the City shall reimburse the Developer for the actual costs of acquiring all rights-of-way and constructing and installing the Public Improvement Project as provided herein, however, such costs may only be reimbursed to the extent of the proceeds received and held by the City from the issuance of the City's Tax Increment Limited Obligation Bonds, Series 2003, to be dated as of such date as shall be mutually agreeable to the City and the Developer which Bonds will be secured by the incremental increase in ad valorem taxation of the project site and improvement thereon that constitute the Redevelopment Project described in the TIF Plan (the "Bonds"); and

E. **WHEREAS**, the Project Site has been or shall be subdivided into two parcels and sold to private entities which will construct improvements generally described on Exhibit "B" located on approximately eight (8)(+/-) acres located at the southeast corner of the intersection of the Clinton Parkway and Cynthia Street and the northeast corner of the intersection of Clinton Parkway and Cynthia Street, City of Clinton, Hinds County, Mississippi, as more fully identified in Exhibit "B" hereto, (the "Redevelopment Project") to be constructed as buildings housing a major commercial shopping center and a bank, respectively, surrounded by parking facilities as more fully described in the TIF Plan and the Exhibits hereto.

NOW THEREFORE, for and in consideration of the premises, the mutual promises, conditions and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

CONSTRUCTION OF THE INFRASTRUCTURE IMPROVEMENTS AND REDEVELOPMENT PROJECT

1.1 **Plans and Specifications.** The Developer has developed or shall develop Plans and Specifications for each of the Redevelopment Project and the Public Improvement Project (the "Plans and Specifications"). The Plans and Specifications have been or shall be made available for inspection by the City. The work involved in constructing the Redevelopment Project and the Public Improvement Project shall be segregated and separate books and records shall be maintained by Developer in order to determine the actual cost of the Public Improvement Project.

1.2 **Construction of Public Improvement Project.** The Developer and the City shall each construct and install a portion of the Public Improvement Project in accordance with the Plans and Specifications. The Developer and the City shall use reasonable efforts to complete the construction and installation of the Public Improvement Project in accordance with the Plans and Specifications and the TIF Plan on or before August 1, 2004 (the "Public Improvement Project Completion Date"). The construction of the Public Improvement Project shall be in full compliance with existing building codes and ordinances of the City. The Developer hereby authorizes the City to inspect the construction of the Public Improvement Project to ensure compliance with the TIF Plan, the Plans and Specifications and City codes and ordinances.

1.3 **Construction of the Redevelopment Project.** The Developer shall construct or cause the Redevelopment Project to be constructed. The Developer shall use reasonable efforts to complete or cause the construction of the Redevelopment Project to be completed on or before August 1, 2004 (the "Redevelopment Project Completion Date") (together, the Public Improvement Project Completion Date and the Redevelopment Project Completion Date are referred to herein as the "Completion Date").

1.4 **Certificate of Completion.** Upon completion of both the Public Improvement Project pursuant to Section 1.2 and the Redevelopment Project pursuant to Section 1.3, the Developer shall submit to the City, a Certificate of Completion certifying that the Public Improvement Project is substantially complete in accordance with Section 1.2. The Certificate of Completion shall be executed by an authorized officer of the Developer and the project engineer.

ARTICLE II

REIMBURSEMENT BY THE CITY

2.1 **Reimbursement by the City.** The City and the Developer will each construct a portion of the Public Improvement Project, and the City shall reimburse the Developer for amounts paid by the Developer with respect to constructing and installing the Public Improvement Project, subject to the limitations set forth in Section 2.2. Furthermore, Developer acknowledges that reimbursement by the City is subject to the City first using the proceeds of the bonds to defray the cost of infrastructure and other related improvements, which may include, but not necessarily be limited to, installation of utilities such as water, sanitary sewer, and natural gas lines; installation drainage; construction of roadways with curb and gutter; installation of traffic signalization and signage; sidewalks; relocation of utilities; landscaping of rights-of-way for the installation of the infrastructure improvements; and cost associated with the issuance of the Bonds.

2.2 **Reimbursement Invoices.** The City shall reimburse the Developer for costs incurred to construct and install the Public Improvement Project from time to time upon (i) receipt of a requisition for reimbursement in a form acceptable to the City, duly executed by the Developer which requisition shall have supporting documentation attached in the form of contractor's affidavits, invoices and the like reflecting the amounts and nature of each request for reimbursement (the "Requisition") and (ii) dedication of the Public Improvement Project to the City to assure use by the general public by either dedication deed, easement or other similar legal instrument. The final Requisition for reimbursement shall also have a Certificate of Completion attached as described in Section 1.4 hereof. The obligation of the City to reimburse the Developer for the cost of the Redevelopment Project shall be limited to the proceeds of the Bonds.

2.3 **Delays in Completion of the Project.** The City is issuing the Bonds in anticipation of the Public Improvement Project and the Redevelopment Project being completed by the Completion Date and fully taxable for ad valorem tax purposes on January 1, 2005. In the event that the Redevelopment Project is not completed by the Completion Date, and not taxable for ad valorem tax purposes on January 1, 2005, or there is a deficit of additional tax revenues available to pay the first maturing principal and interest on the Bonds, the City reserves the right to use a portion of the Bond proceeds to pay such deficit.

2.4 **Cost Overruns.** In the event the proceeds of Bonds are insufficient to defray all the cost of the Public Improvement Project, the Developer shall pay such deficiency.

ARTICLE III

STANDARDS OF PERFORMANCE: AMENDMENTS TO PLANS AND SPECIFICATIONS

3.1 **Standards of Performance.** The Developer agrees to furnish its good skill and judgment, efficient administration and superintendence for the Public Improvement Project and to use diligent efforts to carry out and complete the Public Improvement Project in an expeditious and economical manner consistent with the joint interests of the Developer and the City.

3.2 **Amendments to Plans and Specifications.** The Plans and Specifications may be amended by the Developer but not to the extent that the Public Improvement Project will not qualify as a "redevelopment project" under the Act.

ARTICLE IV

WARRANTIES AND COVENANTS OF DEVELOPER AND THE CITY

4.1 **The Developer Warrants and Covenants:** That the combined assessed value of the Project Site which includes all subdivided parcels and improvements thereon, excluding personal property, will have an estimated true value of approximately \$4,640,000. The Developer further covenants and agrees that the true value of the real property constituting a part of the Redevelopment Project will at all times maintain a value sufficient to pay the principal and interest on the Bonds.

4.2 **Payment of Fees.** Notwithstanding anything to the contrary herein, nothing in this Agreement shall compel the Developer to construct the Redevelopment Project prior to the issuance and delivery of the Bonds. In the event the Developer elect not to construct the Redevelopment Project, the Developer agrees to pay all cost and expense incurred by the City in connection with the issuance of the Bonds including attorney's fees.

4.3 **The City Warrants and Covenants:**

4.3.1 **Issuance of Bonds.** That it will use diligent and good faith efforts to issue and deliver the Bonds and make the proceeds available to defray the cost of the Public Improvement Project.

4.4 **Breach of Warranty.** No breach of any warranty or covenant contained in this Agreement by the Developer shall impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing powers other than as specifically provided in Section 2 hereof; and further, the City's obligation to reimburse the Developer under Section 2 hereof shall be in all instances limited to Bond proceeds received and held by the City from the issuance of the Bonds.

ARTICLE V

TERMINATION OF THE AGREEMENT FOR CAUSE

5.1 Termination by Developer.

- i. Prior to the issuance of the Bonds, Developer may terminate this Agreement upon giving the City fifteen (15) days prior written notice to the City along with the payment of the fees and expenses incurred by the City up to the date of termination; or
- ii. After the issuance and delivery of the Bonds, this Agreement may be terminated by the Developer upon the payment by the Developer to the City of an amount which will be sufficient to pay and redeem the principal, premium and interest on the Bonds up to and including the first available redemption date.

5.2 Termination by City.

- i. Prior to the issuance and delivery of the Bonds, if the Developer fails to timely initiate construction of the Redevelopment Project or perform any of their material obligations under this Agreement, the City may terminate this Agreement, after forty-five (45) days prior written notice to the Developer; or
- ii. After the issuance of the Bonds, if the Developer is adjudged a bankrupt or insolvent, or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed on account of its insolvency, the City may terminate this Agreement after five (5) days prior written notice to the Developer.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 Assignment. Neither the City nor the Developer shall assign its obligations or interests in this Agreement without the prior written consent of the other, its successors and assigns such consent not to be unreasonably withheld. This Agreement shall be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.

6.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

6.3 **Amendments.** This Agreement shall be amended only by the mutual agreement of the parties hereto, their respective successors and assigns, in a writing to be attached to and incorporated into this Agreement.

6.4 **Invalidity.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 **No Joint Venture.** The Developer shall furnish their services hereunder as an independent contractor only and not as an employee of the City. Nothing contained in this Agreement shall be deemed or construed to constitute as between the parties a joint venture or partnership. The parties expressly agree that no third parties are intended as beneficiaries of the rights or obligations of this Agreement.

6.7 **Notices.** Any notice given or required to be given under this Agreement shall, except as otherwise provided herein, be in writing and shall be deemed to have been given when delivered personally or mailed by registered mail, postage prepaid, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

To the Developer, by addressing the same to:

Clinton Parkway Centre. LLC
900 East County Line Road
Ridgeland, Mississippi 39157

Attention: Mike Peters

To the City by addressing the same to:

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

Attention: City Clerk (With a copy to the Attorney for the Board of Aldermen)

Either party may, however, at any time, change its address for notification purposes by mailing as herein provided a notice stating the change of address.

6.8 **Section Headings.** The Article and Section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

6.9 **Survival of Provisions.** Any term, covenant, condition or provision of this Agreement which expressly provides, or in context is intended to survive a termination or expiration of this Agreement shall survive.

6.10 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

6.11 **Exhibits.** The following Exhibits are hereby deemed to be a part of this Agreement:

Exhibit "A": The Project Site

Exhibit "B": Description of Improvements on each of two (2) parcels.

Exhibit "C": Description of Improvements that constitutes the Public Improvement Project

IN WITNESS WHEREOF, the City and the Developer have duly executed this Agreement by their respective hands and under seal affixed hereto as of the day and year first above written.

CITY OF CLINTON, MISSISSIPPI

By:

Rosemary J. Aultman

Title:

Mayor

Attest:

Carol Warden, Deputy Clerk

[SEAL]

CLINTON PARKWAY CENTRE, LLC

By:

Title:

Attest:

EXHIBIT "A"

The Project Site

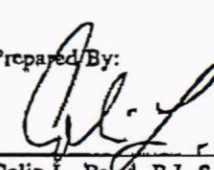
EXHIBIT A

Legal Description
Part 1

Commencing at the Northwest corner of Lot 33, Part 2 of Kentwood Subdivision as referenced in Plat Cabinet C at Slide 74 in the Chancery Clerk's Office of Hinds County, said point represented by a 1/2" iron rebar found, thence run South 00 degrees 21 minutes 00 seconds West along the West line of Kentwood Part 2 Subdivision, a distance of 219.15 feet to a 1/2" rebar set, said point being the Point of Beginning of the tract herein described:

From the Point of Beginning, thence run South 00 degrees 21 minutes 00 seconds West along the West line of said Kentwood Part 2 Subdivision, a distance of 222.97 feet to a 3/8" iron rebar set; thence run South 33 degrees 46 minutes 00 seconds East along the West line of said Kentwood Part 2 Subdivision, a distance of 155.79 feet to a 3/8" iron rebar found; thence run South 00 degrees 47 minutes 49 seconds West a distance of 28.30 feet to a 1/2" iron rebar set; thence run North 88 degrees 55 minutes 40 seconds West a distance of 302.16 feet to a 1/2" rebar set on the East right-of-way line of Clinton Parkway; thence run along said right-of-way and along a curve to the left with the following curve data: Radius of 8,650.37 feet, Arc Length of 376.64 feet, Chord Bearing of North 02 degrees 04 minutes 47 seconds East, Chord Distance of 376.61' to a 1/2" rebar set; thence leave said right-of-way and run South 89 degrees 39 minutes 00 seconds East a distance of 203.61 feet back to the Point of Beginning, said tract being 2.00 acres, more or less, and being located in the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 20, Township 6 North, Range 1 West, First Judicial District of Hinds County, Mississippi.

Prepared By:


Colin L. Baird, P.L.S.
Williford, Gearhart & Knight
Engineers & Surveyors
April 10, 2002



02-100a

MP
VW

EXHIBIT "B"

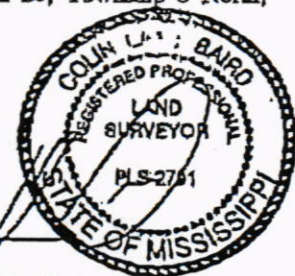
Legal Description
Part 2

Commencing at the Northwest corner of Lot 33, Part 2 of Kentwood Subdivision as referenced in Plat Cabinet C at Slide 74 in the Chancery Clerk's Office of Hinds County, said point represented by a 1/2" iron rebar found, thence run South 00 degrees 21 minutes 00 seconds West along the West line of Kentwood Part 2 Subdivision, a distance of 442.12 feet to a 3/8" iron rebar set; thence run South 33 degrees 46 minutes 00 seconds East along the West line of Kentwood Part 2 Subdivision, a distance of 155.79 feet to a 3/8" iron rebar found; thence run South 00 degrees 47 minutes 49 seconds West along the West line of Kentwood Part 2 Subdivision, a distance of 28.30 feet to a 1/2" rebar set, said point being the Point of Beginning of the tract herein described:

From the Point of Beginning, thence run South 00 degrees 47 minutes 49 seconds West along the West line of said Kentwood Part 2 Subdivision, a distance of 247.06 feet to a 1/4" rebar set in the centerline of Lindsey Creek; thence run South 77 degrees 01 minutes 45 seconds West along the centerline of said creek, a distance of 87.30 feet to a 1/4" rebar set; thence run South 72 degrees 42 minutes 15 seconds West along the centerline of said creek, a distance of 95.36 feet to a 1/2" rebar set; thence run South 71 degrees 37 minutes 29 seconds West along the centerline of said creek a distance of 131.03 feet to a 1/2" rebar set on the East right-of-way of Clinton Parkway; thence run North 05 degrees 45 minutes 50 seconds East a distance of 25.40 feet to a 1/2" iron rebar found on the East right-of-way line of Clinton Parkway; thence run North 84 degrees 21 minutes 00 seconds West along said right-of-way line a distance of 16.14 feet to a 1/4" iron rebar found; thence run North 00 degrees 18 minutes 06 seconds East along said right-of-way line a distance of 106.19 feet to a 1/4" iron rebar found; thence run North 04 degrees 21 minutes 24 seconds East along said right-of-way line a distance of 116.74 feet to a 1/2" rebar set; thence run along said right-of-way and along a curve to the left with the following curve data: Radius of 8,650.37 feet, Arc Length of 92.68 feet, Chord Bearing of North 03 degrees 38 minutes 03 seconds East, Chord Distance of 92.68' to a 1/4" rebar set; thence leave said right-of-way and run South 88 degrees 55 minutes 40 seconds East a distance of 302.16 feet back to the Point of Beginning, said tract being 2.08 acres, more or less, and being located in the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 20, Township 6 North, Range 1 West, First Judicial District of Hinds County, Mississippi.

Prepared By:

Colin L. Baird, P.L.S.
Williford, Gearhart & Knight, Inc.
Engineers & Surveyors
April 10, 2002



mf
vw

Legal Description
Part 3

EXHIBIT "A"

Beginning at the Northwest corner of Lot 33, Part 2 of Kentwood Subdivision as referenced in Plat Cabinet C at Slide 74 in the Chancery Clerk's Office of Hinds County, said point represented by a 1/2" iron rebar found, thence run South 00 degrees 21 minutes 00 seconds West along the West line of Kentwood Part 2 Subdivision, a distance of 219.15 feet to a 1/2" rebar set; thence run North 89 degrees 39 minutes 00 seconds West a distance of 203.61 feet to a 1/2" rebar set to the East right-of-way of Clinton Parkway; thence run along said right-of-way and along a curve to the left with the following curve data: Radius of 8,650.37 feet, Arc Length of 7.85 feet, Chord Bearing of North 00 degrees 48 minutes 23 seconds East, Chord Distance of 7.85' to a 1/2" iron rebar found; thence run North 00 degrees 48 minutes 50 seconds East along said right-of-way line a distance of 82.15 feet to a 3/8" iron rebar set; thence leave said right-of-way and run South 89 degrees 19 minutes 45 seconds East a distance of 49.21 feet to a 1/4" iron rebar found; thence run North 00 degrees 18 minutes 59 seconds East a distance of 130.00 feet to a 1/4" iron rebar found on the south right-of-way line of Cynthia Road; thence run South 89 degrees 26 minutes 24 seconds East along said right-of-way line, a distance of 153.75 feet back to the Point of Beginning, said tract being 0.88 acres, more or less, and being located in the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 20, Township 6 North, Range 1 West, First Judicial District of Hinds County, Mississippi.

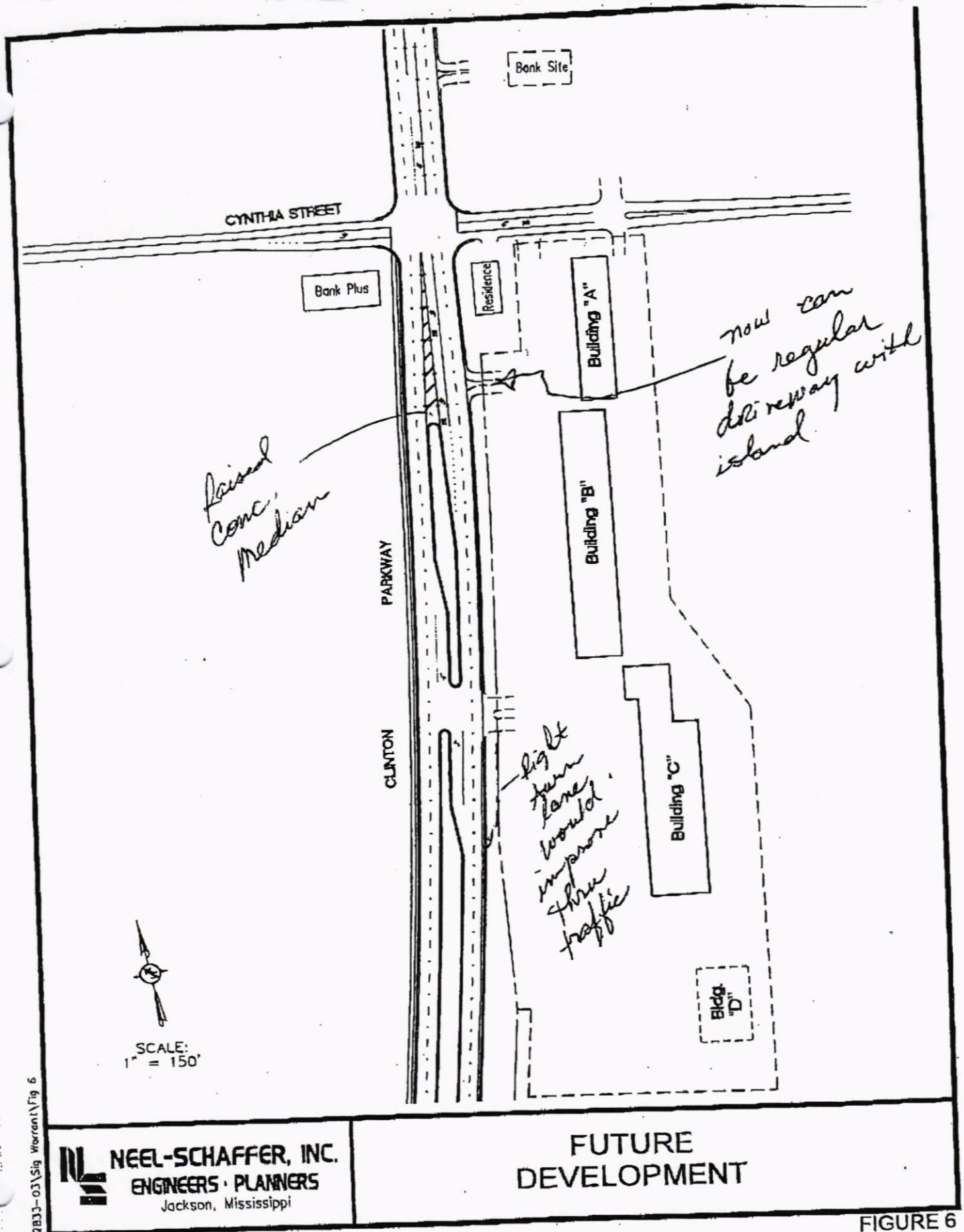
Prepared By:


Colin L. Baird, P.L.S.
Williford, Gearhart & Knight, Inc.
Engineers & Surveyors
April 10, 2002



02-100c





2033-03\Sig Warrant\Fig 6



NEEL-SCHAFER, INC.
ENGINEERS • PLANNERS
Jackson, Mississippi

**FUTURE
DEVELOPMENT**

FIGURE 6

EXHIBIT "B"

Description of Improvements on each of two (2) parcels

The project includes the development of the Clinton Parkway Centre and BancorpSouth Bank. The Clinton Parkway Centre is proposed to be constructed on approximately six (6) acres located at the southeast corner of the intersection of the Clinton Parkway and Cynthia Street. The Clinton Parkway Centre will be developed in two phases. Phase I will consist of approximately 22,700 square feet, and Phase II will be comprised of approximately 19,300 square feet. The BancorpSouth building is proposed to be built on two (2) acres and will be located at the northeast corner of the intersection of the Clinton Parkway and Cynthia Street.

EXHIBIT "C"

**DESCRIPTION OF IMPROVEMENTS
THAT CONSTITUTES THE PUBLIC IMPROVEMENT PROJECT**

1. Installation of Water Service and Tap
2. Fire Hydrant and Fire Main
3. Installation for 760 ln. ft. PVC Sewer & Taps
4. 6 Manholes
5. 580 ln. ft. Curb and Gutter
6. 450 sq. yds. Asphalt Paving
7. City Curb Cuts
8. Storm Drainage
 - a. 210 ln. ft 30" HDPE Storm Drain Pipe
 - b. 180 ln. ft 24" HDPE Storm Drain Pipe
 - c. 480 ln. ft 18" HDPE Storm Drain Pipe
 - d. 200 ln. ft 12" HDPE Storm Drain Pipe
 - e. 225 ln. ft 8" PVC Storm Drain Pipe
 - f. 13 Catch Basins
 - g. 1 Curb Outlet
 - h. Storm Water Retention Pond
9. Street Lighting along the Parkway
10. Landscaping at Right of Way

Signal

BOARD APPROVED

AUG 05 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: August 05, 2003

Agenda Item No. 13

Consent Agenda:	To:
For:	Account No.

Discussion/Action: Parkway Center Tax Increment Financing Project, Resolution for Security and Reimbursement Agreement, and Security and Reimbursement Agreement.	
Introduced by: Richard Broome	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

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 preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

AUG 05 2003

CITY OF CLINTON

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, APPROVING AND ADOPTING A SECURITY AND REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE ISSUANCE BY THE CITY OF CLINTON, MISSISSIPPI OF TAX INCREMENT LIMITED OBLIGATION BONDS NOT TO EXCEED THE PRINCIPAL AMOUNT OF \$250,000 SERIES-2003 FOR THE CLINTON PARKWAY PROJECT.

WHEREAS, the Mayor and Aldermen of the City of Clinton Mississippi ("City"), a public body, corporate and politic, and a municipality as defined in Title 21, Chapter 45, Section 3, Mississippi Code of 1972, is authorized and empowered by the Constitution and the Statutes of the State of Mississippi, including Section 21-45-1 through 21-45-21, Mississippi Code of 1972, as amended, to undertake and carry out redevelopments projects within an area determined by the Governing Body of the City, to be in need of development and/or re-development and designated as appropriate for re-development projects in accordance with Redevelopment and Tax Increment Financing Plans adopted by the Governing Body of the City, and

WHEREAS, the Governing Body on the City of Clinton, has previously adopted and approved the City's Tax Increment Financing Plan, (Clinton Parkway Project) June 17, 2003, City of Clinton, Mississippi.

WHEREAS, there has been presented to the City a form of Security and Reimbursement Agreement to be executed by and between the City and Clinton Parkway Centre, LLC.

NOW, THEREFORE, be it resolved that the Security and Reimbursement Agreement presented is hereby approved in substantially the following form attached hereto as Exhibit A, with such changes, additions, deletions, and modifications as shall be approved by the officers of the City executing the Security and Reimbursement Agreement, their execution thereof signifying their approval.

Alderman Jauchton made the motion to adopt the foregoing Resolution and
Alderman Rott seconded the motion to adopt the foregoing Resolution, and
the vote thereupon was as follows:

Alderman Jehu Brabham
Alderman Tony Hisaw
Alderman Tony Greer
Alderman Clint Bantley
Alderman Phil Fisher
Alderman Herb Touchton
Alderman Sharbert Lott

voted: yes
voted: yes
voted: yes
voted: yes
voted: yes
voted: yes
voted: yes

The motion having received the affirmative vote of a majority of all of the members of the Board present, the Mayor declared the motion carried and the Resolution adopted on this the 5th day of July, 2003.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
ROSEMARY AULTMAN, MAYOR

ATTEST:

Carol Warren, Deputy
WAYNE DERRICK, CITY CLERK



BOARD APPROVED

AUG 05 2003

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: August 5, 2003

AGENDA ITEM NO. 14

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO: _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

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

DISCUSSION/ACTION: Estoppel Certificate for Riverwood

Introduced by: Ken Dreher, City Attorney

BOARD ACTION: _____ MOTION MADE BY: Hisaw

SECONDED BY: Brantley

<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.



**RIVERWOOD
INTERNATIONAL**

BOARD APPROVED

AUG 05 2003

CITY OF CLINTON

July 16, 2003

BY FEDERAL EXPRESS

City of Clinton
City Hall
Clinton, MS 39056

RECEIVED

JUL 17 2003

**OFFICE OF THE CITY CLERK
CITY OF CLINTON**

Re: Industrial Enterprise Contract, dated June 23, 1959, by and between the City of Clinton (as successor to the Board of Aldermen of the Municipality of Clinton, Mississippi) ("Landlord") and Riverwood International Corporation (as successor to First Carton Corporation) ("Tenant") for premises in Clinton, MS (as further described on Exhibit A, the "Lease")

Dear Sir or Madam:

Pursuant to transactions related to that certain Agreement and Plan of Merger, dated as of March 25, 2003, by and among Riverwood Holding, Inc., a Delaware corporation, Graphic Packaging International Corporation, a Colorado corporation, and Riverwood Acquisition Sub LLC, a Delaware limited liability company, Tenant will (a) be merged with Graphic Packaging Corporation, a Delaware corporation, with Tenant being the surviving corporation and (b) change its name to Graphic Packaging International, Inc. ("GPI").

In connection with the merger, GPI will obtain financing (the "Financing") from a group of banks (the "Lenders") led by JPMorgan Chase Bank, as Administrative Agent (the "Administrative Agent"). In connection with the Financing, certain assets will be pledged and mortgaged to the Administrative Agent, including all right, title and interest of GPI (as successor to Tenant) in and under the Lease. In connection with these transactions, the Lenders and the Administrative Agent have requested that we obtain this certification from you.

(a) By counter-signing this letter agreement, Landlord hereby consents, for the benefit of the Administrative Agent as mortgagee ("Mortgagee") and the Lenders, to (x) the granting by GPI, as successor to Tenant ("Mortgagor"), to Mortgagee of a mortgage on Tenant's leasehold estate created by the Lease (the "Mortgage") and (y) any assignment or transfer of the Lease to Mortgagee or its nominee, as the case may be,

arising by reason of a default by Mortgagor under the Mortgage and a foreclosure of the security provided thereby. Landlord hereby further covenants and agrees:

- (i) to send to Mortgagee at the following addresses, or at such other address hereafter designated by Mortgagee from time to time, a copy of any notice of default by Mortgagor under the Lease which notice shall state the nature of the default and the amounts, if any, which are in default, and any other notices, demands or requests sent by Landlord to Mortgagor under the Lease:

JPMorgan Chase Bank
270 Park Avenue
New York, New York 10017
Attention: William J. Caggiano
Telecopy: (212) 270-3279
Telephone: (212) 270-1338

with a copy to: JPMorgan Chase Bank
Agent Bank Services Group
111 Fannin, Tenth Floor
Houston, Texas 77002
Attention: Leah Hughes
Telecopy: (713) 750-2932
Telephone: (713) 750-2885

- (ii) that Landlord will not terminate the Lease by reason of a bankruptcy, reorganization or other similar proceeding affecting Mortgagor, provided that Mortgagee (1) cures any other defaults under the Lease in accordance with the requirements under the Lease, (2) makes all payments due under the Lease as and when required thereunder, and (3) performs all other obligations of Mortgagor under the Lease;
- (iii) if the property on which the premises under the Lease are located is or becomes subject to a mortgage or other lien or encumbrance at any time during the term of the Lease or any extension thereof, to promptly obtain from any such mortgagee or lienholder an agreement in recordable form evidencing the mortgagee's recognition of the Lease and Landlord's consents and agreements contained herein, it being understood that said document will include the mortgagee's agreement not to disturb Mortgagor under the Lease during the term of the Lease and any extension thereof,

provided that (1) Mortgagor is not in default under the terms of the Lease and (2) if a default does exist under the terms of the Lease, such default is being cured by Mortgagor or Mortgagee, as the case may be; and

- (iv) that if Mortgagor's interest under the Lease is transferred by foreclosure of the Mortgage, deed in lieu thereof or otherwise to Mortgagee or to its respective designee or to any successor reasonably acceptable to Landlord, or if any such party obtains control of Mortgagor then, notwithstanding anything in the Lease to the contrary, no such transfer of Mortgagor's interest under the Lease or control of Mortgagor to any of the foregoing shall in and of itself be deemed a violation of any provision of the Lease restricting such transfers, and Landlord agrees to recognize any designee of Mortgagee reasonably acceptable to Landlord as lessee under the Lease.

(b) Landlord further agrees that notwithstanding anything to the contrary contained in the Lease, the Lease is hereby amended as follows:

- (i) No notice of default or termination of Lease by Landlord to Mortgagor shall be deemed to have been duly given unless and until a copy thereof has been so provided to Mortgagee.
- (ii) If in the event that Mortgagee has cured a default of Mortgagor, and Mortgagee discontinues foreclosure proceedings, the Lease shall continue in full force and effect as if Mortgagor had not defaulted under the Lease.
- (iii) The making of the Mortgage by Mortgagor to Mortgagee is expressly permitted and shall not be deemed to constitute an assignment or transfer of the Lease or of the leasehold estate created thereunder, nor shall Mortgagee be deemed to be an assignee or transferee of this Lease or of the leasehold estate created thereunder so as to require Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of Mortgagor to be performed thereunder, but the purchaser at any sale of the Lease and of the leasehold estate created thereunder in any proceedings for the foreclosure of the Mortgage, or the assignee or transferee of the Lease and of the leasehold estate created thereunder under any instrument of assignment or transfer in lieu of the foreclosure of any leasehold mortgage (including the Mortgage) shall be deemed to be an assignee or transferee within

the meaning of the applicable provisions of the Lease, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Mortgagor to be performed thereunder from and after the date of such purchase or assignment, but only for so long as such purchaser or assignee is the owner of the leasehold estate created under the Lease.

- (iv) Subject to the provisions of the Lease, Mortgagor's share of any eminent domain or condemnation awards or proceeds, as provided by the Lease shall be disposed of as provided for by the Mortgage.
 - (v) So long as the Mortgage exists, unless Mortgagee shall otherwise expressly consent in writing, the fee title to the premises under the Lease and the leasehold estate of Mortgagor therein created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord, by Mortgagor, by Mortgagee or by a third party, by purchase or otherwise.
 - (vi) If Mortgagee, its designee or other purchaser has acquired the leasehold estate of Mortgagor pursuant to foreclosure, conveyance in lieu of foreclosure or other proceedings, or has entered into a new lease with Landlord, Mortgagee, its designee or other purchaser shall succeed to the rights of Mortgagor, if any, in and to any security deposit paid by Mortgagor to Landlord pursuant to the Lease. In such event, Mortgagor shall no longer have any rights to such security deposit, and Landlord shall hold such security deposit for and on behalf of such Mortgagee, its designee or other purchaser.
- (c) Landlord further certifies to Mortgagee as follows:
- (i) The Lease is in full force and effect and embodies the entire agreement and understanding between the parties thereto with respect to the premises thereunder; the Lease has not been amended or modified, nor has Landlord's interest therein been assigned or otherwise transferred.
 - (ii) All rent and other charges reserved in the Lease have been paid to the extent they were payable prior to the date hereof and no such rent or other charges have been prepaid.

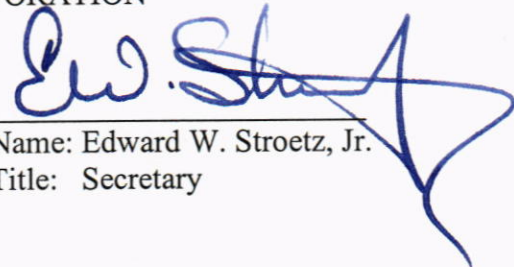
- (iii) There is no defense, claim or counterclaim by or in favor of Landlord against Mortgagor under the Lease, or against the obligations of Landlord under the Lease, as of the date hereof.
- (iv) As of the date hereof, there is no default of Landlord or, to the best of Landlord's knowledge, of Mortgagor under the Lease, and no event has occurred and is continuing which would constitute a default or violation of the Lease by Landlord or, to the best of Landlord's knowledge, by Mortgagor with the giving of notice or the passage of time or both.

Please sign below and return the executed letter agreement to Shlomo Weissmann by July 24, 2003, using the enclosed postage paid Federal Express envelope. Thank you in advance for your cooperation in this matter. If you have any questions, please call Shlomo Weissmann of Debevoise & Plimpton at (212) 909-6406.

Sincerely,

RIVERWOOD INTERNATIONAL
CORPORATION

By:


Name: Edward W. Stroetz, Jr.
Title: Secretary

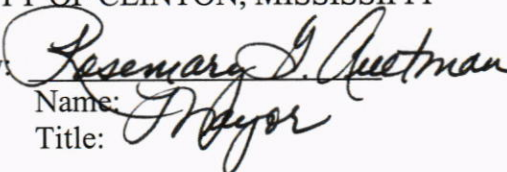
So certified:

CITY OF CLINTON, MISSISSIPPI

By:

Name:

Title:


Date: 8/6/03
Title: Mayor

ATTEST:

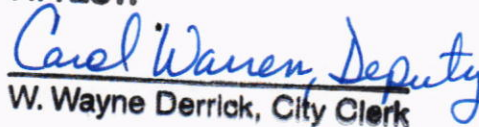

W. Wayne Derrick, City Clerk

EXHIBIT A
THE LEASE

1. Industrial Enterprise Contract, dated June 23, 1959, by and between the Board of Aldermen of the Municipality of Clinton, Mississippi and First Carton Corporation.
2. Amendment to Industrial Enterprise Contract, dated February 17, 1960, by and between the Board of Aldermen of the Municipality of Clinton, Mississippi and First Carton Corporation.
3. Assignment, dated December 28, 1963, from Southern Carton Corporation (successor to First Carton Corporation) to Consolidated Packaging Corporation.
4. Contract, dated September 28, 1964, by and between the City of Clinton, Mississippi and Consolidated Packaging Corporation.
5. Amendment to Contract, dated October 30, 1964, by and between the City of Clinton, Mississippi and Consolidated Packaging Corporation.
6. Industrial Revenue Bond Contract, dated December 7, 1971, by and between the City of Clinton, Mississippi and Consolidated Packaging Corporation.
7. Assignment and Assumption Agreement, dated as of November 29, 1984, among the City of Clinton, Mississippi, Consolidated Packaging Corporation and Manville Forest Products Corporation.

ALDERMEN

Tony Hisaw
Ward One

Tony M. Greer
Ward Two

Clint Brantley
Ward Three

Phil Fisher
Ward Four

City of Clinton Mississippi

Rosemary Aultman, Mayor

ALDERMEN

Herb Touchton
Ward Five

Sharbert K. Lott
Ward Six

Jehu Brabham
Alderman-At-Large

W. Wayne Derrick
City Clerk

August 4, 2003

The Honorable Ronnie Chappel
Supervisor, Hinds County District 4
P.O. Box 1212
Raymond, MS 39154

Re: Intersection Improvements – State Aid Program

Dear Ronnie:

It is my understanding that there is an upcoming appropriation of State Aid Program funds for Hinds County and that you have shown interest in programming these funds for intersection improvements along Northside Drive in Clinton.

As you are probably aware the City of Clinton has completed our Northside Drive Corridor Study which looked at the Northside Drive, West Northside Drive, Pinehaven Road and Clinton Tinnin Road all of which are on the State Aid Road System. This report has made recommendations for certain intersection upgrades. These intersections either meet the warrants currently and are proposed as short term improvements or are projected to meet the warrants and are listed as long term improvements. These improvements are listed as follows:

- Clinton-Tinnin Road Intersection Reconstruction
- Cynthia Road Intersection Widening
- Monroe Street – Traffic Signal
- Pinehaven Road – Traffic Signal
- Berkshire Street – Traffic Signal
- Old Vicksburg Road – Traffic Signal
- Cynthia Street Intersection Reconstruction
- Tanglewood Drive – Traffic Signal
- Tanglewood Intersection Reconstruction
- Clinton Industrial Park Drive Intersection Improvements
- Cynthia Road Relocation/Connection to Waterfall Way
- Clinton-Tinnin Road - Traffic Signal
- Huntcliff Way/Trace Pointe - Traffic Signal
- Cynthia Road - Traffic Signal
- Clinton Industrial Park Drive - Traffic Signal

I have enclosed a copy of portions of our study estimating the costs of the above improvements. I am requesting that you consider these improvements for State Aid participation.

Additionally we have done traffic studies in house and recommend the following improvements:

Signalization of Springride and Trailwood
Upgrading Signal at Springridge and Clinton Centre Drive

I would be happy to meet with you to discuss these much needed improvements and their inclusion in the State Aid Program for Hinds County.

If you have any questions please feel free to contact me.

With kindest regards,

A handwritten signature in cursive script that reads "Rosemary".

Rosemary Aultman, Mayor

Cc: Honorable Charles Barbour – District 1 Supervisor
Honorable Douglas Anderson – District 2 Supervisor
Honorable Peggy Hobson Calhoun – District 3 Supervisor
Honorable George Smith – District 5 Supervisor
City of Clinton Board of Aldermen
Richard Broome, P.E., City of Clinton Engineer
File

Short Term (Year 2006) Improvements

Project	Improvement	Description	Length (mi)	Preliminary Estimate
-1	Northside Drive from Natchez Trace to Old Vicksburg	5 Lane	1.30	\$ 5,647,900
1-2	Northside Drive from Old Vicksburg to Tanglewood Dr.	3 Lane	0.40	\$ 1,453,800
1-3	Clinton-Tinnin Road Intersection Reconstruction	Reconstruct	0.15	\$ 473,200
1-4	Cynthia Road Intersection Widening	Auxil. Lanes	0.15	\$ 366,500
NS Drive Subtotal - Short Term 2006			2.00	\$ 7,941,400
1-5	Pinehaven Road from Northside Dr to Natchez Trace	5 Lane	0.38	\$ 1,498,100
Total			2.38	\$ 9,439,500

Short Term (2006) Improvement

Project 1-1: Northside Drive - 5 Lane from Natchez Trace to Old Vicksburg Road
1.3 Miles

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	13,730	\$ 12.00	\$ 164,760
	Sidewalk (5')	S.Y.	7,630	\$ 25.00	\$ 190,750
	Asphalt Pavement Removal	S.Y.	18,300	\$ 3.00	\$ 54,900
	New Asphalt Pavement	Tons	34,560	\$ 40.00	\$ 1,382,400
	Borrow Excavation	C.Y.	38,130	\$ 10.00	\$ 381,300
	Drainage Structures	E.A.	2	\$ 150,000	\$ 300,000
	24" Storm Drain Pipe	L.F.	13,730	\$ 50.00	\$ 686,500
	Traffic Signing and Striping	L.F.	6,860	\$ 3.00	\$ 20,580
	Traffic Signal - Monroe Street	E.A.	1	\$ 75,000	\$ 75,000
	Traffic Signal - Pinehaven Road	E.A.	1	\$ 25,000	\$ 25,000
	Traffic Signal - Berkshire Street	E.A.	1	\$ 75,000	\$ 75,000
	Traffic Signal - Old Vicksburg Rd.	E.A.	1	\$ 75,000	\$ 75,000
	Retaining Wall Construction	L.F.	200	\$ 250.00	\$ 50,000
	Cynthia Street Intersection Reconstruct	L.S.	1	\$ 50,000	\$ 50,000
Subtotal					\$ 3,531,190
	Mobilization @ 5%	L.S.	1	\$ 176,600	\$ 176,600
	Maintenance of Traffic @ 3%	L.S.	1	\$ 105,950	\$ 105,950

Subtotal Construction			\$ 3,813,800
Contingency			15% \$ 572,100
Total Construction			\$ 4,385,900
Design			10% \$ 438,600
Construction Mgmt & Material Testing			12% \$ 526,400
Property Appraisal/Title Search	57 E.A.	@ \$3000	\$ 171,000
Right-of-Way	3.15 Acres	@ \$40000	\$ 126,000
Total			\$ 5,647,900

Note: Total does not include utility relocation costs.

Short Term (2006) Improvement

Project 1-2: Northside Drive - 3 Lane from Old Vicksburg Road to Tanglewood Drive
0.4 Miles

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	4,220	\$ 12.00	\$ 50,640
	Sidewalk (5')	S.Y.	2,350	\$ 25.00	\$ 58,750
	Asphalt Pavement Removal	S.Y.	5,630	\$ 3.00	\$ 16,890
	New Asphalt Pavement	Tons	6,570	\$ 40.00	\$ 262,800
	Borrow Excavation	C.Y.	9,390	\$ 10.00	\$ 93,900
	Drainage Structures	E.A.	1	\$ 100,000	\$ 100,000
	48" Storm Drain Pipe	L.F.	2,110	\$ 90.00	\$ 189,900
	Traffic Signing and Striping	L.F.	2,110	\$ 3.00	\$ 6,330
	Traffic Signal - Tanglewood Dr.	E.A.	1	\$ 75,000	\$ 75,000
	Retaining Wall Construction	L.F.	100	\$ 250.00	\$ 25,000
	Tanglewood Intersection Reconstruct	L.S.	1	\$ 70,000	\$ 70,000
	Clear Right-of-Way Cascades Circle W.	L.S.	1	\$ 10,000	\$ 10,000
		Subtotal			\$ 959,210
	Mobilization @ 5%	L.S.	1	\$ 48,000	\$ 48,000
	Maintenance of Traffic @ 3%	L.S.	1	\$ 28,800	\$ 28,800

Subtotal Construction \$ 1,036,100

Contingency 15% \$ 155,500

Total Construction \$ 1,191,600

Design 10% \$ 119,200

Construction Mgmt & Material Testing 12% \$ 143,000

Property Appraisal/Title Search 0 E.A. @ \$3000 \$ -

Right-of-Way 0 Acres @ \$40000 \$ -

Total \$ 1,453,800

Note: Total does not include utility relocation costs.

Short Term (2006) Improvement

Project 1-3: Intersection Improvements

Clinton-Tinnin Road

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	1,000	\$ 12.00	\$ 12,000
	Sidewalk (5')	S.Y.	780	\$ 25.00	\$ 19,500
	Asphalt Pavement Removal	S.Y.	1,870	\$ 3.00	\$ 5,610
	New Asphalt Pavement	Tons	2,080	\$ 40.00	\$ 83,200
	Borrow Excavation	C.Y.	1,330	\$ 10.00	\$ 13,300
	Drainage Structures	E.A.	1	\$ 20,000	\$ 20,000
	24" Storm Drain Pipe	L.F.	1,000	\$ 50.00	\$ 50,000
	Traffic Signing and Striping	L.F.	1,200	\$ 3.00	\$ 3,600
	Traffic Signal	E.A.	-	\$ 75,000	\$ -
	Retaining Wall Construction	L.F.	-	\$ 250.00	\$ -
		Subtotal			\$ 207,210
	Mobilization @ 5%	L.S.	1	\$ 10,400	\$ 10,400
	Maintenance of Traffic @ 3%	L.S.	1	\$ 6,250	\$ 6,250

Subtotal Construction \$ 223,900

Contingency 15% \$ 33,600

Total Construction \$ 257,500

Design 10% \$ 25,800

Construction Mgmt & Material Testing 12% \$ 30,900

Property Appraisal/Title Search 9 E.A. @ \$3000 \$ 27,000

Property Acquisition 1 L.S. @ \$100000 \$ 100,000

Right-of-Way 0.8 Acres @ \$40000 \$ 32,000

Total \$ 473,200

Note: Total does not include utility relocation costs.

Short Term (2006) Improvement

Project 1-4: Intersection Improvements

Cynthia Road

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	1,200	\$ 12.00	\$ 14,400
	Sidewalk (5')	S.Y.	670	\$ 25.00	\$ 16,750
	Asphalt Pavement Removal	S.Y.	1,070	\$ 3.00	\$ 3,210
	New Asphalt Pavement	Tons	1,510	\$ 40.00	\$ 60,400
	Borrow Excavation	C.Y.	3,630	\$ 10.00	\$ 36,300
	Drainage Structures	E.A.	2	\$ 20,000	\$ 40,000
	36" Storm Drain Pipe	L.F.	600	\$ 70.00	\$ 42,000
	Traffic Signing and Striping	L.F.	1,200	\$ 3.00	\$ 3,600
	Traffic Signal	E.A.	-	\$ 75,000	\$ -
	Retaining Wall Construction	L.F.	100	\$ 250.00	\$ 25,000
		Subtotal			\$ 241,660
	Mobilization @ 5%	L.S.	1	\$ 12,100	\$ 12,100
	Maintenance of Traffic @ 3%	L.S.	1	\$ 7,250	\$ 7,250

Subtotal Construction		\$	261,100
Contingency	15%	\$	39,200
Total Construction		\$	300,300
Design	10%	\$	30,100
Construction Mgmt & Material Testing	12%	\$	36,100
Property Appraisal/Title Search	0 E.A.	@ \$3000	\$ -
Right-of-Way	0 Acres	@ \$40000	\$ -
Total		\$	366,500

Note: Total does not include utility relocation costs.

Short Term (2006) Improvement

Project 1-5: Pinehaven Road - 5 Lane from Northside Drive to the Natchez Trace
0.38 Miles

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	4,010	\$ 12.00	\$ 48,120
	Sidewalk (5')	S.Y.	2,230	\$ 25.00	\$ 55,750
	Asphalt Pavement Removal	S.Y.	5,350	\$ 3.00	\$ 16,050
	New Asphalt Pavement	Tons	10,590	\$ 40.00	\$ 423,600
	Borrow Excavation	C.Y.	11,150	\$ 10.00	\$ 111,500
	Drainage Structures	E.A.	1	\$ 50,000	\$ 50,000
	24" Storm Drain Pipe	L.F.	4,010	\$ 50.00	\$ 200,500
	Traffic Signing and Striping	L.F.	2,010	\$ 3.00	\$ 6,030
	Traffic Signal	E.A.	-	\$ 75,000	\$ -
	Retaining Wall Construction	L.F.	100	\$ 250.00	\$ 25,000
		Subtotal			\$ 936,550
	Mobilization @ 5%	L.S.	1	\$ 46,850	\$ 46,850
	Maintenance of Traffic @ 3%	L.S.	1	\$ 28,100	\$ 28,100

Subtotal Construction		\$	1,011,500
Contingency	15%	\$	151,800
Total Construction		\$	1,163,300
Design	10%	\$	116,400
Construction Mgmt & Material Testing	12%	\$	139,600
Property Appraisal/Title Search	14 E.A.	@ \$3000	\$ 42,000
Right-of-Way	0.92 Acres	@ \$40000	\$ 36,800
Total		\$	1,498,100

Note: Total does not include utility relocation costs.

Long Term (Year 2020) Improvements

Project	Improvement	Description	Length (mi)	Preliminary Estimate
2-1	Northside Drive from Manyfield Drive to Clinton-Tinnin Rd	3 Lane	0.65	\$ 1,681,000
2-2	Northside Drive from Clinton-Tinnin Road to Natchez Trace	5 Lane	0.50	\$ 2,068,600
2-3	Northside Drive from Tanglewood Drive to Twin Lakes North	3 Lane	1.00	\$ 2,812,400
2-4	Clinton Industrial Park Drive Intersection Improvements	3 Lane	0.25	\$ 489,700
	NS Drive Summary - Long Term		2.40	\$ 7,051,700
2-5	Pinehaven Road from Natchez Trace to Arrow Drive	5 Lane	0.50	\$ 1,768,100
2-6	Arrow Drive from Clinton High School to Natchez Trace	2 Lane	0.50	\$ 1,200,300
2-7	Cynthia Road Relocation/ Connection to Waterfall Way	2 Lane	0.10	\$ 238,700
	Other Sum - Long Term		1.10	\$ 3,207,100
		Total	3.50	\$ 10,258,800

Long Term (2020) Improvement

Project 2-1: Northside Drive - 3 Lane from Manyfield Drive to Clinton-Tinnin
0.65 Miles

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	6,860	\$ 12.00	\$ 82,320
	Sidewalk (5')	S.Y.	3,810	\$ 25.00	\$ 95,250
	Asphalt Pavement Removal	S.Y.	9,150	\$ 3.00	\$ 27,450
	New Asphalt Pavement	Tons	10,250	\$ 40.00	\$ 410,000
	Borrow Excavation	C.Y.	15,250	\$ 10.00	\$ 152,500
	Drainage Structures	E.A.	1	\$ 100,000	\$ 100,000
	24" Storm Drain Pipe	L.F.	3,430	\$ 50.00	\$ 171,500
	Traffic Signing and Striping	L.F.	3,430	\$ 3.00	\$ 10,290
	Traffic Signal	E.A.	-	\$ 75,000	\$ -
	Retaining Wall Construction	L.F.	-	\$ 250.00	\$ -
		Subtotal			\$ 1,049,310
	Mobilization @ 5%	L.S.	1	\$ 52,500	\$ 52,500
	Maintenance of Traffic @ 3%	L.S.	1	\$ 31,500	\$ 31,500

Subtotal Construction		\$ 1,133,400
Contingency	15%	\$ 170,100
Total Construction		\$ 1,303,500
Design	10%	\$ 130,400
Construction Mgmt & Material Testing	12%	\$ 156,500
Property Appraisal/Title Search	21 E.A.	@ \$3000 \$ 63,000
Right-of-Way	0.69 Acres	@ \$40000 \$ 27,600
Total		\$ 1,681,000

Note: Total does not include utility relocation costs.

Long Term (2020) Improvement

Project 2-2: Northside Drive - 5 Lane from Clinton-Tinnin to Natchez Trace
0.5 Miles

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	5,280	\$ 12.00	\$ 63,360
	Sidewalk (5')	S.Y.	2,930	\$ 25.00	\$ 73,250
	Asphalt Pavement Removal	S.Y.	7,040	\$ 3.00	\$ 21,120
	New Asphalt Pavement	Tons	12,970	\$ 40.00	\$ 518,800
	Borrow Excavation	C.Y.	14,670	\$ 10.00	\$ 146,700
	Drainage Structures	E.A.	1	\$ 75,000	\$ 75,000
	24" Storm Drain Pipe	L.F.	5,280	\$ 50.00	\$ 264,000
	Traffic Signing and Striping	L.F.	2,640	\$ 3.00	\$ 7,920
	Traffic Signal - Clinton-Tinnin Road	E.A.	1	\$ 75,000	\$ 75,000
	Traffic Signal - Huntcliff Way/Trace Pointe	E.A.	1	\$ 75,000	\$ 75,000
	Retaining Wall Construction	L.F.	-	\$ 250.00	\$ -
		Subtotal			\$ 1,320,150
	Mobilization @ 5%	L.S.	1	\$ 66,050	\$ 66,050
	Maintenance of Traffic @ 3%	L.S.	1	\$ 39,650	\$ 39,650

Subtotal Construction		\$	1,425,900
Contingency	15%	\$	213,900
Total Construction		\$	1,639,800
Design	10%	\$	164,000
Construction Mgmt & Material Testing	12%	\$	196,800
Property Appraisal/Title Search	8 E.A.	@ \$3000	\$ 24,000
Right-of-Way	1.10 Acres	@ \$40000	\$ 44,000
Total		\$	2,068,600

Note: Total does not include utility relocation costs.
No R/W acquisition costs from Natchez Trace

Long Term (2020) Improvement

Project 2-3: Northside Drive - 3 Lane from Tanglewood Drive to Twin Lakes North

1.0 Miles

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	10,560	\$ 12.00	\$ 126,720
	Sidewalk (5')	S.Y.	5,870	\$ 25.00	\$ 146,750
	Asphalt Pavement Removal	S.Y.	14,080	\$ 3.00	\$ 42,240
	New Asphalt Pavement	Tons	15,860	\$ 40.00	\$ 634,400
	Borrow Excavation	C.Y.	23,470	\$ 10.00	\$ 234,700
	Drainage Structures	E.A.	1	\$ 80,000	\$ 80,000
	48" Storm Drain Pipe	L.F.	5,280	\$ 90.00	\$ 475,200
	Traffic Signing and Striping	L.F.	5,280	\$ 3.00	\$ 15,840
	Traffic Signal - Cynthia Road	E.A.	1	\$ 75,000	\$ 75,000
	Retaining Wall Construction	L.F.	100	\$ 250.00	\$ 25,000
	Subtotal				\$ 1,855,850
	Mobilization @ 5%	L.S.	1	\$ 92,800	\$ 92,800
	Maintenance of Traffic @ 3%	L.S.	1	\$ 55,700	\$ 55,700

Subtotal Construction \$ 2,004,400

Contingency 15% \$ 300,700

Total Construction \$ 2,305,100

Design 10% \$ 230,600

Construction Mgmt & 12% \$ 276,700

Material Testing

Property Appraisal/Title Search 0 E.A. @ \$3000 \$ -

Right-of-Way 0 Acres @ \$40000 \$ -

Total \$ 2,812,400

Note: Total does not include utility relocation costs.

Long Term (2020) Improvement

Project 2-4: Intersection Improvements

Clinton Industrial Park Drive

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	1,000	\$ 12.00	\$ 12,000
	Sidewalk (5')	S.Y.	1,110	\$ 25.00	\$ 27,750
	Asphalt Pavement Removal	S.Y.	2,670	\$ 3.00	\$ 8,010
	New Asphalt Pavement	Tons	3,860	\$ 40.00	\$ 154,400
	Borrow Excavation	C.Y.	4,480	\$ 10.00	\$ 44,800
	Drainage Structures	E.A.	1	\$ 20,000	\$ 20,000
	24" Storm Drain Pipe	L.F.	1,000	\$ 50.00	\$ 50,000
	Traffic Signing and Striping	L.F.	2,000	\$ 3.00	\$ 6,000
	Traffic Signal	E.A.	-	\$ 75,000	\$ -
	Retaining Wall Construction	L.F.	-	\$ 250.00	\$ -
		Subtotal			\$ 322,960
	Mobilization @ 5%	L.S.	1	\$ 16,150	\$ 16,150
	Maintenance of Traffic @ 3%	L.S.	1	\$ 9,700	\$ 9,700

Subtotal Construction		\$	348,900
Contingency	15%	\$	52,400
Total Construction		\$	401,300
Design	10%	\$	40,200
Construction Mgmt & Material Testing	12%	\$	48,200
Property Appraisal/Title Search	0 E.A.	@ \$3000	\$ -
Right-of-Way	0 Acres	@ \$40000	\$ -
Total		\$	489,700

Note: Total does not include utility relocation costs.

Long Term (2020) Improvement

Project 2-5: Pinehaven Road - 5 Lane from Natchez Trace north to Arrow Drive
0.5 Miles

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	5,280	\$ 12.00	\$ 63,360
	Sidewalk (5')	S.Y.	2,930	\$ 25.00	\$ 73,250
	Asphalt Pavement Removal	S.Y.	7,040	\$ 3.00	\$ 21,120
	New Asphalt Pavement	Tons	12,390	\$ 40.00	\$ 495,600
	Borrow Excavation	C.Y.	14,670	\$ 10.00	\$ 146,700
	Drainage Structures	E.A.	1	\$ 50,000	\$ 50,000
	24" Storm Drain Pipe	L.F.	5,280	\$ 50.00	\$ 264,000
	Traffic Signing and Striping	L.F.	2,640	\$ 3.00	\$ 7,920
	Traffic Signal	E.A.	-	\$ 75,000	\$ -
	Retaining Wall Construction	L.F.	-	\$ 250.00	\$ -
	Subtotal				\$ 1,121,950
	Mobilization @ 5%	L.S.	1	\$ 56,100	\$ 56,100
	Maintenance of Traffic @ 3%	L.S.	1	\$ 33,700	\$ 33,700

Subtotal Construction		\$	1,211,800
Contingency	15%	\$	181,800
Total Construction		\$	1,393,600
Design	10%	\$	139,400
Construction Mgmt & Material Testing	12%	\$	167,300
Property Appraisal/Title Search	11 E.A.	@ \$3000	\$ 33,000
Right-of-Way	0.87 Acres	@ \$40000	\$ 34,800
Total		\$	1,768,100

Note: Total does not include utility relocation costs.

Long Term (2020) Improvement

Project 2-6: Arrow Drive - 2 Lane Construction from Clinton High School to Natchez Trace

0.5 Miles

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	5,280	\$ 12.00	\$ 63,360
	Sidewalk (5')	S.Y.	2,930	\$ 25.00	\$ 73,250
	Asphalt Pavement Removal	S.Y.	-	\$ 3.00	\$ -
	New Asphalt Pavement	Tons	4,650	\$ 40.00	\$ 186,000
	Borrow Excavation	C.Y.	7,330	\$ 10.00	\$ 73,300
	Drainage Structures	E.A.	1	\$ 150,000	\$ 150,000
	24" Storm Drain Pipe	L.F.	2,640	\$ 50.00	\$ 132,000
	Traffic Signing and Striping	L.F.	2,640	\$ 3.00	\$ 7,920
	Traffic Signal	E.A.	-	\$ 75,000	\$ -
	Retaining Wall Construction	L.F.	100	\$ 250.00	\$ 25,000
		Subtotal			\$ 710,830
	Mobilization @ 5%	L.S.	1	\$ 35,550	\$ 35,550
	Maintenance of Traffic @ 3%	L.S.	1	\$ 21,350	\$ 21,350

	Subtotal Construction		\$	767,800
	Contingency	15%	\$	115,200
	Total Construction		\$	883,000
	Design	10%	\$	88,300
	Construction Mgmt & Material Testing	12%	\$	106,000
Property Appraisal/Title Search	1 E.A.	@ \$3000	\$	3,000
Right-of-Way	3 Acres	@ \$40000	\$	120,000
	Total		\$	1,200,300

Note: Total does not include utility relocation costs.

Long Term (2020) Improvement

Project 2-7: Intersection Improvements

Reconstruct Cynthia Road/Waterfall Way connection

Alternate 1: Grade, Drain & Pave					
Item	Description	Unit	Quantity	Unit Cost	Total
	Curb and Gutter	L.F.	200	\$ 12.00	\$ 2,400
	Sidewalk (5')	S.Y.	.280	\$ 25.00	\$ 7,000
	Asphalt Pavement Removal	S.Y.	780	\$ 3.00	\$ 2,340
	New Asphalt Pavement	Tons	1,580	\$ 40.00	\$ 63,200
	Borrow Excavation	C.Y.	1,200	\$ 10.00	\$ 12,000
	Drainage Structures	E.A.	-	\$ 20,000	\$ -
	36" Storm Drain Pipe	L.F.	500	\$ 70.00	\$ 35,000
	Traffic Signing and Striping	L.F.	800	\$ 3.00	\$ 2,400
	Traffic Signal	E.A.	-	\$ 75,000	\$ -
	Retaining Wall Construction	L.F.	-	\$ 250.00	\$ -
	Subtotal				\$ 124,340
	Mobilization @ 5%	L.S.	1	\$ 6,250	\$ 6,250
	Maintenance of Traffic @ 3%	L.S.	1	\$ 3,750	\$ 3,750

Subtotal Construction \$ 134,400

Contingency 15% \$ 20,200

Total Construction \$ 154,600

Design 10% \$ 15,500

Construction Mgmt & 12% \$ 18,600

Material Testing

Property Appraisal/Title Search

4 E.A.

@ \$3000

\$ 12,000

Right-of-Way

0.95 Acres

@ \$40000

\$ 38,000

Total

\$ 238,700

Note: Total does not include utility relocation costs.