

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, APRIL 15, 2014 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Phil Fisher

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Brabham followed by the pledge of allegiance to the flag led by Alderman Ellis.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 David Ellis – Alderman Ward 1
 Jim Martin – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Greg Cronin – Alderman Ward 4
 Jan Cossitt – Alderwoman Ward 5
 Mike Cashion – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A - L

MOTION made by Alderwoman Cossitt and **SECONDED** by Alderman Barnett to approve the Consent Agenda Items A-L. **MOTION CARRIED UNANIMOUSLY**

DEPARTMENT HEAD REPORTS

Mike Warren, Police Chief reported to the board the statistics for calls for service, traffic stops, number of tickets written, and number of arrests for the period March 24, 2014 through April 6, 2014 as compared to the same period in 2013. He announced that the Clinton Police Department would be assisting the Hinds County Sheriff's Office with Operation Bunny Hop, and he reviewed with the board upcoming training events for supervisors and officers.

Barry Burnside, Fire Chief reported the statistics on the number of service calls including medical and fire calls for the period April 1, 2014 through April 15, 2014 as compared to the same period in 2013. He also updated the board on other activities the Fire Department was involved in. These activities were a visit by the First United Methodist Church children's group, the Relay for Life event to be held on April 18, 2014, and the upcoming FBI active shooter after action event to be held April 16, 2014.

Mike Parker, Director of Public Works gave the board an update on the City Wide Cleanup event that was held March 29, 2014 through April 5, 2014. He also informed the board that another City Wide Cleanup event would be held this fall along with a hazardous waste day. He also informed the board that the NRCS drainage projects have been completed, and that he would be meeting with the Parks and Recreation staff to discuss recycling efforts in the City's parks.

BOARD OF ALDERMEN DISCUSSION AND REPORTS

After Alderman Cashion, Alderman Ward 6 discussed the amendments he proposed to the City of Clinton's Noise Ordinance the following motion was made:

APPROVE SETTING A PUBLIC HEARING FOR MAY 20, 2014 AT 7:00 PM IN THE MUNICIPAL COURTROOM LOCATED AT 305 MONROE STREET IN THE CITY OF CLINTON, MISSISSIPPI TO DISCUSS AMENDMENTS TO THE CITY OF CLINTON'S NOISE ORDINANCE

Upon presentation by Mike Cashion, Alderman Ward 6, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Ellis the board approved setting a Public Hearing for May 20, 2014 at 7:00 pm in the Municipal Courtroom located at 305 Monroe Street in the City of Clinton, Mississippi to discuss amendments to the City of Clinton's Noise Ordinance. **MOTION CARRIED UNANIMOUSLY**

MAYOR'S DISCUSSION AND REPORTS

APPROVE A PROCLAMATION DECLARING THE WEEK OF MAY 18, 2014 THROUGH MAY 24, 2014 AS PUBLIC WORKS WEEK

Upon presentation by Phil Fisher, Mayor, **MOTION** made by Alderman Martin and **SECONDED** by Alderman Brabham the board approved a Proclamation declaring the week of May 18, 2014 through May 24, 2014 as Public Works Week. **MOTION CARRIED UNANIMOUSLY**

APPROVE A PROCLAMATION DECLARING FRIDAY APRIL 18, 2014 AS RELAY FOR LIFE DAY IN CLINTON AND TO ENCOURAGE RESIDENTS TO PARTICIPATE IN THE EVENT IN OLDE TOWNE FROM 6:00 PM THROUGH 11:00 PM

Upon presentation by Phil Fisher, Mayor, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Cashion the board approved a Proclamation declaring Friday April 18, 2014 as Relay for Life Day in Clinton and to encourage residents to participate in the event in Olde Towne from 6:00 pm through 11:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVE A PROCLAMATION DECLARING APRIL 30, 2014 AS NATIONAL WINDOW FILM DAY IN THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Phil Fisher, Mayor, **MOTION** made by Alderman Cronin and **SECONDED** by Alderwoman Cossitt the board approved a Proclamation declaring April 30, 2014 as National Window Film Day in the City of Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

APPROVE A REQUEST FOR THE MAYOR TO APPROVE A QUANTITY COST ADJUSTMENT AND A REVISED GOVERNMENT ESTIMATE FOR THE PINEHAVEN ROAD PROJECT

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Cossitt the board approved a request for the Mayor to approve a quantity cost adjustment and a revised government estimate for the Pinehaven Road project. **MOTION CARRIED UNANIMOUSLY**

APPROVE A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI (THE CITY") APPROVING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF A NEGOTIABLE NOTE IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR STREET IMPROVEMENTS FOR THE CITY'S PINEHAVEN DRIVE EXPANSION PROJECT, INCLUDING THE CONSTRUCTION, IMPROVEMENT OR PAVEMENT OF STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, OR PUBLIC PARKING FACILITIES; THE CONSTRUCTION OF BRIDGES AND CULVERTS; THE CONSTRUCTION AND IMPROVEMENT OF SANITARY, STORM, DRAINAGE, OR SEWER SYSTEMS; THE COST OF ISSUANCE FOR THE NOTES; AND FOR OTHER RELATED IMPROVEMENTS WITHIN THE CITY

Upon presentation by J. Troy Johnston, with Butler, Snow, O'Mara, Stevens & Cannada, PLLC, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Martin the board approved a resolution of the Board of Aldermen of the City of Clinton, Mississippi ("The City") approving the employment of professionals in connection with the issuance of a negotiable note in the principal amount of not to exceed three hundred fifty thousand dollars (\$350,000) to raise money for the purpose of providing funds for street improvements for the City's Pinehaven Drive Expansion Project, including the construction, improvement or pavement of streets, sidewalks, driveways, parkways, walkways, or public parking facilities; the construction and improvement of bridges and culverts; the construction and improvement of sanitary, storm, drainage, or sewer systems; the cost of issuance for the notes; and for other related improvements within the City. **MOTION CARRIED UNANIMOUSLY**

APPROVE A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI ("THE CITY") TO ISSUE A NEGOTIABLE NOTE SERIES 2014, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR STREET IMPROVEMENTS FOR THE CITY'S PINEHAVEN DRIVE EXPANSION PROJECT, INCLUDING THE CONSTRUCTION, IMPROVEMENT OR PAVEMENT OF STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, OR PUBLIC PARKING FACILITIES; THE CONSTRUCTION AND IMPROVEMENT OF BRIDGES AND CULVERTS; THE CONSTRUCTION AND IMPROVEMENT OF SANITARY, STORM, DRAINAGE, OR SEWER SYSTEMS; THE COST OF ISSUANCE FOR THE NOTES AND FOR OTHER RELATED IMPROVEMENTS WITHIN THE CITY; AND DIRECTING PUBLICATION OF NOTICE OF NOTE SALE - \$350,000

Upon presentation by J. Troy Johnston, with Butler, Snow, O'Mara, Stevens & Cannada, PLLC, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Brabham the board approved a resolution declaring the intention of the Mayor and Board of Aldermen of the City of Clinton, Mississippi ("The City") to issue a negotiable note, Series 2014, in the principal amount of not to exceed three hundred fifty thousand dollars (\$350,000) to raise money for the purpose of providing funds for street improvements for the City's Pinehaven Drive Expansion Project, including the construction, improvement or pavement of streets, sidewalks, driveways, parkways, walkways, or public parking facilities; the construction and improvement of bridges and culverts; the construction and improvement of sanitary, storm, drainage, or sewer systems; the cost of issuance for the notes and for other related improvements within the City; and directing publication of notice of note sale - \$350,000. **MOTION CARRIED UNANIMOUSLY**

APPROVE A RESOLUTION TO APPROVE ONE ADDITIONAL PAYMENT (13TH CHECK) TO RETIREES OF THE CITY OF CLINTON FIRE AND POLICE DISABILITY RELIEF FUND FOR 2014

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Cashion the board approved a resolution to approve one additional payment (13th check) to retirees of the City of Clinton Fire and Police Disability Relief Fund for 2014. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE OPENING OF A POLICE PRECINCT ON HIGHWAY 80 IN THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderwoman Cossitt and **SECONDED** by Alderman Barnett the board denied the opening of a police precinct in the Hammett Crossing Shopping Center on Highway 80 in the City of Clinton, Mississippi. **MOTION CARRIED 5 TO 2 WITH ALDERMAN BRABHAM, ELLIS, MARTIN, BANNETT AND ALDERWOMAN COSSITT VOTING AYE AND ALDERMAN CRONIN AND CASHION VOTING NAY**

APPROVE A REQUEST TO APPROVE A NEW CAREER DEVELOPMENT PLAN, ORGANIZATIONAL STRUCTURE AND PAY SCHEDULE FOR THE CLINTON POLICE DEPARTMENT

Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderman Ellis and **SECONDED** by Alderwoman Cossitt the board approved the request to approve a new career development plan, organizational structure and pay schedule for the Clinton Police Department. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE RETIRED POLICE OFFICER KAY WADDELL TO PURCHASE HER DEPARTMENT ISSUED SIDEARM FOR THE PRICE OF \$1.00 AS AUTHORIZED BY MISSISSIPPI CODE SECTION 45-9-131

Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Brabham the board approved authorizing retired Police Officer Kay Waddell to purchase her department issued sidearm for the price of \$1.00 as authorized by Mississippi Code Section 45-9-131. **MOTION CARRIED UNANIMOUSLY**

ACCEPT ANONYMOUS DONATIONS TOTALING \$3,000.00 FROM CLINTON BUSINESSMEN FOR THE PURPOSE OF STARTUP FUNDING FOR DRUG INTERDICTION/STREET LEVEL NARCOTICS PROGRAM

Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Ellis the board accepted anonymous donations totaling \$3,000.00 from Clinton businessmen for the purpose of startup funding for drug interdiction/street level narcotics program. **MOTION CARRIED UNANIMOUSLY**

APPROVE AN APPLICATION AND CERTIFICATE FOR PAYMENT NUMBER 12 FOR PAY PERIOD ENDING OCTOBER 31, 2013, IN THE AMOUNT OF \$73,900.00 FOR THE CLINTON FIRE DEPARTMENT STATION NO. 2 AT 911 OLD VICKSBURG ROAD

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Brabham the board approved an application and certificate for payment number 12 for pay period ending October 31, 2013, in the amount of \$73,900.00 for the Clinton Fire Department Station No. 2 at 911 Old Vicksburg Road. **MOTION CARRIED UNANIMOUSLY**

APPROVE DECLARING THE ASSETS FROM THE CLINTON FIRE DEPARTMENT LISTED ON THE ATTACHED LIST AS SURPLUS PROPERTY, AND FUTHERMORE AUTHORIZING THE SALE/DESTRUCTION OF SAID PROPERTY

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Cronin and **SECONDED** by Alderman Ellis the board approved declaring the assets from the Clinton Fire Department listed on the attached list as surplus property, and furthermore authorized the sale/destruction of said property. **MOTION CARRIED UNANIMOUSLY**

ACCEPT A DONATION FROM THE CLINTON COMMUNITY DEVELOPMENT FOUNDATION FOR \$5,800.00 FOR THE "EVERY CHILD PLAYS" HANDICAPPED SWING SET PROJECT AT BRIGHTON PARK

Upon presentation by Cole Smith, Assistant Director of Maintenance Services in the Parks and Recreation Department, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board accepted a donation from the Clinton Community Development Foundation for \$5,800.00 for the "Every Child Plays" handicapped swing set project at Brighton Park. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

APPROVE REMOVING FOR THE TAX YEAR 2013 A TAX LIEN ASSESSMNET FOR PROPERTY CLEANING OF \$1,550.00 FOR PARCEL #2860-835-76 LOCATED IN THE CITY OF CLINTON MISSISSIPPI THAT WAS MADE IN ERROR

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Martin the board approved removing for the tax year 2013 a tax lien assessment for property cleaning of \$1,550.00 for parcel #2860-835-76 located in the City of Clinton, Mississippi that was made in error. **MOTION CARRIED UNANIMOUSLY**

**APPROVE THE RECOMMENDATION OF THE CITY OF CLINTON'S
HISTORICAL PRESERVATION COMMITTEE TO SUBMIT AN APPLICATION
FOR THE CITY TO BECOME A CERTIFIED LOCAL GOVERNMENT**

Upon presentation by George French, Grants Coordinator and Tara Lytal, Director of Main Street, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Cossitt the board approved the recommendation of the City of Clinton's Historical Preservation Committee to submit an application for the City to become a Certified Local Government.
MOTION CARRIED UNANIMOUSLY

ADJOURN 8:28 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Cossitt to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held May 6, 2014 at 7:00 p. m. **MOTION CARRIED UNANIMOUSLY**

APPROVED: _____

Philip R. Fisher, Mayor

Date

4/17/14

ATTEST: _____

Russell L. Wall, City Clerk

Date

4-17-14



LEASE AGREEMENT

THIS LEASE, made in Clinton, Mississippi, effective on the 1st day of January, 2014 between **JAMES D. RILEY, JR., Clinton, Hinds County, Mississippi**, hereinafter referred to as "Lessor", and **CITY OF CLINTON, Hinds County, Mississippi**, hereinafter referred to as "Lessee".

WITNESSETH:

Lessor, for and in consideration of the agreements of Lessee hereinafter mentioned, hereby leases and lets to Lessee, and Lessee hereby leases from Lessor, the premises in Hinds County, Clinton, Mississippi, described as follows:

1448 Northside Drive, Clinton, Mississippi 39056

This Lease is for a term of twelve (12) months, beginning on **January 01, 2014** and ending on **December 31, 2014**.

A. AGREEMENTS OF LESSEE:

Lessee, in consideration of said leasing, agrees:

1. To pay as rent for the premises the sum of **\$27,000.00**, in a lump sum no later than April 18th, 2014.
2. To pay all charges for lights, gas, and water furnished to or supplied to all or any part of the leased premises.
3. To pay all taxes and assessments, ordinary and extraordinary, general and specific, including the same of term of lease, which may be levied or assessed on or to the premises, except taxes assessed to real estate shall be borne by the Lessor.
4. To use and occupy the premises for office purposes and storage and not to use the premises for any unlawful purpose.
5. To keep the premises in as good repair as the same shall be at the commencement of the term; wear and tear arising from the reasonable use of the same and damages by the elements accepted.

6. Not to assign the Lease or sublet the premises or any portion of the same without written consent of Lessors, and permission to do so shall be in the exclusive discretion of Lessors. Lessors will not unreasonably withhold such consent.
7. Lessee has examined and knows the condition of the premises which is leased hereby and has received the same in as is condition, except as herein otherwise specified, and no representations as to condition or repair thereof have been made to Lessee by Lessor, or their agents, prior to or at one time of execution of this Lease and Agreement.
8. At expiration of this Lease to give peaceable possession of the premises to the Lessors in as good condition as they are now situated, the usual wear and tear, inevitable accidents and the loss by fire, tornado windstorm and other natural disasters excepted.
9. To observe and comply with all the rules, regulations and laws now in effect or which may be enacted during the term or the continuance of this Lease, whether the same be by any municipal, county, state or federal authorities having jurisdiction over premises made the subject hereof.
10. Failure of the Lessor to insist on the strict-performance of the terms, agreements and conditions herein contained, or any portion thereof, shall not constitute or be construed as a waiver or relinquishment of Lessor's right to thereafter enforce any such term, agreement or condition, but the same shall continue in full force and effect.
11. It is fully understood by Lessee that Lessor shall not be held liable or responsible for any damage to or theft of Lessee's property inside or around said property no matter what the cause. Lessee agrees it will take full responsibility for its own property and carry insurance to insure against such losses.

B. AGREEMENTS OF LESSOR

Lessor, in consideration of the agreements of the Lessee set forth above, agrees as follows:

1. Lessor agrees that the Lessee is to perform all maintenance, including heating units, cooling units, plumbing, lights, window and door glass, pipe, electric, structure and all other items necessary to operate said business.
2. Lessee may make such alterations, additions or improvements in such parts of the building as they may deem necessary for the purposes, provided, however, written consent of Lessor is first obtained.

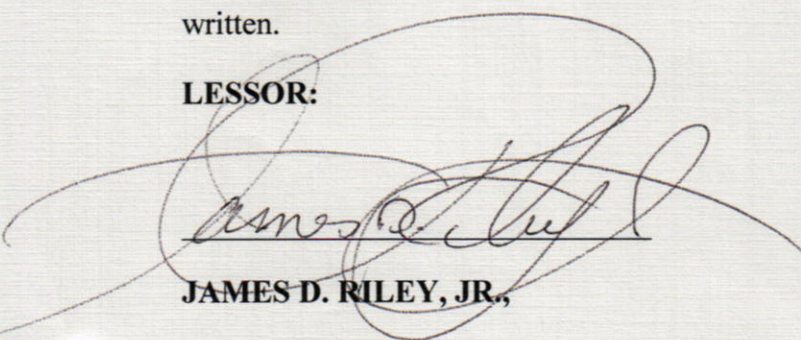
3. After the lease has expired the Lessee shall have an option for another year at the same price of \$27,000.00. After that the Lease terms shall be renegotiated between Lessee and Lessor. If new terms cannot be agreed upon then the Lessee shall have thirty days in which to vacate the premises. Lessee shall still pay the same monthly rental during these thirty days while vacating the premises.
4. All fixtures erected in or attached to premises by Lessee may be removed by Lessee at the termination of this Lease, provided (a) Lessee shall not then be in default in the performance of any of its agreements herein, (b) that such removal shall not permanently damage the building, and the removal shall be made before the expiration of this Lease or any extension thereof.

C. MUTUAL AGREEMENTS OF LESSOR AND LESSEE

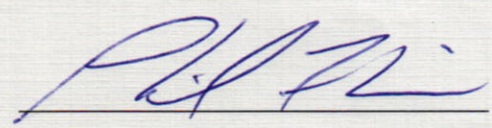
1. Notices and demands by either Lessor or Lessee may be given by registered mail with postage prepaid, addressed to Lessor at 203 Clinton Parkway, Clinton, MS 39056, or Lessee at City of Clinton, Attn: City Clerk, P.O. Box 156, Clinton, MS 39060-0156, subject to the right to either the Lessor or Lessee to designate by notice in writing at a new address to which said notices or demands must be sent.
2. All agreements, conditions and undertakings herein contained shall extend to and be binding on the representatives, heirs, executors, administrators, successors and assigns, of respected parties hereto as if they were in all cases named.
3. WHEREVER the words "Lessor" and "Lessee" are used herein they shall be read as "Lessors" and "Lessees" in all cases where there is more than one Lessor and/or Lessee and with necessary grammatical changes as if duly made herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSOR:


JAMES D. RILEY, JR.,

LESSEE: CITY OF CLINTON


By: PHIL FISHER,

CITY OF CLINTON, MAYOR

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

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

BEVERLY BENNETT

an authorized clerk of THE CLARION-LEDGER, a 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:

4/23/2014

Size: 111 words / 1.00 col. x 35.00 lines

Published: 1 time(s)

Total: \$21.82

Signed Beverly Bennett
Authorized Clerk of
The Clarion-Ledger

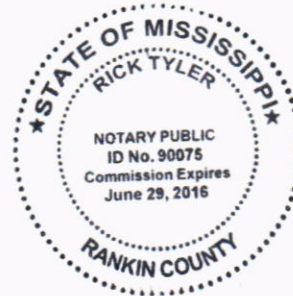
SWORN to and subscribed before me on 4/23/2014.

Rick Tyler
Notary Public

RICK TYLER

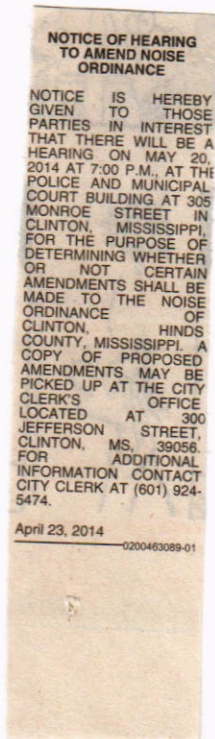
Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



PASTE PROOF HERE

C19341
CITY OF CLINTON-LEGALS,
0200463089
Noise Ordinance Hearing



Amend Section 34-33 "Specific Unlawful Noises" to include;

(15) The creation of loud and excessive noises in connection with the removal of trash from commercial dumpsters or other trash/debris removal operations affecting any residentially zoned area of the city between the hours of 10:00pm and 6:30 am.

Amend Sec 34-35 Permits; designation of quiet zone

(c) *Variance for time restrictions for commercial trash removal*
Variances will only be considered for modification of service
times. The Chief of Police may grant a service time variance if the applicant can prove that special conditions and circumstances exist which are peculiar to the specific location involved and which are not applicable to other locations in the same type of residential area.

The application shall include a physical location description; location map; the exact nature of the requested variance; the grounds upon which the variance is requested; and/or such other information as may be required by the Chief of Police.

PROCLAMATION

WHEREAS:

public works infrastructure, facilities and services are of vital importance to the health, safety and well-being of the people of Mississippi; and

WHEREAS:

such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from State and local units of Government and the private sector, who are responsible for and must plan, design, build, operate and maintain the transportation, water supply, sewage and refuse disposal systems, public buildings and other structures and facilities essential to serve our citizens; and

WHEREAS:

it is in the public interest for the citizens and civic leaders of Mississippi to gain knowledge of and to maintain a progressive interest in the public works needs and programs of their respective communities; and

WHEREAS:

the year 2014 marks the 54th annual National Public Works Week sponsored by the American Public Works Association:

NOW, THEREFORE:

I, Phil Fisher, Mayor of the City of Clinton, Mississippi, hereby proclaim the week beginning May 18th and ending May 24th, 2014, as

PUBLIC WORKS WEEK

in the City of Clinton, Mississippi and urge citizens to join with representatives of governmental agencies to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.



Phil Fisher, Mayor
City of Clinton

RELAY FOR LIFE PROCLAMATION

WHEREAS, Relay For Life is the signature activity of the American Cancer Society and celebrates cancer survivors (anyone who has ever been diagnosed with cancer) and caregivers, and remembers those lost to the disease; and empowers individuals and communities to fight back against cancer and

WHEREAS, money raised during the American Cancer Society Relay For Life of Clinton, MS helps the Society save lives and create more birthdays by helping individuals stay well, get well, find cures and fight back.; and

WHEREAS, Relay For Life of Clinton, MS helps make possible programs such as free wigs and head wear from the wig bank, rides to and from treatment, Look Good...Feel Better sessions for women undergoing treatment, support networks, and cancer care specialists who are there to answer your questions 24/7 any time or day of the week at 1-800-227-2345 and funds more than \$100 million in cancer research each year;

NOW, THEREFORE, BE IT RESOLVED, that I, Phillip Fisher, Mayor of Clinton, Mississippi do hereby proclaim April 18-19, 2014 as,

"RELAY FOR LIFE DAY"

in Clinton and encourage citizens to participate in the Relay For Life of Clinton, MS an overnight event, on April 18, 2014 in Olde Towne Clinton from 6:00 pm to 11:00 pm.

April 15, 2014



Phil Fisher, Mayor

National Window Film Day Proclamation City of Clinton, Mississippi

Whereas; Window Film aids in the savings of significant energy in the City of Clinton...

Whereas; Window Film provides a more safe and secure environment for home owners, public buildings and retail establishments...

Whereas; Window Film helps to screen out dangerous solar rays from impacting the health of commercial drivers to help protect them from skin cancer and their eyes from solar glare...

Whereas; Window Film has been proven to be one of the most cost-effective means of reducing our carbon footprint...

And Whereas; window film is installed by 100s of small businesses in the City of Clinton offering significant economic benefits at all levels from employment to energy savings to improved health to the reduction of our carbon footprint...

THEREFORE; LET IT BE RESOLVED that the *Honorable , Mayor Phil Fisher, Mayor of the City of Clinton* offers this Proclamation recognizing the many benefits of window film to our economy, health and quality of life...

LET IT BE FURTHER RESOLVED that our citizens and business owners should have more awareness of the many benefits that window film offers...

LET IT BE FURTHER RESOLVED that the window film industry is committed to the education of the public about all of the benefits of window film through a nonprofit trade association known as the International Window Film Association...

BE IT RESOLVED THAT April 30, 2014 be declared as National Window Film Day in the City of Clinton in recognition of the citizens who manufacture, distribute, install window film and also the industry association that educates the public about the many benefits of window film.



Phil Fisher, Mayor
Clinton, MS

CITY OF CLINTON, MISSISSIPPI
QUANTITY ADJUSTMENT

1. QUANTITY ADJUSTMENT NO. 1 2. PROJECT NO. STP-7306-00(004) LPA 104102-801000
3. DATE 4/7/2014 4. LPA CITY OF CLINTON, MISSISSIPPI
5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension
1	203-EX040 Borrow Excavation	14,901	44,542	29,641	CY	11.50	340,871.50
Reason: MATERIAL IN THE CUT AREA WERE ORIGINALLY DESIGNED TO BE REUSED AS UNCLASSIFIED. AFTER EXCAVATION, THIS MATERIAL WAS DEEMED UNSUITABLE; THEREFORE ADDITIONAL BORROW WAS NEEDED.							
2				0			0.00
Reason:							
3				0			0.00
Reason:							
4				0			0.00
Reason:							
5				0			0.00
Reason:							
6				0			0.00
Reason:							

6. Original Cost Estimate for Project: Dated 4/15/2013 \$ 6,775,700.00
7. Changes by Previous Quantity Adjustment(s) \$
8. Changes This Quantity Adjustment QA1 \$ 340,871.50
9. a. Original Construction Engineering and Contingencies \$ 779,851.40
b. Less - Total of All Quantity Adjustments to Date \$ 340,871.50
c. Less - Construction Engineering Expenses to Date \$ 480,138.13
d. Equals - Remaining Const. Eng and Contingencies \$ -41,158.23
10. Revised Total Estimated Cost of Project \$ 6,819,738.23

Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

APPROVAL

Date Requested 4/7/14
Mary M. Bailey PE
Project Manager

Date Approved 4/15/14
[Signature]
LFA Official

The Mayor and Board of Aldermen of the City of Clinton, Mississippi (the "City"), acting for and on behalf of the City, took up for consideration the matter of employing professionals in connection with the issuance of a negotiable note of the City. After a discussion of the subject, Alderman BARBHAM offered and moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI (THE "CITY") APPROVING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF A NEGOTIABLE NOTE IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR STREET IMPROVEMENTS FOR THE CITY'S PINEHAVEN DRIVE EXPANSION PROJECT, INCLUDING THE CONSTRUCTION, IMPROVEMENT OR PAVEMENT OF STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, OR PUBLIC PARKING FACILITIES; THE CONSTRUCTION AND IMPROVEMENT OF BRIDGES AND CULVERTS; THE CONSTRUCTION AND IMPROVEMENT OF SANITARY, STORM, DRAINAGE, OR SEWER SYSTEMS; THE COST OF ISSUANCE FOR THE NOTES; AND FOR OTHER RELATED IMPROVEMENTS WITHIN THE CITY.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi (the "Governing Body" of the "City"), hereby finds, determines, adjudicates and declares as follows:

1. The Governing Body has determined that it is necessary to raise money for the purpose of providing funds for the street improvements for the City's Pinehaven Drive Expansion Project, including the construction, improvement or pavement of streets, sidewalks, driveways, parkways, walkways, or public parking facilities; the construction and improvement of bridges and culverts; the construction and improvement of sanitary, storm, drainage, or sewer systems; the cost of issuance for the notes; and for other related improvements within the City (the "Project"), all as authorized by the Act, defined below.

2. It is necessary and in the public interest for the City to issue a negotiable note pursuant to Sections 17-21-51 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), in the principal amount of not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) (the "Note"), to finance the cost of the Project.

3. That in order to prepare the necessary resolutions and documents for the sale and issuance of the Notes it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi, as bond counsel, Kenneth Dreher, Clinton, Mississippi, as counsel to the City, and Government Consultants, Inc., Jackson, Mississippi, as financial advisor to the City, to prepare and distribute such resolutions and documents necessary in order to facilitate the sale and issuance of the Note at a subsequent date subject to the approval of the Governing Body of the City.

4. Butler Snow LLP has presented its engagement letter to the Governing Body attached hereto as Exhibit A (the "Engagement Letter"), and it is acceptable to the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body hereby declares its intention to issue its Note to provide funds for the Project.

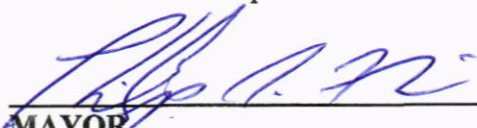
SECTION 2. The Governing Body hereby employs the law firm of Butler Snow LLP, Ridgeland, Mississippi, as bond counsel, Kenneth Dreher, Clinton, Mississippi, as counsel to the City, and Government Consultants, Inc., Jackson, Mississippi, as financial advisor to the City, all in connection with the sale and issuance of the Notes and further authorizes them to prepare the necessary resolutions and offering documents for the subsequent sale and issuance of the Notes subject to the approval of the Governing Body of the City.

SECTION 3. The Governing Body hereby approves the Engagement Letter and authorizes the Mayor to execute same.

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

Alderman Jehu Brabham	voted: <u>AYE</u>
Alderman David Ellis	voted: <u>AYE</u>
Alderman Jim Martin	voted: <u>AYE</u>
Alderman Greg Cronin	voted: <u>AYE</u>
Alderdwoman Jan Cossitt	voted: <u>AYE</u>
Alderman Mike Cashion	voted: <u>AYE</u>
<u>ALDERMAN BILL BARNETT</u>	<u>VOTED: AYE</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and this resolution adopted this the 15th day of April, 2014.


MAYOR

ATTEST:

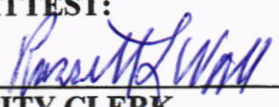

CITY CLERK



EXHIBIT A

ButlerSnow 20699050v2

BUTLER | SNOW

April 15, 2014

Mayor and Board of Aldermen
City of Clinton, Mississippi
300 Jefferson Street
Post Office Box 156
Clinton, Mississippi 39060-0156

Re: Negotiable Note, Series 2014, of the City of Clinton, Mississippi (the "City"),
in the Principal Amount of Not to Exceed Three Hundred Fifty Thousand Dollars
(\$350,000) (the "Note")

Dear Mayor and Aldermen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as note counsel to the City in connection with the issuance of the above-referenced Note. We understand that the Note is being issued for the purpose of providing funds for street improvements for the City's Pinehaven Drive expansion project therefor all pursuant to Sections 17-21-51 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"), and will be secured by the full faith and credit of the City as authorized by and provided in the Act. We further understand that the Note is proposed to be sold at a public sale in May 2014 or such subsequent date as determined by the Mayor and Board of Aldermen.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Note Opinion") regarding the validity and binding effect of the Note, the source of payment and security for the Note, and the excludability of interest on the Note from gross income for federal and State of Mississippi (the "State") income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Note and coordinate the authorization and execution of such documents;
3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Note, except that we will not be responsible for any required Blue Sky filings;
4. Review legal issues relating to the structure of the Note issue;
5. Pursue validation proceedings under State law;

Post Office Box 6010
Ridgeland, MS 39158-6010

J. TROY JOHNSTON
601.985.4419
troy.johnston@butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

T 601.948.5711 • F 601.985.4500 • www.butlersnow.com

BUTLER SNOW LLP

6. If applicable, assist the City in preparing the official statement (the "Official Statement") and subject to satisfactory completion of our review, provide to the Issuer written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading;

7. If necessary, assist the City in presenting information to bond or note rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Note;

8. Prepare and review the notice of sale pertaining to the competitive sale of the Note; and

9. If applicable, draft the continuing disclosure undertaking of the City.

Our Note Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Note. The Note Opinion will be based on facts and laws existing as of its date. In rendering our Note Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Note. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Note and its security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Note Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of note documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Note, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) If applicable, preparing Blue Sky or investment surveys with respect to the Note;

- (d) Drafting State constitutional or legislative amendments;
- (e) Pursuing test cases or other litigation, such as contested validation proceedings;
- (f) Making an investigation or expressing any view as to the creditworthiness of the City or the Note;
- (g) Except as described in paragraph 9 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Note or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;
- (h) Representing the City in IRS examinations or inquiries, or SEC investigations;
- (i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Note will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Note). Although our present engagement does not include rebate analysis and post-issuance advice relating to the Note, we would like to discuss with you a separate engagement involving rebate and other post-issuance compliance matters for the Note and other bond issues or notes that you may have issued on various occasions. This includes the drafting of a formal debt management policy and post-issuance tax compliance policy;
- (j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Note as mandated by SEC rules; or
- (k) Addressing any other matters not specifically set forth above that is not required to render our Note Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City has been engaged by the City to assist with the issuance of the Note, particularly as to the authorization, execution and delivery of note documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as note counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Note Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Note. Nevertheless, subsequent to Closing, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Note.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Note. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Note so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Note. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Note; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$2000, which includes our expenses such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses.

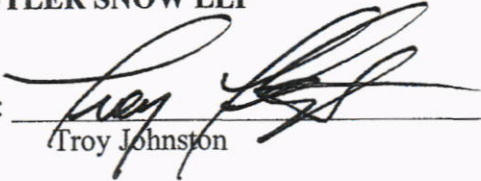
If the financing is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

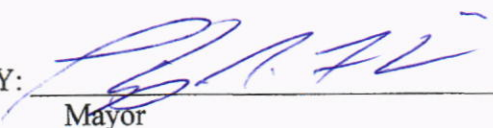
BUTLER SNOW LLP

By: 

Troy Johnston

Accepted and Approved:

CITY OF CLINTON, MISSISSIPPI

BY: 

Mayor

Dated: APRIL 16, 2014

Authorized by Resolution of the Mayor and Board of Aldermen dated April 15, 2014

The Mayor and Board of Aldermen of the City of Clinton, Mississippi (the "City"), acting for and on the City, took up for consideration the matter of issuing a Negotiable Note, Series 2014, of said City. After a discussion of the subject, Alderman BARNETT offered and moved the adoption of the following resolution:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI (THE "CITY"), TO ISSUE A NEGOTIABLE NOTE, SERIES 2014, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR STREET IMPROVEMENTS FOR THE CITY'S PINEHAVEN DRIVE EXPANSION PROJECT, INCLUDING THE CONSTRUCTION, IMPROVEMENT OR PAVEMENT OF STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS, OR PUBLIC PARKING FACILITIES; THE CONSTRUCTION AND IMPROVEMENT OF BRIDGES AND CULVERTS; THE CONSTRUCTION AND IMPROVEMENT OF SANITARY, STORM, DRAINAGE, OR SEWER SYSTEMS; THE COST OF ISSUANCE FOR THE NOTES AND FOR OTHER RELATED IMPROVEMENTS WITHIN THE CITY; AND DIRECTING PUBLICATION OF NOTICE OF NOTE SALE - \$350,000.

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

1. The City is authorized by Sections 17-21-51 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), to issue a note hereinafter proposed to be issued for the purposes and the amounts set forth in paragraph 2 of this preamble.

2. It is necessary and in the public interest to issue a Negotiable Note, Series 2014, of the City in the principal amount of not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) (the "Note") to raise money for the purpose of providing funds for street improvements for the City's Pinehaven Drive Expansion Project, including the construction, improvement or pavement of streets, sidewalks, driveways, parkways, walkways, or public parking facilities; the construction and improvement of bridges and culverts; the construction and improvement of sanitary, storm, drainage, or sewer systems; the cost of issuance for the Note; and for other related improvements within the City (the "Project"), all as authorized by the Act.

3. The Note will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

4. The Governing Body desires to authorize the sale of the Note at its meeting to be held at 7:00 o'clock p.m. on May 6, 2014.

5. The City reasonably expects that it will incur expenditures prior to the issuance of the Note, which it intends to reimburse with the proceeds of the Note upon the issuance thereof.

This declaration of official intent to reimburse expenditures made prior to the issuance of the Note in anticipation of the issuance of the Note is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY,
ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:**

SECTION 1. The Governing Body hereby declares its intention to issue a Negotiable Note, Series 2014, of the City in the principal amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) pursuant to the Act to raise money for the purpose of providing funds for the Project. The Note will be a general obligation of the City 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; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the debt service fund for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City, in accordance with the provisions of this resolution.

SECTION 2. (a) The assessed value of taxable property within the City, according to the last completed assessment for taxation, is Two Hundred Thirteen Million One Hundred Fifty-three Thousand Dollars (\$213,153,000); the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of Eighteen Million One Hundred Fifty Thousand Dollars (\$18,150,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of Eighteen Million One Hundred Fifty Thousand Dollars (\$18,150,000); the issuance of the Note, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City, and together with any outstanding debt issued pursuant to the Act will not exceed one percent (1%) of the assessed valuation of the City.

(b) The City has outstanding indebtedness issued under the Act in the amount Zero Dollars (\$0.00).

SECTION 3. The Governing Body proposes to direct the issuance of the Note of the City in the amount, for the purposes and secured as aforesaid at a meeting place of the Governing

Body at its meeting place in the City Hall in the City of Clinton, Mississippi, at the hour of 7:00 o'clock p.m. on May 6, 2014.

SECTION 4. (a) The terms and conditions for the Note and the form of the Note shall be those agreed upon between the City, acting for and on behalf of the City, and the party agreeing to purchase the Note and shall be in conformance with the requirements of the Act and this resolution.

(b) The Note will be subject to redemption prior to its stated date of maturity, at any time, at par, plus accrued interest to the date of redemption.

SECTION 5. As required by Section 17-21-53, Mississippi Code of 1972, as amended, the Clerk is hereby authorized and directed to give Notice by publishing an advertisement at least one (1) time in *Clarion Ledger*, a newspaper published in the City of Clinton, Mississippi, having a general circulation in the City, the 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:

[remainder of page left blank intentionally]

NOTICE OF NOTE SALE - \$350,000

BY THE CITY OF CLINTON, MISSISSIPPI

Sealed proposals will be received by the Mayor and Board of Aldermen of the City of Clinton, Mississippi (the "City"), at the office of the City Clerk of the City of Clinton, Mississippi, in the City Hall of the City, until the hour of 4:00 o'clock p.m. on May 6, 2014. Said bids will be publicly opened, read and considered at the hour of 7:00 o'clock p.m. on May 6, 2014, at the meeting of the Mayor and Board of Aldermen of the City, to be held in City Hall of the City, for the issuance of a \$350,000 Negotiable Note, Series 2014 (the "Note"), to mature as to principal and interest in five approximate equal installments due annually from the date of issuance thereof, commencing on the first anniversary of the date of the issuance of the Note. The terms and conditions for the Note and the form of the Note shall be those agreed upon between the City and the successful bidder for the Note and shall be in conformance with the Act and the Note Resolution, both as hereinafter defined; however, the rate of interest shall not exceed eleven percent (11%).

The Note is subject to redemption prior to its stated date of maturity, at any time, at par, plus accrued interest to the date of redemption.

The Note is authorized in accordance with Sections 17-21-51 *et seq.*, Mississippi Code of 1972, as amended, and by a resolution adopted by the Mayor and Board of Aldermen of the City on April 15, 2014 (the "Note Resolution") and is being issued for the purpose of providing funds for street improvements for the City's Pinehaven Drive Expansion Project, including the construction, improvement or pavement of streets, sidewalks, driveways, parkways, walkways, or public parking facilities; the construction and improvement of bridges and culverts; the construction and improvement of sanitary, storm, drainage, or sewer systems; the cost of issuance for the Note; and for other related improvements within the City (the "Project").

The Note will be a general obligation of the City 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; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the debt service fund for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City, in accordance with the provisions of the Note Resolution.

The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986. Under existing law, interest on the Note is exempt from present taxes imposed by the State of Mississippi and any county, municipality or other political subdivision of the State of Mississippi, except for inheritance, estate and transfer taxes.

The City has designated the Note as qualified tax-exempt obligations within the meaning and for the purposes of Section 265(b)(3) of the Code.

Proposals should be addressed to the Mayor and Board of Aldermen of the City of Clinton, Mississippi, Russell L. Wall, City Clerk of the City of Clinton, Mississippi, at his address of City Hall, 300 Jefferson Street, Clinton, Mississippi 39060, and should be plainly marked "Proposal for Negotiable Note, Series 2014", and should be filed with Russell L. Wall, the said City Clerk of the City of Clinton, Mississippi, at his address of City Hall, 300 Jefferson Street, Clinton, Mississippi 39060, on or prior to the date hereinabove fixed and set.

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 City of Clinton, Mississippi, in the amount of Seven Thousand Dollars (\$7,000) as a guaranty that the bidder will carry out its contract and purchase the Note if its bid be accepted.

Information with respect to the indebtedness may be obtained from the Office of the City Clerk of the City of Clinton, Mississippi at the City Hall, 300 Jefferson Street, Clinton, Mississippi 39060.

AN OFFERING DOCUMENT WILL NOT BE PREPARED IN CONNECTION WITH THE SALE AND ISSUANCE OF THE NOTE.

The principal amount of the Note is being issued in denomination of \$100,000 or more and is being sold to a single purchaser who will have knowledge and experience in financial and business matters making it capable of evaluating the merits and risks of the prospective investment. The Note shall be sold to a purchaser without a view for distributing said Note. The purchaser of said Note shall be required to execute a certification at closing to the effect that the Note is being purchased for the account of the purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12.

Published by order of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, on this the 15th day of April, 2014.



RUSSELL L. WALL, CITY CLERK
CITY OF CLINTON, MISSISSIPPI

PUBLISH: April 18, 2014

SECTION 6. The City hereby covenants that it will not make any use of the proceeds of the Note or do or suffer any other action that would cause: (i) the Note to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code"), and the Regulations promulgated thereunder; (ii) the interest on the Note to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Note to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 7. The City represents as follows:

(a) The City shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(b) The City shall take no action that would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(c) The City shall take all necessary action to have the Note registered within the meaning of Section 149(a) of the Code; and

(d) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Note.

SECTION 8. In accordance with Section 148(f)(4)(D) (the "Smaller Issuer Exception" requirements) of the Code, the City represents that: (i) it is a governmental unit of the State of Mississippi and is empowered to exercise general taxing powers; (ii) the Note is not "private activity bonds" as defined in Section 141 of the Code; (iii) ninety-five percent (95%) or more of the net proceeds of the Note are to be used for local governmental activities of the City; and (iv) the aggregate face amount of the tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code and certain current refunding bonds described in Section 148(f)(4)(D) of the Code) issued by the City during calendar year 2014 is not expected to exceed \$5,000,000.

SECTION 9. In the event that the aggregate principal amount of the tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code and certain current refunding bonds described in Section 148(f)(4)(D) of the Code) issued by the City, or on behalf of the City, during calendar year 2014 exceeds \$5,000,000, or if the City otherwise fails to meet the Small Issuer Exception, the City hereby covenants that it shall make, or cause to be made, the rebate payments required by Section 148(f) of the Code in the manner described in Regulation of §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified insofar as they apply to the Note.

SECTION 10. The City hereby designates the Note as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code. For purposes of this designation, the City hereby represents that:

(a) the City reasonably anticipates that the amount of tax-exempt obligations to be issued by it during the period from January 1, 2014, to December 31, 2014, and the amount of obligations designated as "qualified tax-exempt obligations" by it, will not exceed \$10,000,000 when added to the aggregate principal amount of the Note; and

(b) for purposes of this Section 10, the following obligations are not taken into account in determining the aggregate principal amount of tax-exempt obligations issued by the City: (i) a private activity bond as defined in Section 141 of the Code (other than a qualified 501(c)(3) bond, as defined in Section 145 of the Code); and (ii) any obligation issued to refund any other tax-exempt obligation (other than to advance refund within the meaning of Section 149(d)(5) of the Code) as provided in Section 265(b)(3)(c) of the Code.

SECTION 11. The interest on the Note is exempt from Federal income taxes under existing laws, regulations, rulings and judicial decisions with such exceptions as shall be required by the Internal Revenue Code of 1986. Under existing law, interest on the Note is exempt from present taxes imposed by the State of Mississippi and any city, municipality or other political subdivision of the State of Mississippi, except for inheritance, estate and transfer taxes.

SECTION 12. The principal amount of the Note is being issued in denomination of \$100,000 or more and is being sold to a single purchaser who will have knowledge and experience in financial and business matters making it capable of evaluating the merits and risks of the prospective investment. The Note shall be sold to a purchaser without a view for distributing said Note. The purchaser of said Note shall be required to execute a certification at closing to the effect that the Note is being purchased for the account of the purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of SEC Rule 15c2-12.

SECTION 13. The City reasonably expects that it will incur expenditures prior to the issuance of the Note, which it intends to reimburse with the proceeds of the Note upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Note in anticipation of the issuance of the Note is made pursuant to Department of Treasury Regulations Section 1.150-2 (the reimbursement regulations). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

SECTION 14. The Mayor, the City Clerk and the other officers of the City are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents as may be necessary to effectuate the purposes of this resolution.

SECTION 15. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

Alderman Jehu Brabham	voted: <u>AYE</u>
Alderman David Ellis	voted: <u>AYE</u>
Alderman Jim Martin	voted: <u>AYE</u>
Alderman Greg Cronin	voted: <u>AYE</u>
Alderwoman Jan Cossitt	voted: <u>AYE</u>
Alderman Mike Cashion	voted: <u>AYE</u>
Alderman <u>BILL BARNETT</u>	voted: <u>AYE</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and this resolution adopted this the 15th day of April, 2014.


MAYOR

ATTEST:


CITY CLERK

(SEAL)

ButlerSnow 20698590v2



**RESOLUTION TO APPROVE ONE ADDITIONAL PAYMENT (13TH CHECK)
TO RETIREES OF THE CITY OF CLINTON FIRE AND POLICE DISABILITY
RELIEF FUND FOR 2014**

WHEREAS, on October 16, 1990, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to enact legislation to authorize the City of Clinton to establish the payment of one (1) additional payment per year from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to be paid directly to retired members of said Fund, or the beneficiaries thereof, who on December 1 of each year are receiving retirement allowance under Section 21-29-39 of the Mississippi Code of 1972. The amount shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half percent (2 ½) of the annual retirement allowance for each full fiscal year that the retired member or beneficiary has actually drawn retirement payments from the date of retirement or the passage of the Act, whichever is the later date: and

WHEREAS, the Mississippi Legislature approved such request in the form of House Bill 1542, approved by the Governor on April 9, 1991, authorizing the governing authorities of the City of Clinton to establish the payment of an additional payment each year to retired members of the Clinton Fire and Police Disability and Relief Fund based on the change in the consumer price index; to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

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

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

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

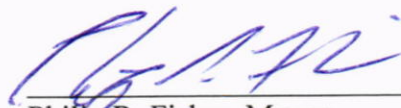
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the City hereby authorize the payment of one (1) additional payment from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to retired members of such disability and relief fund or beneficiaries thereof who on December 1, 2014, are receiving a retirement allowance under section 21-29-139, Mississippi Code of 1972. The amount of such payment shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half percent (2 ½) of the annual retirement allowance for each full fiscal year after June 30, 1990, that the retired member or beneficiary has actually drawn retirement payments from the date of retirement and further limited to a maximum of ten percent (10%) of the annual retirement allowance for any year.

BE IT FURTHER RESOLVED that the governing authorities of the City of Clinton hereby request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payment in accordance with House Bill No. 1542 and House Bill No. 1919 for the calendar year 2014.

Alderman Ellis moved that the foregoing Resolution be adopted. Alderman Cashion seconded the motion. The vote was as follows:

Alderman Brabham	AYE	Alderman Ellis	AYE
Alderman Martin	AYE	Alderman Barnett	AYE
Alderman Cronin	AYE	Alderwoman Cossitt	AYE
Alderman Cashion	AYE		

Approved on the 15th day of April, 2014.


Philip R. Fisher, Mayor

ATTEST:


Russell L. Wall, City Clerk



1. POLICE RECRUIT

- Status while in academy and field training (approximately 6 months total).

2. PROBATIONARY OFFICER

- Successful completion of academy and field training.
- No disciplinary action since hire date.
- Positive Performance appraisals.

3. PATROL OFFICER 3RD CLASS

- Successful completion of probationary period (18 months from hire date).
- Forms and Procedures test.
- No disciplinary action since hire date.
- Positive Performance appraisals.

4. PATROL OFFICER 2ND CLASS

- 2 years of service as a Patrol Officer 3rd Class.
- Successful completion of Field Training Officer certification.
- Primary Police Skills test.
- No disciplinary action within the past 12 months.
- Positive Performance appraisals.

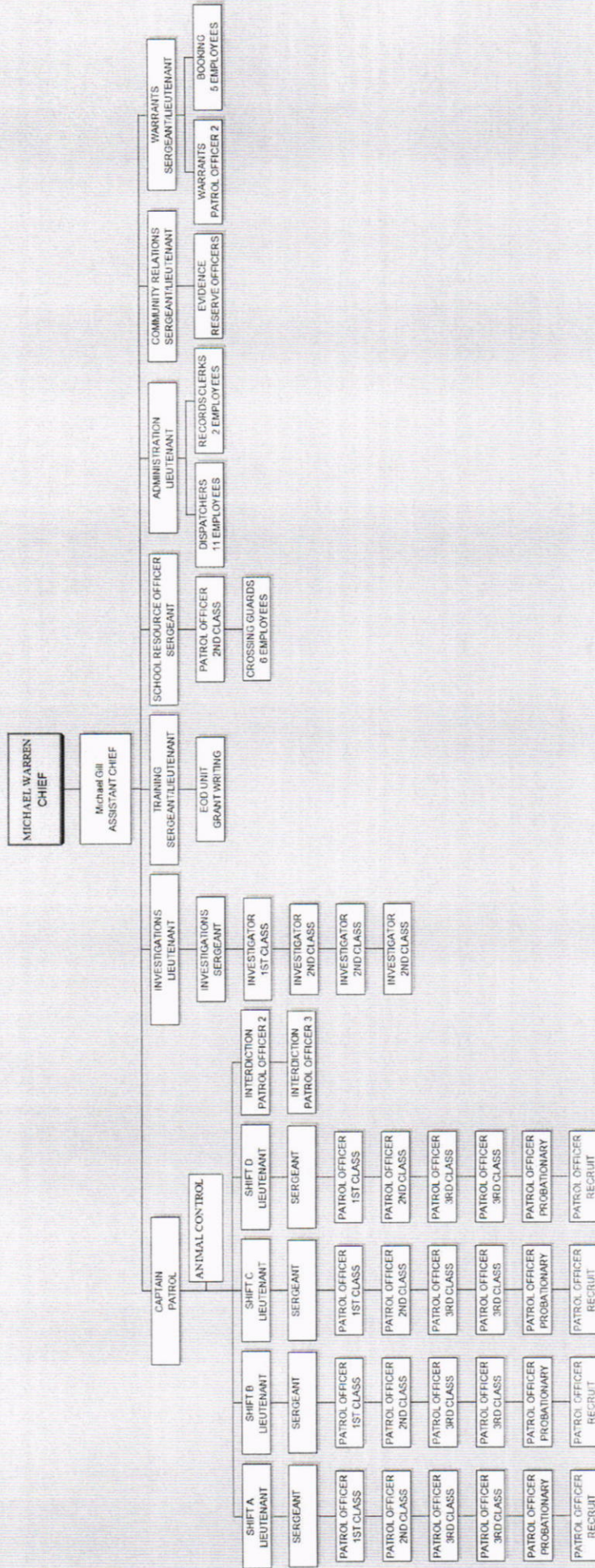
5. PATROL OFFICER 1ST CLASS

- 2 years of service at a Patrol Officer 2nd Class.
- Successful completion of 1st Line Supervisor training.
- Demonstrated ability to successfully train a Police Recruit.
- Patrol Officer 1st Class Skills test.
- No disciplinary action within the past 12 months.
- Positive Performance appraisals.

6. SERGEANT

- 2 years of service as at least a Patrol Officer 2nd Class.
- Patrol Officer 1st Class skills test.
- Team/Management skills test.
- Successful completion of 1st Line Supervisor training.
- Demonstrated ability to successfully train a Police Recruit.
- No disciplinary action within the past 12 months.
- Positive Performance appraisals.

CLINTON POLICE DEPARTMENT 50 SWORN OFFICERS



JBHM
Architecture

JBHM Architects, PA
308 East Pearl Street Suite 300
Jackson, Mississippi 39201

601 352 2699
FAX 601 352 2693
EMAIL info@jbhm.com

February 26, 2014

BOARD APPROVED

APR 15 2014

CITY OF CLINTON

Chief Burnside
Clinton Fire Station
910 Old Vicksburg Road
Clinton, MS 39056

RE: CLINTON FIRE STATION NO. 2 – JBHM #13003.00

Dear Chief Burnside,

I have enclosed three (3) copies of the Application and Certificate for Payment Number 12 for pay period ending October 31, 2013, in the amount of \$73,900.00 for the above referenced project. I am certifying the entire amount requested. Please issue a check to Coleman Hammons Construction Co., Inc. for the certified amount.

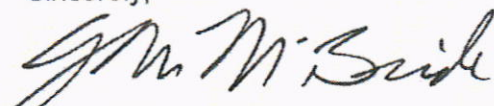
Please keep one copy of this application for your records and send one with the payment to the contractor. If you have questions concerning this action, please do not hesitate to contact me.

ARCHITECTURE
PLANNING
LANDSCAPE ARCHITECTURE
INTERIOR DESIGN
GRAPHIC DESIGN
PROGRAM MANAGEMENT

Adverse weather information as applicable included: Yes ☐ No ☒

Updated progress schedule included: Yes ☐ No ☒

Sincerely,


John McBride, AIA

OFFICES
Biloxi, (C.A.)
Columbus
Jackson
Tupelo

cc: JBHM #13003.00.09

PRINCIPALS
JOSEPH S. HENDERSON, AIA
WILLIAM M. LEWIS, AIA
RICHARD H. MCNEEL, AIA





AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:

300 Jefferson Street
Clinton, MS 39056

PROJECT: Fire Station No. 2
911 Old Vicksburg Rd
Clinton, Ms. 39056

FROM CONTRACTOR: Construction Co Inc
5181 OLD BRANDON RD.
PEARL, MS 39208

VIA ARCHITECTS

APPLICATION NO: 10/31/2013

PERIOD TO: Additions & Renovations

CONTRACT FOR: 8/13/2012

CONTRACT DATE:

PROJECT NOS:

Distribution to:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

FIELD ☐

OTHER ☐

BOARD APPROVED
APR 15 2014
CITY OF CLINTON

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,478,000.00
2. NET CHANGE BY CHANGE ORDERS \$ 1,485,755.84
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,485,755.84
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,485,755.84
5. RETAINAGE:
 - a. % of Completed Work 0.00
 - b. % of Stored Material 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,485,755.84
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 1,411,855.84
8. CURRENT PAYMENT DUE \$ 73,900.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this month	\$ 7,755.84	\$ 0.00
TOTAL	\$ 7,755.84	\$ 0.00
NET CHANGES by Change Order	\$ 7,755.84	\$ 0.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: MS. Rankin Date: 1-31-14

By: MS. Rankin State of: MS. County of: RANKIN
Subscribed and sworn to before me this 31 day of January 2014
Notary Public: JOHNNIE H. RANDALL
My commission expires: 3/30/2015

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 73,900.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: John M. Smith Date: 2/25/2014

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Document G703™ - 1992

Continuation Sheet

Page 2 of 13

AIA Document G703™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO2
APPLICATION DATE/31/2014
PERIOD TO/31/2013
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
1	Division 1								
2	General Conditions	5,000.00	5,000.00				5,000.00		
3	Mobilization	5,000.00	5,000.00				5,000.00		
4	Contract Bonds	16,800.00	16,800.00				16,800.00		
5	Payroll Tax	10,626.00	10,626.00				10,626.00		
6	State Sales Tax	51,730.00	51,730.00				51,730.00		
7	Insurance	7,500.00	7,500.00				7,500.00		
8	Allowances								
9	Hardware Allowance	15,450.00	15,450.00				15,450.00		
10	Hardware Installation	4,500.00	4,500.00				4,500.00		
11	Interior Signage Allowance	600.00	600.00				600.00		
12	Interior Signage Installation	450.00	450.00				450.00		
13	Face Brick Allowance	11,250.00	11,250.00				11,250.00		
14	Face Brick Installation	38,750.00	38,750.00				38,750.00		
15	Superintendent	48,000.00	48,000.00				48,000.00		
16	Quality Control	2,000.00	2,000.00				2,000.00		
17	Testing	9,560.00	9,560.00				9,560.00		
	GRAND TOTAL	227,216.00	227,216.00		0.00	0.00	227,216.00	0.00	0.00

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10/21/04/004

Continuation Sheet

ALA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO2

APPLICATION DATE 31/2014

PERIOD TO 10/31/2013

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
18	Temp Heat	5,900.00	5,900.00			5,900.00	100.00		
19	Temp Telephone	3,600.00	3,600.00			3,600.00	100.00		
20	Temp water	1,200.00	1,200.00			1,200.00	100.00		
21	Temp Toilets	3,600.00	3,600.00			3,600.00	100.00		
22	Barriers	1,500.00	1,500.00			1,500.00	100.00		
23	Temp protection	600.00	600.00			600.00	100.00		
24	Water Control	1,500.00	1,500.00			1,500.00	100.00		
25	Cleaning During Construction	6,000.00	6,000.00			6,000.00	100.00		
26	Final Cleaning	5,000.00	5,000.00			5,000.00	100.00		
27	Project Sign	1,600.00	1,600.00			1,600.00	100.00		
28	Storage Shed	2,800.00	2,800.00			2,800.00	100.00		
29	Contract Closeout	1,800.00	1,800.00			1,800.00	100.00		
30	DIVISION 2								
31	Sitework demolition	12,600.00	12,600.00			12,600.00	100.00		
32	Earthwork Matl	35,000.00	35,000.00			35,000.00	100.00		
33	Earthwork Labor	15,300.00	15,300.00			15,300.00	100.00		
34	Earthwork Equip	10,500.00	10,500.00			10,500.00	100.00		
	GRAND TOTAL	335,716.00	335,716.00	0.00	0.00	335,716.00	100.00	0.00	0.00

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Continuation Sheet

Page 4 of 13

AIA Document G702[™]-1992, Application and Certificate for Payment, or G732[™]-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I for Contracts where variable retainage for line items may apply.

APPLICATION NO: 002
APPLICATION DATE: 3/31/2014
PERIOD TO: 3/31/2013
ARCHITECT'S PROJECT NO: 2013-0001

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
35	Line treat course	7,300.00	7,300.00			7,300.00	100.00	
36	Erosion & Sediments	2,500.00	2,500.00			2,500.00	100.00	
37	Termite Control	996.00	996.00			996.00	100.00	
38	Asphalt Paving	42,000.00	42,000.00			42,000.00	100.00	
39	Concrete Paving Mat	31,560.00	31,560.00			31,560.00	100.00	
40	Concrete Paving Labor	7,850.00	7,850.00			7,850.00	100.00	
41	Concrete Sidewalks Material	6,300.00	6,300.00			6,300.00	100.00	
42	Concrete Sidewalk Labor	1,700.00	1,700.00			1,700.00	100.00	
43	Concrete Curbs & Gutter Mat	11,500.00	11,500.00			11,500.00	100.00	
44	Concrete Curbs & Gutter Labor	5,367.00	5,367.00			5,367.00	100.00	
45	Storm Drainage Material	19,250.00	19,250.00			19,250.00	100.00	
46	Storm Drainage Labor	6,500.00	6,500.00			6,500.00	100.00	
47	Seeding & Sodding	3,200.00	3,200.00			3,200.00	100.00	
48	Selective Demo	11,965.00	11,965.00			11,965.00	100.00	
49	Wood screen fence	1,955.00	1,955.00			1,955.00	100.00	
50	DIVISION 3							
51	Concrete formwork material	5,000.00	5,000.00			5,000.00	100.00	
	GRAND TOTAL	500,659.00	500,659.00	0.00	0.00	500,659.00	100.00	0.00

BOARD APPROVED
APR 15 2014
CITY OF CLINTON

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Continuation Sheet

Page 5 of 13

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO2
APPLICATION DATE/31/2014
PERIOD TO/03/2013
ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	C	E		F	G	H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
52	Concrete formwork labor	22,000.00	22,000.00			100.00		
53	Concrete reinforcement material	17,395.00	17,395.00			100.00		
54	Concrete reinforcement labor	2,589.00	2,589.00			100.00		
55	Cast In Place Concrete Material	27,850.00	27,850.00			100.00		
56	Cast in Place Concrete Labor	2,899.00	2,899.00			100.00		
57	DIVISION 4							
58	Sand & mortar	7,500.00	7,500.00			100.00		
59	Masonry Reinforcement	8,300.00	8,300.00			100.00		
60	Unit Masonry Matl	600.00	600.00			100.00		
61	Unit masonry Labor	2,399.00	2,399.00			100.00		
62	DIVISION 5							
63	Structural Steel Material	63,490.00	63,490.00			100.00		
64	Structural Steel Labor	24,200.00	24,200.00			100.00		
65	Metal Decking Material	6,789.00	6,789.00			100.00		
66	Metal Decking Labor	1,895.00	1,895.00			100.00		
67	Metal Fabrications	5,500.00	5,500.00			100.00		
68	Metal Fabrication Labor	2,000.00	2,000.00			100.00		
	GRAND TOTAL	696,065.00	696,065.00	0.00	0.00	696,065.00	100.00	0.00

BOARD APPROVED
APR 15 2014
CITY OF CLINTON

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Continuation Sheet

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APPLICATION NO2
APPLICATION DATE/31/2014
PERIOD TO/03/2013
ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	C	D		E	F	G		H	I
			SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)			BALANCE TO FINISH (C - G)	RETAINAGE (if variable rate)
69	Metal Stairs Material	5,798.00	5,798.00				5,798.00	100.00		
70	Metal Stairs Labor	1,895.00	1,895.00				1,895.00	100.00		
71	Pipe & Tube Railing Material	4,100.00	4,100.00				4,100.00	100.00		
72	Pipe & Tube Railing Labor	1,200.00	1,200.00				1,200.00	100.00		
73	Aluminum Rain Material	2,250.00	2,250.00				2,250.00	100.00		
74	Aluminum Rail Labor	650.00	650.00				650.00	100.00		
75	DIVISION 6									
76	Rough carpentry material	3,100.00	3,100.00				3,100.00	100.00		
77	Rough carpentry labor	2,500.00	2,500.00				2,500.00	100.00		
78	Architectural woodwork	19,300.00	19,300.00				19,300.00	100.00		
79	Architectural woodwork labor	4,321.00	4,321.00				4,321.00	100.00		
80	DIVISION 7									
81	Building Insulation Matl	3,899.00	3,899.00				3,899.00	100.00		
82	Building Insulation Labor	998.00	998.00				998.00	100.00		
83	Bituminous Dampproofing Matl	975.00	975.00				975.00	100.00		
84	Bituminous Dampproofing Labor	975.00	975.00				975.00	100.00		
85	Sound Attenuation Matl	2,234.00	2,234.00				2,234.00	100.00		
	GRAND TOTAL	750,260.00	750,260.00			0.00	750,260.00	100.00	0.00	0.00

BOARD APPROVED
APR 15 2014
CITY OF CLINTON

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AIA Document G703™ - 1992

Continuation Sheet

Page 7 of 13

AIA Document G703™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO. 002
APPLICATION DATE/31/2014
PERIOD TO/03/31/2013
ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
86	Sound Attenuation Labor	630.00	630.00				630.00	100.00	
87	Exterior Finish System Matl	5,500.00	5,500.00				5,500.00	100.00	
88	Exterior Finish System Labor	4,700.00	4,700.00				4,700.00	100.00	
89	Flashing & Sheet Metal Matl	900.00	900.00				900.00	100.00	
90	Flashing & Sheet Metal Labor	879.00	879.00				879.00	100.00	
91	Joint Sealants Matl	1,050.00	1,050.00				1,050.00	100.00	
92	Joint Sealants Labor	975.00	975.00				975.00	100.00	
93	DIVISION 8								
94	Hollow metal frames & doors Matl	5,598.00	5,598.00				5,598.00	100.00	
95	Hollow metal frames & doors Labor	3,997.00	3,997.00				3,997.00	100.00	
96	Wood doors	6,789.00	6,789.00				6,789.00	100.00	
97	Wood Door Labor	3,000.00	3,000.00				3,000.00	100.00	
98	Overhead Doors Matl	24,858.00	24,858.00				24,858.00	100.00	
99	Overhead Door Labor	6,275.00	6,275.00				6,275.00	100.00	
100	Aluminum Entrances	7,000.00	7,000.00				7,000.00	100.00	
101	Aluminum Entrance Labor	4,200.00	4,200.00				4,200.00	100.00	
102	DIVISION 9								
	GRAND TOTAL	826,611.00	826,611.00		0.00	0.00	826,611.00	100.00	0.00

BOARD APPROVED
APR 15 2014
CITY OF CLINTON

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Continuation Sheet

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In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO2
APPLICATION DATE/31/2014
PERIOD TO/31/2013
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
103	Gymp board system	19,224.00	19,224.00				19,224.00		
104	Gymp Boad Labor	16,173.00	16,173.00				16,173.00		
105	Metal Studs Matl	26,214.00	26,214.00				26,214.00		
106	Metal Studs Labor	13,820.00	13,820.00				13,820.00		
107	Ceramic Tile	7,600.00	7,600.00				7,600.00		
108	Ceramic Tile Labor	6,500.00	6,500.00				6,500.00		
109	Acoustical Ceiling	6,401.00	6,401.00				6,401.00		
110	Acoustical Ceiling Labor	5,382.00	5,382.00				5,382.00		
111	Resilient Floor Matl	3,200.00	3,200.00				3,200.00		
112	Resilient Floor Labor	1,300.00	1,300.00				1,300.00		
113	Fiberglass Wall Panels	3,763.00	3,763.00				3,763.00		
114	Fiberglass Wall Panel Labor	1,841.00	1,841.00				1,841.00		
115	Sheetrock Finishing	3,500.00	3,500.00				3,500.00		
116	Sheetrock Finishing Labor	10,400.00	10,400.00				10,400.00		
117	Painting Interior	14,890.00	14,890.00				14,890.00		
118	Painting Interior Labor	21,044.00	21,044.00				21,044.00		
119	Painting Exterior Matl	3,167.00	3,167.00				3,167.00		
	GRAND TOTAL	991,030.00	991,030.00		0.00	0.00	991,030.00	0.00	0.00

BOARD APPROVED
APR 15 2014
CITY OF CLINTON

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In tabulations below, amounts are in US dollars.
Use Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO2
APPLICATION DATE/31/2014
PERIOD TO/31/2013
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
20	Painting Exterior Labor	5,877.00	5,877.00			5,877.00	100.00		
21	DIVISION 10								
22	Flagpoles	1,287.00	1,287.00			1,287.00	100.00		
23	Flagpole Labor	578.00	578.00			578.00	100.00		
24	Fire Extinguishers	746.00	746.00			746.00	100.00		
25	Fire Extinguishers Labor	200.00	200.00			200.00	100.00		
26	Toilet & Bath Accessories	925.00	925.00			925.00	100.00		
27	Metal Awning	8,700.00	8,700.00			8,700.00	100.00		
28	Metal Awning Labor	6,567.00	6,567.00			6,567.00	100.00		
29	Toilet & Bath Accessories Labor	425.00	425.00			425.00	100.00		
30	DIVISION 12								
31	Window Treatments	1,323.00	1,323.00			1,323.00	100.00		
32	DIVISION 13								
33	Metal Building	45,800.00	45,800.00			45,800.00	100.00		
34	Metal Building Erection	21,450.00	21,450.00			21,450.00	100.00		
35	DIVISION 15								
36	Fire Sprinkler System	22,225.00	22,225.00			22,225.00	100.00		
	GRAND TOTAL	1,107,133.00	1,107,133.00	0.00	0.00	1,107,133.00	100.00	0.00	0.00

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APR 15 2014
CITY OF CLINTON

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Continuation Sheet

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In tabulations below, amounts are in US dollars.
Use Column F on Contracts where variable retainage for line items may apply.

APPLICATION NO2
APPLICATION DATE/31/2014
PERIOD TO/31/2013
ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	C	D WORK COMPLETED		F	G	H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
137	Fire Sprinkler System	13,567.00	13,567.00			100.00		
138	PLUMBING							
139	Outside Plumbing Material	18,000.00	18,000.00			100.00		
140	Outside Plumbing Labor	18,800.00	18,800.00			100.00		
141	Interior Plumbing Material	20,000.00	20,000.00			100.00		
142	Interior Plumbing Labor	15,500.00	15,500.00			100.00		
143	Insulation Material	2,500.00	2,500.00			100.00		
144	Insulation Labor	4,000.00	4,000.00			100.00		
145	Plumbing Fixtures	16,000.00	16,000.00			100.00		
146	Plumbing Fixture Labor	2,000.00	2,000.00			100.00		
147	Refrigerant Piping	3,000.00	3,000.00			100.00		
148	Refrigerant Piping Labor	4,000.00	4,000.00			100.00		
149	Sheet Metal Material	10,000.00	10,000.00			100.00		
150	Sheet Metal Labor	14,000.00	14,000.00			100.00		
151	HVAC							
152	HVAC Equipment	20,000.00	20,000.00			100.00		
153	HVAC Equipment Labor	5,000.00	5,000.00			100.00		
	GRAND TOTAL	1,273,500.00	1,273,500.00	0.00	0.00	100.00	0.00	0.00

BOARD APPROVED
APR 15 2014
CITY OF CLINTON

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In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 002
APPLICATION DATE: 3/31/2014
PERIOD TO: 3/31/2013
ARCHITECT'S PROJECT NO: 002

A	B	C	D	E		F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)	
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
154	Air Distribution	12,000.00	12,000.00			12,000.00	100.00			
155	Air Distribution Labor	3,000.00	3,000.00			3,000.00	100.00			
156	Controls Material	1,500.00	1,500.00			1,500.00	100.00			
157	Controls Labor	3,000.00	3,000.00			3,000.00	100.00			
159	Test and Balance	3,500.00	3,500.00			3,500.00	100.00			
160	DIVISION 16									
161	Electrical									
162	Mobilization	1,850.00	1,850.00			1,850.00	100.00			
163	Temporary Lighting	400.00	400.00			400.00	100.00			
164	Electrical Demolition	2,415.00	2,415.00			2,415.00	100.00			
165	Raceways	11,807.00	11,807.00			11,807.00	100.00			
166	Raceways Labor	25,080.00	25,080.00			25,080.00	100.00			
167	Outlets & "J" Boxes Material	423.00	423.00			423.00	100.00			
168	Labor	1,788.00	1,788.00			1,788.00	100.00			
169	Auto Trans Switch	5,544.00	5,544.00			5,544.00	100.00			
170	Grounding Material	787.00	787.00			787.00	100.00			
171	Labor	245.00	245.00			245.00	100.00			
	GRAND TOTAL	1,346,839.00	1,346,839.00		0.00	0.00	1,346,839.00	100.00	0.00	0.00

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APR 15 2014
CITY OF CLINTON

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Continuation Sheet

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In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO. 102
APPLICATION DATE: 3/31/2014
PERIOD TO: 3/31/2013
ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)						
173	Generator Set	26,921.00	26,921.00				26,921.00		
174	Labor	2,423.00	2,423.00				2,423.00		
175	Conductors	24,008.00	24,008.00				24,008.00		
176	Labor	10,778.00	10,778.00				10,778.00		
177	Metal Clad Cable	631.00	631.00				631.00		
178	Labor	510.00	510.00				510.00		
179	Panelboards	7,508.00	7,508.00				7,508.00		
180	Labor	989.00	989.00				989.00		
181	Misc Switchgear	707.00	707.00				707.00		
182	Labor	470.00	470.00				470.00		
183	TVSS	1,170.00	1,170.00				1,170.00		
184	Labor	121.00	121.00				121.00		
185	Lighting	22,974.00	22,974.00				22,974.00		
186	Labor	2,277.00	2,277.00				2,277.00		
187	Occupancy Sensors	4,208.00	4,208.00				4,208.00		
189	Labor	271.00	271.00				271.00		
190	Fire Alarm System	7,939.00	7,939.00				7,939.00		
	GRAND TOTAL	1,460,744.00	1,460,744.00		0.00	0.00	1,460,744.00	0.00	0.00

BOARD APPROVED
APR 15 2014
CITY OF CLINTON

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Document G703™ - 1992

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In tabulations below, amounts are in US dollars.

Use Column J on Contracts where variable retainage for line items may apply.

APPLICATION NO. 02
APPLICATION DATE/31/2014
PERIOD TO/31/2013
ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
191	Labor	1,940.00	1,940.00			1,940.00	100.00		
192	Paging/Radio System	75.00	75.00			75.00	100.00		
193	Labor	2,015.00	2,015.00			2,015.00	100.00		
194	Switches & Recpt	1,699.00	1,699.00			1,699.00	100.00		
195	LABOR	2,137.00	2,137.00			2,137.00	100.00		
196	Phone /Data System	5,151.00	5,151.00			5,151.00	100.00		
197	Labor	2,739.00	2,739.00			2,739.00	100.00		
198	Punch List	1,500.00	1,500.00			1,500.00	100.00		
	CHANGE ORDER #1	7,755.84	7,755.84			7,755.84	100.00		
	APPROVED BY & PAID DIRECTLY BY THE CITY OF CLINTON. THE PAY APP HAS BEEN MARKED UP ACCORDINGLY TO REFLECT THESE ACTIONS.								
		1,485,755.84	1,485,755.84			1,485,755.84			
	GRAND TOTAL	4,478,000.00	4,478,000.00	0.00	0.00	4,478,000.00	100.00	0.00	0.00

BOARD APPROVED
APR 15 2014
CITY OF CLINTON

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10/21/04/004

Suite 128A
500 Clinton Center Dr.
Post Office Box 602
Clinton, MS 39060



Office: 601 924 0102
Fax: 877 872 3731
ccdfinc@gmail.com
www.ccdf-ms.org

April 8, 2014

Cole Smith
Park & Recreation Department
City of Clinton
P.O. Box 156
Clinton, MS 39060

Dear Cole,

On behalf of the Clinton Community Development Foundation (CCDF), I present a check in the amount of \$5800 from the "Leadership Clinton" designated fund to the City of Clinton.

These funds were raised by the Leadership Clinton Class of 2013 for the "Every Child Plays" handicapped swing set project at Brighton Park. CCDF is pleased to be a partner with the Clinton Chamber of Commerce in the fundraising for Leadership Clinton.

Please accept this donation of \$5800 to the City of Clinton Parks & Recreation Department for the purpose of the Swing Set that will be installed by Jefcoat Recreation.

Sincerely,

DeAnna Dillard, IOM
Executive Director
2013 Leadership Clinton participant

Creating a legacy...for the future of Clinton

CLINTON COMMUNITY DEVELOPMENT FOUNDATION

P.O. BOX 602
CLINTON, MS 39060
601-924-0102

2585

85-127/842
860

DATE 4/9/14

PAY
TO THE
ORDER OF

City of Clinton

\$ 5800⁰⁰

Five thousand eight hundred & 00/100

DOLLARS



Security
Features
Details on
Back.



BancorpSouth

Member FDIC Right Where You Are

INFOLINE 1-888-797-7711

FOR

Leadership Clinton - Swing Set project

Dianne Carson
Debra Dillard

MP

⑈002585⑈ ⑆084201278⑆ 0060722840⑈