

**REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 5, 1996 - 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, March 5, 1996, 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 Lott followed by the Pledge of Allegiance to the Flag led by Alderman Brabham.

ROLL CALL - City Clerk Nelson Byrd

Present - Jehu Brabham - Alderman-at-Large
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

City Attorney Ken Dreher
City Clerk Nelson Byrd

SPECIAL RECOGNITIONS

FIRE CHIEF JEFF LANDRUM was presented a retirement certificate from Mayor Rosemary G. Aultman who noted his 22 years of faithful service with the Clinton Fire Department. His retirement is effective 3-15-96 and Jeff is going to work with the MS Department of Public Safety.

THE CLINTON HIGH SCHOOL SOCCER TEAM was recognized and presented certificates for their winning the Mississippi High School Activities Association State Soccer Championship for the 4th time in 6 years.

A KEEP MISSISSIPPI BEAUTIFUL PROCLAMATION by Governor Kirk Fordice was read by Mayor Rosemary Aultman. Copy of said proclamation can be found on page 609 of this Minute Book X.

AGENDA CHANGES

Mayor Aultman stated that item 15 (ordinance adopting various building codes) would be removed from the agenda.

APPROVAL OF CONSENT AGENDA ITEMS A-Y:

MOTION made by Alderman Fisher and **SECONDED** by Alderman Lott to approve Consent Agenda Items A-Y as listed on pages 607-608 of this Minute Book X, noting that Consent Agenda Items C and D, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in items E, H, & X are on file in the Office of the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

PUBLIC HEARING - UNKEPT LOTS - 7:16 P.M.

- A. 2229 Old Vicksburg Road - Mr. William Martin, owner of said property, commented that some improvements had been made to his property and circumstances prevented him from completing all of his intended work. He also asked for a list of specific items that need to be performed to bring his

structure into compliance with City Ordinance, and he will be willing to comply.

Mr. W. H. Kemp spoke for several homeowners and members of the Northeast Clinton Community Association who were present and told of their dissatisfaction with the condition of said property, which was allowed 30 days to be brought into a favorable condition after the August 15, 1995 Mayor and Board of Aldermen meeting.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Todd that under the authority granted by MS Code 21-19-11 to approve this appropriate resolution determining that the parcel of land numbered 2860-1544 and whose address is 2229 Old Vicksburg Road, is in such a state of uncleanness that the property is a menace to the public safety, health, and welfare of the surrounding residents and community. Further, that as an extension of good faith on the part of the City that the property owner be given to 9 a.m. Monday March 11, to entirely comply with this resolution, and that the Director of Public Works be instructed to inspect the property after the 9 a.m. Monday, March 11, 1996, deadline, and if full compliance of the resolution has not been achieved to immediately initiate such action and expense as is necessary to clean the property by cutting the grass and weeds, and removing all debris and rubbish from the property and that the Director of Public Works notify the Mayor and Board of Aldermen at a subsequent City Council meeting of such costs so that we may through resolution adjudicate the cost of such action and any penalties. Additionally, that the property receive a thorough inspection by City Officials and any other action initiated if necessary, to insure that such buildings and property comply with all applicable City ordinances. **MOTION CARRIED 6-1** with Alderman Ferrell voting "nay". Mr. Martin is to meet with Public Works Officials at 7 a.m. on March 6, 1996, and obtain a checklist of items that the City feels are a detriment to said property.

- B. 214 and 216 Rectangle Drive - Mr. W. C. Manyfield was not present. Building Inspector Julion Lowther stated that 216 Rectangle is being demolished and the new owner of 214 Rectangle needs to be found. **NO BOARD ACTION.**

PETITIONS OPPOSING VERNON ROAD RAILROAD CLOSING RECEIVED

Alderman Ferrell presented petitions from 218 Clinton residents opposed to the proposal to close the railroad crossing at Vernon Road. Said petitions are to be maintained in City Records by the City Clerk for future reference. **NO BOARD ACTION**

RESOLUTION OF INTENT APPROVED FOR GENERAL OBLIGATION BONDS FOR NORTH-SOUTH PARKWAY

MOTION made by Alderman Fisher and **SECONDED** by Alderman Todd to approve that resolution found on pages 610-614 of this Minute Book X of the intent to issue up to a maximum of 3.1 million dollars in General Obligation Bonds for all work necessary to complete the proposed North-South Parkway Project. **MOTION CARRIED 6-1** with Alderman Ferrell voting "nay".

AGREEMENT APPROVED WITH ABMB FOR FINAL DESIGN ON PARKWAY

MOTION made by Alderman Touchton and **SECONDED** by Alderman Fisher to approve that agreement found on pages 615-628 of this Minute Book X for engineering services with ABMB Engineers, Inc., for the Clinton Parkway Improvements for a lump sum fee of \$484,262.00. **MOTION CARRIED 6-1** with Alderman Ferrell voting "nay".

CAP LOAN DOCUMENTS ACCEPTED

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

accept the Capital Improvements Loan Agreement and Promissory Note not to exceed \$1,000,000.00 between the Mississippi Department of Economic and Community Development and the City of Clinton for utility improvements at the United Artist Project and for a fire station on Clinton/Raymond Road as found on pages 629-647 of this Minute Book X. **MOTION CARRIED UNANIMOUSLY.**

BOUNDARY AND TOPO SURVEY PROPOSAL ACCEPTED FOR NEW FIRE STATION

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Fisher to accept the proposal of Dewey Knight, Registered Land Surveyor, to provide a topographic and boundary survey for the new fire station on Clinton-Raymond Road found on page 648 of this Minute Book X. **MOTION CARRIED UNANIMOUSLY.**

ORDINANCE ADOPTED FIXING VOTING WARD BOUNDARIES

MOTION made by Alderman Todd and **SECONDED** by Alderman Fisher to approve that ordinance found on pages 649-656 of this Minute Book X and on pages 637-644 of the City of Clinton Ordinance Book II fixing voting ward boundaries within the City of Clinton. **MOTION CARRIED UNANIMOUSLY.** Proofs of publication may be found on page 657 and 645 respectively of Minute Book X and City of Clinton Ordinance Book II.

RIVERWOOD, INT. AGREEMENTS ON PROPERTY LIENS APPROVED

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Lott to approve the agreements found on pages 658-666 of this Minute Book X regarding personal property liens on Riverwood assets. **MOTION CARRIED UNANIMOUSLY.**

MAYOR AUTHORIZED TO SIGN FINAL SETTLEMENT AND AGREEMENT IN ANDERSON, ET. AL. SUIT

MOTION made by Alderman Brabham and **SECONDED** by Alderman Touchton to approve the full and final settlement agreement and mutual release found on pages 667-677 of this Minute Book X regarding the City of Clinton vs. Anderson Engineers, P. A., et al. **MOTION CARRIED UNANIMOUSLY.**

APPROVAL OF HEIGHT VARIANCE FOR 489 SPRINGRIDGE ROAD

MOTION made by Alderman Brabham and **SECONDED** by Alderman Lott to approve the Planning and Zoning Commission recommendation that a variance from a 2 1/2 story to a 3 story building be approved contingent upon site plan review approval at a later date for 489 Springridge Road. **MOTION CARRIED UNANIMOUSLY.**

RESOLUTION ADOPTED REQUESTING LEGISLATURE TO FUND 1996 MUNICIPAL CRIME PREVENTION PROGRAM

MOTION made by Alderman Todd and **SECONDED** by Alderman Touchton to adopt that resolution found on page 678 of this Minute Book X requesting the Mississippi Legislature to adopt and provide adequate funding for the Municipal Crime Prevention Program of 1996. **MOTION CARRIED UNANIMOUSLY.**

OTHER BUSINESS

A discussion was held with Reverend Jessie Harper regarding water services and fire protection along Jessie Harper Drive. **NO BOARD ACTION.**

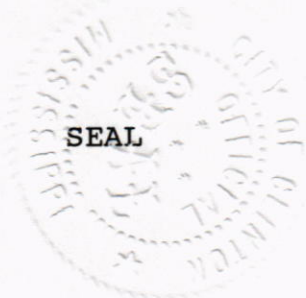
ADJOURNMENT - 8:33 P.M.

There being no further business to discuss, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman DePriest to Recess until March 19, 1996, 7 P.M. **MOTION CARRIED UNANIMOUSLY.**

Copy of Agenda may be found on Pages 607-608 of this Minute Book X.

APPROVED: Rosemary Aultman March 13, 1996
Rosemary Aultman, Mayor Date

ATTEST: Nelson Byrd March 13, 1996
Nelson Byrd, City Clerk Date



Office of the Governor



***A Proclamation
By Governor
Kirk Fordice***

Whereas, the State of Mississippi is rich in natural resources that enhance our existence by making our surroundings more enjoyable and more beautiful; and

Whereas, all citizens should work together to keep our environment clean and should be willing to do their part to preserve clean air, fresh water and the beauties of nature; and

Whereas, the elimination of litter and trash from our environment is one of the important goals of KEEP MISSISSIPPI BEAUTIFUL. Every community and citizen should be involved in litter control and clean-up efforts in Mississippi; and

Whereas, citizens of all ages should be aware of the problems caused by litter and an unclean, unsafe environment:

Now, therefore, I, Kirk Fordice, Governor of the State of Mississippi, hereby proclaim the months of March and April, 1996,

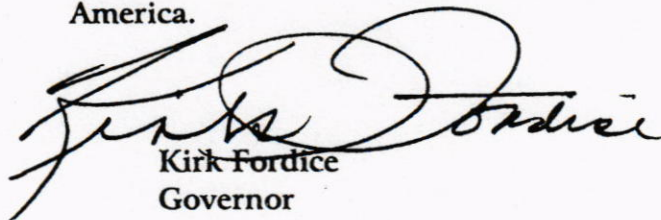
CLEAN-UP, PAINT-UP CAMPAIGN MONTHS

in the State of Mississippi and encourage our citizens to join by helping to beautify our towns, communities, cities, and state.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, January 26, 1996, in the two hundred and twentieth year of the United States of America.


Kirk Fordice
Governor

The Mayor and the Board of Aldermen took up for consideration the matter of the issuance of general obligation bonds of the City of Clinton for certain public improvements, and following a discussion of the matter, Alderman FISHER offered and moved the adoption of the following resolution, which motion was seconded by Alderman TODD :

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION, ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,100,000.00) TO RAISE MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING, IMPROVING, AND PAVING STREETS, SIDEWALKS, AND BRIDGES, PURCHASING RIGHTS OF WAY AND REAL PROPERTY THEREFOR, AND PERFORMING SITE AND DRAINAGE WORK AND PERFORMING ALL OTHER WORK NECESSARY TO COMPLETE THE PROJECT, AND PAYING THE COST OF SUCH BORROWING, AT A TOTAL PROJECT COST ESTIMATED TO BE \$3,100,000; ADJUDICATING NO FUNDS ARE AVAILABLE TO THE CITY OF CLINTON, MISSISSIPPI FOR SUCH PURPOSES; ORDERING SAID RESOLUTION TO BE PUBLISHED; AND SETTING THE DATE UPON WHICH THE MAYOR AND BOARD OF ALDERMEN ARE TO TAKE FINAL ACTION UPON THE QUESTION OF AUTHORIZING THE ISSUANCE OF SAID BONDS.

WHEREAS, the Mayor and the Board of Aldermen (the "Governing Authority") of the City of Clinton, Mississippi (the "Municipality"), acting for and on behalf of the Municipality do hereby find, determine, adjudicate, and declare as follows:

1. That it is necessary and advisable and in the best public interest of the Municipality and its inhabitants to issue, under the authority contained in Sections 21-33-301 through 21-33-329 (the "Act") of the Mississippi Code of 1972, as amended, (the "Code") general obligation bonds of the Municipality in the maximum principal amount of Three Million, One Hundred Thousand and No/100 Dollars (\$3,100,000.00) to raise money for and toward the Project, as defined herein;

2. That no other funds are available with which to pay the costs of the Project, as defined herein;

3. That the assessed value of all taxable property within the Municipality, according to the last completed assessment for taxation, is \$94,202,280; that the assessment upon which taxes were levied for its fiscal year ending September 30, 1984, was \$70,399,087; that the Municipality presently has outstanding bonded indebtedness subject to the fifteen percent (15%) or ten percent (10%) debt limit prescribed by Section 21-33-303 of the Code, in the amount of \$1,880,000 and outstanding bonded and floating indebtedness subject to the twenty percent (20%) or fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the Code (which amount includes the sum set forth above subject to the fifteen percent (15%) or ten percent (10%) debt limit), in the amount of \$2,938,202; that the issuance of the bonds hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality will not result in: (a) bonded indebtedness of the Municipality, exclusive of indebtedness not subject to the aforesaid debt limits, in excess of either fifteen percent (15%) of the assessed value of taxable property within the Municipality according to the last completed assessment for taxation, or ten percent (10%) of the assessment upon which taxes were levied for its fiscal year ending September 30, 1984, whichever is greater, or (b) bonded and floating indebtedness, exclusive of indebtedness not subject to the aforesaid debt limits, in excess of either twenty percent (20%) of the assessed value of all taxable property within such Municipality according to the last completed assessment for taxation, or fifteen percent (15%) of the assessment upon which taxes were levied for its fiscal year ending September 30, 1984, whichever is greater; and

will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality;

4. Pending the issuance of the bonds, the Municipality may need to pay certain expenses incurred in connection with the performance of the Project, with such expenditures to be reimbursed from the proceeds of the Bonds, when issued;

5. That any machinery and equipment proposed to be purchased with a part of the proceeds of the bonds shall have an expected useful life in excess of ten (10) years, provided, however, that machinery and equipment proposed to be purchased hereunder shall not include motor vehicles weighing less than 12,000 pounds; and

6. That the purposes for which the proposed bonds are to be issued as herein set forth in this resolution are purposes authorized by the Act, and that the Governing Authority is authorized and required to declare the necessity and its intention of borrowing money and issuing the bonds of the Municipality as evidence of the same.

NOW, THEREFORE, be it resolved by the Mayor and the Board of Aldermen of the City of Clinton, Mississippi:

SECTION 1. That the Governing Authority does hereby find, determine and adjudicate that the foregoing premises are true and correct.

SECTION 2. That the Governing Authority does hereby declare its intention to issue general obligation bonds of the Municipality, under the provisions of the Act, in the maximum principal amount of Three Million, One Hundred Thousand and No/100 Dollars (\$3,100,000.00)

(the "Bonds") to raise money for the purpose of paying the costs of constructing, improving, and paving streets, sidewalks, and bridges, purchasing rights of way and real property therefor, and performing site and drainage work and performing all other work necessary to complete the project, and paying the cost of such borrowing, at a total Project cost estimated to be \$3,100,000 (the "Project").

SECTION 3. The Municipality shall use funds currently available in its General Fund to pay certain initial costs of the of the Project, as subsequently identified by the Board, with such expenditures to be reimbursed from a portion of the proceeds of the Bonds, when issued. The allocation of the bond proceeds to reimburse the Municipality's General Fund shall be made in writing not later than 18 months after the later of: (a) the date the original expenditure is paid or (b) the date the Project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid. The expenditures to be reimbursed from the Bond proceeds shall be incurred solely to acquire, renovate, construct, or improve property having a reasonably expected economic life of at least one year and to pay the cost of such acquisition, construction and improvements. The Bond proceeds shall be used to reimburse these expenditures, and not for the reimbursement of operating costs or similar working capital items. This resolution is the official action of the Board adopted as required by regulations promulgated by the Internal Revenue Service governing the reimbursement of prior expenses from bond proceeds.

SECTION 4. That unless a petition signed by the lesser of 10% or fifteen hundred (1,500) of the qualified electors of said City, requesting that an election be called on the question of issuing said bonds, is filed prior to 7:00 p.m. on April 2, 1996, at the office of the City Clerk

of the City of Clinton or the meeting of the Board of Aldermen scheduled for 7:00 p.m. on April 2, 1996, in the Municipal Courtroom located at 305 Monroe Street, Clinton, Mississippi, final approval of the issuance of said bonds and authority for the issuance of said bonds shall be given by the Governing Authority at the aforesaid meeting.

SECTION 5. That the City Clerk of the Municipality be and is hereby authorized and directed to cause this resolution as adopted to be published in the Clinton News, a newspaper published in the City of Clinton, Mississippi, and qualified under the provisions of Section 13-3-31 of the Mississippi Code of 1972, as amended. Said resolution shall be published once a week for three consecutive weeks, with the first publication thereof to be made not less than 21 days prior to April 2, 1996, on which date the Governing Authority will take final action on the question of issuance of said bonds.

Following the reading of the foregoing resolution, the question being put to a roll call vote, the result was as follows:

Alderman O.C. George Ferrell	Voted: <u>No</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>
Alderman-at-Large Jehu Brabham	Voted: <u>AYE</u>

The resolution having received the affirmative vote of a majority of the members, the Mayor declared the resolution adopted on this the 5th day of March, 1996.

THE CITY OF CLINTON, MISSISSIPPI

Rosemary Aultman
Rosemary Aultman, Mayor

ATTEST:
Nelson Byrd
Nelson Byrd, City Clerk

AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN
THE CITY OF CLINTON, MISSISSIPPI
AND

ABMB ENGINEERS, INCORPORATED
FOR THE CITY OF CLINTON, MISSISSIPPI

CLINTON PARKWAY IMPROVEMENTS

THIS AGREEMENT, made this 6th day of March, 1996 by and between the CITY OF CLINTON, MISSISSIPPI, hereinafter called (OWNER), and ABMB ENGINEERS, INCORPORATED having its principal place of business at 401 East Capitol Street, Suite 400, Jackson, MS 39201 and mailing address of 401 East Capitol Street, Suite 400, Jackson, MS 39201, hereinafter called the ENGINEER.

WHEREAS, the OWNER has undertaken a Municipal Street Improvement Program to address transportation needs for the CITY OF CLINTON; and WHEREAS, one portion of this program is to complete the final engineering design of the Clinton Parkway Improvements, perform preliminary and final design of the McRaven Street Improvements from Monroe Street to the proposed Clinton Parkway and to provide bidding phase services on the project;

WHEREAS, the ENGINEER has completed the preliminary design of the Clinton Parkway Improvements and has provided the OWNER with a preliminary design report;

WHEREAS, the OWNER has decided to retain the ENGINEER for the final engineering design of the Clinton Parkway, preliminary and final design of the McRaven Street Improvements and bidding phase services for the project;

WHEREAS, the ENGINEER is willing to render such professional engineering services for the consideration and upon the terms hereinafter stated;

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the parties hereto agree as follows:

SECTION 1 - FACILITIES TO BE CONSTRUCTED

- A. The work to be performed under this Agreement consists of providing professional engineering services for the final engineering design of the Clinton Parkway, preliminary and final design of the McRaven Street Improvements and bidding phase services. The following exhibits are attached to and made a part of this Agreement:

ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

SECTION 8 - PERSONNEL AND FACILITIES

The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 5 above. Such personnel shall not be employees of nor have contractual relationship with the OWNER. All personnel assigned to work shall be fully qualified. The ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.

SECTION 9 - AUTHORIZED REPRESENTATIVES OF THE ENGINEER

John McKee (No. 9688) is authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this project.

SECTION 11 - CHANGES TO AGREEMENT

This Agreement contains all of the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment duly executed by both parties.

SECTION 12 - FEDERAL GRANTS

In the event any federal grants or funding may become available, the ENGINEER agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 13 - CONSTRUCTION COST AND OPINIONS OF COST

Since ENGINEER has not control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, his opinion of probable construction cost provided for herein is to be made on the basis of his experience and qualifications and represent his best judgement as an experienced and qualified professional engineer. His opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by him.

SECTION 14 - ACCEPTANCE

IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

CITY OF CLINTON, MISSISSIPPI

ABMB ENGINEERS, INCORPORATED

Rosemary G. Aultman
Mayor

Kenneth W. Adkins
Kenneth W. Adkins, President

ATTEST:

Nelson Byrd

ATTEST:

Geo M. Ford

EXHIBIT A

CITY OF CLINTON, MISSISSIPPI

CLINTON PARKWAY IMPROVEMENTS

PROJECT DESCRIPTION

The work included in the scope of this Agreement consists of providing Professional Engineering and Technical Services in connection with the final engineering design for the Clinton Parkway, preliminary and final engineering design of the McRaven Street Improvements and bidding phase services for the project as more specifically described as follows:

Clinton Parkway between U.S. Highway 80 and Northside Drive and improvements to McRaven Street from Monroe Street to the proposed Clinton Parkway within the corporate limits of Clinton, Mississippi.

EXHIBIT B

SCOPE OF ENGINEERING DESIGN PHASE SERVICES

CLINTON PARKWAY IMPROVEMENTS

1.0 BASIC SERVICES

- 1.1 Preliminary Engineering Design Phase - The work in the Preliminary Engineering Design Phase is applicable to the design of the McRaven Street Improvements only and will be initiated upon receipt of the Notice to Proceed and shall be completed in the following steps:
 - 1.1.1 Consult with the OWNER to clarify and define the OWNER'S requirements for the Project and review available data.
 - 1.1.2 Make on-site surveys needed for preliminary design. Stake and reference a baseline for the project and establish monument type bench marks.
 - 1.1.3 Locate all telephone, electric power, gas, water, sewer and any other utility lines, including their component structures, from as built record drawings and field surveys. Identify the OWNER of each utility.
 - 1.1.4 Prepare preliminary plan-profile sheets, platting pertinent topography and ground survey data or, in lieu thereof, add the leading dimensions and supplementary ground survey data to photogrammetric base maps. Establish preliminary horizontal and vertical alignment of the street and indicate same on the plan/profile sheets.
 - 1.1.5 Develop a general description, criteria for right of way, working easements and permanent easement widths (not metes and bounds) and indicate preliminary right of way and easement requirements on plan/profile sheets. Determine apparent ownership of property where working or permanent easements are required.
 - 1.1.6 Develop the general description and written criteria for storm drainage.
 - 1.1.7 Furnish three (3) copies of the above preliminary design documents to the OWNER for review and approval.

- 1.2 Final Engineering Design Phase - The work in the Final Engineering Phase is applicable to the design of the McRaven Street Improvements and the Clinton Parkway Improvements and will be initiated upon receipt of the Notice to Proceed and shall be completed in the following steps:
- 1.2.1 On the basis of approved preliminary design documents, prepare detailed plans, specifications, and contract documents for approval by the OWNER.
 - 1.2.2 Modify plan/profile sheets as necessary to reflect OWNER'S comments on Preliminary Design Documents and complete Form RWD-600.
 - 1.2.3 Provide, as necessary and agreed to by OWNER, subsurface exploration by a qualified geotechnical consultant to determine soil conditions and parameters for final design.
 - 1.2.4 Contact the utility companies whose facilities or rights of way will be affected by the proposed construction. Make on-site inspections with the utility companies' representatives to determine the feasibility of the construction as proposed.
 - 1.2.5 Make on-site field surveys necessary for final design.
 - 1.2.6 Participate in a location and design inspection of the site with state and federal officials and prepare location and design study report.
 - 1.2.7 Participate in plan-in-hand inspection of the project site with state and federal officials.
 - 1.2.8 Prepare Environmental Assessment of the impacts of the project to the environment as required by STP Rules and Regulations (assumes environmental impact statement will not be required and that no hazardous waste problems are detected within the proposed right-of-way.)
 - 1.2.9 Perform detailed design and prepare construction drawings for street improvements, and utilities.
 - 1.2.10 Perform detailed design and prepare construction drawings for bridges, box culverts, storm sewers (size and alignment), utilities, pavement structure, signalization and striping. Signalization design shall include connecting new signals to master signal controller. Determine all earthwork requirements for the project.
 - 1.2.11 Perform detailed design and prepare construction drawings for minor structures if needed.

- 1.2.12 Participate in office review of plans and specifications with state and federal representatives.
- 1.2.13 Prepare right of way plans color coded to reflect all right of way and easements required and prepare plats and property descriptions for all parcels required (assumes Relocation Assistance Plan to be prepared by others.)
- 1.2.14 Prepare plan for maintenance of traffic and property access during construction, said plan to consist of a written description along with drawings.
- 1.2.15 Prepare contract documents and specifications.
- 1.2.16 Prepare recap of quantities and a construction cost estimate.
- 1.2.17 Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence, and other memoranda. The notebook shall be indexed.
- 1.2.17 Prepare PS&E Assembly and submit three (3) sets of the above final design documents to the OWNER for review and approval.

2.0 BIDDING PHASE - The work in the Bidding Phase is applicable to the McRaven Street Improvements and the Clinton Parkway Improvements and is based on improvements to both streets being in a single construction contract. Services will be initiated upon receipt of the Notice to Proceed and shall be completed in the following steps:

- 2.1 Furnish up to a maximum of two (2) copies of the Plans and Contract Documents to the OWNER prior to bidding.
- 2.2 Prepare and issue Contract Documents to prospective bidders, and keep a record of their issuance.
- 2.3 Prepare and issue Addenda (where required and after approval by the OWNER) to each known procurer of the Contract Documents.
- 2.4 Provide nonbinding type information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- 2.5 Conduct a Pre-Bid conference if requested by the OWNER.
- 2.6 Attend the opening and reading of bids. Verify extension and totals. Review the bids and make recommendations to the OWNER regarding the award of the Contract.
- 2.7 Assist the OWNER in the preparation of the documents necessary to complete the award.

2.8 Submit bidding phase documents to MDOT for review and approval.

2.0 REPORTING

2.1.1 The ENGINEER shall submit a progress report by the tenth of each month. The progress report shall include, but not be limited to a summary of the work tasks completed the previous month, a discussion of any major problems encountered and the status of resolution of same, and a discussion of tasks to be accomplished during the upcoming month. The progress report shall be submitted with the ENGINEER'S invoice for services. The OWNER shall establish the format for the progress report.

2.1.2 The ENGINEER shall schedule a coordination meetings as required to be held in the OWNER'S office. The ENGINEER'S project manager shall be in attendance. The meetings shall be scheduled by the ENGINEER who shall prepare a written agenda which shall be sent to the OWNER at least four days in advance. The ENGINEER shall prepare and submit to the OWNER the minutes of the meeting.

3.0 ADDITIONAL SERVICES

3.1 Any services not included in the Exhibit B shall be considered Additional Services. The OWNER will pay the ENGINEER for authorized Additional Services in accordance with the terms of Exhibit C.

EXHIBIT C

COMPENSATION FOR PROFESSIONAL SERVICES

CLINTON PARKWAY IMPROVEMENTS

SECTION 1 - BASIS OF COMPENSATION

- 1.1 Compensation as provided herein shall only be for services rendered in conjunction with the approved Project as listed in Exhibit A. The Scope of Work for these services is specified in Exhibit B. All services not specified in Exhibit B shall be considered as Additional Services. The following conditions shall apply to services performed under this Agreement.
- 1.2 OWNER shall pay ENGINEER for Additional Services not outlined in this Agreement only when these Additional Services are authorized in writing by the OWNER and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all professional engineering services as set forth in Exhibit B of this Agreement, the OWNER shall reimburse the ENGINEER a lump sum fee of \$484,262.00.
- 1.4 Times of Payments
 - 1.4.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month. The amount of each invoice will be based upon the estimated percent completion of the final design process.
 - 1.4.2 The OWNER shall make payments within 45 days after receipt and approval of the ENGINEER'S invoices. If the ENGINEER'S invoices are correct and in the format acceptable to the OWNER, the OWNER will approve the ENGINEER'S invoices within 21 days after receipt by the OWNER.

SECTION 2 - CHANGES

- 2.1 The ENGINEER and OWNER acknowledge that the Lump Sum Fee contained in Paragraph 1.3 above has been negotiated and established predicated upon the projected completion date (Exhibit D) and the scope of services set forth in Exhibit B. For Additional Services, or if the scope of services are changed at the OWNER'S written direction and through no

fault of the ENGINEER, or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER, and such delay causes an increase in the ENGINEER'S costs, additional satisfactory compensation may be agreed upon between the OWNER and the ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this Contract in accordance with the schedules set forth in Exhibit D, may result in the termination of the Contract by the OWNER.

SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES

- 3.1 For Additional Services as authorized in writing by the OWNER and defined in Section 3 to the Agreement for Engineering Services, and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall adjust the ENGINEER'S lump sum fee to include the costs associated with these services. An amendment to the Agreement shall be prepared and executed which shall describe the authorized additional services and the lump sum fee to be paid to the ENGINEER for said services.

SECTION 4 - PAYMENT TO ENGINEER'S SUB-CONSULTANT(S)

- 4.1 The ENGINEER may select a sub-consultant(s) to provide special services. The sub-consultant(s) shall be subject to approval by the OWNER.

EXHIBIT D

SCHEDULE OF WORK

CLINTON PARKWAY IMPROVEMENTS

SECTION 1 - PERIOD OF SERVICE

- 1.1 The Schedule of Work for the services included under this Agreement is as follows:

<u>Task</u>	<u>Cumulative Time (Calendar Days)</u>
Submit Form RWD-600 to Mississippi Department of Transportation (MDOT)	14
Submit Location and Design Study Report to MDOT	50
Submit Plans for Field Inspection to MDOT	90
Submit Plans for Office Review to MDOT	180
Submit PS&E Assembly to MDOT	260*
Bidding Phase Services	320*

The ENGINEER agrees to commit its best efforts to expedite the above schedule in order to secure STP Funding during the current calendar year. It is understood, however, that the ENGINEER has no control over the time required by state and federal agencies to review and approve plans and environmental documents, or the time frame in which state and federal agencies choose to authorize STP Funding for projects. The time frame for completion of bidding phase services is dependent on state and federal authorization to advertise for bids.

* PS&E Assembly cannot be submitted until environmental documents related to the project are approved by state and federal agencies and right-of-way acquisition is completed by the City of Clinton. This schedule was prepared under the assumptions that: (1) an Environmental Assessment will satisfy the environmental requirements associated with STP Funding and that an Environmental Impact Statement will not be required; (2) a hazardous waste problem is not detected along the proposed right-of-way; and (3) the Relocation Assistance Plan is prepared by others. The schedule further assumes that state and federal agencies will complete their review of the ENGINEER'S submittals within a reasonable time frame.

11.

**MISSISSIPPI DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT
CAPITAL IMPROVEMENTS LOAN PROGRAM**

LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of February 9, 1996 (this "Agreement") by and between the Mississippi Department of Economic and Community Development ("DECD") and the entity set forth in Item 1 of Annex A (the "Local Entity").

WITNESSETH:

WHEREAS, the Mississippi Capital Improvements Act, Section 57-1-301 (the "Act"), was enacted and authorized DECD to make interest-bearing loans to local entities for capital improvements; and

WHEREAS, the Local Entity has agreed to retain title to the capital improvements and has requested DECD to finance a portion of the cost associated with the development of these improvements, more particularly described in Item 2 of Annex A (the "Project"); and

WHEREAS, pursuant to the act and the guidelines adopted by DECD under the Act (the "Guidelines"), the Local Entity has filed an application (the "Application") with DECD for a loan to be used for the development of the Project, more particularly described in Item 2 of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, DECD has agreed to provide the Local Entity with a loan under the Act in the amount set forth in Item 3 of Annex A (the "Loan") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project by the Local Entity; and

WHEREAS, to secure the payment of the Loan, the Local Entity has authorized, executed, and delivered the Note (as hereinafter defined) to DECD.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, THIS LOAN AGREEMENT WITNESSETH:

That the parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, do hereby agree as follows:

SECTION 1. *Loan.* Subject to and upon the terms and conditions set forth herein, DECD agrees to make the Loan to the Local Entity and the Local Entity agrees to borrow the proceeds of the Loan from DECD. The Loan will be evidenced by a promissory note payable to the order of DECD and dated as of the date hereof in substantially the form attached hereto as Exhibit A attached hereto (the "Note"), which Note shall bear interest at the rate or rates per annum set forth in Item 4 of Annex A and as shown on the face of the Note. Subject to the provisions of this Agreement, the Act, the Application, and the Guidelines, and upon execution of this Agreement, the Note and any other documents required by DECD to secure the Local Entity's repayment of the Loan, DECD shall pay the proceeds of the Loan unto the Local Entity in order to finance, in part, the Project. The Local Entity can submit only one request for cash per month to DECD, and the total amount of requested funds for the project cannot exceed the maximum loan amount. The amount of the request can only be for eligible costs on current cash needs basis.

SECTION 2. *Loan Payments and the Note.* All payments payable by the Local Entity under this Agreement and the Note (the "Loan Payments") are due and payable at the times and in the amounts set forth in Item 4 of Annex A. DECD directs the Local Entity, and the Local Entity agrees to pay to DECD, at the address set forth in Section 9 hereinbelow, all payments payable by the Local Entity pursuant to this Agreement.

Failure of the Local Entity to meet its repayment obligations shall result in the forfeiture of sales tax allocation and/or homestead exemption reimbursement in an amount sufficient to repay obligations due pursuant to Section 57-1-303(3) of the Act.

The Local Entity shall execute the Note to evidence its obligation to make the Loan Payments and any other sums payable by the Local Entity hereunder.

It is understood and agreed that all Loan Payments by the Local Entity under this Agreement and the Note shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set-off, counterclaim or recoupment arising out of any breach by DECD, or the State of any obligation to the Local Entity, whether hereunder or otherwise, or out of any indebtedness or liability at anytime owing to the Local Entity by DECD or the State.

The Local Entity may, at its option, at any time and from time to time prepay the Loan without premium or penalty.

SECTION 3. *Representations of DECD.* DECD makes the following representations as the basis for the undertakings on the part of the Local Entity herein contained.

(a) DECD is an agency of the State and is authorized pursuant to the provisions of the Act and the Guidelines to enter into the transactions contemplated by this Agreement.

(b) DECD has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(c) DECD is not in default under any provisions of the laws of the State material to the performance of its obligations under this Agreement.

(d) DECD has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to DECD, this Agreement is valid and legally binding and enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited (1) by bankruptcy, reorganization, or similar laws limiting the enforceability of creditor's rights generally or (2) by the availability of any discretionary equitable remedies.

(e) The Loan for the activity or activities described in Annex A Item 2 to the Local Entity, as provided by this Agreement, will further the purposes of the Act, to wit: to assist local entities in the providing capital improvements.

SECTION 4. *Representations of the Local Entity.* The Local Entity makes the following representations as the basis for the Loan and the undertakings on the part of DECD herein contained:

(a) The Local Entity has all necessary power and authority to enter into and perform its duties under this Agreement and the Note and, when adopted or when executed and delivered by the respective parties hereto and thereto, this Agreement and the Note will constitute legal, valid, and binding obligations of the Local Entity enforceable in accordance with their respective terms except to the extent that the enforceability of the rights set forth herein and therein may be limited by bankruptcy, reorganization, insolvency, moratorium, or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein and therein may be limited by the validity of any particular remedy. The execution and delivery of this Agreement and the Note and compliance with the provisions of each, will not conflict with, or constitute a breach of or default under, the

Local Entity's duties under any law, administrative regulation, court decree, resolution, charter, by-laws, or other agreement to which the Local Entity is subject or by which it is bound.

(b) There is no consent, approval, authorization or other order of, filing with, or certification from any regulatory authority having jurisdiction over the Local Entity required for the execution and delivery or the consummation by the Local Entity of any of the transactions contemplated by this Agreement and the Note which have not already been obtained.

(c) There is no action, suit, proceeding, or investigation at law or in equity before or by any court, governmental agency or body pending or, to the best knowledge of the Local Entity, after reasonable investigation and due inquiry, threatened against the Local Entity to restrain or enjoin the execution or delivery of the Note, or the making of the Loan Payments contemplated by this Agreement and the Note, or in any way contesting or affecting the validity of this Agreement and the Note or contesting the powers of the Local Entity to adopt, enter into or perform its obligations under any of the foregoing or materially and adversely affecting the properties or conditions (financial or otherwise) or existence or powers of the Local Entity.

(d) It shall comply with the terms and provisions of this Agreement, the Note, the Act, and the Guidelines.

(e) It is not in default under any previous loans from DECD, the State, or the Federal Government.

(f) All information furnished by the Local Entity to DECD for the purpose of approving the Loan, including, but not limited to, the Application, is true, accurate, and complete as of the date hereof and thereof.

(g) The Loan is being made to finance the Project and will not be used for any other purpose.

SECTION 5. *Covenants of the Local Entity.* The Local Entity covenants and agrees, until the Loan is repaid and satisfied in full according to the terms of this Agreement, as follows:

(a) The Local Entity will retain title, maintain, preserve, keep the Project in good working order, and condition. For water and wastewater improvements, the local entity must have established a reserve fund prior to loan

closing and the fund should have the equivalent of one year maintenance cost at the end of the first year. For improvements in fire protection, the Local entity must meet the National Fire Protection Association (NFPA) standards in the 1900 series.

(b) The Local Entity shall not, without the prior written consent of DECD, create, assume, or otherwise suffer to exist any mortgage, pledge, or other encumbrance upon the Project.

(c) The Local Entity shall promptly give to DECD written notice of any event of default as specified in Section 9 hereof or any event that, upon lapse of time or notice or both, would become an event of default.

SECTION 6. Defaults and Remedies. The following shall be "events of default" under this Agreement, and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Local Entity to pay or cause to be paid when due any payments required to be paid under Section 2 hereof and the Note;

(b) Failure by the Local Entity to observe and perform in any material way, any covenant, conditions or agreement on its part to be observed or performed as set forth herein, which failure shall not be cured to the satisfaction of DECD within the earlier of ten (10) days after actual knowledge thereof by the Local Entity or written notice, specifying such failure and requesting that it be remedied, is given to the Local Entity by DECD;

(c) Any written representation or written warranty made by the Local Entity in or with respect to this Agreement shall prove to have been false in any material respect at the time of execution by the Local Entity of this Agreement;

(d) The Local Entity shall commence a voluntary case or other proceeding in bankruptcy or seeking liquidation, reorganization, arrangement, readjustment of its debts or for any other relief under the federal bankruptcy laws, as amended, or under any other insolvency act or law, state or federal, now or hereafter existing or shall take any other action indicating its consent to, approval of, or acquiescence in any such case or proceedings, and said proceeding is not dismissed within thirty (30) days after the commencement thereof; the Local Entity shall apply for, or consent to or acquiesce in the appointment of a receiver, liquidator, custodian, sequestrator or a trustee for all or a substantial part of its property; the Local Entity

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written on the cover page hereof.

(S E A L)

MISSISSIPPI DEPARTMENT OF
ECONOMIC AND COMMUNITY
DEVELOPMENT

Attest

Janet Ciddell
Title Associate Manager

By

James B. Heidel
James B. Heidel, Executive Director

(S E A L)

City of Clinton

Attest

Christine Walls

By

Rosemary Aultman
Rosemary Aultman, Mayor

Title Deputy City Clerk

**Annex A
to
Loan Agreement**

Item 1 Name of Local Entity

City of Clinton

Item 2 Description of Project:

To construct a fire station as specified in their 1995 Capital Improvements Revolving Loan application.

Item 3 Loan Amount:

Note: Not To Exceed \$1,000,000.00

Item 4 Loan Terms and Conditions

The terms of the Note shall be for 15 years following the completion of the capital improvements at 3.75% annual interest computed daily. Monthly payments shall be made as evidenced by the attached loan amortization schedule except interest may be adjusted to reflect the actual dates of disbursement. The payments will begin on the date reflected on the amortization schedule or 30 days after the completion date of the project; whichever date comes first.

Item 5 Address Notice:

Department of Economic and Community Development
1300 Walter Sillers Building
Post Office Box 849
Jackson, Mississippi 39205
Attention: Community Services

STATE OF MISSISSIPPI)
)
COUNTY OF HINDS)

Janet M. Biddell
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES: JUNE 7, 1997
BONDED THIRD STATEWIDE NOTARY SERVICE

ACKNOWLEDGMENT OF

STATE OF MISSISSIPPI)
)
COUNTY OF Hinds)

Personally appeared before me, the undersigned authority in and for the said local entity and state, on this the 22nd day of February, 1996, within my jurisdiction, the within named Rosemary Aultman, who acknowledged she is Mayor of the City of Clinton, and that for and on behalf of the City of Clinton is and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by the City of Clinton so to do.

Chestin E. Walls
Notary Public

(S E A L)

My Commission Expires:

My Commission Expires July 24, 1998

Applicant City of Clinton
Address : Post Office Box 156
Address : Clinton, Mississippi 39060
Loan # : 5-147-CP-01
Description : to construct a new fire station as specified in their 1995 Capital Improvements Revolving Loan Application.

		Orig Balance		Orig Rate	Term (yrs)	1st PMT	Future Value		
		\$1,000,000		3.75%	15	08/01/96	\$0		
Pmt #	Date	Yr Rate	P&I Payment	Principal	Interest	Extra Prin	New Balance	Cum. Interest	Yearly Total Int
-	Jul-96			-	-	-	\$1,000,000.00	-	-
1	Aug-96	3.75%	\$7,272.22	\$4,147.22	\$3,125.00	\$0.00	\$995,852.78	\$3,125.00	\$3,125.00
2	Sep-96	3.75%	\$7,272.22	\$4,160.18	\$3,112.04	\$0.00	\$991,692.60	\$6,237.04	\$6,237.04
3	Oct-96	3.75%	\$7,272.22	\$4,173.18	\$3,099.04	\$0.00	\$987,519.42	\$9,336.08	\$9,336.08
4	Nov-96	3.75%	\$7,272.22	\$4,186.22	\$3,086.00	\$0.00	\$983,333.20	\$12,422.08	\$12,422.08
5	Dec-96	3.75%	\$7,272.22	\$4,199.30	\$3,072.92	\$0.00	\$979,133.90	\$15,495.00	\$15,495.00
6	Jan-97	3.75%	\$7,272.22	\$4,212.43	\$3,059.79	\$0.00	\$974,921.47	\$18,554.79	\$3,059.79
7	Feb-97	3.75%	\$7,272.22	\$4,225.59	\$3,046.63	\$0.00	\$970,695.88	\$21,601.42	\$6,106.42
8	Mar-97	3.75%	\$7,272.22	\$4,238.80	\$3,033.42	\$0.00	\$966,457.08	\$24,634.84	\$9,139.84
9	Apr-97	3.75%	\$7,272.22	\$4,252.04	\$3,020.18	\$0.00	\$962,205.04	\$27,655.02	\$12,160.02
10	May-97	3.75%	\$7,272.22	\$4,265.33	\$3,006.89	\$0.00	\$957,939.71	\$30,661.91	\$15,166.91
11	Jun-97	3.75%	\$7,272.22	\$4,278.66	\$2,993.56	\$0.00	\$953,661.05	\$33,655.47	\$18,160.47
12	Jul-97	3.75%	\$7,272.22	\$4,292.03	\$2,980.19	\$0.00	\$949,369.02	\$36,635.66	\$21,140.66
13	Aug-97	3.75%	\$7,272.22	\$4,305.44	\$2,966.78	\$0.00	\$945,063.58	\$39,602.44	\$24,107.44
14	Sep-97	3.75%	\$7,272.22	\$4,318.90	\$2,953.32	\$0.00	\$940,744.68	\$42,555.76	\$27,060.76
15	Oct-97	3.75%	\$7,272.22	\$4,332.39	\$2,939.83	\$0.00	\$936,412.29	\$45,495.59	\$30,000.59
16	Nov-97	3.75%	\$7,272.22	\$4,345.93	\$2,926.29	\$0.00	\$932,066.36	\$48,421.88	\$32,926.88
17	Dec-97	3.75%	\$7,272.22	\$4,359.51	\$2,912.71	\$0.00	\$927,706.85	\$51,334.59	\$35,839.59
18	Jan-98	3.75%	\$7,272.22	\$4,373.14	\$2,899.08	\$0.00	\$923,333.71	\$54,233.67	\$2,899.08
19	Feb-98	3.75%	\$7,272.22	\$4,386.80	\$2,885.42	\$0.00	\$918,946.91	\$57,119.09	\$5,784.50
20	Mar-98	3.75%	\$7,272.22	\$4,400.51	\$2,871.71	\$0.00	\$914,546.40	\$59,990.80	\$8,656.21
21	Apr-98	3.75%	\$7,272.22	\$4,414.26	\$2,857.96	\$0.00	\$910,132.14	\$62,848.76	\$11,514.17
22	May-98	3.75%	\$7,272.22	\$4,428.06	\$2,844.16	\$0.00	\$905,704.08	\$65,692.92	\$14,358.33
23	Jun-98	3.75%	\$7,272.22	\$4,441.89	\$2,830.33	\$0.00	\$901,262.19	\$68,523.25	\$17,188.66
24	Jul-98	3.75%	\$7,272.22	\$4,455.78	\$2,816.44	\$0.00	\$896,806.41	\$71,339.69	\$20,005.10
25	Aug-98	3.75%	\$7,272.22	\$4,469.70	\$2,802.52	\$0.00	\$892,336.71	\$74,142.21	\$22,807.62
26	Sep-98	3.75%	\$7,272.22	\$4,483.67	\$2,788.55	\$0.00	\$887,853.04	\$76,930.76	\$25,596.17
27	Oct-98	3.75%	\$7,272.22	\$4,497.68	\$2,774.54	\$0.00	\$883,355.36	\$79,705.30	\$28,370.71
28	Nov-98	3.75%	\$7,272.22	\$4,511.73	\$2,760.49	\$0.00	\$878,843.63	\$82,465.79	\$31,131.20
29	Dec-98	3.75%	\$7,272.22	\$4,525.83	\$2,746.39	\$0.00	\$874,317.80	\$85,212.18	\$33,877.59
30	Jan-99	3.75%	\$7,272.22	\$4,539.98	\$2,732.24	\$0.00	\$869,777.82	\$87,944.42	\$2,732.24
31	Feb-99	3.75%	\$7,272.22	\$4,554.16	\$2,718.06	\$0.00	\$865,223.66	\$90,662.48	\$5,450.30
32	Mar-99	3.75%	\$7,272.22	\$4,568.40	\$2,703.82	\$0.00	\$860,655.26	\$93,366.30	\$8,154.12
33	Apr-99	3.75%	\$7,272.22	\$4,582.67	\$2,689.55	\$0.00	\$856,072.59	\$96,055.85	\$10,843.67
34	May-99	3.75%	\$7,272.22	\$4,596.99	\$2,675.23	\$0.00	\$851,475.60	\$98,731.08	\$13,518.90
35	Jun-99	3.75%	\$7,272.22	\$4,611.36	\$2,660.86	\$0.00	\$846,864.24	\$101,391.94	\$16,179.76
36	Jul-99	3.75%	\$7,272.22	\$4,625.77	\$2,646.45	\$0.00	\$842,238.47	\$104,038.39	\$18,826.21
37	Aug-99	3.75%	\$7,272.22	\$4,640.22	\$2,632.00	\$0.00	\$837,598.25	\$106,670.39	\$21,458.21
38	Sep-99	3.75%	\$7,272.22	\$4,654.73	\$2,617.49	\$0.00	\$832,943.52	\$109,287.88	\$24,075.70
39	Oct-99	3.75%	\$7,272.22	\$4,669.27	\$2,602.95	\$0.00	\$828,274.25	\$111,890.83	\$26,678.65
40	Nov-99	3.75%	\$7,272.22	\$4,683.86	\$2,588.36	\$0.00	\$823,590.39	\$114,479.19	\$29,267.01
41	Dec-99	3.75%	\$7,272.22	\$4,698.50	\$2,573.72	\$0.00	\$818,891.89	\$117,052.91	\$31,840.73
42	Jan-2000	3.75%	\$7,272.22	\$4,713.18	\$2,559.04	\$0.00	\$814,178.71	\$119,611.95	\$2,559.04
43	Feb-2000	3.75%	\$7,272.22	\$4,727.91	\$2,544.31	\$0.00	\$809,450.80	\$122,156.26	\$5,103.35
44	Mar-2000	3.75%	\$7,272.22	\$4,742.69	\$2,529.53	\$0.00	\$804,708.11	\$124,685.79	\$7,632.88
45	Apr-2000	3.75%	\$7,272.22	\$4,757.51	\$2,514.71	\$0.00	\$799,950.60	\$127,200.50	\$10,147.59

Applicant City of Clinton
Address : Post Office Box 156
Address : Clinton, Mississippi 39060
Loan # : 5-147-CP-01
Description : to construct a new fire station as specified in their 1995 Capital Improvements Revolving Loan Application.

		Orig Balance		Orig Rate	Term (yrs)	1st PMT	Future Value		
		\$1,000,000		3.75%	15	08/01/96	\$0		
Pmt #	Date	Yr Rate	P&I Payment	Principal	Interest	Extra Prin	New Balance	Cum. Interest	Yearly Total Int
46	May-2000	3.75%	\$7,272.22	\$4,772.37	\$2,499.85	\$0.00	\$795,178.23	\$129,700.35	\$12,647.44
47	Jun-2000	3.75%	\$7,272.22	\$4,787.29	\$2,484.93	\$0.00	\$790,390.94	\$132,185.28	\$15,132.37
48	Jul-2000	3.75%	\$7,272.22	\$4,802.25	\$2,469.97	\$0.00	\$785,588.69	\$134,655.25	\$17,602.34
49	Aug-2000	3.75%	\$7,272.22	\$4,817.26	\$2,454.96	\$0.00	\$780,771.43	\$137,110.21	\$20,057.30
50	Sep-2000	3.75%	\$7,272.22	\$4,832.31	\$2,439.91	\$0.00	\$775,939.12	\$139,550.12	\$22,497.21
51	Oct-2000	3.75%	\$7,272.22	\$4,847.41	\$2,424.81	\$0.00	\$771,091.71	\$141,974.93	\$24,922.02
52	Nov-2000	3.75%	\$7,272.22	\$4,862.56	\$2,409.66	\$0.00	\$766,229.15	\$144,384.59	\$27,331.68
53	Dec-2000	3.75%	\$7,272.22	\$4,877.75	\$2,394.47	\$0.00	\$761,351.40	\$146,779.06	\$29,726.15
54	Jan-2001	3.75%	\$7,272.22	\$4,893.00	\$2,379.22	\$0.00	\$756,458.40	\$149,158.28	\$2,379.22
55	Feb-2001	3.75%	\$7,272.22	\$4,908.29	\$2,363.93	\$0.00	\$751,550.11	\$151,522.21	\$4,743.15
56	Mar-2001	3.75%	\$7,272.22	\$4,923.63	\$2,348.59	\$0.00	\$746,626.48	\$153,870.80	\$7,091.74
57	Apr-2001	3.75%	\$7,272.22	\$4,939.01	\$2,333.21	\$0.00	\$741,687.47	\$156,204.01	\$9,424.95
58	May-2001	3.75%	\$7,272.22	\$4,954.45	\$2,317.77	\$0.00	\$736,733.02	\$158,521.78	\$11,742.72
59	Jun-2001	3.75%	\$7,272.22	\$4,969.93	\$2,302.29	\$0.00	\$731,763.09	\$160,824.07	\$14,045.01
60	Jul-2001	3.75%	\$7,272.22	\$4,985.46	\$2,286.76	\$0.00	\$726,777.63	\$163,110.83	\$16,331.77
61	Aug-2001	3.75%	\$7,272.22	\$5,001.04	\$2,271.18	\$0.00	\$721,776.59	\$165,382.01	\$18,602.95
62	Sep-2001	3.75%	\$7,272.22	\$5,016.67	\$2,255.55	\$0.00	\$716,759.92	\$167,637.56	\$20,858.50
63	Oct-2001	3.75%	\$7,272.22	\$5,032.35	\$2,239.87	\$0.00	\$711,727.57	\$169,877.43	\$23,098.37
64	Nov-2001	3.75%	\$7,272.22	\$5,048.07	\$2,224.15	\$0.00	\$706,679.50	\$172,101.58	\$25,322.52
65	Dec-2001	3.75%	\$7,272.22	\$5,063.85	\$2,208.37	\$0.00	\$701,615.65	\$174,309.95	\$27,530.89
66	Jan-2002	3.75%	\$7,272.22	\$5,079.67	\$2,192.55	\$0.00	\$696,535.98	\$176,502.50	\$2,192.55
67	Feb-2002	3.75%	\$7,272.22	\$5,095.55	\$2,176.67	\$0.00	\$691,440.43	\$178,679.17	\$4,369.22
68	Mar-2002	3.75%	\$7,272.22	\$5,111.47	\$2,160.75	\$0.00	\$686,328.96	\$180,839.92	\$6,529.97
69	Apr-2002	3.75%	\$7,272.22	\$5,127.44	\$2,144.78	\$0.00	\$681,201.52	\$182,984.70	\$8,674.75
70	May-2002	3.75%	\$7,272.22	\$5,143.47	\$2,128.75	\$0.00	\$676,058.05	\$185,113.45	\$10,803.50
71	Jun-2002	3.75%	\$7,272.22	\$5,159.54	\$2,112.68	\$0.00	\$670,898.51	\$187,226.13	\$12,916.18
72	Jul-2002	3.75%	\$7,272.22	\$5,175.66	\$2,096.56	\$0.00	\$665,722.85	\$189,322.69	\$15,012.74
73	Aug-2002	3.75%	\$7,272.22	\$5,191.84	\$2,080.38	\$0.00	\$660,531.01	\$191,403.07	\$17,093.12
74	Sep-2002	3.75%	\$7,272.22	\$5,208.06	\$2,064.16	\$0.00	\$655,322.95	\$193,467.23	\$19,157.28
75	Oct-2002	3.75%	\$7,272.22	\$5,224.34	\$2,047.88	\$0.00	\$650,098.61	\$195,515.11	\$21,205.16
76	Nov-2002	3.75%	\$7,272.22	\$5,240.66	\$2,031.56	\$0.00	\$644,857.95	\$197,546.67	\$23,236.72
77	Dec-2002	3.75%	\$7,272.22	\$5,257.04	\$2,015.18	\$0.00	\$639,600.91	\$199,561.85	\$25,251.90
78	Jan-2003	3.75%	\$7,272.22	\$5,273.47	\$1,998.75	\$0.00	\$634,327.44	\$201,560.60	\$1,998.75
79	Feb-2003	3.75%	\$7,272.22	\$5,289.95	\$1,982.27	\$0.00	\$629,037.49	\$203,542.87	\$3,981.02
80	Mar-2003	3.75%	\$7,272.22	\$5,306.48	\$1,965.74	\$0.00	\$623,731.01	\$205,508.61	\$5,946.76
81	Apr-2003	3.75%	\$7,272.22	\$5,323.06	\$1,949.16	\$0.00	\$618,407.95	\$207,457.77	\$7,895.92
82	May-2003	3.75%	\$7,272.22	\$5,339.70	\$1,932.52	\$0.00	\$613,068.25	\$209,390.29	\$9,828.44
83	Jun-2003	3.75%	\$7,272.22	\$5,356.38	\$1,915.84	\$0.00	\$607,711.87	\$211,306.13	\$11,744.28
84	Jul-2003	3.75%	\$7,272.22	\$5,373.12	\$1,899.10	\$0.00	\$602,338.75	\$213,205.23	\$13,643.38
85	Aug-2003	3.75%	\$7,272.22	\$5,389.91	\$1,882.31	\$0.00	\$596,948.84	\$215,087.54	\$15,525.69
86	Sep-2003	3.75%	\$7,272.22	\$5,406.75	\$1,865.47	\$0.00	\$591,542.09	\$216,953.01	\$17,391.16
87	Oct-2003	3.75%	\$7,272.22	\$5,423.65	\$1,848.57	\$0.00	\$586,118.44	\$218,801.58	\$19,239.73
88	Nov-2003	3.75%	\$7,272.22	\$5,440.60	\$1,831.62	\$0.00	\$580,677.84	\$220,633.20	\$21,071.35
89	Dec-2003	3.75%	\$7,272.22	\$5,457.60	\$1,814.62	\$0.00	\$575,220.24	\$222,447.82	\$22,885.97
90	Jan-2004	3.75%	\$7,272.22	\$5,474.66	\$1,797.56	\$0.00	\$569,745.58	\$224,245.38	\$1,797.56
91	Feb-2004	3.75%	\$7,272.22	\$5,491.77	\$1,780.45	\$0.00	\$564,253.81	\$226,025.83	\$3,578.01

Applicant City of Clinton
Address : Post Office Box 156
Address : Clinton, Mississippi 39060
Loan # : 5-147-CP-01

Description : to construct a new fire station as specified in their 1995 Capital Improvements Revolving Loan Application.

Orig Balance Orig Rate Term (yrs) 1st PMT Future Value
\$1,000,000 3.75% 15 08/01/96 \$0

Pmt #	Date	Yr Rate	P&I Payment	Principal	Interest	Extra Prin	New Balance	Cum. Interest	Yearly Total Int
92	Mar-2004	3.75%	\$7,272.22	\$5,508.93	\$1,763.29	\$0.00	\$558,744.88	\$227,789.12	\$5,341.30
93	Apr-2004	3.75%	\$7,272.22	\$5,526.14	\$1,746.08	\$0.00	\$553,218.74	\$229,535.20	\$7,087.38
94	May-2004	3.75%	\$7,272.22	\$5,543.41	\$1,728.81	\$0.00	\$547,675.33	\$231,264.01	\$8,816.19
95	Jun-2004	3.75%	\$7,272.22	\$5,560.73	\$1,711.49	\$0.00	\$542,114.60	\$232,975.50	\$10,527.68
96	Jul-2004	3.75%	\$7,272.22	\$5,578.11	\$1,694.11	\$0.00	\$536,536.49	\$234,669.61	\$12,221.79
97	Aug-2004	3.75%	\$7,272.22	\$5,595.54	\$1,676.68	\$0.00	\$530,940.95	\$236,346.29	\$13,898.47
98	Sep-2004	3.75%	\$7,272.22	\$5,613.03	\$1,659.19	\$0.00	\$525,327.92	\$238,005.48	\$15,557.66
99	Oct-2004	3.75%	\$7,272.22	\$5,630.57	\$1,641.65	\$0.00	\$519,697.35	\$239,647.13	\$17,199.31
100	Nov-2004	3.75%	\$7,272.22	\$5,648.17	\$1,624.05	\$0.00	\$514,049.18	\$241,271.18	\$18,823.36
101	Dec-2004	3.75%	\$7,272.22	\$5,665.82	\$1,606.40	\$0.00	\$508,383.36	\$242,877.58	\$20,429.76
102	Jan-2005	3.75%	\$7,272.22	\$5,683.52	\$1,588.70	\$0.00	\$502,699.84	\$244,466.28	\$1,588.70
103	Feb-2005	3.75%	\$7,272.22	\$5,701.28	\$1,570.94	\$0.00	\$496,998.56	\$246,037.22	\$3,159.64
104	Mar-2005	3.75%	\$7,272.22	\$5,719.10	\$1,553.12	\$0.00	\$491,279.46	\$247,590.34	\$4,712.76
105	Apr-2005	3.75%	\$7,272.22	\$5,736.97	\$1,535.25	\$0.00	\$485,542.49	\$249,125.59	\$6,248.01
106	May-2005	3.75%	\$7,272.22	\$5,754.90	\$1,517.32	\$0.00	\$479,787.59	\$250,642.91	\$7,765.33
107	Jun-2005	3.75%	\$7,272.22	\$5,772.88	\$1,499.34	\$0.00	\$474,014.71	\$252,142.25	\$9,264.67
108	Jul-2005	3.75%	\$7,272.22	\$5,790.92	\$1,481.30	\$0.00	\$468,223.79	\$253,623.55	\$10,745.97
109	Aug-2005	3.75%	\$7,272.22	\$5,809.02	\$1,463.20	\$0.00	\$462,414.77	\$255,086.75	\$12,209.17
110	Sep-2005	3.75%	\$7,272.22	\$5,827.17	\$1,445.05	\$0.00	\$456,587.60	\$256,531.80	\$13,654.22
111	Oct-2005	3.75%	\$7,272.22	\$5,845.38	\$1,426.84	\$0.00	\$450,742.22	\$257,958.64	\$15,081.06
112	Nov-2005	3.75%	\$7,272.22	\$5,863.65	\$1,408.57	\$0.00	\$444,878.57	\$259,367.21	\$16,489.63
113	Dec-2005	3.75%	\$7,272.22	\$5,881.97	\$1,390.25	\$0.00	\$438,996.60	\$260,757.46	\$17,879.88
114	Jan-2006	3.75%	\$7,272.22	\$5,900.36	\$1,371.86	\$0.00	\$433,096.24	\$262,129.32	\$1,371.86
115	Feb-2006	3.75%	\$7,272.22	\$5,918.79	\$1,353.43	\$0.00	\$427,177.45	\$263,482.75	\$2,725.29
116	Mar-2006	3.75%	\$7,272.22	\$5,937.29	\$1,334.93	\$0.00	\$421,240.16	\$264,817.68	\$4,060.22
117	Apr-2006	3.75%	\$7,272.22	\$5,955.84	\$1,316.38	\$0.00	\$415,284.32	\$266,134.06	\$5,376.60
118	May-2006	3.75%	\$7,272.22	\$5,974.46	\$1,297.76	\$0.00	\$409,309.86	\$267,431.82	\$6,674.36
119	Jun-2006	3.75%	\$7,272.22	\$5,993.13	\$1,279.09	\$0.00	\$403,316.73	\$268,710.91	\$7,953.45
120	Jul-2006	3.75%	\$7,272.22	\$6,011.86	\$1,260.36	\$0.00	\$397,304.87	\$269,971.27	\$9,213.81
121	Aug-2006	3.75%	\$7,272.22	\$6,030.64	\$1,241.58	\$0.00	\$391,274.23	\$271,212.85	\$10,455.39
122	Sep-2006	3.75%	\$7,272.22	\$6,049.49	\$1,222.73	\$0.00	\$385,224.74	\$272,435.58	\$11,678.12
123	Oct-2006	3.75%	\$7,272.22	\$6,068.39	\$1,203.83	\$0.00	\$379,156.35	\$273,639.41	\$12,881.95
124	Nov-2006	3.75%	\$7,272.22	\$6,087.36	\$1,184.86	\$0.00	\$373,068.99	\$274,824.27	\$14,066.81
125	Dec-2006	3.75%	\$7,272.22	\$6,106.38	\$1,165.84	\$0.00	\$366,962.61	\$275,990.11	\$15,232.65
126	Jan-2007	3.75%	\$7,272.22	\$6,125.46	\$1,146.76	\$0.00	\$360,837.15	\$277,136.87	\$1,146.76
127	Feb-2007	3.75%	\$7,272.22	\$6,144.60	\$1,127.62	\$0.00	\$354,692.55	\$278,264.49	\$2,274.38
128	Mar-2007	3.75%	\$7,272.22	\$6,163.81	\$1,108.41	\$0.00	\$348,528.74	\$279,372.90	\$3,382.79
129	Apr-2007	3.75%	\$7,272.22	\$6,183.07	\$1,089.15	\$0.00	\$342,345.67	\$280,462.05	\$4,471.94
130	May-2007	3.75%	\$7,272.22	\$6,202.39	\$1,069.83	\$0.00	\$336,143.28	\$281,531.88	\$5,541.77
131	Jun-2007	3.75%	\$7,272.22	\$6,221.77	\$1,050.45	\$0.00	\$329,921.51	\$282,582.33	\$6,592.22
132	Jul-2007	3.75%	\$7,272.22	\$6,241.22	\$1,031.00	\$0.00	\$323,680.29	\$283,613.33	\$7,623.22
133	Aug-2007	3.75%	\$7,272.22	\$6,260.72	\$1,011.50	\$0.00	\$317,419.57	\$284,624.83	\$8,634.72
134	Sep-2007	3.75%	\$7,272.22	\$6,280.28	\$991.94	\$0.00	\$311,139.29	\$285,616.77	\$9,626.66
135	Oct-2007	3.75%	\$7,272.22	\$6,299.91	\$972.31	\$0.00	\$304,839.38	\$286,589.08	\$10,598.97
136	Nov-2007	3.75%	\$7,272.22	\$6,319.60	\$952.62	\$0.00	\$298,519.78	\$287,541.70	\$11,551.59
137	Dec-2007	3.75%	\$7,272.22	\$6,339.35	\$932.87	\$0.00	\$292,180.43	\$288,474.57	\$12,484.46

Applicant City of Clinton
Address : Post Office Box 156
Address : Clinton, Mississippi 39060
Loan # : 5-147-CP-01
Description : to construct a new fire station as specified in their 1995 Capital Improvements Revolving Loan Application.

		Orig Balance	Orig Rate	Term (yrs)	1st PMT	Future Value			
		\$1,000,000	3.75%	15	08/01/96	\$0			
Pmt #	Date	Yr Rate	P&I Payment	Principal	Interest	Extra Prin	New Balance	Cum. Interest	Yearly Total Int
138	Jan-2008	3.75%	\$7,272.22	\$6,359.16	\$913.06	\$0.00	\$285,821.27	\$289,387.63	\$913.06
139	Feb-2008	3.75%	\$7,272.22	\$6,379.03	\$893.19	\$0.00	\$279,442.24	\$290,280.82	\$1,806.25
140	Mar-2008	3.75%	\$7,272.22	\$6,398.96	\$873.26	\$0.00	\$273,043.28	\$291,154.08	\$2,679.51
141	Apr-2008	3.75%	\$7,272.22	\$6,418.96	\$853.26	\$0.00	\$266,624.32	\$292,007.34	\$3,532.77
142	May-2008	3.75%	\$7,272.22	\$6,439.02	\$833.20	\$0.00	\$260,185.30	\$292,840.54	\$4,365.97
143	Jun-2008	3.75%	\$7,272.22	\$6,459.14	\$813.08	\$0.00	\$253,726.16	\$293,653.62	\$5,179.05
144	Jul-2008	3.75%	\$7,272.22	\$6,479.33	\$792.89	\$0.00	\$247,246.83	\$294,446.51	\$5,971.94
145	Aug-2008	3.75%	\$7,272.22	\$6,499.57	\$772.65	\$0.00	\$240,747.26	\$295,219.16	\$6,744.59
146	Sep-2008	3.75%	\$7,272.22	\$6,519.88	\$752.34	\$0.00	\$234,227.38	\$295,971.50	\$7,496.93
147	Oct-2008	3.75%	\$7,272.22	\$6,540.26	\$731.96	\$0.00	\$227,687.12	\$296,703.46	\$8,228.89
148	Nov-2008	3.75%	\$7,272.22	\$6,560.70	\$711.52	\$0.00	\$221,126.42	\$297,414.98	\$8,940.41
149	Dec-2008	3.75%	\$7,272.22	\$6,581.20	\$691.02	\$0.00	\$214,545.22	\$298,106.00	\$9,631.43
150	Jan-2009	3.75%	\$7,272.22	\$6,601.77	\$670.45	\$0.00	\$207,943.45	\$298,776.45	\$670.45
151	Feb-2009	3.75%	\$7,272.22	\$6,622.40	\$649.82	\$0.00	\$201,321.05	\$299,426.27	\$1,320.27
152	Mar-2009	3.75%	\$7,272.22	\$6,643.09	\$629.13	\$0.00	\$194,677.96	\$300,055.40	\$1,949.40
153	Apr-2009	3.75%	\$7,272.22	\$6,663.85	\$608.37	\$0.00	\$188,014.11	\$300,663.77	\$2,557.77
154	May-2009	3.75%	\$7,272.22	\$6,684.68	\$587.54	\$0.00	\$181,329.43	\$301,251.31	\$3,145.31
155	Jun-2009	3.75%	\$7,272.22	\$6,705.57	\$566.65	\$0.00	\$174,623.86	\$301,817.96	\$3,711.96
156	Jul-2009	3.75%	\$7,272.22	\$6,726.52	\$545.70	\$0.00	\$167,897.34	\$302,363.66	\$4,257.66
157	Aug-2009	3.75%	\$7,272.22	\$6,747.54	\$524.68	\$0.00	\$161,149.80	\$302,888.34	\$4,782.34
158	Sep-2009	3.75%	\$7,272.22	\$6,768.63	\$503.59	\$0.00	\$154,381.17	\$303,391.93	\$5,285.93
159	Oct-2009	3.75%	\$7,272.22	\$6,789.78	\$482.44	\$0.00	\$147,591.39	\$303,874.37	\$5,768.37
160	Nov-2009	3.75%	\$7,272.22	\$6,811.00	\$461.22	\$0.00	\$140,780.39	\$304,335.59	\$6,229.59
161	Dec-2009	3.75%	\$7,272.22	\$6,832.28	\$439.94	\$0.00	\$133,948.11	\$304,775.53	\$6,669.53
162	Jan-2010	3.75%	\$7,272.22	\$6,853.63	\$418.59	\$0.00	\$127,094.48	\$305,194.12	\$418.59
163	Feb-2010	3.75%	\$7,272.22	\$6,875.05	\$397.17	\$0.00	\$120,219.43	\$305,591.29	\$815.76
164	Mar-2010	3.75%	\$7,272.22	\$6,896.53	\$375.69	\$0.00	\$113,322.90	\$305,966.98	\$1,191.45
165	Apr-2010	3.75%	\$7,272.22	\$6,918.09	\$354.13	\$0.00	\$106,404.81	\$306,321.11	\$1,545.58
166	May-2010	3.75%	\$7,272.22	\$6,939.70	\$332.52	\$0.00	\$99,465.11	\$306,653.63	\$1,878.10
167	Jun-2010	3.75%	\$7,272.22	\$6,961.39	\$310.83	\$0.00	\$92,503.72	\$306,964.46	\$2,188.93
168	Jul-2010	3.75%	\$7,272.22	\$6,983.15	\$289.07	\$0.00	\$85,520.57	\$307,253.53	\$2,478.00
169	Aug-2010	3.75%	\$7,272.22	\$7,004.97	\$267.25	\$0.00	\$78,515.60	\$307,520.78	\$2,745.25
170	Sep-2010	3.75%	\$7,272.22	\$7,026.86	\$245.36	\$0.00	\$71,488.74	\$307,766.14	\$2,990.61
171	Oct-2010	3.75%	\$7,272.22	\$7,048.82	\$223.40	\$0.00	\$64,439.92	\$307,989.54	\$3,214.01
172	Nov-2010	3.75%	\$7,272.22	\$7,070.85	\$201.37	\$0.00	\$57,369.07	\$308,190.91	\$3,415.38
173	Dec-2010	3.75%	\$7,272.22	\$7,092.94	\$179.28	\$0.00	\$50,276.13	\$308,370.19	\$3,594.66
174	Jan-2011	3.75%	\$7,272.22	\$7,115.11	\$157.11	\$0.00	\$43,161.02	\$308,527.30	\$157.11
175	Feb-2011	3.75%	\$7,272.22	\$7,137.34	\$134.88	\$0.00	\$36,023.68	\$308,662.18	\$291.99
176	Mar-2011	3.75%	\$7,272.22	\$7,159.65	\$112.57	\$0.00	\$28,864.03	\$308,774.75	\$404.56
177	Apr-2011	3.75%	\$7,272.22	\$7,182.02	\$90.20	\$0.00	\$21,682.01	\$308,864.95	\$494.76
178	May-2011	3.75%	\$7,272.22	\$7,204.46	\$67.76	\$0.00	\$14,477.55	\$308,932.71	\$562.52
179	Jun-2011	3.75%	\$7,272.22	\$7,226.98	\$45.24	\$0.00	\$7,250.57	\$308,977.95	\$607.76
180	Jul-2011	3.75%	\$7,272.22	\$7,250.57	\$21.65	\$0.00	\$0.00	\$308,999.60	\$629.41

The payments will begin on August 1, 1996 or 30 days after the completion date of the project: whichever date comes first.

**MISSISSIPPI DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT
CAPITAL IMPROVEMENTS LOAN PROGRAM**

PROMISSORY NOTE

February 9, 1996

Not To Exceed \$1,000,000.00

FOR VALUE RECEIVED, the undersigned (the "Borrower") promises to pay to the order of the Mississippi Department of Economic and Community Development ("DECD") or its assigns, the principal sum not to exceed One Million Dollars, together with interest on the unpaid principal balance thereof until fully and finally paid at the rate of three and three quarters (3.75%) percent per annum, together with all other amounts payable by the Borrower under the Agreement (as hereinafter defined).

This Note has been executed under and pursuant to a Loan Agreement dated as of the date hereof between DECD and the Borrower (the "Agreement") which Agreement is incorporated herein in its entirety by reference. This Note is issued to evidence the obligation of the Borrower under the Agreement to repay the Loan (as defined in the Agreement) made by DECD thereunder. The Agreement includes provisions for prepayment of this Note. In the event that the terms of this Note conflict with the terms of the Agreement, the terms of the Agreement shall control.

As provided in the Agreement and subject to the provisions thereof, payments hereon are to be made to DECD at the address specified in the Agreement and on the dates and in the amounts as specified in the Agreement.

If payment hereunder becomes due and payable on a Saturday, Sunday or legal holiday under the laws of the State of Mississippi, the due date thereof shall be extended to the next succeeding business day. Upon the occurrence of an event of default under the Agreement, the entire amount outstanding under this Note may be declared due and payable as provided in the Agreement. Upon such declaration, the Borrower shall pay all costs, disbursements, expenses and reasonable attorney's fees of DECD in seeking to enforce their rights under the Agreement and this Note.

The Borrower (a) waives diligence, demand, presentment for payment, notice of non-payment, protest and notice of protest and notice of any renewals or extensions of this Note and (b) agrees that the time for payment of this Note may be extended at the sole discretion of DECD without impairing its liability hereon. Any delay on the part

of DECD in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one (1) default shall not operate as a waiver in the event of any subsequent or continuing default.

This Note must be signed and attested by duly authorized officers of the Borrower and sealed with the seal of the Borrower.

This Note shall be governed and construed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name all as of the day and year first above written.

(S E A L)

City of Clinton

Attest

Cristine Walls

By Rosemary Quetman

Title Deputy City Clerk

Title Mayor

12.

RECEIVED

DEC 28 1995

CITY OF CLINTON
ENGINEER DEPARTMENT

Low PROPOSAL

Dewey Knight
Registered Land Surveyor
640 Cedar Springs Drive
Jackson, Miss. 39212
Phone 601 373 - 3989
December 28, 1995

Mr. Richard L. Broome, P.E., P.L.S.
City Engineer
P. O. Box 156
Clinton, Ms. 39060

Dear Ricard:

Per our telephone conversation, I have had an opportunity to review the requirements set out by Mr. Larry Sones, Architect for the boundary and topographic survey on the site referenced in your previous correspondence.

I find that portions of the requirements are, in part, outside the general specifications for this work.

Considering this, a cost of Seventy five (\$ 75. 00) per hour for the field work is offered. I believe that an estimate of thirty (30) hours to fourty (40) hours will be appropriate estimate for the specifications on this project.

Computer time, coordination of utility locations and drafting will be offered at \$ 45.00 per hour. I belive that twenty (20) hours to thirty (30) hours will be an appropriate estimate for the specifications on this project.

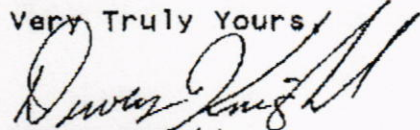
A low side cost estimate on a seven (7) acre site would be \$ 3,150.00.

A high side cost estimate on a seven (7) acre site would be \$ 4,350.00.

A down sizing of the site would adjust accordingly.

Should you have any question or comment, please advise.

Very Truly Yours,



Dewey Knight,
Registered Professional Land Surveyor

001 160 604^w

DK/dk

mi 13

AN ORDINANCE ESTABLISHING AND FIXING
VOTING WARD BOUNDARIES WITHIN THE
CITY OF CLINTON, MISSISSIPPI

WHEREAS, at the regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi on November 3, 1992, the Board of Aldermen unanimously approved the redistricting of City Ward Lines as set out in Plan 1B attached to the minutes of said meeting; and,

WHEREAS, said City Ward Lines were subsequently approved by the United States Department of Justice, Civil Rights Division, in March, 1993; and,

WHEREAS, on September 19, 1995, the Chancery Court of the First Judicial District of Hinds County, Mississippi entered its Judgment Approving, Ratifying and Confirming the Enlargement of the Boundaries of the City of Clinton, Mississippi, and adding the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of Section 23, Township 6 North, Range 1 West, First Judicial District of Hinds County, Mississippi (the "Annexed Area") to the City of Clinton, Mississippi; and,

WHEREAS, a public hearing was held at the regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi on February 6, 1996, at which time it was stated that the Annexed Area contained approximately 27 residences and approximately 75 citizens in the Green Forest and Castlewoods area; and,

WHEREAS, the Annexed Area can only be added to Ward 3 without redrawing the Ward Lines;

BE IT THEREFORE ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI that the ward lines of the City of Clinton shall be as set forth below in Section I and the location of the polling places shall remain unchanged.

SECTION I

WARD 1

Begin at the common corner of Sections 10, 11, 14, and 15 of Township 6 North, Range 2 West, which is also the Northwest corner of the corporate limits of the City of Clinton, Mississippi, go East to the intersection of the centerline of Pinehaven Road; thence, go South along the centerline of Pinehaven Road to the intersection of the Section line 17, Township 6 North, Range 1 West; thence, follow the sectionline westerly to its intersection with the centerline of Federation Drive; thence, follow the centerline of Federation Drive South, southwesterly along the centerline of Federation Drive to its intersection with the centerline of West Northside Drive; thence, go southeasterly along the centerline of West Northside Drive to its intersection with the centerline of Monroe Street; thence, go in a southerly direction along the centerline of Monroe Street to its intersection with the centerline of the Illinois Central Gulf Railroad right-of-way; thence, go in a generally northwesterly direction along the centerline of the ICG Railroad right-of-way to its intersection with the channel of Lindsey Creek; thence, go in a southwesterly direction along the center channel of Lindsey Creek to its intersection with the centerline of U.S. Highway 80; thence, go in a southeasterly direction along the centerline of U.S. Highway 80 to its intersection with the centerline of Clinton Raymond Road; thence, proceed generally southerly direction, thence southwesterly on the centerline of Clinton-Raymond Road to its intersection with the Westerly boundary of the Corporate Limits of the City of Clinton; thence, proceed in a northerly direction along the Corporate Limits to the corner of Section 25, 26, 35 and 36 of Township 6 North, Range 2 West; thence, proceed due West along the Corporate Limit lines; thence, northerly then again due West then northerly along the

Corporate Limit lines to the corner of Section 10, 11, 14 and 15, Township 6 North, Range 2 West, which is the Point of Beginning.

WARD 2

Begin at the intersection of the centerline of Clinton Raymond Road and the centerline of Midway Road; thence, proceed in a southerly direction along the centerline of Midway Road which is also the Corporate Limit line; thence, follow the Corporate Boundaries easterly thence southerly thence easterly then again southerly to the intersection of the centerline of McRaven Road; thence, easterly along the Corporate Limit line, thence southerly then again easterly thence southerly along the Corporate Limit lines to the Southwest corner of the City of Clinton; thence, follow the Corporate Limit lines easterly, thence northerly to its intersection of Sections 5, 6, 7, and 8 of Township 5 North, Range 1 West thence proceed easterly to the right-of-way of Springridge Road; thence, go northerly along the Western right-of-way of Springridge Road which is also the Corporate Boundaries in a northerly direction to the intersection of the centerline of Trailwood Drive; thence westerly, southerly, westerly and northerly along the centerline of Trailwood Drive to its intersection with the centerline of Clinton Raymond Road; thence, generally southwesterly along the centerline of Clinton Raymond to its intersection with the centerline of Midway Road which is also the Point of Beginning.

WARD 3

Begin at the northeasterly corner of the City Limits of the City of Clinton and proceed westerly along the Corporate Limit boundary to its intersection with the centerline of Pinehaven Road; thence, proceed in a southerly direction along the centerline of Pinehaven Road to southern boundary of Section 17, Township 6 North, Range 1 West; thence, proceed westerly along sectionline of the southern boundary of Section 17, Township 6 North, Range 1 West, to its intersection with the centerline of Federation Drive; thence, southerly along the centerline of Federation Drive to its intersection with the centerline of West Northside Drive; thence in a generally southeasterly direction along the centerline of Northside Drive to its intersection with the centerline of Berkshire Street; thence, generally in a southerly direction along the centerline of Berkshire Street to its intersection with the centerline of Post Road; thence, easterly

along the centerline of Post Road to its intersection with the centerline of Arlington Street; thence; generally southeasterly and easterly along the centerline of Arlington Street to its intersection with the centerline of Tanglewood Drive; thence northerly along the centerline of Tanglewood Drive to the intersection of the centerline of Northside Drive; thence in a generally northeasterly direction along the centerline of Northside Drive, thence easterly along Northside Drive to the corner of Section 15 and 16, Township 6 North, Range 1 North and Section 21 and 22 of Township 6 North, Range 1 West; thence, go southerly along the section line to the intersection of the corners of Section 21 and 22, 26 and 27 of Township 6 North, Range 1 West; thence, easterly along the section line which is also the Corporate Limits Run Thence North along the East Section Lines of Section 22, Township 6 North, Range 1 West, to the Northeast Corner of the Southwest Quarter of said Section 22, Township 6 North, Range 1 West; Run thence East along the South Line of the West one-half of the Northwest Quarter of Section 23, Township 6 North, Range 1 West to the Southeast Corner of the West one-half of the Northwest Quarter of said Section 23, Township 6 North, Range 1 West; Run thence North along the East Line of the West one-half of the Northwest Quarter of Section 23, Township 6 North, Range 1 West to the North Line of the West one-half of the Northwest Quarter of Section 23, Township 6 North, Range 1 West; Run thence West along the North line of the West one-half of the Northwest Quarter of Section 23, Township 6 North, Range 1 West to the Northwest corner of Section 23, Township 6 North, Range 1 West, thence run along the East Line of Section 15, Township 6 North, Range 1 West to the Northeast Corner of Section 15, Township 6 North, Range 1 West the Northeast corner of the City of Clinton which is the Point of Beginning.

WARD 4

Begin at the corner of Section 15, 16 Township 6 North, Range 1 West and Section 21 and 22 of Township 6 North, Range 1 West; thence, follow the centerline of Northside Drive in a generally westerly and southwesterly direction to the intersection of the centerline of Tanglewood Drive; thence generally southeasterly, thence southerly direction along the centerline of Tanglewood Drive to its intersection with the centerline of Arlington Street; thence, in a generally westerly direction along Arlington Street to the intersection of the centerline of Post Road; thence, in a generally westerly direction along the centerline of Post Road to its intersection of

West Lakeview Drive; thence, in a generally southerly direction along the centerline of West Lakeview Drive to the intersection of the centerline of U.S. Highway 80; thence proceed in an easterly direction along the centerline of U.S. Highway 80 to its intersection with the center line of the MP&L private drive; thence, northerly along the centerline of MP&L private drive to its intersection with the centerline of Clinton Blvd.; thence, in a generally easterly along the centerline of Clinton Blvd. to its intersection with the Clinton Corporate Limits; thence, northerly along the Corporate Limit Line to its intersection with the centerline of Northside Drive, which is also Section 15, 16, 21, 22 of Township 6 North Range 1 West, the Point of Beginning.

WARD 5

Begin at the intersection of the centerline of Northside Drive and the centerline of Monroe Street; thence, proceed in a southerly direction along the centerline of Monroe Street to the intersection of the center right-of-way of the Illinois Central Gulf Railroad right-of-way; thence, in a generally northwesterly direction along the Illinois Central Gulf Railroad to the center channel of Lindsey Creek; thence, in a generally southwesterly direction along the center channel of Lindsey Creek to its intersection with the centerline of U.S. Highway 80; thence, in a generally southeasterly direction along the centerline of U.S. Highway 80 to the intersection of the centerline of Clinton Raymond Road; thence, in a generally southerly direction along Clinton Raymond Road to its intersection with the centerline of Trailwood Drive; thence, in a generally easterly, thence southerly, thence easterly, thence northerly, thence easterly direction along the centerline of Trailwood Drive to its intersection with the centerline of Springridge Road; thence, northerly along the centerline of Springridge Road to its intersection with the centerline of U.S. Highway 80 West; thence, in a generally easterly direction along U.S. Highway 80 West to its intersection with the centerline of West Lakeview Drive; thence, in a generally northerly direction along the centerline of West Lakeview Drive to its intersection with the centerline of Post Road; thence in a generally westerly direction along the centerline of Post Road to the intersection of the centerline of Berkshire Street; thence, in a generally northerly direction along the centerline of Berkshire Street to its intersection with the centerline of West Northside Drive; thence in a generally westerly direction along the centerline of West Northside Drive

to its intersection with the centerline of Monroe Street which is also the Point of Beginning.

WARD 6

Begin at the intersection of the centerline of U.S. Highway 80 and the centerline of Springridge Road; thence, proceed in a easterly direction along the centerline of U.S. Highway 80 to its intersection with the centerline of the MP&L private drive; thence, northerly along the centerline of the MP&L private drive; thence, northerly along the centerline of the MP&L private drive to its intersection with the centerline of Clinton Blvd.; thence, easterly along the centerline of Clinton Blvd. to its intersection with the centerline of Shaw Road which is also the Corporate Limits; thence, in a generally southerly direction along the centerline of Shaw Road which is also the Corporate Limit line to its intersection with the southern right-of-way of U.S. Highway 80; thence northwesterly, thence southerly, thence westerly, thence southerly along the common corporate boundaries between the City of Jackson City Limits and the City Limits of Clinton thence westerly, thence southerly and thence westerly, thence southerly to the intersection of the northern right-of-way of the McRaven Road; thence, generally northwesterly along the northern right-of-way of McRaven Road to its intersection with the centerline of Springridge Road; thence, in a generally northerly direction along the centerline of Springridge Road to its intersection of U.S. Highway 80 which is the Point of Beginning.

SECTION II

This Ordinance shall be submitted to the United states Department of Justice for preclearance under the Voting Rights Act of 1965 as amended. Subject to the provisions of the Voting Rights Act of 1965, as amended, this Ordinance shall be effective thirty (30) days from and after passage.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD
OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held
on the 5th day of March, 1996.

CITY OF CLINTON

BY: Rosemary Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Nelson Byrd
NELSON BYRD, City Clerk

A Motion for adoption was offered by Aldermen Todd and
seconded by Aldermen FISHER the foregoing ordinance having been
first reduced to writing, was considered and approved section by section and then, as a
whole, it was submitted to the Board of Alderman for the passage or rejection on roll call
vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>Aye</u>
Alderman Ferrell voted:	<u>Aye</u>
Alderman Depriest voted:	<u>Aye</u>
Alderman Fisher voted:	<u>Aye</u>
Alderman Touchton voted:	<u>Aye</u>
Alderman Lott voted:	<u>Aye</u>
Alderman Todd voted:	<u>Aye</u>

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

The foregoing ordinance was approved this the 5th day of March, 1996.

CITY OF CLINTON

BY: Rosemary Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Nelson Byrd
NELSON BYRD, City Clerk

(S E A L)

C:\WP51\CLINTON\VOTING.ORD
3/5/96-MMH

AN ORDINANCE ESTABLISHING AND FIXING VOTING
WARD BOUNDARIES WITHIN THE CITY OF CLINTON,
MISSISSIPPI

WHEREAS, at the regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi on November 3, 1992, the Board of Aldermen unanimously approved the redistricting of City Ward Lines as set out in Plan 1B attached to the minutes of said meeting; and,

WHEREAS, said City Ward Lines were subsequently approved by the United States Department of Justice, Civil Rights Division, in March, 1993; and,

WHEREAS, on September 19, 1995, the Chancery Court of the First Judicial District of Hinds County, Mississippi entered its Judgment Approving, Ratifying and Confirming the Enlargement of the Boundaries of the City of Clinton, Mississippi, and adding the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) of Section 23, Township 6 North, Range 1 West, First Judicial District of Hinds County, Mississippi (the "Annexed Area") to the City of Clinton, Mississippi; and,

WHEREAS, a public hearing was held at the regular meeting of the Mayor and Board of Aldermen of the City of Clinton, Mississippi on February 6, 1996, at which time it was stated that the Annexed Area contained approximately 27 residences and approximately 75 citizens in the Green Forest and Castlewoods areas; and,

WHEREAS, the Annexed Area can only be added to Ward 3 without redrawing the Ward Lines;

BE IT THEREFORE ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI that the ward lines of the City of Clinton shall be as set forth below in Section 1 and the location of the polling places shall remain unchanged.

SECTION 1
WARD 1

Begin at the common corner of Sections 10, 11, 14, and 15 of Township 6 North, Range 2 West, which is also the Northwest corner of the corporate limits of the City of Clinton, Mississippi; go East to the intersection of the centerline of Pinehaven Road; thence, go South along the centerline of Pinehaven Road to the intersection of the Section line 17, Township 6 North, Range 1 West; thence, follow the sectionline westerly to its intersection with the centerline of Federation Drive; thence, follow the centerline of Federation Drive South, southwesterly along the centerline of Federation Drive to its intersection with the centerline of West Northside Drive; thence, go southeasterly along the centerline of West Northside Drive to its intersection with the centerline of Monroe Street; thence, go in a southerly direction along the centerline of Monroe Street to its intersection with the centerline of the Illinois Central Gulf Railroad right-of-way; thence, go in a generally northwesterly direction along the centerline of the ICG Railroad right-of-way to its intersection with the channel of Lindsey Creek; thence, go in a southwesterly direction along the center channel of Lindsey Creek to its intersection with the centerline of U.S. Highway 80; thence, go in a southeasterly direction along the centerline of U.S. Highway 80 to its intersection with the centerline of Clinton Raymond Road; thence, proceed generally southerly direction, thence southwesterly on the centerline of Clinton-Raymond Road to its intersection with the Western boundary of the Corporate Limits of the City of Clinton; thence, proceed in a northerly direction along the Corporate Limits to the corner of Section 25, 26, 35 and 36 of Township 6 North, Range 2 West; thence, proceed due West along the Corporate Limit lines; thence, northerly then again due West then northerly along the Corporate Limit lines to the corner of Section 10, 11, 14 and 15, Township 6 North, Range 2 West, which is the Point of Beginning.

WARD 2

Begin at the intersection of the centerline of Clinton Raymond Road and the centerline of Midway Road; thence, proceed in a southerly direction along the centerline of Midway Road which is also the Corporate Limit line; thence, follow the Corporate Boundaries easterly thence southerly thence easterly then again southerly to the intersection of the centerline of McRaven Road; thence, easterly along the Corporate Limit line, thence southerly then again easterly thence southerly along the Corporate Limit lines to the Southwest corner of the City of Clinton; thence, follow the Corporate Limit lines easterly, thence northerly to its intersection of Sections 5, 6, 7, and 8 of Township 5 North, Range 1 West thence proceed easterly to the right-of-way of Springridge Road; thence, go northerly along the Western right-of-way of Springridge Road which is also the Corporate Boundaries in a northerly direction to the intersection of the centerline of Trailwood Drive; thence westerly, southerly, westerly and northerly along the centerline of Trailwood Drive to its intersection with the centerline of Clinton Raymond Road; thence, generally northwesterly along the centerline of Clinton Raymond

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 March 14, 1996

Date, 19

Date, 19

Date, 19

Date, 19

Number of Lines 257/2291

Published 1 Times

Total \$ 185.28

Signed Shirley Waits
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 14 day of
March 1996

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)

RIVERWOOD INTERNATIONAL USA, INC.
3350 Cumberland Circle, Suite 1400
Atlanta, Georgia 30339

February 14, 1996

VIA OVERNIGHT SERVICE

CITY OF CLINTON
City Hall
Clinton, MS 39056

1021 Clinton Industrial Park Road,
Clinton, Mississippi 39056-3291

Dear Landlord:

The undersigned, Riverwood International USA, Inc., is the tenant of the above-described property (the "Property").

We have arranged for financing from a group of banks led by Chemical Bank, as Administrative Agent. These banks have agreed to make loans to us secured, among other things, by a lien on any furniture, fixtures, equipment, leasehold improvements and inventory that is now or in the future may be located at the Property (collectively, the "Personal Property"), which loans may be modified, refinanced, extended or restructured, from time to time. The Administrative Agent has asked that we notify you and request that you agree to the terms of this letter by returning it to us in the enclosed postage-paid envelope.

By signing this letter you agree that any lien of any kind and any and all rights, including levy, execution, sale and distraint for unpaid rents, that you may have or obtain on the Personal Property shall be junior to the Administrative Agent's lien, and that prior to taking any action to enforce any lien, you will give the Administrative

Agent at least ten (10) business days' prior notice of your intent to take action. If we should default to the banks, you agree that in all circumstances the Administrative Agent may have access to the Property for the purpose of removing or selling the Personal Property, provided that the Administrative Agent agrees to pay you for the reasonable cost of repair of any physical damage to the Property caused by the Administrative Agent in connection with any removal or sale.

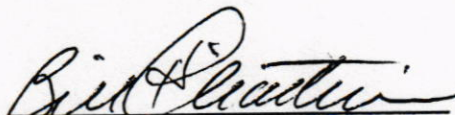
Because these loans are important for the future of our company and because the bank group and the Administrative Agent will be relying on this letter, we would greatly appreciate it if you would sign the enclosed copy of this letter and return it to Nancy Lomazzo by February 29, 1996, in the enclosed envelope. If you have any questions, please call Nancy Lomazzo of Debevoise & Plimpton at (212) 909-6176.

Thank you in advance for your cooperation.

Sincerely,

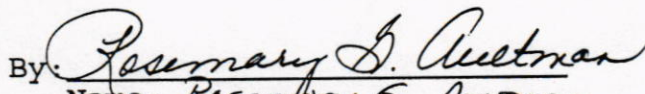
RIVERWOOD INTERNATIONAL USA, INC.

By:


Name: BILL H. CHASTAIN
Title: Assistant Secretary

Acknowledged and agreed as of
the date first above written:

CITY OF CLINTON

By: 
Name: Rosemary G. Autman
Title: Mayor

RIVERWOOD INTERNATIONAL USA, INC.
3350 Cumberland Circle, Suite 1400
Atlanta, Georgia 30339

February 14, 1996

By Overnight Courier

City of Clinton
City Hall
Clinton, MS 39056

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

Dear Sir or Madam:

Pursuant to an Agreement and Plan of Merger, dated as of October 25, 1995, among Riverwood International Corporation ("RIC"), CDRO Acquisition Corporation, a Delaware corporation ("Acquiror"), and RIC Holding, Inc. (formerly known as CDRO Holding Corporation), a Delaware corporation and the sole stockholder of Acquiror ("Parent"), Acquiror will be merged with and into RIC (the "Merger"), such that, following the Merger, Parent will own all of the outstanding stock of RIC. On the day following the Merger, substantially all of RIC's assets, including all rights and interests of RIC under the Lease will be assigned to Tenant, a wholly owned subsidiary of RIC, controlled by RIC. Following such assignment, RIC will be merged with and into Parent (the "Subsequent Merger"), and, immediately following the Subsequent Merger, Tenant will change its name to "Riverwood International Corporation." The closing of the Merger, the assignment of RIC's assets to Tenant (the "Assignment") and the Subsequent Merger are currently expected to occur at the end of February. Following the

20144331.02

Merger, the Assignment and the Subsequent Merger, Tenant will acquire all rights to the name "Riverwood International Corporation", and will do business using the name "Riverwood International Corporation".

In connection with the above-described Merger, Parent and Acquiror have arranged for financing from a group of banks (the "Lenders") led by Chemical Bank, as Administrative Agent (the "Administrative Agent"). These banks have agreed to make loans to Parent prior to the Assignment which will be assigned to Tenant and secured by, among other things, a lien on certain assets of RIC and Tenant. Among the assets to be pledged and mortgaged to the Administrative Agent is all right, title and interest of RIC in and under the Lease, as assigned to Tenant. In connection with these transactions, the Lenders, the Administrative Agent and Acquiror have requested that we obtain this certification from you.

(a) By counter-signing this letter agreement, Landlord hereby consents, for the benefit of the Administrative Agent as mortgagee ("Mortgagee") and the Lenders, to the granting of the Mortgage by Tenant ("Mortgagor") to Mortgagee and to any assignment or transfer of the Lease to Mortgagee or its nominee, as the case may be, arising by reason of a default by Mortgagor under the Mortgage and a foreclosure of the security provided thereby. Landlord hereby further covenants and agrees:

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

Chemical Bank, as
Administrative Agent
270 Park Avenue
New York, New York 10017
Attn: William J. Caggiano
Telecopy: (212) 972-0009
Telephone: (212) 270-1338

- (ii) that Landlord will not terminate the Lease by reason of a bankruptcy, reorganization or other similar proceeding affecting Mortgagor, provided that Mortgagee (i) cures any other defaults under the Lease in accordance with the requirements

under the Lease, (ii) makes all payments due under the Lease as and when required thereunder, and (iii) performs all other obligations of Mortgagor under the Lease;

(iii) if the property on which the Premises are located is or becomes subject to a mortgage or other lien or encumbrance at any time during the term of the Lease or any extension thereof, to promptly obtain from any such mortgagee or lienholder an agreement in recordable form evidencing the mortgagee's recognition of the Lease and Landlord's consents and agreements contained herein, it being understood that said document will include the mortgagee's agreement not to disturb Mortgagor under the Lease during the term of the Lease and any extension thereof, provided that (1) Mortgagor is not in default under the terms of the Lease and (2) if a default does exist under the terms of the Lease, such default is being cured by Mortgagor or Mortgagee, as the case may be; and

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

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

(i) No notice of default or termination of Lease by Landlord to Mortgagor shall be deemed to have been duly given unless and until a copy thereof has been so provided to Mortgagee.

(ii) If in the event that Mortgagee has cured a default of Mortgagor, and Mortgagee discontinues foreclosure proceedings, the Lease shall continue in full force and effect as if Mortgagor had not defaulted under the Lease.

- (iii) The making of the Mortgage by Mortgagor to Mortgagee is expressly permitted and shall not be deemed to constitute an assignment or transfer of the Lease or of the leasehold estate created thereunder, nor shall Mortgagee be deemed to be an assignee or transferee of this Lease or of the leasehold estate created thereunder so as to require Mortgagee to assume the performance of any of the terms, covenants or conditions on the part of Mortgagor to be performed thereunder, but the purchaser at any sale of the Lease and of the leasehold estate created thereunder in any proceedings for the foreclosure of the Mortgage, or the assignee or transferee of the Lease and of the leasehold estate created thereunder under any instrument of assignment or transfer in lieu of the foreclosure of any leasehold mortgage (including the Mortgage) shall be deemed to be an assignee or transferee within the meaning of the applicable provisions of the Lease, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Mortgagor to be performed thereunder from and after the date of such purchase or assignment, but only for so long as such purchaser or assignee is the owner of the leasehold estate created under the Lease.
- (iv) Subject to the provisions of the Lease, Mortgagor's share of any eminent domain or condemnation awards or proceeds, as provided by the Lease shall be disposed of as provided for by the Mortgage.
- (v) So long as the Mortgage exists, unless Mortgagee shall otherwise expressly consent in writing, the fee title to the Premises and the leasehold estate of Mortgagor therein created by the Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord, by Mortgagor, by Mortgagee or by a third party, by purchase or otherwise.
- (vi) If Mortgagee, its designee or other purchaser has acquired the leasehold estate of Mortgagor pursuant to foreclosure, conveyance in lieu of foreclosure or other proceedings, or has entered into a new lease with Landlord, Mortgagee, its designee or other purchaser shall succeed to the rights of Mortgagor, if any, in and to any

security deposit paid by Mortgagor to Landlord pursuant to the Lease. In such event, Mortgagor shall no longer have any rights to such security deposit, and Landlord shall hold such security deposit for and on behalf of such Mortgagee, its designee or other purchaser.

(c) Landlord further certifies to Mortgagee as follows:

- (i) The Lease is in full force and effect and embodies the entire agreement and understanding between the parties thereto with respect to the Premises; the Lease has not been amended or modified, nor has Landlord's interest therein been assigned or otherwise transferred.
- (ii) All rent and other charges reserved in the Lease have been paid to the extent they were payable prior to the date hereof and no such rent or other charges have been prepaid.
- (iii) There is no defense, claim or counterclaim by or in favor of Landlord against Mortgagor under the Lease, or against the obligations of Landlord under the Lease, as of the date hereof.
- (iv) As of the date hereof, there is no default of Landlord or, to the best of Landlord's knowledge, of Mortgagor under the Lease, and no event has occurred and is continuing which would constitute a default or violation of the Lease by Landlord or, to the best of Landlord's knowledge, by Mortgagor with the giving of notice or the passage of time or both.

Please sign below and return the executed letter agreement to Nancy Lomazzo by February 29, 1996, using the enclosed postage paid Federal Express envelope. Thank you in advance for your cooperation in this matter. If you have any questions, please call Nancy Lomazzo of Debevoise & Plimpton at (212) 909-6176.

Sincerely,

RIVERWOOD INTERNATIONAL USA, INC.

By:

Bill H. Chastain
Name: BILL H. CHASTAIN
Title: Assistant Secretary

So certified:

CITY OF CLINTON, MISSISSIPPI

By:

Rosemary G. Aultman
Name: Rosemary G. Aultman
Title: Mayor

Date: March 8, 1996

The Lease

Clinton, MS

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

FULL AND FINAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS FULL AND FINAL SETTLEMENT AGREEMENT AND MUTUAL RELEASE (Agreement) is made this the ____ day of March, 1996, by and among the City of Clinton, Mississippi, a Mississippi municipal corporation ("City"); Anderson Engineers, P.A., a Mississippi Professional Corporation, and Terry Anderson, P.E., individually (collectively referred to as "Anderson"); and Joseph Contractors, Inc., a Mississippi corporation, and Transamerica Premier Insurance Company, a California corporation (collectively referred to as "Joseph") as follows:

WHEREAS, the City has instituted suit against Anderson and Joseph styled as City of Clinton, Mississippi v. Anderson Engineers, P.A., Terry Anderson, P.E., Joseph Contractors, Inc. and Transamerica Premier Insurance Company in the Circuit Court of the First Judicial District of Hinds County, Mississippi, Cause No. 93-75-304, seeking damages for alleged defective construction and/or design in connection with the design and construction of the Lovett Wastewater Treatment Facility ("Lovett Lagoon"); and

WHEREAS, Anderson has counterclaimed against the City seeking payment for alleged lost profits for wrongful termination of enumerated engineering contracts between the City and Anderson; and

WHEREAS, Joseph has counterclaimed against the City claiming entitlement to damages against the City in connection with the construction and failure of the Lovett Lagoon facility; and

WHEREAS, Anderson and Joseph have cross-claimed against one another for damages allegedly incurred as a result of the acts and

omissions of the other in connection with the design and construction of the Lovett Lagoon facility; and

WHEREAS, the City has instituted a second suit against Anderson styled City of Clinton, Mississippi v. Anderson Engineers, P.A., and Terry Anderson, P.E. in the Circuit Court of the First Judicial District of Hinds County, Mississippi, Cause No. 251-94-894 CIV, alleging negligence in providing engineering services in connection with the design and/or construction of the following projects: Southeast, Southwest, Northeast and Industrial Park wastewater facilities, and pursuant to the following contracts for engineering services in connection with the design and/or construction of the Southeast, Southwest, Northeast and Industrial Park wastewater facilities:

(a) Engineering Services Contract, Sanitary Sewage Improvements Program dated August 18, 1987;

(b) Engineering Services Contract, 201 Facilities Study, City of Clinton, Mississippi, dated March 7, 1989;

(c) Engineering Services Contract, 1991 Wastewater Improvements Program, City of Clinton, Mississippi, dated April 8, 1991;

(d) Engineering Services Contract, Clinton Wastewater Improvement Program (Southwest) No. C 280805-01 dated September 24, 1990.

WHEREAS, the parties have reached a compromise settlement of all disputed claims, counterclaims and cross-claims in both suits upon the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained below, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

1.

Upon execution of this Agreement, Anderson shall pay to the City the sum of \$120,000.

2.

Upon execution of this Agreement, Joseph will pay to the City the sum of \$30,000.

3.

The City, for itself, its Mayor, Aldermen, agents and employees, insurers, successors and assigns, does hereby release and discharge Anderson and Joseph, their officers, directors, agents, servants, employees, consultants, subcontractors, suppliers, insurers, sureties, heirs, successors and assigns, and any and all other persons, firms, partnerships, associations or corporations who are or may be in any manner whatsoever liable for their acts or omissions, or for the acts or omissions of any of them, jointly and severally, of and from any and all claims, demands, actions, causes of action, and suits of every kind and nature whatsoever, which the City may have, or claims to have, for damages, costs, loss and expense of every kind or nature whatsoever, whether known or unknown, anticipated or unanticipated, whether in contract, warranty, negligence, tort, indemnity, contribution or otherwise, and whether accrued or hereafter to accrue, caused by, resulting from, growing out of or in any manner

connected with the design and construction of the Lovett Lagoon which is the subject matter of Cause No. 93-75-304.

4.

The City, for itself, its Mayor, Aldermen, agents and employees, insurers, successors and assigns, does hereby release and discharge Anderson, its officers, directors, agents, servants, employees, consultants, subcontractors, suppliers, insurers, heirs, successors and assigns, and any and all other persons, firms, partnerships, associations or corporations who are or may be in any manner whatsoever liable for their acts or omission, or for the acts or omissions of any of them, jointly and severally, of and from any and all claims, demands, actions, causes of action, and suits of every kind and nature whatsoever, which the City may have, or claims to have, for damages, costs, loss and expense of every kind or nature whatsoever, whether known or unknown, anticipated or unanticipated, whether in contract, warranty, negligence, tort, indemnity, contribution or otherwise, and whether accrued or hereafter to accrue, caused by, resulting from, growing out of or in any manner connected with the design and construction of the projects which are the subject matter of Cause No. 251-94-894 CIV.

5.

Anderson and Joseph, for themselves, their officers, directors, employees, consultants, subcontractors, suppliers, insurers, heirs, successors and assigns do hereby release and discharge the City, its Mayor, Aldermen, its officers, agents, servants, employees, consultants, insurers, successors and assigns and any and all other persons, firms, partnerships, associations,

or corporations who are or may be in any manner whatsoever liable for their acts or omissions, or for the acts or omissions of any of them, jointly and severally, of and from any and all claims, demands, actions, causes of action, and suits of every kind and nature whatsoever, which Anderson or Joseph may have, or claims to have, for damages, costs, loss and expense of every kind or nature whatsoever, whether known or unknown, anticipated or unanticipated, whether in contract, warranty, negligence, tort, indemnity, contribution or otherwise, and whether accrued or hereafter to accrue, caused by, resulting from, growing out of or in any manner connected with the design and construction of the Lovett Lagoon, including but not limited to the counterclaims asserted by Anderson and Joseph, respectively, in Cause No. 93-75-304.

6.

Anderson, for itself, its officers, directors, agents, servants, employees, consultants, subcontractors, suppliers, insurers, heirs, successors and assigns does hereby release and discharge Joseph, its officers, directors, agents, servants, employees, subcontractors, suppliers, insurers, sureties, heirs, successors and assigns, and any and all other persons, firms, partnerships, associations or corporations who are or may be in any manner whatsoever liable for their acts or omissions, or for the acts or omissions of any of them, of and from any and all claims, demands, actions, causes of action, and suits of every kind and nature whatsoever, which Anderson may have, or claims to have, for damages, costs, loss and expense of every kind or nature whatsoever, whether known or unknown, anticipated or unanticipated,

whether in contract, warranty, negligence, tort, indemnity, contribution or otherwise, and whether accrued or hereafter to accrue, caused by, resulting from, growing out of or in any manner connected with the design and construction of the Lovett Lagoon, including but not limited to the cross-claim asserted by Anderson against Joseph in Cause No. 93-75-304.

7.

Joseph, for itself, its officers, directors, agents, servants, employees, subcontractors, suppliers, insurers, heirs, successors and assigns does hereby release and discharge Anderson, its officers, directors, agents, servants, employees, consultants, subcontractors, suppliers, insurers, heirs, successors and assigns, and any and all other persons, firms, partnerships, associations or corporations who are or may be in any manner whatsoever liable for their acts or omissions, or for the acts or omissions of either of them, of and from any and all claims, demands, actions, causes of action, and suits of every kind and nature whatsoever, which Joseph may have, or claims to have, for damages, costs, loss and expense of every kind or nature whatsoever, whether known or unknown, anticipated or unanticipated, whether in contract, warranty, negligence, tort, indemnity, contribution or otherwise, and whether accrued or hereafter to accrue, caused by, resulting from, growing out of or in any manner connected with the design and construction of the Lovett Lagoon, including but not limited to the cross-claim asserted by Joseph against Anderson in Cause No. 93-75-304.

8.

Upon receipt of the foregoing payments, the parties agree to execute and file a Stipulation of Dismissal with the Circuit Clerk of the First Judicial District of Hinds County, Mississippi, dismissing with prejudice all claims, counterclaims and cross-claims asserted in City of Clinton, Mississippi v. Anderson Engineers, P.A., Terry Anderson, P.E., Joseph Contractors, Inc. and Transamerica Premier Insurance Company in the Circuit Court of the First Judicial District of Hinds County, Mississippi, Cause No. 93-75-304, and City of Clinton, Mississippi v. Anderson Engineers, P.A., and Terry Anderson, P.E. in the Circuit Court of the First Judicial District of Hinds County, Mississippi, Cause No. 251-94-894 CIV, with each party to bear its own costs.

9.

The parties to this Agreement each separately acknowledge the receipt and sufficiency of the consideration supporting the execution and enforcement of this Agreement.

10.

It is further understood and agreed that the consideration specified above is an offer being made and accepted by way of a compromise and settlement of disputed claims and that no liability on the part of any party hereto or any officer, employee or agent thereof is to be in any way construed by the payment of said sums, but the same is made to settle disputed and unliquidated claims with the payors expressly denying any liability to the payee or to each other.

11.

The provisions hereto shall be fully binding upon each of the parties, their respective successors or assigns.

12.

The parties to this Agreement each separately acknowledge that they have reviewed this Agreement and each and all of its terms and each party has expressed satisfaction therewith, understands it and signs it as its voluntary act and deed.

13.

In executing and delivering this Agreement, each party hereto has relied wholly upon his, her or its judgment, knowledge and belief and/or his, her or its duly authorized agents, servants, employees or other representatives as to the nature and extent of the loss and damage which each may claim to have suffered or sustained, or may sustain in the future, as a result of the design and/or construction of the projects at issue in the suits referenced above.

14.

In further consideration for the mutual consideration, the parties agree that they will not publish, produce or otherwise make known, orally, in writing or otherwise, to any person, corporation, partnership or other entity not an insurer of or party to this Agreement, any information or documentation regarding the terms, conditions or other provisions of the settlement agreement reached herein except as and only to the extent required by law.

Each party hereto represents that it has not bargained, sold, assigned, conveyed or otherwise transferred any of the claims, cross-claims or counterclaims settled herein.

Approved by:

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
Title: Mayor

William E. Spell, attorney
for City of Clinton, Mississippi

ANDERSON ENGINEERS, P.A.

David W. Mockbee, attorney
for Anderson Engineers, P.A.

By: _____
Title: _____

David W. Mockbee, attorney
for Terry Anderson, P.E.

TERRY ANDERSON, P.E.

JOSEPH CONTRACTORS, INC.

Ron A. Yarbrough, attorney
for Joseph Contractors, Inc.

By: _____
Title: _____

TRANSAMERICA PREMIER INSURANCE
COMPANY

Ron A. Yarbrough, attorney
for Transamerica Premier
Insurance Company

By: _____
Title: _____

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Rosemary G. Aultman, who acknowledged that she is Mayor of City of Clinton, Mississippi, a Mississippi municipal corporation, and that for and on behalf of said corporation and as its act and deed he executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

This the 12 day of March, 1996.

C. Nelson Byrd Jr.
Notary Public City Clerk

My commission expires:

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, _____, who acknowledged that he is _____ of Anderson Engineers, P.A., a Mississippi Professional Corporation, and that for and on behalf of said corporation and as its act and deed he executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

This the ____ day of March, 1996.

Notary Public

My commission expires:

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Terry Anderson, P.E., who stated he executed the above and foregoing instrument on the day and year therein stated as his own act and deed.

This the ____ day of March, 1996.

Notary Public

My commission expires:

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, _____, who acknowledged that he is _____ of Joseph Contractors, Inc., a Mississippi corporation, and that for and on behalf of said corporation and as its act and deed he executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

This the ____ day of March, 1996.

Notary Public

My commission expires:

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, _____, who acknowledged that he is _____ of Transamerica Premier Insurance Company, a California corporation, and that for and on behalf of said corporation and as its act and deed he executed the above and foregoing instrument after first having been duly authorized by said corporation so to do.

This the ____ day of March, 1996.

Notary Public

My commission expires:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI

Whereas, the Mississippi Legislature recognized the importance of local crime prevention efforts when it funded the Municipal Crime Prevention Program of 1995; and

Whereas, Mississippi's municipal officials have long been on the front lines of the fight against crime in our state's cities and towns; and

Whereas, Mississippi's cities and towns have stretched their budgets to fund the increasing costs of jailing prisoners, replacing aging equipment, and hiring enough police officers to protect their citizens; and

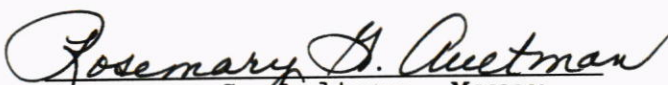
Whereas, these funds were used to fund critical needs in police department budgets across Mississippi; and

Whereas, the 1995 Mississippi Legislature adopted the legislation creating this fund without a single dissenting vote,

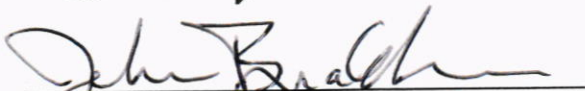
Then, therefore be it resolved that the City of Clinton joins with all of the cities and towns in the state to request the Mississippi Legislature to adopt and provide adequate funding for the Municipal Crime Prevention Program of 1996. Further, upon passage a certified copy of this Resolution shall be provided to each senator and representative serving the citizen's of our municipality.

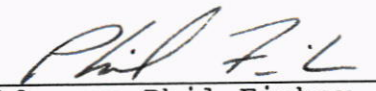
The foregoing resolution was duly adopted at the March 5, 1996, meeting of the Mayor and Board of Aldermen.

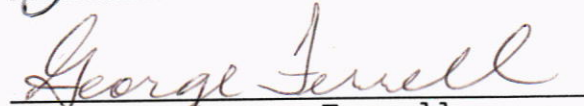
APPROVED BY:

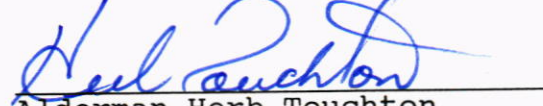

Rosemary G. Aultman, Mayor

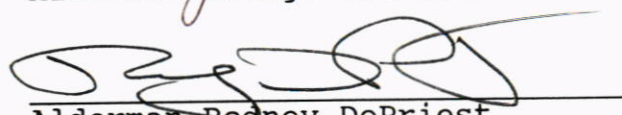

Alderman Ben Todd


Alderman Jehu Brabham


Alderman Phil Fisher


Alderman George Ferrell


Alderman Herb Touchton


Alderman Rodney DePriest


Alderman Sharbert Lott