

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MARCH 16, 2010 - 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 Alderman Greer followed by the pledge of allegiance to the flag led by Alderman Barnett.

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 Cashion – Alderman Ward 6

Absent: Mike Morgan – Alderman Ward 5

RECOGNITION

Mr. Jerry Thomas of the Clinton Baseball Association made a presentation of \$3,134.53 to the Clinton Parks and Recreation Department for batting cages and backstops. Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Cashion the board accepted the check from the Clinton Baseball Association for \$3,134.53 for batting cages and backstops for the City of Clinton Parks and Recreation Department. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CONSENT AGENDA ITEMS A – K

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

APPROVAL OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HINDS COUNTY, MISSISSIPPI AND THE CITY OF CLINTON, MISSISSIPPI RELATED TO THE MAINTENANCE AND ACTIVATION OF RADIOS AND PAGERS PURCHASED WITH E-911 FUNDS

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Brabham the board approved an Interlocal Cooperation Agreement between Hinds County, Mississippi and the City of Clinton, Mississippi related to the maintenance and activation of radios and pagers purchased with E-911 funds. A copy of the agreement is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RESOLUTION TO KEEP THE MISSISSIPPI STATE TAX COMMISSION OFFICES IN HINDS COUNTY

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved a resolution to keep the Mississippi State Tax Commission offices in Hinds County. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CONTRACTS BETWEEN COMCAST AND THE CITY OF CLINTON, MISSISSIPPI FOR INTERNET AND TELEVISION SERVICES

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Cashion the board approved the contracts between Comcast and the City of Clinton, Mississippi for internet and television services. The contracts are on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF THE PURCHASE OF A 66" SNOW AND LIFT MATERIAL BUCKET WITH A 36 MONTH PROTECTION PLAN AND THE PURCHASE OF A 12" TRENCHING BUCKET FOR THE NEW BOBCAT E35 EXCAVATOR

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Barnett the board approved the purchase of a 66" Snow and Lift bucket with a 36 month protection plan and the purchase of a 12" Trenching bucket for the new Bobcat E35 Excavator. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A DEQ GRANT APPLICATION FOR A HOUSEHOLD HAZARDOUS WASTE DAY TO BE HELD IN CLINTON, MISSISSIPPI

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved the DEQ Grant Application for a Household Hazardous Waste Day to be held in Clinton, Mississippi. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZATION TO PROCEED WITH THE MDA CAP LOAN APPLICATION NOT TO EXCEED \$1 MILLION DOLLARS

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Barnett the board gave its approval to proceed with the MDA CAP Loan Application not to exceed \$1 million dollars. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

CONSIDERATION OF BIDS FOR THE CLINTON SIGN UPGRADE PROJECT FOR SIGNS, POSTS, POLES AND HARDWARE

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved the bid of \$112,972.21 from Garden State Highway Products as being the lowest and best bid for the Clinton Sign Update project for signs, posts, poles and hardware. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:36 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 on April 6, 2010 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED.

Rosemary G. Aultman
Rosemary Aultman, Mayor

March 17, 2010
Date

ATTEST:



Russell L. Wall
Russell L. Wall, City Clerk

March 17, 2010
Date

WHEREAS, Section 27-3-31 authorized the specific duties and powers of the Mississippi State Tax Commission, and

WHEREAS, the Tax Commission is responsible for collecting tax revenues for the support of state and local governments and whose goal is to efficiently and effectively perform duties as required by law to Mississippi's population base of 2,938,619 people, and

WHEREAS, the Mississippi State Tax Commission is currently located in Clinton, Hinds County, Mississippi, and its employees have become an integral part of the community, and

WHEREAS, Senate Bill 3184 provides that the State Tax Commission operations shall be relocated to Rankin County, and

WHEREAS, Hinds County being the capital county of the State of Mississippi and one of the largest revenue generators for the State, would be greatly impacted economically by the loss of jobs and the City of Clinton would suffer significantly from the loss of sales tax revenue, and

WHEREAS, it is the Hinds County Board of Supervisors' position as well as that of the City of Clinton that the Mississippi State Tax Commission should remain in Hinds County, and

WHEREAS, land is available in the Clinton Business Park and office space is plentiful in the South Pointe Business Park thus affording the Tax Commission the opportunity to build a new facility or relocate its current operation, now

NOW, THEREFORE BE IT RESOLVED that the Mayor and Board of Aldermen, City of Clinton, do hereby request that the members of the Mississippi State Legislature refrain from addressing Senate Bill 3184

SO RESOLVED AND ORDERED, this the 16th day of MARCH, 2010.

MAYOR AND BOARD OF ALDERMEN, CITY OF CLINTON

By: Rosemary G. Aultman
ROSEMARY G. AULTMAN, MAYOR

RECORD OF VOTES:

Upon motion by ALDERMAN BRABHAM, seconded by ALDEAWOMAN PEACE

Tony Hisaw, Ward 1, voting AYE

Kathy Peace, Ward 4, voting AYE

Tony Greer, Ward 2, voting AYE

Mike Morgan, Ward 5, voting ABSENT

Bill Barnett, Ward 3, voting AYE

Mike Cashion, Ward 6, voting AYE

Jehu Brabham, Alderman-At-Large, voting AYE, the Resolution was ADOPTED.

Attest:

By: Russell Wall
RUSSELL WALL, CITY CLERK





BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: CITY OF CLINTON PUBLI

ID#: 2745639

CUSTOMER INFORMATION (Service Location)

Address 1	527 SPRINGRIDGE RD	City	Clinton
Address 2		State	MS
Primary Contact Name	CITY OF CLINTON PUBLI Business	ZIP Code	39056
Business Phone	(601) 924-8532	County	
Cell Phone		Email Address	
Pager Number		Primary Fax Number	
Technical Contact Name		Tech Contact On-Site?	No
Technical Contact Business Phone		Technical Contact Email	
Property Manager Contact Name		Property Mgr. Phone	

COMCAST BUSINESS CLASS SERVICES

Selection (X)	
Business Class Voice	
Business Class Internet	X
Business Class TV	X
Service Term (Months)	36

COMCAST BUSINESS CLASS SERVICES DETAILS**Business Class Voice***

VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Full Feature Voice Lines			
Adtl. F.F. Voice Lines w/ pkg.			
4+ Lines			
Basic Lines			
Fax Lines			
Toll Free Numbers			
Voice - eMTA Equipment Fee			
VOICE OPTIONS	Selection(X)	Total Cost	
Voicemail			
Directory Listing Suppression Fee			
Auto-Attendant			

* Voice offers & options not available in all markets.

Business Class Internet*

INTERNET SELECTIONS	Selection(X)	Total Cost
Starter		
Preferred	X	\$89.95
Other:		
Internet Equipment Fee		
INTERNET OPTIONS	Selection(X)	Total Cost
Microsoft Outlook Office Email	X	Included
Web Hosting - Starter	X	Included
Web Hosting - Business		
Web Hosting - Commerce		
Web Hosting - Professional		
Static IP - 1	X	\$14.95
Static IP - 5		
Static IP - 13		

* Internet selections & options not available in all markets.

Business Class Packages

Package Name:
PACKAGE DESCRIPTION

Business Class TV*

TV SELECTIONS	Selection(X)	Total Cost	
Basic	X	\$24.95	
Information & Entertainment			
Standard			
Preferred			
Music Choice Standalone			
TV OPTIONS	Selection(X)	Total Cost	
Sports Pack''			
Music Choice W/Business Class TV			
Canales Selecto			
Other Programming			
Other Programming			
Other Programming			
TV OUTLETS	Quantity	Unit Cost	Total Cost
Additional Outlets	0	\$0.00	\$0.00
HD TV Box Charges	0	\$5.00	\$0.00

* Not available in home offices or public view establishments. TV selections & options not available in all markets.

** Available for Information & Entertainment, Standard & Preferred TV offers only.

COMCAST BUSINESS CLASS TOTAL SERVICE CHARGES

Business Class Installation	Selection(X)	Unit Cost	Total Cost
Installation Fee	X	\$0.00	\$0.00
Voice Activation Fee*			
Auto-Attendant Setup Fee			
Voice Jack Fee			
Toll Free Activation Fee			
* Per line activation fee, up to four (4) line maximum charge.			
Total Installation Charges:*			\$0.00
* Does not include Custom Installation Fees referenced below.			
Total Monthly Service Charge			\$129.85
Promotional Code (if applicable)			
Less Discount (if applicable)			\$20.00
Total Recurring Monthly Bill:*			\$109.85
* Applicable federal, state, and local taxes and fees may apply.			

GENERAL SPECIAL INSTRUCTIONS



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: CITY OF CLINTON PUBLI

ID#: 2745639

COMCAST BUSINESS CLASS INTERNET CONFIGURATION DETAILS

Microsoft Office Communication Services

Microsoft Office Outlook Email Included with Internet Service	
Business Class Internet: Starter	2 Full Access
Business Class Internet: Preferred	4 Full Access
Other:	

Equipment Selection	IP Gateway
Business Class Web Hosting	No
Transfer Existing Comcast.net Email	No
Number of Static IPs*	1

* If 5 or 13 Static IPs are requested a STATIC IP JUSTIFICATION FORM is required.

COMCAST BUSINESS CLASS TV CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary	Outlet - 1	Analog
Outlet 2 - Additional		
Outlet 3 - Additional		
Outlet 4 - Additional		
Outlet 5 - Additional		
Outlet 6 - Additional		
Outlet 7 - Additional		
Outlet 8 - Additional		

Additional Comments:

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OUTLETS 9 & UP QUANTITY

Analog	
Digital	
HDTV	

COMCAST BUSINESS CLASS VOICE CONFIGURATION DETAILS

Phone #	Type	Voicemail

Customer Equipment

Phone System Type (Key System, PBX, Other)

--

Phone System Manufacturer

--

Fax Machine Manufacturer

--

Alarm System Vendor

--

Point of Sale Device

--

Telco Closet Location

--

Toll Free #	Calling Origination Area	Associated TN

Hunt Group Configuration Details

Hunt Group Features Requested (Yes/No)

--

Hunt Group Configuration Type

--

Hunt Group Pilot Number

--

Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	
Standard Industry Code Information	

Additional Voice Details

Caller ID (Yes/No)	
Caller ID Display Name (max 15 characters)	
Call Blocking (Yes/No)	
Auto-Attendant (Yes/No)	No



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: CITY OF CLINTON PUBLI

ID#: 2745639

CUSTOMER BILLING INFORMATION

Billing Account Name	<u>CITY OF CLINTON PUBLI</u>	City	<u>Clinton</u>
Billing Name (3rd Party Accounts)		State	<u>MS</u>
Address 1	<u>527 Springridge Rd</u>	ZIP Code	<u>39056</u>
Address 2		Billing Contact Email	
Billing Contact Name	<u>CITY OF CLINTON PUBLI Business Contact 1</u>	Billing Contact Phone	<u>(123) 456-8168</u>
Tax Exempt?*	<u>No</u>	Billing Fax Number	

* If yes, please provide and attach tax exemption certificate.

AGREEMENT

1. This Comcast Business Class Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Class Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Class Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Class Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE:

E911 NOTICE

Comcast Business Class Voice service ("Voice") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fail altogether.
- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.
- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.
- Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.

4. To complete a Voice order, Customer must execute a Comcast Letter or Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx .	
Signature:	<u>Rosemary G. Guitman</u>
Print:	<u>ROSEMARY G GUITMAN</u>
Title:	<u>MAYOR</u>
Date:	<u>3-17-2010</u>

FOR COMCAST USE ONLY	
Sales Representative:	<u>Robin Moore</u>
Sales Representative Code:	
Sales Manager/Director Name:	<u>Rob Bounds</u>
Sales Manager/Director Approval:	
Division:	<u>South</u>
Lead ID:	<u>2745639</u>



Comcast Business Class Internet
Change Base Upgrade/Downgrade HSI Service

Account CLINTON FIRE STATION

ID#: 10275535

Account Name: **CLINTON FIRE STATION**

Date: **02/25/2010**

Customer Address: **1669 NORTHSIDE DR CLINTON
MS 39056**

WB Account#: **900549751**

CSG/DST Account#: **0957741427701**

Customer Contact: **CLINTON FIRE STATION**

Customer Contact Phone: **1234568179**

Customer Email Notification
upon Completion: ☐

Service Term(Months)

36

Customer Contact Email:

Customer Requestor: **Robin Moore**

Customer Requestor Phone:

Services Modification

From	To	Existing	Add	Remove		
X					Business Class Internet - Lite	
					Business Class Internet - Standard	
					Business Class Internet - Enhanced	
					Business Class Internet - Starter	
	X				Business Class Internet - Preferred	
					Business Class Internet - Extreme	
					Basic Connect	
					Business Class Internet - Premium	
					Business Class Internet - Deluxe	
					Business Class Internet - Deluxe 100	
					Domain Name	
					Web Hosting	
					Bus Class E-mail	
			X		Static IP	\$14.95

Total Monthly Recurring **\$104.90**

Installation Charges will be waived for End-Users migrating from other Comcast High-Speed Internet Services where Comcast is not required to dispatch a Technician to complete the installation. Ancillary set-up fees may still apply.

The Parties agree to the Terms, Conditions and Pricing set forth in this Services Upgrade / Downgrade Order. This Services Upgrade / Downgrade Order amends and is subject to all Terms and Conditions set forth in the original Services Agreement, to include any and all preceding Amendments, Riders, Services Orders and Appendix. Except to the extent of such Amendments, Riders, Services Orders and Appendix, the original Services Agreement shall remain in full force and effect and unaffected hereby.

This Services Upgrade / Downgrade Order shall be deemed in-effect upon Customer signature.

Customer Signature

Signature:	
Printed Name:	ROSEMARY G. QUETMAN
Title:	MAYOR
Date:	3-10-2010



Comcast Business Class Internet
Change Base Upgrade/Downgrade HSI Service

Account CLINTON FIRE STATION CLINTON

ID#: 10275567

Account Name: **CLINTON FIRE**

Date: **03/16/2010**

Customer Address: **1234 CLINTON RAYMOND
CLINTON MS 39056**

WB Account#: **900549752**

CSG/DST Account#: **0957741427501**

Customer Contact: **CLINTON FIRE STATION**

Customer Contact Phone: **1234568180**

Customer Contact Email:

Customer Email Notification upon Completion: ☐ Service Term(Months) **36**

Customer Requestor: **Robin Moore**

Customer Requestor Phone:

Services Modification

From	To		Existing	Add	Remove		
X		Business Class Internet - Lite				Domain Name	
		Business Class Internet - Standard				Web Hosting	
		Business Class Internet - Enhanced				Bus Class E-mail	
		Business Class Internet - Starter				Static IP	\$14.95
	X	Business Class Internet - Preferred					
		Business Class Internet - Extreme					
		Basic Connect					
		Business Class Internet - Premium		X			
		Business Class Internet - Deluxe					
		Business Class Internet - Deluxe 100					

Total Monthly Recurring \$104.90

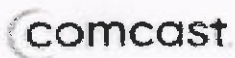
Installation Charges will be waived for End-Users migrating from other Comcast High-Speed Internet Services where Comcast is not required to dispatch a Technician to complete the installation. Ancillary set-up fees may still apply.

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This Services Upgrade / Downgrade Order shall be deemed in-effect upon Customer signature.

Customer Signature

Signature:	
Printed Name:	ROSEMARY G. HUITMAN
Title:	MAJOR
Date:	3.17.2010



Comcast Business Class Internet
Change Base Upgrade/Downgrade HSI Service

Account CLINTON FIRE STATION

ID#: 10275569

Account Name: **CLINTON FIRE STATION**

Date: **02/25/2010**

Customer Address: **910 OLD VICKSBURG R
CLINTON MS 39056**

WB Account#: **900549750**

CSG/DST Account#: **0957741427601**

Customer Contact: **CLINTON FIRE STATION**

Customer Contact Phone: **1234568178**

Customer Email Notification upon Completion: ☐ Service Term(Months) 36

Customer Contact Email:

Customer Requestor: **Robin Moore**

Customer Requestor Phone:

Services Modification

From	To		Existing	Add	Remove		
X		Business Class Internet - Lite				Domain Name	
		Business Class Internet - Standard				Web Hosting	
		Business Class Internet - Enhanced				Bus Class E-mail	
		Business Class Internet - Starter				Static IP	\$14.95
	X	Business Class Internet - Preferred					
		Business Class Internet - Extreme					
		Basic Connect					
		Business Class Internet - Premium		X			
		Business Class Internet - Deluxe					
		Business Class Internet - Deluxe 100					

Total Monthly Recurring **\$104.90**

Installation Charges will be waived for End-Users migrating from other Comcast High-Speed Internet Services where Comcast is not required to dispatch a Technician to complete the installation. Ancillary set-up fees may still apply.

The Parties agree to the Terms, Conditions and Pricing set forth in this Services Upgrade / Downgrade Order. This Services Upgrade / Downgrade Order amends and is subject to all Terms and Conditions set forth in the original Services Agreement, to include any and all preceding Amendments, Riders, Services Orders and Appendix. Except to the extent of such Amendments, Riders, Services Orders and Appendix, the original Services Agreement shall remain in full force and effect and unaffected hereby.

This Services Upgrade / Downgrade Order shall be deemed in-effect upon Customer signature.

Customer Signature

Signature:	<i>Rosemary G. Aultman</i>
Printed Name:	ROSEMARY G AULTMAN
Title:	MAVPA
Date:	3.17. 2010

Comcast Business Class Internet

Change Base Upgrade/Downgrade HSI Service

Account CITY OF CLINTON

ID# 10275723

Account Name: CITY OF CLINTON

Date: 03/01/2010

Customer Address: 200 W Leake St Clinton MS
39056

WB Account#: 900549725

CSG/DST Account#: 0957740341001

Customer Contact Phone: 6019245462

Customer Contact Email:

Customer Email Notification upon Completion: ☐

Service Term(Months)

36

Customer Requestor: **Robin Moore**

Customer Requestor Phone:

Services Modification

<u>From</u>	<u>To</u>	<u>Existing</u>	<u>Add</u>	<u>Remove</u>
X				Domain Name
				Web Hosting
				Bus Class E-mail
		X		Static IP
				\$14.95

Total Monthly Recurring	\$104.90
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Installation Charges will be waived for End-Users migrating from other Comcast High-Speed Internet Services where Comcast is not required to dispatch a Technician to complete the installation. Ancillary set-up fees may still apply.

The Parties agree to the Terms, Conditions and Pricing set forth in this Services Upgrade / Downgrade Order. This Services Upgrade / Downgrade Order amends and is subject to all Terms and Conditions set forth in the original Services Agreement, to include any and all preceding Amendments, Riders, Services Orders and Appendix. Except to the extent of such Amendments, Riders, Services Orders and Appendix, the original Services Agreement shall remain in full force and effect and unaffected hereby.

This Services Upgrade / Downgrade Order shall be deemed in-effect upon Customer signature.

Customer Signature

Signature:	<i>Rosemary H. Hulthman</i>
Printed Name:	ROSEMARY H. HULTHMAN
Title:	MAYOR
Date:	3.17.2010



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: CLINTON MAYORS OFC

ID#: 2747322

CUSTOMER INFORMATION (Service Location)

Address 1	300 JEFFERSON ST	City	Clinton
Address 2		State	MS
Primary Contact Name	CLINTON MAYORS OFC Business Contact	ZIP Code	39056
Business Phone	(123) 456-8183	County	
Cell Phone		Email Address	
Pager Number		Primary Fax Number	
Technical Contact Name		Tech Contact On-Site?	No
Technical Contact Business Phone		Technical Contact Email	
Property Manager Contact Name		Property Mgr. Phone	

COMCAST BUSINESS CLASS SERVICES

Selection (X)	
Business Class Voice	
Business Class Internet	X
Business Class TV	X
Service Term (Months)	36

COMCAST BUSINESS CLASS SERVICES DETAILS**Business Class Voice***

VOICE SELECTIONS	Quantity	Unit Cost	Total Cost
Full Feature Voice Lines			
Adtl. F.F. Voice Lines w/ pkg.			
4+ Lines			
Basic Lines			
Fax Lines			
Toll Free Numbers			
Voice - eMTA Equipment Fee			
VOICE OPTIONS	Selection(X)	Total Cost	
VoiceMail			
Directory Listing Suppression Fee			
Auto-Attendant			

* Voice offers & options not available in all markets.

Business Class Internet*

INTERNET SELECTIONS	Selection(X)	Total Cost
Starter		
Preferred	X	\$89.95
Other:		
Internet Equipment Fee		
INTERNET OPTIONS	Selection(X)	Total Cost
Microsoft Outlook Office Email	X	Included
Web Hosting - Starter	X	Included
Web Hosting - Business		
Web Hosting - Commerce		
Web Hosting - Professional		
Static IP - 1		
Static IP - 5	X	\$19.95
Static IP - 13		

* Internet selections & options not available in all markets.

Business Class Packages

Package Name:
PACKAGE DESCRIPTION

Business Class TV*

TV SELECTIONS	Selection(X)	Total Cost	
Basic			
Information & Entertainment			
Standard	X	\$69.95	
Preferred			
Music Choice Standalone			
TV OPTIONS	Selection(X)	Total Cost	
Sports Pack**			
Music Choice W/Business Class TV			
Canales Selecto			
Other Programming			
Other Programming			
Other Programming			
TV OUTLETS	Quantity	Unit Cost	Total Cost
Additional Outlets	1	\$9.95	\$9.95
HD TV Box Charges	0	\$5.00	\$0.00

* Not available in home offices or public view establishments. TV selections & options not available in all markets.

** Available for Information & Entertainment, Standard & Preferred TV offers only.

COMCAST BUSINESS CLASS TOTAL SERVICE CHARGES

Business Class Installation	Selection(X)	Unit Cost	Total Cost
Installation Fee	X	\$0.00	\$0.00
Voice Activation Fee*			
Auto-Attendant Setup Fee			
Voice Jack Fee			
Toll Free Activation Fee			
* Per line activation fee, up to four (4) line maximum charge.			
Total Installation Charges:**			\$0.00
* Does not include Custom Installation Fees referenced below.			
Total Monthly Service Charge			\$189.80
Promotional Code (if applicable)			
Less Discount (if applicable)			\$20.00
Total Recurring Monthly Bill:*			\$169.80
* Applicable federal, state, and local taxes and fees may apply.			

GENERAL SPECIAL INSTRUCTIONS

csl already has statics/contract renewal



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: CLINTON MAYORS OFC

ID#: 2747322

COMCAST BUSINESS CLASS INTERNET CONFIGURATION DETAILS

Microsoft Office Communication Services

Microsoft Office Outlook Email Included with Internet Service

Business Class Internet: Starter 2 Full Access

Business Class Internet: Preferred 4 Full Access

Other:

Equipment Selection

IP Gateway

Business Class Web Hosting

No

Transfer Existing Comcast.net Email

No

Number of Static IPs*

5

* If 5 or 13 Static IPs are requested a STATIC IP JUSTIFICATION FORM is required.

COMCAST BUSINESS CLASS TV CONFIGURATION DETAILS

Outlet Details	Location	Outlet Type
Outlet 1 - Primary	Outlet - 1	Analog
Outlet 2 - Additional	Outlet - 2	Analog
Outlet 3 - Additional		
Outlet 4 - Additional		
Outlet 5 - Additional		
Outlet 6 - Additional		
Outlet 7 - Additional		
Outlet 8 - Additional		

Additional Comments:

OUTLETS 9 & UP QUANTITY

Analog	
Digital	
HDTV	

COMCAST BUSINESS CLASS VOICE CONFIGURATION DETAILS

Phone #	Type	Voicemail

Customer Equipment

Phone System Type (Key System, PBX, Other)

Phone System Manufacturer

Fax Machine Manufacturer

Alarm System Vendor

Point of Sale Device

Telco Closet Location

Toll Free #	Calling Origination Area	Associated TN

Hunt Group Configuration Details

Hunt Group Features Requested (Yes/No)

Hunt Group Configuration Type

Hunt Group Pilot Number

Directory Listing Details

Directory Listing (Published, Non-Published, Unlisted)	
Directory Listing Phone Number	
Directory Listing Display Name	
DA/DL Header Text Information	
DA/DL Header Code Information	
Standard Industry Code Information	

Additional Voice Details

Caller ID (Yes/No)	
Caller ID Display Name (max 15 characters)	
Call Blocking (Yes/No)	
Auto-Attendant (Yes/No)	No



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: CLINTON MAYORS OFC

ID#: 2747322

CUSTOMER BILLING INFORMATION

Billing Account Name	CLINTON MAYORS OFC	City	Clinton
Billing Name (3rd Party Accounts)		State	MS
Address 1	300 Jefferson St	ZIP Code	39056
Address 2		Billing Contact Email	
Billing Contact Name	CLINTON MAYORS OFC Business Contact 1	Billing Contact Phone	(123) 456-8183
Tax Exempt?	No	Billing Fax Number	

* If yes, please provide and attach tax exemption certificate.

AGREEMENT

1. This Comcast Business Class Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Class Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Class Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments"), collectively referred to as the "Agreement". In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Class Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

3. IF CUSTOMER IS SUBSCRIBING TO COMCAST'S BUSINESS CLASS VOICE SERVICE, I ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE E911 NOTICE:

E911 NOTICE

Comcast Business Class Voice service ("Voice") may have the E911 limitations specified below:

- In order for 911 calls to be properly directed to emergency services using Voice, Comcast must have the correct service address for the Voice Customer. If Voice is moved to a different location without Comcast's approval, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or Voice (including 911) may fail altogether.

- Voice uses electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if the battery back-up in the associated multimedia terminal adapter is not installed, fails, or is exhausted after several hours.

- Voice calls, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

- Comcast will need several business days to update a Customer service address in the E911 system. All change requests and questions should be directed to 1-800-391-3000. USE OF VOICE AFTER DELIVERY OF THIS DOCUMENT CONSTITUTES CUSTOMER ACKNOWLEDGEMENT OF THE E911 NOTICE ABOVE.

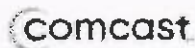
4. To complete a Voice order, Customer must execute a Comcast Letter of Authorization ("LOA") and submit it to Comcast, or Comcast's third party order entry integrator, as directed by Comcast.

5. New telephone numbers are subject to change prior to the install. Customers should not print their new number on stationery or cards until after the install is complete.

6. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx .	
Signature:	<i>Rosemary G. Hightman</i>
Print:	ROSEMARY G HIGHTMAN
Title:	MAYOR
Date:	3.17.2010

FOR COMCAST USE ONLY	
Sales Representative:	Robin Moore
Sales Representative Code:	
Sales Manager/Director Name:	Rob Bounds
Sales Manager/Director Approval:	
Division:	South
Lead ID:	2747322



BUSINESS CLASS SERVICE ORDER AGREEMENT

Account Name: CLINTON MAYORS OFC

ID#: 2747322

IP Justification Form

Comcast conforms to the North American IP Registry (ARIN) policies regarding IP address allocation. As part of its standard service, Comcast will assign up to eight IP addresses for customer use on their local area network (LAN). Customers can use this form for initial assignments and additional augmentations. Comcast requires a written justification form for any IP address blocks requested so that we can demonstrate to ARIN that IP addresses allocated to Comcast, or any underlying providers, are being used efficiently.

Per ARIN guidelines (<http://www.arin.net/intro.html>), organizations will be assigned address space based on immediate utilization plus three month and six month projected utilization. Organizations must exhibit a high confidence level in their three month and six month utilization rate and supply documentation to justify the level of confidence.

If you have any questions about the IP assignment policy or process, please refer to ARIN's IP Address Assignment Policy and Procedures, and RFC 2050 that can found at <http://www.arin.net/rfc/rfc2050.txt>.

Please complete the following form and submit it to your Comcast sales representative.

Customer Site

Location Name	CLINTON MAYORS OFC - CLINTON	1
Street	300 JEFFERSON ST	2a
Rm/Ste/FI		2b
City,State Zip	Clinton,MS 39056	2c
Phone #	(123) 456-8183	2d

Technical Contact

Name(First Last)	CLINTON MAYORS OFC Business Contact 1	3a
Title		3b
Phone #	(123) 456-8183	3c
Email		3d

Note: If more than one domain, use first domain registered.

4. Domain Name: _____

5. Do you have previously assigned addresses from Comcast?: ☐ Yes ☐ No

5b. If yes, what addresses were assigned?: _____

6. Number of IP addresses requested/needed within 6 months: 5

Note: If your organization already has IP space assigned, you must utilize 80% before applying for more IP space.

7. Use the following Network Table to describe your IP assignments within the next six months.

THIS IS REQUIRED

IP Number	IP Address (If known)	Below, provide a description of use for each IP requested
1		
2		
3		
4		
5		

I verify that I am authorized to represent the organization below and that the above information is true and correct. I understand that Internet Protocol Version 4 address space is limited and that users of the Internet are responsible for conserving address space and ensuring that space is utilized efficiently.

Print Name: _____	Title _____
Organization <u>CLINTON MAYORS OFC</u>	Phone # (day) <u>(123) 456-8183</u>
Email _____	Fax _____

PURCHASE REQUISITION

52520

DEPARTMENT

Public Works

DATE _____

1-26-10

DELIVER TO

PURCHASE ORDER #

52520

VENDOR NAME

Bobcat of Jackson

ADDRESS

Item	Description	Qty.	Est. Unit Price	Est. Total Price
	66" Snow + High Material Bucket			
	36 month Protection Plus			2350 ⁰⁰
	12" Severe Duty Trenching Bucket			585 ⁰⁰
BOARD APPROVED MAR 16 2010 CITY OF CLINTON				
BUDGET ACCT. # <u>400-650-730</u>			Subtotal	
APPROVAL - MAYOR <u>By Quetman 2-11-10</u>			Tax/Freight	
BOARD/ALDERMEN _____ (If Required)			Total	2935 ⁰⁰

Suggested Sources

ORIGINATOR

B. Luncford
Name

Name _____

2/3/10
LW

EQUIPMENT INC
 JACKSON BRANCH
 2309 HIGHWAY 80 WEST
 P.O. BOX 1987
 JACKSON, MS 39215
 PHONE: 601/948-3272

** **

Page 2

Date	Customer P.O.	Br	Ship Date	Salesman	Customer	Document
11/10/09	54750/52520	01	2/25/10	BRANDON MARTIN	102513	MS7003

Sold To CITY OF CLINTON
 P. O. BOX 156
 CLINTON MS 39056

Ship To CITY OF CLINTON
 P. O. BOX 156
 CLINTON MS 39056

601/924-2239

601/924-2239

FOB F.O.B. DELIVERED

Terms NET UPON RECEIPT

Qty

Description

Each

Amount

GOV'T AGENCY

EQUIPMENT

APPROVED
 MAR 02 2010
 CITY OF CLINTON
 PUBLIC WORKS DEPT.
Mike P.

BOARD APPROVED

MAR 16 2010

CITY OF CLINTON

VISIT OUR WEBSITE @WWW.EQUIPMENTINC.COM
 CELEBRATING OVER 36 YEARS OF SERVICE.

*Amount still due
 2350.00*

Total

40,330.00

Taken By

Date

Accepted By

Date

EQUIPMENT INCORPORATED

2309 HIGHWAY 80 WEST
POST OFFICE BOX 1987
JACKSON, MISSISSIPPI 39215-1987
(601) 948-3272
FAX (601) 949-7853

FAX**DATE:** 3/2/2010**TO:** Beth Ann**FROM:** Michelle**FAX:** 601-941-8532**PAGES, INCLUDING COVER:** 3**PHONE:****RE: P.O.#**

- ☐ **URGENT**
- ☐ **FOR REVIEW**
- ☐ **PLEASE REPLY**

We have already received
payment of \$37,980 leaving
a balance of \$2,350. This
difference is for the 36 month
extended warranty and 60" lt
material bucket.

Thank you,
Michelle

City of Clinton Mississippi

Department of Public Works

Mike Parker, Director

February 24, 2010

Ms. Denise Wilson
Department of Environmental Quality
Solid Waste Policy, Planning, and Grants
P.O. Box 2261
Jackson, Ms. 39225

Dear Ms. Wilson:

The City of Clinton would like to sponsor a Household Hazardous Waste Day event which would be held at the Public Works Department facility located at 527 Springridge Road. The facility has the space to accommodate both contractors and citizens. We will also provide the needed staff to assist with the collection of the items throughout the day. Our intentions are to contact several contractors familiar with this type of event and have them on site for the collections. We would like to collect paint, tires, containerized propellants and several other household hazardous waste products from the solid waste stream.

This event will be the first of its kind the City of Clinton has sponsored, and we feel it is a much needed event. The money from the grant application will be used to pay contractors for the collection and correct disposal of said waste. We are looking forward to the approval of this application and welcome any suggestions your staff may have to help this event be successful.

Sincerely,

Mike Parker
Director of Public Works

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GRANT APPLICATION
PART 1. GENERAL INFORMATION**

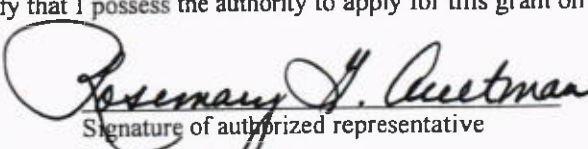
1. Name of Applicant City of Clinton Ms.
2. Address of Applicant P.O. Box 156
City Clinton State Ms. Zip 39060
3. Telephone No. of Applicant 601-924-2239
4. Contact Person Mike Parker
5. Address of Contact Person (if different than applicant) 527 Springridge Rd.
City Clinton State Ms Zip 39056
6. Telephone No. of Contact Person 601-924-2239
7. Email Address of Contact Person mparker@clintonms.org
8. Grant Request Category:
☒ a. Local Government Solid Waste Assistance Grant (attach Part 2a)
Competitive grant request _____ Non-Competitive grant request ☒
☐ b. Local Government Solid Waste Planning Grant (attach Part 2c)
☐ c. Local Government Waste Tire Grant (attach Part 2b)
9. Descriptive Title of Project/Program Household Hazardous Waste Day
10. Describe the geographic area which the project/program will serve including the population to be served and list all political subdivisions to be served (e.g. counties, cities, etc.):
City of Clinton Ms.
11. Is applicant in violation of or delinquent on, any condition of a previously awarded grant or loan from the MDEQ?
yes ☒ no (If yes, please attach an explanation)

12. Certification

To the best of my knowledge and belief, I certify that the information provided in this application including attachments is true, accurate, and correct. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Rosemary Aultman
Name of authorized representative (Please type or print)

Mayor
Title of authorized representative (Please type or print)


Signature of authorized representative

3.17.2010
Date

Mississippi Department of Environmental Quality
Solid Waste Policy, Planning & Grants Branch
P. O. Box 2261, Jackson, MS 39225
Phone: 601-961-5171/Fax: 601-961-5785

SOLID WASTE ASSISTANCE GRANT REQUEST

PART 2a

1. Grant Applicant: City of Clinton Ms.
2. Please check one or more of the following activities which the applicant intends to conduct with the requested funds and include an estimate of the total funds needed to conduct the activity. Also, attach a more detailed proposed breakdown of how the funds will be used, such as costs for construction, equipment, personnel, administration, etc., (Note that no more than 3% of the funds may be used for administration of the grant.)

Funds Requested

- | | | |
|-------------------------------------|---|---------------------|
| ☐ | A. Cleanup of existing and/or future unauthorized dumps on public or private property | \$ _____ |
| ☐ | B. Establishment of a collection center or program for white goods, recyclables or other bulky rubbish waste not managed by local residential solid waste collection programs | \$ _____ |
| ☐ | C. Provision of public notice and education related to the proper management of solid waste, including recycling | \$ _____ |
| ☐ | D. Payment of the costs of employing a local solid waste enforcement officer (Complete Supplemental Part 3) | \$ _____ |
| ☒ | E. Payment of a maximum of seventy-five percent (75%) of the cost of conducting household hazardous waste collection programs. | \$ <u>25,000.00</u> |
| ☐ | F. Development of other local solid waste management program activities associated with the prevention, enforcement or abatement of unauthorized dumps, as approved by the commission | \$ _____ |

TOTAL FUNDS REQUESTED \$ 25,000.00

3. Please attach a narrative description for each part of Section 2 checked above, indicating how the applicant proposes to conduct the activities with the funds requested.
- If the activity includes Section 2.A., the description must identify the primary solid waste management facilities that will be utilized to ensure proper management of all solid wastes. The description must also identify the person or office that will be responsible for making a reasonable effort to require any known person(s) responsible for creating an unauthorized dump to clean up the property before the applicant expends money from the grant funds to do so and the person or office that will be responsible on behalf of the applicant for making a reasonable effort to recover from the responsible person any funds expended by the applicant.
 - If the activity includes Section 2.B., the description should identify the location of any proposed collection center, if known, and any other primary solid waste management facilities that will be utilized to ensure proper management of all collected items.
 - If the activity includes Section 2.D., applicant must submit Part 3: Enforcement Officer Supplemental Grant Request form.
 - If the activity includes Section 2.E., the project shall be conducted in accordance with the Mississippi "Right-Way -To-Throw-Away Program" Regulations.

Mississippi Department of Environmental Quality
Solid Waste Policy, Planning & Grants Branch
P. O. Box 2261, Jackson, MS 39225
Phone: 601-961-5171/Fax: 601-961-5785