

**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 5, 1995 - 7 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Regular Meeting on Tuesday, September 5, 1995, 7 P.M., at the 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 DePriest followed by the Pledge of Allegiance to the Flag led by Alderman Todd.

ROLL CALL - City Clerk Nelson Byrd

Present - Jehu Brabham - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Rodney DePriest - Alderman Ward 2
Ben Todd - Alderman Ward 3
Phil Fisher - Alderman Ward 4
Herb Touchton - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Rosemary Aultman - Presiding

Acting Attorney Carolyn Mills (in the absence of
City Attorney Ken Dreher)
City Clerk Nelson Byrd

PROCLAMATION PRESENTED DECLARING MISSISSIPPI COLLEGE/CITY OF CLINTON PARTNERSHIP DAY

Mayor Aultman read a proclamation issued by the City of Clinton declaring September 9, 1995, as Mississippi College/City of Clinton Partnership Day. Copy of said proclamation may be found in the permanent records of the City of Clinton.

APPROVAL OF CONSENT AGENDA ITEMS A-JJ:

MOTION made by Alderman Fisher and **SECONDED** by Alderman Todd to approve Consent Agenda Items A-JJ as listed on page 29-30 of this Minute Book X. Quotes listed in items H, U, and V are on file in the Office of the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

PUBLIC HEARING - BUDGET AND MILLAGE FOR 1995-1996

As shown by proof of publication found on page 32 of this Minute Book X that a public hearing would be held on September 5, 1995, notifying the public of the proposed 1995-96 budget and tax increase, Mayor Aultman called said public hearing to order at 7:08 p.m. Mayor Aultman thoroughly presented the proposed budget detailing the need for a 2.97 mill increase from 29.65 to 32.62 mills, and at 8 p.m. opened the floor for question and comment. Following questions/comments from Dorothy Williams, 103 San Carlos; Clinton Brantley, 1617 Tanglewood; Mack Shannon, 103 Abbey Oak; David Wheat, 104 Green Wing Cove; David Bush, 97 Cotton Acres; Frank Atkins, 307 Parker; Hunk Walker, 108 Cotton Acres; and Sue Evelyn, 103 Spanish Court, said public hearing was closed at 8:30 p.m. Actual budget will be adopted at the Recessed Meeting of the Mayor and Board of Aldermen on September 15, 1995, 7:30 a.m., in the City Hall Conference Room. **NO BOARD ACTION.**

PUBLIC HEARING - UNKEPT LOTS

Noting that the following property owners had been properly notified regarding the necessity to clean their properties and said properties were cleaned to the satisfaction of the Assistant Public Works Director, **NO BOARD ACTION** was required for the following properties: (1) Dr. Hollis Todd - 126 Fairmont Street; (2) DGNB,

Eddie Rosamond Realty - 316 Avondale Drive; and (3) Ed McDonald - Easthaven Subdivision.

It was noted that at the 8-1-95 meeting of the Board of Aldermen the property on Lindale Street owned by Deborah Reed was reported as possibly having changed ownership, and Ms. Reed was to send copies of said transfer documents to the Public Works Department. To date no documentation has been received, and therefore **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to adopt the resolution found on pages 33-35 of this Minute Book X authorizing the Public Works Department to clean parcels #2862-175-114 and 2862-175-304. **MOTION CARRIED UNANIMOUSLY.**

NO BOARD ACTION was taken on the property at 1741 Clinton Raymond Road owned by Bill Parkman because the certified letter notifying Mr. Parkman of said public hearing was returned unopened to the City. The Public Works Department was directed to re-notify Mr. Parkman.

Alderman Fisher presented a video recording of the property on Highway 80/Lakeview (parcel 2861-93 - Delma Pennington Jacks) showing the dilapidated and overgrown condition and requested the City to require the property owner to cut the entire lot including the areas behind the building where rats and rodents are breeding and check legal procedures as to what can be done to clean up the building itself. Prior to any Board action being taken Mr. McRaney volunteered to clean the lot this week and requested 90 days to tear the building down himself. The Board agreed to allow Mr. McRaney 90 days as requested. The Clerk was asked to let the record reflect that Mr. Morris Williams was not present to represent Delma Pennington Jacks, nor did anyone respond when the Jacks family name was called. **NO BOARD ACTION** required at this time.

TAX INCREMENT FINANCING ARRANGEMENTS FOR UNITED ARTIST PROJECT

As shown by proof of publication found on page 36 of this Minute Book X that a public hearing would be held for the purpose of discussing the Tax Increment Financing Redevelopment Plan of 1995 and to designate said redevelopment area, said public hearing was opened with Jimmy Gouras explaining said project. A copy of a letter from the City of Clinton Planning and Zoning Board may be found on pages 37-38 of this Minute Book X confirming that said redevelopment plan does substantially conform to the overall comprehensive plan for the City. A copy of the redevelopment plan itself is on file in the Office of the City Clerk for review. The floor was opened for public comment at 9 p.m. and receiving no question or comment, the Board proceeded with the following necessary resolutions.

MOTION made by Alderman Touchton and **SECONDED** by Alderman Todd to approve the resolution found on pages 39-41 of this Minute Book X approving the adoption and implementation of the Tax Increment Financing Redevelopment Plan of 1995 as presented. **MOTION CARRIED UNANIMOUSLY.**

MOTION made by Alderman Brabham and **SECONDED** by Alderman Fisher to approve the resolution found on pages 42-44 of this Minute Book X regarding receipt of the TIF Plan for the United Artist Project and setting the necessary public hearing for October 3, 1995, 7 p.m., in the Municipal Courtroom. **MOTION CARRIED UNANIMOUSLY.**

MOTION made by Alderman Touchton and **SECONDED** by Alderman DePriest authorizing Mayor Aultman to execute the Interlocal Agreement as found on pages 45-50 of this Minute Book X between the City of Clinton and the Hinds County Board of Supervisors for the United Artist TIF Plan upon approval by Bond Counsel and City Attorney. **MOTION CARRIED UNANIMOUSLY.**

AUTHORIZATION FOR SIGNS FOR TACO BELL

MOTION made by Alderman Touchton and **SECONDED** by Alderman Todd to

accept the recommendation of the City of Clinton Planning and Zoning Board to grant the requested dimensional variance and approve two 35' signs, one facing I-20 and one facing Springridge Road. MOTION CARRIED UNANIMOUSLY.

APPROVAL OF SITE PLAN FOR PARISH HALL - HOLY ORTHODOX CHURCH

Acting upon the recommendation of the City of Clinton Planning and Zoning Board, MOTION made by Alderman Brabham and SECONDED by Alderman Fisher to approve the preliminary site plan of Phase I of Parish Hall for the Holy Resurrection Orthodox Church on College Street. MOTION CARRIED UNANIMOUSLY.

MCNAIR APPOINTED TO P&R ADVISORY BOARD

Due to the resignation of Dr. Brian Crabtree, MOTION made by Alderman Fisher and SECONDED by Alderman Todd to appoint Mildred McNair to serve effective immediately the remainder of Brian Crabtree's appointment on the City of Clinton Parks and Recreation Advisory Board. MOTION CARRIED UNANIMOUSLY.

SONES APPOINTED ARCHITECT FOR NEW FIRE STATION

MOTION made by Alderman Fisher and SECONDED by Alderman DePriest to accept the recommendation of the Fire Station Architect Committee and approve Larry Sones as the architect for the proposed fire station. ROLL CALL VOTE: Alderman Lott - "aye", Alderman Touchton - "nay", Alderman Fisher - "aye", Alderman Todd - "nay", Alderman DePriest - "aye", Alderman Ferrell - "nay", Alderman Brabham - "aye". MOTION CARRIED 4-3.

AUTHORIZATION FOR EMERGENCY REPAIR OF WATER WELL AT OLD VICKSBURG/PINEHURST

MOTION made by Alderman Touchton and SECONDED by Alderman Ferrell to approve the approximate \$9,000.00 fee of Layne Central to repair the water well at the corner of Old Vicksburg and Pinehurst Street. MOTION CARRIED UNANIMOUSLY.

GARBAGE COLLECTION/RECYCLING CONTRACT APPROVED WITH JACKSON DISPOSAL

MOTION made by Alderman Brabham and SECONDED by Alderman Fisher to approve the contract found on pages 51-91 of this Minute Book X between the City of Clinton and Jackson Disposal Service, Inc., for garbage/recycling services for a three year period with an option for an additional 3 years. MOTION CARRIED UNANIMOUSLY.

ADJOURNMENT - 9:45 P.M.

There being no further business to discuss, MOTION made by Alderman Todd and SECONDED by Alderman Fisher to Recess until September 15, 1995, 7:30 a.m. in the City Hall Conference Room to adopt the budget. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Pages 29-31 of this Minute Book X.

APPROVED:

Rosemary G. Aultman
Rosemary Aultman, Mayor

September 12, 1995
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

September 12, 1995
Date

SEAL

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at LINDALE ST. - PARCELS #2862-175-114 & 2862-175-304, Clinton, Mississippi, and after full consideration of the matter, Alderman BRABHAM offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT LINDALE ST. PARCELS 2862-175-114 & 2862-175-304, CLINTON, MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY §21-19-11, MISSISSIPPI CODE OF 1972, AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at LINDALE ST. - PARCELS 2862-175-114 & 2862-175-304, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanliness; and

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

WHEREAS, a public hearing was held at 7:00 p.m., SEPT. 5, 1995, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, said public hearing was conducted; and

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

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

1. It is hereby adjudicated that the property located at LINDALE ST. - PARCELS
2862-175-114 & 2862-175-304, Clinton, Mississippi, in its present condition constitutes a menace to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.
3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

Alderman FISHER seconded the motion to adopt the foregoing

and the roll call vote was as follows:

Alderman Jehu W. Brabham	voted: <u>AYE</u>
Alderman O. C. George Ferrell	voted: <u>AYE</u>
Alderman Rodney W. DePriest	voted: <u>AYE</u>
Alderman Ben L. Todd	voted: <u>AYE</u>
Alderman Phil Fisher	voted: <u>AYE</u>
Alderman Herb Touchton	voted: <u>AYE</u>
Alderman Sharbert K. Lott	voted: <u>AYE</u>

The motion having received the affirmative vote of the majority of all of the members of the Board present, the Mayor declared the motion carried and the Resolution adopted on this the 5TH day of SEPTEMBER, 1995.

THE MAYOR AND ALDERMEN OF THE
CITY OF CLINTON, MISSISSIPPI

By: Rosemary D. Aultman
MAYOR ROSEMARY AULTMAN

By: _____
ALDERMAN JEHU W. BRABHAM

By: _____
ALDERMAN O. C. GEORGE FERRELL

By: _____
ALDERMAN RODNEY W. DePRIEST

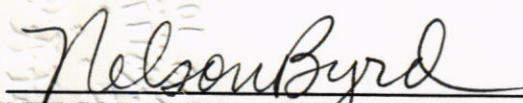
By: _____
ALDERMAN BEN L. TODD

By: _____
ALDERMAN PHIL FISHER

By: _____
ALDERMAN HERB TOUCHTON

By: _____
ALDERMAN SHARBERT K. LOTT

ATTEST:



NELSON BYRD, CITY CLERK

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PASTE AD HERE

**NOTICE OF
PUBLIC HEARING
TAX INCREMENT
FINANCING
REDEVELOPMENT PLAN
OF 1995**

Notice is hereby given that a public hearing will be held on Tuesday, September 5, 1995, at 7:00 P.M., in the regular meeting place of the governing body of the City of Clinton at the Municipal Building and Police Department, Clinton, Mississippi, on the Tax Increment Financing Redevelopment Plan of 1995, City of Clinton, Mississippi, and on whether to designate redevelopment area covered by the Redevelopment Plan as appropriate for redevelopment; said redevelopment area will consist of all the land within the City of Clinton as of September, 1995.

The general scope of the Tax Increment Financing Redevelopment Plan of 1995 is outlined as follows: The Redevelopment Plan is to be implemented by the City of Clinton. The techniques to be used to meet the objectives of the Redevelopment Plan include: (a) rehabilitation of structures; (b) acquisition of real property within the Redevelopment Area; (c) demolition and removal of buildings; (d) construction or improvements on vacant or cleared lands; (e) redevelopment; (f) consolidation of lots; (g) elimination of environmental deficiencies and blighting influences (including physical conditions, ownership patterns and non-conforming land uses which prevent or restrict development within the Redevelopment Area in accordance with the Redevelopment Plan); (h) construction of off-street parking facilities; and (i) encouragement of rehabilitation and redevelopment by private enterprise, including the making of loans from the proceeds of revenue bonds or notes to finance repair and rehabilitation of buildings or other improvements, acquisition of real property, demolition and removal of buildings and improvements, and construction of improvements in the Redevelopment Plan includes restrictions with respect to land uses, maximum densities, building requirements, off-street parking, and loading or unloading space.

August 17, 24, 31, 1995

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

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

Shirley Waits,

an authorized clerk of THE CLINTON NEWS, a weekly newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of 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:

Date August 17, 19 95

Date August 24, 19 95

Date August 31, 19 95

Date _____, 19 _____

Date _____, 19 _____

Number of Lines 75/293

Published 3 Times

Total \$ 55.74

Signed Shirley Waits
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 31 day of
August 19 95.

Marie Mills
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 8, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(Seal)

NOTICE OF TAX AND BUDGET INCREASE

The City of Clinton, Mississippi has proposed to increase its property tax revenue on all classes of property described in Section 112, Mississippi Constitution of 1890, by 10% and to increase its total budget by 11.6%.

All citizens are invited to attend a public hearing on the tax increase and budget to be held at 7:00 p.m., Tuesday, September 5, 1995 in the Municipal Courtroom of the Clinton Police Facility, 305 Monroe Street, Clinton, Mississippi.

A final decision on the proposed tax increase will be made at 7:30 a.m., Friday, September 15, 1995 in a public hearing to be held in the Conference Room located in the Clinton City Hall, 300 Jefferson Street, Clinton, Mississippi.

William F. Campbell
Architect
1309 Canterbury Lane
Clinton, Mississippi 39056
(601) 924 - 0033

August 25, 1995

Mrs. Rose Mary Aultman, Mayor
and the
Board of Alderman
City of Clinton
Post Office Box 156
Clinton, Mississippi 39056

Re: Tax Increment Financing
Redevelopment Plan
for the
City of Clinton, Mississippi

Dear City Officials:

As you are aware, the Planning & Zoning Commission for the City of Clinton met on Tuesday, August 22, 1995 with Mr. Chris Gouras, Project Manager with Jimmy G. Gouras, Urban Planning Consultants, Inc. and reviewed the "Tax Increment Financing Redevelopment Plan" developed by Mr. Gouras's firm for the City of Clinton, Mississippi.

The purpose of this letter is to inform you and the other City Officials the Planning & Zoning Commission has reviewed the Redevelopment Plan of September, 1995, City of Clinton, Mississippi, for its conformity to the "Overall Comprehensive Plan" for the City of Clinton. After lengthy discussion by all members present, it was determined that the Redevelopment Plan does substantially conform to the "Overall Comprehensive Plan" for the City of Clinton, Mississippi.

Upon further discussions by all parties, it was determined that I should notify you and the Board of Alderman, in writing, of the Planning & Zoning Commission's actions of the August 22, 1995, meeting. Therefore, please let this letter serve this purpose.

Mrs. Rose Mary Aultman, Mayor ...

August 25, 1995

Page Two

Please review and advise. If I can be of any further assistance or if any questions or problems should arise, please don't hesitate to contact me. Thank you for your time and prompt attention to this matter.

Sincerely,



William F. Campbell, Architect

WFC/blc

cc: Board of Alderman (6)
Mr. Ken Dreher, City Attorney
Mr. Harold Alderman, Director of Public Works
Mr. Richard Broome, City Engineer
Mr. Julian Lowther, City Inspector
Department of Public Works
Planning & Zoning Commission Members (6)
Mr. Chris Gouras, Project Manager

The City Clerk reported that pursuant to a resolution of The Mayor and Aldermen of the City of Clinton, (the "City") calling for a public hearing to be held at 7:00 P.M. on Tuesday, September 5, 1995, with respect to "the Tax Increment Financing Redevelopment Plan of 1995", City of Clinton, Mississippi, he did cause a notice of the public hearing to be published in *The Clinton News*, a newspaper having a general circulation in the City on August 17, 24, and 31, 1995, as evidenced by proof of publication on file in the office of the Clerk. The Mayor then called the meeting to order and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comment on the the Tax Increment Financing Redevelopment Plan of 1995, City of Clinton, Mississippi. At the conclusion of the public hearing, Alderman TOUCHTON, offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF "THE TAX INCREMENT FINANCING REDEVELOPMENT PLAN OF 1995".

WHEREAS, under the power and authority granted by the Laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, The Mayor and Aldermen, (the "Governing Body") on August 15, 1995, did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO CITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH A TAX INCREMENT FINANCING REDEVELOPMENT PLAN OF 1995, AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published once a week for at least three (3) consecutive weeks in *The Clinton News*, a newspaper having a general circulation within the City, and was so published in said newspaper on August 17, 24, and 31, 1995, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk;

WHEREAS, the Notice of Public Hearing generally described the Tax Increment Financing Redevelopment Plan of 1995, City of Clinton, Mississippi, and further called for a public hearing to be held at City Hall at 7:00 P.M. on Tuesday, September 5, 1995, in order for the general public to state or present their views on the Plan;

WHEREAS, at 7:00 P.M. on Tuesday, September 5, 1995, the public hearing was held and all in attendance were given an opportunity to state or present their oral and written comments on the Tax Increment Financing Redevelopment Plan of 1995, City of Clinton, Mississippi;

WHEREAS, there were no objections to the Tax Increment Financing Redevelopment Plan of 1995, City of Clinton, Mississippi, either oral or written, and those in attendance spoke in favor of adoption and implementation of the Redevelopment Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. That the Mayor and Aldermen of the City of Clinton, Mississippi, are now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the Tax Increment Financing Redevelopment Plan of 1995, City of Clinton, Mississippi, and do hereby adopt and approve such Plan as presented.

Alderman Todd seconded the motion to adopt the foregoing resolution and after the same had been read and considered section by section and put to a roll call vote, the result was as follows:

Alderman Jehu W. Brabham	voted: <u>Aye</u>
Alderman O. C. George Ferrell	voted: <u>Aye</u>
Alderman Rodney W. DePriest	voted: <u>Aye</u>
Alderman Ben L. Todd	voted: <u>Aye</u>
Alderman Phil Fisher	voted: <u>Aye</u>
Alderman Herb Touchton	voted: <u>Aye</u>
Alderman Sharbert K. Lott	voted: <u>Aye</u>

The motion having received the affirmative vote of a majority of all of the members of the Board present, the Mayor declared the motion carried and the Resolution adopted on this the 5th day of Sept., 1995.

THE CITY OF CLINTON, MISSISSIPPI

BY: Rosemary G. Aultman
MAYOR ROSEMARY AULTMAN

ATTEST:

Nelson Byrd
NELSON BYRD, CITY CLERK

9C.

THERE CAME on for consideration by The Mayor and Aldermen of the City of Clinton, Mississippi, the matter of the Tax Increment Financing Plan (United Artists Project) and a Resolution regarding such Tax Increment Financing Plan. After a full consideration of the matter, Alderman BRABHAM offered and moved the adoption of the following Resolution:

RESOLUTION OF THE MAYOR AND ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE UNITED ARTISTS PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

WHEREAS, the Mississippi "Tax Increment Financing Act", Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects as defined therein with the use of Tax Increment Financing as set forth in detail in the Act;

WHEREAS, the City has heretofore approved the "Tax Increment Financing Redevelopment Plan of 1995", conducted a public hearing on such Redevelopment Plan as required by law on September 5, 1995, and is a qualified plan under the Act;

WHEREAS, this Governing Body has been presented with a Tax Increment Financing Plan (United Artists Project), a copy of which is attached hereto and becomes a part hereof in its entirety, the purpose of which is to provide a financing mechanism to construct various needed infrastructure improvements in connection with the United Artists Project;

WHEREAS, this Governing Body has identified various parts of the City in need of development and redevelopment and does hereby find that the United Artists Project is a project of major economic significance within the City and qualifies as a project eligible for Tax Increment Financing as set forth in the Redevelopment Plan and participation on the part of the City is necessary and would be in the public interest and in the best interests of the public health, safety, morals, and welfare of the City of Clinton, Mississippi;

WHEREAS, the property owners have requested the City to assist in the construction and development of the Project by issuing Tax Increment Financing Revenue Bonds, Notes, or other debt obligations jointly with the County in an amount not to exceed \$500,000 which obligations will be secured solely by a pledge of a portion of the ad valorem taxes generated by the construction of the United Artists Project and adjoining property, which funds will be used to pay the cost of constructing various infrastructure improvements in connection with the Project including but not limited to construction of access roads into the project site, utilities, site and drainage improvements, and landscaping in connection with the construction of the Project which Project will be located in the Southwest Quadrant of the intersection of I-20 and Springridge Road and will consist of a building of approximately 30,000 square feet for use as a movie theater.

WHEREAS, the City will exercise its authority under the Act jointly with the Board of Supervisors of Hinds County, Mississippi, pursuant to an Interlocal Cooperation Agreement in substantially the form attached hereto as authorized by Section 21-45-3 of the Act.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, AS FOLLOWS:

1. That the receipt of the Tax Increment Financing Plan (United Artists Project) is acknowledged;
2. That the Governing Body of the City does hereby acknowledge the request of the property owners of the Project to approve the Tax Increment Financing Plan and to issue Tax Increment Financing Revenue Bonds, Notes, or other debt obligations in an amount not to exceed Five Hundred Thousand Dollars (\$500,000) for the purpose of providing funds necessary to defray the cost of constructing various infrastructure improvements in connection with the construction of the United Artists Project, including but not limited to, the construction of access roads into the project site, utilities, site and drainage improvements, and landscaping in connection with the construction of the Project which Project will be located in the Southwest Quadrant of the intersection of I-20 and Spring Ridge Road and will consist of a building of approximately 30,000 square feet for use as a movie theater;

3. If approved, that the Tax Increment Financing Revenue Bonds, Notes, or other debt obligations shall be secured solely by a pledge of a portion of the ad valorem tax revenues generated by the construction of the Project and shall not be secured by the full faith and credit of the City or create any other pecuniary liability on the part of the City other than the pledge heretofore set forth;
4. That a public hearing shall be held with respect to the Tax Increment Financing Plan in the regular meeting place of this Governing Body at the Municipal Building and Police Department at 7 o'clock P.M., on TUESDAY OCTOBER 3, 1995;
5. That the Clerk is hereby directed to publish the following notice in the *Clinton News*, one (1) time not less than ten (10) days nor more than twenty (20) days prior to the date set forth in paragraph 4 hereof.

Alderman FISHER seconded the motion to adopt the foregoing and the roll call vote was as follows:

Alderman Jehu W. Brabham
 Alderman O.C. George Ferrell
 Alderman Rodney W. DePriest
 Alderman Ben L. Todd
 Alderman Phil Fisher
 Alderman Herb Touchton
 Alderman Sharbert K. Lott

voted: Aye
 voted: Aye
 voted: Aye
 voted: Aye
 voted: Aye
 voted: Aye
 voted: Aye

The motion having received the affirmative vote of a majority of all of the members of the Board present, the Mayor declared the motion carried and the Resolution adopted on this the 5TH day of SEPT., 1995.

THE CITY OF CLINTON, MISSISSIPPI

BY: Rosemary S. Aultman
 MAYOR ROSEMARY AULTMAN

ATTEST:

Nelson Byrd
 NELSON BYRD, CITY CLERK

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement is made and entered into this the _____ day of September, 1995, by and between **The Mayor and Aldermen of the City of Clinton, Mississippi**, a municipal corporation organized and existing under the laws of the State of Mississippi, (the "City"); and the **Board of Supervisors of Hinds County, Mississippi**, a political subdivision of the State of Mississippi (the "County").

RECITALS:

WHEREAS, the City and the County are each authorized to exercise the authority set forth in Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "Act").

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act of 1974, cited as Sections 17-13-1 *et seq.* Mississippi Code of 1972, as amended, (the "Code"), counties and municipalities may make the most efficient use of their powers by cooperating and contracting with one another to their mutual advantage, and thereby provide services and facilities which will accord best with the geographic, economic, population, and other factors to best serve the needs and development of such local government units.

WHEREAS, Section 17-13-7 of the Code provides that the City and County may contract to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by a local governmental unit.

WHEREAS, the City and County desire to enter into this Interlocal Cooperation Agreement, pursuant to Sections 17-13-1 *et seq.*, of the Code for the purpose of (i) assisting the development of the United Artists Project and to provide the financing of various infrastructure improvements in connection thereto and (ii) to satisfy the requirements of Sections 21-45-3 of the Act.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND COUNTY, THE CITY AND COUNTY DO HEREBY AGREE AS FOLLOWS:

Section 1. Duration. This Agreement shall be in force and effect until terminated in writing by the City and County.

Section 2. Purpose. The purpose of this Agreement is to define the responsibilities of each of the City and County with respect to the development of the United Artists Project and the financing of certain of the infrastructure improvements in connection thereto.

Section 3. Statutory Authority. The City and County are authorized to jointly exercise and carry out the power, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement by the Act.

Section 4. Administration. This Agreement shall be administered as a joint undertaking of the City and County. A separate entity is not created under this Agreement. The City and County hereby designate the City as having the responsibility for administration of this undertaking and is hereby designated as the primary party in interest in carrying the Project forward including but not limited to the issuance of Bonds or Notes or other debt obligations to provide funds to defray the cost of the infrastructure improvements.

The City and the County shall have access to all records pertaining to the Project and shall be invited to participate in all related activities undertaken relating to the construction of the Project and financing the infrastructure improvements. No changes which affect the overall scope of the project will be initiated without the written consent of the City and County.

Section 5. Pledge of Taxes. To provide security and payment for the Bonds or Notes or other debt obligations, the City will pledge all or a sufficient amount of the added increment of ad valorem taxes on real property which constitutes the Project through the

documents used in connection with the issuance of Bonds or Notes or other debt obligations, all as provided in Section 21-45-21 of the Act. The County will provide additional security and payment for the Bonds or Notes by pledging, through a Pledge Agreement or other similar document, all or a sufficient amount of the added increment of ad valorem tax on real property which constitutes a part of the Project. The exact amount of the pledge of each of the City and County shall be determined through further proceedings of the respective Governing Bodies of the City and County.

Section 6. Termination. This Agreement may be terminated upon the mutual written agreement of both the City and County.

Section 7. Joint Undertaking. This Agreement is a joint undertaking for and on behalf of the City and County with the City having herein been designated as having the responsibility for the administration of this joint undertaking. There shall be no staffing of this joint undertaking nor any joint board created for the administration of this joint undertaking.

Section 8. Amendment. This Agreement may be amended at any time by the mutual consent of both the City and County by an agreement entered into pursuant to the provisions of Section 17-13-1, *et seq.*, of the Mississippi Code of 1972, as amended.

Section 9. Effective Date. This Agreement will be effective upon the approval by the governing bodies of the City and County and the Attorney General of the State of Mississippi.

WITNESS the signature of The Mayor and Aldermen of the City of Clinton,
Mississippi, on this the 5TH day of SEPTEMBER, 1995.

THE MAYOR AND ALDERMEN OF THE
CITY OF CLINTON, MISSISSIPPI

By: Rosemary Aultman
Rosemary Aultman, Mayor

ATTEST:

Nelson Byrd
City Clerk

WITNESS the signature of the President and Clerk of the Board of Supervisors of Hinds
County, Mississippi, on this the _____ day of _____, 1995.

**BOARD OF SUPERVISORS OF
HINDS COUNTY, MISSISSIPPI**

By: _____
PRESIDENT

ATTEST:

Chancery Clerk

APPROVAL OF ATTORNEY GENERAL

The foregoing Agreement is hereby approved.

DATED this the _____ day of _____, 1995.

**MIKE MOORE, ATTORNEY GENERAL
STATE OF MISSISSIPPI**

By: _____
Assistant Attorney General

SOLID WASTE SERVICES CONTRACT

This Contract made and entered into by and between **JACKSON DISPOSAL SERVICE, INC.**, hereinafter called **CONTRACTOR**, and the **CITY OF CLINTON**, Mississippi, a municipality, hereinafter called **City**.

WITNESSETH:

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the parties hereto agree as follows:

1. This Solid Waste Services Contract, the General Provisions annexed hereto as Exhibit "A", the Special Provisions annexed hereto as Exhibits "B" and "B-1" and the Request for Proposal annexed hereto as Exhibit "C" taken together comprise and are herein referred to as the "Contract".

2. The work to be done and services to be performed, as more specifically disclosed by the aforesaid contract documents, the immediate performance of which is covered by this Contract, is the regularly scheduled collection of solid waste from all Residential Units within the geographical limits of that area delineated within the City limits and the removal, transportation, and delivery of the same to a state approved sanitary landfill or an other approved Disposal Site located in the Jackson-Metropolitan area as defined in the General Provisions; the regularly scheduled collection of recyclable material from Residential Units located within the City and the transportation of the recyclable materials to a processing facility; the regularly scheduled collection of solid waste from light commercial units within the City, and the removal, transportation, and delivery of the same to a state approved sanitary landfill or an other approved Disposal Site located in the Jackson-Metropolitan area as defined in the General Provisions; the regularly scheduled collection of solid waste from municipal facilities located within the City and the removal, transportation, and delivery of the same to a state approved sanitary landfill or an other approved Disposal Site located in the Jackson-Metropolitan area as defined in the General Provisions.

3. The Contractor agrees to furnish all lands, buildings, labor, mechanics, tolls, tools, equipment and materials necessary for the adequate performance of the work and services contemplated by this contract and to faithfully perform the same in accordance with the aforesaid contract documents to the satisfaction of the City, or its authorized representatives, and in accordance with the laws of the State of Mississippi, and the ordinances of the City, for which the City agrees to pay and the Contractor agrees to accept, in full compensation for the performance of the Contractor's obligations hereunder, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the performance of said work and services, the Contractor assuming all risks of every kind and description in the performance of this Contract, the annual payment divided into equal monthly installments of Six and 47/100

Dollars (\$6.47) per location. The City shall pay the monthly charge, less any damages assessed, as provided for herein, to the Contractor on or before the last day of each month for successful work completed and submitted for payment prior to the first day of that month.

4. The contract period shall commence October 1, 1995 and end September 30, 1998, provided however, the parties may at their option extend the contract period for a three (3) year term ending September 30, 2001. The contract price shall be reviewed in May of each contract year in accordance with the Contract Price Adjustment clause, and the contract price shall be established for the next fiscal year beginning on October 1 following the annual evaluation. Should the parties exercise the option to extend the contract period, the above stated contract price shall be reviewed in May prior to said extension of each contractual year thereafter, and by supplemental agreement hereto, said price shall be adjusted for the next succeeding contractual year. The basis for adjustment in contract price shall be in accordance with the Contract Price Adjustment Clause of these contract documents. The Contractor and the City shall notify each other of their intentions regarding extension of the contract by certified letter no later than May 30, 1998.

5. The Contractor agrees to comply with the provisions of the Davis-Bacon Act, the Contract Work Hours Standards Act, the Anti-Kickback Act, the Civil Rights Act of 1964, the Americans with Disabilities Act and the Occupational Safety and Health Act.

6. The Contractor agrees to indemnify and hold harmless and to defend the City of and from any and all claims or suits for damages arising out of the performance of this contract, as more specifically set out in the General Provisions attached hereto except such claims and suits for damages as arise out of City's negligence or misconduct.

7. The Contractor shall not assign or sublet this contract or any of the rights hereunder, in whole or in part, to any other person, firm or corporation, without the prior written consent of the City.

8. Attached hereto and made a part of this contract is a performance bond, executed by a surety company doing business in the State of Mississippi, in the sum of the estimated annual charge for the first year of the term of the Contract which is estimated at \$495,000.00.

9. Contractor hereby acknowledges that City has entered into an agreement with Trash Hunters, Inc. for the disposal of solid waste collected, a copy of which is attached hereto as Exhibit "D". Contractor agrees that in performance of its obligations under the Contract Contractor will to the extent reasonably practicable abide by and comply with the requirements Trash Hunters, Inc. has imposed on City with respect to Contractor's normal operating procedures in the disposal of solid waste for the City. It is understood that Contractor is not responsible for and has no obligation to pay any fees, costs or charges imposed on the City under said contract between Trash Hunters, Inc. and City as set forth in Exhibit "D" hereto, and, further, Contractor is not responsible and shall have no liability for any claim or damage by Trash Hunter's, Inc. against City arising out or resulting from City's negligence or

misconduct.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this, 7
day of September 1995.

CONTRACTOR:

JACKSON DISPOSAL SERVICE, INC.

By: Bruce A. Savage
Bruce A. Savage, President

By: Gail R. Savage
Gail R. Savage, Vice President

CITY OF CLINTON:

By: Rosemary Gultman

ATTEST:

Nelson Byrd

11399/Service.Cco

GENERAL PROVISIONS

SOLID WASTE SERVICES CONTRACT

EXHIBIT "A"

GENERAL PROVISIONS

SOLID WASTE SERVICES CONTRACT

GENERAL: The Contractor shall maintain a local office at a location approved by the City. It is desirable for the local office to be within Hinds County but in any case shall be in close proximity to the County and within local telephone calling distance. The Contractor's telephone number shall be publicized by the Contractor.

The Contractor shall assign a qualified person or persons to be in charge of its performance of this Contract, and shall advise the City of such persons in advance and when changes occur. The Contractor's agent shall obtain once each working day by 4:00 p.m. a copy of the complaints received each day by the City. The complaints shall be resolved within twenty-four (24) hours thereafter.

An attendant shall answer telephone calls between the hours of 7:00 a.m. and 4:00 p.m. on all regularly scheduled collection days, excluding listed holidays. The phone line shall be equipped with a message machine or answering service during hours in which the office is closed. All complaints shall be logged by said attendant and submitted to the City.

This Contractor shall submit the following information to the City on a weekly basis relative to resolution of complaints:

- 1) Date complaint received
- 2) Name and address of complainant
- 3) Nature of complaint
- 4) Date complaint resolved
- 5) How complaint was resolved

All persons employed by the Contractor shall be competent, skilled, and qualified in the performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall inform the City of all employee training programs related to customer relations and service.

At no time shall the Contractor's employees solicit, request, or receive gratuities of any kind. The Contractor shall direct its employees to avoid loud and/or profane language at all times during performance of their duties.

Contractor's employees who engage in misconduct or are incompetent or negligent in the proper performance of their duties or are dishonest, disorderly, intoxicated or discourteous, shall be removed from service in Clinton, Mississippi.

The City may request the reassignment of any employee of the contractor who violates the provisions hereof, or who is determined to be wantonly negligent or discourteous in the performance of his duties while working for the Contractor in Clinton, Mississippi.

Adverse weather shall not be considered reason for not providing the solid waste services unless approved by the City.

The contractor shall not commence collection in residential areas prior to 7:00 a.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Collection of the solid waste as defined in the General Provisions shall be completed by 7:00 p.m. Changes in the 7:00 a.m. to 7:00 p.m. collection schedule may be approved by the City when necessitated by the emergency provision of this contract. The City may also approve collection schedule changes resulting from spring clean up campaigns, special events, or other events or special conditions which require the collection of unusual volumes of Solid Waste. The Contractor must notify the City at least seven (7) days in advance of a requested schedule change for those items which could reasonably be anticipated by the Contractor.

The Contractor shall pick-up all blown, littered, and broken material occurring at the point of collection resulting from its garbage and trash collection and hauling operations. Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled debris or material from the City streets, sidewalk, or residents property when said spillage is caused by the Contractor. The Contractor shall exercise care in the handling of containers.

The company shall remove refrigerators, air conditioning units, freezers, and other appliances with refrigerant systems that have refrigerant properly removed as evidenced by a tag placed on the appliance by a certified mechanic on the second pick-up day of each week.

The contractor shall not enter into subcontracts, leases, agreements, or assignment of or pertaining to this collection contract without written consent of the City.

DEFINITIONS: All definitions contained in Miss. Code Ann. §17-17-3 (Supp. 1994) and;

Bags - Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 60 lbs.

Bulky Waste - Refrigerators and air conditioning units which are de-energized of chlorofluorocarbons (CFCs); water tanks, stoves, washing machines, clothes dryers and other white goods, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste, Stable Matter or Yard Waste with weights or volumes greater than those allowed for Containers.

Bundle - Tree, shrub and brush trimmings or newspapers and magazines not exceeding five (5) feet in length or 60 lbs. in weight.

City - City of Clinton, Mississippi.

Construction Debris - Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container - A receptacle with a capacity of greater than 20 gallons but less than 35 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 60 lbs.

Contract - This Solid Waste Services Contract, the General Provisions (of which this definition is a part) annexed thereto as Exhibit "A", the Special Provisions annexed thereto as Exhibits "B" and "B-1" and the Request for Proposal annexed thereto as Exhibit "C" taken together comprise and are herein referred to as the "Contract".

Contractor - The person, corporation or partnership performing Refuse collection under contract with the City.

Dead Animals - Animals or portions thereof equal to or greater than 10 lbs in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.

Disposal Site - The Trash Hunters transfer station or other landfill located in the Jackson Metropolitan area or other Refuse depository located in the Jackson-Metropolitan area including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Refuse and Dead Animals for processing or final disposal.

Garbage - Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents); except any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish, Stable Matter or Yard Waste, or any other waste not described above and acceptable in a subtitle D landfill.

Hazardous Waste - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For the purposes of this contract, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans.

Light Commercial Unit - A commercial or business enterprise within the incorporated areas of the City occupied by a person or group of persons which generates seven 30 Gallon or less containers of garbage or refuse per collection day. A Light Commercial Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A business condominium or commercial or business enterprise, whether of single or multi-level construction shall be treated as a Commercial Unit. Condominiums or multiple, connected units of over four (4) units must contract for solid waste disposal services on their own.

Producer - An occupant of a Residential Unit who generates Refuse and Residential Refuse.

Refuse - This term shall refer to Residential Refuse and Bulky Waste, Construction Debris, Stable Matter and Yard Waste generated at a Residential Unit unless the context otherwise requires.

Residential Refuse - All Garbage and Rubbish generated by a Producer at a Residential Unit.

Residential Unit - A dwelling within the incorporated areas of the City occupied by a person or group of persons. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. An apartment dwelling, whether of single or multi-level construction, shall be treated as a Residential Unit. Apartments or condominiums of over six (6) units are not residential units.

Rubbish - All printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, Stable Matter or Yard Waste.

Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

State Approved Sanitary Landfill - A landfill which meets all Federal and State environmental requirements and regulations including, but not limited to the Environmental Protection Agencies' Sub Title D regulations. A controlled area of land upon which solid waste is deposited, and is compacted and covered with no on-site burning of wastes, and so located, contoured, drained and operated so that it will not cause an adverse effect on public health or the environment.

Weight Limits - Weight limits shall be in accordance with the ordinances adopted by the City.

Yard Waste - All yard waste resulting from yard maintenance and consisting of waste wood, wood products, tree trimmings, dead plants, dead trees or branches thereof, or other similar

materials having a length not longer than five (5) feet or a diameter not greater than six (6) inches and not weighing more than 60 lbs. as well as all weeds, leaves, grass clippings, chips, shavings and sawdust or other similar materials placed in bags and tied and weighing not more than 60 lbs. Waste from tree surgeons and contracted tree trimming operations is excluded.

VEHICLES AND EQUIPMENT: The contractor shall provide adequate and sufficient garages, shops, and yards to provide all weather year round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the contractor shall be kept and maintained in sanitary condition and in good repair. Vehicles, equipment and facilities shall be subject to inspection for safety, sanitation, repair, and appearance, and subject to approval or rejection by the City at any time. Employees driving contractor's vehicles shall have a valid operator's license of the State of Mississippi and shall meet federal requirements concerning commercial licensing.

The contractor shall not use the City name or other words implying governmental ownership on stationery, vehicles or equipment.

All vehicles and equipment used in collection and transportation of solid waste or recyclables within the area shall be of sufficient size, capacity, and number to adequately and efficiently collect the solid waste and recyclables in accordance with the terms of this contract. In all cases, each solid waste collection truck shall be equipped with a closed body that incorporates a device for compacting collected garbage, shall have a maximum capacity of twenty (20) cubic yards, and shall be limited to a single rear axle.

The City shall have authority at any time to request the contractor increase the number of vehicles and/or pieces of equipment if, in its judgement, such an increase is necessary for fulfillment of the contract.

LIQUIDATED DAMAGES: The City shall notify the Contractor for each violation of the contract reported to the City. It shall be the duty of the contractor to take proper action to remedy the cause of the complaint within 24 hours after notification. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this contract and for the purpose of computing damages under the provisions of this section, it is agreed that the City shall have authority to deduct from payments due the contractor, the following amount as liquidated damages:

- (1) Failure to clean up spilled refuse.....\$25.00 for each instance.
- (2) Failure to collect refuse within 24 hours after notification of a complaint...\$25.00 for each missed collection and for each day thereafter until collection.
- (3) Failure to comply with the requirement to maintain vehicles in operable condition and acceptable appearance after inspection and notification...\$25.00 for each violation.

In the event the Contractor does default or otherwise abandon the project, the City reserves the right to collect from the Contractor or its surety, the actual damages incurred by the City as a result of the default or abandonment.

The assessment of liquidated damages shall be determined by the City and deductions made from the payment each month to the contractor. The decision of the City in the matter will be binding unless appealed in writing to the City within seven (7) days after notice. The decision of the City shall be final.

DISPOSAL: All solid waste and refuse collected under these specifications shall be disposed of at a state approved sanitary landfill or an approved transfer station located in the Jackson Metropolitan Area as defined in the General Provisions.

The City specifically reserves the right to redirect the solid waste to a specific sanitary landfill or other Disposal Site.

The City retains the right to terminate the contract, on ninety (90) days written notice, if the Contractor does not comply with the redirection of the solid waste as set forth; however, should the Contractor be required to redirect solid waste outside the Jackson-Metropolitan area then the Contractor will be fairly compensated for such redirection.

INSURANCE REQUIREMENTS: Insurance coverage specified herein constitute the minimum requirements. Said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance that, in his own judgment, may be necessary for proper protection in the prosecution of the work.

The Contractor shall carry the insurance herein and all policies shall be with companies satisfactory to the City.

If a part of this Contract is a sublet, the Contractor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Contractor.

Certificates of insurance shall state that thirty (30) calendar days' written notice will be given to the City before the policy is canceled or changed. No Contractor or Subcontractor shall be allowed to start any work on this Contract until certificates of all insurance required herein are filed with and approved by the City. The certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:

- (a) Workmen's Compensation and Employer's Liability Insurance: This insurance shall protect the Contractor against all claims under applicable State Workmen's

Compensation Laws. The contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions for a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability.

- (b) Contractor's Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts no less than the following:

Comprehensive general liability including bodily injury and property damage limits of at least \$1,000,000 per occurrence with an aggregate limit of \$2,000,000 for all damages arising during any policy year.

- (c) Automotive Public Liability Property Damage

The Contractor shall maintain automobile public liability insurance in the amount of not less than Three Million Dollars (\$3,000,000) for one accident; and automobile property damage insurance in the amount of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) for one accident to protect him from all claims arising from the use of the following:

- (1) Contractor's own automobiles and trucks
- (2) Hired automobiles and trucks
- (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the site of the project.

- (d) Owner's Protective Liability Policy:

The Contractor shall maintain Owner's Protective Liability Insurance with the City as the named insured and their servants, agents and employees as additional insured in amounts not less than the following:

Comprehensive general liability including bodily injury and property damage limits of at least \$1,000,000 per occurrence with an aggregate limit of \$2,000,000 for all damages arising during any policy year.

- (e) Excess Umbrella Coverage

The Contractor shall maintain excess umbrella insurance coverage with limits of at least \$5,000,000 in the aggregate.

Company shall provide annually a certificate of insurance evidencing the required coverage and amounts with the City to be named as an additional insured by endorsement. The required insurance coverage shall be maintained throughout the life of this agreement.

PERFORMANCE BOND: In order to insure the faithful performance of each and every condition, stipulation, and requirement of the contract and to indemnify and save the City harmless for any and all damages, either directly or indirectly, arising out of any failure to perform the same, the successful proposer shall furnish within ten days after award a Performance Bond in an amount representing the estimated annual fee for the Proposal(s) Awarded. The Performance Bond shall be submitted on forms approved by the City. The Bond shall be renewed annually with a copy furnished to the City prior to each renewal date.

BASIS AND METHOD OF PAYMENT:

- (a) In consideration for Contractor's performance of the Contract Work as herein contemplated, the City agrees to pay Contractor, in current United States Funds, the monthly sums set forth in the Contract.

The contractor shall be paid on or before the last day of each month for successful work completed and submitted for payment prior to the first day of that month. Payment due the contractor shall be based on the annual fee for the Proposal(s) Awarded. The monthly payment shall be one-twelfth of the annual fee for the Proposal(s) Awarded.

- (b) The initial Residential, Municipal and Light Commercial Unit count upon which the monthly payment for the first twelve-month period of this Contract is as set forth in the Request for Proposal. The Contractor may, at its option, perform a new Residential and Light Commercial count to be effective as of successive annual anniversary dates of this Contract. If the Contractor elects to obtain a new count, the Contractor shall give the City thirty (30) days written notice prior to the proposed effective date of the amended count. The City and the Contractor shall jointly conduct the new count of the number of Residential and Light Commercial customers served under this Contract. The number of Residential and Light Commercial customers mutually agreed upon shall become the revised count for the twelve-month period following the effective date of the new count or, if later, until a revised count is obtained pursuant to this provision.

TERM: The term of the contract shall begin on October 1, 1995 and end on September 30, 1998, provided, however, that the parties, at their option, may extend the contact period for up to a one 3 year additional term ending September 30, 2001.

DEFAULT OF THE CONTRACTOR: If any material term, condition or covenant of this Agreement on the part of Contractor to be kept or performed shall be violated and if Contractor shall fail to remove or correct the violation within such period as is reasonably necessary for

Contractor to remove or correct the same after written notice from the City to Contractor specifying the violation, or if Contractor shall petition to be or shall be declared bankrupt or insolvent according to law, then and in any of such cases, Contractor shall be deemed to be in default hereunder and the City may immediately or at any time thereafter, without further notice or demand, enter into a contract with another entity to provide the service rendered by Contractor.

FORCE MAJEURE: Contractor's performance of its obligations hereunder shall be excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes shall include, but not be limited to: acts of God, acts of war, riot, flood or sabotage or national defense requirements.

HOLD HARMLESS AGREEMENT: The Contractor hereby indemnifies and agrees to hold the City, its agents, employees and elected officials, harmless from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the Contractor's actions or inaction in the performance of the Contract Work or otherwise in any manner related to performance of this Contract.

In any and all claims against the City or any of its agents, employees, or elected officials, by any employee of the Contractor, any Subcontractor of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor of the Contractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts or other types of insurance or compensation coverage.

This indemnity includes, without limitation, reimbursement to the City of all fees and expenses, including attorneys' fees, for responding to and/or defending any claim.

WARRANTIES:

- (a) Contractor warrants all Contract Work herein contemplated to be performed and accomplished in accordance with the established and generally accepted standards for quality of workmanship and service of the type covered by the Contract Documents and in accordance with all applicable laws, rules and regulations of local, state and federal authorities or agencies.
- (b) Nothing contained in the Contract Documents shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City with respect to the Contract Work or any part thereof.

SAFETY STANDARDS: The Contractor will be solely and completely responsible for conditions of the equipment and vehicles and operation of same, including safety, health and welfare of all persons and protection of all property during performance of the Contract Work.

All vehicles, equipment and facilities used by Contractor shall be kept and maintained in safe and sanitary condition and good repair. Contractor shall continuously maintain reasonable protection of all employees, vehicular and pedestrian traffic and the public in general from injury or damage, and shall take all reasonable precautions to protect public and private property from injury or loss. Contractor shall make good any damage, injury or loss to private property and to the property of the City resulting from the willful or negligent acts of the Contractor in the conduct of the Contract Work or otherwise. Contractor shall reasonably protect adjacent private and public property, as required by law, the Contract Documents, and good business practices. These requirements will apply continuously and not be limited to normal working hours. With respect to all work performed under this Contract, the Contractor shall:

- (a) Comply with provisions of Occupational Safety and Health Act (OSHA) and Americans With Disabilities Act (ADA).
- (b) Comply with applicable health and environmental codes and regulations and exercise reasonable precaution at all times for the prevention of accidents, spills or pollution and the protection of persons (including employees) and property.

TAXES, PERMITS, FEES, ETC.: All state, federal and local taxes due or payable during the life of this Contract on materials, services, equipment, supplies or labor used in the Contract Work shall be paid by the Contractor to the properly authorized person or persons to accept such payments. Permits and licenses necessary for the prosecution of the Contract Work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the Contract Work.

ORAL AGREEMENTS: Oral agreements or conversations with any officer, agent, or employee of the City either before or after execution of this Contract, shall not affect or modify any of the terms or obligations in any of the documents comprising said Contract.

NON-DISCRIMINATION: In connection with the performance of Work under this Contract, the Contractor and all Sub-Contractors shall not discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising and selection for training, including apprenticeship.

LIENS: Contractor shall perform the Contract Work and pay for labor, services, materials, equipment and supplies used by Contractor at all times in such a manner to avoid the imposition, filing or accruing of any right to file any lien on property belonging to the City or being serviced under the Contract. Any such lien or other imposition shall immediately be discharged and satisfied by Contractor.

CHANGES IN THE WORK: Collection and haul from future contiguous annexed areas will

be paid for at the Monthly Service Fees as set forth in the Proposal of the Agreement. If the Contract Work is so changed subsequent to execution of the Contract and if the application of the annual fee for the Proposal(s) Awarded shall work a hardship upon either party, there shall be an equitable adjustment of the Contract to be agreed upon by the City and Contractor to prevent such hardship.

CONTRACT PRICE ADJUSTMENT CLAUSE: On the first anniversary date of this Agreement, and on each anniversary date thereafter, the Contractor may adjust the Collection Cost based upon any increase or decrease in the costs of living as provided herein below. Adjustments to Residential, Light Commercial and Municipal Unit Prices will only be made in units of hundredths of a dollar; fractions of a cent will not be considered in making adjustments. The adjustments shall be limited to five percent (5%) per year over the most recently prevailing unit price. The Collection Cost is per Residential, Municipal and Light Commercial Unit and is calculated as follows:

Collection Cost (\$) = Variable Charge(\$) where:

Variable Charge = \$6.47 per Residential and Light Commercial Unit, and shall be adjusted annually by the net change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for All items - U.S. Southern City average for populations of 50,000 to 450,000, (published by the Bureau of Labor Statistics, U.S. Department of Labor) ("C.P.I.") between the C.P.I. issued most recent to the year of the request and the prior year's C.P.I.

In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in purchasing power of the U.S. dollar as may be then available to carry out the intent of this provision.

In addition, in the event (i) Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection of contracted materials, or (ii) the cost of rendering the services hereunder is increased due to changes in any applicable state, local or federal law, the amount of such tax, surcharge or increased cost shall be offset by adjustment of the Contractor's compensation.

There will be no mid-year adjustments except to correct errors. If an error is found, the quantity adjustments will be effective from the date when the adjustment is agreed upon by both parties.

Procedure for Contract Price Adjustment: The compensation payable by the City to the Contractor may be annually adjusted on the anniversary date of the contract. No adjustment to the compensation payable to the Contractor shall become effective without the approval of the City and such approval shall not be withheld or delayed unreasonably or contrary to the Terms of the Agreement. The initial rate shall take effect on the Commencement Date, and rate adjustments for succeeding contract years shall take effect on each successive October 1st.

Monthly payments due by the City to the Contractor shall be adjusted to compensate for such annual rate increases or decreases. The maximum total increase is five percent (5%) per year.

EMERGENCY OPERATIONS PROCEDURES:

1. PURPOSE: The purpose of this provision is to establish policies and procedures to address events which result in unusual amounts of trash or storm debris being placed on City streets for collection and disposal.

2. SITUATION: These Contract Documents and Specifications for Solid Waste Collection and Disposal require weekly collection of trash that is properly containerized and placed at the street by the property owner. The volume of trash contemplated for routine collection is that which is customarily generated by a residential property owner. Incidents which result in unusually high volumes of trash being placed at the street for collection simultaneously over a large segment of the City are not addressed in the scope of work set forth in these Contract Documents and Specifications for Solid Waste Collection and Disposal.

Events which would result in an unusually high trash volume include floods, tornadoes, winter/ice storms, and very strong straight-line winds. Collection in a timely manner of large volumes of trash resulting from such events is beyond the scope of work set forth in the Contract Documents and Specifications.

These Emergency Operations Procedures are intended to prescribe procedures that will be followed in dealing with these types of events in a systematic and timely manner.

3. PROCEDURES:

- (a) An assessment of the waste volume resulting from the above described events will be initiated immediately after said event occurs. The assessment will be performed by employees of the City and route supervisors employed by the contractor. The assessment will be completed as expeditiously as possible, but may require a week to complete due to the lag time between the occurrence of such an event and the time at which waste is placed at the street for collection.
- (b) Based on the waste volume assessment, a determination will be made as to whether said waste volume exceeds that contemplated in the Solid Waste Collection Contract. The City and the local manager employed by the contractor shall make this determination.
- (c) If the waste volume does not exceed that contemplated in the contract, the contractor will be directed to proceed with collection using labor and equipment assigned to this contract.
- (d) If the waste volume exceeds that contemplated in the contract, the City and the

contractor's manager will determine the amount and type of additional equipment, the amount of additional manpower that will be required to collect the waste, and the estimated time to complete the work. A cost estimate for these additional services will be prepared and submitted to the City for approval. The cost estimate shall be based on the schedule of service fees attached hereto. Said service fees shall be adjusted annually pursuant to the Contract Price Adjustment Clause.

- (e) The City and the Contractor will be requested to review and approve the additional services and the cost estimate associated therewith. If necessary, a Special Board Meeting for this purpose may be requested by the City to expedite the cleanup.
- (f) The City may commit available equipment and manpower to assist with the cleanup if the waste volume exceeds that contemplated in the contract.
- (g) Collection of waste will be diligently pursued until cleanup is complete. The City may authorize waste collection outside of normal working hours and on weekends to return the City to pre-emergency conditions in a timely manner.
- (h) The containerization requirements set forth, will be waived as it relates to waste from the events listed in those sections of the City affected by the said event.
- (i) Upon completion of the cleanup effort, the final cost will be determined by the City and the Contractor. An accounting of all costs associated with the effort will be submitted to the City. The City will be requested to approve payments due to the contractor for additional services performed.

4. PUBLIC RELATIONS:

- (a) Within twenty-four hours after the occurrence of an event as described herein, the public will be advised through the media that an assessment of the waste volume has been initiated and that a plan and timetable for collection of waste will be formulated based on this assessment. The public shall be advised that this information will be provided through the media as soon as the field assessment is completed and the requirements relative to additional labor and equipment are determined.
- (b) The public will be notified through the media by the Contractor and the City as to the plan and timetable for waste removal. This notification should be made from four to seven days after the event.
- (c) The public will be advised in any press release that the City requires tree

surgeons and contracted tree trimming operations to dispose of the waste by transporting it to a state approved sanitary landfill.

- (d) Private utility companies will be requested to transport waste resulting from their cleanup operations to a state approved sanitary landfill for disposal.

SPECIAL PROVISIONS

SOLID WASTE SERVICES CONTRACT

EXHIBIT "B"

SPECIAL PROVISIONS

SOLID WASTE COLLECTION

The Contractor shall remove solid waste from all Residential Units, Light Commercial Units, and Municipal Facilities located within the City in full accordance with these contract documents including any and all amendments thereto adopted by the City. The Request for Proposals, Instructions to Proposers, Proposal and all attachments, Contract and all attachments, Special Provisions, General Provisions, Performance Bond, and all proceedings by the City for the contract relating to said work are a part of the contract by reference, hereafter called the contract documents.

SPECIAL PROVISIONS

SOLID WASTE COLLECTION CONTRACT

SCOPE OF SERVICES: Except as amended by these Special Provisions, the Contractor shall remove solid waste from all Residential Units, Light Commercial Units and Municipal Facilities located within the Corporate Limits of the City of Clinton in full accordance with the contract, including any and all amendments thereto adopted by the City and Contractor. Residential units constitute a home or trailer, or a dwelling unit in a multifamily dwelling of six (6) units or less, not including hotels or motels. Collection from commercial establishments excluding those heretofore mentioned shall not be included in the scope of services for this contract.

COLLECTION AND DISPOSAL REQUIREMENTS - PROPOSAL: It shall be the responsibility of the contractor to provide curbside collection of garbage from Residential Units and Light Commercial Units twice weekly as directed by the Contract, including all holidays, on regular days to be designated by the contractor and approved by the City. An exception to this requirement is that collection of garbage is not required on Memorial Day, Labor Day, the Fourth of July, Thanksgiving Day, and Christmas Day. The contractor shall provide curbside collection of yard waste from residential units a minimum of one time per week, on regular days to be designated by the contractor and approved by the City. Garbage collection days shall be separated by two (2) non-collection days. The contractor shall submit a Schedule of Operations to the City for approval as required by Item 4 in the Instructions to Proposers Section of these Contract Documents.

For the purpose of the proposal, the containerization requirements set forth shall be enforced.

Solid Waste collected by the contractor shall be delivered to a state approved sanitary landfill or approved transfer station as defined in the General Provisions.

COLLECTION AND DISPOSAL OF SOLID WASTE ON SUNDAY: The collection and disposal of solid waste on Sundays shall not be allowed unless otherwise approved by the City. The contractor shall not utilize Sundays as a designated collection day in the Schedule of Operations.

HOLIDAYS: The contractor shall honor the following holidays: Memorial Day, Labor Day, the Fourth of July, Thanksgiving Day, and Christmas Day. The Contractor shall be responsible for publicizing (and the expense of publicizing) any changes in collection schedules due to

observance of the above holidays. Proper publicizing shall include the purchasing of advertising with media serving the affected area. A minimum of one (1) pickup shall be scheduled during any holiday week.

SPECIAL CITY-WIDE CLEAN UP: The contractor shall participate in a special City-wide cleanup once each year at no additional compensation. The contractor shall be given advance notice of the date and duration of the City-wide clean up. The contractor should expect a maximum duration of two weeks.

SOLID WASTE COLLECTION FOR MUNICIPAL FACILITIES: The contractor shall provide solid waste collection service for city hall, police headquarters, and other selected City buildings and facilities. Approximately 5 locations are involved. The type and frequency of service shall be as follows:

CITY OF CLINTON

<u>Location</u>	<u>Type of Service</u>
City Hall	2 x wk. (residential)
Fire Station #1	2 x wk. (residential)
Fire Station #2	2 x wk. (residential)
Fire Station #3	2 x wk. (residential)
Office	2 x wk. (residential)

Payment for service of the facilities set forth above shall be made in accordance with the proposal.

SPECIAL PROVISIONS

RECYCLING SERVICES

EXHIBIT "B-1"

SPECIAL PROVISIONS

RECYCLING SERVICES

SCOPE OF SERVICES: The City of Clinton, Mississippi (hereafter referred to as "City") desires to continue a curbside recycling program to promote recycling and waste reduction and to gather information about City's household waste stream and the public's willingness to recycle. The contract work has two facets: (1) curbside collection and (2) data compilation. Processing and marketing of the collected recyclable materials is also included in the scope of services.

CURBSIDE COLLECTION: The Contractor provides curbside collection of recyclables to households. The service area includes all Residential Units in the corporate limits of the City.

- (a) Newspaper, glass bottles and containers, aluminum, and plastic milk jugs and soda bottles will be collected weekly at curbside from the designated Residential Units by the hauling contractor (hereafter referred to as "Contractor")
- (b) The City shall provide educational, promotional and advertising services to inform residents of the necessity, benefits and procedures to follow to participate in the program and to achieve a successful program.
- (c) Recycling containers of 14-gallon capacity are available for those residents currently receiving this service. Proposers should include the expense of providing recycling containers to customers in their proposal price.

DATA COMPILATION:

- (a) The Contractor shall assist the City in keeping the necessary records and collection of information required to make decisions for the future of recycling in the City of Clinton.
- (b) The monthly status reports shall at a minimum include a summary of the volumes of materials collected, and a description of program progress, including any problems encountered and how they were resolved.

PROCESSING AND MARKETING:

- (a) The Contractor will then retain all revenues received for the sale of the collected materials, however, should revenues exceed \$8,500.00 per quarter, then the contractor agrees to rebate the City fifty percent (50%) of the revenue exceeding \$8,500.00. The Contractor will provide any expertise and benefits they can offer the City in achieving the best markets available for selling the collected materials.

All labor equipment and facilities necessary in the performance of the contract work shall be procured, operated, and maintained by the Contractor.

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EXHIBIT "C"

INSTRUCTIONS FOR PROPOSALS
RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

Receipt and Opening of Proposals

The City of Clinton invites and will receive Proposals on the forms attached hereto at the office of Nelson Byrd, City Clerk, until 10:00 a.m. on July 18, 1995. Proposals, must be sealed and addressed to Nelson Byrd, City Clerk, 300 Jefferson Street Clinton, MS, and plainly marked "Proposal for Residential Solid Waste Collection and Disposal".

Basic Contract Specifications

The City intends to execute a contract that will include the following basic provisions. Proposals submitted must acknowledge and be inclusive of these terms and provisions in addition to other basic contract provisions.

1. Scope of Work.

- (a) The work to be performed under the Contract shall consist of all items contained in the Proposal including the provision of all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide residential solid waste collection and services.
- (b) Residential solid waste shall be defined as: Any solid waste as defined under Mississippi law, including bulky waste and rubbish generated by a residential unit within The City of Clinton, excluding hazardous waste.
- (c) Residential Unit - A dwelling within the limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. Apartments or Condominiums over four (4) units are not deemed residential.

2. Term.

The term of this Contract shall be for a three (3) year period beginning October 1, 1995, and terminating September 30, 1998. The parties agree that by their mutual consent, each expressed in writing and received at least ninety (90) days before the termination of the current term ending on September 30, 1998, that this Contract may be extended for an additional period of three (3) years upon the same terms and conditions as set forth in this Contract.

1

EXHIBIT "C"

1

- 18 The below listed items were addressed at the pre-bid conference held on July 6, 1995 and the contractors are hereby duly informed that these items should be included as a part of your expenses.

(a) Contractor will conduct annually a "no restrictions" curbside collection day at no charge to the City.

(b) Contractor will provide at no additional charge to the city a minimum of 12 portable restrooms and a minimum of 24 special event boxes or receptacles at least annually.

(c) Contractor will provide at no cost to the City a roll off container of sufficient size to accomodate the telephone book recycling drive held annually in the City for a period of at least 60 days.

- 19 Contractor shall report monthly to the City the weights of the recyclables collected by item.

20 Recycling

The selected contractor shall furnish each unit that is a part of the residential collection contract a recycling "bin" and collect from same at least once weekly. Contractor shall be responsible for sorting the following items into his collection vehicle: Aluminium cans, Newspapers, milk jugs, clear, green and brown glass, plastic containers (liter cola containers) and tin cans. Contractor shall advertise through media that is acceptable to the Mayor and Board of Aldermen how the recycling program is to be conducted and shall generally promote the recycling program to the general public.

21 Light Commercial Establishment

For the purpose of this collection contract the above term shall mean a place of business that generates less than 7 30 gallon containers per collection day. The City has reported that there are approximately 125 such Light Commercial Establishments in the City.

- 22 Contractors are advised that the successful proposer shall submit a contract for the City's approval that shall include liquidated damages for missed stops. The City will impose a maximum of \$25.00 per day for missed stops.

CONTRACTORS PROPOSAL
FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

To: City of Clinton

Proposal of _____ (AN INDIVIDUAL), (A PARTNERSHIP), (A CORPORATION) duly organized under the laws of the State of Mississippi.

The undersigned having carefully read and considered the terms and conditions of the instructions and specifications for residential solid waste collection and disposal for The City of Clinton, the Contractor, and being familiar with local conditions affecting the cost of work, does hereby offer to furnish, at the rates and under the terms and conditions hereinafter set forth, all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the service as specified. (Fill in all requested information, respond to all questions and provide any explanatory or other information you wish or deem necessary to be responsive.

1. Scope of Contract.

- a. Effective Date - The Contract shall become effective on the day of execution. Contractor shall begin the service of residential solid waste collection and disposal as set out by this agreement on the 60th day after the effective date.
- b. Term - The term of this Contract shall be for a three (3) year period beginning October 1, 1995, and terminating September 30, 1998. The parties agree that by their mutual consent, each expressed in writing and received at least ninety (90) days before the termination of the

current term ending on September 30, 1998, that this Contract may be extended for an additional period of three (3) years upon the same terms and conditions as set forth in this contract.

6

2. Service, Operations and Performance.

- a. Service Provided - The Contractor shall provide curbside collection service for the collection of refuse from residential units on a weekly basis. It is the resident's responsibility to see that containers, bags and bundles are placed curbside or as close as practicable to collection vehicles routes. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways (including alleys).
 - b. Hours of Collection - Normal hours of collection are to be from 7 a.m. to 7 p.m. Monday through Friday. No collections are to be made on Saturday. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the City and the Contractor.
 - c. Holidays - The following holidays will be observed as non-collection days by the Contractor: Successful hauler will submit to the City the Holidays that will be observed.
-
-

7

3. Insurance

The Contractor shall maintain in full force and effect throughout the term of this Contract and throughout any extension or renewal thereof the following types of insurance and in the amounts shown below:

<u>Workmen's Compensation</u>	<u>Statutory</u>
<u>Employer's Liability</u>	<u>500,000</u>
<u>Bodily Injury Liability</u>	<u>500,000 each occurrence</u>
<u>Except Automobile</u>	<u>1,000,000 aggregate</u>
<u>Property Damage Liability</u>	<u>500,000 each occurrence</u>
<u>Except Automobile</u>	<u>1,000,000 aggregate</u>
<u>Automobile Bodily Injury Liability</u>	<u>500,000 each occurrence</u>
	<u>1,000,000 aggregate</u>
<u>Automobile Property Damage Liability</u>	<u>500,000. each occurrence</u>
	<u>500,000. each occurrence</u>
<u>Excess Umbrella Coverage</u>	<u>5,000,000. each occurrence</u>

Employer's Liability Coverage will be required of the Contractor and any sub-contractor where any class of employee engaged in work under this Contract is under Workmen's Compensation Statute. All insurance will be by insurers authorized to do business in the State of Mississippi.

4. Performance Bond.

Before this Contract can be executed, the Contractor shall furnish a Performance Bond written by an Insurance company acceptable to the City for the performance of the Contract.

8

5. Basis and Method of Payment.

a. Rates - For all collection service required under this

Contract, the charges to the City will equal the rate of:

(1) \$_____per residential household and light commercial establishment and once per week recycling collection.

(2) \$_____per residential household and light commercial establishment and once per week recycling collection.

(3) \$_____per ton disposal at _____ Landfill - Transfer Station.

b. The Contractor shall bill the City within _____(____) days of the end of each calendar month for an amount calculated.

The City shall remit payment within _____(____) days following the end of each month. If any dispute arises, the undisputed amount shall be paid.

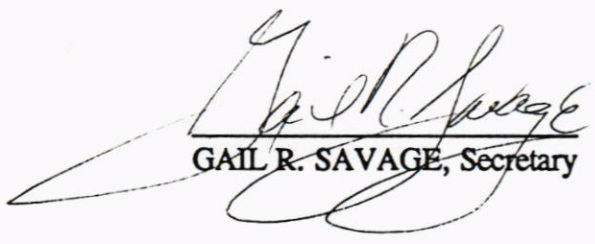
c. Escalation Clause - The Consumer Price Index is the only acceptable escalator to the City. Provide the per cent increase of the CPI you will increase annually the City. Contractor shall be entitled to conduct a house count semi-annually. Based upon the outcome of this semi-annual house count, contractor shall raise or lower the number of homes that the City is being billed.

9

CORPORATE CERTIFICATE

I, **GAIL R. SAVAGE**, certify that I am Secretary of the Corporation named as Contractor in the foregoing contract; that **BRUCE A. SAVAGE** who signed said contract on behalf of the Contractor was then President of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

This the 7 ^{september} day of August, 1995.


GAIL R. SAVAGE, Secretary

GENERAL INSTRUCTIONS FOR BONDS

The form of the bond shall be subject to the acceptance of the City.

General Instructions for Bonds

1. The Surety on each bond must be a responsible surety company which is qualified to do business in Mississippi and satisfactory to the City of Clinton, Mississippi.
2. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the seal.
3. If the principals are partners, their individual names will appear in the body of the bond with the recital that they are partners composing a firm naming it. All members of the partnership shall execute the bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under corporate seal as indicated in the form.
6. The official character and authority of the person or persons executing the bond of the principal, if a corporation shall be secretary or assistant secretary. In lieu of such certificate, there may be attached to the bond copies of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this bond must not be prior to the date of the contract in connection with which it is given.

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond SA1401581

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that
Jackson Disposal, Inc.

4517 Methodist Home Road

Jackson, MS 39213

as Principal, hereinafter called Contractor, and,

Star Insurance Company

2600 Telegraph Road

Southfield, MI 48034

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Clinton, MS

P.O. Box 156, 300 Jefferson Street

Clinton, MS 39060

as Obligee, hereinafter called Owner, in the amount of

Four Hundred Ninety Five Thousand 00/100

***** Dollars (\$ 495,000.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated

19 , entered into a contract with Owner for

(Here insert full name, address and description of project)

Refuse Collection & Recycling Services for Clinton, Mississippi

Effective October 1, 1995 Through September 30, 1996

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

AIA DOCUMENT A311 • PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND • AIA ©
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1

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 30th day of August 19 95

Jackson Disposal, Inc.

(Principal)

(Seal)

Robert C. Roberts

(Witness)

John William Roberts

John William Roberts

Bruce A. Savage

(Title)

Bruce A. Savage

President

Star Insurance Company

(Surety)

(Seal)

Karen N. Genoff

(Witness)

Karen N. Genoff Notary

Ted Sherman

(Title)

Ted Sherman

Attorney-in-Fact

"OFFICIAL SEAL"

AIA DOCUMENT A310-1, PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND • AIA © FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D. C. 20006

Notary Public, State of Illinois

My Commission Expires 4/5/98

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THE AMERICAN INSTITUTE OF ARCHITECTS



Bond SA1401581

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that
Jackson Disposal, Inc.

(Here insert full name and address or legal title of Contractor)

4517 Methodist Home Road
Jackson, MS 39213

as Principal, hereinafter called Principal, and,
Star Insurance Company
2600 Telegraph Road
Southfield, MI 48034

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto
City of Clinton, MS
P.O. Box 156, 300 Jefferson Street
Clinton, MS 39060

(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the
amount of Four Hundred Ninety Five Thousand 00/100 *****

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ 495,000.00),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____ 19 _____, entered into a contract with Owner for
(Here insert full name, address and description of project)

19 _____, entered into a contract with Owner for

Refuse Collection & Recycling Services for Clinton, Mississippi
Effective October 1, 1995 Through September 30, 1996

in accordance with Drawings and Specifications prepared by _____

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract. labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 30th

day of August

19 95

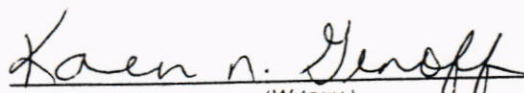
Jackson Disposal, Inc.

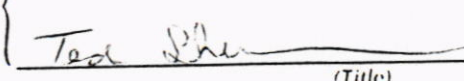

(Witness)
John William Roberts

(Principal) (Seal)

(Title)
Bruce A. Savage President

Star Insurance Company


(Witness)
Karen N. Genoff Notary

(Surety) (Seal)

(Title)
Ted Sherman Attorney-in-Fact

"OFFICIAL SEAL"
Karen N. Genoff
Notary Public, State of Illinois
My Commission Expires 4/5/08
AIA DOCUMENT A-101 (FORM 1-77) LABOR AND MATERIAL PAYMENT BOND • AIA ©
FEBRUARY 1970 EDITION. REPRODUCED BY THE BOARD OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D. C. 20006
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STAR INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

NO: SA1 401581
(Void unless numbered in red.)

KNOW ALL MEN BY THESE PRESENTS, that Star Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoint

TED SHERMAN OF CHICAGO, ILLINOIS

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts or suretyship to be given to

Applicable to All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of
two million five hundred thousand (\$2,500,000.00) dollars.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 7th day of January, 1993.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 7th day of February, 1994.

Attest:

Robert S. Cubbin
Robert S. Cubbin, Senior Vice President



STAR INSURANCE COMPANY

By *Marc S. Willner*
Marc S. Willner, Senior Vice President

STATE OF MICHIGAN }

COUNTY OF OAKLAND }

SS.:

On this 7th day of February, 1994, before me personally came Marc S. Willner, to me known, who being by me duly sworn, did depose and say that he is a Vice President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Colleen Keltz
Colleen Keltz
NOTARY PUBLIC
My Commission Expires:

COLLEEN KELTZ
Notary Public, Wayne County, MI
My Commission Expires Sept. 20, 1995
Acting in Oakland County, MI

CERTIFICATE

I, the undersigned, of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the city of Southfield in the State of Michigan. Dated the 30th day of August, 19 95.

Mary Jo Renaud
Mary Jo Renaud, Assistant Secretary

RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 15, 1995 - 7:30 A.M.
CITY HALL CONFERENCE ROOM - 300 JEFFERSON STREET

The Mayor and Board of Aldermen of the City of Clinton met in Recessed Meeting at 7:30 A.M. in the City Hall Conference Room, 300 Jefferson Street, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of September 5, 1995, as found on Page 28 of this Minute Book X, for the purpose of adopting the 1995-1996 City of Clinton Budgets and setting the appropriate tax levy.

Present were Mayor Rosemary Aultman; Aldermen Jehu Brabham, O.C. George Ferrell, Rodney DePriest, Ben Todd, Phil Fisher, Herb Touchton, Sharbert Lott and City Clerk Nelson Byrd.

MOTION made by Alderman Brabham and SECONDED BY Alderman Touchton to approve the General Fund Budget for 1995-1996 and all associated special City-wide budgets as found on pages 93-105 of this Minute Book X, and to adopt the resolution found on pages 106-107 of this Minute Book X fixing the ad valorem tax levy for 1995-1996. MOTION CARRIED 6-1 with Alderman Ferrell casting the "nay" vote. *Proof of Publication of Budget - P 92 A (CNA)*

ADJOURNMENT - 7:45 A.M.

There being no further business to discuss, MOTION made by Alderman Fisher and SECONDED BY Alderman Lott to recess until September 19, 1995, 7:00 P.M. MOTION CARRIED UNANIMOUSLY

APPROVED:

Rosemary Aultman
Rosemary Aultman, Mayor

September 15, 1995
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

September 15, 1995
Date

SEAL

PASTE AD HERE

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

12-The Clinton News, Thursday, September 28, 1995

Clinton News
Legals 499

Clinton News
Legals 499

Clinton News
Legals 499

CITY OF CLINTON
GENERAL FUND (001)
Budget of Estimated Revenues and Expenditures
For the Fiscal Year Ended September 30, 1996

	1995-96 Budget as Adopted	1994-95 Budget as Amended
REVENUES		
Licenses and permits	\$ 537,200	\$ 573,200
Intergovernmental revenues	2,582,300	2,664,897
Charges for services	3,050	2,550
Fines and forfeitures	195,025	179,025
Interest earned	28,000	23,000
Miscellaneous	730,100	204,500
Total from all sources, other than taxation	4,075,675	3,647,172
Beginning cash and investment balance	590,801	751,270
Total receipts other than ad valorem tax	4,666,476	4,398,442
Amount to be raised by ad valorem tax	2,796,005	2,470,382
Total Revenues From All Sources	\$ 7,462,481	\$ 6,868,824

EXPENDITURES

General Government:

Administration (040):		
Personal services	\$ 414,429	\$ 406,246
Operating supplies	32,300	44,900
Other services and charges	136,240	138,140
Capital outlay	13,000	14,400
Total administration	595,969	603,686
Planning and zoning (090):		
Other services and charges	16,500	12,100
Total General Government Expenditures	612,469	615,786

Public Safety:

Police (105):		
Personal services	1,442,853	1,338,112
Operating supplies	124,194	137,444
Other services and charges	167,430	163,980
Capital outlay	76,465	99,013
Total police expenditures	1,810,942	1,738,549

CITY OF CLINTON
GENERAL FUND (001)
Budget of Estimated Revenues and Expenditures
For the Fiscal Year Ended September 30, 1996

EXPENDITURES (Cont'd)

Public Safety:

Fire (160):		
Personal services	1,377,645	1,266,605
Operating supplies	46,650	44,966
Other services and charges	177,140	161,518
Capital outlay	23,000	36,316
Debt service	32,540	32,540
Emergency medical services	6,348	6,348
Total fire expenditures	1,663,323	1,548,293
Total Public Safety Expenditures	3,474,265	3,286,842

Public Works:

Inspection (180):		
Personal services	41,763	40,770
Operating supplies	1,000	900
Other services and charges	10,760	9,210
Total inspection expenditures	53,523	50,880

Street (215):

Personal services	421,190	403,922
Operating supplies	1,520,765	1,042,036
Other services and charges	276,330	251,055
Capital outlay	33,500	47,900

Miscellaneous equipment
Other

Total expenditures
Ending cash and investment balance

Total Expenditures and Ending Balance

CITY OF CLINTON
GENERAL OBLIGATION BOND AND INTEREST FUND
Budget of Estimated Revenues and Expenditures
For the Fiscal Year Ended September 30, 1995

REVENUES

Interest earned
Total from all sources, other than taxation
Beginning cash and investment balance
Total Revenues From All Sources

EXPENDITURES

Debt service:

Bonds
Interest
Total debt service

Transfers and Other Charges:
Transfer to general fund

Total expenditures
Ending cash and investment balance

Total Expenditures and Ending Balance

CITY OF CLINTON
CLINTON PUBLIC SCHOOL DISTRICT BOND AND INTEREST FUND
Budget of Estimated Revenues and Expenditures
For the Fiscal Year Ended September 30, 1995

REVENUES

Interest earned
Prior year's taxes
Total from all sources, other than taxation
Beginning cash and investment balance

Total receipts other than ad valorem tax

Ad valorem taxes required by levy:
Real and personal
Automobile
Less commissions paid for collection

Total ad valorem taxes required by levy

Total Revenues From All Sources

EXPENDITURES

Debt service:

Bonds
Interest

Total expenditures
Ending cash and investment balance

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CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1996

1995-96
 Budget as
 Proposed

REVENUES

Licenses and permits	\$ 537,200
Intergovernmental revenues	2,582,300
Charges for services	3,050
Fines and forfeitures	195,025
Interest earned	28,000
Miscellaneous	730,100
Total from all sources, other than taxation	4,075,675
Beginning cash and investment balance	590,801
Total receipts other than ad valorem tax	4,666,476
Amount to be raised by ad valorem tax	2,796,005
Total Revenues From All Sources	\$ 7,462,481

EXPENDITURES

General Government:	
Administration (040):	
Personal services	\$ 414,429
Operating supplies	32,300
Other services and charges	136,240
Capital outlay	13,000
Total administration	595,969
Planning and zoning (090):	
Other services and charges	16,500
Total General Government Expenditures	612,469
Public Safety:	
Police (105):	
Personal services	1,442,853
Operating supplies	124,194
Other services and charges	167,430
Capital outlay	76,465
Total police expenditures	1,810,942

CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1996

1995-96
 Budget as
 Proposed

EXPENDITURES (Cont'd)

Public Safety:

Fire (160):

Personal services	1,377,645
Operating supplies	46,650
Other services and charges	177,140
Capital outlay	23,000
Debt service	32,540
Emergency medical services	6,348

Total fire expenditures	1,663,323
-------------------------	-----------

Total Public Safety Expenditures

3,474,265

Public Works:

Inspection (180):

Personal services	41,763
Operating supplies	1,000
Other services and charges	10,760

Total inspection expenditures	53,523
-------------------------------	--------

Street (215):

Personal services	421,190
Operating supplies	1,520,765
Other services and charges	276,330
Capital outlay	33,500
Debt service	12,075

Total street expenditures	2,263,860
---------------------------	-----------

Total Public Works Expenditures

2,317,383

Culture and Recreation:

Parks and recreation (305):

Personal services	236,564
Operating supplies	40,750
Other services and charges	56,250
Parks repair and maintenance	58,500
Capital outlay	49,900
Debt service	14,513

Total parks and recreation expenditures	456,477
---	---------

CITY OF CLINTON
GENERAL FUND (001)
Budget of Estimated Revenues and Expenditures
For the Fiscal Year Ended September 30, 1996

1995-96
Budget as
Proposed

EXPENDITURES (Cont'd)

Culture and Recreation:

Library (350):

Personal services	16,872
Operating supplies	5,300
Other services and charges	4,300
Capital outlay	5,400

Total library expenditures	31,872
----------------------------	--------

Total Culture and Recreation Expenditures

488,349

Economic Development:

Operating supplies	750
Other services and charges	82,750
Capital outlay	2,500

Total Economic Development Expenditures	86,000
---	--------

Transfers and Other Charges

72,785

Total expenditures

7,051,251

Ending cash and investment balance

411,230

Total Expenditures and Ending Balance

\$ 7,462,481
=====

CITY OF CLINTON
SPECIAL LAW ENFORCEMENT FUND (110)
Budget of Estimated Revenues and Expenditures
For the Fiscal Year Ended September 30, 1996

1995-96
Budget as
Proposed

REVENUES

Receipts from State of Mississippi	\$	0
Interest earned		90

Total from all sources, other than taxation		90
Beginning cash and investment balance		1,846

Total Revenues From All Sources	\$	1,936
		=====

EXPENDITURES

Operating supplies:		
Miscellaneous supplies	\$	500
Miscellaneous equipment		1,000
Other		200

Total expenditures		1,700
Ending cash and investment balance		236

Total Expenditures and Ending Balance	\$	1,936
		=====

CITY OF CLINTON
GENERAL OBLIGATION BOND AND INTEREST FUND (200)
Budget of Estimated Revenues and Expenditures
For the Fiscal Year Ended September 30, 1996

1995-96
Budget as
Proposed

REVENUES

Interest earned	\$ 0
Total from all sources, other than taxation	0
Beginning cash and investment balance	74
Total Revenues From All Sources	\$ 74

EXPENDITURES

Debt service:	
Bonds	\$ 0
Interest	0
Total debt service	0
Transfers and Other Charges:	
Transfer to general fund	0
Total expenditures	0
Ending cash and investment balance	74
Total Expenditures and Ending Balance	\$ 74

CITY OF CLINTON
 CLINTON PUBLIC SCHOOL DISTRICT BOND AND INTEREST FUND (220)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1996

	1995-96 Budget as Proposed
<u>REVENUES</u>	
Interest earned	\$ 5,000
Prior year's taxes	6,000
Total from all sources, other than taxation	11,000
Beginning cash and investment balance	64,447
Total receipts other than ad valorem tax	75,447
Ad valorem taxes required by levy:	
Real and personal	422,625
Automobile	121,464
Less commissions paid for collection	(8,186)
Total ad valorem taxes required by levy	535,903
Total Revenues From All Sources	\$ 611,350
<u>EXPENDITURES</u>	
Debt service:	
Bonds	\$ 220,000
Interest	268,180
Total expenditures	488,180
Ending cash and investment balance	123,170
Total Expenditures and Ending Balance	\$ 611,350

CITY OF CLINTON
 PARKS AND RECREATION BOND AND INTEREST FUND (230)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1996

1995-96
 Budget as
 Proposed

REVENUES

Interest earned	\$ 60
Homestead exemption reimbursement	2,200
Prior year's taxes	1,000
Total from all sources, other than taxation	3,260
Beginning cash and investment balance	7,597
Total receipts other than ad valorem tax	10,857
Ad valorem taxes required by levy:	
Real and personal	84,756
Automobile	26,911
Less commissions paid for collection	(1,769)
Total ad valorem taxes required by levy	109,898
Total Revenues From All Sources	\$ 120,755

EXPENDITURES

Debt service:	
Bonds	\$ 80,000
Interest	34,170
Total expenditures	114,170
Ending cash and investment balance	6,585
Total Expenditures and Ending Balance	\$ 120,755

CITY OF CLINTON
POLICE/COURTROOM FACILITY BOND AND INTEREST FUND (240)
Budget of Estimated Revenues and Expenditures
For the Fiscal Year Ended September 30, 1996

	1995-96 Budget as Proposed
REVENUES	
Transfer from general fund	\$ 52,385
Total from all sources, other than taxation	52,385
Beginning cash and investment balance	11
Total Revenues From All Sources	\$ 52,396
EXPENDITURES	
Debt service:	
Bonds	\$ 35,000
Interest	17,385
Total expenditures	52,385
Ending cash and investment balance	11
Total Expenditures and Ending Balance	\$ 52,396

CITY OF CLINTON
 CAPITAL PROJECTS - PARKS AND RECREATION (351)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1996

1995-96
 Budget as
 Proposed

REVENUES

Interest earned	\$ 1,200
State of Mississippi	0
Total from all sources, other than taxation	1,200
Beginning cash and investment balance	88,839
Total Revenues From All Sources	\$ 90,039

EXPENDITURES

Capital improvements:	
Renovate two existing adult SB fields	\$ 0
Tennis courts, rep, rehab, concessions	21,000
Restrooms	15,000
Fitness trail	0
Renovate three youth flds water svc	3,500
Northside Park	9,339
Total capital improvements	48,839
Construction contracts:	
Soccer fields & youth 4-plex	0
Park South I-20	40,000
Total construction contracts	40,000
Engineering and other	0
Total expenditures	88,839
Ending cash and investment balance	1,200
Total Expenditures and Ending Balance	\$ 90,039

CITY OF CLINTON
WATER AND SEWER OPERATIONS FUND (400)
Budget of Estimated Revenues and Expenditures
For the Fiscal Year Ended September 30, 1996

1995-96
Budget as
Proposed

REVENUES

Water sales	\$ 1,805,000
Sewer service charges	885,000
Fees and service charges	111,500
Interest	28,000
Proceeds from MS SRF loan	0
Net proceeds from issuance of bonds	0
Other	0
Total from all sources, other than taxation	2,829,500
Beginning cash and investment balance	1,657,027
Total Revenues From All Sources	\$ 4,486,527

EXPENDITURES

Personal services	\$ 771,695
Operating supplies	924,000
Other services and charges	1,096,226
Capital outlay	374,803
Debt service	802,535
Total expenditures	3,969,259
Ending cash and investment balance	517,268
Total Expenditures and Ending Balance	\$ 4,486,527

CITY OF CLINTON
GARBAGE COLLECTION FUND (450)
Budget of Estimated Revenues and Expenditures
For the Fiscal Year Ended September 30, 1996

	1995-96 Budget as Proposed
<u>REVENUES</u>	
Refuse collection charges	\$ 570,000
Interest earned	800
Total from all sources, other than taxation	570,800
Beginning cash and investment balance	32,000
Total Revenues From All Sources	\$ 602,800
<u>EXPENDITURES</u>	
Other services and charges:	
Motor vehicle repair parts/sup	\$ 2,000
Equipment repair & maintenance	2,000
Garbage collection contract	524,000
Total other services and charges	528,000
Capital outlay:	
Machinery and equipment	21,000
Total expenditures	549,000
Ending cash and investment balance	53,800
Total Expenditures and Ending Balance	\$ 602,800

CITY OF CLINTON
 POLICE AND FIRE RETIREMENT FUND (600)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1996

1995-96
 Budget as
 Proposed

REVENUES

Interest earned	\$ 100
Homestead reimbursement	1,200
Total from all sources, other than taxation	1,300
Beginning cash and investment balance	0
Total receipts other than ad valorem tax	1,300
Ad valorem taxes required by levy:	
Real and personal	86,123
Automobile	27,346
Less commissions paid for collection	(1,798)
Total ad valorem taxes required by levy	111,671
Total Revenues From All Sources	\$ 112,971

EXPENDITURES

Other services and charges:	
Public employees' retirement	\$ 112,971
Total expenditures	112,971
Ending cash and investment balance	(0)
Total Expenditures and Ending Balance	\$ 112,971

CITY OF CLINTON
UNEMPLOYMENT COMPENSATION REVOLVING FUND (603)
Budget of Estimated Revenues and Expenditures
For the Fiscal Year Ended September 30, 1996

1995-96
Budget as
Proposed

REVENUES

Interest earned	\$ 280
Total from all sources, other than taxation	280
Beginning cash and investment balance	17,380
Total Revenues From All Sources	\$ 17,660

EXPENDITURES

Other services and charges:	
Payment of unemployment claims	\$ 3,000
Total expenditures	3,000
Ending cash and investment balance	14,660
Total Expenditures and Ending Balance	\$ 17,660

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
THE 1995-1996 BUDGET

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

Section 1: That for the Fiscal Year 1995-1996, 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 Revenue purposes -	
Levied under Section 27-39-307 MS Code of 1972.....	30.12
For Parks and Recreation Bond and Interest Fund.....	1.24
For Firemen and Policemen Disability and Relief Fund -	
Levied under Chapter 511, General Laws, 1987,	
Senate Bill 2602.....	1.26
Total Levied for Municipal Purposes.....	32.62

Section 2: That for the Fiscal Year 1995-1996, 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.....	43.00
For School Bond and Interest Fund - City, Section 37-59-3.....	4.62
For School Bond and Interest Fund - District, Section 37-59-3.....	8.14
For Debt Service - Notes and Certificates, Section 37-59-101.....	1.18
Total Levied for School District Purposes.....	56.94
Grand Total for Municipal and School District Purposes.....	89.56

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:

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 Gultman
Rosemary Gultman, Mayor

September 15, 1995
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk
and Tax Collector

September 15, 1995
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, 1995.

Witness my signature and Official Seal of Office on this the 15th day of September, 1995.

Nelson Byrd
Nelson Byrd, City Clerk

**RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 19, 1995 - 7 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

The Mayor and Board of Aldermen of the City of Clinton met in Recessed Meeting at 7 P.M., at the Municipal Courtroom, 305 Monroe Street, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Recessed Meeting of September 15, 1995, as found on Page 92 of this Minute Book X.

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderman Todd followed by the Pledge of Allegiance to the Flag led by Alderman Fisher.

ROLL CALL - City Clerk Nelson Byrd

Present - Jehu Brabham - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Ben Todd - Alderman Ward 3
Phil Fisher - Alderman Ward 4
Herb Touchton - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Rosemary Aultman - Presiding
City Attorney Ken Dreher
City Clerk Nelson Byrd

Absent - Rodney DePriest - Alderman Ward 2

APPROVAL OF CONSENT AGENDA ITEMS A-X:

MOTION made by Alderman Lott and **SECONDED** by Alderman Todd to approve Consent Agenda Items A-X as listed on pages 110-111 of this Minute Book X, noting that Consent Agenda Item B, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in items D, E, G, & J are on file in the Office of the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

PUBLIC HEARING - UNKEPT LOTS

All lots listed in agenda item 7 having been discussed at the September 5, 1995, Board Meeting noting that lots at 126 Fairmont Street, 316 Avondale Drive, and Easthaven Subdivision Part 5 were previously reported as having been cleaned, no Board action was required. Public Works Director Alderman stated that the lot at 1741 Clinton-Raymond Road has been cleaned and requires no Board action. Public Works Director Alderman reported that he had discussed parcel 2861-93 with Mr. McRaney and was assured that said parcel will be cut by September 22, 1995, thus requiring no Board action. Public Works Director Alderman reported that the lot on Lindale Street was cut today by City crews and a bill will be brought to the next Board Meeting for adjudication to the tax roll.

LEASE PURCHASE FOR P&R MOWER APPROVED

As shown by proof of publication found on page 112 of this Minute Book X that sealed bids would be received for one front deck rotary mower for the parks and recreation department, said bids were received on September 12, 1995, as shown by bid tabulation found on page 113 of this Minute Book X. **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to adopt that resolution found on pages 114-116 of this Minute Book X authorizing and approving execution of an equipment lease-purchase agreement with First Continental Leasing and additionally approve the actual lease-purchase agreement. Agreement attachments are found on pages 117-128 of this Minute Book X. **MOTION CARRIED UNANIMOUSLY.**

Later in the meeting City Attorney Dreher requested the Board to actually go back and accept the lowest and best bid for documentation. **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to accept the best bid of \$14,833.00 as presented by Delta States Turf. It was noted that the bid of Mississippi Gravelly Sales and Service, Inc., did not meet the bid specifications. **MOTION CARRIED UNANIMOUSLY.**

GARBAGE DISPOSAL CONTRACT WITH TRASH HUNTERS APPROVED

MOTION made by Alderman Touchton and **SECONDED** by Alderman Lott to approve that contract found on pages 129-143 of this Minute Book X with Trash Hunters for garbage disposal beginning October 1, 1995 ^{cmf} through September 30, 1998 with an option to renew for an additional three years at the expiration of this contract. **MOTION CARRIED UNANIMOUSLY.**

EASEMENT GRANTED TO ALLOW LOGAN TO DISCHARGE INTO ROADSIDE DITCH ON PINEHAVEN

Acting upon the request of City Engineer Broome to grant Mr. Logan of 100 Linda Drive an easement to discharge treated wastewater into the roadside ditch on Pinehaven Drive noting that the Hinds County Sanitarian has recommended this type system which requires said roadside ditch for the Health Department to approve installation of the recommended septic system, **MOTION** made by Alderman Ferrell and **SECONDED** by Alderman Brabham to approve said discharge into the Pinehaven Road ditch. **MOTION CARRIED UNANIMOUSLY.**

FREEMAN AUTHORIZED TO WORK WITH CLINTON YOUTH FOOTBALL ASSOCIATION

MOTION made by Alderman Brabham and **SECONDED** by Alderman Touchton authorizing Parks and Recreation Director Freeman to move forward with the Youth Football Association in developing policies and procedures for sanctioning of a youth football program. **MOTION CARRIED UNANIMOUSLY.**

ADOPTION OF 1994-95 AMENDED BUDGET

MOTION made by Alderman Todd and **SECONDED** by Alderman Fisher to approve the revised 1994-95 amended budget as presented. **MOTION CARRIED UNANIMOUSLY.** Copy of said budget may be found on pages 144-156 of this Minute Book X.

ADJOURNMENT - 7:35 P.M.

There being no further business to discuss, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Todd to adjourn. **MOTION CARRIED UNANIMOUSLY.**

Copy of Agenda may be found on Pages 110-111 of this Minute Book X.

APPROVED: Rosemary J. Quetman October 2, 1995
Rosemary Quetman, Mayor Date

ATTEST: Nelson Byrd October 2, 1995
Nelson Byrd, City Clerk Date

SEAL

8

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

NOTICE TO RECEIVE BIDS
The City of Clinton Parks and Recreation Department is accepting sealed bids for One (1) Front-Deck Rotary Mower. Bids will be for a lease-option program. Specifications may be picked up at the Parks and Recreation office at 200 Soccer Row, Clinton, MS or phone 601-924-6082. Sealed bids can be mailed to the office of the City Clerk, P.O. Box 156, Clinton, MS 39060, or taken to City Hall. Bids will be accepted until 10:00 A.M. on 9-12-95 and opened immediately thereafter in the office of the City Clerk. The City of Clinton reserves the right to reject any and/or all bids.
David K. Freeman, Director
City of Clinton Parks and Recreation
Nelson Byrd, City Clerk
City of Clinton
August 23, 30, 1995

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

Shirley Waits,

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:

Date August 23, 19 95

Date August 30, 19 95

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines/Words 28/132

Published 2 Times

Total \$ 19.16

Signed Shirley Waits

Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 30 day of August, 19 95.

My Commission Expires:

Marie Mills
Notary Public

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE.
MY COMMISSION EXPIRES: Nov. 8, 1996.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

(SEAL)

8.

BID OPENING REPORT

Project: Parker & Rec.
Front Deck Rotary Mower

Bid Date: 9-12-95 at 10:00 a.m.

Location: City Hall
300 Jefferson Street
Clinton, MS 39056

Owner: City of Clinton

Engineer: _____ Pre Bid Estimate: _____

BIDDER	CASH PRICE		BID # 1		BID # 2		TOTAL BASE BID & ALTERNATIVES
	4 WHEEL DRIVE GRASSMOWER	2 W H. DRIVE GRASSMOWER	36 Mo. LEASE GRASSMOWER	36 Mo. LEASE GRASSMOWER	36 Mo. LEASE GRASSMOWER	COST TO GET TITLE END OF LEASE GRASSMOWER	
Delta States Turf	14,833.00	12,403.00	393.00/Mo 469.00/Mo.	—	—	-0-	
Derrinney Eq.	16,143.00	—	No BID	—	—	N/A	
McNEIL TRACTOR	NO	BID	—	—	—	—	
Does Not Meet Specs - MS. GRAVELLY SALES	14,187.00	12,357.00	David Freeman 374.48 426.37	—	—	-0-	
						-0-	
							8.

The above bid amounts have not been checked. The bid totals are subject to correction after the bids have been completely reviewed.

Signed: Nelson Byrd, City Clerk
Date: 9-12-95

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
FIRST CONTINENTAL LEASING, A DIVISION OF BANK OF MISSISSIPPI
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of City of Clinton, Mississippi (the "Lessee"), acting for and on behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with First Continental Leasing, a division of Bank of Mississippi (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;
2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 5 years;
3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and
4. It is necessary for the Lessee to approve and authorize the Agreement.
5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and MAYOR ROSEMARY AULTMAN (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 1995.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business

carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 1995, Lessee has designated \$ 1,014,387.21 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 1995 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 1995 will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, ALDERMAN BRABHAM moved that the foregoing resolution be adopted, ALDERMAN FISHER seconded the motion for its adoption. The MAYOR put the question to a roll call vote and the result was as follows:

<u>ALD. BRABHAM</u>	Voted: <u>AYE</u>
<u>✓ FERRELL</u>	Voted: <u>AYE</u>
<u>✓ TODD</u>	Voted: <u>AYE</u>
<u>✓ FISHER</u>	Voted: <u>AYE</u>
<u>✓ TOUCHTON</u>	Voted: <u>AYE</u>
<u>✓ LOTT</u>	Voted: <u>AYE</u>

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 19th day of SEPTEMBER, 19 95.

Rosemary S. Guetman Mayor
(presiding officer) Title

ATTEST:

Nelson Byrd

(S E A L)

Pyle, Dreher, Mills & Dye, P.A.

ATTORNEYS AT LAW

775 WOODLANDS PARKWAY, SUITE 100
RIDGELAND, MISSISSIPPI 39157

Kenneth R. Dreher

Mailing Address:
P.O. Box 23004
Jackson, Mississippi 39225-3004
Telephone:
(601) 957-2600
Telecopier:
(601) 957-7440

September 19, 1995

First Continental Leasing
a division of Bank of Mississippi
P. O. Box 15097
Hattiesburg, MS 39404-5097

**RE: Lease-Purchase of Equipment
by City of Clinton, Mississippi
Schedule No. 04**

Ladies and Gentlemen:

Pursuant to your request, we hereby render the following opinion regarding the Equipment Lease-Purchase Agreement (the "Agreement") between City of Clinton, Mississippi (the "Lessee") and the Mayor and Board of Aldermen (the "Governing Body") and First Continental Leasing, a division of Bank of Mississippi (the "Lessor") dated April 6, 1993.

We have acted as counsel to the Lessee and the Governing Body with respect to certain legal matters pertaining to the Agreement, and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the Governing Body of the Lessee and other instruments of public officials, Lessee, and other persons as we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that:

1. Lessee and the Governing Body have full power, authority and legal right to execute, deliver and perform the terms of the Agreement. The Agreement has been duly authorized by all necessary action on the part of Lessee and the Governing Body and any other governing authority and does not require the approval of, or the giving of notice to any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound.

2. The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

Pyle, Dreher, Mills & Dye, P.A.

First Continental Leasing
a division of Bank of Mississippi
September 19, 1995
Page 2

3. All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with, and all rentals will be paid out of funds which are legally available for such purposes.

4. With respect to the tax-exempt status of the interest portion of rental payments under the Agreement, under present law:

(a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings hereunder.

(b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury Regulations and rulings thereunder.

5. There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction and the opinions expressed herein are for the sole benefit of, and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without our prior written consent.

Sincerely,

PYLE, DREHER, MILLS & DYE, P.A.


Kenneth R. Dreher

KRD/mmh

Part I Reporting AuthorityCheck box if Amended Return ▶ ☐

1 Issuer's name
City of Clinton

2 Issuer's employer identification number
64:6000260

3 Number and street (or P.O. box if mail is not delivered to street address)
P. O. Box 156

Room/suite

4 City, town, state, and ZIP code
Clinton, MS 39060

Part II Description of Obligations

5 Issue price of small tax-exempt governmental obligations reported on this form.

6 Check the box that most nearly approximates the weighted average maturity of the obligation(s):
a ☒ Less than 5 years
b ☐ From 5 to 10 years
c ☐ More than 10 years

7 Check the box that most nearly approximates the weighted average interest rate on the obligation(s):
a ☐ Less than 5%
b ☒ From 5% to 10%
c ☐ More than 10%

8 Total issue price of the obligation(s) reported on line 5 that is/are:

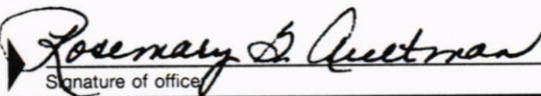
a Obligation(s) issued in the form of a lease or installment sale
b Obligation(s) designated by the issuer under section 265(b)(3)(B)(i)(III)
c Obligation(s) issued to refund prior issues
d Loans made from the proceeds of another tax-exempt obligation

9 Check box if issuer has elected to pay a penalty in lieu of rebate ☐

5	14,833.00
8a	14,833.00
8b	
8c	
8d	

Please Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.


Signature of officer

10/2/95
Date

ROSEMARY AULTMAN, MAYOR
Type or print name and title

General Instructions
(Section references are to the Internal Revenue Code unless otherwise noted.)
Paperwork Reduction Act Notice
We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.
The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:
Learning about the law or the form 1 hr., 40 min.
Preparing the form 2 hr., 44 min.
Copying, assembling, and sending the form to the IRS 16 min.
If you have comments concerning the accuracy of these time estimates or suggestions for making this form more simple, we would be happy to hear from you.

You can write to both the Internal Revenue Service, Attention: Reports Clearance Officer, T:FP, Washington, DC 20224; and the Office of Management and Budget, Paperwork Reduction Project (1545-0720), Washington, DC 20503. DO NOT send the form to either of these offices. Instead, see Where To File on page 2.
Purpose of Form
Form 8038-GC is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.
Who Must File
Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file **Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.**

Filing a separate return.—Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000. However, an issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see line 9 instructions).
Filing a consolidated return.—For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one, consolidated Form 8038-GC; but a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

UNIFORM COMMERCIAL CODE-FINANCING STATEMENT-UCC-1

(USE UCC-1F for FARM PRODUCTS)

INSTRUCTIONS (Items marked * are optional):

- PLEASE TYPE.
- List exact name of business and, if individual, list LAST name of debtors first.
- Please verify and enter Social Security number for each debtor. Businesses list tax I.D. numbers.
- Please check debtor type P if individual and C if commercial (commercial includes sole proprietorship).
- List complete address to include county code and nine-digit zip code.
- If collateral is fixtures, or will be fixtures when installed, or covers minerals or standing timber, a legal description of real estate and name of record owner or lessee are required.
- If collateral is fixtures, or will be fixtures when installed, or covers minerals or standing timber, a legal description of real estate and name of record owner or lessee are required.
- County codes should be included and are listed on the back of form.
- If space provided for any item(s) is inadequate, the item(s) should be continued on Form UCC-E.
- Submit completed form in triplicate with appropriate filing fee to Secretary of State UCC Division, P.O. Box 136, Jackson, MS 39205-0136 and/or Chancery Clerk of proper county.

This Financing Statement is presented to the Filing Officer pursuant to the Uniform Commercial Code. UCC-1
STATE OF MISSISSIPPI

1. Debtor(s)

City of Clinton
Debtor (Last Name First)/Business Name
P. O. Box 156
Mailing Address
Clinton, MS
City
64-6000260
State *County Code Zip
*Type of Debtor: P C
*Tax ID/S.S.#

Debtor (Last Name First)/Business Name
Mailing Address
City State *County Code Zip
*Type of Debtor: P C
*Tax ID/S.S.#

2. Secured Party

First Continental Leasing, a division of
Secured (Last Name First)/Business Name
Bank of Mississippi
P. O. Box 15097
Address
Hattiesburg, MS
City
State *County Code Zip
*Type of Secured: P C
*Tax ID/S.S.#

3. Assignee

Assignee (Last Name First)/Business Name
Address
City State *County Code Zip
*Type of Assignee: P C
*Tax ID/S.S.#

4. This Financing Statement covers the following types (or items) of property:

The machinery and equipment described on Exhibit "A" attached hereto and made a part hereof, and all parts, accessories, attachments, additions and replacements therefor wherever located, whether now owned or hereafter acquired and the cash and non-cash proceeds thereof, including insurance proceeds therefor (collectively the "Equipment"). The Equipment covered hereby is the subject of an Equipment Lease-Purchase Agreement dated as of 4-6-93 between Debtor, as Lessee, and Secured Party, as Lessor.

FOR FILING OFFICE USE ONLY

Debtor #
Secasn #

5. Check ☒ if this statement is filed without the Debtor's signature to perfect a security interest in collateral:

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state.
- ☐ which is proceeds if the security interest in the original collateral was perfected.
- ☐ where the original filing has lapsed.
- ☐ acquired after a change of name, identity, or corporate structure of the Debtor.
- ☐ if lien to secure payment of royalty proceeds (effective 1 year).

6. Check ☒ if covered: ☐ Products of collateral.

8. Financing Statement is filed with:

City of Clinton
Rosemary D. Clinton
Signature(s) of Debtor(s)

7. Number of additional sheets attached:

First Continental Leasing, a
division of Bank of Mississippi

Signature(s) of Secured Party(ies)
(required only when filed without Debtor signature)

UCC-1 Approved for Use by The Secretary of State of Mississippi 11/01/86

a) Filing Officer Copy-Alphabetical
120

UNIFORM COMMERCIAL CODE-FINANCING STATEMENT-UCC-1

(USE UCC-1F for FARM PRODUCTS)

INSTRUCTIONS (Items marked * are optional):

- PLEASE TYPE.
- List exact name of business and, if individual, list LAST name of debtors first.
- Please verify and enter Social Security number for each debtor. Businesses list tax I.D. numbers.
- Please check debtor type P if individual and C if commercial (commercial includes sole proprietorship).
- List complete address to include county code and nine-digit zip code.
- If collateral is fixtures, or will be fixtures when installed, or covers minerals or standing timber, a legal description of real estate and name of record owner or lessee are required.
- County codes should be included and are listed on the back of form.
- If space provided for any item(s) is inadequate, the item(s) should be continued on Form UCC-E.
- Submit completed form in triplicate with appropriate filing fee to Secretary of State UCC Division, P.O. Box 136, Jackson, MS 39205-0136 and/or Chancery Clerk of proper county.

This Financing Statement is presented to the Filing Officer pursuant to the Uniform Commercial Code. UCC-1
STATE OF MISSISSIPPI

1. Debtor(s)

City of Clinton

Debtor (Last Name First)/Business Name

P. O. Box 156

Mailing Address

Clinton, MS

City

State

*County Code

Zip

64-6000260

*Type of Debtor:

P

C

*Tax ID/S.S.#

Debtor (Last Name First)/Business Name

Mailing Address

City

State

*County Code

Zip

*Type of Debtor:

P

C

*Tax ID/S.S.#

2. Secured Party

First Continental Leasing, a division of

Bank of Mississippi

Secured (Last Name First)/Business Name

P. O. Box 15097

Address

Hattiesburg, MS

City

State

*County Code

Zip

*Type of Secured:

P

C

*Tax ID/S.S.#

3. Assignee

of

Assignee (Last Name First)/Business Name

Address

City

State

*County Code

Zip

*Type of Assignee:

P

C

*Tax ID/S.S.#

4. This Financing Statement covers the following types (or items) of property:

The machinery and equipment described on Exhibit "A" attached hereto and made a part hereof, and all parts, accessories, attachments, additions and replacements therefor wherever located, whether now owned or hereafter acquired and the cash and non-cash proceeds thereof, including insurance proceeds therefor (collectively the "Equipment"). The Equipment covered hereby is the subject of an Equipment Lease-Purchase Agreement dated as of 4-6-93 between Debtor, as Lessee, and Secured Party, as Lessor.

FOR FILING OFFICE USE ONLY

Debtor #
Secasn #**5. Check ☒ if this statement is filed without the Debtor's signature to perfect a security interest in collateral:**

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state or when Debtor's location was changed to this state.
- ☐ which is proceeds if the security interest in the original collateral was perfected.
- ☐ where the original filing has lapsed.
- ☐ acquired after a change of name, identity, or corporate structure of the Debtor.
- ☐ if lien to secure payment of royalty proceeds (effective 1 year).

6. Check ☒ if covered: ☐ Products of collateral.**8. Financing Statement is filed with:**

***** City of Clinton

Rosemary S. Aultman

Signature(s) of Debtor(s)

7. Number of additional sheets attached:First Continental Leasing, a
division of Bank of Mississippi

Signature(s) of Secured Party(ies)

(required only when filed without Debtor signature)

a) Filing Officer Copy-Alphabetical

UCC-1 Approved for Use by The Secretary of State of Mississippi 11/01/86

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SPECIAL STIPULATIONS

LESSOR: First Continental Leasing
a division of Bank of Mississippi
P. O. Box 15097
302 Second Avenue
Hattiesburg, MS 39404-5097

By: _____

Title: _____

Date: _____

LESSEE: City of Clinton, Mississippi
P. O. Box 156
Clinton, MS 39060

By: Rosemary G. Auetman
Title: Mayor
Date: 10/2/95

---NONE---

EXHIBIT A

EQUIPMENT LEASE SCHEDULE

Lease Schedule Number 04

This Lease Schedule to the Equipment Lease-Purchase Agreement dated as of April 6, 1993 (the "Agreement") between First Continental Leasing, a division of Bank of Mississippi, a Mississippi Corporation (the "Lessor") and City of Clinton, Mississippi (the "Lessee"), acting by and through the Mayor and Board of Aldermen, the Governing Body of the Lessee, is made as of this date.

1. Description of the Equipment. The quantity, item, manufacturer, and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B-1" attached hereto and made a part hereof.

2. Location of the Equipment. The Equipment is to be located and delivered to Lessee's premises at CLINTON, MS.

3. Original Rental Term. The term of the Agreement shall be 36 months.

4. Rental Payments. The Lessee agrees to pay the Lessor the original cost of \$14,833.00 for the Equipment hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of 5.49 percent per annum as provided thereby.

5. This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement.

DATED, this the 2nd day of October, 19 95.

LESSOR:

LESSEE:

First Continental Leasing, a
division of Bank of Mississippi

City of Clinton, Mississippi

By: _____

By: Rosemary G. Quetman

Title: _____

Title: MayorEXHIBIT B

EQUIPMENT DESCRIPTION

- 1 T4220 4WD Turfcut
- 1 72" Side Discharge Deck
- 1 2-Piece Seat
- 1 Rear Anti-Scalp Casters
- 1 4 Post ROPS, Canopy, SeatBelt
- 1 Battery

EXHIBIT B-1

124

Lender: FIRST CONTINENTAL LEASING
Customer: Madison Co.

Interest Rate: 5.4900% (Monthly) /

Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Net Balance
9/15/95	445.79	445.79	0.00	14,387.21	0.00	14,387.21
10/15/95	445.79	379.97	65.82	14,007.24	0.00	14,007.24
11/15/95	445.79	381.71	64.08	13,625.54	0.00	13,625.54
12/15/95	445.79	383.45	62.34	13,242.08	0.00	13,242.08
1995	1,783.16	1,590.92	192.24			
1/15/96	445.79	385.21	60.58	12,856.88	0.00	12,856.88
2/15/96	445.79	386.97	58.82	12,469.91	0.00	12,469.91
3/15/96	445.79	388.74	57.05	12,081.17	0.00	12,081.17
4/15/96	445.79	390.52	55.27	11,690.65	0.00	11,690.65
5/15/96	445.79	392.30	53.48	11,298.35	0.00	11,298.35
6/15/96	445.79	394.10	51.69	10,904.25	0.00	10,904.25
7/15/96	445.79	395.90	49.89	10,508.34	0.00	10,508.34
8/15/96	445.79	397.71	48.08	10,110.63	0.00	10,110.63
9/15/96	445.79	399.53	46.26	9,711.10	0.00	9,711.10
10/15/96	445.79	401.36	44.43	9,309.74	0.00	9,309.74
11/15/96	445.79	403.20	42.59	8,906.54	0.00	8,906.54
12/15/96	445.79	405.04	40.75	8,501.50	0.00	8,501.50
1996	5,349.47	4,740.59	608.89			
1/15/97	445.79	406.90	38.89	8,094.60	0.00	8,094.60
2/15/97	445.79	408.76	37.03	7,685.84	0.00	7,685.84
3/15/97	445.79	410.63	35.16	7,275.22	0.00	7,275.22
4/15/97	445.79	412.51	33.28	6,862.71	0.00	6,862.71
5/15/97	445.79	414.39	31.40	6,448.32	0.00	6,448.32
6/15/97	445.79	416.29	29.50	6,032.03	0.00	6,032.03
7/15/97	445.79	418.19	27.60	5,613.84	0.00	5,613.84
8/15/97	445.79	420.11	25.68	5,193.73	0.00	5,193.73
9/15/97	445.79	422.03	23.76	4,771.70	0.00	4,771.70
10/15/97	445.79	423.96	21.83	4,347.75	0.00	4,347.75
11/15/97	445.79	425.90	19.89	3,921.85	0.00	3,921.85
12/15/97	445.79	427.85	17.94	3,494.00	0.00	3,494.00
1997	5,349.47	5,007.50	341.98			
1/15/98	445.79	429.80	15.99	3,064.20	0.00	3,064.20
2/15/98	445.79	431.77	14.02	2,632.42	0.00	2,632.42
3/15/98	445.79	433.75	12.04	2,198.68	0.00	2,198.68
4/15/98	445.79	435.73	10.06	1,762.95	0.00	1,762.95
5/15/98	445.79	437.72	8.07	1,325.22	0.00	1,325.22
6/15/98	445.79	439.73	6.06	885.50	0.00	885.50
7/15/98	445.79	441.74	4.05	443.76	0.00	443.76
8/15/98	445.79	443.76	2.03	0.00	0.00	0.00
1998	3,566.32	3,494.00	72.32			
Totals	16,048.42	14,833.00	1,215.42			

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EQUIPMENT ACCEPTANCE NOTICE

TO: First Continental Leasing, a division of Bank of Mississippi

RE: Equipment Lease-Purchase Agreement dated as of April 6, 1993.

City of Clinton, Mississippi (the "Lessee"), acting by and through the Mayor and Board of Aldermen, the Governing Body of the Lessee, hereby acknowledge receipt in good condition and working order of the equipment (the "Equipment") as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof. The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of April 6, 1993 between Lessor and Lessee. Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's(s') invoices for the Equipment and requests that Lessor make payment of such invoices.

Lessee further acknowledges that it selected the Equipment so received. LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE:

City of Clinton, Mississippi

By: Rosemary D. Quetman
Title: Mayor
Date: October 2, 1995

EXHIBIT C

EQUIPMENT DESCRIPTION

- 1 T4220 4WD Turfcut
- 1 72" Side Discharge Deck
- 1 2-Piece Seat
- 1 Rear Anti-Scalp Casters
- 1 4 Post ROPS, Canopy, SeatBelt
- 1 Battery

EXHIBIT C-1

8

FIRST CONTINENTAL LEASING
a division of Bank of Mississippi
P. O. Box 15097
Hattiesburg, MS 39404-5097
601-544-3252

I N V O I C E

(Please return a copy of this invoice with your payment)

September 14, 1995

City of Clinton
P. O. Box 156
Clinton, MS 39060

Master Lease No. 7082, Schedule No. 04

First rental in advance	\$445.79
Total due	\$445.79

This Transfer Station and Disposal Agreement is made as of the 1ST day of OCTOBER by and between The City of Clinton, Mississippi, ("City") and Trash Hunters, Inc., a Mississippi corporation ("Operator").

WHEREAS, Operator presently is in the process of constructing and intends to operate a transfer station located at Country Club Road, Jackson, Mississippi (the "Transfer Station"); and

WHEREAS, Operator presently operates the City of Durant Solid Waste Landfill in Durant, MS (the "Durant Landfill"); and

WHEREAS, City desires to deliver Solid Waste (as hereinafter defined) to the Transfer Station for ultimate disposal at the Durant Landfill and Operator desires to accept at the Transfer Station and transport to the Durant Landfill for ultimate disposal such Solid Waste (as hereinafter defined) which is delivered to the Transfer Station by City during the term of this Agreement all on the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The term of this Agreement shall commence as of the 1st day of October, 1995, and shall continue for the term of three (3) years thereafter, ending on September 30, 1998. By subsequent written agreement executed by both of the parties hereto, the term of this Agreement may be extended for an additional term of three (3) years commencing upon October 1, 1998 and ending September 30, 2001, such additional term to be upon such terms and conditions as the parties hereto shall hereafter agree upon and set forth in such written agreement.

2. Operator shall accept for disposal at the Transfer Station all Solid Waste (as hereafter defined) which is delivered to the Transfer Station by City or haulers under contract with City during the term of this Agreement. "Solid Waste" shall be defined for purposes of this Agreement as any municipal solid waste (as defined under Mississippi law) generated within the City, but shall exclude any Excluded Waste (as hereafter defined). Operator shall handle, transport and deliver such Solid Waste which is delivered to the Transfer Station as is described above to the Durant Landfill or to any other solid waste landfill located in the State of Mississippi selected by Operator in its sole discretion, in accordance with applicable federal, state and local laws, regulations and ordinances. City will use, and will cause any and all contractors or subcontractors engaged by City for the collection of Solid Waste to use, the Transfer Station for disposal of all Residential Solid Waste collected during the term of this Agreement.

3. The tipping fee to be paid by City for the handling, transportation to and disposal of Solid Waste as described in the preceding paragraph shall be as set forth in this and succeeding paragraphs. The tipping fee at the Transfer Station for all Solid Waste which is not Special Waste (as hereinafter defined) shall initially be \$20.25 per ton (the "Base Fee") and the Base Fee shall be subject to increase as hereinafter provided. For the second and third year of the term of this Agreement, the Base Fee shall be increased by sixty five percent (65%) of the increase, if any, in the Consumer Price Index for All Urban Consumers (All Items - U.S. City Average) as published by the U. S. Department of Labor, Bureau of Labor Statistics, ("CPI") during the immediately preceding year as follows, provided that the Base Fee

Landfill, subject, however, in each case to the supervision of federal and state agencies having jurisdiction thereover and in the case of the Durant Landfill, subject to the terms and provisions of the Landfill Operating and Maintenance Agreement dated November 15, 1994 between The City of Durant, Mississippi and Operator. This Agreement is for the performance of specific services as described herein. Under no circumstance or condition shall City or any other person or entity acquire any interest in any of the motor vehicles utilized by Operator in performing the services provided for in this Agreement or in any of the real or personal property or improvements or fixtures at the Transfer Station or the Durant Landfill by virtue of this Agreement without the prior separate written agreement of Operator.

11. Title to all Solid Waste delivered to Operator during the term of this Agreement and in accordance with its terms shall vest in Operator upon delivery of such Waste to the Transfer Station and acceptance of such Waste by Operator. Prior, thereto, title to and liability for the Solid Waste shall be in, and all risks and responsibilities therefore shall be borne by, City. Provided, however, title to and liability for all Excluded Waste shall remain with City at all times, and all risks and responsibilities therefore shall remain with City at all times. If any Excluded Waste is delivered to the Transfer Station by City or its contractors or subcontractors, Operator may in its sole discretion either remove and dispose of the Excluded Waste and charge City for the costs thereof or require City to promptly remove and dispose of the Excluded Waste. Notwithstanding anything in this Agreement to the contrary, Operator has the right to reject or refuse to accept any load of waste delivered to the Transfer Station and/or the Durant Landfill if such load includes any Excluded Waste or if Operator reasonably believes City has breached (or is breaching) or in default of any of its warranties or agreements hereunder. In the event that any waste or other substance accepted at the Transfer Station and/or the Durant Landfill is later determined or defined to be an Excluded Waste, or if the Durant Landfill is later determined to be prohibited from receiving such waste or other substance, then the portion of this Agreement pertaining to such waste or other substance may be immediately terminated by Operator by written notice to City, and Operator may in its sole discretion either remove and dispose of such waste or other substance and charge City for the costs thereof or require City to promptly remove and dispose of the same.

12. The obligations of Operator hereunder are subject to and shall be excused in the event of (i) strikes, riots, wars, acts of God, accidents, (ii) governmental orders, decrees and regulations, or if Operator is for any reason delayed or barred by governmental or judicial action with respect to any operations at the Transfer Station or Durant Landfill, and/or (iii) any other similar or different contingency beyond the reasonable control of Operator.

13. Operator agrees to protect, indemnify, defend and hold harmless City, its present and future officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, damage, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees), arising out of the negligent acts or omissions or the willful misconduct of Operator, its agents and employees, in its operation of the Transfer Station, except for occurrences caused by or arising out of the negligent acts or omissions or the willful misconduct of City, its officials, officers, employees, contractors, subcontractors, agents, representatives and/or assigns.

City agrees to protect, indemnify, defend and hold harmless Operator, its present and future officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, damage, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees), arising out of, related to or associated with any Excluded Waste, the delivery of waste other than Solid Waste to the Transfer Station and/or the Durant Landfill or other solid waste landfill selected by Operator as herein provided, or the disposal of waste other than Solid Waste at the Durant Landfill or other solid waste landfill selected by Operator as herein provided and/or arising out of the negligent acts or omissions or the willful misconduct of City, its officials, officers, contractors, subcontractors, agents and/or employees, except for occurrences caused by or arising out of the negligent acts or omissions or the willful misconduct of Operator, its officers, employees and agents.

14. Except as otherwise provided in this Agreement, if either party breaches or defaults in the observance or performance of any of the material provisions of this Agreement and the party so breaching or defaulting (the "defaulting party") fails to cure such breach or default within a period of thirty (30) days after receiving written notice from the other party (the "nondefaulting party") setting forth a detailed description of such breach or default, or, if such breach or default cannot reasonably be cured within said thirty (30) day period, if the defaulting party fails to commence to cure such breach or default within said thirty (30) days period after receipt of such written notice and to thereafter diligently pursue the cure of such breach or default to completion within a reasonable period of time for such cure, then the nondefaulting party may: (a) terminate this Agreement as of any date which the nondefaulting party selects provided such date is after the expiration of the cure period provided above; (b) cure the breach or default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right to recover for all damages or losses suffered as a result of such breach or default, including, but not limited to, reasonable attorney's fees incurred in enforcing any provision of this Agreement, and the right to offset any damages or losses incurred by the nondefaulting party as a result of such breach or default against any of its obligations or liabilities hereunder. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default. Provided, however, the notice and cure provisions of this Agreement shall not apply to breach or default by City in its payment obligations under this Agreement, and in the event of any breach or default by City in such obligations, Operator shall have the right to exercise any or all of the rights or remedies described above without giving City any notice of such breach or default or any opportunity to cure such breach or default. All rights, remedies and powers shall be deemed cumulative and not exclusive of any other rights, remedies or powers available. No delay or omission to exercise any right, remedy or power shall impair such right, remedy or power or shall be construed to be a waiver of any breach or any acquiescence therein. Any such right, remedy or power may be exercised from time to time, independently or concurrently, and as often as shall be deemed expedient. No single or partial exercise of any right, remedy or power shall preclude other or further exercise thereof.

15. Any notices required or permitted to be given hereunder shall be given by certified mail, return receipt requested, with postage prepaid thereon, or by private courier service which provides evidence of receipt as a part of the service, addressed to the parties at their respective addresses appearing below (or at such other address as may be designated in a notice pursuant hereto):

If to City: City of Clinton; 300 Jefferson Street; Clinton, MS 39056;

If to Operator: Trash Hunters, Inc., 112 Sheffield Loop, Suite D-1, Hattiesburg, MS 39402.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi applicable to contracts made and to be performed in that state.

17. Except as hereinafter provided, neither party shall assign or otherwise transfer this Agreement or any right or obligation accruing under this Agreement in whole or in part without the prior written consent of the other party. Provided, however, Operator hereby acknowledges that City has entered into an agreement with Jackson Disposal Service, Inc. to provide for the pick-up and delivery to Operator of all Solid Waste within the City during the term of this Agreement, and a copy of such agreement is attached hereto as Exhibit B. Provided, however, notwithstanding the foregoing provision, Operator may assign this Agreement and its rights and obligations under this Agreement without the consent of City to any person or entity which acquires all of Trash Hunter's right, title and interest in the Transfer Station and may engage a contractor or subcontractor to perform any of the transportation services required to be provided by Operator under this Agreement without the consent of City.

18. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision were not contained herein. Except as may be otherwise provided in this Agreement, the indemnity provisions of paragraphs 13 of this Agreement shall survive any termination of this Agreement.

20. This Agreement embodies the entire agreement of the parties as to the subject matter hereof, and shall not be amended other than by written instrument signed by the parties hereto.

21. The use of the Transfer Station and the Durant Landfill by City shall be non-exclusive and, in addition to the disposal of Solid Waste pursuant to this Agreement, Operator shall have the absolute and unrestricted right to accept for disposal at the Transfer Station and/or the Durant Landfill any waste regardless of type, volume, or origin brought to the Transfer Station or the Durant Landfill by any person, corporation, body or entity for disposal and Operator shall have the absolute and unrestricted right to establish from time to time all fees, deductions, discounts, credits, and allowances, and to charge and retain such fees, for transfer, transportation and disposal of any waste not covered by this Agreement which is delivered to the Transfer Station or the Durant Landfill by others.

22. Pursuant to and in accordance with the Hinds County Solid Waste Management Plan and the request of Hinds County, Mississippi, City warrants that all traffic hauling Solid Waste to and from the Transfer Station will enter and exit from the North.

23. Attached hereto as Exhibit C and made a part of this Agreement is a performance bond as required by the instructions for proposals for this Agreement, which said bond has been executed by a

surety company doing business in the State of Mississippi, and is in the sum of the estimated annual Base Fee for the first year of the term of this Agreement, which is estimated at \$ 155,000.00.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE CITY OF CLINTON, MISSISSIPPI

TRASH HUNTERS, INC.

By: *Ramona G. Gulletman*

By: *Karl York - Loe*

Its: *Mayor*

Its: *President*

DEFINITION OF SPECIAL WASTE

1. "Special Waste" means Type A or Type B Special Wastes as defined below.
2. "Type A Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions:
 - a. A waste from an industrial process.
 - b. A waste from a pollution control process.
 - c. A waste containing free liquids.
 - d. Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in a.-c., or e.-g. of this definition.
 - e. Contaminated residuals, or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing of chemical substances, commercial products, or wastes listed in a.-d., f., or g. of this definition.
 - f. Any waste which is non-hazardous as a result of treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act (RCRA).
 - g. Chemical-containing equipment removed from service, in which the chemical composition and concentration are unknown.
3. "Type B Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions:
 - a. Friable asbestos waste from building demolition or cleaning; wall board, wall or ceiling spray coverings, pipe insulation, etc.. This does not include nonfriable asbestos unless it has been processed, handled, or used in such a way that asbestos fibers may be freely released. Asbestos-bearing industrial process waste is a "Type A Special Waste".
 - b. Commercial products or chemicals which are off-specification, outdated, unused, or banned. Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not included in this category, unless management of such containers is restricted by applicable regulations. Containers which once held commercial products or chemicals are included in this category unless an end has been removed (for containers larger than 25 gallons), and the container is empty as defined by RCRA, the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), or other applicable regulations.

RCRA considers a container to be empty when: all wastes have been removed that can be removed using the practices commonly employed to remove materials from the type of container (e.g., pouring, pumping or aspirating), and no more than 1 inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3% by weight of the total capacity of the container remains in the container or inner liner (for containers $\leq$ 110 gallons), or no more than 0.3% by weight of the total capacity of the container remains in the container or inner liner (for containers $\geq$ 110 gallons). Containers which once held ACUTELY HAZARDOUS WASTES must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. The pressure in cylinders of compressed gas and aerosol cans must be substantially equivalent to atmospheric pressure.

Containers which once held pesticides regulated under FIFRA must be empty according to label instructions.
 - c. Untreated medical waste - Any waste capable of inducing infection due to contamination with infectious agents from biomedical sources including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory. Sharps from these sources must be rendered harmless or placed in needle puncture-proof containers.
 - d. Treated medical waste - Any wastes from a bio-medical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture-proof containers. Residue from incineration of medical waste is a "Type A Special Waste".
 - e. Residue/sludges from septic tanks, food service grease traps, or washwaters and wastewaters from commercial laundries, laundromats, and car washes, unless these wastes are managed at commercial or public treatment works.
 - f. Chemical-containing equipment removed from service, in which the chemical composition and concentration are known (e.g., acetylene tanks, cathode ray tubes, lab equipment, fluorescent light tubes, etc.).
 - g. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or residues removed or drained from such equipment or facilities are "Type A Special Wastes".
 - h. Incinerator ash generated at a Resource Recovery Facility that burned only non-hazardous household, commercial, or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4(b). If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a "Type A Special Waste".

EXHIBIT A



Cumberland Surety Insurance Company, Inc.

Lexington, Kentucky

23-103-1

POWER OF ATTORNEY

KNOW ALL OF THESE PRESENTS, the CUMBERLAND SURETY INSURANCE COMPANY, INC., a Kentucky Corporation, having its principal office in the City of Lexington, County of Fayette, State of Kentucky, does hereby make, constitute and appoint:

R. Teb Jones

of Hattiesburg, MS its true and lawful Attorney(s)-in-fact in their separate capacity if more than one is named above to make, execute, sign, seal and deliver for and on its behalf as surety and its act and deed (without power of redelegation) any and all bonds and undertakings and other writings obligatory in the nature thereof (except bonds guaranteeing the payment of principal and interest of notes, mortgage bonds and mortgages) provided the amount of no one bond or undertaking exceeds

***** One Million Two Hundred Fifty Thousand & No/100 ***** Dollars (\$ 1,250,000.00*****).

The execution of such bonds and undertakings shall be as binding upon said Cumberland Surety Insurance Company, Inc. as fully and to all intents and purpose as if the same had been duly executed and acknowledged by its regularly elected officers at its Home Office in Lexington, Kentucky.

In Witness Whereof, Cumberland Surety Insurance Company, Inc., has caused these presents to be signed by its Authorized Officer, this the 1st day of November, 1994.

CUMBERLAND SURETY INSURANCE COMPANY, INC.

State of Kentucky)
ss:
County of Fayette)



William S. Patterson

On this 1st day of November, 1994 before me, a Notary Public in and for the State of Kentucky, personally came William S. Patterson to me known, who acknowledged execution of the preceding instrument and being by me duly sworn, did depose and say, that he is President and Secretary of Cumberland Surety Insurance Company, Inc., that the seal affixed to said instrument is the corporate seal of Cumberland Surety Insurance Company, Inc.; that said corporate seal is affixed and their signatures subscribed to said instrument by authority and order of the Board of Directors of said Corporation.

In Testimony Whereof, I have hereunto set my hand at Lexington, Kentucky, the day and year first above written.



Ernestine Stapleton
Notary Public
Kentucky State-at-Large
My Commission Expires: 11-21-98

This Power of Attorney is granted under and by authority of the following resolution adopted by the Directors of Cumberland Surety Insurance Company, Inc. on the 10th day of July, 1985.

Resolved, the President or Vice-President, in conjunction with the Secretary or any Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the company in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly acknowledged by the regularly elected Officers of the Company in their own proper person.

Now Therefore, the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney by a facsimile, and any such Power of Attorney bearing such facsimile signatures or seal shall be valid and binding upon the Company.

State of Kentucky)
ss:
County of Fayette)



I, William S. Patterson of the Cumberland Surety Insurance Company, Inc. do hereby certify that the foregoing is a true and correct copy of a Power of Attorney, executed by said Cumberland Surety Insurance Company, Inc., which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Corporation at Lexington, Kentucky, this 1st

day of October, 1995.

CUMBERLAND SURETY INSURANCE COMPANY, INC.

William S. Patterson

SECRETARY

JSS6

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
09/19/95

PRODUCER

Stewart Sneed Hewes Jones, Inc
P.O. Box 1976
Hattiesburg MS 39403-1976

601-544-8703

INSURED

Trash Hunters, Inc.
112 Sheffield Loop, Suite D
Hattiesburg MS 39402

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	GREAT RIVER INSURANCE COMPANY
COMPANY B	Essex Insurance Company
COMPANY C	American Empire Surplus Lines
COMPANY D	Builders & Contractors Assn.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	TO BE ISSUED	09/18/95	09/18/96	GENERAL AGGREGATE \$ 1000000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000000
	\$2500.Deductible				FIRE DAMAGE (Any one fire) \$
	BI & PD Liability				MED EXP (Any one person) \$
A	AUTOMOBILE LIABILITY	1SA100150310	12/07/94	12/07/95	COMBINED SINGLE LIMIT \$ 1000000
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
C	EXCESS LIABILITY	4EX00293	12/07/94	12/07/95	EACH OCCURRENCE \$ 1000000
	☒ UMBRELLA FORM				AGGREGATE \$ 1000000
	OTHER THAN UMBRELLA FORM				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	032-02437000	09/01/95	09/01/96	STATUTORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EACH ACCIDENT \$ 500000
					DISEASE - POLICY LIMIT \$ 500000
					DISEASE - EACH EMPLOYEE \$ 500000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

30 days notice to be given to certificateholder.
Excess applies to all coverages except for pollution liability.

CERTIFICATE HOLDER

City of Clinton
Mr. Nelson Byrd
300 Jefferson Street
Clinton MS 39056

CLINT-1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDORSE TO MAIL~~ ^{DSS} 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

ACORD 25-S (3/93)

©ACORD CORPORATION 1993

ACORD. CERTIFICATE OF INSURANCE

LDS
SH-1DATE (MM/DD/YY)
09/19/95

PRODUCER

Stewart Sneed Hewes Jones, Inc
P.O. Box 1976
Hattiesburg MS 39403-1976

601-544-8703

INSURED

Trash Hunters, Inc.
112 Sheffield Loop, Suite D
Hattiesburg MS 39402

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A Reliance National

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NTA1634493	12/07/94	12/07/95	GENERAL AGGREGATE \$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY \$
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
	☒ Pollution Liab.				FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☐ HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ UMBRELLA FORM				AGGREGATE \$
	☐ OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	☐ THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				EACH ACCIDENT \$
	☐ INCL				DISEASE - POLICY LIMIT \$
	☐ EXCL				DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

\$2,000,000 Each Loss/ \$2,000,000 Total for All Losses. Coverage increased
to \$2,000,000 with an effective date of 2-2-95. Pollution liability
policy carries a \$50,000 self insured retention.

CERTIFICATE HOLDER

CLINT-1

City of Clinton
Mr. Nelson Byrd
300 Jefferson Street
Clinton MS 39056

CANCELLATION

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EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~INDEMNIFY~~ MAIL ^{PCS}
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Cumberland Surety Insurance Company, Inc.

Lexington, Kentucky

PERFORMANCE AND PAYMENT BOND

BOND NO. CSB2300882

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned TRASH HUNTERS, INC.
112 Sheffield Loop, Suite D, Hattiesburg, MS 39402
(hereinafter called the Principal) and CUMBERLAND SURETY INSURANCE COMPANY, INC. as Surety
(hereinafter called Surety) are held and firmly bound unto CITY OF CLINTON, MS 39056
Jefferson Street, Clinton, MS 39056 (hereinafter called Obligor) in
the penal sum of One hundred fifty five thou. (\$ 155,000.00 *)
Dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves,
our heirs, executors, administrators, successors, and assigns.

Signed this 1st day of October, 1995

THE CONDITIONS OF THIS OBLIGATION IS SUCH that, Whereas, the above named Principal
did, on this 1st day of October, 1995, enter
into a contract with the Obligor for

Transfer Station and Disposal Agreement

*THIS BOND IS EFFECTIVE 10-1-95 to 10-1-96 SUBJECT TO ANNUAL RENEWAL.

which said contract is made a part of this bond the same as though set forth herein;

NOW, if the said Principal shall

- (1) well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said contract, and, failing to do and perform such things, shall indemnify the Obligor against pecuniary loss resulting therefrom; and shall
- (2) pay all lawful claims of subcontractors, materialmen and laborers (hereinafter called Claimants) for labor performed and material furnished and incorporated in said work; we agreeing and assenting that this undertaking shall be for the benefit of any Claimant having a just claim as well as for the Obligor herein, subject, however, to the priority and with the written consent, of the Obligor,

then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

No suit, action or proceeding shall be brought hereunder by the Obligor unless commenced within two years from the date of the completion of said contract; and no suit, action or proceeding shall be brought hereunder by any Claimant unless, as a condition precedent thereto, written notice shall have been given by such Claimant to the Surety at its home office in the City of Lexington, Kentucky, within ninety (90) days after the last of the material or labor was furnished or performed; and subject to the foregoing with respect to giving written notice, no suit, action or proceeding shall be brought by any Claimant hereunder unless commenced within twelve (12) months from the completion of said contract.

PRINCIPAL

Paige York-Losee
TRASH HUNTERS, INC.

Paige York-Losee President
TITLE

CUMBERLAND SURETY INSURANCE COMPANY, INC.

BY R. Teb Jones
R. Teb Jones Attorney-in-fact

JSS-3



Cumberland Surety Insurance Company, Inc.

Lexington, Kentucky

PERFORMANCE AND PAYMENT BOND

BOND NO...CSB2300882

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 Jefferson Street, Clinton, MS 39056
 (hereinafter called Obligor) in
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PRINCIPAL

TRASH HUNTERS, INC.

Paige York-Losee President
 TITLE

CUMBERLAND SURETY INSURANCE COMPANY, INC.

BY R. Teb Jones Attorney-in-fact



Cumberland Surety Insurance Company, Inc.

Lexington, Kentucky

PERFORMANCE AND PAYMENT BOND

BOND NO...CSB2300882

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..... Jefferson Street, Clinton, MS 39056
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..... *Paige York-Losee*
PRINCIPAL TRASH HUNTERS, INC.

...Paige York-Losee...President.....
TITLE

CUMBERLAND SURETY INSURANCE COMPANY, INC.

BY *R. Teb Jones*
R. Teb Jones Attorney-in-fact

CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	06-Jun-95		2nd		
	1994-95	Amendment	1994-95	Proposed	1994-95
	Budget as	Addition	Budget as	Addition	Budget as
	Adopted	(Reduction)	Amended	(Reduction)	Amended
REVENUES					

Licenses and permits	\$ 571,200	\$ 0	\$ 571,200	\$ 2,000	\$ 573,200
Intergovernmental revenues	2,565,341	367,004	2,932,345	(267,448)	2,664,897
Charges for services	2,550	0	2,550	0	2,550
Fines and forfeitures	164,025	0	164,025	15,000	179,025
Interest earned	18,000	0	18,000	5,000	23,000
Miscellaneous	213,000	0	213,000	(8,500)	204,500
Total from all sources, other than taxation	3,534,116	367,004	3,901,120	(253,948)	3,647,172
Beginning cash and investment balance	779,514	(28,244)	751,270	0	751,270
Total receipts other than ad valorem tax	4,313,630	338,760	4,652,390	(253,948)	4,398,442
Amount to be raised by ad valorem tax	2,390,382	0	2,390,382	80,000	2,470,382
Total Revenues From All Sources	\$ 6,704,012	\$ 338,760	\$ 7,042,772	\$ (173,948)	\$ 6,868,824
=====					

EXPENDITURES

General Government:

Administration (040):

Personal services	\$ 403,234	\$ 200	\$ 403,434	\$ 2,812	\$ 406,246
Operating supplies	30,700	0	30,700	14,200	44,900
Other services and charges	125,840	5,500	131,340	6,800	138,140
Capital outlay	13,400	0	13,400	1,000	14,400

Total administration	573,174	5,700	578,874	24,812	603,686
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Planning and zoning (090):

Other services and charges	23,000	0	23,000	(10,900)	12,100
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Total General Government Expenditures

596,174	5,700	601,874	13,912	615,786
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Public Safety:

Police (105):

Personal services	1,334,612	3,500	1,338,112	0	1,338,112
Operating supplies	104,394	19,800	124,194	13,250	137,444
Other services and charges	145,430	22,000	167,430	(3,450)	163,980
Capital outlay	59,357	6,400	65,757	33,256	99,013

Total police expenditures	1,643,793	51,700	1,695,493	43,056	1,738,549
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CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	06-Jun-95		2nd Proposed		
	1994-95 Budget as Adopted	Amendment Addition (Reduction)	1994-95 Budget as Amended	Amendment Addition (Reduction)	1994-95 Budget as Amended
EXPENDITURES (Cont'd)					

Public Safety:					
Fire (160):					
Personal services	1,317,222	(49,617)	1,267,605	(1,000)	1,266,605
Operating supplies	39,000	3,966	42,966	2,000	44,966
Other services and charges	107,770	48,348	156,118	5,400	161,518
Capital outlay	38,700	(384)	38,316	(2,000)	36,316
Debt service	32,540	0	32,540	0	32,540
Emergency medical services	6,348	0	6,348	0	6,348
	-----	-----	-----	-----	-----
Total fire expenditures	1,541,580	2,313	1,543,893	4,400	1,548,293
	-----	-----	-----	-----	-----
Total Public Safety Expenditures	3,185,373	54,013	3,239,386	47,456	3,286,842
	-----	-----	-----	-----	-----
Public Works:					
Inspection (180):					
Personal services	40,570	200	40,770	(2,000)	38,770
Operating supplies	1,100	0	1,100	(200)	900
Other services and charges	10,310	0	10,310	(1,100)	9,210
Capital outlay	0	0	0	2,000	2,000
	-----	-----	-----	-----	-----
Total inspection expenditures	51,980	200	52,180	(1,300)	50,880
	-----	-----	-----	-----	-----
Street (215):					
Personal services	399,622	4,300	403,922	0	403,922
Operating supplies	1,131,566	385,620	1,517,186	(475,150)	1,042,036
Other services and charges	237,055	15,300	252,355	(1,300)	251,055
Capital outlay	81,900	(34,000)	47,900	0	47,900
	-----	-----	-----	-----	-----
Total street expenditures	1,850,143	371,220	2,221,363	(476,450)	1,744,913
	-----	-----	-----	-----	-----
Total Public Works Expenditures	1,902,123	371,420	2,273,543	(477,750)	1,795,793
	-----	-----	-----	-----	-----
Culture and Recreation:					
Parks and recreation (305):					
Personal services	211,456	1,000	212,456	(3,000)	209,456
Operating supplies	39,350	(5,700)	33,650	5,000	38,650
Other services and charges	54,350	(11,300)	43,050	6,250	49,300
Parks repair and maintenance	52,250	6,000	58,250	(4,500)	53,750
Capital outlay	15,000	10,000	25,000	3,000	28,000
Debt service	16,800	0	16,800	0	16,800
	-----	-----	-----	-----	-----
Total parks and recreation expenditures	389,206	0	389,206	6,750	395,956
	-----	-----	-----	-----	-----

CITY OF CLINTON
 GENERAL FUND (001)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	1994-95 Budget as Adopted	06-Jun-95 Amendment Addition (Reduction)	1994-95 Budget as Amended	2nd Proposed Amendment Addition (Reduction)	1994-95 Budget as Amended
EXPENDITURES (Cont'd)					

Culture and Recreation:					
Library (350):					
Personal services	15,708	100	15,808	0	15,808
Operating supplies	5,120	0	5,120	300	5,420
Other services and charges	3,435	900	4,335	1,000	5,335
Capital outlay	5,598	0	5,598	(1,300)	4,298

Total library expenditures	29,861	1,000	30,861	0	30,861

Total Culture and Recreation Expenditures	419,067	1,000	420,067	6,750	426,817

Economic Development:					
Operating supplies	500	0	500	0	500
Other services and charges	79,500	0	79,500	0	79,500

Total Economic Development Expenditures	80,000	0	80,000	0	80,000

Transfers and Other Charges	72,785	0	72,785	0	72,785

Total expenditures	6,255,522	432,133	6,687,655	(409,632)	6,278,023
Ending cash and investment balance	448,490	(93,373)	355,117	235,684	590,801

Total Expenditures and Ending Balance	\$ 6,704,012	\$ 338,760	\$ 7,042,772	\$ (173,948)	\$ 6,868,824
	=====				

CITY OF CLINTON
 SPECIAL LAW ENFORCEMENT FUND (110)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	1994-95 Budget as Adopted	06-Jun-95 Amendment Addition (Reduction)	1994-95 Budget as Adopted	1st Proposed Amendment Addition (Reduction)	1994-95 Budget as Amended
REVENUES					

Receipts from State of Mississippi	1,000 \$	\$	1,000 \$	(1,000)\$	0
Interest earned	50		50	35	85
	-----		-----	-----	-----
Total from all sources, other than taxation	1,050	0	1,050	(965)	85
Beginning cash and investment balance	4,000		4,000	361	4,361
	-----		-----	-----	-----
Total Revenues From All Sources	5,050 \$	0 \$	5,050 \$	(604)\$	4,446
	=====		=====	=====	=====

EXPENDITURES

Operating supplies:					
Miscellaneous supplies	500 \$	\$	500 \$	\$	500
Miscellaneous equipment	2,000		2,000	(900)	1,100
Other	100		100	900	1,000
	-----		-----	-----	-----
Total expenditures	2,600	0	2,600	0	2,600
Ending cash and investment balance	2,450	0	2,450	(604)	1,846
	-----		-----	-----	-----
Total Expenditures and Ending Balance	5,050 \$	0 \$	5,050 \$	(604)\$	4,446
	=====		=====	=====	=====

CITY OF CLINTON
 GENERAL OBLIGATION BOND AND INTEREST FUND (200)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	1994-95 Budget as Adopted	06-Jun-95 Amendment Addition (Reduction)	1994-95 Budget as Adopted	1st Proposed Amendment Addition (Reduction)	1994-95 Budget as Amended
REVENUES					
Interest earned	720 \$	\$	720 \$	\$	720
Total from all sources, other than taxation	720	0	720	0	720
Beginning cash and investment balance	44,451		44,451	74	44,525
Total Revenues From All Sources	45,171 \$	0 \$	45,171 \$	74 \$	45,245
=====					
EXPENDITURES					
Debt service:					
Bond principal	2,000 \$	\$	2,000 \$	\$	2,000
Interest and service charges	60		60		60
Total debt service	2,060	0	2,060	0	2,060
Transfers and Other Charges:					
Transfer to general fund	43,111	0	43,111	0	43,111
Total expenditures	45,171	0	45,171	0	45,171
Ending cash and investment balance	0	0	0	74	74
Total Expenditures and Ending Balance	45,171 \$	0 \$	45,171 \$	74 \$	45,245
=====					

CITY OF CLINTON
 CLINTON PUBLIC SCHOOL DISTRICT BOND AND INTEREST FUND(220)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	1994-95 Budget as Adopted	06-Jun-95 Amendment Addition (Reduction)	1994-95 Budget as Adopted	1st Proposed Amendment Addition (Reduction)	1994-95 Budget as Amended
REVENUES					
Interest earned	4,000 \$	\$	4,000 \$	3,400 \$	7,400
Prior year's taxes	7,000		7,000	(500)	6,500
Total from all sources, other than taxation	11,000	0	11,000	2,900	13,900
Beginning cash and investment balance	54,834		54,834	12,782	67,616
Total receipts other than ad valorem tax	65,834	0	65,834	15,682	81,516
Ad valorem taxes required by levy:					
Real and personal	378,981		378,981	1,228	380,209
Automobile	105,700		105,700	4,437	110,137
Less commissions paid for collection	0		0	(11,335)	(11,335)
Total ad valorem taxes required by levy	484,681	0	484,681	(5,670)	479,011
Total Revenues From All Sources	550,515 \$	0 \$	550,515 \$	10,012 \$	560,527

EXPENDITURES

Debt service:					
Bond principal	210,000 \$	\$	210,000 \$	\$	210,000
Interest and service charges	284,880		284,880	1,200	286,080
Total expenditures	494,880	0	494,880	1,200	496,080
Ending cash and investment balance	55,635	0	55,635	8,812	64,447
Total Expenditures and Ending Balance	550,515 \$	0 \$	550,515 \$	10,012 \$	560,527

CITY OF CLINTON
 PARKS AND RECREATION BOND AND INTEREST FUND (230)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	1994-95 Budget as Adopted	06-Jun-95 Amendment Addition (Reduction)	1994-95 Budget as Adopted	1st Proposed Amendment Addition (Reduction)	1994-95 Budget as Amended
REVENUES					
Interest earned	400 \$	\$	400 \$	750 \$	1,150
Homestead exemption reimbursement	2,200		2,200		2,200
Prior year's taxes	1,000		1,000	300	1,300
Total from all sources, other than taxation	3,600	0	3,600	1,050	4,650
Beginning cash and investment balance	14,500		14,500	(4,533)	9,967
Total receipts other than ad valorem tax	18,100	0	18,100	(3,483)	14,617
Ad valorem taxes required by levy:					
Real and personal	78,793		78,793	2,207	81,000
Automobile	23,713		23,713	3,287	27,000
Less commissions paid for collection	0		0	(1,800)	(1,800)
Total ad valorem taxes required by levy	102,506	0	102,506	3,694	106,200
Total Revenues From All Sources	120,606 \$	0 \$	120,606 \$	211 \$	120,817
=====					

EXPENDITURES

Debt service:					
Bond principal	75,000 \$	\$	75,000 \$	\$	75,000
Interest and service charges	38,220		38,220		38,220
Total expenditures	113,220	0	113,220	0	113,220
Ending cash and investment balance	7,386	0	7,386	211	7,597
Total Expenditures and Ending Balance	120,606 \$	0 \$	120,606 \$	211 \$	120,817
=====					

CITY OF CLINTON
 POLICE/COURTROOM FACILITY BOND AND INTEREST FUND (240)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	1994-95 Budget as Adopted	06-Jun-95 Amendment Addition (Reduction)	1994-95 Budget as Adopted	1st Proposed Amendment Addition (Reduction)	1994-95 Budget as Amended
REVENUES					

Transfer from general fund	54,485 \$	\$	54,485 \$	750 \$	55,235
	-----		-----	-----	-----
Total from all sources, other than taxation	54,485	0	54,485	750	55,235
Beginning cash and investment balance	11		11		11
	-----		-----	-----	-----
Total Revenues From All Sources	54,496 \$	0 \$	54,496 \$	750 \$	55,246
	=====		=====	=====	=====
EXPENDITURES					

Debt service:					
Bond principal	35,000 \$	\$	35,000 \$	\$	35,000
Interest and service charges	19,485		19,485	750	20,235
	-----		-----	-----	-----
Total expenditures	54,485	0	54,485	750	55,235
Ending cash and investment balance	11	0	11	0	11
	-----		-----	-----	-----
Total Expenditures and Ending Balance	54,496 \$	0 \$	54,496 \$	750 \$	55,246
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CITY OF CLINTON
 CAPITAL PROJECTS - PARKS AND RECREATION (351)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	1994-95 Budget as Adopted	06-Jun-95 Amendment Addition (Reduction)	1994-95 Budget as Adopted	1st Proposed Amendment Addition (Reduction)	1994-95 Budget as Amended
REVENUES					
Interest earned	3,000 \$		3,000 \$	5,200 \$	8,200
State of Mississippi	0		0	2,300	2,300
Total from all sources, other than taxation	3,000	0	3,000	7,500	10,500
Beginning cash and investment balance	615,000	0	615,000	(35,842)	579,158
Total Revenues From All Sources	618,000 \$	0 \$	618,000 \$	(28,342) \$	589,658
EXPENDITURES					
Capital improvements:					
Renovate two existing adult SB fields	45,000 \$		45,000 \$	14,000 \$	59,000
Tennis courts, rep, rehab, concessions	25,000		25,000	(21,000)	4,000
Restrooms	15,000		15,000	(15,000)	0
Fitness trail	15,000		15,000		15,000
Renovate three youth flds water svc	3,500		3,500	(3,500)	0
Northside Park	22,422		22,422	(22,422)	0
Total capital improvements	125,922	0	125,922	(47,922)	78,000
Construction contracts:					
Soccer fields & youth 4-plex	419,784		419,784	(30,000)	389,784
Park South I-20	50,000		50,000	(50,000)	0
Total construction contracts	469,784	0	469,784	(80,000)	389,784
Engineering and other	20,035		20,035	13,000	33,035
Total expenditures	615,741	0	615,741	(114,922)	500,819
Ending cash and investment balance	2,259	0	2,259	86,580	88,839
Total Expenditures and Ending Balance	618,000 \$	0 \$	618,000 \$	(28,342) \$	589,658

CITY OF CLINTON
 WATER AND SEWER OPERATIONS FUND (400)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	1994-95 Budget as Adopted	06-Jun-95 Amendment Addition (Reduction)	1994-95 Budget as Adopted	1st Proposed Amendment Addition (Reduction)	1994-95 Budget as Amended
REVENUES					
Grant revenue - SCS	0 \$	0 \$	0 \$	40,000 \$	40,000
Water sales	1,777,000	0	1,777,000	16,000	1,793,000
Sewer service charges	875,000	0	875,000	6,000	881,000
Fees and service charges	87,800	0	87,800	(12,500)	75,300
Interest	14,800	0	14,800	10,700	25,500
Proceeds from MS SRF loan	672,000	0	672,000	519,163	1,191,163
Net proceeds from issuance of bonds	965,000	0	965,000	23,585	988,585
Other	15,000	0	15,000	3,500	18,500
Total from all sources, other than taxation	4,406,600	0	4,406,600	606,448	5,013,048
Beginning cash and investment balance	366,889	253,108	619,997	0	619,997
Total Revenues From All Sources	4,773,489 \$	253,108 \$	5,026,597 \$	606,448 \$	5,633,045
EXPENDITURES					
Personal services	785,285 \$	0 \$	785,285 \$	2,834 \$	788,119
Operating supplies	997,010	0	997,010	(705,980)	291,030
Other services and charges	1,139,200	0	1,139,200	(40,900)	1,098,300
Capital outlay	785,388	0	785,388	284,000	1,069,388
Debt service	707,437	0	707,437	21,744	729,181
Total expenditures	4,414,320	0	4,414,320	(438,302)	3,976,018
Ending cash and investment balance	359,169	0	359,169	1,297,858	1,657,027
Total Expenditures and Ending Balance	4,773,489 \$	0 \$	4,773,489 \$	859,556 \$	5,633,045

CITY OF CLINTON
 GARBAGE COLLECTION FUND (450)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	1994-95 Budget as Adopted	06-Jun-95 Amendment Addition (Reduction)	1994-95 Budget as Adopted	1st Proposed Amendment Addition (Reduction)	1994-95 Budget as Amended
REVENUES					

Refuse collection charges	504,000 \$		\$ 504,000	\$ 76,000	\$ 580,000
Interest earned	0		0	1,000	1,000
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Total from all sources, other than taxation	504,000	0	504,000	77,000	581,000
Beginning cash and investment balance	0		0		0
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Total Revenues From All Sources	504,000 \$	0 \$	504,000 \$	77,000 \$	581,000
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EXPENDITURES

Other services and charges:					
Motor vehicle repair parts/sup	0 \$	\$	0 \$	2,000 \$	2,000
Equipment repair & maintenance	0		0	2,000	2,000
Garbage collection contract	484,800		484,800	39,200	524,000
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Total other services and charges	484,800	0	484,800	43,200	528,000
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Capital outlay:					
Machinery and equipment	0		0	21,000	21,000
	-----		-----	-----	-----
Debt service:					
Lease payments	6,000		6,000	(6,000)	0
	-----		-----	-----	-----
Total expenditures	490,800	0	490,800	58,200	549,000
Ending cash and investment balance	13,200	0	13,200	18,800	32,000
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Total Expenditures and Ending Balance	504,000 \$	0 \$	504,000 \$	77,000 \$	581,000
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CITY OF CLINTON
 POLICE AND FIRE RETIREMENT FUND (600)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	1994-95 Budget as Adopted	06-Jun-95 Amendment Addition (Reduction)	1994-95 Budget as Adopted	1st Proposed Amendment Addition (Reduction)	1994-95 Budget as Amended
REVENUES					

Interest earned	0 \$	\$	0 \$	100 \$	100
Homestead reimbursement	0		0	1,200	1,200
Total from all sources, other than taxation	0	0	0	1,300	1,300
Beginning cash and investment balance	0		0		0
Total receipts other than ad valorem tax	0	0	0	1,300	1,300
Ad valorem taxes required by levy:					
Real and personal	80,064		80,064	1,219	81,283
Automobile	24,095		24,095	1,268	25,363
Less commissions paid for collection	0		0	(2,487)	(2,487)
Total ad valorem taxes required by levy	104,159	0	104,159	0	104,159
Total Revenues From All Sources	104,159 \$	0 \$	104,159 \$	1,300 \$	105,459
	=====	=====	=====	=====	=====

EXPENDITURES

Other services and charges:					
Public employees' retirement	104,159 \$	\$	104,159 \$	1,300 \$	105,459
Total expenditures	104,159	0	104,159	1,300	105,459
Ending cash and investment balance	(0)	0	(0)	0	(0)
Total Expenditures and Ending Balance	104,159 \$	0 \$	104,159 \$	1,300 \$	105,459
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CITY OF CLINTON
 UNEMPLOYMENT COMPENSATION REVOLVING FUND (603)
 Budget of Estimated Revenues and Expenditures
 For the Fiscal Year Ended September 30, 1995

	1994-95 Budget as Adopted	06-Jun-95 Amendment Addition (Reduction)	1994-95 Budget as Adopted	1st Proposed Amendment Addition (Reduction)	1994-95 Budget as Amended
REVENUES					

Interest earned	250 \$	\$	250 \$	30 \$	280
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Total from all sources, other than taxation	250	0	250	30	280
Beginning cash and investment balance	20,690		20,690	210	20,900
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Total Revenues From All Sources	20,940 \$	0 \$	20,940 \$	240 \$	21,180
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EXPENDITURES

Other services and charges:					
Payment of unemployment claims	2,000 \$	\$	2,000 \$	1,800 \$	3,800
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Total expenditures	2,000	0	2,000	1,800	3,800
Ending cash and investment balance	18,940	0	18,940	(1,560)	17,380
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Total Expenditures and Ending Balance	20,940 \$	0 \$	20,940 \$	240 \$	21,180
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