

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

The Mayor and Board of Aldermen of the City of Clinton, Mississippi, met in Regular Meeting on Tuesday, February 7, 1995, 7 P.M., at the Municipal Courtroom, 305 Monroe Street.

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderman Touchton followed by the Pledge of Allegiance to the Flag led by Alderman Lott.

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

RECOGNITIONS

Police Sergeant Randy Ruffin was publicly commended for his recent naming as "Special Agent of the Year" by the Mississippi Bureau of Narcotics for his outstanding service with the Metro Narcotics Unit.

Police Chief Byington announced that the City of Clinton received word today that it will be awarded a 75/25% matching federal grant to hire additional police officers this year.

APPROVAL OF CONSENT AGENDA ITEMS A-QQ:

MOTION made by Alderman Fisher and **SECONDED** by Alderman Ferrell to approve Consent Agenda Items A-QQ as listed on page 1044-1045 of this Minute Book W, noting that Consent Agenda Items C and M, will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in items H, I, S, OO & QQ are on file in the Office of the City Clerk. **MOTION CARRIED UNANIMOUSLY.**

SPECIAL EXCEPTION GRANTED FOR ONE YEAR TO LINDA LEE FOR PLACEMENT OF MOBILE HOME AT 112 SHORT VERNON ROAD

Acting upon the recommendation of the City of Clinton Planning and Zoning Board, **MOTION** made by Alderman Ferrell and **SECONDED** by Alderman Lott to approve the special exception request of Linda Lee to place a mobile home at 112 Short Vernon Road for a period not to exceed one year. **MOTION CARRIED UNANIMOUSLY.** Proof of publication that proper public hearing was held may be found on page 1047 of this Minute Book W.

REZONING REQUEST OF JACKSON CELLULAR TELEPHONE COMPANY FOR TOWER NEAR PAYNE PLACE DENIED

Acting upon the recommendation of the City of Clinton Planning and Zoning Board, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Todd to deny the re-zoning request of Jackson Cellular Telephone Company to re-zone property located near Payne Place between the Mississippi College President's home and the State

Highway Department from S-1 (Special Use District) to I-1 zoning for the purpose of erecting a cellular tower. ROLL CALL VOTE: Alderman Lott - "aye", Alderman Touchton - "aye", Alderman Fisher - "nay", Alderman Todd - "aye", Alderman DePriest - "aye", Alderman Ferrell - "aye", Alderman Brabham - "aye". MOTION TO DENY RE-ZONING CARRIED 6-1.

Mike Ingram with the cellular company requested an opportunity to revise the plans where the City would allow placement in the same general area. The Mayor directed Mr. Ingram to submit a new legal description of the proposed area to the Planning and Zoning Board for review. The proof of publication that proper public hearing was held may be found on page 1048 of this Minute Book W along with a filed letter of opposition as shown on page 1049 of this Minute Book W.

1995 STREET IMPROVEMENT PROGRAM PHASE 7 BID AWARDED TO DICKERSON & BOWEN

As shown on the proof of publication found on page 1050 of this Minute Book W that sealed bids would be received for the 1995 Street Improvement Program, Phase 7, MOTION made by Alderman Fisher and SECONDED by Alderman Lott to award the said bid to low bidder Dickerson & Bowen in the amount of \$297,978.40 as reflected on the bid tabulation found on page 1051 of this Minute Book W, contingent upon the approval of the Interlocal Agreement by the Office of the Attorney General. MOTION CARRIED UNANIMOUSLY.

ADOPTION OF RESOLUTION AUTHORIZING ISSUANCE OF GENERAL OBLIGATION BONDS (\$1,000,000.00) FOR WATER/SEWER IMPROVEMENTS AND ADOPTION OF THE PRELIMINARY OFFICIAL STATEMENT OF THE CITY

MOTION made by Alderman Ferrell and SECONDED by Alderman Lott to approve the (a) resolution found on pages 1052-1075 of this Minute Book W authorizing the issuance of general obligation bonds in the principal amount of \$1,000,000.00 to construct, renovate, refurbish, and improve the City's water/sewer system; and (b) the preliminary official statement of the City of Clinton as found on pages 1076-1110 of this Minute Book W. MOTION CARRIED UNANIMOUSLY.

APPROVAL OF BASEBALL FIELD NEXT DOOR TO STRINGER FUNERAL HOME

MOTION made by Alderman DePriest and SECONDED by Alderman Brabham that the City lay out and prepare a 90' baseball field on the property owned by Vic Wyatt and Wendall Stringer (located next to Stringer Funeral Home on Cynthia Street) upon the execution of a letter agreement that said facility be utilized free of charge by CBSA for the 1995 baseball season as part of the Parks & Recreation Program as overseen by CBSA, it being the opinion of this Board that the benefit to the City equals or exceeds the cost of the improvements. MOTION CARRIED UNANIMOUSLY.

Said field will be used as a practice field for the 15-18 year old CBSA Baseball Program, maybe an occasional game if needed. It was noted that the City will do the initial layout and CBSA will maintain said field. Insurance requirements have been met with City insurance carrier and CBSA has filed their Certificate of Insurance with City Clerk Byrd.

Thank you's were extended to Messrs. Wyatt and Stringer for this gracious offer for our City's youth, as well as to the coaches who have unselfishly maintained this practice area for years.

LEASE AGREEMENT EXTENDED BETWEEN CITY AND CHAMBER FOR ECONOMIC DEVELOPMENT DEPARTMENT

MOTION made by Alderman Todd and SECONDED by Alderman Touchton to approve that two year lease agreement as found on pages 1111-1113 of this Minute Book W between the City of Clinton and the Clinton

Chamber of Commerce for the City Economic Development Department noting that said lease expires November 30, 1996. **MOTION CARRIED UNANIMOUSLY.**

ADOPTION OF RESOLUTION ENDORSING BILL TO AUTHORIZE UP TO 2% TAX ON HOTEL/MOTEL ROOM RENTALS FOR ECONOMIC DEVELOPMENT

MOTION made by Alderman Lott and **SECONDED** by Alderman Todd to approve that resolution found on pages 1114-1115 of this Minute Book W endorsing a bill requesting the Legislature to approve a bill that would impose a tax of up to 2% on hotel and motel room rentals within Clinton for the purpose of promoting and advertising the attributes of Clinton as they relate to tourism and economic development. **MOTION CARRIED UNANIMOUSLY.** State Representative Keith Montgomery will sponsor this bill for the City.

TIF CONCEPT APPROVED FOR UNITED ARTISTS BUILDING

Acting upon the recommendation of Economic Development Director Jim Powell to approve a TIF concept to bring in the United Artists Project and open up the area for further expansion, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Lott to approve the concept of participating in the Tax Increment Financing package up to a maximum of 20 years. **MOTION CARRIED UNANIMOUSLY.**

It was noted that the TIF package will be to build a road and supply water/sewer to the property and is based upon a firm contractual agreement with United Artists for a ten-screen movie theatre in Clinton. Construction is planned to begin no later than April 1, 1995, with theatre opening date no later than December 1, 1995.

NO BOARD ACTION ON FACILITIES USE PLAN

Attorney Carolyn Mills stated that the Facilities Use Plan will be distributed tomorrow for the aldermen to review. After review, public hearings will need to be scheduled before adoption. **NO BOARD ACTION** necessary.

APPROVAL OF ENGINEERING SERVICES AGREEMENT WITH ABMB FOR CLINTON PARKWAY IMPROVEMENTS

MOTION made by Alderman Touchton and **SECONDED** by Alderman Todd to adopt that engineering services agreement found on pages 1116-1139 of this Minute Book W with ABMB Engineers, Inc., for preliminary engineering design of Clinton Parkway improvements contingent upon Attorney General approval of the Interlocal Agreement and receiving funding from Hinds County. **MOTION CARRIED UNANIMOUSLY.**

APPROVAL OF GENERAL SERVICES AGREEMENT WITH ALFORD ENGINEERING

MOTION made by Alderman Brabham and **SECONDED** by Alderman Ferrell to accept the General Services Agreement with Alford Engineering as found on pages 1140-1148 of this Minute Book W. **MOTION CARRIED UNANIMOUSLY.**

CITY ATTORNEY DIRECTED TO PREPARE WRITTEN GUIDELINES AS TO WHAT A CITY CAN AND CAN'T DO REGARDING DRAINAGE ISSUES

MOTION made by Alderman Fisher authorizing the City Engineer to acquire easements from five landowners for the Meadow Oaks Drainage Project. Calling twice for a second and receiving none, **MOTION DIED FOR LACK OF A SECOND.**

City Attorney Dreher was directed to prepare written guidelines detailing what a City can and can't do regarding drainage issues so this Board can remain consistent in its actions.

OTHER BUSINESS

- A. Public Works Director Alderman apprised the Board that an ad is currently being prepared to request bids for spraying the ditches and anticipate bids being received within the next two months.
- B. The Public Works Department was commended for a great job in cleaning the North Frontage Road.

ADJOURNMENT - 8:01 P.M.

There being no further business to discuss, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Lott to Recess until February 21, 1995, 7 P.M. **MOTION CARRIED UNANIMOUSLY.**

Copy of Agenda may be found on Pages 1044-1046 of this Minute Book W.

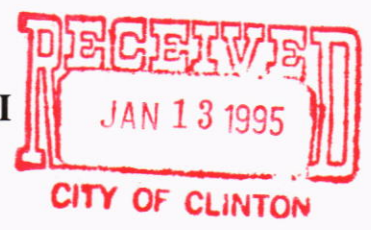
APPROVED:	<u>Rosemary Aultman</u> Rosemary Aultman, Mayor	<u>Feb. 21, 1995</u> Date
ATTEST:	<u>Nelson Byrd</u> Nelson Byrd, City Clerk	<u>Feb. 21, 1995</u> Date

SEAL



7A

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY



PASTE PROOF HERE

NOTICE OF ZONING HEARING
Notice is hereby given to those parties in interest that there will be a hearing on January 26, 1995, at 7:30 P.M., at the A. E. Wood Memorial Library, 111 Clinton Blvd., Clinton, Mississippi, for the purpose of determining whether or not a Special Exception shall be allowed on the following described property located in the City of Clinton, Mississippi:
From the Southeast Corner of the West Half, Northeast Quarter, Section 19, Township 6 North Range 1 West, First Judicial District, of Hinds County Mississippi, run North 0° 30' East 900 feet; run thence South South 69° 30' West 493.7 feet; run thence South 75 feet; run thence West 200 feet to the Southwest corner of the Golie Alexander lot; run thence 200 feet to the Southeast corner of the Willie J. Denson lot; run thence North a distance of 75 feet to the point of beginning.
APPROVED:
ROSEMARY AULTMAN
MAYOR
ATTEST:
/s/ Nelson Byrd
NELSON BYRD,
CITY CLERK
January 5, 1994

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

Tim Lee

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 January 5, 19 95
Date , 19
Date , 19
Date , 19
Date , 19

Number of Lines/Words 42/175

Published 1 Times

Total \$ 16.00

Signed *Tim Lee*
Authorized Clerk
of The Clarion-Ledger

5 January

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

My Commission Expires:

Marie Mills
Notary Public

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

(SEAL)

7B

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

RECEIVED
JAN 13 1995
CITY OF CLINTON

PASTE PROOF HERE

NOTICE OF ZONING HEARING
Notice is hereby given to those parties in interest that there will be a hearing on January 26, 1995, at 7:30 P.M., at the A. E. Wood Memorial Library, 111 Clinton Blvd., Clinton, Mississippi, for the purpose of determining whether or not the zoning of the following described property located in the City of Clinton, Mississippi, shall be changed from SUD to I-1. Beginning at a steel bolt on the South right-of-way line of U.S. Highway 80 as presently laid out and improved, in Clinton, Hinds County, Mississippi, which said point is 729.15 feet South and 203.26 feet East of the Southwest Corner of the Southwest Quarter of Section 29 Township 6 North, Range 1 West, Hinds County, Mississippi, run thence in an Easterly direction along the South right-of-way line of said Highway 80 247.9 feet to a steel bolt; run thence South 45 degrees 0 minutes West 348.0 feet to an iron pin; run thence North 0 degrees 12 minutes East 251.2 feet to the point of beginning, all of said lands lying in the Northwest Quarter of the Southwest Quarter of Section 29, Township 6 North, Range 1 West, Hinds County, Mississippi, and containing 0.71 acres, more or less.
APPROVED:
MAYOR
ROSEMARY AULTMAN
ATTEST: /s/ Nelson Byrd
CITY CLERK
NELSON BYRD
January 5, 1994

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

Tim Lee,
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 January 5, 1995
Date _____, 19____
Date _____, 19____
Date _____, 19____
Date _____, 19____

Number of Lines/Words 50/233

Published 1 Times

Total \$ 20.64

Signed Tim Lee
Authorized Clerk
of The Clarion-Ledger

SWORN to and subscribed before me the 5 day of January,
1995.

My Commission Expires:

Marie Mills
Notary Public

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

(SEAL)

ORIGINAL 7B

Notice of Protest Against Change in Zoning

We, the undersigned persons are owners of more than 20% of the area protected by Mississippi Code Annotated Section 17-1-17, and assert our rights so as to bring in the requisite of a favorable vote of 2/3 of all the members of the legislative body of Clinton as required by the aforesaid Code Section.

We strongly, protest a change in zoning by reason of the fact that it will greatly reduce the value of our property.

Further, this rezoning is improper because:

1. The character of the neighborhood has not changed to such an extent as to justify rezoning.
2. There was no mistake in the original zoning.
3. There is no public need that exists for rezoning.

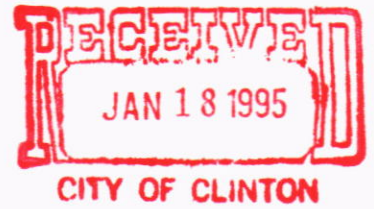
Respectfully submitted this the 7th day of February, 1995.

W. Ashford Reed
Mary Ashford Cornin
Martha Ashford

Filed with Nelson Byrd, City Clerk,
2-7-95 3:31 PM

Nelson Byrd

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY



PASTE PROOF HERE

ADVERTISEMENT
FOR BIDS
Sealed bids for the 1995
Street Improvements Pro-
gram - Phase 7 in Clinton,
Mississippi will be received
by the Clinton Mayor and
Board of Aldermen at City
Hall, 300 Jefferson Street,
P.O. Box 156, Clinton, Missis-
sippi, 39060 until 10:00 A.M.
local time on January 30,
1995 and immediately there-
after will be opened and pub-
licly read.
The work involved in the
project includes repair and/or
maintenance overlay of ap-
proximately 10 miles of resi-
dential streets. All documents
required for bidding pur-
poses, including specifica-
tions, may be obtained from
the City of Clinton, Engineer-
ing Department, Clinton, Mis-
sissippi and copies thereof
may be obtained without
charge, on request. A copy
of the specifications may be
examined at the office of the
City Engineer, located at 300
Jefferson Street, Clinton, Mis-
sissippi, (telephone (601) 925-
4008); Clinton Public Works
Department, Clinton, Missis-
sippi, and the AGC, ABC,
American Subcontractors,
and F. W. Dodge plan rooms
in Jackson, Mississippi.
Bid preparation will be in ac-
cordance with the Instruction
to Bidders bound in the
Specifications. The City of
Clinton reserves the right to
waive irregularities and to
reject any or all bids.
CITY OF CLINTON,
MISSISSIPPI
BY: /s/ Nelson Byrd
Nelson Byrd,
City Clerk
APPROVED BY:
/s/ Rosemary G. Aultman
Rosemary G. Aultman,
Mayor
January 5, 12, 1995

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

Tim Lee

,
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 January 5, 19 95

Date January 12, 19 95

Date _____, 19 _____

Date _____, 19 _____

Date _____, 19 _____

Number of Lines/Words 56/211

Published 2 Times

Total \$ 29.43

Signed *Tim Lee*

Authorized Clerk
of The Clarion-Ledger

12

January

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

My Commission Expires:

Marie Mills
Notary Public

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

(SEAL)

BID TABULATION
1995 STREET IMPROVEMENTS PROGRAM
PHASE 7
CITY OF CLINTON, MS
JANUARY 30, 1995

Item Number	Item Description	Proposal Quantity	Item Unit	Superior Asphalt, Inc.		APAC - Mississippi, Inc.		Dickerson & Bowen		Clear River Construction Co., Inc.		Adcamp, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
S-403-C	Hot Bituminous Pavement Surface Course, SC-1, Type 2	9758	Tons	\$28.95	\$282,494.10	\$27.73	\$270,589.34	\$27.20	\$265,417.60	\$30.50	\$297,619.00	\$28.24	\$275,565.92
S-301-A	Base Failure Repair Dig Out and Repair with BB-1	500	Tons	40.00	20,000.00	33.75	16,875.00	31.00	15,500.00	45.00	22,500.00	32.90	16,450.00
S-304	Granular Material Class 5, Group C (For Shoulder Work)	770	Tons	11.90	9,163.00	12.00	9,240.00	10.50	8,085.00	10.00	7,700.00	9.85	7,584.50
901-S-619-A	Traffic Stripe (Skip White)	1.0	Miles	300.00	300.00	350.00	350.00	201.00	201.00	300.00	300.00	225.00	225.00
901-S-619-C	Traffic Stripe (Continuous White)	9.0	Miles	525.00	4,725.00	525.00	4,725.00	416.00	3,744.00	525.00	4,725.00	425.00	3,825.00
901-S-619-D	Traffic Stripe (Continuous Yellow)	11.6	Miles	525.00	6,090.00	525.00	6,090.00	373.00	4,326.80	525.00	6,090.00	385.00	4,466.00
901-S-619-B	Traffic Stripe (Skip Yellow)	1.0	Miles	300.00	300.00	350.00	350.00	204.00	204.00	300.00	300.00	225.00	225.00
901-S-619-L	Legend	500	Sq. Ft.	1.00	500.00	1.00	500.00	1.00	500.00	1.00	500.00	1.00	500.00
TOTAL BID PRICE				\$323,572.10		\$308,719.34		\$297,978.40		\$339,734.00		\$308,841.42	

THIS IS TO CERTIFY THAT THE ABOVE BID AMOUNTS ARE A TRUE AND ACCURATE TABULATION OF THE CONSTRUCTION BIDS RECEIVED ON THIS PROJECT.

BY: Richard L. Broome DATE: 1/31/95
RICHARD L. BROOME, P.E., CITY ENGINEER
CITY OF CLINTON, MS



There came on for consideration by the Board of Aldermen of the City of Clinton, Mississippi, the matter of the issuance of general obligation bonds of the City of Clinton in the principal amount of One Million and No/100 Dollars (\$1,000,000). After a discussion of the subject, Alderman FERRELL offered and moved the adoption of the following resolution:

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF CLINTON IN THE PRINCIPAL AMOUNT OF ONE MILLION AND NO/100 DOLLARS (\$1,000,000) TO BORROW MONEY FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING, RENOVATING, REFURBISHING, AND IMPROVING THE CITY'S WATER AND SEWER SYSTEM, AND PAYING THE COST OF SUCH BORROWING, AT AN APPROXIMATE COST OF \$1,000,000; PRESCRIBING THE FORM AND INCIDENTS OF SAID BONDS; MAKING PROVISION FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE SALE OF SAID BONDS; AND MAKING PROVISIONS FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS.

WHEREAS, the Board of Aldermen (the "Board") of the City of Clinton (the "City"), acting for and on behalf of the City does hereby find, determine, adjudicate and declare as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended.

"Board" shall mean the Board of Aldermen of the City of Clinton, Mississippi.

"Bond" or "Bonds" shall mean the General Obligation Bonds, Series 1995, of the City authorized and directed to be issued in this resolution.

"Bond Counsel" shall mean the law firm of Brunini, Grantham, Grower & Hewes, Jackson, Mississippi.

"Bond Fund" shall mean the fund of the City provided for in Section 12 hereof.

"Bond Resolution" shall mean this resolution.

"Clerk" shall mean the City Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Construction Fund" shall mean the construction fund of the City provided for in Section 13 hereof.

"Mayor" shall mean the Mayor of the City of Clinton, Mississippi.

"Notice" shall mean the Notice of Bond Sale set out in Section 18 hereof.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Board to make payments of the principal and interest on the Bonds, and to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Board.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"President" shall mean the President of the Board.

"Project" shall mean constructing, renovating, refurbishing, and improving the City's water and sewer system, and paying the costs of such borrowing.

"Purchaser" shall mean the successful bidder for the Bonds, to be hereafter designated 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.

"Record Date Registered Owner" shall mean the registered owner as of the Record Date.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Paying Agent.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. Heretofore, on the 6th day of December 1994, the Board adopted a resolution declaring its intention to issue bonds in the maximum principal amount of \$1,000,000 to pay the costs of the Project and setting 7:00 p.m. on January 17, 1995, as the date by which qualified electors of the City were required to file petitions calling for a referendum on whether the bonds should be issued.

3. On or prior to the hour of 7:00 p.m. on January 17, 1995, no petition requesting an election on the question of incurring such indebtedness or other objection of any kind or character against the issuance of the bonds described in the aforesaid resolution had been filed or presented by qualified electors of the City.

4. The Board has determined that the City should now proceed to issue its bonds and that the Board is now fully authorized pursuant to the Act to issue bonds of the City in the amount and for the purposes hereinafter set forth and is authorized to issue bonds registered as to principal and interest in the form and manner hereinafter provided for by Sections 31-21-1 through 31-21-7, Mississippi Code of 1972.

5. The Bonds are not private activity bonds as such term is defined in Section 141 of the Code, and the Board does not reasonably anticipate that the City, or any other subordinate entities thereof will issue more than \$10,000,000 of qualified tax-exempt obligations (other than private activity bonds) in calendar year 1995. It is necessary and in the best interest of the City to designate the Bonds as qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

6. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Bonds is contingent on a number of future actions by the City. It is necessary and in the best interest of the City to make certain covenants pertaining to the exemption of the interest on the Bonds from federal income taxes since such exemption may depend, in part, upon continuing compliance by the City with certain requirements of the Code.

7. It has now become necessary to make provision for the preparation, execution, issuance and sale of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Board, acting for and on behalf of the City, as follows:

SECTION 1. Resolution a Contract. In consideration of the purchase and acceptance of any and all of the Bonds by the Registered Owners thereof, this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. Bonds Authorized. The Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of One Million and No/100 Dollars (\$1,000,000) to provide funds for the Project, as authorized by the Act.

SECTION 3. Details of Bonds.

(a) Payments of interest on the Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Bonds shall be registered as to both principal and interest; shall be dated March 1, 1995; shall be issued in the denomination of \$5,000.00 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Board, payable on March 1, 1996, and semiannually thereafter on September 1 and March 1 of each year; and shall mature and become due and payable, with option of prior payment as specified herein, on March 1, in the years and in the principal amounts as follows:

MATURITY SCHEDULE

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>
1996	\$40,000	2003	\$ 65,000
1997	45,000	2004	70,000
1998	45,000	2005	75,000
1999	50,000	2006	75,000
2000	55,000	2007	80,000
2001	55,000	2008	90,000
2002	60,000	2009	95,000
		2010	100,000

(c) The Bonds maturing on March 1, 2004, and thereafter, shall be subject to redemption prior to their maturity at the option of the District on and after March 1, 2003, upon not less than thirty (30) days' notice, in whole at any time, or in part on any interest payment date, in inverse order of maturity, at the par value of the Bonds to be redeemed together with accrued interest to the date fixed for redemption.

If less than all of the Bonds of like maturity are to be redeemed, the particular bonds to be redeemed shall be selected by the Paying Agent at random in such manner as the Paying Agent, in its discretion, may deem fair and appropriate.

(d) In the event that any Bond is to be called for redemption as aforesaid, notice of such redemption, setting forth the place or places of payment, shall be given by mailing a copy of the redemption notice by first class mail not less than 30 days nor

more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books.

(e) On the specified redemption date, all Bonds so called for redemption shall cease to bear interest and shall no longer be secured by the pledge and covenants of the Bond Resolution, provided monies for their redemption are on deposit at the place of payment at that time.

SECTION 4. Registration, Execution, Authentication and Delivery of Bonds.

(a) When the Bonds shall have been executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of each of the Bonds, over his facsimile signature and a facsimile seal, his certificate in substantially the form set out in Section 6.

(b) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the facsimile seal of the City imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Paying Agent hereinafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Bonds shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, and sale of the Bonds, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be imprinted on the reverse of each of the Bonds.

(d) Prior to or simultaneously with the delivery by the Paying Agent of any of the Bonds, the City shall file with the Paying Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Board in connection with the authorization, issuance, and sale of the Bonds;

(ii) an authorization to the Paying Agent, signed by the President, to authenticate and deliver the Bonds to the Purchaser.

(e) The Paying Agent shall authenticate the Bonds and deliver them to the

Purchaser thereof upon payment of the purchase price of the Bonds to the City.

(f) Certificates, blank as to denomination, rate of interest, date of maturity and CUSIP number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Bonds, shall be printed and delivered to the Paying Agent in generally-accepted format, and held by the Paying Agent until needed for transfer or reissuance, whereupon the Paying Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Paying Agent is hereby authorized upon the approval of the Board to have printed from time to time as necessary additional certificates bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Board as of the date of original issue of the Bonds.

SECTION 5. Paying Agent.

(a) A Paying Agent for the Bonds, which shall serve as paying agent, registrar and transfer agent, shall be designated by further order of the Board, upon the recommendation of the initial purchaser of the Bonds.

(b) So long as any of the Bonds shall remain outstanding, the City shall maintain with the Paying Agent records for the registration and transfer of the Bonds. The Paying Agent is hereby appointed registrar for the Bonds, in which capacity the Paying Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the Paying Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Board.

(d) (i) A Paying Agent may at any time resign and be discharged of its duties and obligations of Paying Agent by giving at least sixty (60) days written notice to the City, and may be removed as Paying Agent at any time by resolution of the Board delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed

pursuant to the Bond Resolution.

(ii) Upon receiving notice of the resignation of a Paying Agent, the City shall promptly appoint a successor Paying Agent by resolution of the Board. Any appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Paying Agent may petition any court of competent jurisdiction for the appointment of a successor Paying Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying Agent.

(iii) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Paying Agent, and the successor Paying Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all books of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(iv) Any successor Paying Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(v) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and be subject to all the duties and obligations, of its predecessor.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Paying Agent from the City to more fully and certainly vest in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor Paying Agent with certified copies of all resolutions, orders and other proceedings adopted by the Board relating to the Bonds.

(viii) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the City and eligible under the provisions of Section 5(d)(v) hereof.

SECTION 6. Form of Bonds. The Bonds shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution or by further action of the Board:

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF CLINTON
GENERAL OBLIGATION BOND
SERIES 1995

NO. _____

\$ _____

Rate of
Interest

Maturity
Date

Date of
Original Issue

CUSIP

March 1, 1995

Registered Owner:

Principal Amount:

The City of Clinton, Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the registered owner identified above, upon the presentation and surrender of this Bond at the principal office of _____, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bonds, Series 1995, of the City (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the registered owner hereof who shall appear in the registration records of the City maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the fifteenth day of the calendar month preceding the maturity date hereof.

The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above on March 1, 1996, and semiannually thereafter on September 1 and March 1 of each year, until said principal sum is paid, to the registered owner hereof who shall appear in the registration records of the City maintained by the Paying Agent as of the fifteenth day of the calendar month preceding the applicable interest payment date.

The Bonds maturing on March 1, 2004, and thereafter, shall be subject to redemption prior to their maturity at the option of the District on and after March 1, 2003, upon not less than thirty (30) days' notice, in whole at any time, or in part on any interest payment date, in inverse order of maturity, at the par value of the Bonds to be redeemed together with accrued interest to the date fixed for redemption.

If less than all of the Bonds of like maturity are to be redeemed, the particular bonds to be redeemed shall be selected by the Paying Agent at random in such manner as the Paying Agent, in its discretion, may deem fair and appropriate.

In the event that any Bond is to be called for redemption as aforesaid, notice of such redemption, setting forth the place or places of payment, shall be given by mailing a copy of the redemption notice by first class mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books.

On the specified redemption date, all Bonds so called for redemption shall cease to bear interest and shall no longer be secured by the pledge and covenants of the Bond Resolution, provided monies for their redemption are on deposit at the place of payment at that time.

Payments of principal and interest on this Bond shall be made by check or draft mailed to such registered owner at his address as it appears on such registration records. The registered owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable principal or interest payment date.

This Bond is one of a series of bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized amount of One Million and No/100 Dollars (\$1,000,000) to raise money for the purpose of paying the costs of constructing, renovating, refurbishing and improving the water and sewer system in the City of Clinton.

This Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Section 21-33-301, Mississippi Code of 1972, and by the further authority of proceedings duly had by the Board of Aldermen of the City, including a resolution adopted on February 7, 1995, authorizing the issuance of the Bonds (the "Bond Resolution").

The Bonds are registered as to both principal and interest. The Bonds are to be issued or reissued in the denomination of \$5,000.00 each, or integral multiples thereof up to the amount of a single maturity.

This Bond may be transferred or exchanged by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new bond or bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

The City and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and

interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The Board of Aldermen of the City will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding general obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor under the facsimile seal of the City, and attested to by the manual or facsimile signature of its City Clerk, which said facsimile signatures said officials adopt as and for their own proper signatures, all as of the first day of March, 1995.

City of Clinton, Mississippi

By: Rosemary G. Quetman
Mayor of the City of Clinton

COUNTERSIGNED:

Nelson Byrd
City Clerk of the City of Clinton

(Facsimile Seal)

There shall be printed in the lower left portion on the face of the Bonds a registration and authentication certificate in substantially the following form:

**CERTIFICATE OF REGISTRATION
AND AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Bonds, Series 1995, of the City of Clinton, Mississippi.

as Paying Agent

By: _____

Authorized Officer

Date of Registration
and Authentication: _____

There shall be printed on the reverse of the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HINDS

I, the undersigned City Clerk of the City of Clinton, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of the City of Clinton, Mississippi, pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the _____ day of _____, 1995.

(Facsimile Seal)

(Facsimile Signature)
Secretary, Board of Aldermen,
Clinton, Mississippi

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ as the registrar and transfer agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

By:

Authorized Officer

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without any alteration whatever.

Date of Assignment: _____

Social Security Number
or Tax Identification

Number of Assignee: _____

SECTION 7. Mutilated, Destroyed, Lost or Stolen Bonds. In case any Bond shall become mutilated, destroyed, lost or stolen, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated bond, or in lieu of and in substitution for such Bond destroyed, lost or stolen, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a bond destroyed, lost or stolen, his filing with the City or Paying Agent evidence satisfactory to it or them that such bond was destroyed, lost or stolen, and of his ownership thereof, and furnishing the City or Paying Agent with such security or indemnity as may be required by law and by them to save each of them harmless from all risks, however remote.

SECTION 8. Security for Bonds. For the purpose of effectuating and providing for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue, there shall be levied by the Board of Aldermen of the City, pursuant to the requirements of Miss. Code Ann. § 21-33-313, a direct, continuing tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Bonds. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

SECTION 9. Certificate of Registration and Authentication. Only such of the Bonds as shall have been endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall be entitled to the rights, benefits and security of this Bond Resolution. No Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Paying Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if manually signed by an authorized officer of the Paying Agent, but it shall not be necessary that the same officer sign said certificate on all of the Bonds that may be issued hereunder at any one time.

SECTION 10. Registered Owner.

(a) In the event the Purchaser shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Bond registered in the name of the Purchaser may be issued in the full amount for each maturity. Ownership of the Bonds shall be in the Purchaser until the initial Registered Owner has made timely payment and, upon request of the Purchaser within a reasonable time of the initial delivery of the Bonds, the Paying Agent shall re-register any such Bond upon its records in the name of the Registered Owner to be designated by the Purchaser in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the person in whose name any Bond shall be registered in the records of the City maintained by the Paying Agent may be deemed

the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 11. Transfer of Bonds.

(a) Each Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly authorized in writing. Upon the transfer of any Bond, the City, acting through its Paying Agent, shall issue in the name of the transferee a new Bond or bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution.

SECTION 12. Bond Fund.

(a) The City shall maintain with a qualified depository of the City a fund in the name of the City for the payment of the principal of and interest on the Bonds and the payment of Paying Agents' fees in connection therewith (the "Bond Fund"). There shall be deposited into the Bond Fund as and when received:

(i) the accrued interest and premium, if any, received upon delivery of the Bonds;

(ii) the avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(iii) any income received from the investment of monies in the Bond Fund; and

(iv) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Bonds, and which may be directed to be deposited into the Bond Fund, including any balance of Bond proceeds remaining in the Construction Fund after the purpose for which such bonds were issued shall have been accomplished.

(b) As long as any principal of and interest on the Bonds remains outstanding, the City shall withdraw from the Bond Fund sufficient monies to make the payments herein provided for and transfer same to the account of the Paying Agent in time to reach

said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 13. Application of Proceeds of Bonds. From the principal proceeds received upon the sale of the Bonds there shall be first paid the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Bonds. The remaining principal proceeds received upon the sale of the Bonds shall be deposited with a qualified depository of the City in a special fund, hereby created, in the name of the City designated the "Construction Fund", and shall be held and disbursed for the Project, as authorized by the Act.

SECTION 14. Payment of Principal and Interest.

(a) Payment of principal on the Bonds shall be made, upon presentation and surrender of the Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Paying Agent as of the Record Date.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Bonds shall be paid by check or draft mailed to Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date.

SECTION 15. Validation. The Bonds shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 16. Contest. It is specifically provided, notwithstanding the dates set out in this Bond Resolution for the date of the Bonds and the payment dates for principal and interest, that if the delivery of the Bonds is delayed by a contest of the validation of the Bonds or otherwise and the initial Purchaser shall decline to take delivery of the Bonds, then the Bonds may be reoffered for sale. In such event, all principal maturities may be adjusted so that such maturities will fall due in the same amounts and intervals as herein provided, but beginning one (1) year from the actual date of the Bonds as provided by the subsequent resolution directing the offer for sale thereof, and continuing through the fifteenth (15th) year from such actual date of

the Bonds. The interest payments may also be adjusted accordingly, with interest payments due semiannually, commencing one (1) year from such actual date of the Bonds. After the validation of the Bonds, no amendment, revision or supplement contemplated by this section shall be cause for the resubmission of the proceedings for the issuance of the Bonds, as amended, revised or supplemented, to any further validation proceedings, it being the intent of this Bond Resolution that any such amendments, revisions or supplements be covered by the initial validation proceeding.

SECTION 17. Public Sale. The Bonds shall be offered for sale on sealed bids at a meeting of the Board to be held at the place, and on the date and at the hour specified and upon the terms and conditions set out in the notice in Section 18 hereof. On or before said date and hour, such sealed bids must be filed with the Clerk at the place specified in the notice. The Board reserves the right to reject any and all bids submitted, and if all bids are rejected, to sell the Bonds at a private sale at any time within sixty (60) days after the date advertised for the receipt of bids, at a price not less than the highest bid which shall have been received at the advertised sale.

In no event shall the Bonds be issued at a rate of interest in excess of that allowed in the notice and the Bonds shall in all other respects comply with the requirements of the Act.

SECTION 18. Notice of Bond Sale. As required by Section 31-19-25, Mississippi Code of 1972, the Clerk is hereby authorized and directed to give the notice by publishing an advertisement at least two (2) times in The Clarion-Ledger, a newspaper published in Hinds County and of general circulation in the City, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The notice shall be in substantially the following form:

NOTICE OF BOND SALE

\$1,000,000
CITY OF CLINTON, MISSISSIPPI
GENERAL OBLIGATION BONDS
SERIES 1995

NOTICE IS HEREBY GIVEN that the Board of Aldermen (the "Board") of the City of Clinton, Mississippi (the "City") acting for and on behalf of the City, will receive sealed bids in its regular meeting place in the Municipal Courtroom, 305 Monroe Street, Clinton, Mississippi, until the hour of 7:00 p.m. (local time) on February 21, 1995, at which time said bids will be publicly opened and read for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of One Million and No/100 Dollars (\$1,000,000) General Obligation Bonds, Series 1995, of the City (the "Bonds").

THE BONDS: The Bonds will be dated and bear interest from March 1, 1995; will be delivered in definitive form as registered bonds; will be in the denomination of \$5,000.00 each, or integral multiples thereof up to the amount of a single issuance; will be payable as to principal at a bank or trust company to be named by the Board in the manner hereinafter provided; and will bear interest, payable on March 1, 1996, and semiannually thereafter on September 1 and March 1 of each year, at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale.

The Bonds have been designated as qualified tax exempt obligations of the City for purposes of Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

MATURITIES: The Bonds will mature serially, with option of prior payment as set forth below, on March 1 in each of the years and amounts as follows:

MATURITY SCHEDULE

<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>YEAR OF</u> <u>MATURITY</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>
1996	\$40,000	2003	\$ 65,000
1997	45,000	2004	70,000
1998	45,000	2005	75,000
1999	50,000	2006	75,000
2000	55,000	2007	80,000
2001	55,000	2008	90,000
2002	60,000	2009	95,000
		2010	100,000

The Bonds maturing on March 1, 2004, and thereafter, shall be subject to redemption prior to their maturity at the option of the District on and after March 1, 2003, upon not less than thirty (30) days' notice, in whole at any time, or in part on any interest payment date, in inverse order of maturity, at the par value of the Bonds to be redeemed together with accrued interest to the date fixed for redemption.

If less than all of the Bonds of like maturity are to be redeemed, the particular bonds to be redeemed shall be selected by the Paying Agent at random in such manner as the Paying Agent, in its discretion, may deem fair and appropriate.

In the event that any Bond is to be called for redemption as aforesaid, notice of such redemption, setting forth the place or places of payment, shall be given by mailing a copy of the redemption notice by first class mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books.

On the specified redemption date, all Bonds so called for redemption shall cease to bear interest and shall no longer be secured by the pledge and covenants of the Bond Resolution, provided monies for their redemption are on deposit at the place of payment at that time.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the provisions of Sections 21-33-301 et seq. of the Mississippi Code of 1972 (the "Act"), and shall be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct, unlimited and continuing tax to be levied annually, without limitation as to time, rate or amount upon the taxable property within the geographical limits of the City. The Board of Aldermen of Clinton will levy annually the special tax upon all taxable property within the geographical limits of the City in an amount adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same fall due.

PURPOSE: The Bonds are being issued to provide funds for the purpose of paying the costs of constructing, renovating, refurbishing and improving the City's water and sewer system, as further described in a resolution adopted by the Board on February 7, 1995.

FORM OF BIDS: Bids should be addressed to the Board of Aldermen of the City of Clinton and delivered to the Board of Aldermen at its aforementioned regular meeting place, should be plainly marked "Bid for General Obligation Bonds, Series 1995, of the City of Clinton", and should be filed with the Secretary of the Board of Aldermen of the City on or prior to the date and hour hereinabove named. All bids should be submitted substantially in the form prepared by the City, copies of which may be obtained from the Secretary of the Board of Aldermen of the City at the address shown below.

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, nor shall the interest rate for any one maturity exceed eleven percent (11%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%) and a zero rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the Board of Aldermen of the City of Clinton in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. The amount of the good faith check submitted by the successful bidder shall be deposited by the City and applied against the purchase price of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the City as liquidated damages for such failure. No interest will be allowed to the successful bidder on the amount of the good faith deposit.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the City, which shall be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for four (4) hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Board within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Board reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Board shall return to said bidder its good faith deposit. The Board shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Board shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder for the Bonds will be allowed to designate a bank or trust company located within the State of Mississippi to serve as paying agent (the "Paying Agent") for the Bonds, subject to approval by

the City. The Paying Agent shall be subject to change by order of the Board under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to registered owners of the Bonds as of the fifteenth day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the City maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within twenty (20) days of the date of sale, or at such other later date as may be designated by the Board, the names and addresses of the registered owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the Purchaser and without cost to the Purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the Purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the City; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the Purchaser.

LEGAL OPINION; CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Brunini, Grantham, Grower & Hewes, Jackson, Mississippi, Bond Counsel. In the opinion of Brunini, Grantham, Grower & Hewes, interest on the Bonds is not includable in gross income for federal income tax purposes and is exempt from Mississippi income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986. The Bonds have been designated as "qualified tax-exempt obligations" of the City within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. A copy of the opinion of Bond Counsel, which will be printed on the back of each Bond, together with the usual closing documents, including a non-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The City will pay for all legal fees and will pay for the printing and validation of the Bonds.

INFORMATION FROM PURCHASER: The purchaser must certify to the City the initial offering price to the public (excluding bond houses, brokers and other intermediaries) of

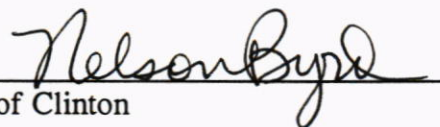
each maturity of the Bonds at which a substantial amount of Bonds of that maturity were sold, to enable the City to compute the yield on the Bonds for federal arbitrage law purposes.

FURTHER INFORMATION: The City has prepared a Preliminary Official Statement which it deems for the purposes of S.E.C. Rule 15c2-12, to be final and complete as of this date except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the underwriters, subject to revision, amendment and completion in a final Official Statement. The City will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. The City will furnish up to 100 copies of the Official Statement to the successful bidder of the Bonds without charge within seven (7) business days after the award of the bid. The successful bidder must notify the City Clerk of the City in writing within four (4) business days of the award if the bidder requires additional copies of the Official Statement to comply with applicable regulations. The Cost for such additional copies will be paid by the successful bidder requesting such copies. The successful bidder shall be required to supply to the City the necessary pricing information and any underwriter identification determined by the City to be necessary for the Official Statement within forty-eight (48) hours after the award of the Bonds.

Further information with respect to the Bonds may be obtained from the Office of the City Clerk of the City of Clinton, P. O. Box 156, Clinton, Mississippi 39060.

By order of the Board of Aldermen of the City of Clinton, Mississippi, on the 7th day of February, 1995.

/s/Nelson Byrd
City Clerk, City of Clinton



SECTION 19. Publisher's Affidavit. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the notice for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Board at the hour and date aforesaid.

SECTION 20. Approval of Preliminary Official Statement. The Preliminary Official Statement ("POS") attached hereto is approved as to form and content subject to any revisions authorized by the Mayor. The POS is hereby deemed to be final for purposes of S.E.C. Rule 15c2-12(b)(1), and its distribution to prospective bond purchasers is authorized and directed.

SECTION 21. Bonds Not Arbitrage Bonds. The Board covenants and certifies to and for the benefit of the owners of the Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Bonds, including amounts treated as proceeds, if any, which will cause the Bonds to be classified

as arbitrage bonds within the meaning of Section 148 of the Code, and any regulations thereunder as such may be applicable to the Bonds, at the time of such action, investment or use.

SECTION 22. Tax-Exempt Status. The Board covenants that it will take such action as is necessary and within its power to maintain the tax-exempt status of interest on the Bonds under the provisions of the Code and any regulations as such may be applicable to the Bonds.

SECTION 23. Designation of Bonds. The Bonds are hereby designated as a portion of the maximum of \$10,000,000 of qualified tax-exempt obligations to be issued by the City during the 1995 calendar year, within the meaning and for the purposes of Section 265(b)(3) of the Code.

SECTION 24. Rebate. The City expects to issue less than \$5,000,000 in tax exempt debt during calendar year 1995, and therefore, expects to be exempt from arbitrage rebate requirements as a small issuer. However, if a rebate exemption is not available, the City shall make or cause to be made any calculations with respect to any rebates payable to the United States required by the Code or any successor thereto and shall support such calculations with a letter from independent certified public accountants verifying the accuracy of such calculations. If, pursuant to such calculations, any amount is to be set aside for potential rebate to the United States, the City will establish a Rebate Fund and within said fund a Rebate Income Account and Rebate Principal Account in accordance with the Code or any successor thereto and any income earned on investments of amounts in the Rebate Fund will be deposited immediately upon receipt thereof in the Rebate Income Account.

SECTION 25. Calculation of Rebate. Subject to Section 24, on or before the first day of each Bond Year, the City shall make or cause to be made the computation of the Rebate Deposit. The Rebate Deposit is hereby defined as the excess of (a) the aggregate amount earned for the period from the date of issue of the Bonds to the computation date on all obligations in which any moneys in the funds and accounts are invested (the "Nonpurpose Obligations"), over (b) the amount that would have been earned for such period if the yield on the Nonpurpose Obligations had been equal to the yield on the Bonds. If a deposit to the Rebate Principal Account is required as a result of such computation, the City shall make such deposit. If a withdrawal from the Rebate Principal Account is permitted as a result of such computation, the municipality shall withdraw such amount and deposit the same in the Bond Fund for the benefit of the City. Records of the determinations required by this Section must be retained until six (6) years after the Bonds are no longer outstanding. As used herein the term Bond Year shall mean the one (1) year period beginning after the expiration of the preceding bond year of such issue. The first Bond Year of an issue begins on the date of the issue and ends one (1) year later.

SECTION 26. Remittal of Rebate. Subject to Section 24, not later than thirty (30) days after the end of the fifth year after the date of issuance of the Bonds and every five (5) years thereafter, the City shall pay to the United States ninety percent (90%) of the amount

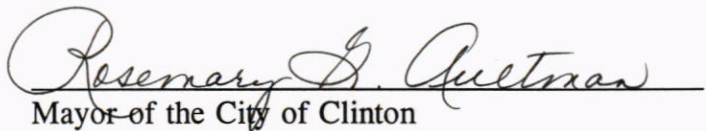
required to be on deposit in the Rebate Principal Account as of such payment date and ninety percent (90%) of the amount on deposit in the Rebate Income Account as of such payment date. Not later than thirty (30) days after the final retirement of the Bonds, the City shall pay to the United States one hundred percent (100%) of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States pursuant to this Section shall be filed with the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255, or otherwise as required by the Code or regulations promulgated thereunder. The City shall provide with such payment a copy of the information reporting form originally filed with respect to the Bonds and a statement summarizing the determination of the amount to be paid to the United States.

SECTION 27. Conflicting Proceedings Repealed. All orders, resolutions or proceedings of this Board in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

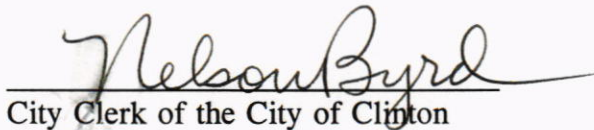
Board Member Lott seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

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 7th day of February, 1995.


Mayor of the City of Clinton

ATTEST:


City Clerk of the City of Clinton

9A+B

PRELIMINARY OFFICIAL STATEMENT
DATED FEBRUARY 7, 1995

NEW ISSUE

In the opinion of Bond Counsel, under existing laws, applicable regulations, published rulings and court decisions, (a) the interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on corporations and taxpayers other than corporations, (b) the Bonds are not "private activity bonds" within the meaning of the Internal Revenue Code of 1986 (the "Code"), (c) the Bonds are "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code and (d) interest on the Bonds is exempt from Mississippi income taxes. Under certain other provisions of the Code, the receipt of interest on the Bonds may give rise to collateral federal income tax consequences to certain holders thereof. See the section entitled "Tax Exemption," herein.

\$1,000,000.00
CITY OF CLINTON, MISSISSIPPI
General Obligation Bonds
Series 1995

DATED: March 1, 1995

DUE: March 1 as shown below

Interest on the General Obligation Bonds, Series 1995 (the "Bonds") is payable from the date thereof, commencing March 1, 1996, and semiannually thereafter on September 1 and March 1 of each year until the payment of principal. The Bonds will be issued only as fully registered bonds in the denomination of \$5,000 each, or integral multiples thereof. Principal of the Bonds will be payable at the principal corporate trust office of the Paying Agent/Registrar to be designated by the Board of Aldermen. Interest on the Bonds will be payable by check dated as of the interest payment date and mailed by the Paying Agent/Registrar to Registered Owners. Registered Owners are those shown on the records of the Paying Agent/Registrar at the close of business on the 15th calendar day of the month next preceding each interest payment date.

The Bonds are secured by the full faith and credit of the City and the avails of an unlimited, continuing, direct, special annual ad valorem tax levied on taxable property within the City. The Bonds will be issued under and in conformity with the Constitution and Laws of the State of Mississippi and pursuant to a resolution adopted by the Board of Aldermen of the City of Clinton on February 7, 1995 (the "Bond Resolution"). The Bonds will mature, subject to redemption prior to maturity, as set forth herein, in the years and the principal amounts shown below:

MATURITY SCHEDULE

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>	<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
1996	\$40,000	— %	2003	\$ 65,000	— %
1997	45,000	—	2004	70,000	—
1998	45,000	—	2005	75,000	—
1999	50,000	—	2006	75,000	—
2000	55,000	—	2007	80,000	—
2001	55,000	—	2008	90,000	—
2002	60,000	—	2009	95,000	—
			2010	100,000	—

The Bonds are being offered for sale in accordance with the Official Notice of Bond Sale dated February 7, 1995. The Bonds are offered subject to the final approval of the legality thereof by Brunini, Grantham, Grower & Hewes, Jackson, Mississippi, Bond Counsel. It is expected that the Bonds will be available for delivery on or about March 15, 1995.

Dated: _____, 1995.

The following is to be printed in red ink across the top of the front cover:

The Issuer deems this document to be "final" as described in SEC Rule 15c2-12(b)(1) for the purpose of such rule.

The following is to be printed in red ink down the left side of the front cover:

Under no circumstances shall this Preliminary Official Statement constitute an offer to sell, or the solicitation of a bid, or an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to qualification under the applicable securities laws of such jurisdiction. This Preliminary Official Statement is subject to completion and amendment.

NO DEALER, SALESMAN OR ANY OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED HEREIN, IN CONNECTION WITH THE OFFERING OF THE BONDS, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CITY. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, NOR SHALL THERE BE ANY SALE OF ANY OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. CERTAIN INFORMATION SET FORTH IN THIS OFFICIAL STATEMENT HAS BEEN FURNISHED BY THE CITY AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT SUCH INFORMATION IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS BY AND IS NOT TO BE CONSTRUED AS A REPRESENTATION BY BOND COUNSEL. THE INFORMATION AND EXPRESSIONS OF OPINION CONTAINED HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE DATE HEREOF.

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APPENDIX E	Bond Counsel's Opinion

SUMMARY STATEMENT

The following material is qualified by the more complete information and financial statements appearing elsewhere in this Official Statement.

The Bonds

The Issuer	The City of Clinton, a political subdivision incorporated under the laws of the State of Mississippi.
The Bonds	\$1,000,000 General Obligation Bonds, dated March 1, 1995, and maturing as set forth herein, with option of prior payment, in varying amounts in each of the years 1996 through 2010.
Interest Payment Dates . . .	Beginning March 1, 1996, and each September 1 and March 1 thereafter until maturity.
Authority for Issuance . . .	The Bonds will be issued under and in conformity with the Constitution and Laws of the State of Mississippi, including Sections 21-33-301 through 21-33-329 Mississippi Code of 1972, as amended, and pursuant to a Bond Resolution adopted by the Board of Aldermen of the City of Clinton.
Security	The Bonds are secured by the full faith and credit of the City and the avails of an unlimited, continuing, and direct special tax to be levied annually by the Board of Aldermen on taxable property within the City of Clinton.
Use of Proceeds	The proceeds of the Bonds will be used to construct, renovate, refurbish and improve the City's water and sewer system, and to pay the costs of issuance.

Payment Record	The City of Clinton has not defaulted on any notes, bonds or other long-term obligations at any time in at least the last 25 years.
Bond Counsel	Brunini, Grantham, Grower & Hewes, Jackson, Mississippi, Bond Counsel.
Expected Sale	February 21, 1995.
Expected Delivery	March 15, 1995.

Selected Financial Information

Area of the City	Approximately 23 square miles located in Hinds County, Mississippi.
1994 Estimated City Population	21,850
1991-92 Net Assessed Valuation of the City ¹	\$ 91,571,922
Gross General Obligation Bond Debt After Offering:	
Outstanding Bonds ²	\$ 990,000
The Bonds	<u>1,000,000</u>
Total	\$ 1,990,000

¹ City of Clinton, 1995. The stated figure is the estimated value on which taxes for 1994-95 were levied.

² As of February 1, 1995. Includes only obligations subject to the fifteen percent debt limitation prescribed by Miss. Code Ann. § 21-33-303, Mississippi Code of 1972, as amended. Does not include general obligation water improvement bonds in the outstanding principal amount of \$1,150,000 which, under Miss. Code Ann. § 21-33-303, are excluded from the fifteen percent debt limitation but are included in the twenty percent debt limitation. See, "Debt Information" herein. Does not include outstanding revenue bonds or amounts owed under capital leases. Pursuant to Miss. Code Ann. § 21-33-303, the City's combined bonded and floating indebtedness may not exceed \$18,314,384. After this issuance, the combined and floating debt of the City will be \$3,254,719, leaving a margin of \$15,059,665 under the combined debt limit. For a detailed discussion of the City's debt limitations, see "Debt Information - Debt Limit".

Ratio of Direct Bond Debt after this issuance to 1994-95 Net Assessed Valuation ³	2.17%
Total Direct Bond Debt Per Capita ⁴	\$ 91.08
1994-95 Fiscal Year Net Assessed Valuation Per Capita	\$ 4,190
Legal Bonded Debt Limit (15% of Net Assessed Value of Taxable Property in the City)	\$ 13,735,788
Outstanding Direct Bonded Debt of the City After this Issuance	\$ 1,990,000
Margin for Further Debt After This Issuance	\$ 11,745,788

³ Includes only the Bonds and outstanding City general obligation debt subject to the 15% debt limitation of Miss. Code Ann. § 21-33-301. Does not include general obligation water improvement bonds in the outstanding principal balance of \$1,150,000. See, "Debt Information" herein.

⁴ See Footnote 3, above.

PRELIMINARY OFFICIAL STATEMENT

\$1,000,000.00
CITY OF CLINTON, MISSISSIPPI
GENERAL OBLIGATION BONDS,
SERIES 1995

I. INTRODUCTION

The purpose of this Preliminary Official Statement is to set forth certain information in connection with the sale of the General Obligation Bonds, Series 1995, dated March 1, 1995 (the "Bonds"), of the City of Clinton, Mississippi (the "City"). The City is a local political subdivision incorporated under the laws of the State of Mississippi.

Reference is made to the Constitution and Laws of the State of Mississippi, including Sections 21-33-301 through 21-33-329 of the Mississippi Code of 1972, (the "Act"), the Bond Resolution, as hereinafter defined, and any and all modifications and amendments thereof for a description of the authority of the City to issue the Bonds, the nature and extent of the security of, the principal of and interest on the Bonds, and the terms and conditions under which the Bonds are issued.

II. THE BONDS

A. Purposes and Authorization

The Bonds are being issued to provide funds for constructing, renovating, refurbishing, and improving the City's water and sewer system.

The Bonds will be issued pursuant to the provisions of the Act and a Bond Resolution adopted by the Board of Aldermen of the City (the "Board of Aldermen") on February 7, 1995 (the "Bond Resolution").

B. Security

The Bonds are general obligations of the City, secured by the full faith and credit of the City and the avails of an unlimited, continuing and direct special tax to be levied annually by the Board of Aldermen on taxable property within the City of Clinton which shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same become due with full allowance being made for delinquencies and costs of collection. (See "Procedure For Tax Collections").

Enforcement of Bondholders' rights may be limited by and subject to the provisions of federal bankruptcy laws, as now or

hereafter enacted, or by other laws or equitable principles which may affect the enforcement of creditors' rights.

C. Redemption

The Bonds maturing on March 1, 2004, and thereafter, shall be subject to redemption prior to their maturity at the option of the District on and after March 1, 2003, upon not less than thirty (30) days' notice, in whole at any time, or in part on any interest payment date, in inverse order of maturity, at the par value of the Bonds to be redeemed together with accrued interest to the date fixed for redemption.

If less than all of the Bonds of like maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent at random in such manner as the Paying Agent, in its discretion, may deem fair and appropriate.

In the event that any Bond is to be called for redemption as aforesaid, notice of such redemption, setting forth the place or places of payment, shall be given by mailing a copy of the redemption notice by first class mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books.

On the specified redemption date, all Bonds so called for redemption shall cease to bear interest and shall no longer be secured by the pledge and covenants of the Bond Resolution, provided monies for their redemption are on deposit at the place of payment at that time.

D. Registration, Transfer and Exchange

The Bond Resolution provides for the registration, transfer and exchange of the Bonds upon presentation and surrender at the principal corporate trust office of the Paying Agent/Registrar. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed, or be accompanied by other evidence of transfer acceptable to the Paying Agent/Registrar. No service charge shall be made to the registered owner for any registration, transfer, or exchange for a different denomination of Bonds, but the City or the Paying Agent/Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond. The City shall not be obligated to issue, exchange or transfer any bond during the fifteen (15) day period next preceding any interest payment date.

E. Special Funds

The City will establish a special fund or account, to be designated the "City of Clinton, Mississippi, General Obligation Bonds, Series 1995, Bond and Interest Fund" (the "Bond Fund"), said fund or account to be maintained at a qualified depository of the City. Money on deposit in or required to be deposited to the Bond Fund shall be used solely for the purpose of paying the interest on and the principal of the Bonds when due and payable in accordance with their terms and the Bond Resolution. Accrued interest through the date of delivery of the Bonds shall be deposited in the Bond Fund.

As required by the Bond Resolution, the City will establish with a qualified municipal depository of the City a special fund or account, to be designated the "City of Clinton Proceeds Fund" (the "Proceeds Fund"). The principal proceeds from the sale of the Bonds shall be deposited in the Proceeds Fund and shall be disbursed in accordance with the Act and the Bond Resolution for the payment of the costs of the Project. The balance, if any, remaining upon completion of the Project shall be transferred and deposited into the Bond Fund.

F. Application of Bond Proceeds

The following is a summary of the proceeds of the Bonds and the expected application thereof:

1. Amount of Proceeds and Accrued Interest

Proceeds of the Bonds	\$ 1,000,000
Accrued Interest on the Bonds Through Delivery	_____
Construction Period Investment Earnings	<u>10,000*</u>
TOTAL	\$ _____

2. Use of Proceeds and Accrued Interest

Payments for Public Improvements Described in Bond Resolution	\$ 1,000,200
Cost of Issuance	\$ 9,800*
Accrued Interest to be Deposited in Bond Fund	\$ _____
TOTAL USE OF FUNDS	\$ _____

* Estimate

III. TAX INFORMATION

A. Assessed Valuation of The City

<u>Assess- ment Year</u>	<u>Real Property</u>	<u>Personal Property</u>	<u>Public Utility Property</u>	<u>Total</u>
1994-95	\$56,189,566	\$28,195,706	\$7,186,650	\$91,571,922
1993-94	55,515,021	27,472,505	7,178,595	90,166,121
1992-93	54,843,125	28,572,245	7,178,595	90,593,965
1991-92	54,340,204	24,575,036	7,306,752	86,221,992
1990-91	54,203,850	24,132,592	7,306,752	85,643,194

SOURCE: City of Clinton, Mississippi, Audited Financial Statements for fiscal years ending September 30, 1988 through September 30, 1991, as updated by the City Clerk's office, April 1992 and January 1995.

The above assessed valuations were based upon the following assessment ratios:

Single Family, owner occupied, residential real property, 10 percent of true value;

Real Property (excluding property assessed at 10 percent of true value) and personal property (excluding motor vehicles), 15 percent of true value;

Motor vehicles and public utility property, 30 percent of true value.

B. Procedure for Property Assessments

Real and personal property valuations for city and county property other than motor vehicles and property owned by public utilities are determined by the county tax assessor. The value of motor vehicles and public utilities is assessed each year by the Mississippi State Tax Commission. All taxable real property situated in the City is assessed each year and taxes thereon paid for the ensuing year. Assessment rolls of such property subject to taxation are prepared by the county tax assessor and are delivered to the City.

As required by Miss. Code Ann. §§ 21-33-9 and 21-33-10, the Board of Aldermen annually adopts the Hinds County assessment roll for the City's assessment purposes. The City may not correct or revise the County assessment roll except to conform the City assessment roll to corrections or revisions made by the Hinds County board of supervisors to the County assessment roll. All objections to the City assessment roll are heard by the Hinds

County Board of Supervisors rather than by the Board of Aldermen. The Board of Supervisors hears objections to the City's assessment roll at the same time and in the same manner that objections to the County assessment roll are heard. After hearing objections, the Board of Supervisors notifies the Board of Aldermen and the City tax assessor of any corrections or revisions made to the County assessment roll.

C. Property Tax Rates Per \$1,000 Valuation

	<u>For Year Ending September 30</u>				
	<u>1994-95</u>	<u>1993-94</u>	<u>1992-93</u>	<u>1991-92</u>	<u>1990-91</u>
<u>CITY RATE</u>					
General Fund	27.15	27.65	28.04	24.65	24.65
Debt Service	0.00	0.00	0.00	0.00	0.00
Parks & Recreation Bond & Interest	1.24	1.24	1.35	1.50	0.00
Parks & Recreation Bond & Interest	0.00	0.00	0.00	2.00	2.00
Fire & Police Retirement	<u>1.26</u>	<u>0.76</u>	<u>0.26</u>	<u>1.50</u>	<u>1.50</u>
TOTAL CITY LEVY	<u>29.65</u>	<u>29.65</u>	<u>29.65</u>	<u>29.65</u>	<u>28.15</u>
<u>SCHOOL RATE</u>					
District Maintenance	43.00	43.00	43.05	42.75	37.54
CPSD Bond & Interest (1986)	4.62	4.50	5.79	6.05	5.94
Debt Service (1988)	1.18	1.27	1.31	1.64	1.91
Minimum Education Program	0.00	0.00	0.00	0.00	2.37
Debt Service (1994)	<u>8.14</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL SCHOOL LEVY:	<u>56.94</u>	<u>48.77</u>	<u>50.15</u>	<u>50.44</u>	<u>47.76</u>
TOTAL LEVY:	<u>86.59</u>	<u>78.42</u>	<u>79.80</u>	<u>80.09</u>	<u>75.91</u>

SOURCE: City Clerk, September 1994.

D. Ad Valorem Tax Levies and Collections of the City

CITY OF CLINTON
PROPERTY TAX LEVIES AND COLLECTIONS

<u>Fiscal Year</u>	<u>Total Tax Levy (1)</u>	<u>Tax Collections (2)</u>	<u>Percent Collected</u>
1993	\$7,787,758	\$7,824,829	100.4%
1992	7,667,273	7,722,416	100.7
1991	6,971,473	7,023,010	100.7
1990	6,843,711	6,658,039	97.2
1989	6,221,072	6,095,768	97.9

SOURCE: City of Clinton, Audited Financial Statements.

- NOTE: (1) Includes taxes for City and school district purposes.
- (2) Includes delinquent taxes and penalties for previous years.

E. Procedure for Tax Collections

The Board of Aldermen annually levies taxes upon all taxable property within the geographical limits of the City. Any taxes not paid by the due date bear interest at the rate of 1 percent per month or fractional part thereof from the delinquent date to the date of payment of such taxes. If enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-53 of the Mississippi Code of 1972 states that municipal tax collectors are to collect city taxes in the same manner and at the same time that county and state taxes are collected. Ad valorem taxes on personal property are payable at the same time and in the same manner as on real property. Section 21-33-63, Mississippi Code of 1972, and related statutes provide that upon failure of a taxpayer to make timely payment, the city tax collector is authorized to sell any personal property or real property of the delinquent taxpayer liable for unpaid taxes.

F. Largest Taxpayers

The ten largest taxpayers in the City of Clinton for fiscal year 1994 were as follows:

<u>Name of Taxpayer</u>	<u>Taxes for 1994¹</u>
Mississippi Power & Light Company	\$168,681
GM/Packard	155,322
South Central Bell/BellSouth Telecomm Inc.	41,783
Gulf States Cannery Inc.	33,691
Wal-Mart/Madison Clinton LTD	31,788
Riverwood/Manville	20,765
AKZO/Noble Coating Inc.	17,347
Clinton Investors LTD	12,438
Leon Ghetti V	12,123
Stonegate LTD	11,034

SOURCE: Hinds County Tax Collectors Office, January 1995.

¹ School taxes not included.

IV. DEBT INFORMATION

A. Outstanding General Obligation Bonded Debt of the City as of February 1, 1995

<u>Date of Issue</u>	<u>Description of Issue</u>	<u>Interest Rate</u>	<u>Original Amount</u>	<u>Outstanding Principal Balance 4/30/92</u>	<u>Final Maturity Date</u>
12/01/85	General Obligation Water Improvement Bonds	Variable from 6.75 to 9.5%	\$2,300,000	\$1,150,000	12/01/00
06/01/91	Park Improvement Bonds	Variable from 5.4 to 7.5%	850,000	650,000	06/01/01
07/01/92	Public Improvement Police/Court Facility	Variable from 3.4% to 5.7%	<u>400,000</u>	<u>340,000</u>	07/01/02
	TOTAL		<u>\$3,550,000</u>	<u>\$2,140,000</u>	

B. Outstanding Revenue Bonds of the City as of February 1, 1995

<u>Date of Issue</u>	<u>Description of Issue</u>	<u>Interest Rate</u>	<u>Original Amount</u>	<u>Outstanding Principal Balance 4/30/92</u>	<u>Final Maturity Date</u>
06/01/88	Clinton Industrial Water System	6.5%	\$1,000,000	\$ 600,004	10/01/13
10/01/88	Sewer System Revenue Bonds	Variable from 7.25 to 9.25%	<u>1,600,000</u>	<u>1,440,000</u>	10/01/13
	TOTAL		<u>\$2,600,000</u>	<u>\$2,040,004</u>	

C. Annual Bond Debt Service Requirements

1. General Obligation Bonds¹
(as of February 1)

<u>Year</u> (As of Feb 1)	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1995	\$ 110,000	\$ 72,340	\$ 182,340
1996	295,000	131,675	426,675
1997	305,000	110,975	415,975
1998	325,000	90,415	415,415
1999-2002	1,105,000	130,920	1,235,920

¹ Includes debt service on Series 1985 general obligation water improvement enterprise bonds. Does not include Series 1995 Bonds.

2. Revenue Bonds (as of February 1)¹

<u>Year</u> (As of Feb 1)	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1995	\$ 66,000	\$ 75,353	\$141,353
1996	101,000	144,089	245,089
1997	106,000	136,286	242,286
1998	106,000	128,344	234,344
1999-2003	514,000	418,750	932,750
2004-2008	375,000	353,789	728,789
2009-2014	695,000	179,653	874,653

D. Debt Service on General Obligation Bonds, Series 1995
(assumes interest rate of 6.35% per annum)

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
03/01/96	\$ 40,000.00	\$ 63,500.00	\$ 103,500.00
09/01/96		30,480.00	30,480.00
03/01/97	45,000.00	30,480.00	75,480.00
09/01/97		29,051.25	29,051.25
03/01/98	45,000.00	29,051.25	74,051.25
09/01/98		27,622.50	27,622.50
03/01/99	50,000.00	27,622.50	77,622.50
09/01/99		26,035.00	26,035.00
03/01/00	55,000.00	26,035.00	81,035.00
09/01/00		24,288.75	24,288.75
03/01/01	55,000.00	24,288.75	79,288.75
09/01/01		22,542.50	22,542.50
03/01/02	60,000.00	22,542.50	82,542.50
09/01/02		20,637.50	20,637.50
03/01/03	65,000.00	20,637.50	85,637.50
09/01/03		18,573.75	18,573.75
03/01/04	70,000.00	18,573.75	88,573.75
09/01/04		16,351.25	16,351.25
03/01/05	75,000.00	16,351.25	91,351.25
09/01/05		13,970.00	13,970.00
03/01/06	75,000.00	13,970.00	88,970.00
09/01/06		11,588.75	11,588.75
03/01/07	80,000.00	11,588.75	91,588.75
09/01/07		9,048.75	9,048.75
03/01/08	90,000.00	9,048.75	99,048.75
09/01/08		6,191.25	6,191.25
03/01/09	95,000.00	6,191.25	101,191.25
09/01/09		3,175.00	3,175.00
03/01/10	<u>100,000.00</u>	<u>3,175.00</u>	<u>103,175.00</u>
TOTAL:	<u>\$1,000,000.00</u>	<u>\$582,612.50</u>	<u>\$1,582,612.50</u>

¹ Includes loan assumed by City for Clinton Industrial Water System.

E. Debt Limit Statement

Pursuant to Miss. Code Ann. § 21-33-303, the City may not issue general obligation bonds secured by a pledge of the City's full faith and credit, which, when added to the City's other general obligation bonded indebtedness, would exceed the greater of (a) 15% of the assessed value of taxable property within the City, according to the last completed assessment for taxation, or (b) 10% of the assessment upon which taxes were levied for the fiscal year ending September 30, 1984. In computing the City's general obligation bonded indebtedness for debt limitation purposes, all bonds or other evidences of indebtedness issued for school, water, sewage systems, gas and light and power purposes, and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying the City's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited, are excluded from the computation.

In addition to the above-referenced limitation on general obligation indebtedness of the City, the City is prohibited from contracting any indebtedness which, when added to all of the outstanding general obligation indebtedness, both bonded and floating, exceeds the greater of (a) 20% of the assessed value of all taxable property within the City according to the last completed assessment for taxation, or (b) 15% of the assessment upon which taxes were levied for the fiscal year ending September 30, 1984. In calculating the limitation on the City's bonded and floating indebtedness, bonds payable exclusively from the revenues of any municipally-owned utility, industrial bonds issued pursuant to Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, special assessment improvements bonds issued pursuant to Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, and contract obligations subject to annual appropriations are excluded from the computation.

Legal Debt Limit Statement (As of February 1, 1995)

	<u>15% G.O. Bonded Debt Limit</u>	<u>20% Bonded and Floating Debt Limit</u>
Authorized Debt Limit (Last Assessment \$91,571,922)	\$13,735,788	\$18,314,384
Present Debt Subject to Debt Limits ¹	\$ <u>990,000</u>	\$ <u>2,254,719</u>
Margin for Further Debt Under Debt Limits	\$12,745,788	\$16,059,665
Less: This Offering	\$ <u>1,000,000</u>	\$ <u>1,000,000</u>
Margin for Further Debt Under Debt Limits After Issuance of Series 1995 Bonds	\$11,745,788	\$15,059,665

V. FINANCIAL INFORMATION

A. Budgetary Process

Section 21-35-5, Mississippi Code of 1972, as amended, requires the Board of Aldermen, prior to September 15 of each year, to prepare a complete budget of the municipal revenues, expenses and working cash balances estimated for the next fiscal year and to prepare a statement showing the aggregate revenues collected during the current year for municipal purposes. The City's budget and statement of revenue and expenses must be published at least one time in September of each year, and prior to the City's adoption of its budget, the Board of Aldermen must hold at least one public hearing to allow the general public to comment on the taxing and spending plan incorporated in the proposed budget. Pursuant to Section 21-35-25, Mississippi Code of 1972, as amended, the Board of Aldermen must revise the City's upon the occurrence of certain

¹ As of February 1, 1995. Includes only obligations subject to the fifteen percent debt limitation prescribed by Miss. Code Ann. § 21-33-303, Mississippi Code of 1972, as amended. Does not include general obligation water improvement bonds in the outstanding principal amount of \$1,150,000 which, under Miss. Code Ann. § 21-33-303, are excluded from the fifteen percent debt limitation but are included in the twenty percent debt limitation. See, "Debt Information" herein. Does not include outstanding revenue bonds or amounts owed under capital leases. Pursuant to Miss. Code Ann. § 21-33-303, the City's combined bonded and floating indebtedness may not exceed \$18,314,384. After this issuance, the combined and floating debt of the City will be \$3,254,719, leaving a margin of \$15,059,665 under the combined debt limit. For a detailed discussion of the City's debt limitations, see "Debt Information - Debt Limit".

stated conditions and when a deficit is indicated. The City's budget for the fiscal year 1994-95 is attached as Appendix B.

The amount appropriated and authorized to pay any expense listed in the City's budget, except for capital outlay, election expenses, and payment of emergency warrants and interest thereon, may not exceed the amount estimated for such expense. Furthermore, the total expenditures authorized to be made from any fund may not exceed that fund's aggregate cash balance at the close of the proceeding fiscal year, plus the amount of estimated revenues to accrue to such fund and any amounts which may be obtained for that fund by a tax levy during the current fiscal year. Notwithstanding the foregoing, Section 21-35-15 states that its provisions do not prevent any municipality from making adequate provision at any time for the payment of principal of and interest on its outstanding bonded indebtedness.

B. Annual Audit

The City's financial statements are audited by an independent firm of certified public accountants at the end of each fiscal year. Attached as Appendix D are excerpts of the City's audited financial statements for the fiscal year ending September 30, 1993. Unaudited balance sheets as of September 30, 1994, are attached as Appendix C.

VI. MISCELLANEOUS AND LEGAL INFORMATION

A. No Default on Securities

No securities of the City have been in default as to principal or interest payments or in any other material respect at any time in at least the last 25 years. No principal or interest on any obligation of the City is past due.

B. No Bond Proceeds for Current Operating Expenses

No proceeds from the sale of securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last 10 years.

C. Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 § 27-33-1, et seq., Miss. Code of 1972, as amended, reduces the local tax burden on homes qualifying by law, and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of 65 years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those classified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the State Tax Commission. No taxing unit shall be reimbursed an amount in excess of 106 percent of the total net reimbursement made to such taxing unit in the next preceding year.

D. Financial Advisor

The City has retained the firm of Holley, Grubbs, Mitcham & Phillips, Jackson, Mississippi, as independent financial advisor (the "Financial Advisor") to the City in connection with the issuance of the Bonds. In such capacity the Financial Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Bonds and of the time of the sale, tax-exempt bond market conditions and other factors related to the sale of said Bonds.

Although the Financial Advisor performed an active role in drafting of the Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from municipal records and from other sources which are believed to be reliable, including financial records of the City and other entities which may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the City. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of same and reference is made to such original sources in all respects.

E. Legal Proceedings

There are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the registered owners of the Bonds.

F. Validation

The Bonds will be validated by the Chancery Court of Hinds County as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972. The validation decree is final and binding.

CITY GENERAL INFORMATION

General Description of the Area

The City of Clinton was incorporated on February 12, 1830, as the Town of Clinton. Clinton is located in eastern Hinds County seven miles from the state capital of Jackson, Mississippi, and approximately five miles from the county seat of Raymond, Mississippi. The City, located in the central area of the state, consists of approximately 23 square miles.

Population

The following chart reflects the population trend of the City of Clinton:

Population and Percent of Increase

<u>Year</u>	<u>Population</u>	<u>Percent Increase</u>
1990	21,850	6.6
1989	20,490	7.1
1988	19,130	2.9
1986	18,590	2.8
1984	18,069	6.8
1980	16,917	132.1
1970	7,289	112.0
1960	3,438	52.5
1950	2,255	-

SOURCE: Clinton Chamber of Commerce.

Government

The City operates under the Mayor-Alderman form of government with a full-time Mayor elected from the City at large and seven part-time Aldermen elected from districts or wards. The current Mayor and members of the Board of Aldermen are:

<u>Name</u>	<u>Occupation</u>	<u>Position Held Since</u>
Mayor Rosemary Aultman	Full Time Mayor	July 1994 - July 1998
Jehu W. Brabham Alderman at Large	Church Administrator	July 1994 - July 1998
O. C. George Ferrell	Church Pastor	July 1994 - July 1998
Rodney W. DePriest Alderman	Building Contractor	July 1994 - July 1998
Ben L. Todd Alderman	Owner Insurance Company	July 1994 - July 1998
Phil Fisher Alderman	Sales Repr. Proctor & Gamble	July 1994 - July 1998
Herb Touchton Alderman	Retired	July 1994 - July 1998
Sharbert K. Lott Alderman	Specialist, South Central Bell	July 1994 - July 1998

Transportation

Airports

Allen C. Thompson field is located approximately 21 miles from the City in Jackson, Mississippi. Three major air lines, Delta, American and Northwest serve the City and central Mississippi through the Jackson International Airport located at Allen C. Thompson Field. One commuter airline, Continental Express, provides passenger service to the area.

Thompson Field was completed in 1963 and has a modern terminal and two 8,500 feet runways and complete FAA equipment for Category I and Category II operation. Private and business aircraft operate from the field's complete fixed base facilities.

The former municipal airport, Hawkins Field, is approximately 7 miles from the City and is the area's main private aircraft base. Hawkins Field maintains facilities for both jet and other private aircraft and operates a tower with full FAA facilities. Two other

smaller fields with hard surface runways are also located in the area.

Highways

Three major highways serve the City: Interstate 20, U.S. Highway 80 and Mississippi Highway 18.

Railroads

Midsouth Railroad provides rail service to and from Clinton on three different lines that radiate in all directions from the City. The company offers approximately 24 schedules per day. The local Illinois Central Railway yards have a capacity for approximately 3,300 cars. Amtrak runs daily north-south passenger service from Jackson, Mississippi to New Orleans and Chicago, utilizing Illinois Central rails.

Bus Lines

The bus line, Greyhound/Trailways, provides intercity bus service with 19 inbound and 19 outbound buses daily.

Truck Lines

Numerous motor freight companies offer interstate and intra-state shipping services into and out of the City. Interline service is available to every state in the continental United States, with overnight service to points throughout the southeast and lower Mississippi River Valley. Some of the major freight carriers servicing the area include ABF System, Bowman Transportation, Brown Transport, Carolina Freight Carriers, Consolidated Freightways, Freeman Truck Line, G-F-A Transportation, Jones Truck Lines, and KLLM.

Medical Facilities

Several general hospitals, specialty hospitals and the University Medical Center Complex are located in nearby Jackson. Major hospitals in the surrounding area are Mississippi Baptist Medical Center (646 beds), University (552 beds), Veterans Administration (455 beds), St. Dominic-Jackson Memorial (400 beds), Methodist Medical Center (474 beds), Doctors Hospital (162 beds), River Oaks Hospital (100 beds), Rankin General (90 beds), Woman's Hospital (111 beds), Mississippi Methodist Rehabilitation (104 beds), Charter Hospital (108 beds), and Madison General (67 beds).

The Mississippi State Hospital, a state facility located just outside the City, provides treatment for mental and related diseases. A new 27,000 square foot community mental health treatment facility, the Jackson Mental Health Center, is operated as a community resource by St. Dominic's Hospital.

The University of Mississippi Medical Center is home for the Schools of Medicine, Dentistry, Nursing, Health Related Professions and graduate programs in the health sciences.

Per Capita Income

The City and the Jackson Metropolitan Statistical Area ("MSA") are two of the highest personal income producing areas in the state in terms of per capita and per household income.

The following represents per capita income annually from 1978 to 1988 for the MSA, Hinds County, Mississippi, and the United States:

<u>Year</u>	<u>MSA*</u>	<u>Hinds County</u>	<u>Mississippi</u>	<u>United States</u>	<u>MSA as % of U.S.</u>
1987	12,633	13,267	10,252	15,425	82%
1988	13,512	14,311	11,097	16,510	82%
1989	14,479	15,418	11,806	17,592	82%
1990	15,424	15,738	12,700	18,635	83%
1991	16,089	16,497	13,218	19,163	84%
1992	16,945	17,515	14,082	20,105	84%

* Includes parts of Hinds, Madison and Rankin Counties.

SOURCE: Mississippi Employment Security Commission,
Population - Personal Income Data, 1986-1991.

Employment Statistics (City of Clinton)

	<u>Residence Based Employment</u>					
	<u>1989</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>	<u>1994</u>
Labor Force	8,470	8,490	8,180	8,170	8,090	8,350
Unemployed	230	230	260	260	220	200
Percent of Unemployment	2.7	2.7	3.2	3.2	2.7	2.4
Employed (total)	8,240	8,260	7,920	7,910	7,870	8,150

SOURCE: Mississippi Employment Security Commission
- Labor Market Data (January Ed. 1990-1995)

Employment Statistics (Hinds County)

RESIDENCE BASED EMPLOYMENT

	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>	<u>1993</u>
I. Civilian Labor Force	132,950	131,990	132,250	128,060	127,400	126,340	130,310
II. Unemployed (total)	10,000	8,090	7,360	7,230	8,270	7,870	6,770
% of Civilian Labor Force	7.5	6.1	5.6	5.6	6.5	6.2	5.2
III. Employed (total)	122,950	123,900	123,890	120,830	119,130	118,470	123,540

ESTABLISHMENT BASED EMPLOYMENT

I. Manufacturing (total)	13,170	13,580	13,730	13,930	13,410	13,570	12,280
II. Nonmanufacturing (total)	121,940	125,380	127,760	124,750	123,530	125,260	129,650
A. Mining	590	530	460	460	470	390	280
B. Construction	6,290	6,360	5,780	5,360	5,100	5,170	5,490
C. Transportation and Public Utilities	8,980	9,420	9,480	8,220	8,710	8,380	8,850
D. Wholesale and Retail Trade	31,880	32,470	32,980	31,140	30,750	31,730	32,670
E. Finance, Insurance and Real Estate	12,200	12,490	12,540	11,720	11,620	11,170	11,000
F. Service and Misc.	31,750	32,910	34,580	35,620	36,140	37,350	39,840
G. Government	30,240	31,210	31,940	32,220	30,740	31,060	31,510

NOTE: Totals may not add due to rounding

SOURCE: Mississippi Employment Security Commission, Annual Averages, 1984-1993.

Retail Sales (City)

<u>Fiscal Year</u> <u>Ended June 30</u>	<u>Amount</u>
1994	\$125,186,269
1993	115,202,236
1992	108,728,118
1991	85,423,019
1990	86,727,684
1989	83,669,504

SOURCE: Mississippi Tax Commission.

Major Employers

The following is a partial listing of the City's major employers (private sector only), their products or services and their approximate number of employees:

<u>Employer</u>	<u>Product/Service</u>	<u>Employees</u>
Packard Electric	Division of General Motors Corp. - builds components for the wiring systems of all GM vehicles	1,600
Gulf States Cannery	Manufactures canned soft drinks for Coca-Cola	100-199
Riverwood International	Cartons	200 - 500
AKZO Nobel Codings, Inc.	Manufactures industrial coating, furniture finish, etc.	100 - 150
Wal-Mart	Retail Store	200 - 300
Mississippi College	Private College	400 - 500
Clinton Public Schools	Public Education System	400 - 500
City of Clinton	Municipal Government	100 - 200

SOURCE: City of Clinton Chamber of Commerce.

APPENDIX B
THE CITY'S BUDGET FOR 1994-95

APPENDIX C
CITY'S UNAUDITED BALANCE SHEETS
AS OF SEPTEMBER 30, 1994

APPENDIX D
EXCERPTS OF THE CITY'S
AUDITED FINANCIAL STATEMENT FOR 1992-93

APPENDIX E
BOND COUNSEL'S OPINION

BRUNINI, GRANTHAM, GROWER & HEWES
ATTORNEYS AT LAW

GEORGE P. HEWES, III
NEWT P. HARRISON
RICHARD W. DORTCH
LEIGH B. ALLEN, III
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LAWRENCE E. ALLISON, JR.
CHARLES P. ADAMS, JR.
W. DAVID WATKINS
HOLMES S. ADAMS
WILLIAM L. SMITH
JEFFERSON D. STEWART
ROBERT D. DRINKWATER
CHRISTOPHER A. SHAPLEY
R. DAVID KAUFMAN
JOHN E. MILNER
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WALTER S. WEEMS
JAMES T. THOMAS, IV
JAMES A. KEITH
LOUIS G. FULLER
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BROOKS EASON
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MICHAEL K. GRAVES
STEPHEN L. EARNEST
M. PATRICK MCDOWELL
MICHAEL E. GIEGER
J. JEFFREY TROTTER

_____, 1995

1400 TRUSTMARK BUILDING
248 EAST CAPITOL STREET
JACKSON, MISSISSIPPI 39201

MAILING ADDRESS
POST OFFICE DRAWER 119
JACKSON, MISSISSIPPI 39205

TELEPHONE
601-948-3101

FACSIMILE
601-960-6902

EDMUND L. BRUNINI
(1911-1992)

R. GORDON GRANTHAM
(1912-1986)

JOHN R. HUTCHERSON
(1939-1990)

JOHN M. GROWER
OF COUNSEL

TO WHOM IT MAY CONCERN:

We have acted as Bond Counsel in connection with the issuance by the City of Clinton, Mississippi (the "Issuer") of \$1,000,000 City of Clinton General Obligation Bonds dated March 1, 1995 (the "Bonds") pursuant to a Resolution adopted on February 7, 1995 (the "Bond Resolution") by the Board of Aldermen of the City of Clinton. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Preliminary Official Statement, the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement), and we express no opinion relating thereto (excepting only the matters set forth as our opinion in the Official Statement).

As to questions of fact material to our opinion, we have relied upon representations of the Issuer contained in the Bond Resolution and in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on our examination, we are of the opinion that under existing laws:

1. The Bonds are valid and binding general obligations of the Issuer.
2. All taxable property in the territory of the Issuer is subject to ad valorem taxation without limitation as to rate or amount to pay the Bonds. The Board of Aldermen of the City of Clinton is required by law to annually levy such tax in amounts sufficient to provide for the principal and interest coming due on the Bonds to the extent the necessary funds are not provided from other sources.
3. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on corporations and taxpayers other than corporations; it should be noted, however,

that for the purpose of computing the alternative minimum tax imposed on corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986 that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds.

4. The interest on the Bonds is exempt from Mississippi income taxes.

5. The Bonds are not "private activity bonds" within the meaning of the Internal Revenue Code of 1986 (the "Code").

6. The Bonds are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, and, in the case of certain financial institutions (within the meaning of Section 265(b)(5) of the Code) a deduction is allowed for 80 percent of that portion of such financial institutions' interest expense allocable to interest on the Bonds.

Except as stated above, we express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt of interest on or disposition of the Bonds.

It is to be understood that the rights of the holders of the Bonds and enforceability of the Bonds may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

BRUNINI, GRANTHAM, GROWER & HEWES, PLLC

LEASE AGREEMENT

THIS AGREEMENT, made this 1st of December, 1994, by and between the City of Clinton, Mississippi, a municipal corporation located in Hinds County, Mississippi, and the Clinton Chamber of Commerce, Clinton, Mississippi.

WHEREAS, the Clinton Chamber of Commerce has certain properties consisting of a building at 100 East Leake Street, Clinton, Mississippi, that is under lease to the Clinton Chamber of Commerce; and

WHEREAS, there is located in this property the office of the Clinton Chamber of Commerce; and

WHEREAS, the City of Clinton desires to co-locate the Municipal Department of Economic Development with the Chamber of Commerce; and

WHEREAS, the co-location of the Economic Development Department with the Chamber of Commerce would give to the City substantial advantage in the promotion of economic development, community relations and serve the public interest;

IT IS, THEREFORE, AGREED that the Chamber of Commerce will lease to, and the City of Clinton will lease from, the Clinton Chamber of Commerce, the property described in Exhibit A attached hereto. The City of Clinton shall have full and continuous access to the demised premises and shall have exclusive control over that portion of the premises marked in solid yellow and designated as the Office of the Director of Economic Development of the City of Clinton. The City shall have free and common use of that portion of the demised premises indicated on Exhibit 1 as numbers 1, 2, 3, 4, 5, 6, 7 and 8.

Utilities: The Clinton Chamber of Commerce shall provide all utilities except telephone. The Chamber of Commerce shall provide maintenance and repair for the building, except for such special maintenance and repair as is peculiar to, and required by, the City of Clinton as a result of its occupancy of the premises.

Term: The term of this lease shall begin on the date first set forth above and shall extend up to and including November 30, 1996.

Consideration: For and in consideration of the use of the demised premises, as set forth herein, the City of Clinton shall pay to the Clinton Chamber of Commerce the sum of Six Hundred Fifty Dollars (\$650) per month, payable in advance on the first day of each month.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate originals the day and year first above written.

THE CITY OF CLINTON, MISSISSIPPI

By:


Rosemary Aultman, Mayor

ATTEST:

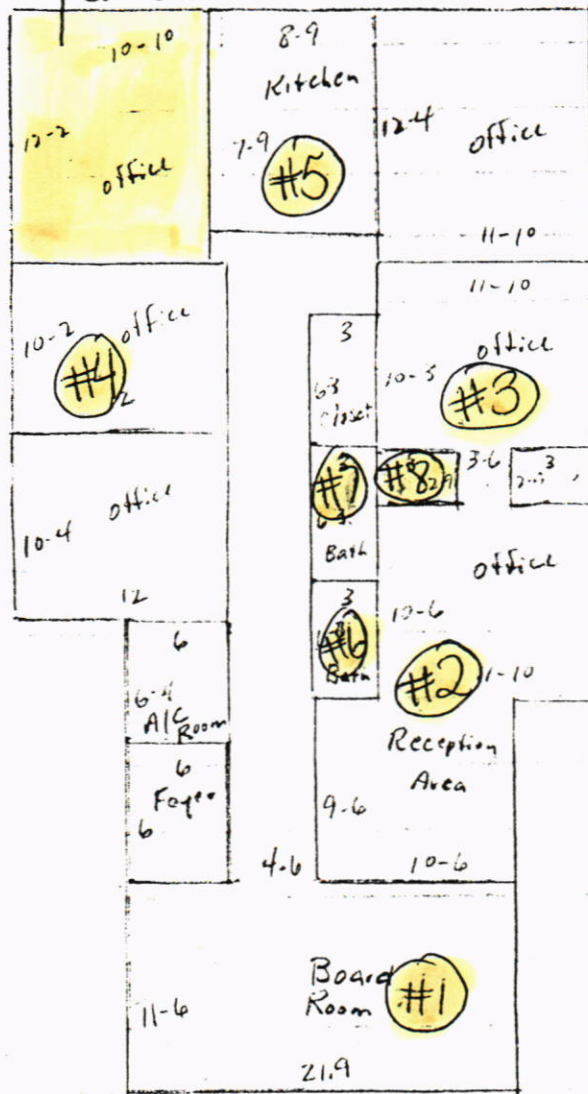

Nelson Byrd, City Clerk

CLINTON CHAMBER OF COMMERCE

By:


Dianne Newman, Exec. Director

Jim's
Office



Common Areas:

- 1) Board Room
- 2) Reception Rooms
- 3) Work Room (Copier)
- 4) Small Meeting Room
- 5) Kitchen
- 6) Bathroom (Ladies)
- 7) Bathroom (Men's)
- 8) Bathroom

RESOLUTION

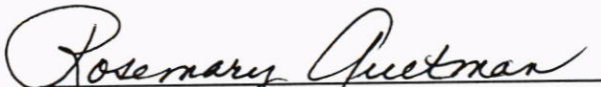
WHEREAS, the Mayor and the Members of the Board of Aldermen of the City of Clinton recognize that there is a tremendous need for increased promotion of the City for the purposes of economic development; and

WHEREAS, the Mayor and the Members of the Board of Aldermen recognize that economic development involves not only the creation and support of new and existing businesses but also the attraction of recreational and tourism events and activities in the City of Clinton; and

WHEREAS, the Mayor and the Members of the Board of Aldermen acknowledge that such economic development and tourism attraction activities are priorities for the City of Clinton that require financial support and backing in order to have an impact on Clinton's future growth; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and the Board of Aldermen for the City of Clinton hereby endorse a bill that would impose a tax on hotel and motel room rentals within the city limits of Clinton for the purpose of promoting and advertising the attributes of the City of Clinton as they relate to tourism and economic development; and such tax, in addition to all other taxes now imposed, shall not exceed a sum equal to two percent (2%) of the gross proceeds from room rentals; and

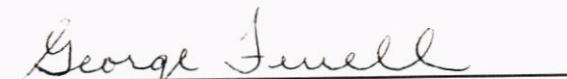
BE IT FURTHER RESOLVED that the Mayor and the Members of the Board of Aldermen hereby request the Legislature of the State of Mississippi to approve this issue.

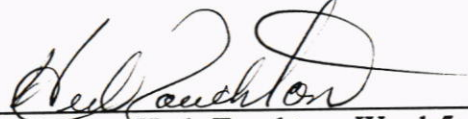

Mayor Rosemary Aultman


Alderman Ben Todd, Ward 3


Alderman-at-Large Jehu Brabham


Alderman Phil Fisher, Ward 4


Alderman George Ferrell, Ward 1


Alderman Herb Touchton, Ward 5


Alderman Rodney DePriest, Ward 2


Alderman Sharbert Lott, Ward 6

Dated February 7, 1995

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 ____ day of _____, 1995 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 initiate the preliminary engineering design of the Clinton Parkway Improvements;

WHEREAS, the OWNER has decided to retain professional engineering services for the preliminary engineering design of the Clinton Parkway;

WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibit E 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 preliminary engineering design of the Clinton Parkway. The following exhibits are attached to and made a part of this Agreement:

- (1) Exhibit A: Scope of Work - Clinton Parkway Street Improvements from U.S. Highway 80 to Northside Drive.
- (2) Exhibit B: "Scope of Preliminary Engineering Design Phase Services"
- (3) Exhibit C: "Compensation for Professional Services"

1116-1137

- (4) Exhibit D: "Schedule of Work"
- (5) Exhibit E: "Cost Summary"

SECTION 2 - BASIC ENGINEERING AND TECHNICAL SERVICES

- A. The ENGINEER shall provide professional engineering services for the preliminary engineering design of the Clinton Parkway. These services shall include customary civil, structural, mechanical and electrical engineering and other necessary services required for the preliminary engineering design of the Clinton Parkway.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to provide services for the preliminary engineering design of the street improvements listed in Exhibit A in accordance with the Scope of Work described in Exhibit B. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of Section 7 of this Agreement. The Engineer agrees to perform the work in accordance with the time schedule in Exhibit D.

SECTION 3 - ADDITIONAL SERVICES BY ENGINEER

- A. The OWNER may require the ENGINEER, by specific written authorization to provide or have performed by qualified persons or firms, any additional services which are not listed in Exhibit B. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with the terms presented in Exhibit C: Compensation for Professional Services.

SECTION 4 - SERVICES TO BE PROVIDED BY THE OWNER

The OWNER, at not cost to the ENGINEER, agrees to furnish the following services:

- A. Provide criteria and information as to the OWNER'S design requirements for the work to be performed under the Agreement including design objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of design and construction standards which the OWNER will require to be included in the preliminary engineering design.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports and other data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER'S services

the results of available laboratory tests, inspections, exploration studies, or other special data not covered in Exhibit B, "Scope of Preliminary Engineering Design Phase Services".

- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER included under this Agreement.
- F. Acquire property for both permanent right of way and temporary construction easement, based on requirements as determined by the ENGINEER and approved by the OWNER.
- G. Designate in writing a person to act as the OWNER'S representative with respect to the services to be rendered under this Agreement.
- H. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of the developments that affect the scope or timing of the ENGINEER'S services.

SECTION 5 - TIME SCHEDULE

- A. The provisions of Section 5 of this Agreement and the various rates of compensation for the ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the work through completion of the preliminary engineering design phase as outlined in Exhibit D, "Schedule of Work".
- B. If the OWNER requests, in writing, modifications or changes in the scope of work, or if the initiation of work and/or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the ENGINEER, the ENGINEER'S period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. If the ENGINEER fails to perform the work with such diligence as will insure completion within the time specified in Exhibit D, this Agreement may be terminated by the OWNER in accordance with Section 7.

SECTION 6 - INSURANCE

In carrying out the work herein proposed, the ENGINEER, will maintain, as a minimum, the following insurance coverage:

- A. ENGINEER, will, at its expense carry public liability and contractor's protection, liability insurance, each with maximum limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance with limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and Workman's Compensation Insurance.
- B. ENGINEER, shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. The ENGINEER shall have in force professional liability insurance in an amount not less than \$500,000.00. This liability insurance shall remain in force from the contract date until the completion of the one year construction warranty period.
- D. ENGINEER, shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

SECTION 7 - PAYMENT FOR SERVICES

- A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".
- B. Notice to Proceed. The ENGINEER shall not proceed with any work until he has received from the OWNER a written Notice to Proceed. The ENGINEER shall commence work immediately upon receipt of the Notice to Proceed.
- C. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination as well as the percentage of the fixed fee represented by the percentage of the project completed as of the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the 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 10 - ACCOUNTING SYSTEMS

The ENGINEER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the ENGINEER'S accounts which relate to services provided under this Agreement.

SECTION 11 - CHANGES TO AGREEMENT

This Agreement contains all 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


Mayor

Kenneth W. Adkins, President

ATTEST:

ATTEST:

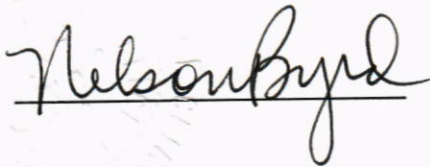


EXHIBIT A

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 preliminary engineering design for the Clinton Parkway, Project No. _____, more specifically described as follows:

(PROJECT DESCRIPTION)

Preliminary engineering design of the Clinton Parkway between U.S. Highway 80 and Northside Drive within the corporate limits of Clinton, Mississippi.

EXHIBIT B

SCOPE OF PRELIMINARY ENGINEERING DESIGN PHASE SERVICES

CLINTON PARKWAY IMPROVEMENTS

BASIC SERVICES

- 1.0 Preliminary Engineering Design Phase - The work in the Preliminary Engineering Design Phase will be initiated upon receipt of the Notice to Proceed and shall be completed in four phases as described herein:
- 1.1 Phase 1- Data Collection
 - 1.1.1 Conduct Initial Meeting with City - To begin the project, the consultant will conduct an initial meeting to discuss ideas, schedules, points of contact, planned and anticipated roadway improvements in the project areas, and sources of data and information. This meeting will be used as a forum to share ideas, philosophies and goals which should be considered during the design process. The City may invite other entities as they deem appropriate to attend this meeting for the purpose of establishing lines of communication so that ideas and concerns about the project can be addressed.
 - 1.1.2 Collect Available Maps and Data - The consultant will secure and review available reference materials such as aerial photography, maps, existing and future highway and street plans, quadrangle maps, traffic counts, utilities, floodplain and flood study maps, planning studies and any other identified information available to assist in the design.
 - 1.1.3 Collect Additional Traffic Count Data - A review of available traffic count data will be made to determine if additional traffic count data is required. The consultant will conduct additional traffic volume counts at critical locations to assess the level of service of existing traffic flows and to estimate traffic volume growth in the project area.
- 1.2 Phase 2 - Preliminary Alignment
 - 1.2.1 Identify Physical Features - Information and data collected related to physical features in the project area will be identified and labeled on photography and maps. Environmentally sensitive wetland areas and floodways will be identified. Features shown and labeled on the photography or base maps will include such items as major drainage,

major utilities (above and below ground), existing roadways, proposed roadway improvements, commercial and industrial complexes, schools, hospitals, churches, parks, refuges and other significant natural or manmade features.

- 1.2.2 Identify Preliminary Alignment - After important features are shown on the photography and base map, a preliminary alignment will be developed for consideration by the City. The consultant will consider major control points and sensitive locations along the route under consideration. Based on this information a field survey will be performed to establish centerline horizontal and vertical geometry. This information will be submitted to the City of Clinton. The consultant will determine preliminary property ownership and location through records research and field location of existing property pins.
- 1.2.3 Establish Existing Plus Committed System - The existing roadway network will be defined from aerial photographs, maps and field verification. From information obtained from the City and County, projects which are committed for construction and/or planned for construction and have an identified funding source will be added to the road network for consideration when developing the alignment. This information will also be used to estimate the distribution of future traffic when projected. Consideration of the committed improvements is important in considering the overall capacity of the road network and the influence the roadways have relative to attracting or diverting traffic between each other.
- 1.2.4 Analyze Traffic Data - Traffic data will be analyzed for historical trends over the past ten years to determine growth rates in the area and its vicinity. These analyses will be compared to growth indicators such as population, economic activity and school enrollments to determine if any similar growth trends exist. Existing intersection capacities at critical intersections and roadway sections will be determined.
- 1.2.5 Projected Future Traffic - Year 2000 traffic projections from the JUATS Update study were developed in the late 1970's. This information is available from the CMPDD. An update study of this plan was started in August 1993. Information which is available from this study will also be utilized.

The consultant will use volume growth trends to develop traffic projections for the year 2015 for the corridor alignment. Projections will be developed for each alternative to be studied. Among other factors future traffic generated by Clinton's new high school will be considered.

1.2.6

First Progress Review Meeting with the City - A meeting will be conducted with the City officials and key personnel from the consultant to review the proposed alignment. The purpose of the meeting will be to review the progress of the project, review preliminary findings, identify potential problems, discuss alignment and traffic projection adjustments and identify any other concerns that may have developed since the initiation of the project.

- 1.3 Phase 3 - Alignment Refinement and Impact Analysis
- 1.3.1 Refine Alignment - The consultant will begin the refinement according to comments and discussions from the first project review meeting. Refinements in alignment will be made to accommodate considerations for such item as AASHTO design criteria, aesthetics, environmental concerns, traffic impacts, functionality of intersection design, utility relocations, typical sections and right-of-way requirements. Additional centerline field surveys will be performed as required in order to address changes which may result from this process.
- Changes to the floodplain by anticipated improvements will also be addressed along with proposed additional floodplain modification. Wetlands involvement will be studied and its impact will be incorporated into drainage concepts.
- Cost estimates will be based on structure types and design criteria currently being used by Mississippi Department of Transportation. Potential design/construction problems (geometrics, foundations, etc.) will be identified and discussed.
- 1.3.2 Conduct Cultural Resources Assessments - A field assessment will be performed to identify those areas which may be of historical or cultural significance. Also, contact with the Mississippi Department of Archives will be made to determine if any cultural significant sites have been identified in the vicinity of the project.
- 1.3.3 Identify Noise Sensitive Areas - Identification and inventory of noise sensitive receptors such as schools, churches, hospitals, etc., in the study area will be made. Assessment of the potential noise impact on these locations will be provided as part of the preliminary engineering design phase. If required, ambient noise measurements will be made under additional services.
- 1.3.4 Identify Residential and Business Displacements - City and county tax maps will be secured and reviewed to identify parcels of property along the alignment under consideration. The number of, types of property (developed, undeveloped or undevelopable), zoning of the property and approximate size of the parcels will be identified. A general estimate figure for the value of those properties which will be required for the proposed project will be provided as part of the preliminary engineering design.
- 1.3.5 Assess Utility Conflicts - The relocation of utilities may be required to

accommodate the proposed roadway alignment. In some cases it may be more justifiable to alter the alignment of the roadway to avoid the utility conflict. Impacts of major utilities both above and below ground will be identified and described as part of the preliminary engineering design.

- 1.3.6 Assess Wetlands - The wetlands and soils information provided will be reviewed to make an estimate of the amount of wetlands area each alternative will impact. Adjustments in alignment may be beneficial to reduce wetlands impacts identified by this assessment. An evaluation of the wetlands determination will be provided as part of the preliminary engineering design.
- 1.3.7 Assess Floodplain - An estimate will be made for the alignment as to the area of floodplain it may occupy. An evaluation of the impacts due to crossing the floodplain will be included in the preliminary engineering design phase.
- 1.3.8 Assess Hazardous Waste Site Potential - An aerial photo reconnaissance and an on site visit of any potential hazardous waste sites will be made. If sites are suspected, their location will be identified along with their impact on the project.
- 1.3.9 Assess Publicly Owned Parks, Recreation Areas and Wildlife and Water fowl Refuge - Publicly owned parks, recreation areas, and wildlife and waterfowl refuges will be identified and noted on maps. An assessment will be made on the impacts the project will have on these sensitive areas and be provided as part of the preliminary engineering design.
- 1.3.10 Compute Levels of Service - The capacities and level of service (LOS) for roadways and intersections created by the alternatives will be computed using Highway Capacity Software which is based on Transportation Research Board Special Report 209. Projected traffic volumes will be used for the basis of these calculations. The results of the capacity analysis will be used to identify potential traffic operations problem locations and to make geometric refinements to improve capacity and operations.
- 1.3.11 Identify Other Street Improvements - The development of a new parkway will force the long term improvement of existing roadways and intersections to accommodate future traffic. Certain intersections and roadways at the termini and access locations will require improvements to accomodate the new traffic caused by diverted travel patterns and new development as a result of the corridor. The consultant will identify the need for other long range improvements to existing routes and

intersections to accommodate the traffic demand. In addition the consultant will provide a general traffic control plan for the construction period.

- 1.3.12 Assess Visual Impacts - Due to the urban nature of the project areas, the visual resources will be assessed to evaluate the quality and relative impact of the proposed parkway. Graphic presentations will be prepared to illustrate the high visual quality of the proposed route and the manner of site development utilized to blend the parkway into the landscape with the least impact.
- 1.3.13 Refine Preliminary Cost Estimates - Preliminary cost estimates developed for the project will be updated with more defined costs from the refinement process. Approximate bridge or drainage structure lengths and typical sections will be established to enable the costs to be better defined.
- 1.3.14 Second Progress Review Meeting with the City - A second progress review meeting will be conducted at the end of Phase 3. The purpose of the meeting will be to review the refined alignment, capacity analyses and other facilities improvements identified.
- 1.4 Phase 4 - Finalize Preliminary Engineering Design - Information developed during this design process will be summarized and compiled into a preliminary design document. As a minimum, this document will include detailed construction cost estimates, right-of-way limits, right-of-way costs, proposed landscape sketches in rendered form, number and types of displaced housing units and structures, intersection schematics, typical sections, and preliminary horizontal and vertical alignments. Comments from the City will be evaluated by the consultant. Modifications and responses to the comments as appropriate will be made before the final printing.
- 1.4.1 The consultant will prepare exhibits and make a presentation to the Clinton Board of Alderman at a mutually agreeable time. The consultant may also be required to attend other public meetings as deemed necessary by the City.

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 for all allowable and allocable costs as outlined in this Exhibit. These costs incurred in the performance of this Contract shall not exceed the Target Cost Ceiling of \$ 88,044.00 (exclusive of Fixed Fee), without formally amending this Agreement prior to the incurrence of additional costs. The OWNER will also pay the ENGINEER Fixed Fee of \$ 11,946.00 which may not change except in the case of an amendment to this Agreement as a result of change in the scope of work as set forth in Section 2 of this Exhibit.
- 1.4 The ENGINEER'S allowable and allocable costs shall consist solely of the amount of the ENGINEER'S direct labor dollars expended in completing the scope of work, plus an amount for indirect costs (overhead and fringe benefits expressed as a percentage for ease of billing), plus the actual cost to the ENGINEER for other direct expenses including subcontracts allocable directly to the project and not included in indirect cost. The ENGINEER'S estimated costs are presented in the Cost Summary included in Exhibit E.
- 1.5 The ENGINEER'S direct labor dollars are defined as the amount of the actual salaries and/or wages of the ENGINEER'S employees working on the project.
- 1.6 Pending the establishment of final overhead rates for any period, the ENGINEER shall be reimbursed for allowable and allocable indirect cost not claimed elsewhere, at the provisional rate of 143.76 percent of direct labor dollars, which may, if mutually agreed to by both parties, be revised for billing purposes.

- 1.7 Other direct expenses are defined as the actual costs incurred on and directly for the project (other than the direct labor and indirect costs as herein defined). Such direct expenses shall be reimbursed on the basis of actual purchase price for items obtained from commercial sources and on the basis of actual cost substantiated by invoice exclusive of any mark-up or profit by the ENGINEER. Other direct expenses shall include but not be limited to, necessary out of town transportation and travel costs (as approved by the OWNER), reproduction and blueprinting costs, and communication costs. Direct expenses will be substantiated in the ENGINEER'S invoices by receipts or other appropriate documentation.
- 1.8 It is anticipated that the total allowable, allocable and eligible costs to the OWNER for the services to be provided by the ENGINEER, exclusive of the Fixed Fee, shall not exceed the target Cost Ceiling as set forth in Paragraph 1.3 above, and the ENGINEER agrees to commit his best efforts to perform the specified services and all obligations under this Agreement within said Target Cost Ceiling.
- 1.9 Times of Payments
- 1.9.1 The ENGINEER shall submit invoices monthly by the tenth of each month for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice will be based upon costs incurred.
- 1.9.2 A percentage of the fixed fee shall be included with each monthly payment. The percentage to be used in calculating the monthly fixed fee payment shall equal the ratio of the invoiced costs to the Target Cost Ceiling. The Target Cost Ceiling is set forth in Paragraph 1.3 above. Final payment shall be all remaining eligible costs plus all remaining fixed fee.
- 1.9.3 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 "Fixed Fee" amount and the "Target Cost Ceiling" limit contained in Paragraph 1.3 above have been negotiated and established predicated upon the projected completion date (Exhibit D) and the total amount of services and costs estimated and contained in the ENGINEER'S Cost Summary included in Exhibit E. 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 pay the ENGINEER'S costs including direct labor costs, indirect costs and reimbursable expenses plus a fixed fee. An amendment to the Agreement shall be prepared and executed which shall describe the authorized services and the revised Target Cost Ceiling and Fixed Fee to be paid to the ENGINEER for the services to be provided under this Agreement.

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>
Initiate Preliminary Engineering Design Phase	<u>0</u>
Complete Phase 1 through 3 of Exhibit B	<u>120</u>
Initiate Phase 4 of Exhibit B	<u>150</u>
Complete Phase 4 of Exhibit B	<u>180</u>

EXHIBIT E

COST SUMMARY

CLINTON PARKWAY IMPROVEMENTS

	Estimated Cost	Costs Less Direct Expenses	Fixed Fee	Total Cost and Fixed Fee
Preliminary Engineering Design	\$88,044	\$ 79,644	\$ 11,946	\$ 99,990

MANHOUR AND FEE ESTIMATE **CLINTON PARKWAY PRELIMINARY ENGINEERING DESIGN**

PAGE 1 OF 1

WORK ITEM	MANHOURS						SURVEYOR	CLERICAL	TECHNICIAN	PROJECT ENGINEER	SENIOR ENGINEER	PROJECT MANAGER
	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	TECHNICIAN	CLERICAL	SURVEYOR						
*PHASE I - DATA COLLECTION												
INITIAL MEETING WITH CITY	8	24	8				2					
COLLECT MAPS AND DATA		12	8					8				
COLLECT ADDITIONAL TRAFFIC COUNT DATA	2	4	16				2					
*PHASE II - PRELIMINARY ALIGNMENT												
IDENTIFY PHYSICAL FEATURES	3	8	8					24				
PRELIMINARY ALIGNMENT	3	30	16					16				
SURVEY ALIGNMENT (HORZ. & VERT.)	2	4	8					16				50
SURVEY PROPERTY LOCATION	2	4	8					20				50
PROPERTY RESEARCH	2	4	8					16				24
ANALYZE TRAFFIC DATA	2	16	40					24				
PROJECT FUTURE TRAFFIC	8	8	24									
PROGRESS REVIEW MEETING	4	12	4				1					
*PHASE III - ALIGNMENT REFINEMENT & IMPACT ANALYSIS												
REFINE ALIGNMENT	4	40	32					40				
CULTURAL RESOURCES ASSESSMENTS	2	SUB. #2										
NOISE ASSESSMENT	2		4					2				
DISPLACEMENT ASSESSMENT	2	4	8					4				
UTILITY CONFLICTS ASSESSMENTS	8	24	33					24				18
WETLANDS ASSESSMENT	2	SUB. #1										
FLOODPLAIN IMPACT ASSESSMENT	2	SUB. #1										
HAZARDOUS WASTE ASSESSMENT	2	4	8					4				
PUBLIC LAND/WILDLIFE REFUGE ASSESSMENT	2	SUB. #1										
COMPUTE LEVELS OF SERVICE	4	32	56					24				
IDENTIFY OTHER STREET IMPROVEMENTS	4	16	16									
VISUAL IMPACTS ASSESSMENT	4	16	16				SUB. #3	8				
REFINE COST ESTIMATES	2	16	12					16				
PROGRESS REVIEW MEETING	4	12	4				1					
*PHASE IV - FINAL REPORT												
PREPARE DRAFT REPORT	12	30	40					32				
REVISE DRAFT REPORT	2	8	16					2				
PRINT FINAL REPORT	4	8	8					8				
PRESENTATION (1) & PUBLIC MTGS.	12	8	4					8				
TOTAL MANHOURS	110	344	397	374	22	42						118

MANHOUR AND FEE ESTIMATE
CLINTON PARKWAY PRELIMINARY ENGINEERING DESIGN

1. Labor Cost

	HOURS	RATE	TOTAL COST
Project Manager	110	\$85.00	\$9,350
Senior Engineer	344	\$75.00	\$25,800
Project Engineer	397	\$70.00	\$27,790
Technician	374	\$45.00	\$16,830
Clerical	22	\$30.00	\$660
Surveyor	42	\$55.00	\$2,310
Survey Crew	118	\$75.00	\$8,850
TOTAL LABOR COSTS			\$91,590

2. Direct Nonsalary Expenses

Mileage	\$200
Reprographics/Printing	\$2,500

\$2,700

Total Direct Nonsalary Expenses

5. Expert Subconsultants

#1 Environmental Impact	\$3,200
# 2 Cultural Resources Impacts	\$2,000
# 3 Visual Impacts	\$500

Subtotal - Subconsultants

\$5,700

GRAND TOTAL

\$99,990

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

1/19/95

PRODUCER Alexander & Sanders Insurance Agency, Inc.
9613 Brookline Avenue
Baton Rouge LA 70809

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

COMPANIES AFFORDING COVERAGE

COMPANY A Security Insurance Company of Hartford

COMPANY B

COMPANY C

COMPANY D

INSURED ABMB Engineers, Inc.
9229 Bluebonnet Boulevard
Baton Rouge, LA 70810

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
A	OTHER Professional Liability - Claims Made Form Retroactive Date: 04/01/85	PL501348	8/27/94	8/27/95	Per claim/aggregate \$ 500,000 with a \$ 25,000 per claim deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Consulting Engineers - For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER

City of Clinton
Attn: Richard Broome
300 Jefferson Street
Clinton, MS 39060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (3/93)

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ACORD. CERTIFICATE OF INSURANCE

CE
E-1

DATE (MM/DD/YY)

01/13/95

PRODUCER

ACEC/Marsh & McLennan
10 South Broadway
St. Louis MO 63102

800-648-7631

INSURED

ABMB Engineers, Inc.
Alison McInnis, Controller
9229 Bluebonnet Boulevard
Baton Rouge LA 70810THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A

Hartford Insurance Company

COMPANY

B

COMPANY

C

COMPANY

D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	84SBKEF1530	11/01/94	11/01/95	GENERAL AGGREGATE \$ 2000000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2000000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 1000000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 300000
					MED EXP (Any one person) \$ 10000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ UMBRELLA FORM				AGGREGATE \$
	☐ OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

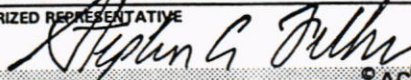
CLINTON

CITY OF CLINTON
Attn: Richard Broome
300 Jefferson St.
Clinton MS 39060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



ACORD 25-S (3/93)

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*** CERTIFICATE OF INSURANCE ***
 *** CERTIFICATE OF INSURANCE ***

RACKLEY SYSTEMS, INC.

issue date(mm/dd/yy)
 01/18/95

producer

Judice-Henry-May-Marye Agency,
 P. O. Box 66068
 Baton Rouge LA 70896
 504-926-7712

this certificate is issued as a matter of information only and confers no rights upon the certificate holder. this certificate does not amend, extend or alter the coverage afforded by the policies below.

code sub-code

COMPANIES AFFORDING COVERAGE

company letter A SAFECO INSURANCE CO. OF AMERICA

company letter B

company letter C

company letter D

company letter E

insured

ABMB Engineers, Inc.
 9229 Bluebonnet Blvd.
 Baton Rouge LA 70810

= COVERAGES =

this is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, not withstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. limits shown may have been reduced by paid claims.

co ltr	type of insurance	policy number	policy eff. date	policy exp. date	all limits in whole dollars
	GENERAL LIABILITY commercial general liability claims made occur. owner's & cont. protective				general aggregate \$ products-comp/ops aggregate \$ personal & advertising injury \$ each occurrence \$ fire damage (any one fire) \$ medical exp. (any one person) \$
A	AUTOMOBILE LIABILITY x any auto all owned autos schedules autos hired autos non-owned autos garage liability	SA 2255278D	09/13/94	09/13/95	combined single limit \$1,000,000 bodily injury(per person) \$ bodily injury(per accident) \$ property damage \$
	EXCESS LIABILITY umbrella form other than umbrella form				each occurrence \$ aggregate \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				statutory limit each accident \$ disease-policy limit \$ disease-each employee \$
	OTHER				

description of operations/locations/vehicles/special items

FAX 601-925-4605

= CERTIFICATE HOLDER =

CITY OF CLINTON
 ATTN: RICHARD BROOME
 300 JEFFERSON STREET
 CLINTON MS 39060

CANCELLATION

should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

authorized representative

Insured Copy

Certificate Holder

RECEIVED

JAN 23 1995

CITY OF CLINTON
 ENGINEER DEPARTMENT

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

1/19/95

PRODUCER Alexander & Sanders Insurance Agency, Inc.
9613 Brookline Avenue
Baton Rouge LA 70809

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

COMPANIES AFFORDING COVERAGE

COMPANY A Security Insurance Company of Hartford

COMPANY B

COMPANY C

COMPANY D

INSURED ABMB Engineers, Inc.
9229 Bluebonnet Boulevard
Baton Rouge, LA 70810

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	\$
	☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV INJURY	\$
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$
	☐				FIRE DAMAGE (Any one fire)	\$
	☐				MED EXP (Any one person)	\$
	☐					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	☐ ANY AUTO				BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	☐ HIRED AUTOS					
☐	NON-OWNED AUTOS					
☐						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	☐ ANY AUTO				OTHER THAN AUTO ONLY:	
	☐				EACH ACCIDENT	\$
	☐				AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	☐ UMBRELLA FORM				AGGREGATE	\$
	☐ OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ STATUTORY LIMITS	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				EACH ACCIDENT	\$
					DISEASE - POLICY LIMIT	\$
					DISEASE - EACH EMPLOYEE	\$
A	OTHER	PL501348	8/27/94	8/27/95	Per claim/aggregate	\$ 500,000
Professional Liability -	with a				\$ 25,000	
Claims Made Form	per claim deductible					
Retroactive Date: 04/01/85						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Consulting Engineers - For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER

City of Clinton
Attn: Richard Broome
300 Jefferson Street
Clinton, MS 39060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (3/93)

© ACORD CORPORATION 1993

**GENERAL SERVICES AGREEMENT
BY AND BETWEEN
CITY OF CLINTON
AND
ALFORD ENGINEERING**

This is an Agreement made this 7th day of Febr., 1995, by and between the City of Clinton, Post Office Box 156, Clinton, Mississippi 39060 (**OWNER**) and Alford engineering, Consulting Engineers, Post Office Box 16621, Jackson, Mississippi 39236 (**ENGINEER**).

The **OWNER** hereby employs the **ENGINEER** to perform certain professional engineering and land surveying services as may be identified from time to time, to serve as the **OWNER**'s professional representative on the services as may be authorized and to provide professional engineering consultation as may be required. The **ENGINEER** agrees to provide the professional services authorized by the **OWNER**, and **OWNER** agrees to compensate the **ENGINEER** for the professional services rendered.

The **OWNER** and **ENGINEER** further agree that the purpose of this Agreement is to authorize certain general professional engineering and land surveying services for which the scope of work is limited or not readily definable. In addition, the **OWNER** and **ENGINEER** agree that for any professional services for which the scope of work is readily definable, that a separate agreement shall be prepared to authorize that work, and such services shall be performed consistent with the terms and conditions of performance inconsistent with this Agreement in which case the terms and conditions of the separate agreement shall control. The **OWNER** and **ENGINEER** hereby agree to the following provisions:

1. ENGINEER's RESPONSIBILITIES

- 1.1 The **ENGINEER** shall perform the necessary professional services in a timely manner so as not to delay the initiatives of the **OWNER**;
- 1.2 The **ENGINEER** shall consult with the **OWNER** to establish the **OWNER**'s requirements for the professional services identified by the **OWNER**;
- 1.3 The **ENGINEER** shall consult with the **OWNER** regarding the need for the **OWNER** to provide or secure certain other special services or consultants as may be needed to fulfill the requirements identified by the **OWNER**, and assist the **OWNER** in securing such special services;

- 1.4 The **ENGINEER** shall furnish the professional services required by the **OWNER** for such endeavors including the provision of evaluations, comparative analyses of potential alternatives, reports of the findings and recommendations, land surveys, planning reports, design engineering, construction engineering, opinions of probable construction cost, project budgetary information and any other professional services deemed appropriate by the **OWNER**;
- 1.5 The **ENGINEER** shall prepare and provide to the **OWNER** at least three copies of any evaluation, analysis, report, survey, design or construction engineering document, opinion of cost or any other deliverable resulting from the services provided by the **ENGINEER**; and
- 1.6 The **ENGINEER** shall provide the general services relative to this Agreement in accordance with the general scope of services that may be prepared from time to time for various initiatives, which shall be and become attached to and made a part of this Agreement.
2. **OWNERS'S RESPONSIBILITIES**
- 2.1 The **OWNER** shall provide the necessary support and assistance in a timely manner so as not to delay the services of the **ENGINEER**;
- 2.2 The **OWNER** shall provide all criteria and full information as to **OWNER's** requirements for the professional services required and designate in writing a person with authority to act on the **OWNER's** behalf on all matters concerning the work effort;
- 2.3 The **OWNER** shall furnish to **ENGINEER** all existing studies, reports and other available data pertinent to the work, obtain or authorize **ENGINEER** to obtain or provide additional reports and data as required, and furnish to **ENGINEER** services of others required for the performance of **ENGINEER's** services hereunder, and **ENGINEER** shall be entitled to use and rely upon all such information and services provided by **OWNER** or others in performing **ENGINEER's** services under this agreement;
- 2.4 The **OWNER** shall arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services hereunder; and
- 2.5 The **OWNER** shall bear all costs incident to compliance with the requirements of this Section.

3. PERIOD OF SERVICE

- 3.1 The general services authorized by this Agreement shall be preformed in accordance with this Agreement during calendar year 1995;
- 3.2 The general services performed after calendar year 1995 shall be provided in accordance with an amendment to this Agreement setting forth such new conditions, responsibilities, duties and hourly rates as may be mutually agreed upon between the **OWNER** and **ENGINEER**; and
- 3.3 The general services for the work authorized by this Agreement shall be considered complete upon the acceptance of the work product by **OWNER** or upon the passage of thirty (30) days after the date the deliverable is submitted to the **OWNER**, whichever date is earlier.

4. COMPENSATION TO THE ENGINEER

- 4.1 The **ENGINEER** shall provide the general services authorized herein on an hourly basis in accordance with the standard hourly billing rates of the **ENGINEER**, a copy of which is attached hereto for calendar year 1995;
- 4.2 The **ENGINEER** shall notify the **OWNER** of the standard hourly billing rates that shall apply to the services rendered under this Agreement no less than annually after calendar year 1995;
- 4.3 The **OWNER** shall compensate the **ENGINEER** for the general services authorized by this Agreement in accordance with the hourly rates, plus direct reimbursable expenses including printing, postage, travel, subsistence and the like;
- 4.4 The **ENGINEER** shall submit monthly invoices for the general services rendered in accordance with the hourly rates, and shall invoice for the direct expenses incurred at cost;
- 4.5 The **OWNER** shall make prompt monthly payments to the **ENGINEER** for services rendered;
- 4.6 The **ENGINEER**'s general services and hourly rates are provided on the basis of prompt payment by the **OWNER** of invoices rendered and continuous progress on the work by the **ENGINEER** until submission of work product;

- 4.7 If the **OWNER** fails to make any payment due the **ENGINEER** for services and expenses within thirty (30) days after receipt of **ENGINEER**'s statement, the amounts due **ENGINEER** will be increased at the rate of 1% per month from said thirtieth (30th) day, and in addition, **ENGINEER** may, after giving seven (7) day's written notice to **OWNER**, suspend services under this Agreement until **ENGINEER** has been paid in full all amounts due for services, expenses and charges.

5. **COST CONTROL**

- 5.1 The **OWNER**'s budgetary requirements and considerations with respect to each work effort shall be established by mutual agreement between the **OWNER** and **ENGINEER**; and

- 5.2 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by **ENGINEER** hereunder will be made on the basis of **ENGINEER**'s experience and qualifications, and represent **ENGINEER**'s best judgment as an experienced and qualified design professional. It is recognized, however, the **ENGINEER** does not have control over the cost of labor, material, equipment, or services furnished by others, or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the work authorized herein must of necessity be speculative until completion of its detailed design. Accordingly, **ENGINEER** does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by **ENGINEER** to **OWNER** hereunder.

6. **GENERAL CONSIDERATIONS**

- 6.1 All documents prepared or furnished by **ENGINEER**, and **ENGINEER**'s independent professional associates and consultants, pursuant to this Agreement are instruments of service and **ENGINEER** shall retain an ownership and property interest therein. **OWNER** may make and retain copies for information and interest therein. **OWNER** may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by **OWNER** or others. Any reuse without written verification of adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER**'s sole risk and without liability or legal exposure to **ENGINEER** or to **ENGINEER**'s independent professional associates and consultants, from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification of adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**;

- 6.2 The obligations to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated for failure of the **OWNER** to perform, the **ENGINEER** shall be paid for all services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus a reasonable fee to be mutually agreed upon at the appropriate time by both parties to account for **ENGINEER**'s rescheduling adjustments, reassignment of personnel and related costs incurred due to termination;
- 6.3 **OWNER** and **ENGINEER** each is hereby bound and the partners, successors, executors, administrators and legal representatives of **OWNER** and **ENGINEER**, and to the extent permitted by paragraph 6.4, the assigns of **OWNER** and **ENGINEER**, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements and obligations of the Agreement;
- 6.4 Neither **OWNER** nor **ENGINEER** shall assign, sublet or transfer any rights under or interest in, including, but without limitation, moneys that are due, this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent **ENGINEER** from employing such independent professional associates and consultants as **ENGINEER** may deem appropriate to assist in the performance of services hereunder;
- 6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than **OWNER** and **ENGINEER**, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of **OWNER** and **ENGINEER**, and not for the benefit of any other party;
- 6.6 The **ENGINEER** has not been retained or compensated to provide design or construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work but not relating to the final or completed structure. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retainment of excavations and any excavations and any erection methods and temporary bracing.
- 6.7 This Agreement together with such amendments which shall be added from time to time constitutes the entire Agreement between **OWNER** and **ENGINEER** and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

7. **SPECIAL PROVISIONS**

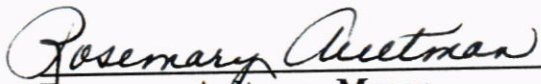
- 7.1 **ENGINEER's Insurance:** The **ENGINEER** shall acquire and/or maintain statutory workmen's compensation insurance coverage, professional liability coverage for errors and omissions, employer's liability, and general liability insurance coverage for the life of this Agreement.

8. **EXECUTION**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF CLINTON, MISSISSIPPI

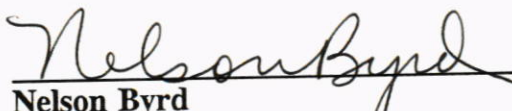
ALFORD ENGINEERING


Rosemary Aultman, Mayor


S.F. Alford, III, P.E.

ATTEST:

ATTEST:


Nelson Byrd
City Clerk


Jerry L. Tullos, P.E.

STANDARD HOURLY BILLING RATES

1995

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$75.00
Project Manager/Engineer	70.00
Engineering Technician	35.00
Registered Surveyor	48.00
Designer/Draftsman	33.00
Computer Aided Design (CAD)	33.00
Clerical	25.00
Resident Project Representative	35.00
Survey Party (3-Men)	85.00

ACORD. CERTIFICATE OF INSURANCE

JL ISSUE DATE (MM/DD/YY)

ADFOR-1

01/19/95

PRODUCER

Allred, Bryson & Bailey, Inc.
PO Box 16174
Jackson MS 39236-6174

Samuel L. Bryson
601-982-5501

INSURED

Alford Engineering
S. F. Alford, III dba
P.O. Box 16621
Jackson MS 39236

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Security Ins. Co. of Hartford
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$ 250,000
	COMMERCIAL GENERAL LIABILITY	PL89021602	05/01/94	05/01/95	PRODUCTS-COMP/OP AGG. \$
	☒ CLAIMS MADE ☐ OCCUR.				PERSONAL & ADV. INJURY \$
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 250,000
A	☒ Professional Liab				FIRE DAMAGE (Any one fire) \$
					MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE— POLICY LIMIT \$
					DISEASE— EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Samuel L. Bryson

Samuel L. Bryson

ACORD 25-S (7/90)

© ACORD CORPORATION 1990

ACORD. CERTIFICATE OF INSURANCE

DV
JR-1

DATE (MM/DD/YY)
01/23/95

PRODUCER

ACEC/Marsh & McLennan
10 South Broadway
St. Louis MO 63102

800-648-7631

INSURED

Alford Engineering
S.F. Alford, III
P.O. Box 16621
Jackson MS 39236-6621

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COMPANIES AFFORDING COVERAGE

COMPANY
A Hartford Insurance Company

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	84SBKCW5966	11/01/94	11/01/95	GENERAL AGGREGATE \$ 2000000
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2000000
	☐ CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 1000000
	☐ OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 300000
					MED EXP (Any one person) \$ 10000
A	AUTOMOBILE LIABILITY	84UENNU5739	11/01/94	11/01/95	COMBINED SINGLE LIMIT \$ 750000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	84SBKCW5966	11/01/94	11/01/95	EACH OCCURRENCE \$ 1000000
	☒ UMBRELLA FORM				AGGREGATE \$ 1000000
	☐ OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☒ STATUTORY LIMITS
	☐ THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EACH ACCIDENT \$ 100000
	☐ INCL				DISEASE - POLICY LIMIT \$ 500000
	☐ EXCL				DISEASE - EACH EMPLOYEE \$ 100000
	OTHER	84WJAN3408	11/01/94	11/01/95	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CTYCLIN

CITY OF CLINTON, MISSISSIPPI
RICHARD BROOME
P.O. BOX 156
CLINTON MS 39060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Stephen G. Gelfa

ACORD CORPORATION 1993

ACORD 25-S (3/93)