CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, FEBRUARY 3, 2009 - 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 Morgan 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
Mike Bishop – Alderman Ward 3
Kathy Peace – Alderwoman Ward 4
Mike Morgan – Alderman Ward 5
William Barnett – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A-BB

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

DIMENSIONAL VARIANCE – SIDE SETBACK – 1010 ARLINGTON STREET – ERIC AMUNDSON

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Bishop the board decided because of a lack of all the facts to table this item until the next board meeting. **MOTION CARRIED UNANIMOUSLY**

INSTALLATION OF FRONT, SIDE AND REAR FENCING – 304 E COLLEGE STREET – TARA LYTAL

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved the request for the installation of front, side and rear fencing at 304 E College Street owned by Tara Lytal. **MOTION CARRIED UNIANIMOUSLY**

APPROVE THE RE-APPOINTMENT OF NANCY DAVIS TO THE PLANNING AND ZONING COMMISSION

Upon presentation by Mike Bishop, Alderman Ward 3, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Barnett the board approved the re-appointment of Nancy Davis to the Planning and Zoning Commission. **MOTION CARRIED UNANIMOUSLY**

APPROVE THE FOUR (4) LEASE-PURCHASE BIDS FROM TRUSTMARK NATIONAL BANK FOR FIVE (5) POLICE CARS FOR THE POLICE DEPARTMENT, ONE (1) PICKUP TRUCK FOR THE COMMUNITY DEVELOPMENT DEPARTMENT, ONE (1) PICKUP TRUCK FOR THE PARKS AND RECREATION DEPARTMENT, AND ONE (1) PICKUP TRUCK FOR THE STREETS DEPARTMENT

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved the acceptance of the four (4) lease-purchase bids from Trustmark National Bank for five (5) police cars for the Police Department, one (1) pickup truck for the Community Development Department, one (1) pickup truck for the Parks and Recreation Department, and one (1) pickup truck for the Streets Department. Copies of the bids are on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE DECLARING ASSETS AS SURPLUS PROPERTY AND FURTHERMORE APPROVING THE SELL OR DISPOSAL OF SAID ASSETS

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved the assets (presented to them on a list) as surplus property and approved the sell or disposal of said assets. A copy of the list of assets is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF $9,332 FOR A HOMELAND SECURITY LAW ENFORCEMENT TERRORISM PREVENTION GRANT (#07LE147) FOR THE PURCHASE OF A METAL DETECTOR PACKAGE FOR THE POLICE DEPARTMENT

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Bishop the board approved the acceptance of $9,332 for a Homeland Security Law Enforcement Terrorism Prevention Grant (#07LE147) for the purchase of a metal detector package for the Police Department. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE THE MAYOR TO SIGN AND RE-NEW A LEASE AGREEMENT FOR THE STORAGE BUILDING LOCATED AT 1448 NORTHSIDE DRIVE TO STORE CRITICAL RESPONSE EQUIPMENT ASSIGNED TO THE POLICE DEPARTMENT

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Morgan the board approved authorizing the Mayor to sign and re-new a lease agreement for the storage building located at 1448 Northside Drive to store critical response equipment assigned to the Police Department. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF $100,000 FOR A HOMELAND SECURITY TERRORISM PREVENTION GRANT FOR CERTIFIED BOMB SQUADS (#08BS147) FOR THE POLICE DEPARTMENT

Upon presentation by Don Byington, Police Chief, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Bishop the board approved the acceptance of $100,000 for a Homeland Security Terrorism Prevention Grant for Certified Bomb Squads (#08BS147) for the Police Department. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF FINAL PLAT FOR THE OAKWOOD GLEN SUBDIVISION

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer the board approved the acceptance of the final plat for the Oakwood Glen subdivision. **MOTION CARRIED UNANIMOUSLY**

OTHER BUSINESS

AUTHORIZE THE MAYOR AS THE LPA CHIEF OFFICIAL TO REQUEST ACTIVATION OF THE HAMPSTEAD BOULEVARD – PHASE II PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved authorizing the Mayor as the LPA Chief Official to request activation of the Hampstead Boulevard – Phase II project. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:28 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 February 17, 2009 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary L Aultman
Rosemary Aultman, Mayor

February 4, 2009
Date

ATTEST: Russell L Wall
Russell L. Wall, City Clerk

February 4, 2009
Date

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: ~~January 6, 2009~~ FEBRUARY 3, 2009 AGENDA ITEM NO. 7A

CONSENT AGENDA:

TO:
FOR:
ACCT. NO :

This matter be tabled for further study motion: Brabham Second Bishop All aye

DISCUSSION/ACTION: Dimensional Variance of side setback
1010 Arlington Street, Eric Amundson

INTRODUCED BY: Jerry Bounds TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other: ______
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION: Planning and Zoning Commission recommends to deny.

BOARD ACTION: MOTION MADE BY: ______

SECONDED BY: ______

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham			
Hisaw			
Greer			
Bishop			
Peace			
Morgan			
Barnett			
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

RESOLUTION

RESOLUTION DENYING A DIMENSIONAL VARIANCE FOR ERIC AMUNDSON, 1010 ARLINGTON STREET, CLINTON MISSISSIPPI, AS DESCRIBED IN EXHIBIT "A"

WHEREAS, Mr. Eric Amundson., did file a request for a dimensional variance of the side setback requirements as set in Section 603 of the Zoning Ordinance of the City of Clinton, Mississippi; and,

WHEREAS, the Zoning Ordinance of the City of Clinton, Mississippi now require certain setback requirements as set forth therein; and,

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on January 27, 2009, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on January 27, 2009, adopted a motion to deny the request of Eric Amundson, for a dimensional variance of the eastern side setback and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinances; and

WHEREAS, the Owner has not complied with the requirements of the Zoning Regulations regarding dimensional variance; and,

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Eric Amundson for a dimensional variance of the eastern side setback is hereby denied and such action is taken pursuant to the findings of fact as set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.

2. The recommendation of the Planning and Zoning Commission is advisory in nature.

3. The Dimensional Variance requested does not meet the criteria of §2404.01 for the following reasons:

    a) Special conditions and circumstances does not exist which are peculiar to the land, structure, or building involved
    b) That literal interpretation of the provisions of this Ordinance would not deprive the applicant rights commonly enjoyed by other properties in the same district
    c) That granting the variance requested will confer on the application a special privilege that is denied by this Ordinance to other lands, structures, or buildings in the same zoning district.

The foregoing Resolution, having been reduced to writing, Alderman __________ moved to accept the recommendation of the Planning and Zoning Commission to deny the request of Eric Amundson, 1010 Arlington Street, for a dimensional variance of side yard setback. Alderman ___________ seconded. The vote was as follows:

Alderman Brabham voted: ________________

Alderman Hisaw voted: ________________

Alderman Greer voted: ________________

Alderman Bishop voted: ________________

Alderwoman Peace voted: ________________

Alderman Morgan voted: ________________

Alderman Barnett voted: ________________

Whereupon the Mayor declared the Motion carried and the resolution approved and adopted. The foregoing resolution was approved this the ______ day of _____________________ 2009.

CITY OF CLINTON

BY: ____________________________
ROSEMARY AULTMAN, MAYOR

ATTEST:

____
RUSSELL WALL, CITY CLERK

(SEAL)

EXHIBIT "A"

Lot 152 Clinton Park Subdivision Part 5. AKA 1010 Arlington Street

REQUEST FOR DIMENSIONAL VARIANCE APPLICATION

Subject Property Address 1010 Arlington St Clinton MS

Owner Eric A. Amundson

Address 1010 Arlington St
Clinton, MS 39056

Phone # 601-454-4038

Current Zoning District R1

Requirements of Applicant:

1. Letter stating reason for requested dimensional variance.
2. Copy of the written legal description.
3. Site plan of property.
4. $250.00 fee required for processing.

Requirements for Granting Variances: *(Section 2404.01 – Zoning Ordinance)*

(a). Applicant shall demonstrate that special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.

(b). Applicant shall demonstrate that literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under terms of this Ordinance.

(c). Applicant shall demonstrate that granting the variance will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for a dimensional variance.

[signature] 12-23-08

Signature Date

Tammy Roberts
Compliance Officer
Community Development

I am requesting a variance in order to place a storage shed in the backyard of my house. My house is on a bend in the street so the backyard is oddly shaped. I am requesting that a variance of four and one-half feet of the side set back be granted so that I may construct a storage shed on the southeastern side of my backyard.

My lot goes from a width of one hundred thirteen feet and nine inches in the front, to a width of fifteen feet in the back. A glance at the Hinds County Ownership Map, of Clinton Park Subdivision, shows that my lot is the only one of such extreme in dimensions. If I follow the instructions, as outlined in the ordinance, which is eight feet from the side of the yard and ten feet from the back of the yard, the shed would be in the middle of my backyard and not consistent with the positioning of sheds and workshops in my neighborhood. It would be unattractive and leave a non functional backyard. I also have a utility pole in my backyard and the shed, positioned as outlined in the ordinance, would then hamper access to the utility pole. I can find no other alternative than to place the shed to the side of the yard.

As I read the setback, detailed in the R-1 zoning ordinance, I found that it is based upon the presumption that my lot would be a minimum of 11,500 square feet and of a more conventional shape. Whereas my lot is, approximately, 9237 square feet and of an extreme shape. This is further reinforced by viewing maps that show no other yards of extremes in dimension or shape as mine.

Also, as I indicated earlier, I have a utility pole located in my backyard. I have been told that the utility right-of-way would infringe further into my property. This easement extends five feet from all directions of the utility pole, ten feet in total. This further limits where I may locate a structure. Also, as previously stated, if I were to place the structure as outlined this would lock access to the pole.

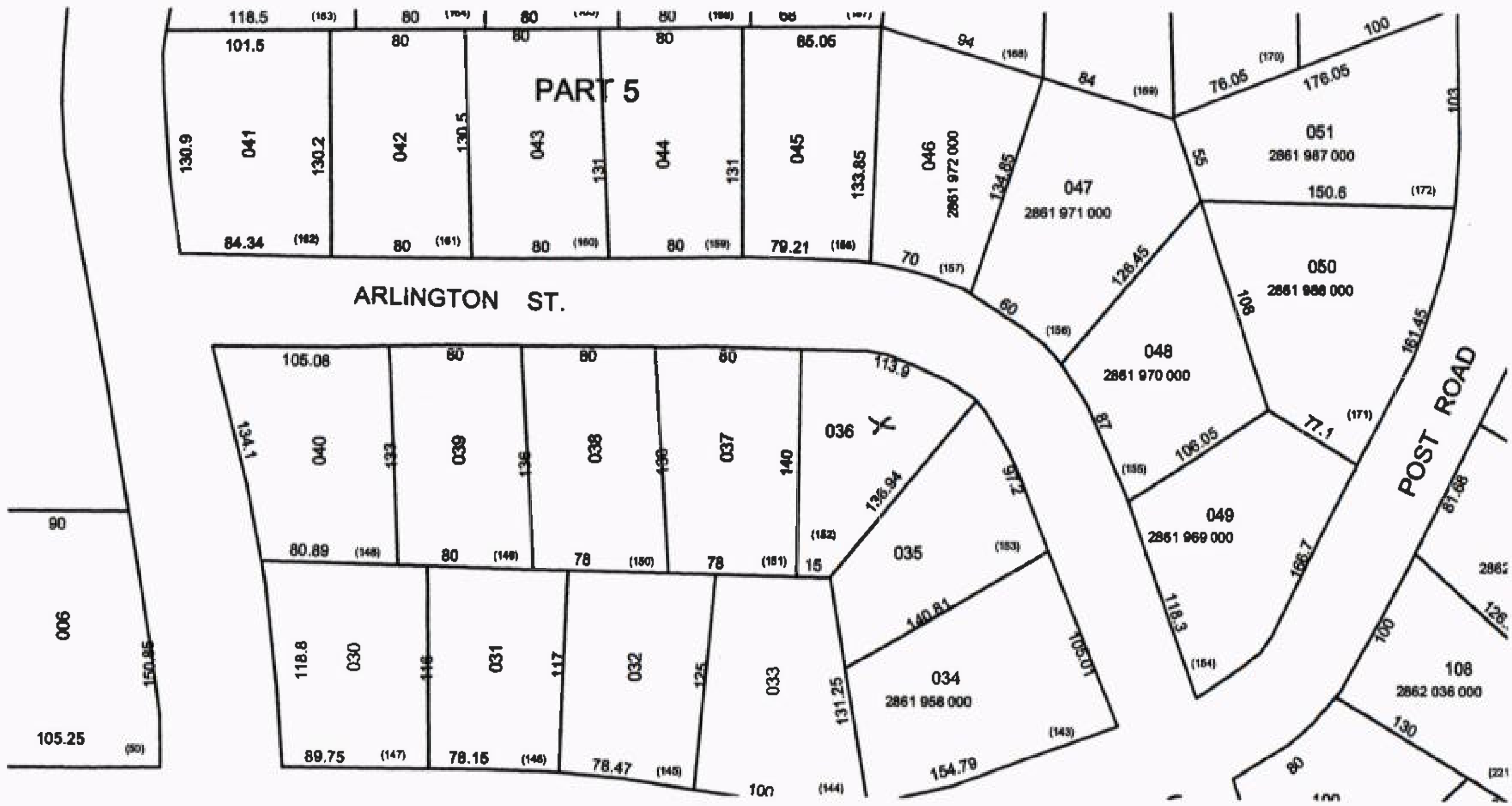
My house is on a plot of land bordered by Lakeview Drive, Arlington Street and Post Road. There are a total of eleven houses located on this plot of land. Of the eleven houses nine have storage sheds, work shops, out buildings or a combination there of that are in a position similar to what I am requesting. One, of the two remaining yards, I am unable to see into the backyard of one to determine whether there are any structures in the backyard so I treated it as if there are no structures. This means that 81.8% of the yards, on this plot of land, currently have structures positioned similar to what I am requesting.

As I have driven around my neighborhood and from viewing "Google Maps" Yahoo Maps" satellite view and "Map Quest" aerial view I see that what I am requesting is not out of the norm and is consistent with the neighborhood.

I believe that the preceding information shows that special conditions and circumstances exist in my yard that do not exist in other yards. That strict interpretation of the ordinances would deprive me of rights already enjoyed by other properties in the Clinton Park Subdivision. That granting this variance does not confer on me rights that are not enjoyed by others. I hope that you will find this matter in my favor. Thank you for your time and consideration.

Thank you.

Eric Amundson
1010 Arlington St.
Clinton, MS 39056
H 601-488-4038
C 601-454-6680


PART 5
ARLINGTON ST.
POST ROAD
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042
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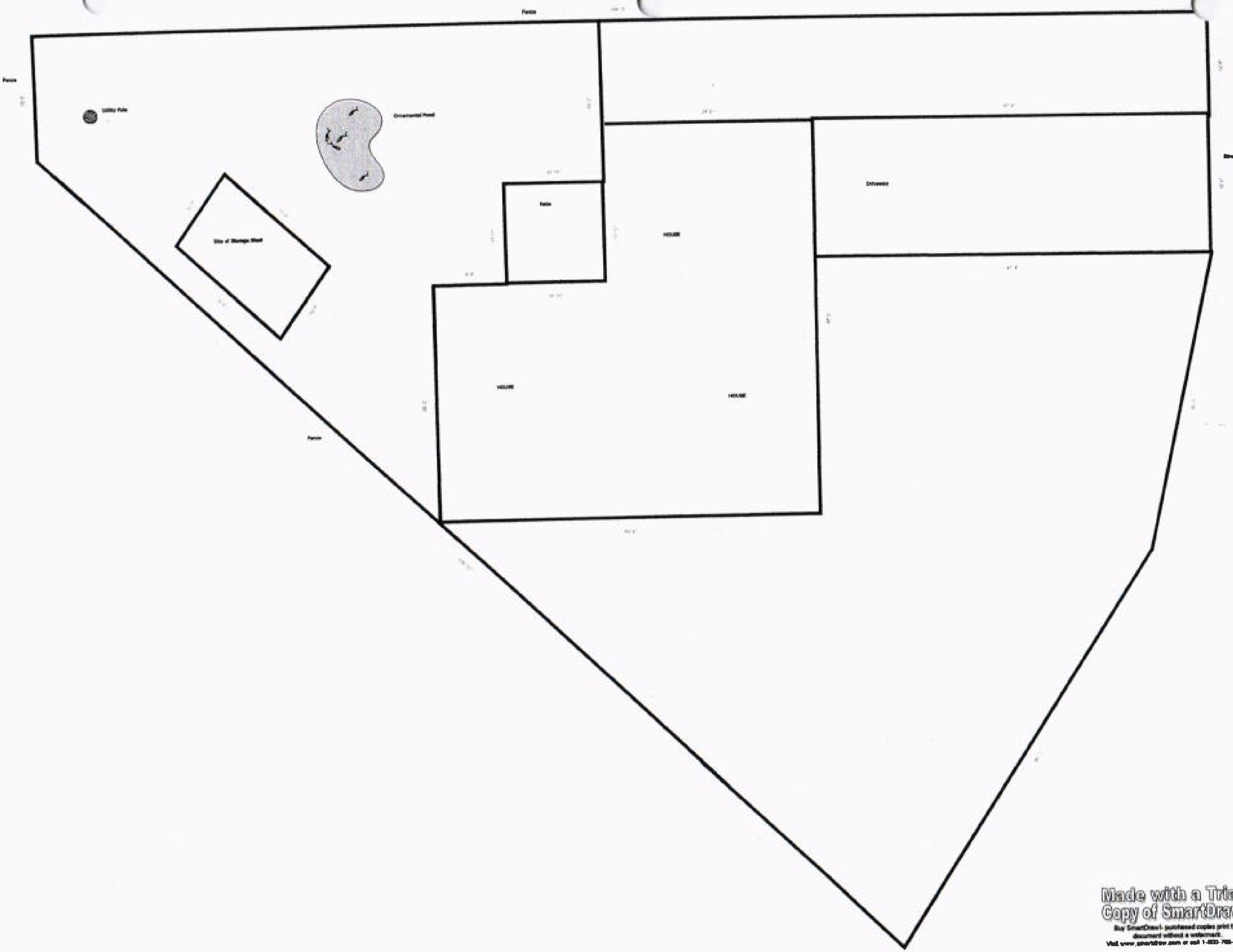

Fence
Fence
Fence
Street
Utility Pole
Ornamental Pond
Site of Storage Shed
Patio
HOUSE
HOUSE
HOUSE
Driveway

PLANNING AND ZONING COMMISSION
Clinton, Mississippi
Tuesday, January 27, 2009
7:00 P.M.
Municipal Courtroom
305 Monroe Street

MINUTES

Commission members present: Jim Martin, Mark Williams, Ryan Tracy, Bettye King, Nancy Davis. City officials present: Jerry Bounds, Director, Ken Dreher, City Attorney and Tammie Roberson, Compliance Officer.

CALL TO ORDER

The meeting was called to order at 7:00 pm by Chairman Jim Martin.

CONSIDERATION AND APPROVAL OF NOVEMBER 25, 2008 MINUTES.

MOTION was made by Bettye King to approve the Minutes of the November 25, 2008 as written. SECOND by Nancy Davis. MOTION carried UNANIMOUSLY, none opposed.

NEW CONSIDERATIONS

Dimensional variance of side setbacks for an accessory building in the rear yard located at 1010 Arlington Street.
Representative present: Eric Amundson

Eric Amundson is requesting a four and one-half foot dimensional variance of the eastern side yard setback.

Section 401.05 Accessory Buildings and Uses of the Clinton Zoning Ordinance states:

a) Accessory buildings or uses are prohibited in the front and side yard of any district.
b) Accessory buildings or uses may be placed in the required rear yard of any main building or use in any district, provided that the accessory building or use is at least ten feet from the rear property line and at least eight from the side property.
c) Accessory buildings shall not cover more than ten percent of the rear yard in any district.
d) Accessory buildings shall not exceed a height of twelve feet, unless approved by the Mayor and Board of Aldermen.
e) Exterior and materials of the accessory buildings or uses shall be compatible with surrounding structures, unless accessory building is screened by solid fencing as to not be visible from the street and sides.

Section 2404.01 Requirements for Granting Dimensional Variance of the Clinton Zoning Ordinance states:

a) Applicant shall demonstrate that special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings in the same district.
b) Applicant shall demonstrate that literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other

properties in the same district under terms of this Ordinance.

c) Applicant shall demonstrate that granting the variance will not confer on the applicant any special privilege that is denied by this Ordinance to other lands, structures or buildings in the same district.

Nancy Davis stated that she had spoken with Jim and Melba Douglas, neighbors of Mr. Amundson, and they had no objection to the structure and did not know of any one on Arlington Street that had any objections.

Mr. Amundson stated that the previous owners had enclosed the garage and the house has vaulted ceilings, therefore storage space is limited. He also added that his neighbor on the east side of him has a storage building next to his building.

A public hearing was held.

Peggy Lupo, 1012 Arlington, stated she cannot get flood insurance on her property and the she will receive water from this building. She presented pictures to the commission. Ms. Lupo added that her porch recently had one inch of water. Her porch is approximately three inches lower than her foundation.

Bettye King asked about the contours of her property. Ms. Lupo responded that she is lower than Mr. Amundson. Mrs. King stated that you have to deal with the existing contours of the land.

Ryan Tracy asked Mr. Amundson if he would be opposed to installing gutters on that side of the building and installing French drains to carry the water to the street. Mr. Amundson said he had no problem with adding gutters and he already has a French drain that he can tie the gutters into.

There is an existing metal accessory building located behind the one that is being built. Mark Williams asked if this structure would remain. Mr. Amundson replied the metal building would be removed.

Ms. Lupo stated the water increased during that last few large rains. Jim Martin asked her if she thought it was due to the accessory building or the heavy rain. Ms. Lupo answered she wasn't sure.

Jim Martin stated the zoning ordinance purpose is uniformity throughout the City. And setbacks are to protect neighbors. However, it was not known if the water was caused by the building or due to heavy rainfall and questions regarding the original metal shed, he was not sure if a recommendation should be made or to table the consideration to gather water flow information.

Mr. Amundson again stated the metal shed was to be demolished.

Ryan Tracy asked if the consideration was tabled, what other information could that request, an engineer's report.

Ken Dreher stated it appears the water drainage is due to the contour of the land. Mr. Amundson added the accessory building was not built directly on the ground and the grade of the land was not changed.

Mr. Tracy asked if Mr. Amundson would install the gutter and tie into the French drain to see if that would address the water issue and then bring this information back to the Commission. Mr. Amundson stated the only problem is that he is being deployed for a year in February.

Ms. Lupo stated she was most upset that he began work without a permit and had no regard to neighbor's property lines.

Bettye King stated he should be given credit for the utility pole in his rear yard since this utility pole is used by utility companies and not as a personal security light.

MOTION was made by Ryan Tracy recommend to the Mayor and Board of Aldermen to deny the request for a dimensional variance of side setbacks for an accessory building in the rear yard located at 1010 Arlington Street unless an agreement regarding the water issues can be reached between Mr. Amundson and Ms. Lupo. SECOND by Jim Martin. MOTION carried with a 3-2 vote: FOR – Mark Williams, Ryan Tracy, Jim Martin; AGAINST – Bettye King, Nancy Davis.

OTHER BUSINESS

Request to install front, side and rear fencing at 304 E. College Street in the Olde Towne Clinton District.
Representative present: Tara Lytal

Tara Lytal, owner of property located at 304 E. College Street, is requesting approval to install fencing in the front, side and rear yard. The side fence would be a solid wood good neighbor, the front and rear fence would be a picket fence painted to match the trim of the house.

Request has been approved by the Clinton Historical Preservation Commission.

MOTION was made by Betty King recommend to the Mayor and Board of Aldermen to approve the request to install front, side and rear fencing at 304 E, College Street in the Olde Towne Clinton District. SECOND by Ryan Tracy. MOTION carried unanimously, NONE opposed.

ADJOURNMENT
MOTION was made by Ryan Tracy to adjourn the meeting. SECOND by Betty King. MOTION carried unanimously, NONE opposed.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: February 3, 2009 AGENDA ITEM NO. 7B

CONSENT AGENDA:

TO:
FOR:
ACCT. NO :

DISCUSSION/ACTION: Olde Towne Clinton
Installation of front, side and rear fencing
304 E College Street, Tara Lytal

INTRODUCED BY: Jerry Bounds TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other: ______
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION: Planning and Zoning Commission recommends approval.
Historical Preservation Committee recommends approval.

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Peace

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE

MINUTES
HISTORICAL PRESERVATION COMMISSION
Clinton, Mississippi
Monday, January 26, 2009
8:30 am.
Community Development
200 W. Leake Street

Members present: Debbe Tillman, Jerry Bounds, Director, and Tammie Roberson, Compliance Officer

I. Call to Order

The meeting was called to order at 8:30a.m.

II. New Considerations

Request by Tara Lytal to install a front, side and rear fence at 304 E College Street.

Recommendation was made by Debbe Tillman to approve the request as submitted.

III. Other Business

There was no other business to consider.

IV. Adjournment

The meeting was adjourned at 9:00am.

Tara Lytal
304 E. College Street
Clinton, Mississippi 39056

Proposed fence:

Phase 1

1) Good neighbor 6' fence on east side of lot (adjacent to 306 College Street) & side yard connecting to house with 10' drive gate. Fence would be made out of cypress.

2) Good neighbor 6' fence on west side of lot (adjacent to old Ratliff Garage) & side yard connecting to house with 4' walk through gate. Fence would be made out of cypress.

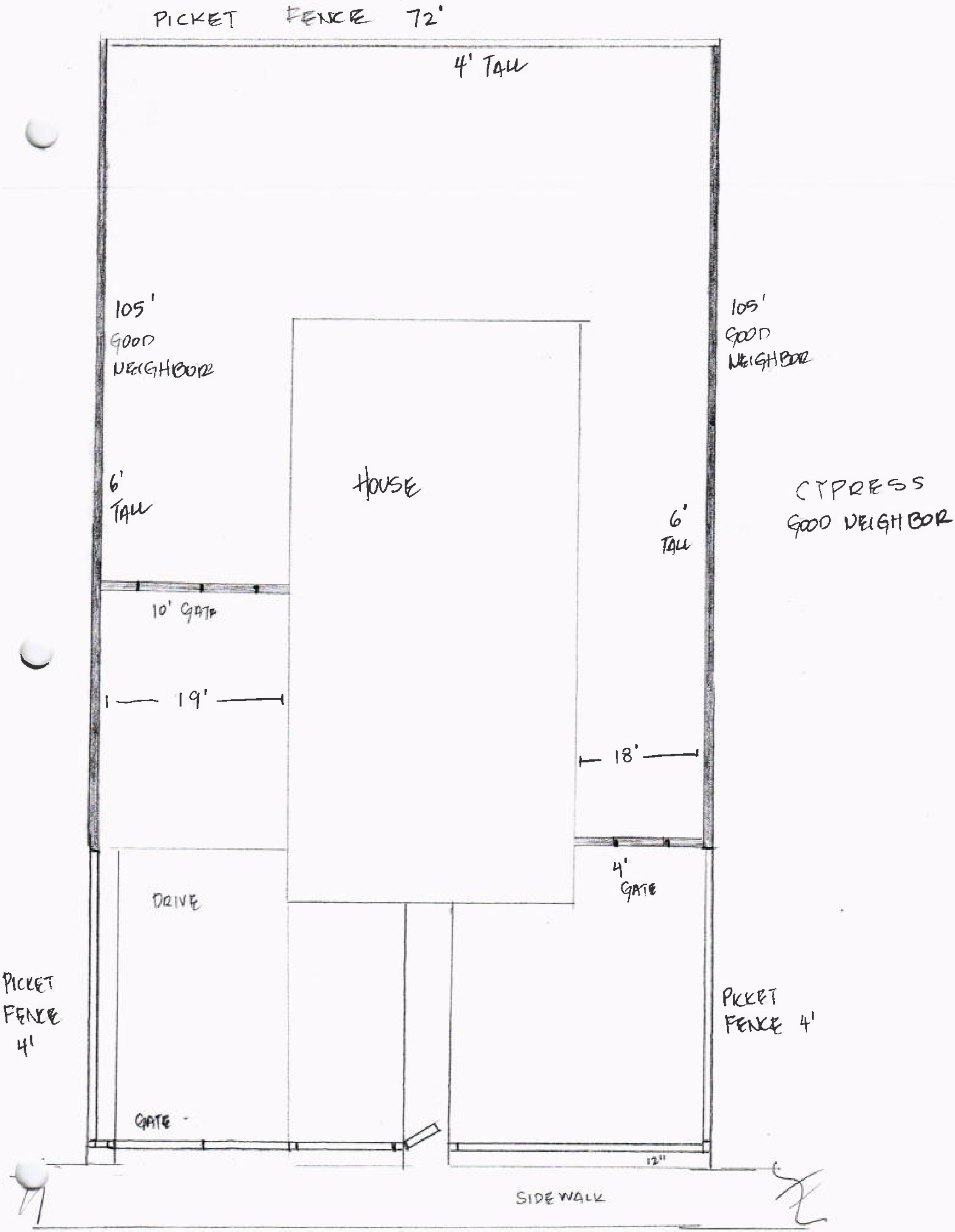
3) Picket 4' fence along south property line. Fence would be made out of cypress.

Phase 2

1) Picket 4' fence along the east and west side of property lines, connecting to the good neighbor fence.

2) Picket 4' fence along the north College Street side of property, set back 12" from the sidewalk with 4' walk through gate at the front sidewalk and approximately a 10' drive gate across the driveway. Fence would be made out of cypress.

3) Front picket fence will be painted the house trim color.


PICKET FENCE 72'
4' TALL
105'
GOOD NEIGHBOR
105'
GOOD NEIGHBOR
HOUSE
CYPRESS
GOOD NEIGHBOR
6' TALL
6' TALL
10' GATE
19'
18'
4' GATE
DRIVE
PICKET FENCE 4'
PICKET FENCE 4'
GATE
12"
SIDEWALK

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: February 3, 2009 AGENDA ITEM NO. 8

CONSENT AGENDA: TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Nancy Davis re- appointment to the P&Z Commission

INTRODUCED BY: Mike Bishop, Alderman, Ward 3 TELEPHONE:

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other:
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION: MOTION MADE BY: Bishop

SECONDED BY: Barnett

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: February 3, 2009 AGENDA ITEM NO. 9

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approve the four (4) lease-purchase bids from Trustmark National Bank for five (5) Police Cars for the Police Department, One (1) Pickup Truck for the Community Development Department, One (1) Pickup Truck for the Parks and Recreation Department, and One (1) Pickup Truck for the Streets Department.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY: Peace

SECONDED BY: Brabham

VOTE CAST: TAKEN:	"AYE"	"NAY"	ACTION
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

City of Clinton
Mississippi

Rosemary Aultman, Mayor

MEMORANDUM

TO: Mayor and Board of Aldermen

FROM: Russell Wall, City Clerk RWall

DATE: January 30, 2009

RE: Financing Rates for five (5) Police Cars and three (3) Pickup Trucks

I requested and received leasing rate quotes from BancorpSouth Equipment Finance (Bancorp South Bank, Hattiesburg, MS) and Trustmark National Bank (Clinton, MS) for the funding of five (5) Police Cars for the Police Department, One (1) Pickup Truck for the Community Development Department, one (1) Pickup Truck for the Parks and Recreation Department, and one (1) Pickup Truck for the Streets Department. The estimated cost of the contract is $171,592.20 for all four agreements.

Details of the bids are listed below:

Police Department	BancorpSouth Equipment Finance	Trustmark National Bank
Five 2008 Ford Crown Victoria Police Cars		
Lease term of 36 months:		
Monthly Payments (in arrears)	$3,086.39	$3,081.71
Annual rate	3.34%	3.20%

Parks and Recreation Department	**BancorpSouth Equipment Finance**	**Trustmark National Bank**
One 2008 Ford F250 Pickup Truck		
Lease term of 36 months:		
Monthly Payments (in arrears)	$572.00	$571.39
Annual rate	3.34%	3.23%

Community Development Department	**BancorpSouth Equipment Finance**	**Trustmark National Bank**
One 2008 Chevrolet Silverado		
Lease term of 36 months:		
Monthly Payments (in arrears)	$560.74	$560.15
Annual rate	3.34%	3.23%

Street department	**BancorpSouth Equipment Finance**	**Trustmark National Bank**
One 2008 Ford F250 Pickup Truck		
Lease term of 36 months:		
Monthly Payments (in arrears)	$553.79	$553.20
Annual rate	3.34%	3.23%

Based on the above information, I am recommending that we accept the funding offers from Trustmark National Bank for these four (4) lease-purchase transactions.

Trustmark National Bank
1151 Pinehaven Rd
Clinton, MS 39056
601-354-5948 Phone
601-944-7999 Fax

Trustmark

January 23, 2009

Rosemary Aultman, Mayor
City of Clinton, Mississippi
P. O. Box 156
Clinton, Miss. 39060

Dear Mayor Aultman:

I am pleased to inform you that Trustmark National Bank "Trustmark/Bank" has approved the following financing "Commitment" for the City of Clinton Mississippi "City":

Amount: $105,585.00 (One Hundred Five Thousand Five Hundred Eighty Five Dollars), "Lease-Purchase".

Purpose: To fund the lease purchase of five (5) 2008 Ford Crown Victoria Police Cars for the Police Department.

Terms: 36 monthly payments each in the amount of $3,081.71. The total repayment for this loan will be 36 @ $3,081.71 = $110,941.56.

Interest Rate: The interest rate will be fixed at 3.20**%** for the entire term of the lease purchase.

Collateral: This Lease-Purchase will be secured by a first lien, provided for in the Lease Purchase Agreement, covering five (5) 2008 Ford Crown Victoria Police Cars.

Fees: There will be no fees charged to the City for this financing.

Prepayment: This Lease-Purchase does not have a prepayment penalty.

This offer is subject to the following general terms and conditions:

1. **AUTHORITY**: The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required. Further, this transaction must be designated by a resolution or order of the Board Of Aldermen ("the Board") as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.

2. **DOCUMENTATION**: Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an **opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation**. The City will also complete an IRS Form 8038-G in a timely manner and provide a copy to Trustmark.

3. **EXPIRATION:** The aforementioned quote will expire at midnight, February 16, 2009, unless accepted prior to then by the City or extended by mutual agreement between Trustmark and the City.

I hope that you find the terms and conditions set out in this Commitment acceptable. If so, please acknowledge your acceptance by signing one copy of this letter at the bottom and returning it to me in the enclosed envelope.

Sincerely,
Nolan Aikens
Nolan Aikens
Vice President

Acceptance

The terms and conditions of this Commitment are accepted this the 3rd day of FEBRUARY, 2009.

The City of Clinton Mississippi

By: Rosemary G. Aultman Mayor
Title

Trustmark National Bank
1151 Pinehaven Rd
Clinton, MS 39056
601-354-5948 Phone
601-944-7999 Fax

Trustmark

January 23, 2009

Rosemary Aultman, Mayor
City of Clinton, Mississippi
P. O. Box 156
Clinton, Miss. 39060

Dear Mayor Aultman:

I am pleased to inform you that Trustmark National Bank "Trustmark/Bank" has approved the following financing "Commitment" for the City of Clinton Mississippi "City":

Amount: $19,568.00 (Nineteen Thousand Five Hundred Sixty Eight Dollars), "Lease-Purchase".

Purpose: To fund the lease purchase of One (1) 2008 Ford F250 pickup truck for the Parks and Recreation Department.

Terms: **36** monthly payments each in the amount of $571.39. The total repayment for this loan will be 36 @ $571.39 = $20,570.04.

Interest Rate: The interest rate will be fixed at 3.23% for the entire term of the lease purchase.

Collateral: This Lease-Purchase will be secured by a first lien, provided for in the Lease Purchase Agreement, covering one (1) 2008 Ford F250 pickup truck.

Fees: There will be no fees charged to the City for this financing.

Prepayment: This Lease-Purchase does not have a prepayment penalty.

This offer is subject to the following general terms and conditions:

1. **AUTHORITY**: The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required. Further, this transaction must be designated by a resolution or order of the Board Of Aldermen ("the Board") as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.

2. **DOCUMENTATION**: Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an **opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation**. The City will also complete an IRS Form 8038-GC in a timely manner and provide a copy to Trustmark.

3. **EXPIRATION:** The aforementioned quote will expire at midnight, February 16, 2009, unless accepted prior to then by the City or extended by mutual agreement between Trustmark and the City.

I hope that you find the terms and conditions set out in this Commitment acceptable. If so, please acknowledge your acceptance by signing one copy of this letter at the bottom and returning it to me in the enclosed envelope.

Sincerely,
Nolan Aikens
Nolan Aikens
Vice President

Acceptance

The terms and conditions of this Commitment are accepted this the 3rd day of February, 2009.

The City of Clinton Mississippi

By: Rosemary D. Aultman Mayor
Title

Trustmark National Bank
1151 Pinehaven Rd
Clinton, MS 39056
601-354-5948 Phone
601-944-7999 Fax

Trustmark

January 23, 2009

Rosemary Aultman, Mayor
City of Clinton, Mississippi
P. O. Box 156
Clinton, Miss. 39060

Dear Mayor Aultman:

I am pleased to inform you that Trustmark National Bank "Trustmark/Bank" has approved the following financing "Commitment" for the City of Clinton Mississippi "City":

Amount: $19,183.00 (Nineteen Thousand One Hundred Eighty Three Dollars), "Lease-Purchase".

Purpose: To fund the lease purchase of one (1) 2008 Chevrolet Silverado 1500 pickup truck for the Community Development Department.

Terms: **36** monthly payments each in the amount of $560.15. The total repayment for this loan will be 36 @ $560.15 = $20,165.40.

Interest Rate: The interest rate will be fixed at 3.23% for the entire term of the lease purchase.

Collateral: This Lease-Purchase will be secured by a first lien, provided for in the Lease Purchase Agreement, covering one (1) 2008 Chevrolet Silverado 1500 pickup truck.

Fees: There will be no fees charged to the City for this financing.

Prepayment: This Lease-Purchase does not have a prepayment penalty.

This offer is subject to the following general terms and conditions:

1. **AUTHORITY**: The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required. Further, this transaction must be designated by a resolution or order of the Board Of Aldermen ("the Board") as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.

2. **DOCUMENTATION**: Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an **opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation**. The City will also complete an IRS Form 8038-GC in a timely manner and provide a copy to Trustmark.

3. **EXPIRATION:** The aforementioned quote will expire at midnight, February 16, 2009, unless accepted prior to then by the City or extended by mutual agreement between Trustmark and the City.

I hope that you find the terms and conditions set out in this Commitment acceptable. If so, please acknowledge your acceptance by signing one copy of this letter at the bottom and returning it to me in the enclosed envelope.

Sincerely,
Nolan Aikens
Nolan Aikens
Vice President

Acceptance

The terms and conditions of this Commitment are accepted this the 3rd day of FEBRUARY, 2009.

The City of Clinton Mississippi

By: Rosemary G. Aultman Mayor
Title

Trustmark National Bank
1151 Pinehaven Rd
Clinton, MS 39056
601-354-5948 Phone
601-944-7999 Fax

Trustmark

January 23, 2009

Rosemary Aultman, Mayor
City of Clinton, Mississippi
P. O. Box 156
Clinton, Miss. 39060

Dear Mayor Aultman:

I am pleased to inform you that Trustmark National Bank "Trustmark/Bank" has approved the following financing "Commitment" for the City of Clinton Mississippi "City":

Amount: $18,945.00 (Eighteen Thousand Nine Hundred Forty Five Dollars), "Lease-Purchase".

Purpose: To fund the lease purchase of one (1) 2008 Ford F250 pickup truck for the Street Department.

Terms: 36 monthly payments each in the amount of $553.20. The total repayment for this loan will be 36 @ $553.20 = $19,915.20.

Interest Rate: The interest rate will be fixed at 3.23% for the entire term of the lease purchase.

Collateral: This Lease-Purchase will be secured by a first lien, provided for in the Lease Purchase Agreement, covering one (1) 2008 Ford F250 pickup truck.

Fees: There will be no fees charged to the City for this financing.

Prepayment: This Lease-Purchase does not have a prepayment penalty.

This offer is subject to the following general terms and conditions:

1. **AUTHORITY**: The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required. Further, this transaction must be designated by a resolution or order of the Board Of Aldermen ("the Board") as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.

2. **DOCUMENTATION**: Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an **opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation**. The City will also complete an IRS Form 8038-GC in a timely manner and provide a copy to Trustmark.

3. **EXPIRATION:** The aforementioned quote will expire at midnight, February 16, 2009, unless accepted prior to then by the City or extended by mutual agreement between Trustmark and the City.

I hope that you find the terms and conditions set out in this Commitment acceptable. If so, please acknowledge your acceptance by signing one copy of this letter at the bottom and returning it to me in the enclosed envelope.

Sincerely,
Nolan Aikens
Nolan Aikens
Vice President

Acceptance

The terms and conditions of this Commitment are accepted this the 3rd day of FEBRUARY, 2009.

The City of Clinton Mississippi

By: Rosemary G. Aultman Mayor
Title

BancorpSouth
Equipment Finance

1/21/2009

***Sent via:* E-Mail: arichburg@clintonms.org**

City of Clinton
P.O. Box 156
Clinton, Ms

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor:	BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee:	City of Clinton
3. Equipment Description	5- 2008 Ford Crown Victoria Police Cars
4. Equipment Cost:	$105,585.00
5. Lease Term:	3 Years
6. Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) **36 Monthly payments of $3,086.39** **Payment in Arrears**
7. Lease Rate:	3.34%
8. Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior to 4/20/09. If the equipment is not delivered and the lease funded prior to 4/20/09, this proposal is null and void. Any extension of the funding date must be in writing.
9. Purchase Option:	Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than $10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on 2/20/09. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee

Bob Lee
Vice President

ACKNOWLEDGMENT AND ACCEPTANCE

By: ______________________________
Title

Date: ______________________________

BancorpSouth
Equipment Finance

1/21/2009

***Sent via:* E-Mail:** arichburg@clintonms.org

City of Clinton
P.O. Box 156
Clinton, Ms

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor:	BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee:	City of Clinton
3. Equipment Description	2008 Ford F250 Pickup Truck
4. Equipment Cost:	$19,568.00
5. Lease Term:	3 Years
6. Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) **36 Monthly payments of $572.00** **Payment in Arrears**
7. Lease Rate:	3.34%
8. Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior to 4/20/09. If the equipment is not delivered and the lease funded prior to 4/20/09, this proposal is null and void. Any extension of the funding date must be in writing.
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Bob Lee LIC

Bob Lee
Vice President

ACKNOWLEDGMENT AND ACCEPTANCE

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Title

Date: ______________________________

BancorpSouth
Equipment Finance

1/21/2009

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1. Lessor:	BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee:	City of Clinton
3. Equipment Description	2008 Chevrolet Silverado
4. Equipment Cost:	$19,183.00
5. Lease Term:	3 Years
6. Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) **36 Monthly payments of $560.74** **Payment in Arrears**
7. Lease Rate:	3.34%
8. Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior to 4/20/09. If the equipment is not delivered and the lease funded prior to 4/20/09, this proposal is null and void. Any extension of the funding date must be in writing.
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Bob Lee
Bob Lee
Vice President

ACKNOWLEDGMENT AND ACCEPTANCE

By: ______________________________
Title

Date: ______________________________

BancorpSouth
Equipment Finance

1/21/2009

***Sent via:* E-Mail: arichburg@clintonms.org**

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P.O. Box 156
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2. Lessee:	City of Clinton
3. Equipment Description	2008 Ford F250 Pickup Truck
4. Equipment Cost:	$18,945.00
5. Lease Term:	3 Years
6. Lease Payments:	(These are approximate payment amounts. The actual payment will be determined at funding date.) **36 Monthly payments of $553.79** **Payment in Arrears**
7. Lease Rate:	3.34%
8. Funding Date:	This proposal is contingent upon the equipment being delivered and the lease funded prior to 4/20/09. If the equipment is not delivered and the lease funded prior to 4/20/09, this proposal is null and void. Any extension of the funding date must be in writing.
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This proposal expires as of the close of business on 2/20/09. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.

Bob Lee
Vice President

ACKNOWLEDGMENT AND ACCEPTANCE

By: ______________________________
Title

Date: ______________________________

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: February 3, 2009 AGENDA ITEM NO. 10

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO.:

DISCUSSION/ACTION: To declare the attached list of property surplus, for disposal or sale.

INTRODUCED BY: Russell Wall

BOARD ACTION:

MOTION MADE BY: Peace

SECONDED BY: Brabham

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

Department	Discription	Asset #
400	Electric stapler Pan ap	
400	Kodak DC240 digital camera	
400	DeskPro EX Micro C566 Computer Win98	
400	Pentium 4 1.8 Ghz Processor	
400	HP Color Printer sn #CNGFG04571	AD17
400	Fax Machine sn #CNGFG04571	
180	HP LCD monitor A-755063	CD21
090/180	Panasonic phone system w/ 11 desk phones	4420
010	Dell Printer	AD4
040	Desk and credenza	4
040	Desk and credenza	17
040	Desk - Metal	60
040	Desk and credenza	73
040	Typewriter - IBM Wheelwriter	95
040	Hotpoint electric range	414
040	FoxPro 2.6 voters' registration software	2528
040	RCA AM/FM/CD/tape player/recorder	2534
040	Calculator - Monroe 3140	3011
040	Onyx VS KSU (A) tel sys w/display	2826
040	Onyx VS KSU (A) tel sys w/display	3112
040	Onyx VS KSU (A) tel sys w/display	3076
040	Onyx VS KSU (A) tel sys w/display	3079
040	check signer - Hedman EDP-2000	3656
040	Generator - Electric	
040	Generator 5 KW	2985
040	Optiquest Q41 14" Monitor, Keytronic Win95 Keyboard, & Model 100 Te	
040	Printer - HP LaserJet 2100xi Laser	
040	Installation of HP 2100 & HP laser Printers	
040	Model J Net Terminal	3051
040	Model J Net Terminal	4760
040	Model J Net Terminal	3000
040	Model J Net Terminal	3050
040	Optiquest Q41 monitor/Eurotech AT keyboard	2517
040	Optiquest Q41 monitor/Eurotech AT keyboard	3190
040	Optiquest Q41 monitor/Eurotech AT keyboard	3158
040	FacetWin SCO Unix 1 user	
040	IJel and MultiUser Support System-#466	
040	Install new "J" Box-Multi User	
040	HP D220 desktop XP Pro	
040	IBM A50P 8193 P4-2.66	
040	Printer - HP Laser Jet 1300	4988

on February 3. 2009 for removel

Department	Discription	Asset #
305	"L" Desk Left Keyboard	
305	20 Kay Park, Inc #SYPWOOD 6' picnic tables	
305	48X CD Rom Kit & 15" Monitor	
305	6' bushhog (finish mower)	1659
305	Canon B340 fax machine	1576
305	Canon NP6412F copier	1503
305	Compaq 5.0GB tape backup	1585
305	Compaq ProSignia 486/66/1.44MB	1586
305	Cushman Groommaster infield conditioner w/attachments	
305	deskpro en Sdt P3-667	
305	Dictaphone recorder	1427
305	DTK 486DX 4/100 computer	1584
305	Edger w/traction kit	
305	Honda pressure washer	1449
305	HP Laserjet Printer 1100S	
305	IBM System/2 30	1353
305	IBM typewritter	585
305	IBM Wheelwriter Series 15	3396
305	IBM Wheelwriter Series 15	1372
305	John Deere Model 990 Tractor 4WD	
305	traded in on #2796	
305	Laser Fax Machine MFC4600 5-1	
305	Lift assy	1558
305	Mita DC-5590 Copier (55 CPM)	
305	Motorola radio	222
305	Motorola radio	1246
305	Motorola radio	1366
305	NAPA pressure washer	1554
305	Portable Pressure Washer #GCAHT-1191861	PR99
305	PVM R3 Phone System	
305	Rotary Vane Pump 93154	3446
305	Secretary desk	1373
305	Stihl Buscutter	1561
305	Stihl model 029 chain saw w/case	
305	Toro topdresser 2300	1433
305	Toro Workman 3200 utility veh (frame only)	1434
305	Trailer 7x17	1661
305	Two-Man Honda Auger GenM33OH 4" Auger Bit	
305	Unitech copier	1365
305	Woods MD315-5 batwing cutter	1559
305	Workman 1/3 tool box (CRN58P)	
305	1996 Ford F150 Truck #1FTEF15N3TCA34977 (PR15)	

Department	Discription	Asset #
215	1985 Ford F700 1FDXF70H8FVAA64029	C-8
215	1989 Dodge D150 1B7FE16Y5KS149865	C-36
215	1994 GMC Sonoma 1GTCS14ZXR8522168	C-21
215	1997 Ford F150 1FTDF1764VVNCO7131	C-37
215	2001 Sterling Streetsweeper 49HAADBV21HJ47455	C-29
650	1992 Dodge Ram 1B7HE16Y6NS31144	C-55
652	1992 Dodge Ram 1B7HE16YXNS631146	C-44
650	Panasonic KX-P1123 24 Pin Multi-Mode Printer	
650	Packard Bell Axcel 100	
650	Time Clock Plus Time Clock	
650	Old Dominion Leaf Machine	
Old Phone System from City Hall		
650	Onyx VS KSU (A) tele sys w/display	
650	Onyx VS KSU (A) tele sys w/display	3086
650	Onyx VS KSU (A) tele sys w/display	
650	Onyx VS KSU (A) tele sys w/display	3085
650	Onyx VS KSU (A) tele sys w/display	3083
650	Onyx VS KSU (A) tele sys w/display	3084
650	Onyx VS KSU (A) tele sys w/display	3112
650	Onyx VS KSU (A) tele sys w/display	

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 02/03/2009 AGENDA ITEM NO. 11

CONSENT AGENDA: **$9332.00** TO: **Clinton Police Department**

FOR: Acceptance of State of Mississippi Law Enforcement Terrorism Prevention Grant (#07Le147). Fiscal year 2007 Homeland Security Law Enforcement Terrorism Prevention Grant has been awarded to the City of Clinton Police Department for the purchase of a Metal Detector Package for the enhancement of Courtroom Physical Security within the Police Department building and continued Wireless Mobile Communications (Voice and Data) for Officers assigned to the Bomb Squad and Mission Critical Administrative Staff as approved in the detailed budget worksheet to the Mississippi Office of Homeland Security.

ACCOUNT NO:

DISCUSSION/ACTION:

INTRODUCED BY: **Chief Byington**

BOARD ACTION: MOTION MADE BY: Greer

SECONDED BY: Bishop

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

CITY OF CLINTON

MISSISSIPPI HOMELAND SECURITY TERRORISM PREVENTION PROGRAM
Homeland Security Grant Program, Grant NO: 07LE147

Project

The City of Clinton intends to utilize the Law Enforcement Terrorism Prevention Program Grant for Fiscal Year 2007 to enhance our terrorism response capabilities and physical security. We intend to do this by purchasing new equipment to augment equipment and training, which we have already purchased and equipment and training we intend to purchase with future funds.

Goal

Reduce the City of Clinton's vulnerability to terrorism through preparedness and protective efforts.
Prepare and train the City of Clinton's Bomb Squad for Statewide response to incidents related to terrorism and questionable devices.

Objectives

Improve the City of Clinton's response capabilities and physical security by purchasing needed equipment to effectively respond to, prevent and mitigate a terrorist event.

Special Note

The City of Clinton as of September 2004 has a Certified EOD Team in place for statewide response as needed.

Equipment Category	Item	Qty	Total Cost	Items to each Discipline	Allocation to each Discipline
Physical Security Enhancment	Walk-through Metal Detector	1	$6,600.00	1LE	6,600.00 LE
	Handheld Metal Detector	3	$690.00	3LE	690.00 LE
Interoperable Communications	Continued Mobile Communications Services for EOD Technicians and Mission Essential Admin Staff	10	$2,042.00	10LE	2,042.00 LE
TOTAL--------	--------------------	----	-------------	---------------	$9332.00
Total Cost------	--------------------	----	$9332.00	---------------	$9332.00LE

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 02/03/2009 AGENDA ITEM NO. 12

CONSENT AGENDA: **$60,000.00** TO: **James D. Riley**

FOR: Acceptance to re-new Lease Agreement for storage building located at 1448 Northside Drive which is continuing to be utilized to securely store critical response equipment assigned to the Police Department which was purchased through Grant Funding. Secure Storage helps to organize critical equipment and protect equipment from the elements prolonging equipment shelf-life. Lease space continues to be an approved expenditure for Homeland Security Grant funds however Grant Funding continues to not allow the actual purchase of storage space. (Grant#08BS147)

ACCOUNT NO:

DISCUSSION/ACTION:

INTRODUCED BY: **Chief Byington**

BOARD ACTION: MOTION MADE BY: Greer

SECONDED BY: Morgan

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

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LEASE AGREEMENT

THIS LEASE, made in Clinton, State of Mississippi, effective on the 1st day of January, 2009 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 24months, beginning on January 1, 2009, and ending on December 31 2010.

A: AGREEMENTS OF LESSEE:

Lessee, in consideration of said leasing, agrees:

1. To pay as rent for the premises the sum $60,000.00 in a lump sum no later than March 1, 2009.

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 Lesser.

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 excepted.

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 the 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 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 its 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 $30,000.00. After that the lease terms shall be renegotiated between Lessee and Lessor. If new terms cannot be agreed upon then 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 that 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, Mississippi 39056, or Lessee at City of Clinton, ATTN: CITY CLERK, P.O. Box 156, Clinton, Mississippi 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 the 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

JAMES D. RILEY, JR.

LESSEE: City of Clinton, Mississippi

Rosemary G. Aultman

By: Rosemary Aultman, Mayor

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 02/03/2009 AGENDA ITEM NO. 13

CONSENT AGENDA: **$100,000.00** TO: **Clinton Police Department**

FOR: Acceptance of the State of Mississippi Terrorism Prevention Grant For Certified Bomb Squads (#08BS147) totaling $100,000.00. Fiscal year 2008 Homeland Security Terrorism Prevention Grant for Certified Bomb Squads has been awarded to the City of Clinton Police Department Bomb Squad for the purchase of Items approved in the detailed budget worksheet (attached) by the Mississippi Office of Homeland Security provided within the Approved Grant Expenditure Catalog for Homeland Security Grants.

ACCOUNT NO:

DISCUSSION/ACTION:

INTRODUCED BY: **Chief Byington**

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Bishop

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

CITY OF CLINTON

MISSISSIPPI HOMELAND SECURITY TERRORISM PREVENTION PROGRAM, for Certified Bomb Squads
Homeland Security Grant Program, Grant NO: 08LE147BS

Project

The City of Clinton intends to utilize the Law Enforcement Terrorism Prevention Program Grant for Fiscal Year 2008 to enhance our terrorism response capabilities. We intend to do this by purchasing new equipment to augment equipment and training, which we have already purchased and equipment and training we intend to purchase with future funds.

Goal

Reduce the City of Clinton's vulnerability to terrorism through preparedness and protective efforts.
Prepare and train the City of Clinton's Bomb Squad for Statewide response to incidents related to terrorism and questionable devices.

Objectives

Improve the City of Clinton's response capabilities by purchasing needed equipment to effectively respond to and mitigate a terrorist event.

Special Note

The City of Clinton as of September 2004 has a Certified EOD Team in place for statewide response as needed.

Equipment Category	Item	Qty	Total Cost	Items to each Discipline	Allocation to each Discipline
Explosive Device Mitigation and Remediation Equipment	Lease Storage Space for Bomb Squad Equipment	1	$60,000.00	1LE	60,000.00 LE
Explosive Device Mitigation and Remediation Equipment	Wireless Voice Radio Microphones compatible with EOD 9 Bomb suit and existing 800 Radios	10	$1800.00	10LE	1800.00 LE
Explosive Device Mitigation and Remediation Equipment	Fiber Optic Scope	10	$2,500.00	10LE	$2,500.00 LE
Interoperable Communication Equipment	Continued Mobile Communications Services for EOD Technicians and Mission Essential Admin Staff	1	$8,500.00	1LE	$8,500.00 LE
Detection Equipment	Trace Explosive Identification Tool (SABRE)	1	$5000.00	1LE	$5,000.00 LE
Detection Equipment	Radiation Detection Pagers	10	$2,000.00	10LE	$2,000.00 LE

Explosive Device Mitigation and Remediation Equipment	Hook and Line Kit (remote removal system)	2	$10,000.00	2LE	$10,000.00LE
Personal Protective Equipment	SCBA, self-contained Breathing Apparatus	1	$3,500.00	1 LE	$3,500.00LE
Training	Enhanced explosive mitigation training	1	$8,700.00	1 LE	$8,700.00 LE
TOTAL--------	--------------------	----	-------------	---------------	$100,000.00
Total Cost------	--------------------	----	$100,000.00	---------------	$100000.00LE

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: February 3, 2009 AGENDA ITEM NO. 14

CONSENT AGENDA: TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: **Consideration of final plat for Oakwood Glen Subdivision**

INTRODUCED BY: Richard L. Broome, City Engineer TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other:
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Greer

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Peace	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

Melinda L. McGrath
Deputy Executive Director/
Chief Engineer

Brenda Znachko
Deputy Executive Director/
Administration

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Larry L. "Butch" Brown
Executive Director

Dick Hall
Central District Commissioner

Kevin Magee
District 3 Engineer

William R. May
District 5 Engineer

P. O. Box 90 / Newton, Mississippi 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

February 2, 2009

Mayor Rosemary Aultman
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060

RE: Hampstead Boulevard – Phase II
Hinds County

Dear Mayor Aultman,

As you may be aware, MDOT has implemented a new Project Development Manual (PDM) for Local Public Agencies (LPAs). Some of the requirements are slightly different than what you may be use to. The first requirement for project activation is a letter of request signed by the Chief Official of the LPA. Secondly, is a copy of the minutes of the Board or Council meeting ***authorizing the LPA Chief Official to request activation*** of the project. Finally, a vicinity map must be submitted showing the approximate location of the proposed project.

The submittal for the above referenced project dated January 20, 2009, included most of this information. However, the minutes showed only approval of a Professional Services Agreement with Williford, Gearhart & Knight, Inc., not the authority to ***request activation***. I know that this may seem like a trivial thing. However, I would much rather that we get all of the details correct now, than to find out later that we have something wrong and can't get Federal funding.

Please take appropriate action and resubmit your request with the proper wording.

I would also like to take this opportunity to let you know that the new PDM requires active involvement on the part of the LPA in the oversight and administration of their projects. The LPA will be required to have a representative present at all project related meetings and reviews. An LPA representative will also be responsible for routing and reviewing all project related correspondence and submittals. You may want to consider this in the selection of a Project Director and / or Project Manager for the job.

I look forward to working with you and if you have any questions or concerns, please do not hesitate to call.

Sincerely,

Dana G. Cleveland

Dana G. Cleveland
Assistant Special Projects Engineer

DGC/dlgc

PC: State LPA Engineer (Smith)
Project File