

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 19, 2002 – 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 Brantley followed by the Pledge of Allegiance to the Flag led by Alderman Fisher.

ROLL CALL - City Clerk Wayne Derrick

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

Absent: Sharbert Lott – Alderman Ward 6

RECOGNITIONS:

1. The Board recognized William M. Yount, Clinton Public Library, who informed the Mayor and Board about the upcoming Smithsonian Institution Traveling Exhibition of World War II Posters at the A. E. Wood Library.
2. The Board recognized The Landrum Family, The Junior Civic League and The Wal-Mart Super center for their contributions to Public Education related to Fire Prevention.
3. The Board recognized Mayor Jim Storer of Magnolia, MS., who is participating in a Mayors Mentoring Program with Mayor Aultman. The Mentoring Program is sponsored by the Mississippi Municipal League.

APPROVAL OF AGENDA ITEMS A-V

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

CELL TOWER LEASE AGREEMENT WITH CRICKET MISSISSIPPI PROPERTY CO.

Upon recommendation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Touchton to approve a cell tower lease agreement between the City and Cricket Mississippi Property Company for a 3-year period with monthly lease payments of \$1,500. Said agreement will allow Cricket to place a cell tower on the City's water tower located in the Northwest quadrant of the intersection of Hwy 80 East and Mt. Salus Road. A copy of said lease is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN ADDITIONAL 5-YEAR TAX EXEMPTION FROM BTM CAPITAL CORPORATION, AS OWNER/ LESSOR, AND RIVERWOOD INTERNATIONAL CORPORATION, INC. AS LESSEE

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer to approve an additional 5-year tax exemption from BTM Capital Corporation, as Owner/Lessor, and Riverwood International Corporation, Inc. as Lessee beginning December 31, 2001 and ending on December 30, 2006 on personal property having a true value of \$739,750. A copy of the Resolution authoring the approval of the additional 5 – year tax exemption is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:55 P.M.

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

APPROVED:

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

March 26, 2002
Date

ATTEST:

W. Derrick
Wayne Derrick, City Clerk

03/26/2002
Date

SEAL



Produce for Victory Program Schedule

Tuesday programs at the Clinton Public Library will enhance the celebration of the upcoming Smithsonian Institution Traveling Exhibition of World War II Posters to be from May 24 to June 29. The programs are on Tuesdays at 7 p.m.

- | | |
|----------|---|
| March 5 | USO CANTEEN featuring period music, dancing, refreshments and displays, with dancers Martin Bozone, Kelly Martin, and Beverly Felder from Applause Dance Factory and music by Randall Fulcher |
| March 12 | Movie Night, with popcorn and beverages-- Meet Me in St. Louis with Judy Garland |
| March 19 | Presentation on Camp Clinton by Marion Wells and Mike Allard |
| March 26 | "The Way We Were"-- Reminiscences of Women on the Home Front with Marian Lyons, Shirley Faucette, and Fannie Bush |
| | |
| April 2 | "Growing Up in D'Lo--The War Years"--Lil Lovette and James Davis |
| April 9 | Movie Night: Casablanca with Humphrey Bogart and Ingrid Bergman |
| April 16 | "Jackson Meets the Home Front Challenge" with Helene Rotwein to present |
| April 23 | "The African-American Community Responds to WWII," a presentation featuring Dr. Limmie Flowers, her father, the Rev. William McQuirter, and Willie Robinson |
| April 30 | Movie Night: Stormy Weather with Lena Horne and Cab Calloway |
| | |
| May 7 | "What Do You Hear from the Folks Back Home?" Marion Wells, Willie Robinson, and Members of the Clinton World War II Veterans Club |
| May 14 | Movie: The Best Years of Our Lives , Fredric March and Myrna Loy |
| May 21 | "The Brick Street Players' Radio Hour" |

Weekend Events: May 1 and May 15 will feature World War II GI Reenactors

May 25, Saturday, 2 p.m. Official Opening of "PRODUCE FOR VICTORY"

May 24-June 29, 2002

Friends of the Clinton Library

111 Clinton Blvd., Clinton, MS 3924-5684

Produce for Victory: Posters on the American Home Front, 1941-1945 was organized by the Smithsonian Institution Traveling Exhibition Service (SITES), the National Museum of American History and the Mississippi Humanities Council. This project has been made possible through the generous support of the National Endowment for the Humanities, the John S. and James L. Knight Foundation, Hearst Foundation, and the Rockefeller Foundation. Additional funding has been provided by the Smithsonian Institution Special Exhibition Fund, and the Smithsonian Educational Outreach Fund.





Photo by Smith/The Clinton News @1989

Pluggie JR.

Clinton Fire Department would like to thank:

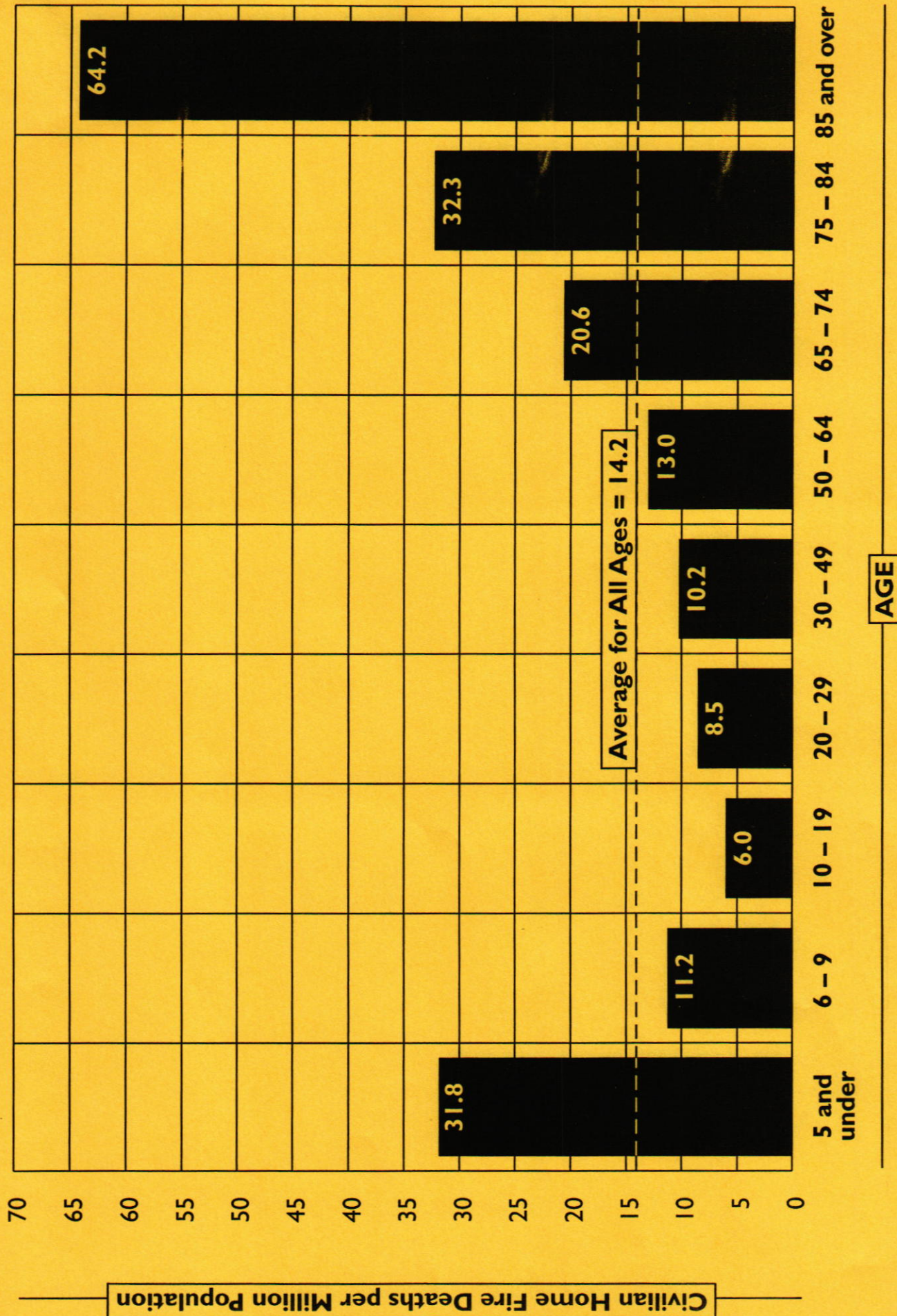
The Landrum Family

The Junior Civic League and

The Super Wal-Mart of Clinton

for their support.

Civilian Home Fire Death Rates by Age Group, 1992-1995



Remembering When: A Fire and Fall Prevention Program for Older Adults
 © 1999 NFPA Center for High-Risk Outreach

Source: NFIRS, NFPA Survey, U.S. Census Bureau

The Clarion-Ledger

ppi

Mississippi's Newspaper

Monday ■ October 11, 1999 ■ 50¢

State ranks 1st nationally in fire-related fatalities

■ Many deaths occur in low-income housing without smoke alarms

By Theresa Kiely
Clarion-Ledger Staff Writer

The National Center for Injury Prevention and Control this year ranked Mississippi first in the nation in the rate of residential fire-related fatalities.

Using 1995 numbers, the latest available nationally,

the statistics show Mississippi's rate is three times higher than the national average.

Mississippi's fire-related deaths fall along socioeconomic lines, said state Insurance Commissioner George Dale.

"Many of the deaths occurred in lower-income neighborhoods where people are living in substandard

housing without smoke alarms," Dale said.

"The vast majority of residential fire deaths happen while people are asleep," Dale said. "That's why it's so critical that people have smoke detectors installed in their homes."

In 1995, those deaths totaled 112 in the state. The toll dropped to 105 in 1998, Dale said.

At the Central Fire Station in Jackson, Capt. Guy Berry

and Capt. Royce Williams echoed Dale's remarks.

In Jackson, poverty housing usually has no insulation, no Sheetrock walls and no smoke alarms, the two veteran firefighters say.

"Those shotgun houses," Berry said. "Those houses are so old. With winter coming, the space heaters get turned on, and knocked over, or a nightgown catches fire."

In 1998, there were 13 fire-related deaths in Jackson

dwellings, and this year, there were five, said Norman I. Presson, chief investigator for the Jackson Fire Department.

"The cause of fire deaths in the city vary," Presson said. "The ones easiest to prevent are those where children play with fire."

In house fires, children are more likely to hide behind a door, beneath bedclothes, on the floor of a closet, under the bed, Presson said.

This cuts down a firefight-

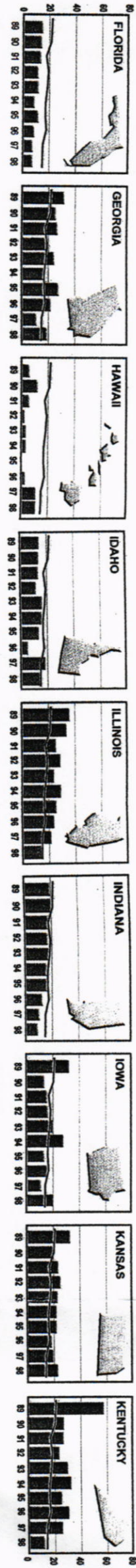
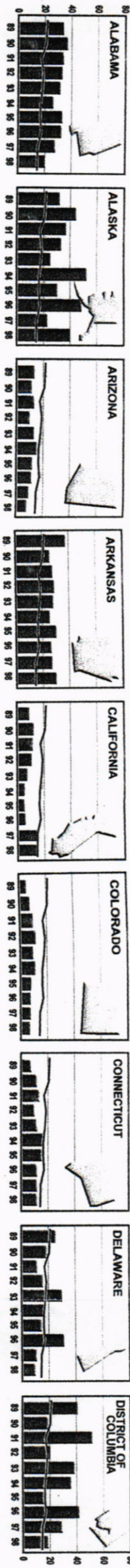
er's chance of finding them in time to save their lives.

"They're trying to get away from the smoke," Presson said. "The child will pass out from carbon monoxide poisoning, long before the fire gets to them."

The Center for Injury Prevention and Control suggests the following tips to prevent house fires:

■ Never leave food cooking on a stove or in an oven unat-

See FRES, 3A

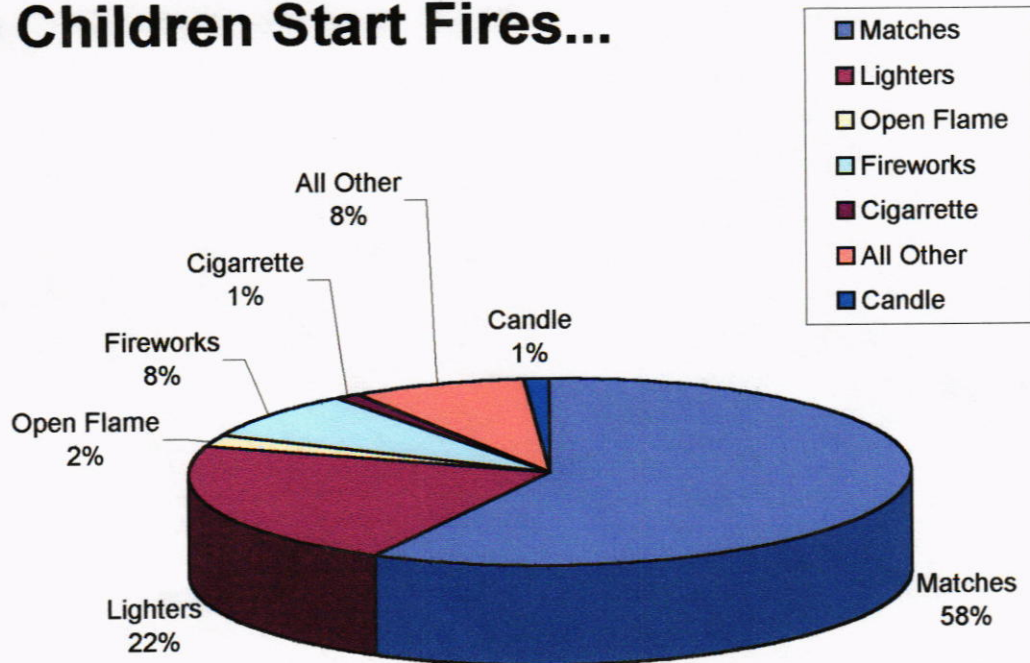


State Fire Death Rate
Average U.S. Fire Death Rate

FIRE DEATH RATE IN THE UNITED STATES
(per million population)

This chart displays the form of heat ignition for children playing with fire that occurred in 1993. The easy availability of matches and lighters to children and their relative ease in use likely accounts for the high proportion of cases. (Source: NFIRS). Nationally, it is estimated that 25,400 fires occurred from children playing with fire in 1993.

How Children Start Fires...



Figures are from NFIRS 1993

Important Note: The Clinton Fire Department responded to a house fire in Cherry Park in February 2002 that was apparently started by children playing with a lighter. The house had total fire damage to the children's bedroom and hallway with severe heat, smoke and water damage to the rest of the structure making it to be unlivable. Upon arrival, firefighters were told that five children lived in the home. Thankfully, everyone escaped the home safely.



Above photo: After seeing Pluggie, children from Clinton Park Elementary learn to *Stop, Drop, & Roll* and *Crawl Low Under Smoke* at the Clinton Fire Department. We see thousands of children each year at schools, churches, public events and the fire stations. Pluggie is used to train children about fire safety from the ages of three to approximately ten years of age. Badges, helmets and coloring books are given to the children to improve their comprehension of fire safety lessons.



The Landrum Family presents Chief McQuirter and Capt. Burnside with a \$2500 donation for a new Pluggie at the Cancer Relay-for-Life.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: March 19, 2002

Agenda Item No. 7

Consent Agenda:

For: discussion/action on Cricket Comm. cell tower lease on Hwy 80 tank

Introduced by: Tim Rogers, Public Works Director

Telephone: 924-2239

Exhibits for Review: Lease contract

Minutes _____

Invoice _____

Other: _____

Ordinance _____

Plans, Maps _____

Resolution _____

Contract _____

Recommendation:

Board Action:

Motion made by: Fisher

Seconded by: Touchton

Vote Cast:

"Aye"

"Nay"

Action Taken:

Brabham _____

Hisaw _____

Greer _____

Brantley _____

Fisher _____

Touchton _____

Lott _____

Mayor Aultman _____

absent

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.

DRAFT For Discussion ONLY
monthly lease

STATE OF MISSISSIPPI

COUNTY OF HINDS

LEASE OF WATER TOWER SPACE

BE IT KNOWN AND REMEMBERED that effective this _____ day of _____, 2002 the following contract of lease is hereby entered by and between the following parties:

LESSOR:

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

And

LESSEE:

_____, a Mississippi corporation, herein represented by _____, its duly authorized Vice President of _____, whose mailing address is _____, (hereinafter referred to as "Lessee").

WITNESSETH:

1.

LEASED PROPERTY. Lessor does hereby lease and permit Lessee to enter upon, use and occupy for the sole purpose and on the conditions herein set forth, a certain portion of a water tower located in Clinton, Hinds County, Mississippi as described on Exhibit "A" together with an easement for ingress, egress and utilities, as more fully described on Exhibit "B". The water tower, land and/or facilities to be used by the Lessee and referred to as the "Leased Premises" and is shown on survey/site drawing attached hereto in globe as Exhibit "C". The attachment of Lessee's antenna to Lessor's water tower is shown on the drawing attached hereto as Exhibit "D".

2.

TERM. The primary term of this agreement shall be for three (3) years commencing on the effective date hereof and remaining in effect until cancelled or terminated as provided herein.

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

Options 2 through 5 shall be at a rental as negotiated between the parties at least ninety (90) days before the beginning of the option period.

3.

RENT. Lessee shall pay rental under this Lease monthly in advance commencing on the inception date of this Lease, as follows:

Primary (3 yrs.)	\$ <u>1500.</u> per month	18,000	
1 st Option 3 yrs.	\$ <u>1725.</u> per month	20,700	
2 nd Option 5 yrs.	To be negotiated but not less than \$ <u>1985</u> per month		23,820
3 rd Option 5 yrs.	To be negotiated but not less than \$ <u>2285</u> per month		27,420
4 th Option 5 yrs.	To be negotiated but not less than \$ <u>2625</u> per month		31,500
5 th Option 4 yrs.	To be negotiated but not less than \$ <u>3025</u> per month		36,300

Rent will be mailed to Lessor on or before the first day of each month. Rent for any partial month will be prorated.

4.

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

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

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

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

5.

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

BOARD APPROVED

Premises is as an integral part of the portable water system of Clinton, Mississippi. Lessee will not interfere with the operations of Lessor. Lessee will notify the public works director prior to entering the Leased Premises.

Lessee shall use the Leased Premises only for a site for Lessee's cellular telephone facilities, a building used in connection therewith, together with all other necessary related equipment and such other uses related to the cellular radio antenna which the Lessee intends to locate on the water tower at the Leased Premises. Lessee's improvements are shown on Exhibit "C". Only the improvements shown on Exhibit "C" will be located at the Leased Premises, without the prior written consent of the Lessor.

Lessee, at all times during the Lease, shall have access and be entitled to twenty four (24) hours seven days per week to its building and on ground improvements. Such access shall be subject to such reasonable rules and regulations of Lessor regarding access, as Lessor may from time to time deem necessary to provide for the security of Lessor's facilities. Neither Lessee nor its contractors shall be permitted to climb Lessor's water tower for purposes of attaching antenna or any maintenance work without Lessor's prior specific approval. Lessee shall contact the City's Public Works Department to obtain permission to climb Lessor's water tower. All of Lessee's improvements and the method and manner of attachment of its antenna to the water tower must be approved by Lessor's Engineer prior to such work beginning. Lessee will allow no personnel on the tower without properly approved OSHA Safety harnesses and climbing devices.

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

Lessee shall be responsible for removing and/or protecting all of its facilities, whether they may be internal or external in nature, when the Lessor conducts any water tower painting, maintenance, repair or construction.

6.

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

7.

INTERFERENCE. Lessee's cellular antenna installation shall be designed, installed and operated so as not to disrupt any emergency services transmission. If, in the opinion of Lessor, the operation of Lessee's antenna, transmitter or related equipment causes objectionable electrical or radiation interference to the operation or performance of any

emergency services transmissions, Lessor shall give Lessee written notice thereof specifying the nature and extent of any such interference. Lessee shall immediately take the necessary steps to correct such interference, including the purchase and installation at Lessee's expense of additional equipment such as filters, isolation traps, etc. Lessee must be given at least sixty (60) days notice and opportunity to correct the interference. After receiving notification Lessee agrees not to cause any interference with facilities, which are in place at the time of the commencement of the Lease. If Lessee is unable to cure all interference problems, then Lessee's obligation to pay future monthly rental payments shall cease and this Lease shall be terminated. In the event that Lessor shall determine it necessary to place equipment and facilities for municipal emergency telecommunications services on the Tower, and such cannot be accomplished without relocation or removal of Lessee's equipment, Lessor shall give Lessee six (6) months advance notice to attempt to relocate or cure such interference before requiring Lessee to remove its equipment. Removal of Lessee's equipment as a result of such conflicting use shall constitute a termination of the Lease and Lessee shall be entitled to repayment of any unearned rentals.

8.

SPECIAL PROVISIONS.

Lessee shall provide to Lessor:

- (1) Completed copy of FAA form 7460 or study number, if applicable.
- (2) Copies of current cellular FCC license on the site.
- (3) Any other documents necessary as needed by Lessor for verification of Lessee's authority to operate at the Leased Premises.
- (4) Prior to construction, Lessee has submitted plans for intended improvements, attachments, modifications and wall penetrations to Lessor for review and assurance that the security and integrity of the tank will not be harmed.
- (5) Lessee shall indemnify and hold Lessor harmless and assumes all responsibility for repair and clean up for any contaminants, hazardous wastes or substances which Lessee brings to the site.
- (6) Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:
 - (a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

BOARD APPROVED

- (b) Upon 30 days written notice by Lessee if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operations of the Lessee's Equipment or business; or
- (c) By Lessee upon six (6) months advance written notice from Lessee to Lessor, if the subject tower and property shall become unacceptable to Lessee as part of its network design or for other technical reasons.
- (d) By Lessor upon six (6) months advance written notice to Lessee of Lessor's intent to remove the Tower or cease to use the Tower for municipal purposes as a water storage facility.

9.

TAXES. Lessee agrees to pay all taxes due and payable on the installation and/or placement of its equipment on the Leased Premises. Lessor shall continue to pay all taxes on its water tower and land, if required by law.

10.

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

11.

DEFAULT. In the event that Lessee (a) defaults in payment of any rental due hereunder; or (b) fails to keep or perform any other covenants herein contained; Lessee shall have a period of thirty (30) days following receipt of written notice from Lessor of the nature of such default within which to correct such default. If Lessee fails to take steps to correct such default within said thirty (30) day period, Lessor shall have the right at its option to

BOARD APPROVED

(a) cancel this Lease in accordance with law, or (b) proceed one or more times for past due installment or rental without prejudicing its right to proceed later for remaining installments or (c) have recourse to any other remedy to which Lessor maybe entitled by law.

12.

PARTIES. This lease and all its provisions hereof shall be applicable to and binding upon the parties, their respective successors and assigns.

13.

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

14.

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

DESTRUCTION OF PREMISES. If the Property or the tower is destroyed or damaged so as to hinder the effective use of the Tower in Lessee's judgment, or if Lessor advises Lessee upon at least six (6) months advance written notice of Lessor's intent to abandon the property as no longer necessary for municipal purposes or to transfer same, Lessee may elect to terminate this Lease following the date of notice or abandonment or transfer by Lessor, by so notifying the Lessor, in such event, all rights and obligations of Lessee to Lessor shall cease as of the date of such termination and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

15.

REMOVAL OF IMPROVEMENTS. Upon termination of this Lease, whether by expiration, cancellation, forfeiture or otherwise, Lessee shall remove from the Leased Premises all improvements installed, placed or erected on the Leased Premises by Lessee, restoring the Leased Premises to its original condition, reasonable wear and tear and casualty excepted. Lessee shall have thirty (30) days after termination of this Lease within which to dismantle and remove the improvements. If Lessee is prevented from removing the improvements during that time because of weather, public disorder or natural disaster, Lessor shall grant such additional times as shall be reasonable under the circumstances. After the

BOARD APPROVED

aforementioned period all improvements not removed by Lessee shall become the property of Lessor. Cost of removal of improvements shall be borne by Lessee.

16.

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

17.

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

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

18.

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

19.

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

BOARD APPROVED

20.

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

21.

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

22.

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

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

LESSEE:

23.

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

BOARD APPROVED

In Testimony Whereof, Lessor has executed this act in Clinton, Hinds County, Mississippi, in the presence of the undersigned Notary Public and attesting witnesses on the _____ day of _____, 2002.

WITNESSES:

LESSOR:

CITY OF CLINTON

By: _____
 Mayor

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2002, within my jurisdiction, the within named _____, who acknowledged that she is Mayor of the CITY OF CLINTON, a Mississippi Municipal Corporation, and that for and on behalf of the CITY OF CLINTON, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by CITY OF CLINTON so to do.

 NOTARY PUBLIC
 SAID COUNTY AND STATE

In Testimony Whereof, Lessee has executed this act in Jackson, Mississippi, in the presence of the undersigned Notary Public and attesting witnesses on the _____ day of _____, 2002.

WITNESSES:

LESSEE:

 By: _____

Title: _____

BOARD APPROVED

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2002, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of _____, a Mississippi Municipal Corporation, and that for and on behalf of _____, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by _____ so to do.

NOTARY PUBLIC
SAID COUNTY AND STATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

LEASE OF WATER TOWER SPACE

BE IT KNOWN AND REMEMBERED that effective this ____ day of March, 2002 the following contract of lease is hereby entered by and between the following parties:

LESSOR:

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

And

LESSEE:

CRICKET MISSISSIPPI PROPERTY COMPANY, a Delaware corporation, herein represented by Bill Leonard, its duly authorized Regional Network Director, whose mailing address is 6655 South Lewis, Suite 200, Tulsa, OK, 74136, ATTN: Property Manager, (hereinafter referred to as "Lessee").

WITNESSETH:

1.

LEASED PROPERTY. Lessor does hereby lease and permit Lessee to enter upon, use and occupy for the sole purpose and on the conditions herein set forth, a certain portion of a water tower located in Clinton, Hinds County, Mississippi as described on Exhibit "A" together with an easement for ingress, egress and utilities, as more fully described on Exhibit "B". The water tower, land and/or facilities to be used by the Lessee and referred to as the "Leased Premises" and is shown on survey/site drawing attached hereto in globe as Exhibit "C". The attachment of Lessee's antenna to Lessor's water tower is shown on the drawing attached hereto as Exhibit "D".

2.

TERM. The primary term of this agreement shall be for three (3) years commencing on the effective date hereof and remaining in effect until cancelled or terminated as provided herein.

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

Options 2 through 5 shall be at a rental as negotiated between the parties at least ninety (90) days before the beginning of the option period.

3.

RENT. Lessee shall pay rental under this Lease monthly in advance commencing on April 1, 2002, as follows:

Primary (3 yrs.)	\$ 1,500.00 per month
1 st Option 3 yrs.	\$ 1,725.00 per month
2 nd Option 5 yrs.	To be negotiated but not less than \$1,985.00 per month
3 rd Option 5 yrs.	To be negotiated but not less than \$2,285.00 per month
4 th Option 5 yrs.	To be negotiated but not less than \$2,625.00 per month
5 th Option 4 yrs.	To be negotiated but not less than \$3,025.00 per month

Rent will be mailed to Lessor on or before the first day of each month. Rent for any partial month will be prorated.

4.

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

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

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

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

5.

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

Premises is as an integral part of the potable water system of Clinton, Mississippi. Lessee will not interfere with the operations of Lessor. Lessee will notify the public works director prior to entering the Leased Premises.

Lessee shall use the Leased Premises only for a site for Lessee's cellular telephone facilities, a building used in connection therewith, together with all other necessary related equipment and such other uses related to the cellular radio antenna which the Lessee intends to locate on the water tower at the Leased Premises. Lessee's improvements are shown on Exhibit "C". Only the improvements shown on Exhibit "C" will be located at the Leased Premises, without the prior written consent of the Lessor.

Lessee, at all times during the Lease, shall have access and be entitled to twenty four (24) hours seven days per week to its building and on ground improvements. Such access shall be subject to such reasonable rules and regulations of Lessor regarding access, as Lessor may from time to time deem necessary to provide for the security of Lessor's facilities. Neither Lessee nor its contractors shall be permitted to climb Lessor's water tower for purposes of attaching antenna or any maintenance work without Lessor's prior specific approval. Lessee shall contact the City's Public Works Department to obtain permission to climb Lessor's water tower. All of Lessee's improvements and the method and manner of attachment of its antenna to the water tower must be approved by Lessor's Engineer prior to such work beginning. Lessee will allow no personnel on the tower without properly approved OSHA Safety harnesses and climbing devices.

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

Lessee shall be responsible for removing and/or protecting all of its facilities, whether they may be internal or external in nature, when the Lessor conducts any water tower painting, maintenance, repair or construction.

6.

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

7.

INTERFERENCE. Lessee's cellular antenna installation shall be designed, installed and operated so as not to disrupt any emergency services transmission. If, in the opinion of Lessor, the operation of Lessee's antenna, transmitter or related equipment causes objectionable electrical or radiation interference to the operation or performance of any

emergency services transmissions, Lessor shall give Lessee written notice thereof specifying the nature and extent of any such interference. Lessee shall immediately take the necessary steps to correct such interference, including the purchase and installation at Lessee's expense of additional equipment such as filters, isolation traps, etc. Lessee must be given at least sixty (60) days notice and opportunity to correct the interference. After receiving notification Lessee agrees not to cause any interference with facilities, which are in place at the time of the commencement of the Lease. If Lessee is unable to cure all interference problems, then Lessee's obligation to pay future monthly rental payments shall cease and this Lease shall be terminated. In the event that Lessor shall determine it necessary to place equipment and facilities for municipal emergency telecommunications services on the Tower, and such cannot be accomplished without relocation or removal of Lessee's equipment, Lessor shall give Lessee six (6) months advance notice to attempt to relocate or cure such interference before requiring Lessee to remove its equipment. Removal of Lessee's equipment as a result of such conflicting use shall constitute a termination of the Lease and Lessee shall be entitled to repayment of any unearned rentals.

8.

SPECIAL PROVISIONS.

Lessee shall provide to Lessor:

- (1) Completed copy of FAA form 7460 or study number, if applicable.
- (2) Copies of current cellular FCC license on the site.
- (3) Any other documents necessary as needed by Lessor for verification of Lessee's authority to operate at the Leased Premises.
- (4) Prior to construction, Lessee has submitted plans for intended improvements, attachments, modifications and wall penetrations to Lessor for review and assurance that the security and integrity of the tank will not be harmed.
- (5) Lessee shall indemnify and hold Lessor harmless and assumes all responsibility for repair and clean up for any contaminants, hazardous wastes or substances which Lessee brings to the site.
- (6) Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:
 - (a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

- (b) Upon 30 days written notice by Lessee if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operations of the Lessee's Equipment or business; or
- (c) By Lessee upon six (6) months advance written notice from Lessee to Lessor, if the subject tower and property shall become unacceptable to Lessee as part of its network design or for other technical reasons.
- (d) By Lessor upon six (6) months advance written notice to Lessee of Lessor's intent to remove the Tower or cease to use the Tower for municipal purposes as a water storage facility.

9.

TAXES. Lessee agrees to pay all taxes due and payable on the installation and/or placement of its equipment on the Leased Premises. Lessor shall continue to pay all taxes on its water tower and land, if required by law.

10.

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

11.

DEFAULT. In the event that Lessee (a) defaults in payment of any rental due hereunder; or (b) fails to keep or perform any other covenants herein contained; Lessee shall have a period of thirty (30) days following receipt of written notice from Lessor of the nature of such default within which to correct such default. If Lessee fails to take steps to correct such default within said thirty (30) day period, Lessor shall have the right at its option to

(a) cancel this Lease in accordance with law, or (b) proceed one or more times for past due installment or rental without prejudicing its right to proceed later for remaining installments or (c) have recourse to any other remedy to which Lessor maybe entitled by law.

12.

PARTIES. This lease and all its provisions hereof shall be applicable to and binding upon the parties, their respective successors and assigns.

13.

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

14.

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

DESTRUCTION OF PREMISES. If the Property or the tower is destroyed or damaged so as to hinder the effective use of the Tower in Lessee's judgment, or if Lessor advises Lessee upon at least six (6) months advance written notice of Lessor's intent to abandon the property as no longer necessary for municipal purposes or to transfer same, Lessee may elect to terminate this Lease following the date of notice or abandonment or transfer by Lessor, by so notifying the Lessor, in such event, all rights and obligations of Lessee to Lessor shall cease as of the date of such termination and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

15.

REMOVAL OF IMPROVEMENTS. Upon termination of this Lease, whether by expiration, cancellation, forfeiture or otherwise, Lessee shall remove from the Leased Premises all improvements installed, placed or erected on the Leased Premises by Lessee, restoring the Leased Premises to its original condition, reasonable wear and tear and casualty excepted. Lessee shall have thirty (30) days after termination of this Lease within which to dismantle and remove the improvements. If Lessee is prevented from removing the improvements during that time because of weather, public disorder or natural disaster, Lessor shall grant such additional times as shall be reasonable under the circumstances. After the

aforementioned period all improvements not removed by Lessee shall become the property of Lessor. Cost of removal of improvements shall be borne by Lessee.

16.

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

17.

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

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

18.

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

19.

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

20.

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

21.

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

22.

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

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

LESSEE: Cricket Mississippi Property Company
6655 South Lewis
Suite 200
Tulsa, OK 74136
ATTN: Property Manager

23.

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

In Testimony Whereof, Lessor has executed this act in Clinton, Hinds County, Mississippi, in the presence of the undersigned Notary Public and attesting witnesses on the _____ day of March, 2002.

LESSOR:

CITY OF CLINTON

By: _____
Mayor

Attest:

City Clerk

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2002, within my jurisdiction, the within named Rosemary Aultman, who acknowledged that she is Mayor of the CITY OF CLINTON, a Mississippi Municipal Corporation, and that for and on behalf of the CITY OF CLINTON, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by CITY OF CLINTON so to do.

NOTARY PUBLIC
SAID COUNTY AND STATE

In Testimony Whereof, Lessee has executed this act in _____, _____, in the presence of the undersigned Notary Public and attesting witnesses on the _____ day of _____, 2002.

WITNESSES:

LESSEE:

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

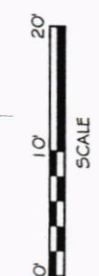
Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2002, within my jurisdiction, the within named _____, who acknowledged that he/she is _____ of Cricket Mississippi Property Company, a Delaware Municipal Corporation, and that for and on behalf of _____, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by _____ so to do.

NOTARY PUBLIC
SAID COUNTY AND STATE

EXHIBIT "A"

LEGAL DESCRIPTION

Beginning at a point on the line between the North half ($N\frac{1}{2}$) and the South half ($S\frac{1}{2}$) of Section 29, Township 6 North, Range 1 West, Hinds County, Mississippi; run thence North 89 degrees 34 minutes West, 203.6 feet along the line between the North half ($N\frac{1}{2}$) and the South half ($S\frac{1}{2}$) of said section to a point, said point being in the center of a gravel road and also the point of beginning of the property hereinafter described; continue thence North 89 degrees 34 minutes West 38.4 feet to a point; thence South 00 degrees 18 minutes West, 141.30 feet to a point; thence South 84 degrees 50 minutes East, 105.15 feet to a point in the center of a gravel road; thence North 20 degrees 44 minutes West, 122.52 feet to a point; thence North 31 degrees 42 minutes West 42.2 feet to the point of beginning.



NOTES:

1. SEE SHEET C-3 FOR DETAILS OF EQUIPMENT LAYOUT ON PAD

SHEET NAME	SHEET NUMBER
SITE PLAN	C-1

LAWGIBB GROUP
LAW ENFORCEMENT & ENVIRONMENTAL
SERVICES, INC.
628 LAUREL EAST DRIVE
PLYMOUTH, MD. 20699
TEL: (410) 306-6535

THIS DRAWING IS CONFIDENTIAL AND IS THE SOLE PROPERTY OF THE OWNER. IT IS NOT TO BE LOANED, REPRODUCED OR USED BY THE OWNER AND ITS AFFILIATES, REPRODUCED OR USED OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS FORBIDDEN WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

EXHIBIT B
DESCRIPTION OF PREMISES

To the Tower Lease dated _____, 2001, between City of Clinton, Mississippi, as Lessor, and Cricket Mississippi Property Company, a Delaware corporation, as Lessee.

The location of the Premises within the Property together with access, ingress, egress, easements and utilities are more particularly depicted as follows:

See attached.

ATTACHED IS ON FILE WITH THE PUBLIC WORKS DIRECTOR.

Lessor: _____
Lessee: _____

EXHIBIT C

DESCRIPTION OF COMMUNICATIONS FACILITIES

To the Tower Lease _____, 2001, between City of Clinton, Mississippi, as Lessor, and Cricket Mississippi Property Company, a Delaware corporation, as Lessee.

Tower Plan and Equipment

Approximately ____ square feet of ground space of that property described in Exhibit A including, but not limited to the following:

- PCS antennas, microwave and GPS equipment
- Five BTS Radio Equipment cabinets
- One power panel
- One telco box

EXHIBIT D

MEMORANDUM OF LEASE

To the Tower Lease dated _____, 2001, between City of Clinton, Mississippi, as Lessor, and Cricket Mississippi Property Company, a Delaware corporation, as Lessee.

After recording, please return to:

Cricket Regional Property Manager
6655 South Lewis, Suite 200
Tulsa, OK 74136

Memorandum of Lease

Between City of Clinton, Mississippi ("Lessor")
and Cricket Mississippi Property Company, a Delaware corporation ("Lessee")

A Tower Lease ("Lease") by and between City of Clinton, Mississippi ("Lessor") and Cricket Mississippi Property Company, a Delaware corporation ("Lessee") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Lease is for a term of three (3) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the third anniversary of the Commencement Date shall have occurred. Lessee shall have the right to extend this Lease for five (5) additional terms as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum effective as of the date of the last party to sign.

LESSOR: City of Clinton, Mississippi

By: _____

Printed Name: _____

Its: _____

LESSEE: Cricket Mississippi Property Company,
a Delaware corporation

By: _____

Printed Name: Bill Leonard

Its: Regional Network Director

STATE OF MISSISSIPPI)
)
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of City of Clinton, Mississippi, a municipality, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Print Name: _____
My commission expires: _____

STATE OF _____)
)
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Bill Leonard is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Regional Network Director of Cricket Mississippi Property Company, a Delaware corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public
Print Name: _____
My commission expires: _____

ARTICLE XXVI
WIRELESS COMMUNICATIONS ORDINANCE

Section 2600 - Purpose

The City recognizes that the city of Clinton desires to encourage the orderly development of wireless communications technologies for the benefit of the city and its citizens. The City also recognizes the excellent character of the residential communities of the City and the dramatic increase in residential growth.

As a matter of public policy the City aims to encourage the delivery of new wireless technologies throughout the City while controlling the proliferation of communications towers. Such development activities will promote and protect the health, safety, prosperity, and general welfare of the citizens of Clinton.

The WIRELESS COMMUNICATIONS ORDINANCE is designed to achieve the following:

- A. Provide a range of locations for communication towers in various zoning districts;
- B. Encourage the location of Wireless Communications Facilities onto existing structures to reduce the number of new communication towers needed within the City of Clinton;
- C. Encourage collocation and site sharing of new and existing communication towers;
- D. Control the type of tower facility constructed, when towers are permitted;
- E. Establish adequate development and design criteria to enhance the ability of providers of telecommunications services to provide service to the community quickly, effectively, and efficiently;
- F. Protect the residential areas and the Olde Towne Clinton District "OTC" from the development of wireless communications facilities;
- G. Promote the use of suitable sites (public and private) for the location of wireless antennae, towers, and/or wireless communication facilities;
- H. Insure the harmonious, orderly, and efficient growth and development of the City;

- I. Maximize the economy of the City through the continued use of the City's public resources;
- J. Provide areas in which the zoning laws permit the development of wireless communication facilities which are consistent with the requirements of the Telecommunications Act of 1996 and in the best interest of the future of the City of Clinton;
- K. Provide clear performance standards addressing the siting of wireless communication facilities; and
- L. Streamline and expedite the permitting procedures to effect compliance with the Federal Telecommunications Act of 1996;

SECTION 2601 - CERTAIN USES NOT COVERED BY THIS ORDINANCE

Nothing in this ordinance shall reduce any of the permitted uses of any zoned property within the City of Clinton. Nothing in this ordinance shall affect the right of a property owner to continue any legal non-conforming use.

SECTION 2602 - INTERPRETATION AND DEFINITIONS

2602.01 Construction of other ordinances

To the extent this ordinance conflicts with the Zoning Ordinance, Sign Ordinance or any other ordinances of the City of Clinton, this ordinance shall control.

2602.02 Rules for words and phrases

For the purpose of this Ordinance, words used in the present tense include the future tense; words in the singular number include the plural number, and words in the plural number include the singular number; the word "shall" is mandatory; the word "may" is permissive; the word "used" includes "designed" and "intended" or arranged to be used or occupied; and the word "person" includes a firm, association, organization, partnership, trust, foundation, company, or corporation as well as an individual.

2602.03 Definitions

For the purpose of this Ordinance certain words, phrases, and terms used herein shall be interpreted as stated in this Section II. The Zoning Administrator shall define any word, phrase or term not defined herein. The interpretation shall be based upon its common and ordinary usage. For the purpose of this Ordinance, all definitions defined herein are in addition to all definitions in the City of Clinton Zoning Ordinance.

Antenna Array. An Antenna Array is one or more rods, panels, discs, or similar devices used for the transmission or reception of radio frequency signals, which may include omni-directional antenna (rod), directional antenna (panel) and parabolic antenna (disc). The Antenna Array does not include the Support Structure.

Attached Wireless Communication Facility (Attached WCF). An Attached WCF is an Antenna Array that is attached to an existing building or structure (Attachment Structure), which structures shall include but not be limited to utility poles, signs, water towers, rooftops, towers with any accompanying pole or device (Attachment Device) which attaches the Antenna Array to the existing building or structure and associated connection cables, and an Equipment Facility which may be located either inside or outside of the Attachment Structure.

Collocation/Site Sharing. Collocation/Site Sharing shall mean use of a common WCF or common site by more than one wireless communication license holder or by one wireless license holder for more than one type of communications technology and/or placement of a WCF on a structure owned or operated by a utility or other public entity.

Equipment Facility. An equipment Facility is any structure used to contain ancillary equipment for a WCF which includes cabinets, shelters, a building, or an existing structure, pedestals, and other similar structures.

FAA. Federal Aviation Administration.

FCC. Federal Communications Commission.

FTA. Federal Telecommunications Act of 1996.

Height. When referring to WCF, Height shall mean the distance measured from ground level to the highest point on the WCF, excluding the Antenna Array.

Setback. Setback shall mean the required distance from the property line of the parcel on which the WCF is located to the perimeter of the fenced area around the Support Structure or, in the case of guy-wire supports, the guy anchors.

Support Structure. A Support Structure is a structure designed and constructed specifically to support an Antenna Array, and may include a monopole, self supporting (lattice) tower, guy-wire-support tower and other similar structures. Any device (Attachment Device) which is used to attach an Attached WCF to an existing building or structure (Attachment Structure) shall be excluded from the definition of and regulations applicable to Support Structures.

Temporary Wireless Communication Facility (Temporary WCF).

Temporary Wireless Communication Facility shall mean a WCF to be placed in use for ninety (90) or fewer days.

Tower Use Permit (TUP). A permit issued by the City specifically for the location, construction and use of a WCF subject to an approved site plan and any special conditions determined by the Zoning Administrator to be appropriate under the provision of this Ordinance.

Wireless Communications. Wireless communications shall mean any personal wireless services as defined in the Telecommunications Act of 1996, which includes FCC licensed commercial wireless telecommunications services including cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging, and similar services that currently exist.

Wireless Communication Facility (WCF). A WCF is any unstaffed facility for the transmission and/or reception of wireless telecommunications services, usually consisting of an Antenna Array, connection cable, and Equipment Facility, and a Support Structure to achieve the necessary elevation.

SECTION 2603 - APPLICABILITY AND DESIGNATION

Permit Required - No person, firm, or corporation shall install or construct a wireless communications facility unless and until the appropriate permit has been issued pursuant to the requirements of this ordinance.

Pre-existing Wireless Communications Facility - Wireless communications facilities for which a permit has been issued prior to the effective date of this Ordinance shall not be required to meet the requirements of this Ordinance.

Amateur Radio Exclusion - This Ordinance shall not govern the installation of any amateur radio facility that is owned and operated by a federally licensed amateur radio station operator or is used exclusively for receive-only antennas. Such installations shall comply with any other applicable provisions of the Zoning Ordinance.

Relationship to Other Ordinances - This Ordinance shall supersede all conflicting requirements of other ordinances regarding the locating and permitting of wireless communications facilities except in the Olde Towne Clinton District.

Airport Zoning - Any wireless communications facility located or proposed to be located in airport areas governed by the FAA shall also comply with the provisions of all applicable local, state, and federal airport regulations.

Building Codes - Construction of all wireless communications facilities shall comply with the requirements of the standard building codes as adopted by the City of Clinton and permitting process in addition to the requirements of this Ordinance.

SECTION 2604 - ALLOWABLE USES/DEVELOPMENT CRITERIA

2604.01. Allowable Areas -

- 1.) Wireless communications facilities are prohibited in all residential zoned areas including A-1, R-1, R-2, R-3, R-4, R-5, R-M, P.U.D., and O. T. C.
- 2.) Wireless communications facilities are permitted as a conditional use (special exception) in C-1, C-2, C-3, C-4, I-1, I-2, and S-1 districts subject to conditions and exceptions noted hereafter.

2604.02 Height Standards - The following height standards shall apply to all wireless communications facility installations:

- 1.) Attached Wireless Communication Facilities shall not add more than twenty (20) feet to the height of the existing building or structure to which it is attached.
- 2.) Wireless communications facilities with support structures shall have a maximum height of 250' in I-1 & I-2, and 200' in C-1, C-2, C-3, C-4, & S-1.

2604.03. Setback Standards - The following setback standards shall apply to all wireless communications facility installations;

- 1.) Attached Wireless Communication Facilities - Antenna arrays for attached wireless communication facilities are exempt from the setback provisions of the zone in which they are located. An attached wireless communication facility antenna array may extend up to thirty (30) inches horizontally beyond the edge of the attachment structure so long as the antenna array does not encroach upon an adjoining parcel.
- 2.) Wireless Communications Facilities With Support Structures -
 - a. A minimum setback of a distance equaling the height of the tower. The setback shall be measured from the base of the tower to the boundary line of the property owned, leased, or controlled by easement by the applicant.
 - b. A minimum distance requirement of a distance equaling the height of the tower plus 200 feet from A-1, R-1, R-2, R-3, R-4, R-M, P.U.D., and O.T.C. districts or the nearest part of any existing dwelling, school, church, or institution for human care, in any other district.

2604.04. Landscaping and Screening - The following landscaping and screening requirements shall apply to all wireless communications facility installations.

- 1.) New Construction - New wireless communications facilities with support structures and attached wireless communications facilities with new building construction shall be landscaped in accordance with the applicable provisions of the landscape ordinance that may now or hereafter be adopted.
- 2.) Land Form Preservation - Existing mature tree growth and natural land form on the site shall be preserved to the extent feasible; provided however; that vegetation that causes interference with the antennas or inhibits access to the equipment facility may be trimmed or removed.
- 3.) Existing Vegetation - Existing vegetation on a wireless communication facility site may be used in lieu of required landscaping where approved by the Zoning Administrator.

2604.05. Aesthetics, Placement, Materials, and Colors - Wireless communications facilities shall be designed so as to be compatible with existing structures and surroundings to the extent feasible, including placement in a location which is consistent with proper functioning of the wireless communication facility, the use of compatible or neutral colors, or stealth technology. A

monopole type structure shall be used, unless approved by the Mayor and Board of Aldermen.

2604.06 Lighting and Signage - The following lighting and signage requirements shall apply to all wireless communications facility installations:

- 1.) Artificial Illumination - Wireless communications facilities shall not be artificially illuminated, directly or indirectly, except for:
 - a.) security and safety lighting of equipment buildings if such lighting is appropriately down shielded to keep light within the boundaries of the site; and
 - b.) such illumination of the wireless communications facility as may be required by the FAA or other applicable authority installed in a manner to minimize impacts on adjacent residences. White strobe lighting shall be permitted during daylight hours, however, red beacon shall be utilized during night time hours.
- 2.) Signage - Wireless communications facilities shall not display any signage, logos, decals, symbols, or any messages of a commercial or noncommercial nature, except a small message containing provider identification and emergency telephone numbers and such other information as may be required by local, state, or federal regulations governing wireless communications facilities.

2604.07 Security Fencing - Wireless communications facilities with support structures shall be enclosed by an opaque security fence not less than six (6) feet in height. Security features may be incorporated into the buffer, landscaping, and screening requirements for the site. Nothing herein shall prevent security fencing that is necessary to meet requirements of state or federal agencies.

2604.08 Radio Frequency Emissions/Sound - The following radio frequency emissions standards shall apply to all wireless communications facility installations:

- 1.) RF Impact - The FTA gives the FCC jurisdiction of the regulation of radio frequency (RF) emissions, and wireless communications facilities that do not exceed the FCC standards shall not be conditioned or denied on the basis of RF impact.
- 2.) FCC Compliance - In order to provide information to its citizens, copies of ongoing FCC information concerning wireless communications facilities and RF standards may be requested. Applicants for wireless communications facilities shall be required to provide information with the application on the measurement

of the effective radiated power of the facility and how this meets the FCC standards.

- 3.) Sound Prohibited - No unusual sound emissions such as alarms, bells, buzzers, or the like are permitted.

2604.09. Structural Integrity - Wireless communications facilities with support structures shall be constructed to the Electronics Industries Association/ Telecommunications Industries Association (EIA/TIA) 222 Revision F Standard entitled "Structural Standards for Steel Antennas Towers and Antenna Support Structures" (or equivalent), as it may be updated and amended.

2604.10. Collocation Agreement - No permit to construct a communications tower may be issued unless the applicant demonstrates to the Zoning Administrator or, where applicable, to the Board of Zoning Appeals, need for the tower and that the applicant has exhausted all alternatives to constructing a tower. Applicants are required to prove need by:

- 1.) Demonstrating via statement or other evidence that, in terms of location and construction, there are no existing towers, buildings, structures, elevated tanks, etc., able to provide the antenna platform required;
- 2.) Providing evidence, including coverage diagrams and technical reports, demonstrating that collocation on existing sites is not technically possible in order to serve the desired need. Collocation is not possible if:
 - a.) Planned equipment would exceed the structural capacity of existing and approved towers, considering existing and planned use of those towers, and existing and approved towers cannot be reinforced to accommodate planned or equivalent equipment at a reasonable cost;
 - b.) Planned equipment will cause RF interference with other existing or planned equipment for that tower, and the interference cannot be prevented at a reasonable cost;
 - c.) Existing or approved towers do not have space on which planned equipment can be placed so it can function effectively and at least in parity with other similar equipment in place or planned; or
 - d.) Other reasons as determined by the Mayor and Board of Aldermen make it impracticable to place the equipment

planned by the applicant on existing approved towers.

SECTION 2605 - REVIEW PROCESS

The review process for installation of a wireless communications facility with support structures shall follow all requirements and guidelines as set forth in Section 2405 - Special Exceptions (Conditional Uses) of the City of Clinton Zoning Ordinance. (adopted April 4, 1997)

SECTION 2606 - APPROVAL PROCESS

2606.01. Application Submission

All requests for a permit, regardless of Wireless Communication Facility type shall submit an application in accordance with the requirements of this section.

- 1.) Application Contents. Each applicant requesting a conditional use under this Ordinance shall submit a scaled site plan containing a scaled elevation view and other supporting drawings, calculations and other documentation showing the location and dimensions of the wireless communications facility and all improvements associated therewith, including information concerning specifications, antenna locations, equipment facility and shelters, landscaping, parking, access, fencing and, if relevant as determined by staff, topography, adjacent uses and existing vegetation. Applicants proposing to collocate on an existing wireless communication facility shall include a Radio Frequency Intermodulation Study with their application.
- 2.) Submission Requirements. Application for a conditional use shall be submitted to the City on forms prescribed by the City. The application shall be accompanied by a site plan containing the information described above and a copy of the appropriate FCC license. The application and site plan shall be placed on the next available commission agenda in accordance with the agenda deadlines established by the City.
- 3.) Application Fees. A plan review fee of \$500. These fees may be used by the City to engage an engineer(s) or other qualified consultant(s) to review the technical aspects of the application or publish notices in local newspaper for public hearing as described in Zoning Ordinance.
- 4.) Technical Assistance. In the course of its consideration of an application, the City, the Zoning Administrator, the Planning

Commission, or the Board of Aldermen may deem it necessary, in complex situations, to employ an engineer(s) or other consultant(s) qualified in the design and installation of wireless communication facilities to assist the City in the technical aspects of the application. In such cases, a five thousand dollar (\$5,000) deposit shall be submitted to the City for technical review and recommendations.

2606.02 Planning Commission Review - The following shall apply to all Tower Use Permit applications requiring submission to the Planning Commission.

- 1.) Review Authority. The Planning Commission shall be the review authority for TUP applications not eligible for Administrative Review or otherwise referred to the Commission.
- 2.) Notice. Notice of the application and the public hearing by the Planning Commission shall be accomplished in the same manner as a Conditional Use Permit under the Zoning Ordinance.
- 3.) Hearing. The Planning Commission shall review and consider the conditional use application at a public hearing. At the hearing, interested persons may appear and offer information in support or opposition to the proposed application. The Planning Commission shall consider the following in reaching a decision.
 - a.) Development Criteria Variance. The conditional use shall be reviewed for compliance with the Development Criteria set for in Section V; provided that the applicable Development Criteria may be amended or waived so long as the approval of the wireless communication facility meets the goals and purposes of the Ordinance. The Planning Commission may authorize a variance from the Development Criteria by specific inclusion in a motion for approval.
 - b.) Tower Siting Conditions. The Planning Commission may impose conditions and restrictions on the application or on the premises benefited by the conditional use as it deems necessary to reduce or minimize any adverse effects and to enhance the compatibility of the wireless communication facility with the surrounding property, in accordance with the purposes and intent of this Ordinance. The violation of any condition shall be grounds for revocation of the conditional use. The Planning Commission may impose such conditions in addition to the Development Criteria upon the following findings:

- i.) The wireless communication facility would result in significant adverse visual impact on nearby residences.
- ii.) The conditions are based upon the purpose and goals of this Ordinance.
- iii.) The conditions are reasonable and capable of being accomplished.

c.) Action. Following the public hearing and presentation of evidence, the Planning Commission shall take one of the following actions:

- i.) approve the application as submitted;
- ii.) approve the application with conditions or modifications;
- iii.) defer the application for additional information or neighborhood input; or
- iv.) deny the application.

4. Findings. All decisions rendered by the Planning Commission concerning a Tower Use Permit shall be supported by written findings of fact and conclusions of law based upon substantial evidence of record.
5. Timing of Decision. The Planning Commission shall render its decision within 60 days or less of the final submission of all required application documents and technical evaluations, however this time may be increased due to deferrals by either the applicant or the Planning Commission.
6. Appeals. The decision of the Planning Commission may be appealed to the Board of Aldermen of the City under the following circumstances:
 - a.) Only the applicant and those who registered an objection to the conditional use in the record of the Planning Commission shall have standing to appeal.
 - b.) Only such evidence or testimony in support of or opposition to the issuance of the conditional use which was provided to the Planning Commission may be presented to the Board of aldermen unless the Board, by majority vote, decides to hear new information.
 - c.) Notice of appeal shall be accomplished by the appellant in the same manner as a conditional use permit under the Zoning Ordinance.

SECTION 2607 - SHARED FACILITIES AND COLLOCATION POLICY

Collocation. All new wireless communication facilities with support structures shall be engineered, designed and constructed to be capable of sharing the facility with other providers, to collocate with other existing wireless communication facilities and to accommodate the future collocation of other wireless communication facilities. A conditional use shall not be issued until the applicant proposing a new wireless communications facility shall demonstrate that it has made a reasonable good faith attempt to locate its WCF onto an existing structure. Competitive conflict and financial burden are not deemed to be adequate reasons against collocation.

All WCF's with support structure up to a height of 150 feet shall be engineered and constructed to accommodate at least the four (4) antenna array. All WCF's with support structure up to a height of more than 200 feet shall be engineered and constructed to accommodate at least five (5) antenna array. All WCF's with support structure over 200 feet shall be engineered and constructed to accommodate at least six (6) antenna array.

SECTION 2608 - REMOVAL OF ABANDONED WIRELESS COMMUNICATION FACILITIES

Any wireless communication facility that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the wireless communication facility owner shall remove the wireless communication facility within 90 days after notice from the City to remove the wireless communication facility. If the abandoned wireless communication facility is not removed within 90 days, the City may remove it and recover its costs from the wireless communication facility owner. If there are two or more users of a single wireless communication facility, this provision shall not become effective until all providers cease to use the wireless communication facility. If the owner of an abandoned wireless communication facility cannot be located or is no longer in business, the requirements of this section shall be the responsibility of the landowner on whose property the wireless communication facility is located. The City shall be notified of any technological advances within the industry that will require any changes in the facilities.

SECTION 2609 - NONCONFORMING WIRELESS COMMUNICATIONS FACILITIES

Wireless Communication Facilities in existence on the date of the adoption of this Ordinance which do not comply with the requirements of this Ordinance (nonconforming wireless communications facility) are subject to the following provisions:

- A. Expansion. Nonconforming wireless communication facilities may continue in use for the purpose now used, but may not be expanded without

complying with this Ordinance except as further provided in this Section.

- B. Additions. Nonconforming wireless communications facilities may add additional antennas (belonging to the same provider or other providers) subject to Administrative Review under this Ordinance.
- C. Repairs or Reconstruction. Nonconforming wireless communications facilities which become damaged due to any reason or cause, may be repaired and restored to its former use, location, and physical dimensions subject to the provisions of this Ordinance. Provided, however, that if the damage to the wireless communication facility exceeds 50% of replacement cost, said wireless communication facility may only be reconstructed or repaired in compliance with this ordinance.
- D. Any wireless communications facility not in use for six months shall be deemed abandoned and all rights as a nonconforming use shall cease.

SECTION 2610 - REVOCATION OF TOWER USE PERMITS

Any Conditional Use Permit issued pursuant to this Ordinance may be revoked after a hearing as provided hereinafter. If the Mayor and Board of Aldermen finds that any permit holder has violated any provision of this Ordinance, or has failed to make good faith reasonable efforts to provide or seek collocation, the Mayor and Board of Aldermen may revoke the conditional use permit upon such terms and conditions, if any, that the Mayor and Board may determine. Prior to initiation of revocation proceedings, the City shall notify the permit holder, in writing, of the specific areas of non-compliance and specify the date by which such deficiencies must be corrected. The time for correction of deficiencies shall not exceed 60 days. The permit holder shall provide the City with evidence that the required corrective action has been taken. Should the permit holder fail to correct any deficiencies in the time required, the Mayor and Board of Aldermen shall convene a public hearing to consider revocation of the Conditional Use Permit. The hearing shall be conducted pursuant to notice by publication in a newspaper with general circulation in the city not less than 10 days prior to the hearing and by written notice to the permit holder. At any such hearing, the permit holder may be represented by an attorney and may cross-examine opposing witnesses. Other interested persons may comment. The Mayor and Board of Aldermen may impose reasonable restrictions with respect to time and procedure. The proceedings shall be provided by the requesting party at that party's expense.

SECTION 2611 - PENALTY

The fine or penalty for violating any provisions of this Ordinance shall, upon conviction in the municipal court, not exceed one thousand dollars (\$1,000.00) for any one specified offense or violation further, that if a thing prohibited or rendered unlawful is, in its nature, continuous in respect to time, the fine or penalty for allowing the continuance thereof in violation of this Ordinance shall not exceed one thousand dollars (\$1,000.00) for each day that it may be unlawfully continued.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: March 19, 2002

Agenda Item No. 8

Consent Agenda:

To:

For:

Account: Various

Discussion/Action: Approval of Application from BTM Capital Corporation, as Owner/Lessor, and Riverwood International Corporation, Inc. as Lessee, for an Additional Five-year Ad Valorem Tax Exemption Beginning December 31, 2001 on Personal Property Having a True Value of \$739,750.

Introduced by: Wayne Derrick, City Clerk

Exhibits for Review:

Assessed @ 15% 110,962
City \$ 3,662
CPSD \$ 6,103

Minutes: _____

Invoice: _____

Other: _____

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: _____

Recommendation:

32
55

Board Action:

Motion made by: Hisaw

Seconded by: Greer

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

Touchton

Lott

I
absent

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.

**REQUEST OF BTM CAPITAL CORPORATION (FORMELY BOT
FINANCIAL CORPORATION), AS OWNER/LESSOR, AND
RIVERWOOD INTERNATIONAL CORPORATION, INC., AS
LESSEE, FOR A FIVE-YEAR EXTENSION OF THE EXEMPTION
FROM AD VALOREM TAXES HERETOFORE GRANTED FOR
PHASE TWO ADDITIONS COMPLETED DECEMBER 31, 1996**

**TO THE MAYOR AND BOARD OF ALDERMAEN, CITY OF
CLINTON MISSISSIPPI:**

1. BTM Capital Corporation (herein "BTM"), as Owner/Lessor, and Riverwood International Corporation (herein "Riverwood"), as Lessee, files this their request in triplicate for a five-year extension of the exemption from ad valorem taxation heretofore granted on its December 31, 1996 additions to its plant and would respectfully represent unto this Honorable Board as follows:

2. BTM Capital Corporation is a Delaware corporation having its principal place of business at Boston, Massachusetts, and is qualified to do business in Mississippi, and is in good standing in the State of Mississippi. Riverwood is a Delaware corporation with its national administrative headquarters in Atlanta, Georgia, and is qualified to do business in Mississippi, and is in good standing in the State of Mississippi.

3. Riverwood is now, and has been for many years prior to this date, operating a paper cutting, printing and container manufacturing type of industry within the industrial park of the City of Clinton, Hinds County, Mississippi.

4. By Final Order of the Board of Aldermen Applicant was granted an exemption for five consecutive years to begin January 1, 1997 and end on December 31, 2001 at which time Applicants were to be entitled to an extension of five years therefrom. Such exemption was granted for personal property having an original cost and true value of \$979,144 which was shown and itemized on Exhibit "A" to the original exemption Application, a true copy of such Exhibit "A" being attached hereto.

5. In support of their right and eligibility to receive an extension of the above mentioned ad valorem tax exemption, Applicants respectfully state and certify as follows:

- (a) Riverwood has and will continue to give preference to Hinds County residents in hiring and has and will continue to utilize Hinds County, Mississippi minority vendors, suppliers, subcontractors, and professionals.
- (b) Riverwood represents that during the initial period of five years, in connection with its original Application for Exemption from Ad Valorem Taxes on Additional and Expanded Properties and Equipment as Authorized by Section 27-31-101 at. Seq. of the Mississippi Code of 1972, filed in conjunction with BTM Capital Corporation for additions completed December 31, 1996 Riverwood has increased its payroll and anticipates that it will maintain their employment levels through the end of the second five year period. Riverwood currently employees 233 people with annualized payroll of \$10,131,050, as compared to an annualized payroll of \$8,531,592 before the project.
- (c) Riverwood represents that the current true value of the machinery and equipment for which the extension of exemption is requested is \$739,750 as detailed in Exhibit "B".

WHEREFORE, Applicant prays that this Board of Aldermen enter a Final Order:

- (a) Extending the above mentioned initial exemption in accordance with the original grant for an additional five

years, commencing January 1, 2002 and expiring December 31, 2006 and

- (b) That a certified copy of said Final Order be furnished to the Hinds County Tax Assessor's Office.

Respectfully submitted, this the 19th day of October 2001

RIVERWOOD INTERNATIONAL CORPORATION

BY: Catherine Hanson

Catherine Hanson

Vice President Corporate Treasury and Tax

BTM CAPITAL CORPORATION

BY: Rory P. Laughna

Rory P. Laughna

Executive Vice President

STATE OF GEORGIA

COUNTY OF COBB

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, CATHERINE HANSON, who stated that she is the Vice President Corporate Treasury and Tax for Riverwood International Corporation, Atlanta, Georgia, and that the matters set out in the foregoing Application for Exemption from Ad Valorem Taxation are true and correct.

BOARD APPROVED

SWORN TO AND SUBSCRIBED BEFORE ME, on this, the

19th day of October 2001.

Rory P. Laughna

NOTARY PUBLIC

My Commission Expires:

~~Notary Public, Cobb County, Georgia.
My Commission Expires December 2, 2004~~

STATE OF MASSACHUSETTS

COUNTY OF Suffolk

PERSONALLY APPEARED BEFORE ME, the undersigned authority
in and for the jurisdiction aforesaid, Rory P. Laughna,
who stated that he is Executive Vice President of BTM Capital
Corporation, and that the matters set out in the foregoing Application for
Exemption from Ad Valorem Taxation as they pertain to it are true and
correct.

SWORN TO AND SUBSCRIBED BEFORE ME, on this, the

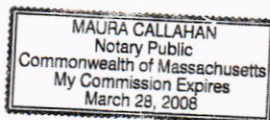
14th day of November, 2001.

Maura Callahan

NOTARY PUBLIC

My Commission Expires:

March 28, 2008



FINAL ORDER OF THE BOARD OF SUPERVISORS OF
HINDS COUNTY, MISSISSIPPI,
EXEMPTING CERTAIN PROPERTIES OF
BTM CAPITAL CORPORATION, AS OWNER/LESSOR AND
RIVERWOOD INTERNATIONAL CORPORATION, AS LESSEE FROM AD VALOREM
TAXES FOR PHASE TWO ADDITIONS COMPLETED DECEMBER 31, 1996

WHEREAS, Riverwood International Corporation (herein "Riverwood"), is now operating a paper cutting, printing and container manufacturing type of industry within the industrial park of the City of Clinton, Hinds County, Mississippi, which factory contains bona fide expanded facilities of public utility within the meaning of Section 27-31-101 et. seq. and related Sections of the Mississippi Code, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely "manufacturing". The exemption prayed for in this Application is for Phase Two additions or expansions of the above-mentioned plant through the addition of new equipment owned by BTM Capital Corporation (being BOT Financial Corporation before its name changed, herein "BTM"), (who, in part, is in the business of owning and leasing manufacturing machinery and equipment to manufacturers) which is Phase Two of installation of a second Webb press, which is leased by BTM to Riverwood and used in connection with or necessary to the operation of Riverwood's manufacturing enterprise as provided in Section 27-31-105 of the Mississippi Code, as amended.

WHEREAS, the Phase Two additions or expansions of equipment were completed on December 31, 1996, and as of that date the true value of all property to be exempt was Nine Hundred Eighty Thousand Six Hundred Forty-Four and NO/100 Dollars (\$980,644.00), as shown in an itemized list attached to the Application for Exemption as Exhibit "A"; and

WHEREAS, the Application of BTM Capital Corporation, as Owner/Lessor, and Riverwood International Corporation, as Lessee, was approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption and the Board now finding that the provisions of Section 27-31-101 et seq. have been fully complied with for the exemption;

MAR 16 1998

BOARD APPROVED

IT IS, THEREFORE, ORDERED by the Board of Supervisors of Hinds County, Mississippi, that the BTM Capital Corporation, as Owner/Lessor, and Riverwood International Corporation, as Lessee, Application for a Phase Two expansion is hereby approved and that the property described in Exhibit "A" to the Application for Exemption with a value of \$980,644.00 is exempt from all ad valorem taxation, except State and School District taxation, for five consecutive years to begin January 1, 1997, and end December 31, 2001, at which time Applicants will be entitled to an extension of five years therefrom until December 31, 2006, with proof of compliance by it with the representations made in paragraphs 5. and 6. of said Application.

SO ORDERED, this, the 16th day of March, 1998.

BOARD OF SUPERVISORS OF
HINDS COUNTY, MISSISSIPPI

BY: Ronnie Chappell

ATTEST:

ALICE JAMES, CHANCERY CLERK
HINDS COUNTY, MISSISSIPPI



BOARD APPROVED

0103 PAGE 562

EXHIBIT "A"

DEC 1 1997

BTM CAPITAL CORPORATION

AND

RIVERWOOD INTERNATIONAL CORPORATION

True value of property (its cost) leased from BTM Capital Corporation and added to the Clinton, Mississippi Plant of Riverwood related to Phase II installation of one offset Webb press bearing Serial Number 50541-05-C1, and completed on December 31, 1996.

<u>DESCRIPTION</u>	<u>COST</u>	<u>ACQUISITION DATE</u>
Lan Wrapper System - S00003156047	\$ 25,100	Sep-95
Glue Monitoring System - 7000 2GSMANO	1,500	Aug-95
Phase II of WEB Rowland Press	<u>954,044</u>	Aug-95
TOTAL COST	<u>\$980,644</u>	

BOARD APPROVED

EXHIBIT "B"

BTM CAPITAL CORPORATION

AND

RIVERWOOD INTERNATIONAL CORPORATION

True value of property and cost leased from BTM Capital Corporation and added to the Clinton, Mississippi Plant of Riverwood for Phase Two Additions completed December 31, 1996:

Equipment Description	Original Cost	Current True Value
Glue Monitoring 70000 2GSMANO	\$1,500	\$927
Web Roland #2	\$954,044	\$719,883
Lan-Wrapper System Model SVAST-46	\$25,100	<u>\$18,940</u>
Total True Value		\$739,750 ½

**REQUEST OF BTM CAPITAL CORPORATION (FORMELY BOT
FINANCIAL CORPORATION), AS OWNER/LESSOR, AND
RIVERWOOD INTERNATIONAL CORPORATION, INC., AS
LESSEE, FOR A FIVE-YEAR EXTENSION OF THE EXEMPTION
FROM AD VALOREM TAXES HERETOFORE GRANTED FOR
PHASE TWO ADDITIONS COMPLETED DECEMBER 31, 1996**

**TO THE MAYOR AND BOARD OF ALDERMAEN, CITY OF
CLINTON MISSISSIPPI:**

1. BTM Capital Corporation (herein "BTM"), as Owner/Lessor, and Riverwood International Corporation (herein "Riverwood"), as Lessee, files this their request in triplicate for a five-year extension of the exemption from ad valorem taxation heretofore granted on its December 31, 1996 additions to its plant and would respectfully represent unto this Honorable Board as follows:

2. BTM Capital Corporation is a Delaware corporation having its principal place of business at Boston, Massachusetts, and is qualified to do business in Mississippi, and is in good standing in the State of Mississippi. Riverwood is a Delaware corporation with its national administrative headquarters in Atlanta, Georgia, and is qualified to do business in Mississippi, and is in good standing in the State of Mississippi.

3. Riverwood is now, and has been for many years prior to this date, operating a paper cutting, printing and container manufacturing type of industry within the industrial park of the City of Clinton, Hinds County, Mississippi.

4. By Final Order of the Board of Aldermen Applicant was granted an exemption for five consecutive years to begin January 1, 1997 and end on December 31, 2001 at which time Applicants were to be entitled to an extension of five years therefrom. Such exemption was granted for personal property having an original cost and true value of \$979,144 which was shown and itemized on Exhibit "A" to the original exemption Application, a true copy of such Exhibit "A" being attached hereto.

5. In support of their right and eligibility to receive an extension of the above mentioned ad valorem tax exemption, Applicants respectfully state and certify as follows:

- (a) Riverwood has and will continue to give preference to Hinds County residents in hiring and has and will continue to utilize Hinds County, Mississippi minority vendors, suppliers, subcontractors, and professionals.
- (b) Riverwood represents that during the initial period of five years, in connection with its original Application for Exemption from Ad Valorem Taxes on Additional and Expanded Properties and Equipment as Authorized by Section 27-31-101 at. Seq. of the Mississippi Code of 1972, filed in conjunction with BTM Capital Corporation for additions completed December 31, 1996 Riverwood has increased its payroll and anticipates that it will maintain their employment levels through the end of the second five year period. Riverwood currently employees 233 people with annualized payroll of \$10,131,050, as compared to an annualized payroll of \$8,531,592 before the project.
- (c) Riverwood represents that the current true value of the machinery and equipment for which the extension of exemption is requested is \$739,750 as detailed in Exhibit "B".

WHEREFORE, Applicant prays that this Board of Aldermen enter a Final Order:

- (a) Extending the above mentioned initial exemption in accordance with the original grant for an additional five

years, commencing January 1, 2002 and expiring December 31, 2006 and

- (b) That a certified copy of said Final Order be furnished to the Hinds County Tax Assessor's Office.

Respectfully submitted, this the 19th day of October, 2001

RIVERWOOD INTERNATIONAL CORPORATION

BY: Catherine Hanson

Catherine Hanson

Vice President Corporate Treasury and Tax

BTM CAPITAL CORPORATION

JB BY: Rory P. Laughna

Rory P. Laughna

Executive Vice President

STATE OF GEORGIA

COUNTY OF COBB

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, CATHERINE HANSON, who stated that she is the Vice President Corporate Treasury and Tax for Riverwood International Corporation, Atlanta, Georgia, and that the matters set out in the foregoing Application for Exemption from Ad Valorem Taxation are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME, on this, the
19th day of October 2001.

Rory P. Laughna

NOTARY PUBLIC

My Commission Expires:

~~Notary Public, Cobb County, Georgia.
My Commission Expires December 2, 2001~~

STATE OF MASSACHUSETTS

COUNTY OF Suffolk

PERSONALLY APPEARED BEFORE ME, the undersigned authority
in and for the jurisdiction aforesaid, Rory P. Laughna,
who stated that he is Executive Vice President of BTM Capital
Corporation, and that the matters set out in the foregoing Application for
Exemption from Ad Valorem Taxation as they pertain to it are true and
correct.

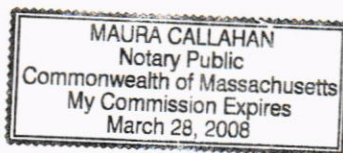
SWORN TO AND SUBSCRIBED BEFORE ME, on this, the
14th day of November, 2001.

Maura Callahan

NOTARY PUBLIC

My Commission Expires:

March 28, 2008



FINAL ORDER OF THE BOARD OF SUPERVISORS OF
HINDS COUNTY, MISSISSIPPI,
EXEMPTING CERTAIN PROPERTIES OF
BTM CAPITAL CORPORATION, AS OWNER/LESSOR AND
RIVERWOOD INTERNATIONAL CORPORATION, AS LESSEE FROM AD VALOREM
TAXES FOR PHASE TWO ADDITIONS COMPLETED DECEMBER 31, 1996

WHEREAS, Riverwood International Corporation (herein "Riverwood"), is now operating a paper cutting, printing and container manufacturing type of industry within the industrial park of the City of Clinton, Hinds County, Mississippi, which factory contains bona fide expanded facilities of public utility within the meaning of Section 27-31-101 et. seq. and related Sections of the Mississippi Code, as amended, and is eligible for the exemption granted by the above-mentioned section by specific enumeration, namely "manufacturing". The exemption prayed for in this Application is for Phase Two additions or expansions of the above-mentioned plant through the addition of new equipment owned by BTM Capital Corporation (being BOT Financial Corporation before its name changed, herein "BTM"), (who, in part, is in the business of owning and leasing manufacturing machinery and equipment to manufacturers) which is Phase Two of installation of a second Webb press, which is leased by BTM to Riverwood and used in connection with or necessary to the operation of Riverwood's manufacturing enterprise as provided in Section 27-31-105 of the Mississippi Code, as amended.

WHEREAS, the Phase Two additions or expansions of equipment were completed on December 31, 1996, and as of that date the true value of all property to be exempt was Nine Hundred Eighty Thousand Six Hundred Forty-Four and NO/100 Dollars (\$980,644.00), as shown in an itemized list attached to the Application for Exemption as Exhibit "A"; and

WHEREAS, the Application of BTM Capital Corporation, as Owner/Lessor, and Riverwood International Corporation, as Lessee, was approved by this body for submission to the Mississippi State Tax Commission which in turn certified that the properties described in the Application are eligible for exemption and the Board now finding that the provisions of Section 27-31-101 et seq. have been fully complied with for the exemption;

MAR 16 1998

IT IS, THEREFORE, ORDERED by the Board of Supervisors of Hinds, County, Mississippi, that the BTM Capital Corporation, as Owner/Lessor, and Riverwood International Corporation, as Lessee, Application for a Phase Two expansion is hereby approved and that the property described in Exhibit "A" to the Application for Exemption with a value of \$980,644.00 is exempt from all ad valorem taxation, except State and School District taxation, for five consecutive years to begin January 1, 1997, and end December 31, 2001, at which time Applicants will be entitled to an extension of five years therefrom until December 31, 2006, with proof of compliance by it with the representations made in paragraphs 5. and 6. of said Application.

SO ORDERED, this, the 16th day of March, 1998.

BOARD OF SUPERVISORS OF
HINDS COUNTY, MISSISSIPPI

BY: Ronnie Chappell

ATTEST:

ALICE JAMES, CHANCERY CLERK
HINDS COUNTY, MISSISSIPPI



EXHIBIT "A"

DEC 1 1997

BTM CAPITAL CORPORATION

AND

RIVERWOOD INTERNATIONAL CORPORATION

True value of property (its cost) leased from BTM Capital Corporation and added to the Clinton, Mississippi Plant of Riverwood related to Phase II installation of one offset Webb press bearing Serial Number 50541-05-C1, and completed on December 31, 1996.

<u>DESCRIPTION</u>	<u>COST</u>	<u>ACQUISITION DATE</u>
Lan Wrapper System - S00003156047	\$ 25,100	Sep-95
Glue Monitoring System - 7000 2GSMANO	1,500	Aug-95
Phase II of WEB Rowland Press	<u>954,044</u>	Aug-95
TOTAL COST	<u>\$980,644</u>	

EXHIBIT "B"

BTM CAPITAL CORPORATION

AND

RIVERWOOD INTERNATIONAL CORPORATION

True value of property and cost leased from BTM Capital Corporation and added to the Clinton, Mississippi Plant of Riverwood for Phase Two Additions completed December 31, 1996:

Equipment Description	Original Cost	Current True Value
Glue Monitoring 70000 2GSMANO	\$1,500	\$927
Web Roland #2	\$954,044	\$719,883
Lan-Wrapper System Model SVAST-46	\$25,100	<u>\$18,940</u>
Total True Value		\$739,750 7

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI GRANTING EXEMPTION
FROM AD VALOREM TAXES**

The Board of Aldermen next took up for consideration the matter of granting tax exemption from ad valorem taxes for an additional five-year period to BTM Capital Corporation (herein "BTM") as Owner/Lessor, and Riverwood International Corporation, Inc. (herein "Riverwood"), as Lessee, and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, EXTENDING THE EXEMPTION FROM AD VALOREM TAXES PREVIOUSLY GRANTED TO BTM CAPITAL CORPORATION, AS OWNER/LESSOR, AND RIVERWOOD INTERNATIONAL CORPORATION, INC., AS LESSEE, FOR AN ADDITIONAL FIVE-YEAR PERIOD BEGINNING DECEMBER 31, 2001 AND ENDING DECEMBER 30, 2006 AS AUTHORIZED BY SECTION 27-31-101, ET SEQ. OF THE MISSISSIPPI CODE.

WHEREAS, BTM and Riverwood filed in triplicate with this Board its Application for a five-year extension of the ad valorem tax exemption previously granted on certain additions, expansions and equipment completed on December 31, 1996 and as of that date having a fair value of \$979,144 and an exemption having been granted to the Applicant for a five-year period beginning December 31, 1996 and ending December 30, 2001 which was approved by the Mississippi State Tax Commission; and

WHEREAS, the Applicant is entitled to a continuation of the exemption upon those items having a current true value of \$739,750 as shown on an itemized list attached to the Application as Exhibit "B"; and

WHEREAS, this Board finds as a fact that the property described in the aforesaid Application constitutes an expanded industrial enterprise as described in Section 27-31-15 of the Mississippi Code and the Applicant is entitled to an additional exemption of five years beginning on December 31, 2001 and ending on December 30, 2006.

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

1. That the Applicant, BTM and Riverwood is hereby granted an additional five-year extension of the ad valorem tax exemption beginning on December 31, 2001 and ending on December 30, 2006 on those items as described in Exhibit "B" of the Application filed by said Company with a current true value of \$739,750 as authorized by Section 27-31-101 of the Mississippi Code.

2. That the Clerk of this Board spread a copy of this Order on the minutes of this Board; and that the Clerk also forward one certified copy to the Tax Assessor of Hinds County, Mississippi.

After a full discussion of the matter, Alderman Hisaw moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Greer, and upon the question being put to a vote, the Resolution was unanimously adopted by affirmative vote of the members of the Board of Aldermen of the City of Clinton present.

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, on this 19th day of March, 2002.


Rosemary G. Auleman, Mayor

ATTEST:



W. Wayne Derrick, CPA
City Clerk