

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 15, 1998 - 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 Mayor Aultman followed by the Pledge of Allegiance to the Flag led by Alderman Brabham.

ROLL CALL - City Clerk Nelson Byrd

Present: Jehu Brabham - Alderman-At-Large
 Tony Hisaw - Alderman Ward 1
 Rodney DePriest - Alderman Ward 2
 Clint Brantley - Alderman Ward 3
 Phil Fisher - Alderman Ward 4
 Herb Touchton - Alderman Ward 5
 Ken Dreher - City Attorney
 Nelson Byrd - City Clerk

Absent: Sharbert Lott - Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A-T

MOTION made by Alderman Fisher and **SECONDED** by Alderman Brantley to approve Consent Agenda Items A-T listed on pages 729 of this Minute Book Z. Item C will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in Item J & L may be found in the office of the City Clerk. **MOTION CARRIED UNANIMOUSLY**

ADOPTION OF 1998-1999 BUDGET AND AD VALOREM TAX LEVY

MOTION made by Alderman Touchton and **SECONDED** by Alderman Brantley to approve the General Fund Budget for 1998-1999 and all associated special City-wide budgets as found on pages 731-746 of this minute book Z and to adopt the resolution found on pages 747-748 of this minute book Z fixing the ad valorem tax levy for 1998-1999. **MOTION CARRIED UNANIMOUSLY**. Proof of publication can be found on page 749 of this minute book Z.

APPROVAL OF WATER TOWER LEASE WITH CENTURYTEL

MOTION made by Alderman Brabham and **SECONDED** by Alderman Touchton to approve the adoption of this resolution authorizing the City to execute that water tower lease with CenturyTel found on pages 750-766 of this minute book Z with the provisions that the City Engineer and Public Works Director be authorized to make sure that all attachments are made correctly and that the Zoning Administrator make sure that all zoning applications are done correctly for the City and that all parties to this Municipal Lease understand that it can be reviewed by future Boards. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF SELECTION COMMITTEE FOR 1998 CDBG SERVICES

Mayor Aultman asked that City Engineer Richard Broome serve as a non-voting member and that Aldermen Brantley, Hisaw, and Brabham serve as voting members on a committee for the selection of an Administrator, Legal, Appraisal, and Engineer for the 1998 CDBG from proposals submitted and found with proof of publication on pages 767-768 of this minute book Z. **NO BOARD ACTION**

APPROVAL OF FINAL PLAT OF CAMBRIDGE COVE SUBDIVISION-PART ONE

MOTION made by Alderman Hisaw and **SECONDED** by Alderman Brantley to approve the final plat of Cambridge Cove Subdivision-Part One with the contingency that the drainage issue between Mr. John Stinson and Mr. Pat Purvis be resolved by the City Engineer. **MOTION CARRIED UNANIMOUSLY**

REVIEW OF SPEED LIMITS ON NORTHSIDE DRIVE

At the request of Alderman Fisher, City Engineer Broome was asked to discuss the 40 mph speed limit on Northside Drive in the vicinity of Cascades Subdivision and the National Guard Armory. The results of a traffic survey were presented and there was **NO BOARD ACTION**

TRANSACTIONS AUTHORIZED WITH TRUSTMARK BANK

MOTION made by Alderman Brabham and **SECONDED** by Alderman Touchton to approve that resolution found on page 769 of this Minute Book Z authorizing transactions with Trustmark Bank for the purpose of buying and selling securities. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RESOLUTION FOR PAYMENT OF POLICE AND FIRE DISABILITY AND RELIEF COLA FOR 1998

MOTION made by Alderman Brantley and **SECONDED** by Alderman Touchton to adopt the resolution authorizing the payment of Police and Fire Disability and Relief COLA for 1998 found on pages 770-773 of this minute book Z. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:51 PM

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

Copy of Agenda can be found on pages 729-730 of this Minute Book Z.

APPROVED: Rosemary G. Aultman September 23, 1998
Rosemary G. Aultman, Mayor Date

ATTEST: Nelson Byrd September 23, 1998
Nelson Byrd, City Clerk Date

SEAL:

CITY OF CLINTON
GENERAL FUND (001)
Budget of Estimated Receipts and Expenditures
For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Licenses and permits	\$ 564,000
Intergovernmental revenues	2,898,601
Charges for services	6,000
Fines and forfeitures	390,000
Interest earned	46,000
Miscellaneous	279,600

Total receipts, other than taxation	4,184,201
Beginning cash and investment balance	646,757

Total cash available, other than taxes	4,830,958
Amount to be provided by taxes	3,671,445

Total Receipts From All Sources	\$ 8,502,403
	=====
EXPENDITURES	

General Government:	
Administration (040):	
Personal services	\$ 483,800
Operating supplies	24,000
Other services and charges	141,100
Capital outlay	16,500

Total administration	665,400

Planning and zoning (090):	
Personal services	43,928
Operating supplies	2,500
Other services and charges	40,820

Total planning and zoning	87,248

Total General Government Expenditures	752,648

Public Safety:	
Police (105):	
Personal services	1,858,157
Operating supplies	156,920
Other services and charges	165,770
Capital outlay	86,860

Total police expenditures	2,267,707

CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
EXPENDITURES (Cont'd)	
Public Safety:	
Fire (160):	
Personal services	\$ 1,600,099
Operating supplies	73,650
Other services and charges	186,440
Capital outlay	147,174
Debt service	113,447
Emergency medical services	10,350
Total fire expenditures	2,131,160
Inspection (180):	
Personal services	46,442
Operating supplies	2,800
Other services and charges	21,690
Total inspection expenditures	70,932
Total Public Safety Expenditures	4,469,799
Public Works:	
Street (215):	
Personal services	591,146
Operating supplies	995,497
Other services and charges	278,810
Capital outlay	7,500
Total street expenditures	1,872,953
Total Public Works Expenditures	1,872,953
Culture and Recreation:	
Parks and recreation (305):	
Personal services	360,993
Operating supplies	43,200
Other services and charges	124,690
Capital outlay	37,400
Debt service	6,849
Total parks and recreation expenditures	573,132

CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
EXPENDITURES (Cont'd)	

Culture and Recreation:	
Library (350):	
Operating supplies	\$ 21,000
Other services and charges	2,100
Captial outlay	6,000

Total library expenditures	29,100

Total Culture and Recreation Expenditures	602,232

Economic Development:	
Operating supplies	1,200
Other services and charges	88,300
Captial outlay	500

Total Economic Development Expenditures	90,000

Transfers and Other Charges	283,598

Total expenditures	8,071,230
Ending cash and investment balance	431,173

Total Expenditures and Ending Cash & Ivestment Balance	\$ 8,502,403
	=====

CITY OF CLINTON
 TOURISM TAX FUND (100)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Tourism taxes	
Interest earned	\$ 48,000
	750
Total receipts	-----
Beginning cash and investment balance	48,750
	58,374
Total Receipts From All Sources	-----
	\$ 107,124
	=====
EXPENDITURES	

Other services:	
Legal	
Promotion - economic development	\$ 500
Promotion - parks & rec	7,200
Promotion - retirement	5,000
Promotion - City of Clinton	5,000
Promotion - tourism	74,000
	5,000
Total expenditures	-----
Ending cash and investment balance	96,700
	10,424
Total Expenditures and Ending Cash & Investment Balance	-----
	\$ 107,124
	=====

CITY OF CLINTON
 SPECIAL LAW ENFORCEMENT FUND (110)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Receipts from State of Mississippi	\$ 41,000
Interest earned	820
Total receipts	----- 41,820
Beginning cash and investment balance	39,048
Total Receipts From All Sources	----- \$ 80,868 =====
EXPENDITURES	

Operating supplies:	
Miscellaneous supplies	\$ 1,000
Miscellaneous equipment	20,000
	----- 21,000
Capital outlay:	
Vehicles	0
	----- 59,000
Total expenditures	----- 80,000
Ending cash and investment balance	868
Total Expenditures and Ending Cash & Investment Balance	----- \$ 80,868 =====

CITY OF CLINTON
 GENERAL OBLIGATION BOND AND INTEREST FUND (200)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Prior year's taxes	
Homestead exemption reimbursement	\$ 2,200
Interest earned	6,000
	5,000

Total receipts, other than taxation	13,200
Beginning cash and investment balance	63,203

Total cash available, other than taxes	76,403

Ad valorem taxes to be provided by levy:	
Real and personal	
Automobile	211,197
Less commissions paid for collection	72,814
	(4,627)

Total ad valorem taxes to be provided by levy	279,384

Total Receipts From All Sources	\$ 355,787
	=====
EXPENDITURES	

Debt service:	
Bond payments	\$ 155,000
Interest payments	155,800
Bondmaster fees	1,900

Total expenditures	312,700
Ending cash and investment balance	43,087

Total Expenditures and Ending Cash & Investment Balance	\$ 355,787
	=====

CITY OF CLINTON
 TAX INCREMENT L/O BOND & INTEREST FUND (210)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Interest earned	\$ 100

Total receipts, other than taxation	100
Beginning cash and investment balance	3,973

Total receipts available, other than taxes	4,073

Ad valorem taxes to be provided by levy:	
Real and personal	34,910

Total ad valorem taxes to be provided by levy	34,910

Total Receipts From All Sources	\$ 38,983
	=====
EXPENDITURES	

Debt service:	
Bond payments	\$ 10,000
Interest payments	24,425
Bondmaster fees	485

Total expenditures	34,910
Ending cash and investment balance	4,073

Total Expenditures and Ending Cash & Investment Balance	\$ 38,983
	=====

CITY OF CLINTON
 CLINTON PUBLIC SCHOOL DISTRICT BOND AND INTEREST FUND (220)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Prior year's taxes	
Interest earned	\$ 2,600
	5,000
Total receipts, other than taxation	-----
Beginning cash and investment balance	7,600
	98,558
Total cash available other than taxes	-----
	106,158

Ad valorem taxes to be provided by levy:	
Real and personal	
Automobile	382,587
Less commissions paid for collection	119,853
	(7,144)
Total ad valorem taxes to be provided by levy	-----
	495,296
Total Receipts From All Sources	-----
	\$ 601,454
	=====
EXPENDITURES	

Debt service:	
Bond payments	\$ 270,000
Interest payments	216,740
Bondmaster fees	3,000
Total expenditures	-----
Ending cash and investment balance	489,740
	111,714
Total Expenditures and Ending Cash & Investment Balance	-----
	\$ 601,454
	=====

CITY OF CLINTON
 PARKS AND RECREATION BOND AND INTEREST FUND (230)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Prior year's taxes	\$ 800
Homestead exemption reimbursement	2,400
Interest earned	1,500

Total receipts, other than taxes	4,700
Beginning cash and investment balance	31,092

Total cash available, other than taxes	35,792

Ad valorem taxes to be provided by levy:	
Real and personal	89,353
Automobile	30,806
Less commissions paid for collection	(1,958)

Total ad valorem taxes to be provided by levy	118,201

Total Receipts From All Sources	\$ 153,993
	=====
EXPENDITURES	

Debt service:	
Bond payments	\$ 100,000
Interest payments	18,595
Bondmaster fees	1,500

Total expenditures	120,095
Ending cash and investment balance	33,898

Total Expenditures and Ending Cash & Investment Balance	\$ 153,993
	=====

CITY OF CLINTON
 POLICE/COURTROOM FACILITY BOND AND INTEREST FUND (240)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Transfer from general fund	\$ 57,055
Total receipts	----- 57,055
Beginning cash and investment balance	11
Total Receipts From All Sources	----- \$ 57,066 =====
 EXPENDITURES	

Debt service:	
Bond payments	\$ 45,000
Interest payments	10,555
Bondmaster fees	1,500
Total expenditures	----- 57,055
Ending cash and investment balance	11
Total Expenditures and Ending Cash & Investment Balance	----- \$ 57,066 =====

CITY OF CLINTON
 HOBBY FARMS - BANKS ROAD PROJECT FUND (300)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

State of Mississippi	\$ 224,000
Transfer from Water & Sewer Opns Fund	200,000
Total receipts	-----
Beginning cash and investment balance	424,000
	0
Total Receipts From All Sources	-----
	\$ 424,000
	=====
EXPENDITURES	

Capital improvements:	
Administration	\$ 28,000
Appraisal and easements	12,301
Legal	8,551
Engineering	39,251
Construction	335,897
Total expenditures	-----
Ending cash and investment balance	424,000
	0
Total Expenditures and Ending Cash & Investment Balance	-----
	\$ 424,000
	=====

CITY OF CLINTON
 NORTH/SOUTH PARKWAY PROJECT FUND (325)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

MS Department of Transportation	\$ 2,500,000
Interest earned	100,000

Total receipts	2,600,000
Beginning cash and investment balance	2,170,994

Total Receipts From All Sources	\$ 4,770,994
	=====
EXPENDITURES	

Capital improvements:	
Right-of-way costs	\$ 400,000
Right-of-way and relocation services	50,000
Legal	10,000
Engineering - design	200,000
Advertising	1,000
Construction	2,339,000
Matching payments to MDOT	500,000

Total expenditures	3,500,000
Ending cash and investment balance	1,270,994

Total Expenditures and Ending Cash & Investment Balance	\$ 4,770,994
	=====

CITY OF CLINTON
 CAPITAL PROJECTS - PARKS AND RECREATION (351)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Interest earned	\$ 100
Total receipts	----- 100
Beginning cash and investment balance	1,034
Total Receipts From All Sources	----- \$ 1,134 =====
EXPENDITURES	

Capital improvements:	
Tennis courts, rep, rehab, concessions	\$ 1,134
ToTotal capital improvements	----- 1,134
Ending cash and investment balance	0
Total Expenditures and Ending Cash & Investment Balance	----- \$ 1,134 =====

CITY OF CLINTON
 WATER AND SEWER OPERATIONS FUND (400)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Rents	\$ 11,520
Water sales	2,080,000
Sewer service charges	1,976,000
Fees and service charges	157,000
Interest	63,000
Proceeds from MS SRF loan	1,500,000
Other	1,415,000

Total receipts	7,202,520
Beginning cash and investment balance	4,114,113

Total Receipts From All Sources	\$11,316,633
	=====
EXPENDITURES	

Personal services	\$ 588,893
Operating supplies	300,800
Other services and charges	1,289,784
Capital outlay	4,339,000
Debt service	2,231,358

Total expenditures	8,749,836
Ending cash and investment balance	2,566,797

Total Expenditures and Ending Cash & Investment Balance	\$11,316,633
	=====

CITY OF CLINTON
 GARBAGE COLLECTION FUND (450)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Refuse collection charges	\$ 786,000
Interest earned	5,200

Total receipts	791,200
Beginning cash and investment balance	278,143

Total Receipts From All Sources	\$ 1,069,343
	=====
EXPENDITURES	

Other services and charges:	
Equipment repair & maintenance	\$ 5,000
Accounting and auditing	1,500
Legal	1,000
Insurance - general	1,000
Garbage collection contract	716,641
Other contract-garbage service	5,000

Total other services and charges	730,141

Total expenditures	730,141
Ending cash and investment balance	339,202

Total Expenditures and Ending Cash & Investment Balance	\$ 1,069,343
	=====

CITY OF CLINTON
 UNEMPLOYMENT COMPENSATION REVOLVING FUND (603)
 Budget of Estimated Receipts and Expenditures
 For the Year Ended September 30, 1999

	1998-99 Budget as Proposed
RECEIPTS	

Interest earned	\$ 300
Total receipts	----- 300
Beginning cash and investment balance	19,591
Total Receipts From All Sources	----- \$ 19,891 =====
EXPENDITURES	

Other services and charges:	
Payment of unemployment claims	\$ 4,000
Total expenditures	----- 4,000
Ending cash and investment balance	15,891
Total Expenditures and Ending Cash & Investment Balance	----- \$ 19,891 =====

RESOLUTION FIXING THE AD VALOREM TAX LEVY ON REAL AND PERSONAL
PROPERTY FOR THE TAXES IN THE CITY OF CLINTON, MISSISSIPPI
AND IN THE CLINTON PUBLIC SCHOOL DISTRICT FOR 1998-1999

BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON,
MISSISSIPPI:

Section 1: That for the Fiscal Year 1998-1999, there shall be and is hereby levied on all taxable property, real and personal, within the corporate limits of the City of Clinton, Mississippi, for ad valorem taxes for municipal purposes as indicated, the following levies to be collected on each dollar of assessed value shown on the Real and Personal Property Ad Valorem Assessment Rolls of said City within the City limits thereof, by the City Tax Collector, to wit:

For General Fund purposes -	
Levied under Section 27-39-307 MS Code of 1972.....	31.24
For Parks and Recreation Bond and Interest Fund.....	1.10
For Firemen and Policemen Disability and Relief Fund -	
Levied under Chapter 511, General Laws, 1987,	
Senate Bill 2602.....	1.28
For North/South Parkway Bond and Interest Fund.....	2.60
Total Levied for Municipal Purposes.....	36.22

Section 2: That for the Fiscal Year 1998-1999, there shall be and is hereby levied on all taxable property, real and personal, within the Clinton Public School District within the City of Clinton, Mississippi, and within the Added Territory outside the City of Clinton, Mississippi, for ad valorem taxes for school purposes such levies having been authorized by the Board of Trustees of said School District by Order entered on its Minutes and certified to the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the following levies to be collected on each dollar assessed value as shown on said Real and Personal Property Ad Valorem Assessment Rolls, by the City Tax Collector, to wit:

For District School Operation and Maintenance Fund,	
Section 37-57-105.....	43.35
For School Bond and Interest Fund - City, Section 37-59-3.....	3.50
For School Bond and Interest Fund - District, Section 37-59-3.....	6.47
Total Levied for School District Purposes.....	53.32
Grand Total for Municipal and School District Purposes.....	89.54

Section 3: That this Resolution shall be in full force and effect from and after its passage.

The foregoing Resolution, having been reduced to writing, presented to the Board and the Motion having been made and seconded to adopt the foregoing Resolution, the matter was put to a ROLL CALL VOTE with the following results:

<u>ALD. BRABHAM</u>	<u>AYE</u>
<u>ALD. HISAW</u>	<u>AYE</u>
<u>ALD. DEPRIEST</u>	<u>AYE</u>
<u>ALD. BRANTLEY</u>	<u>AYE</u>
<u>ALD. FISHER</u>	<u>AYE</u>
<u>ALD. TONCHTON</u>	<u>AYE</u>
<u>ALD. LOTT</u>	<u>ABSENT</u>

The MOTION to adopt, having received the affirmative vote of the majority of the members of the Board of Aldermen, the Mayor declared the MOTION passed and the Resolution duly adopted.

APPROVED:

Rosemary J. Aultman Sept. 16, 1998
Rosemary Aultman, Mayor Date

ATTEST:

Nelson Byrd Sept. 16, 1998
Nelson Byrd, City Clerk and Tax Collector Date

SEAL

CERTIFICATE

I, Nelson Byrd, duly appointed City Clerk and Tax Collector of the City of Clinton, Mississippi, and as such, the lawful custodian of the Minutes of the Mayor and the Board of Aldermen and the Municipal Seal of said City, certify that the foregoing is a true and correct copy of the Resolution passed by the Mayor and Board of Aldermen on the 15TH day of SEPTEMBER, 1998.

Witness my signature and Official Seal of Office on this the 16TH day of SEPTEMBER, 1998.

Nelson Byrd
Nelson Byrd, City Clerk

AGE. Item 8

BOLES, BOLES & RYAN, ATTORNEYS

(A PROFESSIONAL LAW CORPORATION)

WILLIAM R. BOLES
CHARLES H. RYAN
JANET S. BOLES
G. ROBERT COLLIER, JR.*
WILLIAM R. BOLES, JR.**
L. SCOTT PATTON
H. HERBERT HOBGOOD
MICHAEL L. DeBOS

JAMES A. MOUNGER
OF COUNSEL

*Board Certified Tax Attorney
**Also Admitted in Colorado

1805 TOWER DRIVE
MONROE, LOUISIANA 71201
Mail to:
P.O. BOX 2065
MONROE, LOUISIANA 71207-2065
TELEPHONE (318) 388-4050
TOLL FREE 1-800-825-4050
FACSIMILE (318) 329-9150
FACSIMILE (318) 388-8992
E-MAIL: bolelaw@bayou.com

Writer's Direct No.: (318) 361-3377

BATON ROUGE OFFICE
7809 Jefferson Highway
Suite 100
Baton Rouge, LA 70809
Telephone (504) 924-2686
Facsimile (504) 926-5823

NEW ORLEANS OFFICE
2714 Canal Street, Suite 500
New Orleans, LA 70119
Telephone (504) 821-6031
Facsimile (504) 822-6292

September 11, 1998

VIA FAX:

Kenneth R. Dreher, Esq.
Pyle, Dreher, Mills & Dye, P.A.
P.O. Box 23004
Ridgeland, MS 39225-3004

RE: Jackson Cellular Telephone Co. Inc.
Clinton, Mississippi - Water Tower Lease

Dear Mr. Dreher:

Carrie Blackman has provided me with your faxed letter of yesterday. Attached is a draft of the revised Lease for Water Tower Space incorporating all of the changes that you have requested.

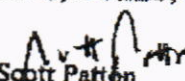
Century proposes to pay an annual rental of \$12,000.00 for the first five years to be increased 3% per year for each renewal term. I have rounded up the 3% increases to even dollar amounts for the 2nd through 5th five year renewal option terms. Century recently entered into a similar type Lease with the City of Ridgeland with an annual rental of \$12,000.00. The last Lease that we entered into with Ingels Shipyard down in Pascagoula was for \$5,000.00 on its water tower.

I will need the name and title of the city official who sign the Lease, the City's address and a tax I.D. number so that I can order the first year's rental check. I realize that the City pays no federal income taxes; however, I must have the City's tax I.D. number in order to obtain that check from my client. Under Article 23, I will need to add the City's address and the city official's title for notices.

Let me know if you need anything further in order to seek final approval of this revised Lease. After I hear back from you, I will prepare two originals for the parties' execution so that we can close this Lease transaction.

Very truly yours,

BOLES, BOLES, & RYAN


L. Scott Patton

LSP:mht
Enclosures

cc: Mr. Fred Engle (w/o enclos)
Ms. Carrie Blackman (w/o enclos)

FWP81.000CLIENTSITE.2FMOBIL.Q40 4088940722DREHER.LTR

STATES OF MISSISSIPPI
AND LOUISIANA

COUNTY OF HINDS
AND PARISH OF OUACHITA

LEASE FOR WATER TOWER SPACE

October **BE IT KNOWN AND REMEMBERED** that effective this 15th day of October, 1998 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 PO Box 156, Clinton, Mississippi 39060, (hereinafter referred to as "Lessor")

and

LESSEE:

JACKSON CELLULAR TELEPHONE CO., INC., a Delaware corporation, herein represented by Doug Bieniek, its duly authorized Vice-President, whose mailing address is P.O. Box 4065, Monroe, Louisiana 71211-4065, (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 are referred to as the "Leased Premises" and is shown on a survey/site drawings attached hereto in globo as Exhibit "C". The attachment of Lessee's antenna to Lessor's water tower is shown on the drawings attached hereto as Exhibit "D".

2.

TERM. The primary term of this agreement shall be for five (5) 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 for five (5) consecutive periods of five (5) years each. 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.

3.

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

Primary	\$12,000.00	REC'D 10-26-98
1st 5-year Option	\$13,800.00	
2nd 5-year Option	\$15,900.00	
3rd 5-year Option	\$18,300.00	
4th 5-year Option	\$21,000.00	
5th 5-year Option	\$24,200.00	

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, 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 reasonable notice to Lessor with no further obligation to make any further annual 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 at its expense and in compliance with all federal and local rules and regulations including, but not limited to, those of the FCC and the FAA, and their successors, and in the event that Lessor fails to do so and fails to correct any deficiencies, then Lessor shall have the option to terminate this Lease.

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 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 this Lease, shall have access 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, gas, electricity, sewage, drainage and telephone services; however, Lessee may install such utilities as it desires at its sole expense.

Lessee shall be responsible for removing and/or protecting all of its facilities, whether they 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 that 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 ten (10) 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 annual 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 licenses 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 it 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 day 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 Lessee 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 improvements 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 materialmen's liens for or arising out of or in connection with work or labor done on the Leased Premises. Lessee shall at all times promptly and fully to 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. 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 therefrom.

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 installments or rental without prejudicing its rights to proceed later for remaining installments or (c) have recourse to any other remedy to which Lessor may be 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 hereby expressly assumes full responsibility for all loss, damage, injury and death to person and property on the Leased Premises during the term of this Lease caused or contributed by Lessee, its agents, employees, contractors, successors, or assigns and agrees and covenants to hold Lessor, its agents, employees, contractors, successors and assigns harmless from any such claim or claims arising on the Leased Premises caused or contributed by Lessee, its agents, employees, contractors, successors and assigns. In addition, Lessee agrees to indemnify Lessor, its agents, employees, contractors, successors and assigns for any and all liability, loss or damage Lessor, its agents, employees, contractors, successors and assigns may suffer as a result of claims, demands, costs or judgments arising out of Lessee's operations hereunder. Such indemnification shall include the reimbursement to Lessor, its agents, employees, contractors, successors and assigns for attorney's fees incurred by Lessor, its agents, employees, contractors, successors and assigns in connection with the defense of any action covered by this indemnification.

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 following the date of notice of 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. 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 the weather, public disorder or natural disaster, Lessor shall grant such additional time 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, or 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 this 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 five year 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 five year 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.

ATTORNEY'S FEES. In the event that it becomes necessary for one party to enforce any provisions of this Lease by legal action, the unsuccessful party agrees to pay all costs and expenses incurred by the successful party, including reasonable attorney fees and other expenses.

22.

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.

23.

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, addressed as follows:

LESSOR: City of Clinton

Clinton, Mississippi
Attention:

LESSEE: Jackson Cellular Telephone Co., Inc.
P.O. Box 4065
Monroe, Louisiana 71211-4065
Attention: Corporate Counsel

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 this 1st day of October, 1998.

WITNESSES:

Nelson Byrd

LESSOR:

CITY OF CLINTON

By: Rosemary J. Aultman
Its: 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 1st day of October, 1998, within my jurisdiction, the within named Rosemary Aultman, who acknowledged that he/she is Mayor of CITY OF CLINTON, a Mississippi Municipal Corporation, and that for and on behalf of CITY OF CLINTON, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by CITY OF CLINTON so to do.

My Commission Expires:
Notary Public State of Mississippi At Large
My Commission Expires: August 10, 2002
Bonded Thru Heiden, Brooks & Garland, Inc.

Opalene Sledge
NOTARY PUBLIC in and for
said County and State



In Testimony Whereof, Lessee has executed this act in Monroe, Ouachita Parish, Louisiana, in the presence of the undersigned Notary Public and attesting witnesses on this 19 day of October, 1998.

WITNESSES:

Debbie McKinnis

Mary McDonald

LESSEE:

JACKSON CELLULAR TELEPHONE CO.,
INC.

By: Doug Bieniek
DOUG BIENIEK
Its: Vice-President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF OUACHITA

Personally appeared before me, the undersigned authority in and for the said parish and state, on this 19 day of October, 1998, within my jurisdiction, the within named DOUG BIENIEK, who acknowledged that he is Vice-President of JACKSON CELLULAR TELEPHONE CO. INC., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires:

Good for Life

Dana J. Flowers
NOTARY PUBLIC in and for
said Parish and State



This instrument prepared by:

L. Scott Patton, Esq.
Boles, Boles & Ryan
P.O. Drawer 2065
Monroe, Louisiana 71207-2065
(318) 388-4050

Dumas & Associates, Inc.

Consulting Engineers — Land Surveyors

404 Fairfield Street
West Monroe, Louisiana 71291
318/ 387-7013

**PROPERTY DESCRIPTION FOR
THE CITY OF CLINTON WATER TANK PROPERTY
AS PER DESCRIPTION FILE IN BOOK 1572, PAGE 254,
RECORDS OF THE CHANCERY CLERK, HINDS COUNTY, MISSISSIPPI**

NOTE: THE DESCRIPTION OF RECORD DOES NOT ACCURATELY DESCRIBED THE COMMENCEMENT POINT BUT IN AN ADJOINING PROPERTY DESCRIPTION FILED IN BOOK 4162, PAGE 546 OF THE RECORDS OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI THE POINT IS REFERRED TO AS THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI, WHICH MAY OR MAY NOT BE THE SAME INTENDED COMMENCEMENT POINT OF THE WATER TANK TRACT.

Beginning at a point on the line between the North half (N ½) and the South half (S ½) of Section 29, Township 6 North, Range 1 West, Hinds County, Mississippi; run thence North 89° 34' West, 203.6 feet along the line between the North half (N ½) and the South half (S ½) 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 North 89° 34' West 38.4 feet to a point; thence South 00° 18' West, 141.30 feet to a point; thence South 84° 50' East, 105.15 feet to a point in the center of a gravel road; thence North 20° 44' West, 122.52 feet to a point; thence North 31° 42' West 42.20 feet to the **POINT OF BEGINNING**.

The above copied from the public records.

Dumas & Associates, Inc.

Consulting Engineers — Land Surveyors

404 Fairfield Street
West Monroe, Louisiana 71291
318/387-7013

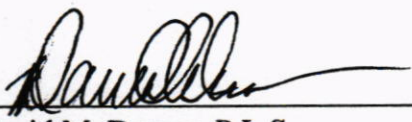
PROPERTY DESCRIPTION

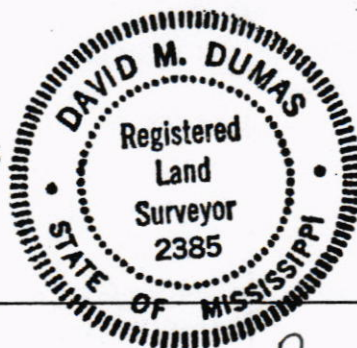
ACCESS EASEMENT FOR INGRESS/EGRESS & FOR UTILITY SERVICES

CENTURY CELLUNET PROJECT NO. M270-X9803
CLINTON, MISSISSIPPI

NOTE: THE DESCRIPTION OF RECORD FOR THE CITY OF CLINTON'S WATER TANK TRACT DOES NOT ACCURATELY DESCRIBED THE COMMENCEMENT POINT BUT IN AN ADJOINING PROPERTY DESCRIPTION FILED IN BOOK 4162, PAGE 546 OF THE RECORDS OF THE CHANCERY CLERK OF HINDS COUNTY, MISSISSIPPI THE POINT IS REFERRED TO AS THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI, WHICH MAY OR MAY NOT BE THE SAME INTENDED COMMENCEMENT POINT OF THE WATER TANK TRACT. IT IS THE INTENT OF THIS DESCRIPTION TO FOLLOW THE SAME PATH AS THE WATER TANK TRACT'S NORTH LINE AND SHARE THE SAME POINT OF BEGINNING.

Beginning at a point on the line between the North half (N ½) and the South half (S ½) of Section 29, Township 6 North, Range 1 West, Hinds County, Mississippi; run thence North 89° 34' West, 203.6 feet (called) (North 80° 20' 25.0" West - 205.50' measured) along the line between the North half (N ½) and the South half (S ½) 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 North 89° 34' West 38.4 feet (called) (North 80° 20' 25.0" West - 38.46 feet measured) along the North line of a 0.242 acre, more or less, tract owned by the City of Clinton, Mississippi and is where an existing water tank is located for a distance of 38.46 feet to the Northwest corner of said water tank tract; thence run North 25° 56' 45.7" West running parallel to an existing asphalt drive for a distance of 66.51 feet to the center of an existing asphalt road known as Fairmont Street (or Avenue); thence run North 26° 51' 53.9" East along the center of said street for a distance of 39.15 feet to a point; thence run South 25° 59' 15.3" East for a distance of 112.57 feet to the North line of said City of Clinton water tank tract and the **POINT OF BEGINNING** and being subject to any rights-of-way, servitudes or easements of record or use and also as per Plat of survey by David M. Dumas, P.L.S. dated June 9, 1998 which is attached hereto and made a part hereof.


David M. Dumas, P.L.S.
Professional Land Surveyor No. LS2385
June 9, 1998



760

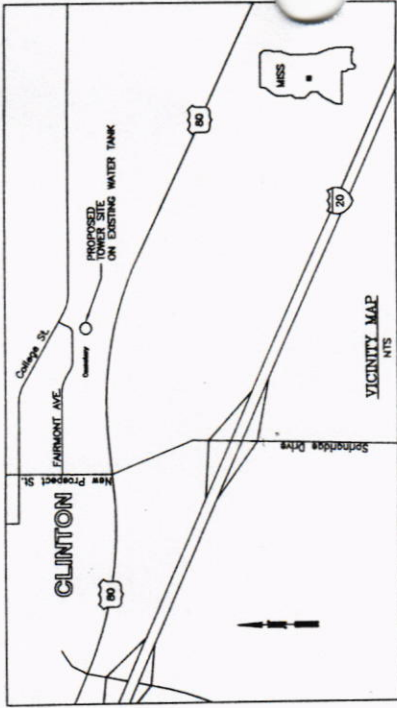
EXHIBIT NO. B



The Service of the Century

PROPOSED CLINTON TOWER SITE
SITUATED ON LAND OWNED BY
CITY OF CLINTON
CLINTON, MISSISSIPPI

PROJECT NO. M270-X9803



ACCESS EASEMENT
LINE TABLE

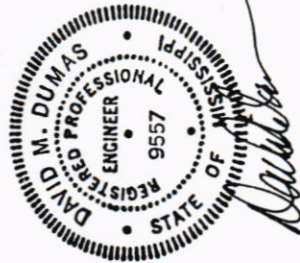
NUMBER	SECTION	DISTANCE
1	N 80°20'00" W	38.40'
2	N 20°00'00" E	64.31'
3	N 20°00'00" E	36.15'
4	S 25°00'00" E	112.57'

TOWER SITE
LINE TABLE

NUMBER	SECTION	DISTANCE
T1	S 31°42' E	41.87'
T2	S 21°00'00" E	117.63'
T3	N 80°00'00" W	122.52'
T4	S 80°00'00" W	105.19'
T5	S 80°00'00" W	141.19'
T6	S 80°00'00" W	141.32'
T7	S 80°00'00" W	141.32'
T8	S 80°00'00" W	141.32'
T9	S 80°00'00" W	141.32'
T10	S 80°00'00" W	141.32'
T11	S 80°00'00" W	141.32'
T12	S 80°00'00" W	141.32'
T13	S 80°00'00" W	141.32'
T14	S 80°00'00" W	141.32'
T15	S 80°00'00" W	141.32'
T16	S 80°00'00" W	141.32'
T17	S 80°00'00" W	141.32'
T18	S 80°00'00" W	141.32'
T19	S 80°00'00" W	141.32'
T20	S 80°00'00" W	141.32'

LEGEND

- Corner Found (Size And Type As Shown)
- Corner Set (5/8" Rebar Unless Noted Otherwise)
- Power Pole
- Power Line
- Telephone Pedestal
- Gay Wire
- Edict Sign
- Edict 1/2" Line
- Edict Fence Line
- Conc. Highway 1/2" Marker
- Telephone Line
- Existing Tree
- New Contour Line
- New Direct Buried Power
- New Buried Telephone Cable



NOTE: ALL AREAS DISTURBED BY
CONSTRUCTION SHALL RECEIVE SEEDING
AND MULCH AT THE FOLLOWING RATES:
SEED = 30 LBS PER ACRE
MULCH = 1.5 TONS PER ACRE



Scale 1" = 20 ft

Notes:

- Utility Warning - Above ground and underground utilities have been located where possible by survey made in the field. The surveyor makes no guarantee that the underground utilities, if in any, shown hereon comprise all such utilities that may exist in the area. Further, the surveyor does not warrant that the location of underground utilities shown hereon are in the exact location as shown on the information available. The surveyor has not physically located all of the underground utilities.
- CONTRACTOR MUST CONTACT UTILITIES OR ONE CALL SERVICE BEFORE DIGGING.
- Finished floor elevations for buildings were determined by a recommended elevation only. No flood maps have been consulted. The contractor shall verify any required minimum floor elevations set by the governing authority (FEMA, etc.).
- Bearings and horizontal coordinates shown hereon are based on a survey made by the City of Clinton, Mississippi, using GPS surveying methods. Bearings are grid bearings based upon Mississippi State Plane Coordinates. Elevations shown hereon are based on NAVD83 datum.
- Contours shown hereon are based upon a random collection of data over the site and should be considered approximate.
- Contours are for general information only.
- A topographic survey was performed on the lands shown on this plot. No boundary survey was performed. Therefore, the lines were located to establish the limits of occupation of the City of Clinton Water Tank property.

NORTH 1/2 SEC. 29,
T8N-R1W, HINDS COUNTY, MS

NOTE: THE COMMENCEMENT POINT IN THE PROPERTY DESCRIPTION BOOK 1572, P. 254 RECORDS OF THE CHANCERY CLERK OF HINDS COUNTY, MS, WAS NOT ACCURATELY DESCRIBED. THE CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 29, T8N-R1W, HINDS COUNTY, MS, WHICH MAY OR MAY NOT BE THE SAME INTENDED COMMENCEMENT POINT.

P.O.B.
TOWER SITE &
ACCESS EASEMENT

SOUTH 1/2 SEC. 29,
T8N-R1W, HINDS COUNTY, MS

Proposed Antenna Mounted On Water Tank
Water Tank Center:
Latitude 32°20'04.0" N MAG 83
Longitude 90°18'04.7" W MAG 83
Existing Top of Conc. Water Tank Foundation: 371.65 NAVD 88
Existing Top of Water Tank: 486.65 NAVD 88
Tower Height: 115.00'

Tower Site
Area = 0.242 Acres
More Or Less

Proposed Direct/
Buried/OLH Power
Line

Proposed Buried Telephone
Line

WARNING: POSSIBLE BURIED TELEPHONE CABLE
MAY EXIST IN THIS AREA. INVESTIGATION
PRIOR TO CONSTRUCTION.



The Service of the Century

PROPOSED CLINTON TOWER SITE
SITUATED ON LAND OWNED BY
THE CITY OF CLINTON, MS
CLINTON, MISSISSIPPI
PROJECT NO. M270-X9803

PROPOSED
TELEPHONE
PEDESTAL

PROPOSED METAL FRAME
TO BE SET IN CONCRETE
FOR BREAKER & METER

(1)-4" PVC
W/PULL STRING
FOR TELCO

(2)-2 1/2"
PVC W/PULL
STRINGS

PROPOSED PAD
PROPANE TANK
(3'x8')

PROPANE
GENERATOR PAD
(3'x7'x4 1/4')

STOOP
(4'x10')

FIBREBOND
SHELTER
(11'x16')

20' WAVEGUIDE
BRIDGE

Classer Block Building

NOTE: DETAILS ON THIS SHEET SUPPLIED BY
AND DRAWN AT THE REQUEST OF CENTURY
CELLUNET. NO DESIGN FURNISHED.

CLINTON TOWER SITE
COMPOUND SITE PLAN
PROPOSED TOWER SITE LEASE
BY CENTURY CELLUNET INC.,
FROM THE CITY OF CLINTON
CLINTON, MISSISSIPPI

Dumas & Associates, Inc.

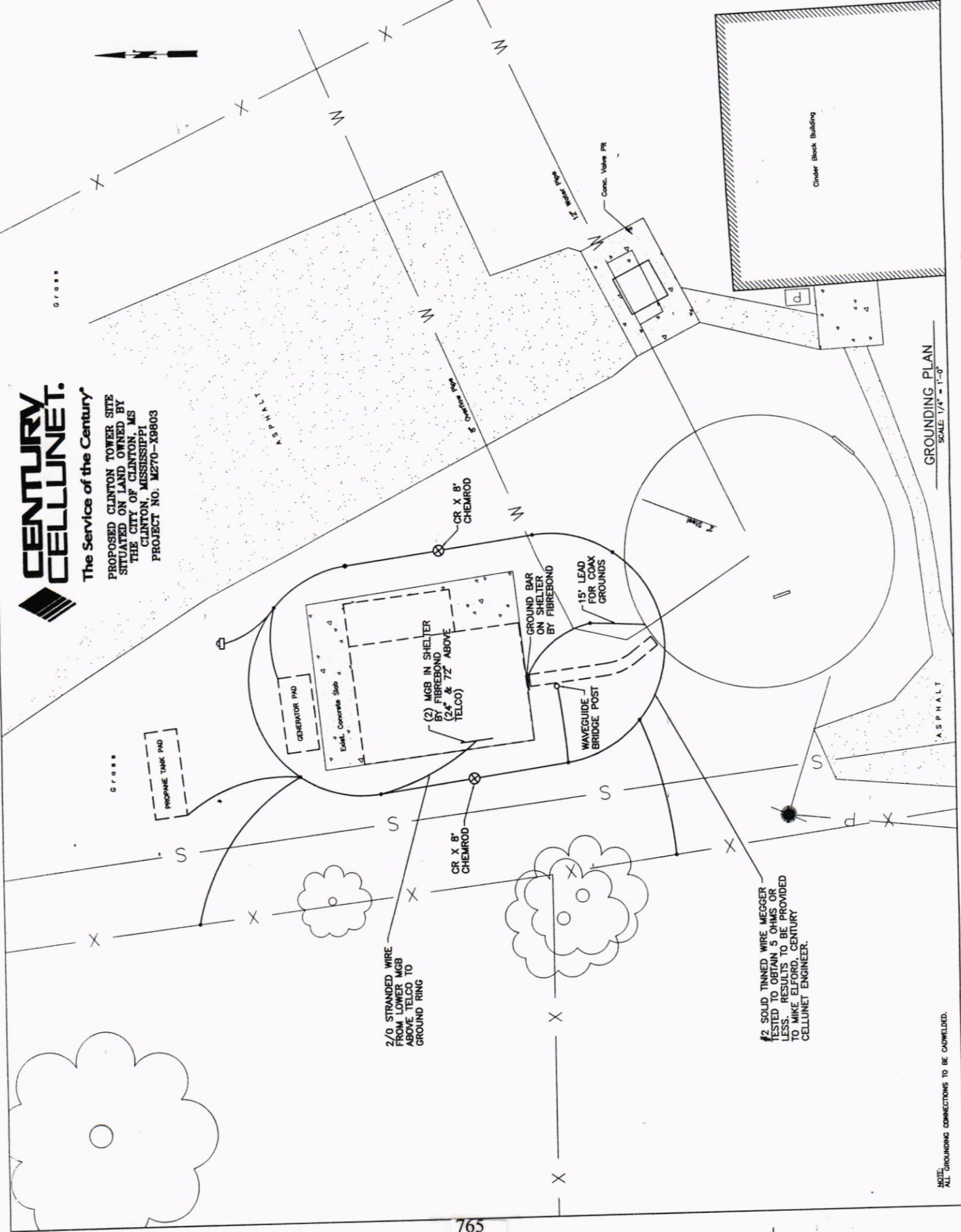
Professional Land Surveyors
Consulting Engineers
East Memphis, Tennessee 38117

DESIGNED	DM	CHECKED	DM	DATE	June 9, 1998
DRAWN	DM	CHECKED	DM	DATE	June 9, 1998
APPROVED	DM	CHECKED	DM	DATE	June 9, 1998
JOB NO.	9803-111	SCALE	As Shown		

COMPOUND SITE PLAN
SCALE: 1/4" = 1'-0"



The Service of the Century
PROPOSED CLINTON TOWER SITE
SITUATED ON LAND OWNED BY
THE CITY OF CLINTON, MS
CLINTON, MISSISSIPPI
PROJECT NO. M270-X9803



NOTE: DETAILS ON THIS SHEET SUPPLIED BY
AND DRAWN AT THE REQUEST OF CENTURY
CELLUNET. NO DESIGN FURNISHED.

CLINTON TOWER SITE

GROUNDING PLAN
PROPOSED TOWER SITE LEASE
BY CENTURY CELLUNET INC.,
FROM THE CITY OF CLINTON
CLINTON, MISSISSIPPI

Dumas & Associates, Inc.

Consulting Engineers, Land Surveyors

11801

11801

11801

11801

11801

11801

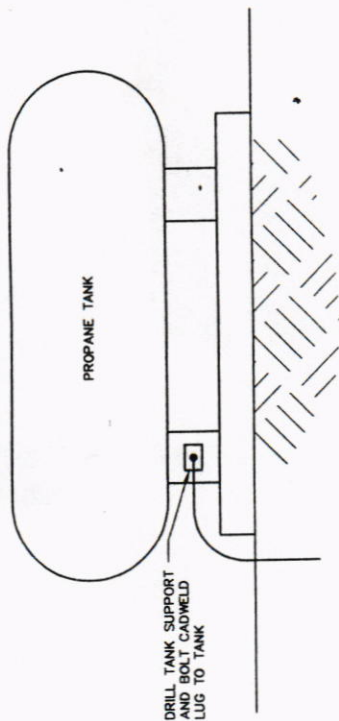
11801

GROUNDING PLAN
SCALE: 1/2" = 1'-0"

NOTE:
ALL GROUNDING CONNECTIONS TO BE CROWDED.

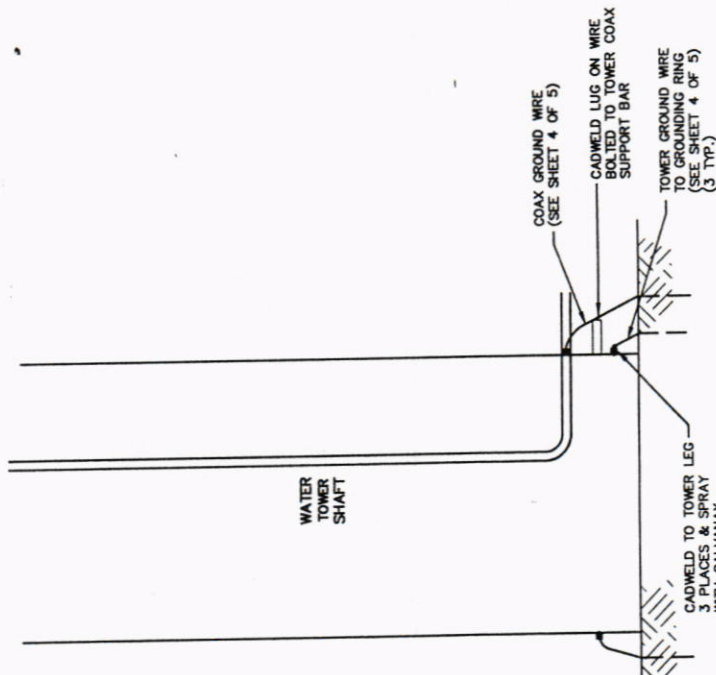


The Service of the Century[®]
PROPOSED CLINTON TOWER SITE
SITUATED ON LAND OWNED BY
THE CITY OF CLINTON, MS
CLINTON, MISSISSIPPI
PROJECT NO. M270-X9803



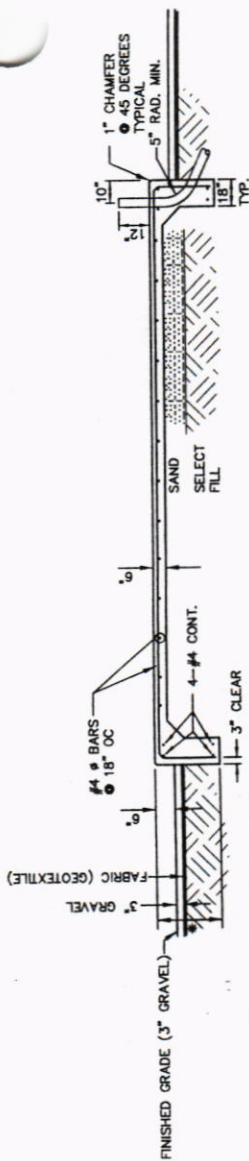
PROpane TANK GROUNDING DETAIL

SCALE: NONE



TOWER GROUNDING DETAIL

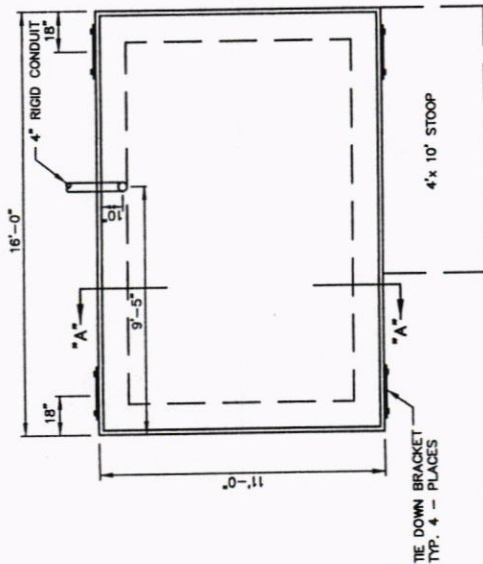
SCALE: NONE



SECTION "A-A"

SCALE: NONE

* = MINIMUM DEPTH 30" OR AS
REQUIRED BY LOCAL PROST. CODE
AND/OR SOIL BEARING CAPACITY



11'-0" X 16'-0" EQUIPMENT SHELTER FOUNDATION PLAN

SCALE: NONE

NOTE: FOR BUILDING DETAILS SEE PLANS PROVIDED
BY "FIBREBOND".

CLINTON TOWER SITE

MISCELLANEOUS DETAILS
PROPOSED TOWER SITE LEASE
BY CENTURY CELLUNET INC.,
FROM THE CITY OF CLINTON,
CLINTON, MISSISSIPPI

Dumas & Associates, Inc.

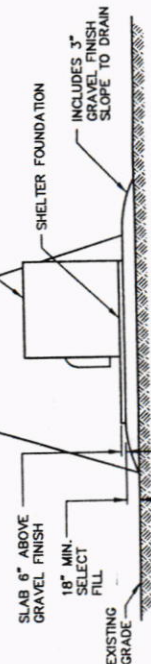
Consulting Engineers and Surveyors
1000 Highway 71, Suite 101
West Memphis, Tennessee 38151

DESIGNED	END	CHECKED	END	DATE	10/1/88
DRAWN	END	CHECKED	END	DATE	10/1/88
APPROVED	END	CHECKED	END	DATE	10/1/88
JOB NO.	9803-01E	SCALE	As Shown		

NOTE: DETAILS ON THIS SHEET SUPPLIED BY
AND DRAWN AT THE REQUEST OF
CENTURY CELLUNET. NO DESIGN FURNISHED.

SOUTHEAST ELEVATION

SCALE: NONE



CDBG 1998
HOBBY FARMS & CLINTON-RAYMOND ROAD SEWER LINES

Proposals Submitted - September 1, 1998

ADMINISTRATOR	LEGAL	APPRAISAL	ENGINEER
Sample & Associates, Inc.	Pyle, Dreher, Mills, & Dye, P.A.	Horton Land Company	Southern Consultants, Inc.
		Taylor Appraisal Services	ABMB Engineers, Inc.
		Clark Appraisal Services	Allen & Hoshall
			Alford Engineering
			Southeast Engineering Group, Inc.
			Neel-Schaffer, Inc.
			Michael Baker Jr., Inc.
			Williford, Gearhart & Knight, Inc.

LEGAL NOTICE
CITY OF CLINTON, MISSISSIPPI
REQUEST FOR PROPOSALS

This is a Request for Proposals for qualified firms or individuals to provide Administrative, Legal, Appraisal, and Engineering Services for the City of Clinton's CDBG Grant to construct sanitary sewer lines in the Hobby Farms and Clinton/Raymond Road areas.

You are invited to submit a proposal, in accordance with this request to the City Clerk, City of Clinton, Post Office Box 156, Clinton, Mississippi 39060, no later than 5:00 p.m. local time on Tuesday, September 1, 1998.

The contracts will be awarded to the responsible offerors whose proposal is within the competitive range and determined to be the most advantageous to the City, price and other factors considered. The factors to be considered in evaluation of proposals and their relative importance are set forth below:

ADMINISTRATOR: The Administrator shall prepare all the necessary administrative services to properly carry-out all activities in the Community Development Block Grant project through closeout, in accordance with State and HUD prescribed rules, Federal Regulations, policies and State law. The project includes the following activities: Assist the City and its agents in the general program management including accounting, required reports to HUD and the State, implementation of applicable State and Federal laws, regulations, and requirements, establishment and maintenance of filing system; and liaison between the City and the State. The contract will be on a lump sum basis.

LEGAL: Consultation services as required for the implementation of the proposed improvements in accordance with State and HUD prescribed rules, Federal Regulations, policies and State law. Legal services shall include but not be limited to consultation services, the evaluation of all contracts and land acquisition, etc. The contract will be on an hourly basis.

APPRAISAL: Consultation services shall include examination of property records to any easements, rights-of-way, or other land purchases in regards to this CDBG project. Knowledge of federal land procurement is a necessity. An Appraiser, as well as a Review Appraiser will be selected. The firm receiving the highest point total will be selected as Appraiser with the firm receiving the second highest points to be selected as Review Appraiser. The Appraiser and Review Appraiser selected will be subject to negotiation of fair and reasonable compensation prior to award of contract.

ENGINEER: The Contractor shall perform all the necessary engineering services to properly carry-out the activities in the project in accordance with State and HUD prescribed rules, regulations, policies, and State law. The Project includes the following activities:

- Prepare plans and specifications for project.
- Construct and distribute bid packets (insuring that all Federal and State requirements are met in contract preparation).
- Assist in bid opening and prepare bid tabulation.
- Request contractor eligibility clearance from the State.
- Send notification of contract award to the State.
- Conduct pre-construction conference with contractor and staff representatives, documenting files with minutes of meeting.
- Conduct employee on-site interviews during construction.
- Conduct work-in-progress inspections giving periodic reports to the City and approving any and all partial payment requests.

The contract will be on a fixed price basis.

Those desiring consideration should submit proposals by the time and date stated above and must include the following:

- Qualifications - List of qualifications of each staff person to be assigned to project.
- Experience - Information regarding the experience of the firm. This should include types of projects undertaken.
- Capacity for Performance - Identify the title of staff available to be assigned to provide services.

All proposals will be rated on the following system to determine the best offeror:
Description and maximum points: Qualifications - 40; Experience - 40; Capacity - 20; Total 100 points.

Proposals will be reviewed by the selection committee using the above selection criteria. A written contract will be awarded to the firm whose proposal is within the competitive range and determined by the committee to be the most advantageous to the City, price and other factors considered. The contract will include scope and extent of work and other essential requirements.

The City of Clinton reserves the right to reject any and all proposals.

August 13, 1998

Proof of Publication

State of Mississippi

Hinds County

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

Shirley Mize

an authorized clerk of THE CLARION-LEDGER, a daily newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Dates of Publication:

Lines: 204
Words: 711
Issues: 1
Total: \$94.32

Thursday, August 13, 1998

Signed

Shirley Mize

Authorized Clerk
of The Clarion-Ledger

Marie Mills

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 8, 2000.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(SEAL)

12

CERTIFICATE OF THE BOARD
AUTHORIZING TRANSACTIONS
WITH TRUSTMARK NATIONAL BANK

I, Nelson Byrd, the undersigned Clerk of the Board of Aldermen (hereafter the "Board") under the laws of the State of Mississippi do hereby certify that at a meeting of the Board of the City of Clinton (hereafter the "Governmental Unit"), duly held on the 15 day of September, 1998, at which a quorum was present and acting throughout, the following resolution was duly adopted and is still in full force and effect:

Resolved that the person(s) listed below are authorized for and on behalf of the City of Clinton (the Governmental Unit"), to establish and maintain one or more accounts with Trustmark National Bank or its affiliates for the purpose of buying and selling securities issued by the U.S. Government or its agencies, including repurchase transactions involving the aforementioned U.S. Government securities or such other securities as shall be authorized by the laws of the State of Mississippi for investment by the Governmental Unit.

Resolved further that the below person(s) are authorized to do all things necessary or appropriate in connection therewith and that said authority of the below listed person(s) to continue until written notice of revocation of the same has been received and accepted by Trustmark National Bank, said person(s) being:

<u>Rosemary Aultman</u>	Title: Mayor
<u>Nelson Byrd</u>	Title: City Clerk
<u>Wayne Derrick</u>	Title: Financial Manager
<u>Patricia Bedells</u>	Title: City Accountant

So certified under my hand and sealed by the seal of the Governmental Unit, this the 15 day of September, 1998.

Nelson Byrd
Name: Nelson Byrd
Title: City Clerk

(SEAL)

F:\OFFICE\WPWIN\DATA\SWBDINVEST.WPD

RESOLUTION

WHEREAS, on October 16, 1990, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to enact legislation to authorize the City of Clinton to establish the payment of one (1) additional payment per year from the monies accumulated in the Clinton Police and Fire Disability and Relief Fund to be paid directly to retired members of said fund, or the beneficiaries thereof, who on December 1 of each year are receiving a retirement allowance under Section 21-29-139 of the Mississippi Code of 1972. The amount shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half percent (2 1/2%) of the annual retirement allowance, for each full fiscal year that the retired member or beneficiary has actually drawn retirement payments from the date of retirement or the passage of this Act, whichever is the later date; and

WHEREAS, the Legislature approved such request in the form of House Bill No. 1542, approved by the Governor on April 9, 1991, authorizing the governing authorities of the City of Clinton to establish the payment of an additional payment each year to retired members of the Clinton Police and Fire Disability and Relief Fund based on the change in the consumer price index; to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, on March 4, 1997, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to set the maximum amount of additional benefit payment (COLA) to retirees of the Police and Fire Disability and Relief Fund at a maximum of ten percent (10%) of the recipients' annual retirement allowance.

WHEREAS, the Legislature approved such request in the form of House Bill No. 1919, approved by the Governor on April 10, 1997, setting the maximum of additional benefit payment (COLA) to retirees of the Police and Fire Disability and Relief Fund at a maximum of ten percent (10%) of the recipients' annual retirement allowance to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, the governing authorities wish to establish the additional payments authorized in House Bill No. 1542, as limited by House Bill No. 1919 and request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payments.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the City is hereby authorized to establish the payment of one (1) additional payment each year from monies accumulated in the Clinton Police and Fire Disability and Relief Fund to retired members of such disability and relief fund or beneficiaries thereof who on December 1 of each year are receiving a retirement allowance under Section 21-29-139, Mississippi Code of 1972. The amount of such payment shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half (2 1/2%) of the annual retirement allowance for each full fiscal year after June 30, 1990, that the retired member or beneficiary has actually drawn retirement payments from the date of retirement and further limited to a maximum of ten percent (10%) of the annual retirement allowance for any year.

BE IT FURTHER RESOLVED that the governing authorities of the City of Clinton hereby request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the persons authorized and entitled to receive the payments in accordance with House Bill No. 1542 and House Bill No. 1919.

Alderman BRANTLEY moved that the foregoing Resolution be adopted. Alderman TOUCHTON seconded. The vote was as follows:

Alderman Brabham:	<u>AYE</u>
Alderman Hisaw:	<u>AYE</u>
Alderman DePriest:	<u>AYE</u>
Alderman Brantley:	<u>AYE</u>
Alderman Fisher:	<u>AYE</u>

Alderman Touchton: AYE

Alderman Lott: ABSENT

APPROVED on the 15TH day of SEPTEMBER, 1998.

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

RETIREMENT.RES
10/7/97-MMH

Clinton Police Department

305 Monroe St., Clinton, Mississippi 39056, (601) 924-5252

DON BYINGTON, CHIEF

13

August 25, 1998

Mr. Frank Ready
Executive Director
Public Employee's Retirement System of Mississippi
429 Mississippi Street
Jackson, MS 39201

Re: 13th Check to Service Retirees

Dear Mr. Ready,

The Advisory Board of the Clinton Fire and Police Disability and Relief System held a meeting on 25 August 1998. The Board passed a resolution in support of the payment of a 13th check to retirees who have received benefits for at least one full fiscal year.

If you have any questions you may contact me at the Clinton Police Department at 924-5252.

Sincerely,

Benneth R. Edwards
Captain Ken Edwards
Secretary

cc: Mayor Rosemary Aultman
City Clerk Nelson Byrd
Chief of Police Don Byington

KE/psw

73