

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MAY 1, 2012 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderwoman Peace followed by the pledge of allegiance to the flag led by Alderman Morgan.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Kathy Peace – Alderwoman Ward 4
 Mike Morgan – Alderman Ward 5
 Mike Cashion – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A - S

MOTION made by Alderwoman Peace and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-S. Item S will serve to advertise favorably the opportunities, possibilities and resources of the City of Clinton. **MOTION CARRIED UNANIMOUSLY**

APPROVAL TO ADVERTISE FOR BIDS FOR THE 2012 STREET PAVING PROGRAM, RENOVATION TO POLICE AND JUSTICE COURT BUILDING, CONSTRUCTION OF FIRE STATION #2, AND RENOVATIONS TO CITY HALL

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Greer the board gave its approval to advertise for bids for the 2012 Street Paving Program, renovation to Police and Justice Court Building, construction of Fire Station #2, and renovations to City Hall. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE REQUEST FOR THE MAOR AND BOARD OF ALDERMEN TO PROCLAIM MAY 20, 2012 THROUGH MAY 26, 2012 AS "NATIONAL PUBLIC WORKS WEEK"

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved the request for the Mayor and Board of Aldermen to proclaim May 20, 2012 through May 26, 2012 as "National Public Works Week". **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

APPROVE THE REQUEST TO CANCEL A CONTRACT TO PROVIDE UNIFORMS TO THE PUBLIC WORKS DEPARTMENT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND G & K SERVICES FOR LESS THAN SATISFACTORY SERVICE AND FUTHERMORE, AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF CLINTON, MISSISSIPPI AND CINTAS TO PROVIDE THE PUBLIC WORKS DEPARTMENT WITH UNIFORMS

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved the request to cancel a contract to provide uniforms to the Public Works Department between the City of Clinton, Mississippi and G & K Services for less than satisfactory service and furthermore, authorized the Mayor to execute a contract between the City of Clinton, Mississippi and Cintas to provide the Public Works Department with uniforms. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:09 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderwoman Peace to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held May 15, 2012 at 7:00 p.m. **MOTION CARRIED UNANIMOUSLY**

APPROVED: _____

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

Date

May 3, 2012

ATTEST: _____

Russell L. Wall
Russell L. Wall, City Clerk

Date

May 3, 2012

2012 Street Paving Program
City of Clinton, MS
6-Feb-12

Assumptions:
All streets will be overlaid with 1 1/2" asphalt overlay
Asphalt per Ton Cost \$80
Milling per Square Yard Cost \$2.50

Street Name	Section From	Section To	Length (miles)	Width (feet)	Ward	Milling (sy)	Asphalt (tons)	Milling (\$)	Asphalt (\$)	Striping (\$)	Total Estimated Cost
Atlanta Cove	Charleston Ave.	Cul-de-sac	0.07	20	3		75	\$0	\$6,000		\$6,000
Berkshire Cove	Postle Road	Cul-de-sac	0.06	23	5	810	75	\$2,025	\$6,000		\$8,025
Blueberry Lane	Williamson Road	End	0.51	18	3		492	\$0	\$39,360		\$39,360
Charleston Ave.	Chatham Place	Southern Oaks Drive	0.34	20	3		369	\$0	\$29,520		\$29,520
Church Street (1)	Patio Place	Masonic	0.10	27	6	1584	146	\$3,960	\$11,680		\$15,640
Church Street (2)	Masonic	Easthaven	0.13	34	6	2554	236	\$6,385	\$18,880		\$25,265
Church Street (3)	Easthaven Dr.	Morrison	0.32	23	6	4305	397	\$10,763	\$31,760		\$42,523
East Lakeview Circle	Lakeview	McRee	0.66	23	4		819	\$0	\$65,520		\$65,520
Hillcrest Drive	McRee Street	E. Leake Street	0.40	23	5	5425	500	\$13,563	\$40,000		\$53,563
Longwood Place	Rosemont Circle	Old Vicksburg Road	0.31	29	4	5258	485	\$13,145	\$38,800		\$51,945
North Norrell Road	W. Northside Drive	City Limits	0.83	24	1		1080	\$0	\$86,400	\$7,560	\$93,960
Norton Place	Williamson Road	End	0.41	20	3		442	\$0	\$35,360		\$35,360
Oak Court	Trailwood Drive	Cul-de-sac	0.07	23	5	905	84	\$2,263	\$6,720		\$8,983
Rosemont Circle	Rosemont Street	Rosemont Street	0.61	29	4	10396	958	\$25,990	\$76,640		\$102,630
Rosemont Drive	Briars Drive	Rosemont Circle	0.15	23	4	2038	188	\$5,095	\$15,040		\$20,135
Spanish Moss Drive	Shadowwood Drive	Royal Oak Dr.	0.25	23	2	3428	316	\$8,570	\$25,280		\$33,850
Timberwood Drive	Midway	End	0.17	17	2		152	\$0	\$12,160		\$12,160
Williamson Road (1)	Pinehaven Road	Timon	1.56	23	3		1938	\$0	\$155,040	\$12,625	\$167,665
Williamson Road (2)	Clinton-Timon Road	W. Northside	3.44	23	1		4271	\$0	\$341,680	\$23,640	\$365,320
Woodstone Road	Stonegate Dr.	Broadway	0.35	24	6	4858	448	\$12,145	\$35,840		\$47,985
			10.72			41561	13471	\$103,903	\$1,077,680	\$43,825	\$1,225,408

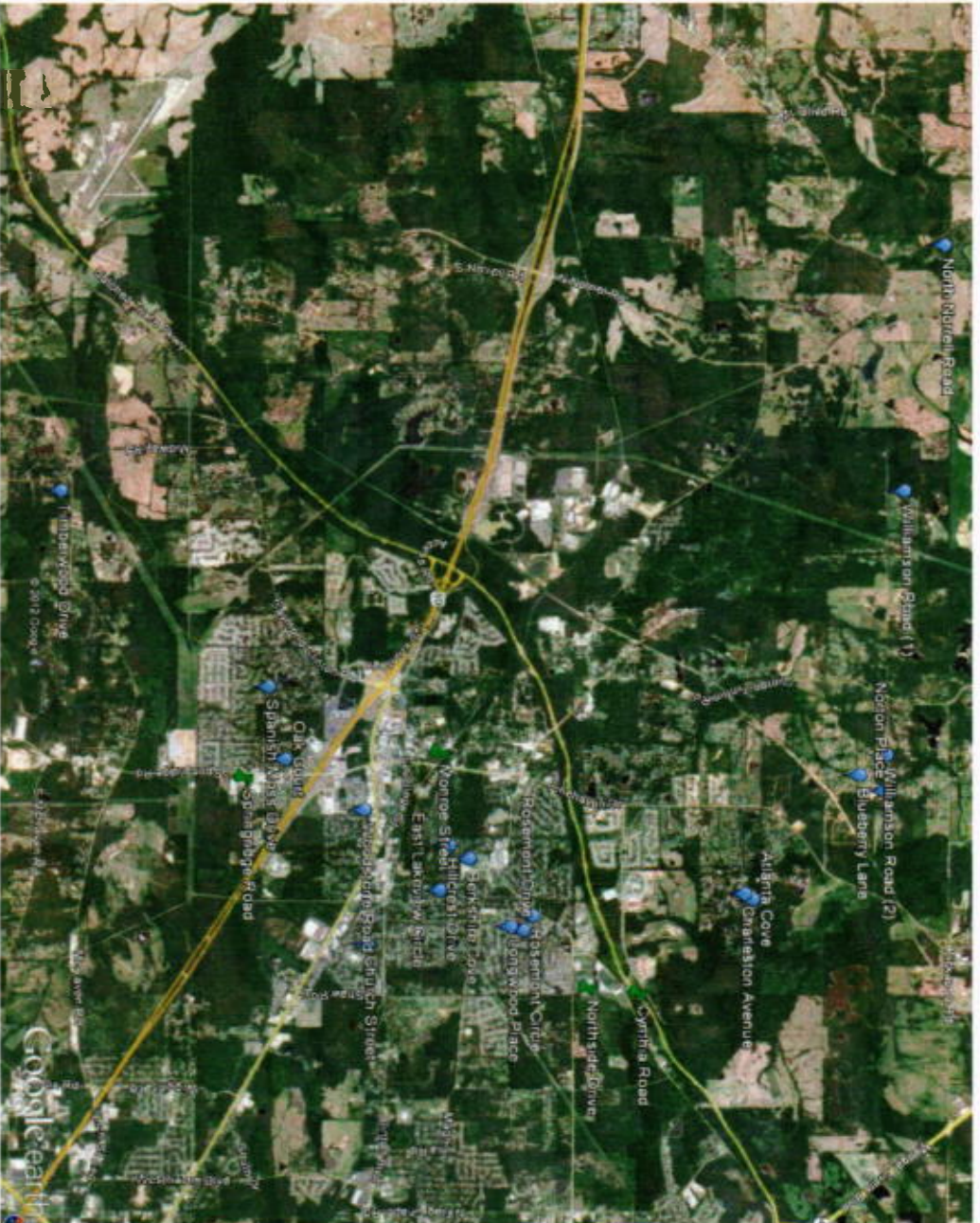
Additional Streets to be re-striped only include:

Monroe Street - College To Northside
Northside Drive - Multi Lanes to New Construction
Springridge Road - Trailwood to McRaven
Cynthia Road - Baseball Alley to City Limits

\$4,132
\$6,320
\$9,230
\$11,482
\$31,164

ESTIMATED TOTAL PROJECT COSTS

\$1,256,572



City of Name of City
Office of the Mayor

Proclamation

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

Now, therefore, I, Name of Mayor
Mayor of the City of Name of City
do hereby proclaim the week of Date as

"National Public Works Week"

in The City of Name of City and I call upon all citizens and civic organizations 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.

Given under my hand and Seal of the City of Name of City ,
Name of State , this Date day of Month , Year.

Mayor Signature

SEAL

City of Clinton Mississippi

Department of Public Works

Mike Parker, Director

5-01-2012

Mayor and Board:

I am requesting the Public Works uniform contract with G&K Services be terminated and your permission to sign a new contract with Cintas for uniform service. I have attached the notification given to G&K canceling our current contract with them.

Thank you for your cooperation with this matter.



Mike Parker
Director

City of Clinton Mississippi

Department of Public Works

Mike Parker, Director

March 7, 2012

Mr. Herbert Pierce
G & K Services
240 W. Mitchell Ave.
Jackson, Ms. 39213

Dear Mr. Pierce:

This is notification that the City of Clinton Public Works Department is cancelling our contract for uniform service with your company effective April 30, 2012.

Thank you for your cooperation with this matter.

Sincerely,



Mike Parker
Director

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Herbert Pierce
G & K. Service
240 W. Mitchell Ave
Jackson, MS 39213

2. Article Number

(Transfer from service label)

91 7108 2133 3938 5850 1366

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Sandra Davis

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

SANDRA DAVIS

C. Date of Delivery

8 Mar 12

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

- ☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ YesConfirmation
Services

Package ID: 9171082133393858501366

Destination ZIP Code: 39213

Customer Reference:

Recipient:

Address:

G & K

E-RET RECEIPT

1STCL REGULAR LETTER

PBP Account #: 22630149

Serial #: 4236802

MAR 07 2012 4:27P



G&K Services
240 W Mitchell Ave.
Jackson, MS 39213

AGREEMENT FOR SUPPLY OF G&K SERVICES

40952-01

C 73164

This Agreement, including the terms below, on the reverse, and on any attached written addenda and any added verbally as described below, all of which are incorporated by this reference, ("Agreement") is entered into between Customer and G&K Services ("G&K"), as of the Effective Date. Customer and Effective Date are identified below.

1. **G&K Agrees With Customer:**

- To provide services ("Services") and merchandise ("Merchandise") listed on any attached Addenda, or added verbally or in a separate writing by Customer.
- To provide **G&K Service Guarantees**:
 - G&K will deliver all Merchandise to Customer, picked-up by G&K on a regularly scheduled delivery day, by the next scheduled delivery day;
 - G&K will clean all Merchandise using high standards in laundering methods;
 - G&K will inspect, repair and deliver to Customer, on the next scheduled delivery day, all Merchandise needing repair that can reasonably be repaired;
 - G&K will deliver to Customer all Merchandise in a clean and useable condition on the next scheduled delivery day;
 - G&K will deliver to Customer, on the next regularly scheduled delivery day, replacement or additional uniforms ordered of a similar size and color as those in service at Customer, provided G&K receives the order on a regular delivery day;
 - G&K will replace worn-out Merchandise on the next regularly scheduled delivery day with Merchandise meeting G&K's high quality standards, at no additional charge to Customer except for Merchandise damaged or lost and except for charges for preparation, nametags or emblems, and embroidery;
- To issue a credit to Customer's account equal to the weekly charge for the item of Merchandise affected, to the extent G&K Service Guarantees are unmet.
- To review with Customer its account for Services and Merchandise as needed or upon request.
- To remain committed to meeting or exceeding Customer's needs, and to respond to any Customer service request or concern within 48 business hours after receipt by a G&K representative.

If G&K materially fails to provide Services or Merchandise required under this Agreement, Customer will deliver written details of the failure to the G&K office serving Customer, and G&K then has 60 days to correct it. The failure will be considered corrected unless within 10 days after this sixty-day period Customer delivers to the G&K facility serving Customer a second written notice showing the failure is continuing. If this Agreement then is cancelled, Customer will pay G&K all amounts then due, return all rental items to G&K in good and usable condition, and pay the replacement value for all lost, damaged and/or unreturned rental items.

2. **Customer Agrees With G&K:**

- Customer has no commitment to any other company for Services or Merchandise described in or otherwise covered under this Agreement, the individual signing for Customer is authorized to enter into this Agreement on Customer's behalf, and this Agreement, when signed on behalf of Customer will constitute a legal binding obligation of Customer, enforceable against Customer;
- To order from G&K all its requirements for the type of Merchandise and Services covered under this Agreement during the time this Agreement is in effect;
- To pay the fees for all Merchandise and Services supplied by G&K under this Agreement, based on 52 weeks per year of service, as follows:
 - In cash on the regular delivery day or, if G&K has approved credit for Customer, within 10 days after the date of each invoice delivered; provided that G&K may, at any time, convert any account to a cash on delivery basis;
 - Annual increases in prices as invoiced by G&K for Merchandise and Services to the greater of 5% over existing prices or the rate of increase for the previous 12 months reported in the consumer price index commonly used in the location of the G&K facility that serves Customer; if G&K determines that greater price increases for Merchandise and Services are warranted, G&K will give Customer written notice prior to the effective date of the increase;
 - All charges shown on G&K invoices for additional items, such as additional orders for Merchandise and Service, charges for any nametags, emblems, embroidery, seasonal changeovers, exchanges, outsize, automatic replacement, Image Guard program, special services programs, taxes, replacement values for Merchandise lost or damaged (ordinary wear and tear excepted) while in possession of Customer, and charges for environmental and energy costs (service charges for environmental and energy costs will be used to help G&K pay various fluctuating costs relating to the environment, energy, service and delivery; revenue from all charges on G&K invoices is used to offset costs and to provide general revenue to G&K);
 - At any time while this Agreement is in effect, a minimum of 75% of the average weekly fees invoiced by G&K to Customer during (a) the first 8 week period under this Agreement, or (b) any lesser period from commencement of this Agreement if Customer has not yet had 8 weeks of weekly invoices;
 - A monthly service charge on all past due amounts equal to the lesser of 18% per annum or the highest rate permitted by law; and
 - G&K's then current replacement values for all embroidered or permanently embellished, non-standard and/or unreturned Merchandise provided to Customer by G&K under this Agreement at the time this Agreement expires or is terminated for any reason.
- To notify G&K in advance of service of anything that may pose a health or environmental hazard, as for example Merchandise containing lead or blood borne pathogens, except as approved in advance by G&K in writing;
- To be responsible for and hold G&K harmless from any claim arising from use of the Merchandise by Customer; and
- To take whatever steps are necessary to assign this Agreement to any successor to Customer if Customer or Customer's business, assets or capital stock is sold or taken over by another party, and to notify G&K in writing of any assignment.

3. **Term; Renewal; Early Termination.**

- This Agreement takes effect as of the Effective Date and continues for the term of 24 months ("Initial Term") from the later of (a) the Effective Date or (b) the date G&K first delivers Merchandise to Customer, and then renews automatically and continuously for successive periods of 36 months each ("Renewal Term"), unless either party gives the other party written notice of non-renewal at least 90 days, but no more than 180 days, prior to expiration of the Initial Term or any Renewal Term.

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, AND IN ANY ATTACHED ADDENDA, ARE A PART OF THIS AGREEMENT.
 THIS AGREEMENT IS NOT BINDING ON G&K UNTIL SIGNED BY G&K MANAGEMENT BELOW.

Customer Name City of Clinton Public Works G&K SERVICES

Address 527 Springridge Rd Sales Signature Tony Rabbitt

Accepted By Denise Gable Printed Name and Title Tony Rabbitt ROR

Name and Title (printed) Denise Gable Management Signature Denise Gable

Effective Date 6/28 200 7 Printed Name and Title C. Bagot AGM



G&K SERVICES

G&K Services
240 West Mitchell Avenue
Jackson, MS 39213

G&K SERVICES (G&K)		SERVICE AGREEMENT NUMBER
ADDENDUM TO SERVICE AGREEMENT		
COMPANY NAME (Customer)		
ADDRESS		
City of Clinton Public Works Box 1000 527 Springridge Rd Clinton ms 39060		
PHONE NUMBER		

MERCHANDISE / SERVICE ITEMS (ITEMS)					
ITEM DESCRIPTION	NUMBER OF PERSON/PTY.	INVENTORY PER PERSON/ITEM	CHARGE PER CHANGE/ITEM	SERVICE FREQUENCY	CURRENT UNIT REPLACEMENT OR LOSS/DAMAGE VALUE
Ex Shirts	5	11	1.37	Wly	24.00
polo	5	11	1.31	"	20.00
Sp. Shirts	1	11	.59	"	18.90
Cotton Shirts	1	11	1.34	"	24.00
On the job shirts	41	11	1.32	"	19.95
Ex pants	9	11	1.05	"	27.30
ind pants	43	11	1.05	"	20.00
short pants	14	7	1.50	"	18.90
Coverall	1	2	1.40	"	56.70
Backet	5	10	79.00	"	36.75
3x5		10	5.29	"	84.48

	CHARGE
Prep	2
Nametag	2
Emblem	2
Embroidery	6.00
Changeovers	7%
Exchanges	7%

	CHARGE
Oversizes	7%
Special Cuts	7%
Auto Replacement	6
Environmental WW	1.25
Energy Surcharge	1.25

	CHARGE

COMMENTS

Customer and G&K agree that Merchandise/Service Items listed above shall be governed by the provisions of the Service Agreement between Customer and G&K, which provisions are incorporated by reference into this Addendum.

CUSTOMER AUTHORIZATION		G&K SERVICES AUTHORIZATION	
CUSTOMER SIGNATURE		PROFESSIONAL SALES SIGNATURE	MGMT SUBMISSION DATE
Denise Gable		T. R. R.	7/9/07
PRINTED NAME		PRINTED NAME	TITLE
Denise GABLE		Tony R. R.	
TITLE		G&K MGMT SIGNATURE	MGMT ACCEPTANCE DATE
Operations Mgr.		Steve G.	7/9/07
ADDENDUM DATE		G&K MGMT PRINTED NAME	TITLE
6/28/07		G. BAWO	AGM