

REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JULY 2, 1996
MUNICIPAL COURTROOM - 305 MONROE STREET

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Regular Meeting on Tuesday, July 2, 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 Brabham followed by the Pledge of Allegiance to the Flag led by Alderman Ferrell.

ROLL CALL - City Clerk Nelson Byrd

Present - Jehu Brabham - Alderman-At-Large
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

APPROVAL OF CONSENT AGENDA ITEMS A-X

MOTION made by Alderman Todd and SECONDED by Alderman Fisher to approve Consent Agenda Items A-X as listed on pages 1257-1258 of this Minute Book X, noting that the Consent Agenda Item C will serve favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in Items R and S can be found on file in the office of the City Clerk. MOTION CARRIED UNANIMOUSLY

AGENDA CHANGES

Mayor Aultman announced that under "other business" Item 14 will be added to the agenda as "Acceptance of bids for elevated tank rehabilitation".

AUTHORIZATION GIVEN TO PUBLIC WORKS TO PROCEED WITH CLEAN UP AT 1014 THOMPSON DRIVE

After noting that lots listed as 7A and 7B on the agenda had been cut satisfactorily, MOTION made by Alderman Ferrell and SECONDED by Alderman Brabham to approve that resolution found on pages 1259-1261 of this Minute Book X to authorize the city to proceed with cleaning the parcel of property at 1014 Thompson Drive to the acceptable standard by the city. MOTION CARRIED UNANIMOUSLY

ORDER ADOPTED APPROVING 1996-1997 MOTOR VEHICLE ASSESSMENT SCHEDULE

After noting that no objection had been filed with the City Clerk, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Todd to approve the order found on page 1262 of this Minute Book X giving notice of the Public Hearing for the 1996-1997 Uniform Assessment Schedule for Motor Vehicle Ad Valorem Taxes as submitted by the State Tax Commission. **MOTION CARRIED UNANIMOUSLY.** Proof of Publication being made a part of these minutes and may be found on page 1263 of this Minute Book X. Said assessment Schedule is on file in the Office of the City Clerk.

Alderman DePriest excused himself from meeting at 7:10 p.m. due to possible conflict of interest.

APPROVAL OF RE-ZONING 5.23 ACRES ON THE EAST SIDE OF SPRINGRIDGE ROAD AND DIRECTLY ACROSS FROM CASA GRANDE FROM C-1 TO C-2

MOTION made by Alderman Brabham and **SECONDED** by Alderman Lott to approve that ordinance found on page 1264 of this Minute Book X and on page 646 of Ordinance Book II re-zoning 5.23 acres on the east side of Springridge Road and directly across from Casa Grande from C-1 to C-2 based on the fact finding by this Board that there has been a change in the neighborhood and a public need. **ROLL CALL VOTE:** Alderman Brabham - "aye", Alderman Ferrell - "aye", Alderman Todd - "aye", Alderman Fisher - "nay", Alderman Touchton - "aye", Alderman Lott - "aye". **MOTION CARRIED 5-1.** Proof of Post Publication of this re-zoning can be found on page 1264A of this Minute Book X and on page 647 of Ordinance Book II.

Alderman DePriest re-entered the room at 7:28 p.m.

REQUEST TO RE-ZONE FOR A PARCEL OF LAND LYING AND BEING SITUATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 1 WEST, CITY OF CLINTON (END OF MT. SALUS ROAD)

MOTION made by Alderman Brabham and **SECONDED** by Alderman Todd that this request for re-zoning be referred to city attorney and legal department for study and a report back to the board for a determination of action in approximately 30 days. **MOTION CARRIED UNANIMOUSLY**

APPROVAL FOR MAYOR TO EXECUTE PROJECT AGREEMENTS ON USDA NATURAL RESOURCES SOIL CONSERVATION SERVICE PROJECT - CLINTON BLVD.

MOTION made by Alderman Touchton and **SECONDED** by Alderman Todd to authorize the Mayor to execute project agreements on USDA Natural Resources Conservation Service Project found on pages 1265-1268 of this Minute Book X. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RESOLUTION AUTHORIZING AND RATIFYING THE PURCHASE OF BOND INSURANCE AND NAMING A PAYING AGENT

MOTION made by Alderman Fisher and **SECONDED** by Alderman Todd to approve that Resolution found on pages 1269-1278 of this Minute Book X authorizing and ratifying the purchase of bond insurance in connection with the issuance of the city's \$3,100,000 General Obligation Bonds, Series 1996 and naming First Security Bank as paying agent for the bonds. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF RAYMOND RUSHING AND MEL MALPASS FOR PARKS AND RECREATION ADVISORY BOARD

MOTION made by Alderman Touchton and **SECONDED** by Alderman Todd to approve Alderman Fisher's request to appoint Raymond Rushing to serve on the City of Clinton Parks and Recreation Advisory Board, Ward 4, effective July 1, 1996 through June 30, 1999. **MOTION CARRIED UNANIMOUSLY**

MOTION made by Alderman Brabham and SECONDED by Alderman Todd to approve Mayor Aultman's request and appoint Mel Malpass to serve on the City of Clinton Parks and Recreation Advisory Board, At-Large, effective July 1, 1996 through June 30, 1999. MOTION CARRIED UNANIMOUSLY

APPOINTMENT OF TOM COWARD TO PLANNING AND ZONING BOARD

MOTION made by Alderman DePriest and SECONDED by Alderman Lott to approve Alderman DePriest's request to appoint Tom Coward to serve on the City of Clinton Planning and Zoning Board, Ward 2, effective 07-02-96 through 01-01-99. MOTION CARRIED UNANIMOUSLY

APPROVAL OF BID FOR ELEVATED TANK REHABILITATION

Upon recommendation by City Engineer Richard Broome MOTION made by Alderman Touchton and SECONDED by Alderman Ferrell to approve bid from Capitol Enterprises for elevated tank rehabilitation for tanks 1 & 2 with one logo and discount totaling \$306,800. Proof of Publication and Bid Tabulation can be found on pages 1279-1283 of this Minute Book X. MOTION CARRIED UNANIMOUSLY

ADJOURNMENT 8:00:

There being no further business to discuss, MOTION made by Alderman DePriest and SECONDED by Alderman Todd to recess until July 16, 1996. MOTION CARRIED UNANIMOUSLY

Copy of agenda may be found on pages 1257-1258 of this Minute Book X.

APPROVED: Rosemary G. Aultman July 9, 1996
Rosemary G. Aultman, Mayor Date

ATTEST: Nelson Byrd July 9, 1996
Nelson Byrd, City Clerk Date

SEAL:

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at 1014 Thompson Drive, Clinton, Mississippi, and after full consideration of the matter, Alderman FERRELL offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT 1014 THOMPSON DRIVE, CLINTON, MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY §21-19-11, MISSISSIPPI CODE OF 1972, AS AMENDED, AND OTHER APPLICABLE STATUTES AND ORDINANCES.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 1014 THOMPSON DRIVE, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

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

WHEREAS, a public hearing was held at 7:00 p.m., July 2, 1996, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, said public hearing was conducted; and

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

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

1. It is hereby adjudicated that the property located at 1014 THOMPSON
DRIVE, Clinton, Mississippi, in its present condition constitutes a menace to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.
3. The Director of Public Works is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under §21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

Alderman BRABHAM seconded the motion to adopt the foregoing

and the roll call vote was as follows:

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

The motion having received the affirmative vote of the majority of all of the members of the Board present, the Mayor declared the motion carried and the Resolution adopted on this the 2ND day of JULY, 1996.

THE MAYOR AND ALDERMEN OF THE
CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
MAYOR ROSEMARY AULTMAN

By: _____
ALDERMAN JEHU W. BRABHAM

By: _____
ALDERMAN O. C. GEORGE FERRELL

By: _____
ALDERMAN RODNEY W. DePRIEST

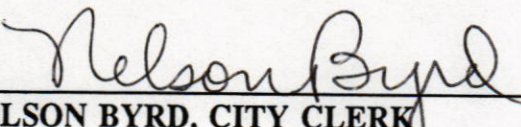
By: _____
ALDERMAN BEN L. TODD

By: _____
ALDERMAN PHIL FISHER

By: _____
ALDERMAN HERB TOUCHTON

By: _____
ALDERMAN SHARBERT K. LOTT

ATTEST:



NELSON BYRD, CITY CLERK



c:\wp60\krd\rhm\Clinton.res

ORDER OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON DIRECTING THE CITY CLERK TO GIVE NOTICE TO THE RECEIPT OF THE UNIFORM MOTOR VEHICLE ASSESSMENT SCHEDULE FOR THE TAXABLE YEAR BEGINNING AUGUST 1, 1996, THROUGH JULY 31, 1997, AND FIXING A DATE FOR THE HEARING OF PROTESTS AND OBJECTIONS THERETO. (27-51-21)

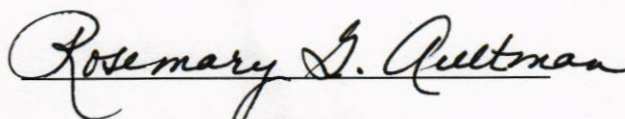
IT IS HEREBY ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, that the City Clerk be and is hereby directed to give notice to publication in a newspaper having general circulation in the City of Clinton, Mississippi, that the Motor Vehicle Assessment Schedule prepared by the Mississippi State Tax Commission is ready and open for inspection and examination by any interested taxpayer, and that any protests and objections thereto will be heard and considered by the Mayor and Board of Aldermen at a regular meeting to be held at the Municipal Courtroom, 305 Monroe Street, in the City of Clinton at 7 p.m., on Tuesday, the 2nd day of July, 1996, which date is within fifteen (15) days after the date of the publication of such notice, and on or before which date any objection and protests or petitions for reduction must be made in writing and filed with the City Clerk at the City Hall. The said notice shall be in substantially the following form, to wit:

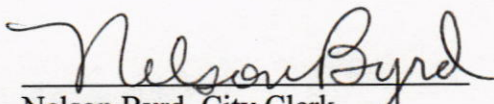
NOTICE TO ALL OWNERS AND OPERATORS OF MOTOR VEHICLES AND TAXPAYERS OF THE CITY OF CLINTON, MISSISSIPPI AND THE CLINTON PUBLIC SCHOOL DISTRICT

Notice is hereby given that the Motor Vehicle Assessment Schedule prepared by the Mississippi State Tax Commission, for use in the City of Clinton, Mississippi, and in the Clinton Public School District to be used in assessing, calculating and collecting ad valorem taxes on motor vehicles within the said City and within the said Clinton Public School District for the year 1996-1997, is now on file with the City Clerk and is ready and open for inspection and examination by any interested taxpayer.

Notice is further given that any objection to the said Assessment Schedule and any assessment or valuation therein made and contained, and any complaint or petition for specified reduction of portions of the assessment schedule affecting any taxpayer must be made in writing and filed with the City Clerk at the City Hall on or before 4:00 p.m., on Tuesday, the 2nd day of July, 1996, which date has heretofore been fixed by the Mayor and Board of Aldermen for the hearing of any objections and protests to said Assessment Schedule for the year 1996-1997.

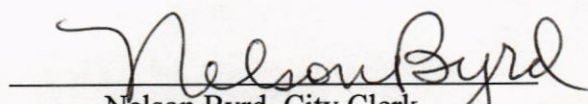
Done by Order of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, this the 2nd day of July, 1996.


Rosemary Aultman, Mayor

ATTEST: 
Nelson Byrd, City Clerk

SEAL

Motion to adopt the foregoing ORDER having been duly seconded, the same was duly adopted by the Mayor and Board of Aldermen at its Regular Meeting on the 2nd day of July, 1996.


Nelson Byrd, City Clerk

PASTE AD HERE

NOTICE TO ALL OWNERS AND OPERATIONS OF MOTOR VEHICLES AND TAXPAYERS OF THE CITY OF CLINTON, MISSISSIPPI AND THE CLINTON PUBLIC SCHOOL DISTRICT

Notice is hereby given that the Motor Vehicle Assessment Schedule prepared by the Mississippi State Tax Commission, for use in the City of Clinton, Mississippi, and in the Clinton Public School District to be used in assessing, calculating and collecting ad valorem taxes on motor vehicles within the said City and within the said Clinton Public School District for the year 1996-1997, is now on file with the City Clerk and is ready and open for inspection and examination by any interested taxpayer.

Notice is further given that any objection to the said Assessment Schedule and any assessment or valuation therein made and contained, and any complaint or petition for specified reduction of portions of the assessment schedule affecting any taxpayer must be made in writing and filed with the City Clerk at the City Hall on or before 4:00 p.m., on Tuesday, the 2nd day of July, 1996, which date has heretofore been fixed by the Mayor and Board of Alderman for the hearing of any objections and protests to said Assessment Schedule for the year 1996-1997.

/s/ Rosemary Aultman
Rosemary Aultman, Mayor
ATTEST: /s/ Nelson Byrd
Nelson Byrd, City Clerk
June 13, 1996

8

**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 June 13, 19 96

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines 52/219

Published 1 Times

Total \$ 18.52

Signed Shirley Waits
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 13 day of
June 19 96.

Maria 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)

**AN ORDINANCE AMENDING THE ZONING MAP
OF THE CITY OF CLINTON, MISSISSIPPI**

BE IT ORDAINED as follows:

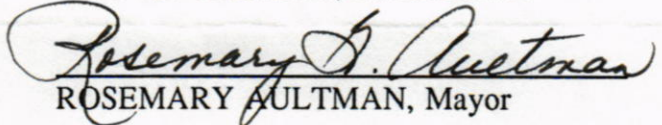
Upon the recommendation of the City of Clinton Planning and Zoning Board, to re-zone the property described in Exhibit "A" hereto from C-1 Limited Commercial District to C-2 Commercial, said re-zoning is hereby approved and the zoning map of the City of Clinton, Mississippi, is hereby amended to provide that the land described in Exhibit "A" hereto be, and hereby is, zoned C-2 Commercial.

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

Alderman Brabham voted:	Aye
Alderman Ferrell voted:	Aye
Alderman Depriest voted:	Not Present
Alderman Fisher voted:	No
Alderman Touchton voted:	Aye
Alderman Lott voted:	Aye
Alderman Todd voted:	Aye

Approved on the 2nd day of July, 1996.

CITY OF CLINTON, MISSISSIPPI


ROSEMARY AULTMAN, Mayor

ATTEST:

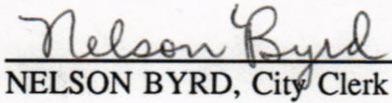

NELSON BYRD, City Clerk

EXHIBIT "A"

A certain parcel of land located in the Southwest 1/4 of Section 32, Township 6 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

Commence at the Intersection of North Line of the Southwest 1/4 of said Section 32, T6N-R1W, Hinds County, Mississippi and the East Right of Way Line of Springridge Road, also being the Northwest Corner of South Central Bell Property; thence S89 Degrees 54'06"E along the North Line of said South Central Property for a distance of 421.61 feet to a Fence Corner marking the Northeast Corner of said South Central Bell Property, and being the Point of Beginning; thence S89 Degrees 58'00"E along a Fence for a distance of 410.53 feet to a point; thence leaving said Fence run S01 Degrees 31'25" W for a distance of 385.00 feet to a point; thence N89 Degrees 58'00"W for a distance of 810.67 feet to a point on the apparent East Right of Way Line of Springridge Road; thence N 01 Degrees 31'23"E along said Right of Way Line for a distance of 175.00 feet to a point in a Fence Line, also being the South Line of said South Central Bell Property; thence S89 Degrees 58'00"E along said South Line, marked by a Wire Fence for a distance of 400.14 feet to a Fence Corner at the Southeast Corner of said South Central Bell Property; thence N01 Degrees 31'25"E along the East Line of said South Central Bell Property marked by a Wire Fence for a Distance of 210.00 feet to the Point of Beginning, containing 228,000 Square Feet, 5.23 Acres, More or Less.

PASTE AD HERE

Clinton News
Legals

499

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI, BE IT ORDAINED as follows:

Upon the recommendation of the City of Clinton Planning and Zoning Board, to re-zone the property described in Exhibit "A" hereto from C-1 Limited Commercial District to C-2 Commercial, said rezoning is hereby approved and the zoning map of the City of Clinton, Mississippi, is hereby amended to provide that the land described in Exhibit "A" hereto be, and hereby is, zoned C-2 Commercial.

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

Alderman Brabham voted: Aye
Alderman Ferrell voted: Aye
Alderman Depriest voted: Not Present
Alderman Fisher voted: No
Alderman Touchton voted: Aye

Alderman Lott voted: Aye
Alderman Todd voted: Aye
Approved on the 2nd day of July, 1996.

CITY OF CLINTON, MISSISSIPPI
ROSEMARY AULTMAN, Mayor

ATTEST:
/s/ Nelson Byrd
NELSON BYRD,
City Clerk

EXHIBIT "A"

A certain parcel of land located in the Southwest 1/4 of Section 32, Township 6 North, Range 1 West, Hinds County, Mississippi, and being more particularly described as follows:

Commence at the Intersection of North Line of the Southwest 1/4 of said Section 32, T6N-R1W, Hinds County, Mississippi and the East Right of Way Line of Springridge Road; also being the Northwest Corner of South Central Bell Property; thence S 89 Degrees 54' 06" E along the North Line of said South Central Property for a distance of 421.61 feet to a Fence Corner marking the Northeast Corner of said South Central Bell Property, and being the Point of Beginning; thence S 89 Degrees 58' 00" E along a Fence for a distance of 410.53 feet to a point; thence leaving said Fence run S 01 Degrees 31' 25" W for a distance of 385.00 feet to a point; thence N 89 Degrees 58' 00" W for a distance of 810.67 feet to a point on the apparent East Right of Way Line of Springridge Road; thence N 01 Degrees 31' 25" E along said Right of Way Line for a distance of 175.00 feet to a point in a Fence Line, also being the South Line of said South Central Bell Property; thence S 89 Degrees 58' 00" E along said South Line, marked by a Wire Fence for a distance of 400.14 feet to a Fence Corner at the Southeast Corner of said South Central Bell Property; thence N 01 Degrees 31' 25" E along the East Line of said South Central Bell Property marked by a Wire Fence for a distance of 210.00 to the Point of Beginning, containing 228,000 Square Feet, 5.23 Acres, More or Less.
July 18, 1996

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 July 18, 1996

Date, 19

Date, 19

Date, 19

Date, 19

Number of Lines 105/461

Published 1 Times

Total \$ 38.88

Signed Shirley Waits
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 18 day of
July 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)

STATE: MISSISSIPPI
EWP PROJECT: HIND COUNTY EWP
CITY OF CLINTON, MS
CLINTON BLVD.

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT

THIS AGREEMENT, made this 2nd day of July, 19 96, by and between the CITY OF CLINTON, MS called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216, Public Law 81-516, and Section 403 of Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, and the Sponsor and NRCS agree to emergency protection measures;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at an estimated cost of \$60,000.00.

Installation of channel bank stabalization measures on Clinton Blvd., Clinton, MS

- B. The Sponsor will:

1. Provide 10 percent of the actual cost of constructing the emergency protection measures described in Section A. This cost to the Sponsors is estimated to be \$6,000.00.
2. Furnish 100 percent of the survey design and inspection which will be an in-kind contribution. The value of the in-kind contribution will be no greater than 15 percent of the actual construction cost.
3. Accept all financial and other responsibility for excess costs resulting from their failure to obtain or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency protection measures described in Section A.
4. Designate an individual to serve as liasion between the Sponsor and the NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to the State Administrative Officer.

5. Make payment to the Service upon receipt of billings as outlined in Paragraph C.5. Payments must be received within 30 calendar days from the date of billing. Payments received after the due date will be considered late payments. For such late payments, interest will accrue on the unpaid amount at a percentage rate based on the current value of funds to the U. S. Treasury for each 30-day period or portion thereof that payment is delayed. Payments made by wire will be accepted and credited on the date received.
6. If applicable, complete the attached "Clean Air and Water Certification" and comply with the attached "Clean Air and Water Clause."
7. "Upon completion of the emergency protection measures and elimination of the threat, take necessary action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards this project will not be eligible for future funding under the EWP Program."
8. "Upon acceptance of work from the contractor, assume responsibility for operation and maintenance of the emergency measures."

C. NRCS WILL:

1. Provide 90 percent of the actual construction cost of the emergency protection measures described in Section A. The cost to NRCS is estimated to be \$54,000.00.
2. Contract for the emergency protection measures described in Section A in accordance with Federal contracting procedures.
3. Provide authorized technical services and assistance in obtaining basic information under section B2.
4. Arrange for and conduct final inspection of the completed emergency protection measures with the Sponsor to determine whether all work has been performed in accordance with the contractual requirements. Accept work from contractor and notify the Sponsor of acceptance.
5. Bill the Sponsor monthly for 10 percent of the work described in A.
6. Review and approve the final drawings and specifications for the work described in Section A.

D. It is mutually agreed that:

1. No member of or delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
2. The furnishing of financial and other assistance by NRCS is contingent on the availability of funds appropriated by Congress from which payment may be made and shall not obligate NRCS upon failure of the Congress to so appropriate.
3. NRCS may terminate this agreement in whole or in part when it is determined by NRCS that the Sponsors have failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination, reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
4. This agreement may be temporarily suspended by NRCS if it determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. Activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259 and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof).

CITY OF CLINTON, MS

By: Rosemary G. Quetman
Title: Mayor

Date: July 2, 1996

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

This action is authorized at
an official meeting of the
Mayor & Board of Aldermen
on 2nd day of July
19 96, at Clinton
State of Mississippi.

Nelson Byrd
(signature)
City Clerk
(title)

11

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, AUTHORIZING AND RATIFYING THE PURCHASE OF BOND INSURANCE IN CONNECTION WITH THE ISSUANCE OF THE CITY'S \$3,100,000 GENERAL OBLIGATION BONDS, SERIES 1996, AND NAMING A PAYING AGENT FOR THE BONDS.

Whereas the Board of Aldermen (the "Board"), acting for and on behalf of the City of Clinton, Mississippi (the "City"), does resolve, find, determine and adjudicate as follows:

Section 1. Definitions

Unless otherwise expressly provided or unless the context clearly requires otherwise in this resolution, the following terms shall have the meanings specified below:

"Accounting" shall mean the provision of relevant and material information necessary and pertaining to the ability or inability of the Issuer to timely transfer sufficient funds to the Paying Agent for payment of principal and interest on Interest Payment Dates.

"AMBAC Indemnity" shall mean AMBAC Indemnity Corporation, a Wisconsin-domiciled stock insurance company.

"Bond and Interest Fund" means the bond and interest fund established by the Bond Resolution.

"Bond" or "Bonds" means the City's general obligation bonds authorized by the Bond Resolution to be issued in the aggregate principal amount of \$3,100,000.

"Bond Resolution" means the resolution adopted by the Board on May 21, 1996, authorizing the issuance of the Bonds, as amended hereby.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity, such dates being January 1 and July 1, commencing July 1, 1997.

"Issuer" means the City of Clinton, Mississippi.

"Municipal Bond Insurance Policy" shall mean the municipal bond insurance policy issued by AMBAC Indemnity, in substantially the form attached hereto as Exhibit "A" insuring the payment when due of the principal of and interest on the Bonds as provided therein.

"Owner" means the person who is the registered owner of a Bond or Bonds as shown in the Register.

"Paying Agent" or "Paying Agent/Registrar" means the First Security Bank, Batesville, Mississippi, or any successor appointed by the Board.

"Record Date" shall mean, as to interest payments, the fifteenth day of the month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the fifteenth day of the month preceding the maturity date thereof.

"Register" means the Register specified in the Bond Resolution.

"Underwriter" means Sterne, Agee & Leach, Inc., the purchaser of the Bonds.

Section 2. Authorization

(a) The Board on June 18, 1996, did adopt a resolution awarding the sale of the \$3,100,000 City of Clinton, Mississippi, General Obligation Bonds (the "Bonds") to Sterne, Agee & Leach, Inc. (the "Purchaser").

(b) The Board should appoint a bank or other financial institution to serve as Paying and Transfer Agent (the "Paying Agent") on the Bonds.

(c) The Purchaser has requested that First Security Bank, Batesville, Mississippi, be named as Paying Agent on the Bonds, and the Board has determined that it is in the best interest of the City to name such bank as Paying Agent on the Bonds.

(d) In soliciting bids from prospective underwriters, the City qualified the Bonds for municipal bond insurance at the bidder's option. The Underwriter, at its option and expense having obtained such insurance, now calls for information and action by the City in aid of its insurer in the performance of the Municipal Bond Insurance Policy, and, the Board finds it in the best interest of the City to so act.

Section 3. Paying Agent

(a) First Security Bank, Batesville, Mississippi, is hereby designated as the initial Paying and Transfer Agent on the Bonds and shall serve in such capacity pursuant to the provisions of the Bond Resolution regarding the Bonds, and the Paying Agency Agreement attached hereto (the "Agreement"). For its services, First Security Bank shall be paid according to the fee schedule on the attached Agreement.

(b) The Mayor of the City, or her designee, is authorized to execute and deliver the Agreement on behalf of the City.

Section 4. Procedure for Bond Insurance Payments

As long as the Municipal Bond Insurance Policy shall be in full force and effect, the Issuer and any Paying Agent shall comply with the following provisions:

(a) At least one (1) day prior to all Interest Payment Dates the Paying Agent will determine whether the Issuer has transferred to the Paying Agent sufficient funds to pay the principal of or interest on the Bonds on such Interest Payment Date. If the Paying Agent determines that the Issuer has not transferred sufficient funds, the Paying Agent shall so notify AMBAC Indemnity. Such notice shall specify the amount of the anticipated deficiency, the Bonds to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest, or both. If the Paying Agent has not so notified AMBAC Indemnity at least one (1) day prior to an Interest Payment Date, AMBAC Indemnity will make payments of principal or interest due on the Bonds on or before the first (1st) day next following the date on which AMBAC Indemnity shall have received notice of nonpayment from the Paying Agent.

(b) The Paying Agent shall, after giving notice to AMBAC Indemnity as provided in (a) above, make available to AMBAC Indemnity and, at AMBAC Indemnity's direction, to the United States Trust Company of New York, as insurance trustee for AMBAC Indemnity or any successor insurance trustee (the "Insurance Trustee"), the registration books of the Issuer maintained by the Paying Agent and all records relating to the Bond and Interest Fund.

(c) The Paying Agent shall, after giving notice to AMBAC Indemnity as provided in (a) above, provide AMBAC Indemnity and the Insurance Trustee with a list of registered owners of Bonds entitled to receive principal or interest payments from AMBAC Indemnity under the terms of the Municipal Bond Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of Bonds entitled to receive full or partial interest payments from AMBAC Indemnity and (ii) to pay principal upon Bonds surrendered to the Insurance Trustee by the registered owners of Bonds entitled to receive full or partial principal payments from AMBAC Indemnity.

(d) The Paying Agent shall, at the time it provides notice to AMBAC Indemnity pursuant to (a) above, notify registered owners of Bonds entitled to receive the payment of principal or interest thereon from AMBAC Indemnity (i) as to the fact of such entitlement, (ii) that AMBAC Indemnity will remit to them all or a part of the interest payments next coming due upon proof of bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii) that should they be entitled to receive full payment of principal from AMBAC Indemnity, they must surrender their Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Bonds to be registered in the name of AMBAC Indemnity) for payment to the Insurance Trustee, and not the Paying Agent, and (iv) that should they be entitled to receive partial payment of principal from AMBAC Indemnity, they must surrender their Bonds for payment thereon first to the Paying Agent, who shall note on such Bonds the portion of the principal paid by the Paying Agent, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event that the Paying Agent has notice that any payment of principal of or interest on a Bond which has become due for payment and which is made to a bondholder by or on behalf of the Issuer has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Paying Agent shall, at the time AMBAC Indemnity is notified pursuant to (a) above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from AMBAC Indemnity to the extent of such recovery if sufficient funds are not otherwise available, and the Paying Agent shall furnish to AMBAC Indemnity its records evidencing the payments of principal of and interest on the Bonds which have been made by the Paying Agent and subsequently recovered from registered owners and the dates on which such payments were made.

(f) In addition to those rights granted AMBAC Indemnity under this resolution, AMBAC Indemnity shall, to the extent it makes payment of principal of or interest on Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Municipal Bond Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Paying Agent shall note AMBAC Indemnity's rights as subrogee on the registration books of the Issuer maintained by the Paying Agent upon receipt from AMBAC Indemnity of proof of the payment of interest thereon to the registered owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note AMBAC Indemnity's rights as subrogee on the registration books of the Issuer maintained by the Paying Agent upon surrender of the Bonds by the registered owners thereof together with proof of the payment of principal thereof.

Section 5. Status of Bonds Paid by AMBAC Indemnity

Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on the Bonds shall be paid by AMBAC Indemnity Corporation pursuant to the Municipal Bond Insurance Policy, the Bonds shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of AMBAC Indemnity, and AMBAC Indemnity shall be subrogated to the rights of such registered owners.

Section 6. Other Representations and Covenants

A. While the Municipal Bond Insurance Policy is in effect, the Issuer shall furnish to AMBAC Indemnity:

(a) as soon as practical after the filing thereof, a copy of any financial statement of the Issuer and a copy of any audit and annual report of the Issuer, provided, however, that the Issuer's failure to provide such reports shall not constitute a default hereunder or under the Municipal Bond Insurance Policy;

(b) a copy of any notice to be given to the registered owners of the Bonds, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this resolution relating to the security for the Bonds; and

(c) such additional public information it may reasonably request.

B. The Issuer shall notify AMBAC Indemnity of any failure of the Issuer to provide the Paying Agent/Registrar or Owners relevant notices, certificates, etc.

C. The Issuer will permit AMBAC Indemnity to discuss the affairs, finances and accounts of the Issuer or any information AMBAC Indemnity may reasonably request regarding the security for the Bonds with appropriate officers of the Issuer. The Issuer will permit AMBAC Indemnity to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

D. AMBAC Indemnity shall have the right to direct an Accounting at the Issuer's expense, and the Issuer's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from AMBAC Indemnity shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any registered owner of the Bonds.

E. Notwithstanding any other provision of this resolution, the Issuer shall immediately notify AMBAC if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any event of default hereunder.

F. To the extent that the Issuer has entered into a continuing disclosure agreement with respect to the Bonds, AMBAC Indemnity shall be included as a party to be notified.

G. To the extent that this resolution confers upon or gives or grants to AMBAC any right, remedy or claim under or by reason of this resolution, AMBAC is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

H. Any provision of this resolution expressly recognizing or granting rights in or to AMBAC Indemnity may not be amended in any manner which affects the rights of AMBAC Indemnity hereunder without the prior written consent of AMBAC Indemnity.

I. Any financial reorganization or liquidation plan with respect to the Issuer must be acceptable to AMBAC Indemnity. In the event of any financial reorganization or liquidation, AMBAC Indemnity shall have the right to vote on behalf of all bondholders who hold AMBAC

Indemnity-insured bonds absent a default by AMBAC Indemnity under the applicable Municipal Bond Insurance Policy insuring such Bonds.

J. Anything in this resolution to the contrary notwithstanding, upon the occurrence and continuance of an event of default hereunder AMBAC Indemnity shall be entitled to control and direct the enforcement of all rights and remedies of the bondholders for the benefit of the bondholders under this resolution.

K. Unless otherwise provided herein, AMBAC Indemnity's consent shall be required in addition to Bondholder consent, when required, for the following purposes: (i) execution and delivery of any amendment, supplement or change to or modification of the Bond Resolution, (ii) removal of the Paying Agent and selection and appointment of any successor paying agent; and (iii) initiation or approval of any action not described in (i) or (ii) above which requires Bondholder consent.

Section 7. Amendment of Bond Resolution

The Bond Resolution, as adopted on May 21, 1996, is hereby amended to conform with the provisions of this resolution. Other than as amended hereby, the Bond Resolution remains in full force and effect as initially adopted.

Section 8. Repealing Clause

All orders, resolutions or proceedings of the Board in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Section 9. Time of Effect

For cause this resolution shall become effective immediately upon the adoption hereof.

Following a reading of the resolution, upon motion of Alderman FISHER, seconded by Alderman TODD, and following discussion, the resolution was passed and adopted by the following roll call vote:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor of the City of Clinton, Mississippi, declared the motion carried and the resolution adopted on this the 2nd day of July, 1996.

Rosemary S. Aultman
Mayor of the City of Clinton

ATTEST:

Nelson Byrd
City Clerk of the City of Clinton

PAYING AGENCY AGREEMENT

**RE: CITY OF CLINTON, MISSISSIPPI
\$3,100,000 GENERAL OBLIGATION BONDS, SERIES 1996**

The First Security Bank, Batesville, Mississippi (the "Bank"), hereby agrees to act as paying agent, transfer agent and registrar (Paying Agent), regarding the issuance of the above stated bonds, all in accordance with the terms of the Bond Resolution regarding same as adopted by the Board of Aldermen of the City of Clinton, Mississippi, (the "City").

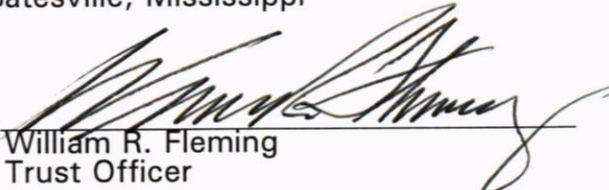
It is agreed that so long as the City maintains on deposit at the Bank sufficient funds for the Bank, in its capacity as Paying Agent, to distribute the timely payment of principal and interest on the Bonds on the due date thereof, the Bank will hold harmless and indemnify the City from any and all damages or claims for damages arising out of or connected with the payment or non-payment of such principal and interest on the Bonds.

It is further agreed that the Bank, in its capacity as Transfer Agent for the Bonds, will hold harmless and indemnify the City from any and all damages or claims for damages arising out of or connected with the erroneous issuance of bond certificates in amounts in excess of that authorized by said Bond Resolution.

A copy of the Bank's schedule of compensation detailing its current fees as Paying Agent is attached hereto and made a part hereof. However, the Bank reserves the right to adjust the fees thereupon after sixty (60) days' prior written notice to the Board of Aldermen of the City of Clinton, Mississippi.

FIRST SECURITY BANK
Batesville, Mississippi

DATE: June 25, 1996

By: 

William R. Fleming
Trust Officer

APPROVED:

CITY OF CLINTON, MISSISSIPPI

BY: 

DATE: July 2, 1996



Municipal Bond Insurance Policy

AMBAC Indemnity Corporation
c/o CT Corporation Systems
44 East Mifflin St., Madison, Wisconsin 53703
Administrative Office:
One State Street Plaza, New York, NY 10004
Telephone: (212) 668-0340

Issuer:

Policy Number:

Bonds:

Premium:

AMBAC Indemnity Corporation (AMBAC) A Wisconsin Stock Insurance Company

in consideration of the payment of the premium and subject to the terms of this Policy, hereby agrees to pay to the United States Trust Company of New York, as trustee, or its successor (the "Insurance Trustee"), for the benefit of Bondholders, that portion of the principal of and interest on the above-described debt obligations (the "Bonds") which shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

AMBAC will make such payments to the Insurance Trustee within one (1) business day following notification to AMBAC of Nonpayment. Upon a Bondholder's presentation and surrender to the Insurance Trustee of such unpaid Bonds or appurtenant coupons, uncanceled and in bearer form and free of any adverse claim, the Insurance Trustee will disburse to the Bondholder the face amount of principal and interest which is then Due for Payment but is unpaid. Upon such disbursement AMBAC shall become the owner of the surrendered Bonds and coupons and shall be fully subrogated to all of the Bondholders' rights to payment.

In cases where the Bonds are issuable only in a form whereby principal is payable to registered Bondholders or their assigns, the Insurance Trustee shall disburse principal to a Bondholder as aforesaid only upon presentation and surrender to the Insurance Trustee of the unpaid Bond, uncanceled and free of any adverse claim, together with an instrument of assignment, in form satisfactory to the Insurance Trustee, duly executed by the Bondholder or such Bondholder's duly authorized representative, so as to permit ownership of such Bond to be registered in the name of AMBAC or its nominee. In cases where the Bonds are issuable only in a form whereby interest is payable to registered Bondholders or their assigns, the Insurance Trustee shall disburse interest to a Bondholder as aforesaid only upon presentation to the Insurance Trustee of proof that the claimant is the person entitled to the payment of interest on the Bond and delivery to the Insurance Trustee of an instrument of assignment in form satisfactory to the Insurance Trustee, duly executed by the claimant Bondholder or such Bondholder's duly authorized representative, transferring to AMBAC all rights under such Bond to receive the interest in respect of which the insurance disbursement was made. AMBAC shall be subrogated to all the Bondholders' rights to payment on registered Bonds to the extent of the insurance disbursements so made.

In the event the trustee or paying agent for the Bonds has notice that any payment of principal of or interest on a Bond which has become Due for Payment and which is made to a Bondholder by or on behalf of the Issuer of the Bonds has been deemed a preferential transfer and therefore recovered from its registered owner pursuant to the United States Bankruptcy Code in accordance with a final, nonappealable order of a court of competent jurisdiction, such registered owner will be entitled to payment from AMBAC to the extent of such recovery if sufficient funds are not otherwise available.

As used herein, the term "Bondholder" means any person other than the Issuer who, at the time of Nonpayment, is the owner of a Bond or of a coupon appertaining to a Bond. As used herein, "Due for Payment", when referring to the principal of Bonds, is when the stated maturity date or a mandatory redemption date for the application of a required sinking fund installment has been reached and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by application of required sinking fund installments), acceleration or other advancement of maturity; and, when referring to interest on the Bonds, is when the stated date for payment of interest has been reached. As used herein, "Nonpayment" means the failure of the Issuer to have provided sufficient funds to the paying agent for payment in full of all principal of and interest on the Bonds which are Due for Payment.

This Policy is noncancelable. The premium on this Policy is not refundable for any reason, including payment of the Bonds prior to maturity. This Policy does not insure against loss of any prepayment or other acceleration payment which at any time may become due in respect of any Bond, other than at the sole option of AMBAC, nor against any risk other than Nonpayment.

In witness whereof, AMBAC has caused this Policy to be affixed with a facsimile of its corporate seal and to be signed by its duly authorized officers in facsimile to become effective as its original seal and signatures and binding upon AMBAC by virtue of the counter-signature of its duly authorized representative.


President




Secretary

Effective Date:

UNITED STATES TRUST COMPANY OF NEW YORK acknowledges that it has agreed to perform the duties of Insurance Trustee under this Policy.

Form # 566-0003 (8/92)

EXHIBIT "A"

Authorized Representative


Authorized Officer

FIRST SECURITY BANK
BOND AGENCY FEE SCHEDULE

I. REGISTRAR/TRANSFER/PAYING AGENT UNDER BOND/NOTE INDENTURE

A. Acceptance Fee:

\$600.00 for the first million (or lesser fraction thereof) of Principal Bonds or Notes issued.

\$100.00 per million (or lesser fraction thereof) for each million thereafter of Principal Bonds or Notes issued.

B. Annual Administrative Fee:

\$500.00 for the first million (or lesser fraction thereof) of Principal Bond or Notes outstanding.

\$100.00 per million (or lesser fraction thereof) for each million thereafter of Principal Bonds or Notes issued.

C. Registration and Transfer Fee:

Initial Charge for Registration: \$ 1.00 per Bond
Transfer Fee to successor Agent: 1/10th of 1% of principal balance or \$1,000.00 whichever is less

D. Principal and Interest Payment Fee:

One-half of one percent of the amount of interest paid, and, One-eighth of one percent of the amount of principal paid regarding scheduled payments; and in addition, for early redemption/Call: \$150.00 per maturity.

E. Miscellaneous Charges and Fees:

Cost of printing bonds, forms, postage, insurance and other actual out-of-pocket expenses.

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

JUN 12 1996

PASTE PROOF HERE

ADVERTISEMENT FOR
BIDS
By
CITY OF CLINTON
CLINTON, MISSISSIPPI
For
ELEVATED STORAGE
TANK REHABILITATION
NOTICE is hereby given
that CITY OF CLINTON will
receive written sealed bids
for the CITY OF CLINTON,
ELEVATED STORAGE
TANK REHABILITATION,
until the hour of 11:00 A.M.
local time, on JULY 1, 1996,
at the OFFICE OF THE
CITY CLERK, 300 JEFFER-
SON STREET, CLINTON,
MISSISSIPPI, and immedi-
ately thereafter bids will be
opened and publicly read.
The project involves the fol-
lowing:
PAINTING AND REPAIRS
TO ELEVATED WATER
TANKS.
The contract time will be six-
ty (60) calendar days for
each tank.
Copies of the technical
specifications, together
with CONTRACT DOCU-
MENTS, may be obtained
from the office of Williford,
Gearhart and Knight, Inc.,
400 North Monroe Street/P.
O. Box 318, Clinton, Missis-
sippi 39060, 601-925-4444 upon
payment of \$100.00 for each
set, none of which is refund-
able.
The Mayor and Board of Al-
dermen reserve the right to
waive any and all informal-
ities in the bidding and to re-
ject and all bids.
CITY OF CLINTON
By: NELSON BYRD
CITY CLERK
Approved By:
By: HONORABLE
ROSEMARY AULTMAN
MAYOR
May 31, June 7, 1996

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

Shirley Waits

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

Date May 31, 19 96

Date June 7, 19 96

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines/Words 56/188

Published 2 Times

Total \$ 25.44

Signed Shirley Waits
Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 7 day of June,
19 96.

My Commission Expires:

Maie Mills
Notary Public

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

(SEAL)

BID TABULATION

CLIENT NAME:		CITY OF CLINTON P.O. BOX 156 CLINTON, MS 39060-0156			WGK NO. 96-185	
PROJECT NAME:		ELEVATED STORAGE TANK REHABILITATION				
PROJECT DESCRIPTION:		PAINTING AND REPAIRS TO ELEVATED WATER TANKS				
BID DATE: <i>(Time and Location)</i>		July 1, 1996 - 11:00 a.m., local time OFFICE OF THE CITY CLERK, CLINTON CITY HALL, 300 JEFFERSON STREET, CLINTON, MS				
					CAPITOL ENTERPRISES, INC. P.O. BOX 1536 GRAMERCY, LA 70052	A-WAY TANK SERVICE, INC. 2944 CRATER LAKE DRIVE BATON ROUGE, LA 70814
ITEM NO.	ITEM DESCRIPTION	EST. QTY.	ITEM UNIT	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
TANK #1 - HIGHWAY 80 Base Bid:						
1.	Complete rehabilitation of the wetted interior	1	LS	N/A	35,000.00	N/A 34,640.00
2.	Complete rehabilitation of exterior using Exterior Paint System No. 1 - Pressure wash and overcoat	1	LS	N/A	32,000.00	N/A 38,970.00
3.	Weld repair leak at pipe penetration through bottom of bowl	1	LS	N/A	1,500.00	N/A 1,000.00
4.	Logos, "CLINTON", 48 inch letters in 2 places	1	LS	N/A	1,200.00	N/A 5,500.00
5.	Shorten and reattach ladder to reduce "bow"	1	LS	N/A	800.00	N/A 1,000.00
6.	Weld pit repairs	200	Sq.In.	8.00	1,600.00	20.00 4,000.00
7.	Modify influent piping and pipe support	1	LS	N/A	1,000.00	N/A 1,490.00
TOTAL BASE BID					✓ \$ 73,100.00	\$ 86,600.00

				CAPITOL ENTERPRISES, INC. P.O. BOX 1536 GRAMERCY, LA 70052		A-WAY TANK SERVICE, INC. 2944 CRATER LAKE DRIVE BATON ROUGE, LA 70814	
TANK #3 - MANVILLE TANK Base Bid:							
1.	Complete rehabilitation of the tank interior	1	LS	N/A	27,000.00	N/A	25,050.00
2.	Complete rehabilitation of exterior using Exterior Paint System No. 1 - Pressure wash and overcoat	1	LS	N/A	37,000.00	N/A	22,000.00
3.	Logos, "CLINTON", 36 inch letters in 2 places	1	LS	N/A	1,200.00	N/A	5,500.00
4.	Welded pit and hole repairs	500	Sq. In.	8.00	4,000.00	20.00	10,000.00
5.	Add TAP and SAMPLE COCK at riser base	1	LS	N/A	1,500.00	N/A	750.00
TOTAL BASE BID					\$70,700.00		\$63,300.00
ADD ALTERNATE FOR TANK NO. 3							
1.	Additional amount for rehabilitation of exterior using Exterior Paint System No. 2 - Full blast and paint	1	LS	N/A	12,000.00	N/A	\$ 87,000.00
1A.	Add to Add Alternate No. 1 for Paint System No. 3 - Four Coat	1	LS	N/A	17,000.00	N/A	36,000.00
2.	Continuous weld selected lapped plates and selected stitch welds	300	LF	17.00	5,100.00	30.00	9,000.00
3.	OSHA required modifications on the elevated tank to comply with	1	LS	N/A	8,000.00	N/A	17,800.00
4.	Safety Climb Device, complete	1	LS	N/A	1,500.00	N/A	5,500.00
BID SUMMARY							
BASE BID TANK NO. 1					\$ 73,100.00		\$ 86,600.00
BASE BID TANK NO. 2					\$ 140,400.00		\$ 154,900.00
BASE BID TANK NO. 3					\$ 70,700.00		\$ 63,300.00

