

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JULY 21, 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 Cashion followed by the pledge of allegiance to the flag led by Alderman Brabham.

ROLL CALL City Clerk, Russell Wall

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

APPROVAL OF CONSENT AGENDA ITEMS A - L

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

DIMENSIONAL VARIANCE – 100 LOVETT STREET – AUBREY BINGHAM

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Cashion the board approved a resolution approving a dimensional variance to Aubrey Bingham to build a daycare center to be located at 100 Lovett Street in the City of Clinton, Mississippi. The Planning and Zoning Commission recommended approval. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

CONDITIONAL USE – 499 HIGHWAY 80 WEST – MILCREEK DAY SCHOOL

This item was removed from the agenda and no action was taken.

PRELIMINARY SUBDIVISION PLAT – WEST END OF LAWSON STREET – BEN WALKER

Upon presentation by Jerry Bounds, Director of Community Development, **MOTION** made by Alderman Greer and **SECONDED** by Alderwoman Peace the board approved the preliminary subdivision plat for the south side of the west end of Lawson Street for a subdivision to be built by Ben Walker. The Historical Preservation Committee and the Planning and Zoning Commission recommended approval. The subdivision plat is on file with the Community Development Department. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 211 DAWSON STREET

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved a resolution determining the necessity for the cleaning of private property located at 211 Dawson Street, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances. A public hearing was held but no one representing the property owners was present and there was no public comment. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 1601 EDGEWOOD PLACE

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved a resolution determining the necessity for the cleaning of private property located at 1601 Edgewood Place, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances. A public hearing was held but no one representing the property owners was present and there was no public comment. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 103 MCREE STREET

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Brabham the board approved a resolution determining the necessity for the cleaning of private property located at 103 McRee Street, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances. A public hearing was held but no one representing the property owners was present and there was no public comment. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 805 MEADOW HILL LANE

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Brabham the board approved a resolution determining the necessity for the cleaning of private property located at 805 Meadow Hill Lane, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances. A public hearing was held but no one representing the property owners was present and there was no public comment. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 1504 ROSEMONT STREET

Upon presentation by Tammie Roberson, Compliance Officer, **MOTION** made by Alderwoman Peace and **SECONDED** by Alderman Cashion the board approved a resolution determining the necessity for the cleaning of private property located at 1504 Rosemont Street, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances. The board also approved giving the property owner 30 days to begin renovations on the house; however the board ordered the Compliance Officer to move forward with the cleaning and cutting of the property. A public hearing was held but no one representing the property owners was present and there was no public comment. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

REAPPOINTMENT OF DEPARTMENT HEADS

Upon presentation by Rosemary Aultman, Mayor, the board approved the reappointment of the department heads listed below at the same compensation and benefits as each was receiving as of June 30, 2009. **MOTION** and **SECOND** was made by various Aldermen (see below). Each one was voted on individually:

<u>Department Head</u>	<u>Position</u>	<u>Motion/Second</u>	<u>Vote to Approve</u>
Russell L. Wall	City Clerk/Chief Financial Officer	Greer/Cashion	Unanimous
Richard Broome	City Engineer	Hisaw/Brabham	Unanimous
Mike Parker	Director of Public Works	Greer/Brabham	Unanimous
Jerry Bounds	Director of Community Development	Cashion/Brabham	Unanimous
Don Byington	Chief of Police	Hisaw/Greer	Unanimous

Barry Burnside	Fire Chief	Hisaw/Greer	Unanimous
Ray Holloway	Director of Parks and Recreation	Peace/Greer	Unanimous
Ken Dreher	City Attorney	Hisaw/Brabham	Unanimous
Samuel D. Habeeb	City Judge	Greer/Brabham	Unanimous
Steven Nixon	City Judge Pro-Tempore	Hisaw/Greer	Unanimous
Bill Spell	City Prosecutor	Greer/Brabham	Unanimous
Steven D. Boone	Public Defender	Cashion/Brabham	Unanimous
Tara Lytal	Director of Main Street	Peace/Greer	Unanimous

APPROVAL OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN ADOPTING AN IDENTITY THEFT POLICY

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved a resolution of the Mayor and Board of Aldermen adopting an Identity Theft Policy. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A TITLE VI NON DISCRIMINATION AGREEMENT BETWEEN THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND THE CITY OF CLINTON, MISSISSIPPI

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Barnett the board approved a Title VI Non Discrimination Agreement between the Mississippi Department of Transportation and the City of Clinton, Mississippi. The agreement is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A SUBSCRIPTION/LEASE AGREEMENT WITH PITNEY BOWES FOR INTELLILINK FOR CERTIFIED MAIL

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Barnett and **SECONDED** by Alderwoman Peace the board approved a Subscription/Lease Agreement with Pitney Bowes for IntelliLink for certified mail. The Subscription/Lease Agreement is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVE A FIELD CHANGE REQUEST FORM FOR THE 2008 NRCS EWP UTILITY PROTECTION PROJECT

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved a field change request form for the 2008 NRCS EWP Utility Protection Project. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF CHANGE ORDER #8 FOR THE QUISENBERRY LIBRARY

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Cashion and **SECONDED** by Alderman Barnett the board approved change order #8 for the Quisenberry Library. **MOTION CARRIED UNANIMOUSLY**

APPROVE A RESOLUTION FOR SOLE SOURCE PROCUREMENT FOR USING SOLAR DRYERS FOR TREATING BIO SOLIDS PRODUCED BY THE SOUTHSIDE WWTF IN CONNECTION WITH THE 2008 SRF FACILITIES PLAN UPDATE – SEWER SYSTEM AND THE 2009 SRF WASTEWATER IMPROVEMENTS

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham the board approved a resolution for sole source procurement for using solar dryers for treating bio solids produced by the Southside WWTF in connection with the 2008 SRF Facilities Plan Update – Sewer System and the 2009 SRF Wastewater Improvements. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A REQUEST BY BEN WALKER TO CLOSE/ABANDON SPRING STREET AND TO SET A PUBLIC HEARING FOR AUGUST 18, 2009 AT 7:00 PM

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Cashion the board approved the request by Ben Walker to Close/Abandon Spring Street and to set a Public Hearing for August 18, 2009 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:47 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Greer to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on August 4, 2009 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary S. Aultman
Rosemary Aultman, Mayor

July 22, 2009
Date

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

July 22, 2009
Date



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO.

8

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Unkempt property – 211 Dawson Street

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY:

Hisaw

SECONDED BY:

Brabham

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

☒

Hisaw

☒

Greer

☒

Barnett

☒

Peace

☒

Morgan

☒

Cashion

☒

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.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman Brabham and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 21st day of July 2009.

CITY OF CLINTON
BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

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



211 Dawson



7/14/2009



7/14/2009



7/14/2009



7/14/2009



7/14/2009



7/14/2009



7/14/2009



7/14/2009

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. 9

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Unkempt property – 1601 Edgewood Place

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Peace

SECONDED BY: Brabham

VOTE CAST:
TAKEN:

"AYE" "NAY"

ACTION

Brabham

☒ ☐

Hisaw

☒ ☐

Greer

☒ ☐

Barnett

☒ ☐

Peace

☒ ☐

Morgan

☒ ☐

Cashion

☒ ☐

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.

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 1601 Edgewood Place Clinton, Mississippi, and after full consideration of the matter, Alderman PEALE offered the following Resolution: ALDERSMAN

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 1601 Edgewood Place, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 1601 Edgewood Place, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., July 21, 2009, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting grass and weeds, removing trash, and debris

NOW BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 1601 Edgewood Place, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting grass and weeds, removing trash, and debris

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman Brabham and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 21st day of JULY 2009.

CITY OF CLINTON
BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

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





7/14/2009



7/14/2009

1601 Edgewood Pl



7/14/2009

1601 Edgewood



7/14/2009

1601 Edgewood

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. 10

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Unkempt property – 103 McRee Street

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

Hisaw

Greer

Barnett

Peace

Morgan

Cashion

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.

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 103 McRee Street Clinton, Mississippi, and after full consideration of the matter, Alderman MORGAN offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 103 McRee Street, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 103 McRee Street, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., July 21, 2009, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting grass and weeds, removing trash, and debris

NOW BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 103 McRee Street, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting grass and weeds, removing trash, and debris

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman Brabham and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 21st day of July 2009.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk



103 miles



7/20/2009



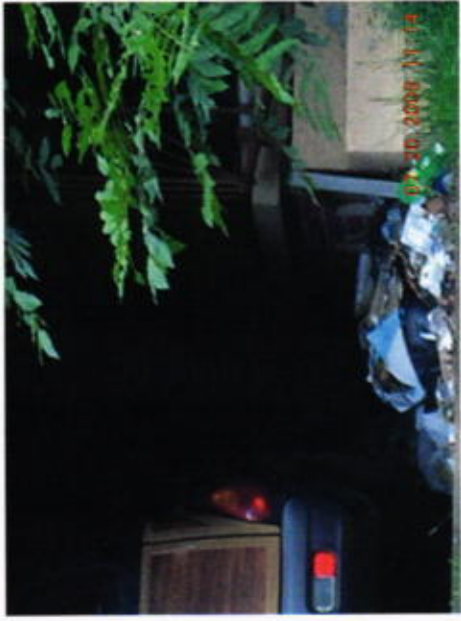
7/20/2009



7/20/2009



7/20/2009



7/20/2009

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. //

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Unkempt property – 805 Meadow Hill Lane

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Peace

SECONDED BY: Brabham

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

☒

Hisaw

☒

Greer

☒

Barnett

☒

Peace

☒

Morgan

☒

Cashion

☒

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.

RESOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 805 Meadow Hill Lane, Clinton, Mississippi, and after full consideration of the matter, ~~Alderman~~ PEACE offered the following Resolution: ALDERMAN

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 805 Meadow Hill Lane, Clinton, Mississippi, under the Authority granted to Municipalities by Section 21-91-11, Mississippi Code of 1972 As Amended, and other applicable Statutes and Ordinances.

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 805 Meadow Hill Lane, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., July 21, 2009, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, clean the property by cutting grass and weeds, removing trash, and debris

NOW BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 805 Meadow Hill Lane, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting grass and weeds, removing trash, and debris

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman BRABHAM and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 21st day of JULY 2009.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk



805 Meadow Hill Ln



7/14/2009



7/14/2009



7/14/2009



7/14/2009

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. 12

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Unkempt property – 1504 Rosemont

INTRODUCED BY:

*move forward with
clearing
give 30 days to
start renovations*

BOARD ACTION:

MOTION MADE BY:

Peace

SECONDED BY:

Cashion

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

☒

Hisaw

☒

Greer

☒

Barnett

☒

Peace

☒

Morgan

☒

Cashion

☒

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.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the city of Clinton, Mississippi may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman CASHION and the foregoing having been first reduced to writing, and no request by the Mayor or any member of the Board of Aldermen that it be read by the City Clerk, before the vote was taken, it was submitted to the Board of Alderman for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>AYE</u>
Alderman Hisaw voted:	<u>AYE</u>
Alderman Greer voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderwoman Peace voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

Whereupon the Mayor declared the Motion carried and the Resolution approved and adopted.

The foregoing Resolution was approved this the 21st day of JULY 2009.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY G. AULTMAN, Mayor

ATTEST:

Russell L. Wall
RUSSELL L. WALL, City Clerk



1504 Rosemont



7/14/2009



7/14/2009



7/14/2009



7/14/2009

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. 13

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Reappointment of Department Heads.

INTRODUCED BY: Rosemary Aultman, Mayor

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

Hisaw

Greer

Barnett

Peace

Morgan

Cashion

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.

REAPPOINTMENT OF DEPARTMENT HEADS

The Mayor is requesting the reappointment of the persons listed below to the designated position at the same compensation and benefits as each was receiving as of June 30, 2009. Each reappointment will be voted on individually.

<u>Department Head</u>	<u>Position</u>	<u>Motion/Second</u>	<u>Vote to Approve</u>
Russell L. Wall	City Clerk/Chief Financial Officer	Green/Cashion	all
Richard Broome	City Engineer	H. Isaac / Brakham	all
Mike Parker	Director of Public Works	Green / Brakham	all
Jerry Bounds	Director of Community Development	Cashion / Brakham	all
Don Byington	Chief of Police	H. Isaac / Green	all
Barry Burnside	Fire Chief	H. Isaac / Green	all
Ray Holloway	Director of Parks and Recreation	Peace / Green	all
Ken Dreher	City Attorney	H. Isaac / Brakham	all
Samuel D. Habeeb	City Judge	Green / Brakham	all
Steven Nixon	City Judge Pro-Tempore	H. Isaac / Green	all
Bill Spell	City Prosecutor	Green / Brakham	all
Steven D. Boone	Public Defender	Cashion / Brakham	all
Tara Lytal	Director of Main Street	Peace / Green	all

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. 14

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval of a resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi adopting an Identity Theft Policy.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY:

Russell Wall

SECONDED BY:

Peace

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

☒

Hisaw

☒

Greer

☒

Barnett

☒

Peace

☒

Morgan

☒

Cashion

☒

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.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF CLINTON, MISSISSIPPI
ADOPTING AN IDENTITY THEFT POLICY**

WHEREAS, the Fair and Accurate Credit Transactions Act of 2003, an amendment to the Fair Credit Reporting Act, required rules regarding identity theft protection to be promulgated; and

WHEREAS, those rules are effective August 1, 2009, and require municipal utilities and other departments to implement an identity theft program and policy, and

WHEREAS, the City of Clinton, Mississippi has determined that the following policy is in the best interest of the municipality and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the following Identity Theft Policy be, and it hereby is, adopted and shall read in full as follows:

IDENTITY THEFT POLICY

SECTION 1 – BACKGROUND

The risk to the municipality, its employees and customers from data loss and identity theft is of concern to the municipality and may be reduced through the combined efforts of employees and contractors.

SECTION 2 – PURPOSE

The municipality adopts this identity theft policy to help protect from damages related to the loss or misuse of information:

This policy will:

1. Define sensitive information;
2. Describe the physical security of data when it is printed on paper;
3. Describe the electronic security of data when stored and distributed;
and
4. Place the municipality in compliance with state and federal law regarding identity theft protection.
5. This policy enables the municipality to help protect existing customers, reducing risk from identity fraud, and minimize potential damage to the municipality from fraudulent new accounts.

The program should help the municipality:

1. Assist in identifying risks that may signify potentially fraudulent activity within new or existing covered accounts;
2. Assist in detecting risks when they occur in covered accounts;
3. Assist in responding to risks to determine if fraudulent activity has occurred and act if fraud has been attempted or committed; and
4. Assist in updating the program periodically; including reviewing accounts that may be covered and the identified risks may be part of the programs.

SECTION 3 – SCOPE

This policy and protection program applies to employees, contractors, consultants, temporary workers, and other workers at the municipality, including all personnel affiliated with third parties.

SECTION 4 – POLICY

A – Sensitive Information Policy

1 – Definition of Sensitive Information

Sensitive information includes the following items whether stored in electronic or printed format:

(A) Credit card information, including any of the following:

1. Credit card number (in part or whole)
2. Credit card expiration date
3. Cardholder name
4. Cardholder address

(B) Tax identification numbers, including:

1. Social Security number
2. Business identification number
3. Employer identification numbers

(C) Payroll information, including, among other information:

1. Paychecks
2. Pay Stubs

(D) Cafeteria plan check requests and associated paperwork

(E) Medical information for any employee or customer, including but not limited to:

1. Doctor names and claims
2. Insurance claims
3. Prescriptions
4. Any related personal medical information

(F) Other personal information belonging to any customer, employee or contractor, examples of which include:

1. Date of birth
2. Address
3. Phone Numbers
4. Maiden name
5. Names
6. Customer number

(G) Municipal personnel are encouraged to use common sense judgment in securing confidential information. Furthermore, this section should be read in conjunction with the Mississippi Public Records Act and the municipality's open records policy. If an employee is uncertain of the sensitivity of a particular piece of information, he/she should contact their supervisor. In the event that the municipality cannot resolve a conflict between this policy and the Mississippi Public Records Act, the municipality will follow the direction of the Mississippi Attorney General's Office, if available.

B – Hard Copy Distribution

File cabinets, desk drawers, overhead cabinets and any other storage space containing documents with sensitive information are to be locked when not in use.

1. Storage rooms containing documents with sensitive information and record retention areas are to be locked at the end of each workday or when unsupervised.
2. Desks, workstations, work areas, printers and fax machines, and common share work areas are to be cleared of documents containing sensitive information when not in use.
3. Whiteboards, dry-erase boards, writing tablets in common shared work areas are to be erased, removed or shredded when not in use.
4. When documents containing sensitive information are discarded same should be shredded. Provided, however, municipal records may only be destroyed in accordance with the applicable records retention policy.

C – Electronic Distribution

Employees and contractors performing work for the municipality are to comply with the following policies:

1. Internally, sensitive information may be transmitted using the City of Clinton's e-mail system. All sensitive information must be encrypted, if such process is available, when stored in an electronic format.
2. Any sensitive information sent externally must be encrypted and password protected, if such process is available, when possible and only to approved recipients. Additionally, a statement such as this should be included in the e-mail:

"This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited."

SECTION 5 – ADDITIONAL IDENTITY THEFT PREVENTION PROGRAM

To the extent the City of Clinton may maintain certain covered accounts pursuant to federal legislation, the following additional program details apply.

A – Covered accounts

A covered account includes any account that involves or is designed to permit multiple payments or transactions. Every new and existing customer account that meets the following criteria is covered by this program:

1. Business, personal and household accounts for which there is a reasonably foreseeable risk of identity theft, or
2. Business, personal and household accounts for which there is a reasonable foreseeable risk to the safety or soundness of the municipality from identity theft, including financial, operational, compliance, reputation, or litigation risks.

B – Suspicious Documents

1. Documents provided for identification that appear to have been altered or forged.
2. The photograph or physical description on the identification is not consistent with the appearance of the applicant or customer presenting the identification.
3. Other information on the identification is not consistent with information provided by the person opening a new covered account of customer presenting the identification.
4. Other information on the identification is not consistent with readily accessible information that is on file with the municipality, such as a signature card or recent check.

5. An application appears to have been altered or forged, or gives the appearance of having been destroyed and reassembled.

C – Suspicious personal identifying information

1. Personal identifying information provided is inconsistent when compared against external information sources, if used by the municipality. For example:
 - The address does not match any address in the consumer report;
 - The Social Security number (SSN) has not been issued or is listed on the Social Security Administration's Death Master File; or
 - Personal identifying information provided by the customer is not consistent with other personal identifying information provided by the customer. For example, there is a lack of correlation between the SSN range and date of birth.
2. Personal identifying information provided is associated with known fraudulent activity as indicated by internal or third-party sources used by the municipality. For example, the address on an application is the same as the address provided on a known fraudulent application.
3. Personal identifying information provided is of a type commonly associated with fraudulent activity as indicated by internal or third-party sources used by the municipality. For example:
 - The address on an application is fictitious, a mail drop, or a prison; or
 - The phone number is invalid or is associated with a pager or answering service.
4. The SSN provided is the same as that submitted by other persons opening an account or other customers.
5. The address or telephone number provided is the same as or similar to the address or telephone number submitted by an application or in response to notification that the application is incomplete.
6. The customer or the person opening the covered account fails to provide all required personal identifying information on an application or in response to notification that the application is incomplete.
7. Personal identifying information provided is not consistent with personal identifying information that is on file with the municipality.
8. When using security questions (mother's maiden name, pet's name, etc.), the person opening the covered account or the customer cannot provide authenticating information beyond that which generally would be available from a wallet or consumer report.

D – Unusual use of, or suspicious activity related to, the covered account

1. Shortly following the notice of a change of address for a covered account, the municipality receives a request for new, additional, or replacement goods or services, or for the addition of authorized users on the account.
2. A new account is used in a manner commonly associated with fraud. For example, the customer fails to make the first payment or makes an initial payment but no subsequent payments.
3. A covered account is used in a manner that is not consistent with established patterns of activity on the account. There is, for example:
 - Nonpayment when there is not a history of a late or missed payment;
 - A material change in purchasing or usage patterns.
4. A covered account that has been inactive for a reasonable lengthy period of time is used (taking into consideration the type of account, the expected pattern of usage and other relevant factors).
5. Mail sent to the customer is returned repeatedly as undeliverable although transactions continue to be conducted in connection with the customer's covered account.
6. The municipality is notified that the customer is not receiving paper account statements.
7. The municipality is notified of unauthorized charges or transactions in connection with a customer's covered account.
8. The municipality receives notice from customers, victims of identity theft, law enforcement authorities, or any other persons regarding possible identity theft in connection with covered accounts held by the municipality.
9. The municipality is notified by a customer, a victim of identity theft, a law enforcement authority, or any other person that it has opened a fraudulent account for a person engaged in identity theft.

SECTION 6 – RESPONDING TO FRAUD INDICIA

- A. Once potentially fraudulent activity is detected, employees should act promptly.
 1. Once potentially fraudulent activity is detected, gather documentation and write a description of the situation. Present this information to the designated authority for determination.
 2. The designated authority will complete additional authentication to determine whether the attempted transaction was fraudulent or authentic.
- B. If a transaction is determined to be fraudulent, appropriate actions are to be taken. Actions may include:

1. Canceling the transaction;
2. Notifying and cooperating with appropriate law enforcement;
3. Determining the extent of liability of the municipality; and
4. Notifying the actual customer that fraud has been attempted.

SECTION 7 – PERIODIC UPDATES TO PLAN

A. Involvement of management

1. The Identity Theft Prevention Program shall not be operated as an extension to existing fraud prevention programs.
2. The Identity Theft Prevention Program is the responsibility of the governing body. Approval of the initial plan is to be appropriately documented and maintained.
3. Operational responsibility of the program is delegated to the City Clerk.

B. Staff training

1. Staff training is to be conducted for all employees, officials and contractors for whom it is reasonably foreseeable that they may come into contact with accounts or personally identifiable information that may constitute a risk to the municipality or its customers.
2. The City Clerk is responsible for ensuring identity theft training for all requisite employees.
3. Employees must receive annual training in all elements of this policy.
4. To ensure maximum effectiveness, employees may continue to receive additional training as changes to the program are made.

C. Oversight of service provider arrangement

1. It is the responsibility of the municipality to ensure that the activities of all service providers are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.
2. A service provider that maintains its own identity theft prevention program, consistent with the guidance of the fraud indicia and validated by appropriate due diligence, may be considered to be meeting these requirements.
3. Any specific requirements should be specifically addressed in the appropriate contract arrangements.

A Motion for adoption was made by Alderman Brabham and seconded by Alderwoman Peace and the foregoing resolution having been first reduced to writing and no request being made by the Mayor or any member of the Board of Aldermen that the Resolution be read by the City Clerk, before any vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham:	AYE
Alderman Hisaw:	AYE
Alderman Greer:	AYE
Alderman Barnett:	AYE
Alderwoman Peace:	AYE
Alderman Morgan:	AYE
Alderman Cashion:	AYE

Whereupon the Mayor declared the Resolution approved and adopted, this the 21st day of July, 2009.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST:

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



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. 15

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval of a Title VI Non-Discrimination Agreement between the Mississippi Department of Transportation and the City of Clinton, Mississippi.

INTRODUCED BY: Russell Wall, City Clerk

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

✓

Hisaw

✓

Greer

✓

Barnett

✓

Peace

✓

Morgan

✓

Cashion

✓

Mayor Aultman

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TITLE VI NON-DISCRIMINATION AGREEMENT

Mississippi Department of Transportation
and
City of Clinton, Mississippi

Policy Statement

City of Clinton
The (Insert name of Recipient), hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988.)

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

Richard Broome Jr
The Recipient's (Insert name of person/division), is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Rosemary G. Autman

Head of Agency Signature

MAYOR

Title

JULY 21, 2009

Date

Title VI Program

Organization and Staffing

City of Clinton JR

Pursuant to 23 CFR 200, (Insert name of Recipient) has appointed a Title VI Coordinator who is responsible for administering and monitoring the organization's Title VI activities. Attachment 1 illustrates the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

City of Clinton JR

The (Insert name of the Recipient), hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
 - *List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as Attachment 2 to this Nondiscrimination Agreement.*
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Mississippi Department of Transportation (MDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. Any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by MDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the head of the recipient. The Title VI Coordinator will be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by the Title VI Coordinator trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to MDOT's Office of Civil Rights (OCR) within 10 days of the date the complaint was received by the recipient.

5. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.
6. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
7. Conduct training programs on Title VI and related statutes.
8. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.
 - a) Annual Work Plan
Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.
 - b) Accomplishment Report
List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
 - a) The date of alleged act of discrimination; or
 - b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as MDOT and USDOT.
5. The recipient will advise MDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to MDOT:
 - a) Name, address, and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin or sex)
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the recipient.
 - f) A statement of the complaint.

- g) Other agencies (state, local or Federal) where the complaint has been filed.
 - h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with MDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Coordinator will also provide MDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contacts for the different Title VI administrative jurisdictions are as follows:

Mississippi Department of Transportation

Office of Civil Rights, Title VI Program

PO Box 1850

Jackson, MS 39215-1850

(601) 359-7970

Federal Highway Administration

Jackson Division Office

666 North Street Suite 105

Jackson, MS 39202-3199

(601) 965-4226

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the MDOT may take any or all of the following actions:

- a) Cancel, terminate, or suspend this agreement in whole or in part;
- b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d) Refer the case to the Department of Justice for appropriate legal proceedings.

MISSISSIPPI DEPARTMENT OF
TRANSPORTATION:

Signature

Title VI Coordinator

Title

Date

CITY OF CLINTON, MISSISSIPPI:

Signature

Title

Date

Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to MDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request MDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Mississippi will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation MDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Mississippi all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Mississippi, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Mississippi, its successors, and assigns.

The state of Mississippi, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Mississippi, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix 3

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Mississippi Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

"Attachment 1"

Title VI - Organization and Staffing

Head of the Organization

Rosemary G. Aultman

Mayor

Title VI Coordinator

Richard Broome

City Engineer

601-925-6102

601-925-4605

rbroome@clintonms.org

"ATTACHMENT 2"

Major Programs and its Title VI Responsibilities include but are not limited to:

I. Planning

- Ensure that all aspects of the planning process operation comply with Title VI.
- Ensure that various social, economic, and ethnic interest groups are represented in the planning process by disseminating program information to minority media and ethnic/gender related organizations and participating in roundtable meetings in predominantly minority communities.
- Review the department work program and other directives to ensure compliance with Title VI program requirements.
- Visit public meetings to verify the level of participation of Title VI protected group members when offered in predominantly ethnic minority communities.
- Ensure the Limited English Proficiency (LEP) individuals who will be affected by planned projects receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.

II. Environmental Justice

- Monitor compliances with Title VI requirements in all aspects of the environmental process.
- Conduct meetings to review the project impact.
- Disseminate to the public their rights to call or write the department to view plans and discuss environmental problems.
- Notify affected protected groups residents of public meetings or hearings regarding a proposed project, and make meetings and hearings accessible.
- Develop mechanisms to identify the population affected by a project.
- Ensure that Limited English Proficiency (LEP) individuals who will be affected by locating and citing actions receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.

- Ensure public participation in the location selection process.
- Ensure Title VI/Environmental Justice compliance in all Environmental Impact Statements.

III. Right of Way

- Ensure participation by Minority/Women Disadvantaged Business Enterprises by reviewing updates to DBE directories identifying fee appraiser organizations.
- Ensure participation by Minority/Women Disadvantaged Business Enterprises as identified by Certified Disadvantaged Business Enterprise List in consulting contracts. The contracts are typically appraisal contracts but can cover all services of real estate including negotiation, relocation, and property management.
- Apprise affected property owners, tenants, and others involved of their rights and options regarding negotiation, relocation, condemnation and other aspects of the acquisition process.
- Ensure that Limited English Proficiency (LEP) individuals who will be affected by right of way activities/decisions receive meaningful access into the public awareness/involvement process. Meaningful access means that the affected parties will receive the necessary communicative assistance required to allow them to participate in governmental services/activities.
- Conduct annual implementation reviews of Title VI provisions with the entire real estate acquisition process.
- Incorporate Title VI language and assurance statement in all surveys of property owners and tenants after the conclusion of all business.
- Ensure that appraised values and communications associated with the appraisal and negotiation operations result in equitable treatment.
- Ensure comparable replacement dwellings are available and assistance is given to all displaced person and entities by the property acquisition process.
- Coordinate the preparation of deeds, permits and leases to ensure the inclusion of the appropriate Title VI clauses (Appendices 1 and 2 to Title VI Assurances).
- Gather the statistical data required for completion of the Annual Title VI Update Report, including awards to minority and female appraisers.

IV. Construction/Maintenance

- Monitor all maintenance operations to ensure nondiscrimination.
- Review activities and programs to assure that maintenance and construction efforts and resources are applied uniformly and fairly.

- Review all projects for application of DBE program requirements.
- Include DBE general special provisions in projects with assigned goals.
- Include Title VI language in contract advertisements and award letters to encourage the utilization of DBE firms. Award construction contracts on the basis of the lowest responsive bidder including DBE requirements.
- Ensure thorough reviews that prime contractors with DBE requirements award have previously committed work to proper DBEs, and that DBEs actually performed a commercially useful function on the contracts.
- Consult DBE firms to identify possible barriers to their participation in contracts. Use this information to eliminate such barriers.
- Provide supportive services to DBEs.
- Include Title VI language in every contract to ensure nondiscrimination in contract awards due to race or gender.
- Coordinate the gathering of maintenance and construction information regarding DBE participation for the Title VI Annual Update Report

V. Design

- Ensure that all aspects of the location selection process comply with the Title VI requirements.
- Consult and seek input from affected populations.
- Develop mechanisms to identify affected populations.
- Ensure public participation in the selection process.
- Provide notice of public hearings and meetings in minority newspapers and newsletters.
- Maintain required Title VI compliance documentation and statistical data.
- Monitor program components for compliance with the Title VI requirements.
- Review activities associated with public hearings to enhance the participation of targeted communities.
- Develop and update operational manuals and directives to ensure the inclusion of Title VI language and provisions.
- Gather program area data to be included in the Title VI Annual Update Report.

VI. Education and Training

- In conjunction with managers and executives, ensures that all employees have equal access to training.
- Ensures accessibility to Minority/Women/Disadvantage Business Enterprise consulting/training firms to compete for training contracts.
- Maintain program administration documentation and data necessary for preparation of Annual Title VI Update.

- Reviews directives and manuals to ensure adherence with Title VI requirements.

VII. Consultant Services

- Monitor DBE program requirements.
- Ensure that all federally funded consultant contracts administered by the recipient have the appropriate Title VI provisions included.
- Review directives and procedures to ensure Title VI compliance.
- Maintain necessary data and documentation required for completion of the department's Title VI Update Annual Report.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. 16

CONSENT AGENDA:

TO: Pitney Bowes

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Subscription/Lease agreement to Pitney Bowes for IntelliLink for Certified mail.

INTRODUCED BY: Russell Wall

BOARD ACTION:

MOTION MADE BY:

Barnett

SECONDED BY:

Peace

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

☒

☐

Hisaw

☒

☐

Greer

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Barnett

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Peace

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Morgan

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Cashion

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Mayor Aultman

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



Amendment to IntelliLink® Subscription/Lease Agreement

- In consideration of the mutual covenants contained herein and for other good and valuable consideration, that certain:
- ☒ Pitney Bowes Global Financial Services, LLC Lease Schedule # 9009581 001 for CITY OF CLINTON
(Full Legal Name of Lessee)
 - ☐ IntelliLink® Subscription Agreement by and between Pitney Bowes Global Mailstream Solutions, a division of Pitney Bowes Inc. and _____, is hereby amended as follows:
(Full Legal Name of Customer)

Current Equipment	Value Based Services To Be Added to IntelliLink® Subscription	IntelliLink® Subscription Payment
PSD Model _____ Serial # _____ Control Center Model _____ Control Center Serial # _____	☒ Confirmation Services ☒ E-Return Receipt ☐ Budget Manager	IntelliLink® Subscription Payment will increase by \$ <u>40</u> per ☒ Month ☐ Quarter

Your obligation to remit payments under the above referenced Lease/IntelliLink® Subscription Agreement is not affected by this amendment. This amendment applies only to the new Subscription payment and its applicable taxes, if any.

Subscription Payment. You have entered into an agreement to subscribe to the Value Based Services indicated above provided by Pitney Bowes Inc. through your IntelliLink® Subscription, and will remit payments therefore in accordance with your Lease/IntelliLink® Subscription Agreement.

Except as specifically provided herein, all the terms and conditions of the above referenced Lease/IntelliLink® Subscription Agreement shall remain in full force and effect as provided therein. I am authorized to enter into this agreement on behalf of the undersigned lessee. I hereby agree to the terms and conditions of the attached Pitney Bowes Value Based Services Terms as applicable to the Value Based Services I ordered above.

Customer Name: CITY OF CLINTON

Signature: Rosemary G. Aultman Title: MAYOR

Print Name: ROSEMARY G. AULTMAN Date: JULY 21, 2009

Submitted By: Paul Buisson Sales Rep ID: 155258 District #: 034
(Pitney Bowes Sales Representative)

Pitney Bowes Use Only

Accepted By: _____ (PBCC)

SALES AGREEMENT & SERVICE LEVEL AGREEMENT		PURCHASE ORDER NO.		DATE PREPARED 7/8/2009		MAINT. AGREEMENT NO.	
TO	CUSTOMER NAME CITY OF CLINTON			INSTALL IF DIFFERENT	CUSTOMER NAME CITY OF CLINTON		
	ADDRESS P O BOX 156				ADDRESS 300 JEFFERSON ST		
	CITY, STATE, ZIP CLINTON, MS 39060-0156				CITY, STATE, ZIP CLINTON, MS 39056-4240		
	BILL TO I.D. NO. 00189565880				LOCATION I.D. NO. 18758960209		
CUSTOMER PHONE NO.		CUSTOMER CONTACT		TAX EXEMPT [] STATE [] COUNTY [] CITY		RECYCLING FEES # _____ MONITOR \$ _____ FEE	

QTY	ITEM	PROGRAM I.D.	DESCRIPTION	UNIT PRICE	DISCOUNT/TRADE-IN ALLOWANCE	NET PRICE	ANNUAL MAIN TOTAL SLA SMA	
			Mail Stream Solution - 1					
1	CSAP	BOMP1	e-Return Receipt Activation Kit (DM300-DM1100)	\$195.00	\$0.00	\$195.00	\$0.00	\$0.00
1	1D00	LSE5RN	Add e-Return Receipt AND Confirmation		\$0.00	\$0.00	\$0.00	\$0.00
SPECIAL BILLING REQUIREMENTS					SUBTOTAL	\$195.00		
REQUESTED INSTALL DATE					TOTAL TAXES			
					TOTALS	\$195.00		

- ☐ Tier 1 - Standard SLA
 ☐ Tier 2 - Standard SLA w/Training
 ☐ Tier 3 - Standard SLA w/Training and 4 Hour Response Time Commitment

This Agreement consists of this Order page and the attached Sales Terms and Conditions and Service Level Agreement. Your signature constitutes an acknowledgment that you have read and agree to all the terms and conditions and that you are authorized to sign the Agreement.

CUSTOMER APPROVAL		
SIGNED BY	PRINT SIGNER'S NAME	PRINT SIGNER'S TITLE

FOR PITNEY BOWES USE					
SALES REPRESENTATIVE'S NAME/SPLIT Paul Buisson 100	REP NO. 155258	DISTRICT NO. 034	SALES REPRESENTATIVE'S NAME/SPLIT 0	REP NO.	DISTRICT NO.
CONFIRMATION No.		ORDER No.		CALL IN DATE	
PICK UP INSTRUCTIONS		[] DEMOS [] TRADE-INS			
ITEM	S/N	ITEM	S/N	ITEM	S/N
	3.		5.		7.
	4.		6.		8.
SPECIAL INSTRUCTIONS/COMMENTS:					

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI DEPARTMENTS
AND VENDORS
(applicable to equipment rental transactions)

The Agreement is entered into by and between City of Clinton (hereinafter referred to as "customer"), and Pitney Bowes, Inc. (hereinafter referred to as Vendor.) This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
- C. A Ship-to@ and/or A Installed-at@ address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendors, Vendor's Credit Department may conduct a credit investigation for this Order. Notwithstanding delivery of equipment, Vendor may revoke this Order by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Rental Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Rental Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

- A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
- C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.
- D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the customer desires to continue renting the equipment at the expiration of the original rental agreement, the customer must enter into a new rental agreement which shall be separate from this agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

- A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Rental Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer. Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et. seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by Customer within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.

- B. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. **COPY CREDITS:** If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.
9. **USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
10. **MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**
- A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
- B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
- C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement of another product that provides equal or greater capabilities.
11. **HOLD HARMLESS:** Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless Customer from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. Customer will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which Customer has knowledge, and Vendor in turn will promptly notify Customer of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.
12. **ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**
- A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.
- B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.
13. **ASSIGNMENT:**
- A. **BY CUSTOMER:** Without the prior consent of Vendor, which consent shall not be unreasonably withheld, Customer shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless Customer has obtained title to the equipment free and clear of any Vendor security interest.
- B. **BY VENDOR:** Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Customer, which consent shall not be unreasonably withheld.
14. **GOVERNING LAW:** This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Vendor expressly agrees that under no circumstances shall Customer be obligated to pay an attorney's fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures of the United States of America, or any agency thereof, the State of Mississippi or any agency thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.
15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

16. **WAIVER:** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.
17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.
18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. **THIRD PARTY ACTION NOTIFICATION** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.
20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
21. **RECORD RETENTION AND ACCESS TO RECORDS:** Vendor shall maintain and make available to Customer, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.
23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and vendor mutually agree to the termination, or (b) if either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the fulfillment of the conditions of this agreement by Customer is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, Customer shall have the right to terminate this Agreement, without damage, penalty, cost or expense to Customer of any kind whatsoever.
25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations make changes in this Agreement necessary.
26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The State may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.
28. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 21st day of JULY, 2009

Vendor: PITNEY BOWES, INC

By: _____
Authorized Signature

Printed Name: _____

Title: _____

WITNESS:

Witness my signature this the 21st day of JULY, 2009

State of Mississippi: CITY OF CLINTON

By: Rosemary G. Avitman
Authorized Signature

Printed Name: ROSEMARY G. AVITMAN

Title: MAYOR

WITNESS: Ronald Wall
City Clerk



**RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI DEPARTMENTS AND VENDORS
(Applicable to Equipment Rental Transactions)**

The following, when signed by the Customer and the Vendor shall be considered to be a part of the rental agreement between the parties.

Vendor Company Name: PITNEY BOWES, INC.

Agreement Number

Customer Information

CITY OF CLINTON

Customer Agency Name	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
P O BOX 156	CLINTON	MS	39060-0156
Billing Address	City	State	Zip+4
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
300 JEFFERSON ST	CLINTON	MS	39056-4240
Installation address (If different than billing address)	City	State	Zip+4
		18758960209	
Installation contact name	Installation contact phone #	Installation CAN #	
Please note any special billing requirements here	Invoice attention of	Customer P.O. #	

Your Business Needs

Qty	Business Solution Description
	Standalone Products
1	Barcode Scanner for Confirmation Services
1	MF Service Level Agreement Coverage

Check items to be included in customer's payment

- ☒ **Equipment Maintenance**
Provides repair and maintenance service
- ☐ **Software Maintenance**
Provides revision updates and technical assistance
- ☐ **Soft-Guard® Subscription**
Provides postal and carrier updates
If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.
- ☐ **IntelliLink® Subscription/Meter Rental**
Provides simplified billing and includes postage resets
- ☐ **() Confirmation Services** Electronic access to USPS confirmation services
- ☐ **() Postage by Phone® PLUS** Receive an invoice for postage, consolidated billing, and enhanced management reporting information.

Payment Plan

Number of months	Monthly amount
First 60	\$ 28

*Payments will be billed quarterly unless otherwise specified.

Acknowledgement

Paul L. Brown

VENDOR SIGNATURE

Rosemary G. Quetman
CUSTOMERSIGNATURE

CUSTOMERSIGNATURE

Pitney Bowes information:

**We would save on all certified mailings,
Court Services and Planning and Zoning are our biggest users and use Certified Return
Receipt.**

**Equipment maintenance agreement: \$28.00 for 60 months
IntelliLink Subscription: \$40.00 per Month
Activation Kit purchase and installation: \$195.00**

**A conservative estimate of 60 certified letters a month:
we would save \$20.00 a month
would also save in time (no special trips to post office)
and have better tracking via internet**

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. 17

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Field Change Request Form 2008 NRCS EWP Utility Protection

INTRODUCED BY: City Engineer Richard Broome

TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Barnett
Peace
Morgan
Cashion

✓
✓
✓
✓
✓
✓

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.

FIELD CHANGE REQUEST FORM

OWNER:	City of Clinton 300 Jefferson Street Clinton, Mississippi 39056	CHANGE ORDER NO.	ONE Final
PROJECT NAME:	2008 NRCS EWP Utility Protection		
ENGINEER:	Williford Gearhart & Knight, Inc.	WGK#:	2008-282-00
CONTRACTOR:	Triangle Construction Co., Inc.		
CHANGE ORDER	June 3, 2009	CONTRACT DATE:	February 4, 2009
REASON FOR CHANGE:	NRCS Final Change Order - Quantity Additions and Deletions of contract work and materials.		

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES IN THE CONTRACT PLANS, AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF DESIRED.)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QUANTITY	UNIT	UNIT COST	TOTAL ADJUSTED COST
	Clinton Raymond Road - Base Bid				
02200-A2	Contractor Furnished Borrow	285	CY	10	2,850.00
02543-A1	Rock Rip Rap 200#	210.62	TON	58.5	-12,321.27
02545-A1	Concrete Grout	7	CY	125	875.00
02525-A4	Install 48" RCP	8	LF	80	640.00
02525-A6	Install 8' x 6' Junction Box at 48" RCP	1	EA	5500	5,500.00
02370-A2	Seed, fertilize, and mulch	1	LS	850	850.00
02370-A3	Box tractor and labor for seed, fertilize, and mulch	1	LS	1450	1,450.00
02370-A4	Solid Sod plus delivery charge	1	LS	610	610.00
02370-A5	Labor for sod work	1	LS	340	340.00
02200-B2	Contractor Furnished Borrow (LVM)	18	CY	10	180.00
02525-B4	Install 24" x 15" ARCP	2	LF	47.5	95.00
02525-B6	Install 4' x 4' Drop Inlet	-1	EA	2200	-2,200.00
TOTAL CONTRACT CHANGE					-\$1,131.27
					TOTAL TOTAL ELIGIBLE
ORIGINAL CONTRACT AMOUNT: (As Bid)					\$117,114.50
CURRENT CONTRACT AMOUNT:					\$117,114.50
THIS CONTRACT CHANGE:					-\$1,131.27
REVISED CONTRACT AMOUNT:					\$115,983.23
CURRENT CONTRACT COMPLETION DATE:					March 30, 2009
TIME EXTENSION REQUIRED BY CHANGE:					0
REVISED CONTRACT COMPLETION DATE:					March 30, 2009

RECOMMENDED BY:

ENGINEER: Williford Gearhart & Knight, Inc.

DATE

6/23/09

ACCEPTED BY:

CONTRACTOR: Triangle Construction Co. Inc.

DATE

6/29/09

APPROVED BY:

OWNER: City of Clinton

DATE

7.22.09

APPROVED BY:

NATURAL RESOURCE CONSERVATION SERVICE

DATE

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. 18

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Change Order #8 for Quisenberry Library

INTRODUCED BY: Richard L. Broome, City Engineer

TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Cashion

SECONDED BY: Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Barnett
Peace
Morgan
Cashion

✓
✓
✓
✓
✓
✓
✓

Mayor Aultman

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

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 008	OWNER: ☒
Quisenberry Library Clinton, Mississippi	DATE: July 6, 2009	ARCHITECT: ☒
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 04055A	CONTRACTOR: ☒
Laws Construction Co., Inc. 2508 Lakeland Drive Flowood, Mississippi 39208	CONTRACT DATE: September 05, 2008	FIELD: ☐
	CONTRACT FOR: General Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Item No. One: Delete HVAC Testing & Balancing from Contract	<\$7,658.00>
Item No. Two: Revised Roof Fascia Edge Detail	\$ 3,652.00
Item No. Three: Added Light at Side Stair Exit	\$ 590.00
Item No. Four: Addition of Connector Sidewalk to Retirement Home	\$ 7,290.00
Item No. Five: Added Spandrel Glazing at Restrooms	\$ 1,627.00
Item No. Six: Finish Hardware Allowance Resolution	<\$11,339.00>
Item No. Seven: Modify 'R' Fixture in Corridor at Conference Room	\$ 465.00
Total:	<\$ 5,373.00>

The original Contract Sum was	\$ 6,756,000.00
The net change by previously authorized Change Orders	\$ -3,979.00
The Contract Sum prior to this Change Order was	\$ 6,752,021.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 5,373.00
The new Contract Sum including this Change Order will be	\$ 6,746,648.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is January 28, 2010.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

JBHM Architects, PA

ARCHITECT (Firm name)

308 East Pearl Street, Ste. 300,
Jackson, Mississippi 39201

ADDRESS



BY (Signature)

Will Lewis, AIA

(Typed name)

DATE

6 July 2009

Laws Construction Co., Inc.

CONTRACTOR (Firm name)

2508 Lakeland Drive, Flowood,
Mississippi 39208

ADDRESS



BY (Signature)

John Laws

(Typed name)

DATE

7-9-09

City of Clinton

OWNER (Firm name)

300 Jefferson Street, Clinton,
Mississippi 39056

ADDRESS



BY (Signature)

Rosemary G. Aultman

(Typed name)

DATE

7.22.09

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. 19

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: A Resolution approving Sole Source procurement for using Solar Dryers for treating biosolids produced by the Southside WWTF in connection with 2008 SRF Facilities Plan Update – Sewer System and 2009 SRF Wastewater Improvements.

INTRODUCED BY: Richard L. Broome, City Engineer

TELEPHONE: 601-925-6102

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Barnett
Peace
Morgan
Cashion

✓
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Mayor Aultman

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



WILLIFORD, GEARHART & KNIGHT, INC.
ENGINEERS & SURVEYORS

July 10, 2009

Richard Broome, P.E.
City Of Clinton
P.O. Box 156
Clinton, MS 39060

Re: City of Clinton
2008 SRF Facilities Plan Update – Sewer System
2009 SRF Wastewater Improvements
SRF# C280-805-04
WGK #2008-299-00

Dear Richard:

MDEQ has approved the concept of using Solar Dryers for treating the biosolids produced by the Southside WWTF, and is reviewing the plans we recently submitted for construction of the Solar Dryers and related improvements. We have determined that this product is a "sole source" process, not available from other companies. We recommend that the City Board, with the counsel of the City Attorney, approve a resolution which includes the following points:

- The Facilities Plan requires a process which will produce biosolids with 75% dry solids without any supplemental heat or additional chemicals.
- The Facilities Plan requires a process which will treat 414 tons of dry solids at 18% solids by weight.
- ✚ • The process which meets these criteria is the Thermo-system™ Solar Sludge Dryer as manufactured by the Parkson Corporation.
- ✚ • We have not found a competing product which can meet these criteria, and therefore the Thermo-system should be designated a Sole Source product.
- The process is an integral part of the referenced project which has been approved by MDEQ as qualifying for designation as a "green" project.
- ✚ • The anticipated price of the equipment is approximately \$1,043,000.

We recommend the Board take action on this resolution at their meeting on July 21, 2009.
Should you have any questions feel free to call me or Brian Standley.

Sincerely,
WILLIFORD, GEARHART & KNIGHT, INC.

A handwritten signature in dark ink, appearing to read "Greg Gearhart", with a large circular flourish at the end.

Greg Gearhart, PE, DEE
Principal

Pc: Ken Dreher by email

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF CLINTON, MISSISSIPPI APPROVING THE SOLE SOURCE
PROCUREMENT OF SOLAR DRYERS FOR TREATING BIO-SOLIDS
PRODUCED BY THE SOUTHSIDE WASTE WATER TREATMENT FACILITY**

WHEREAS, the Facilities Plan requires a process which will produce biosolids with 75% dry solids without any supplemental heat or additional chemicals; and

WHEREAS, the Facilities Plan requires a process which will treat 414 tons of dry solids at 18% solids by weight; and

WHEREAS, the process is an integral part of the referenced project which has been approved by MDEQ as qualifying for designation as a "green" project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. The process which meets these criteria is the Thermo-system Solar Sludge Dryer as manufactured by the Parkson Corporation, and
2. Based upon the recommendations of the City's consulting engineers for this project, the Mayor and Board of Aldermen have determined that there is no competing product available on the open market which meet the criteria, and therefore the Thermo-system Solar Sludge Dryer is designated a sole source product, and
3. The anticipated price of the equipment is approximately \$1,043,000.

A Motion for adoption was made by Alderman Greer and seconded by Alderman Brabham and the foregoing resolution having been first reduced to writing and no request being made by the Mayor or any member of the Board of Aldermen that the Resolution be read by the City Clerk, before any vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham:	AYE
Alderman Hisaw:	AYE
Alderman Greer:	AYE
Alderman Barnett:	AYE
Alderwoman Peace:	AYE
Alderman Morgan:	AYE
Alderman Cashion:	AYE

Whereupon the Mayor declared the Resolution approved and adopted, this the 21st day of July, 2009.

CITY OF CLINTON, MISSISSIPPI

By: *Rosemary G. Aultman*
Rosemary G. Aultman, Mayor

ATTEST:

By: *Russell L. Wall*
Russell L. Wall, City Clerk



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009

AGENDA ITEM NO. 20

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Close/Abandon Spring Street requested by Ben Walker.

*Public Hearing
August 18, 2009*

INTRODUCED BY: Ken Dreher, City Attorney TELEPHONE: 601-925-5316

BOARD ACTION:

MOTION MADE BY:

Morgan

SECONDED BY:

Cashion

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

☒

Hisaw

☒

Greer

☒

Barnett

☒

Peace

☒

Morgan

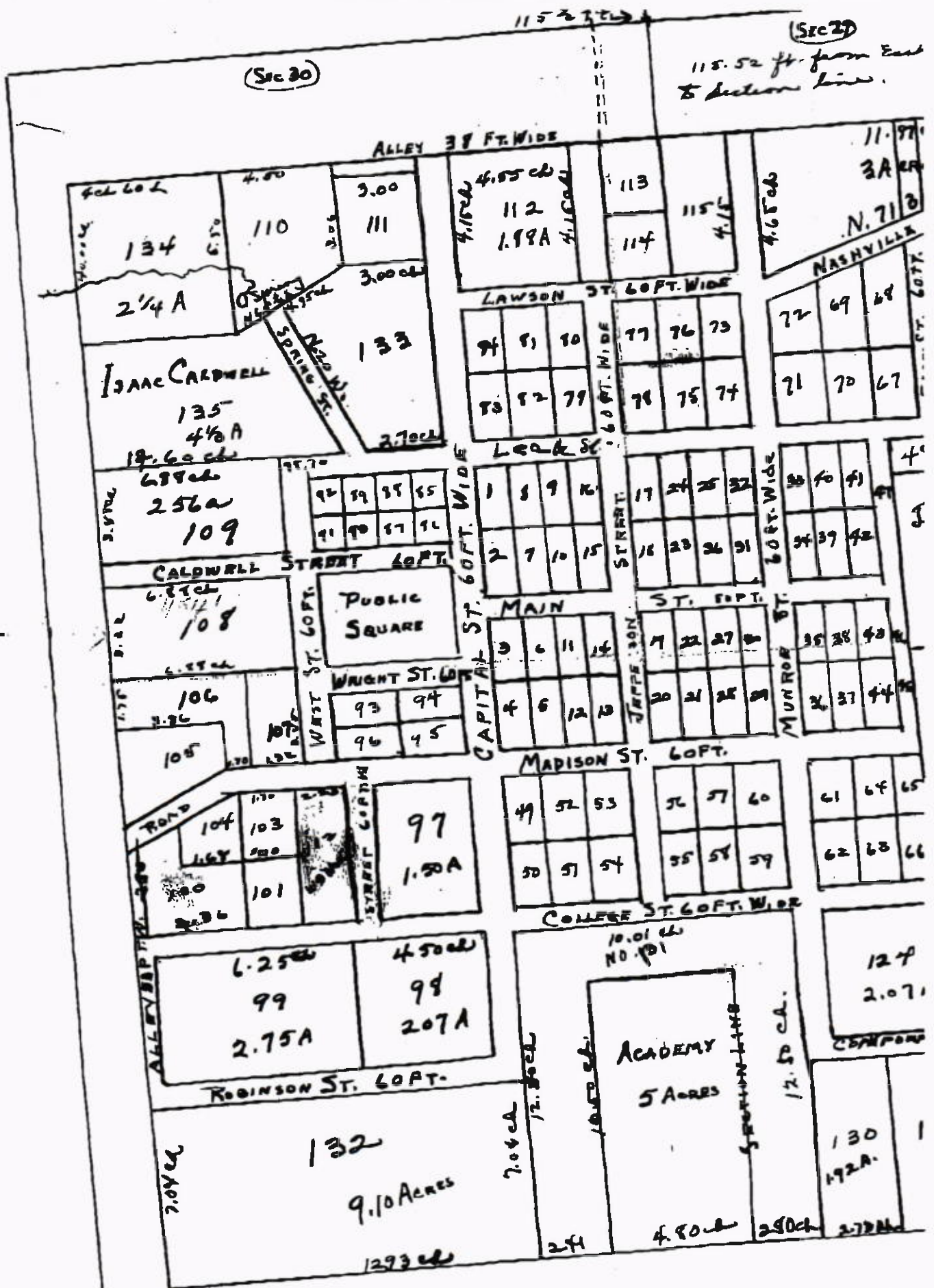
☒

Cashion

☒

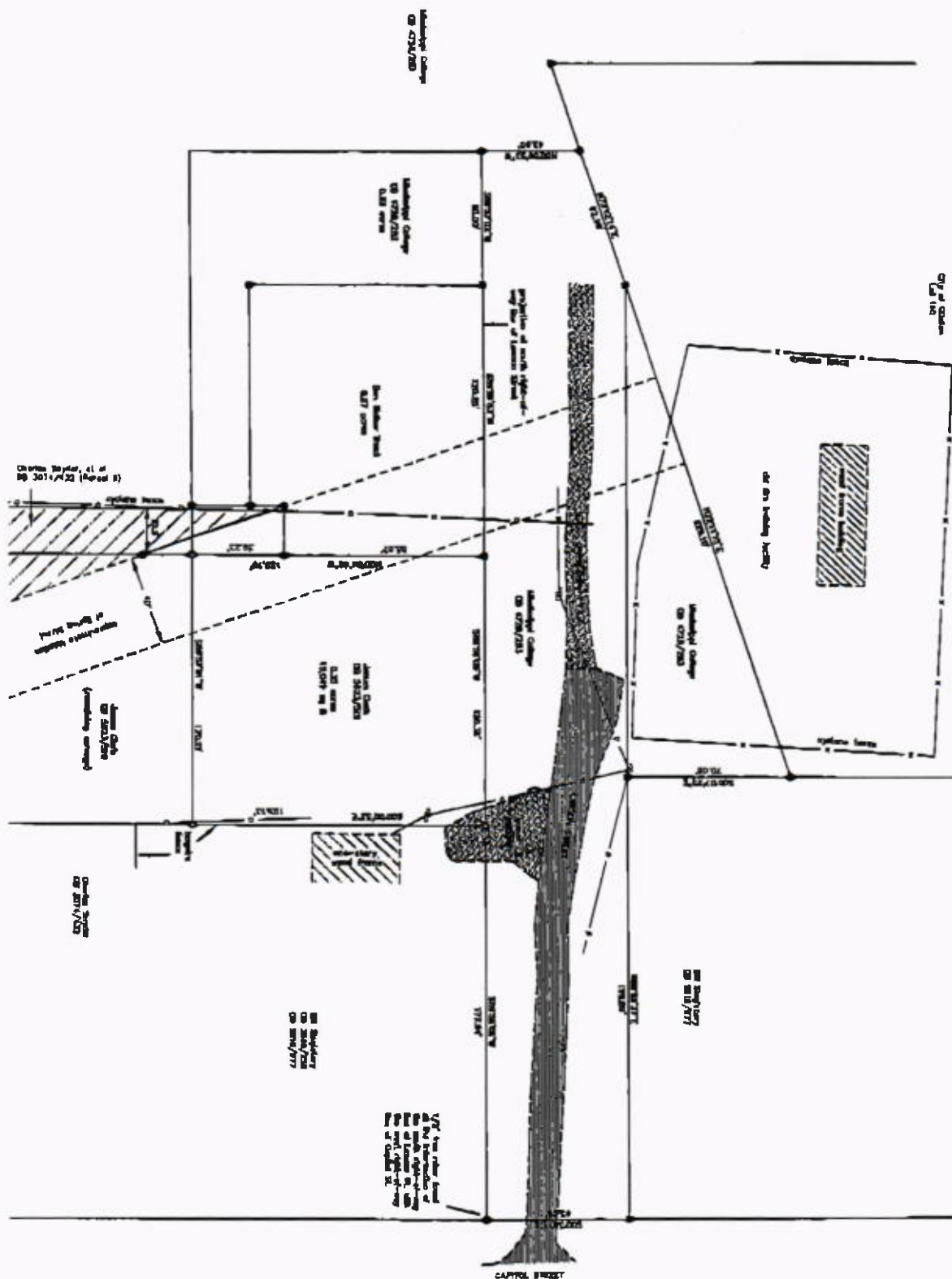
Mayor Aultman

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.



• +8.. Town of Clint

PLAT OF SURVEY
for
BEN WALKER



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 21, 2009 AGENDA ITEM NO. A

CONSENT AGENDA:

TO:
FOR:
ACCT. NO :

DISCUSSION/ACTION: Resolution for approval of a dimensional variance, Aubrey Bingham to build day care, 100 Lovett Street

INTRODUCED BY: Jerry Bounds TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other: _____
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION: Planning and Zoning Commission recommend approval

BOARD ACTION: MOTION MADE BY: Hisaw

SECONDED BY: Cashion

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	☒	☐	_____
Hisaw	☒	☐	_____
Greer	☒	☐	_____
Barnett	☒	☐	_____
Peace	☒	☐	_____
Morgan	☒	☐	_____
Cashion	☒	☐	_____
Mayor Aultman	☐	☐	_____

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

**RESOLUTION APPROVING A DIMENSIONAL VARIANCE TO
AUDREY BINGHAM TO BUILD A DAYCARE ON 100 LOVETT STREET, CLINTON, MISSISSIPPI**

WHEREAS, Audrey Bingham, did file a request for a dimensional variance for the property located on 100 Lovett Street to build a daycare; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on June 23, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on June 23, 2009, adopted a motion to approve the request of Audrey Bingham for a dimensional variance of the property to build a daycare, 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 Mayor and Board of Aldermen are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Audrey Bingham for the property on 100 Lovett Street to build a daycare and hereby granted and such action is taken pursuant to the findings of fact 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 Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the dimensional variance.
4. The requested designation meets the definitions of a Dimensional Variance of the Zoning Ordinance.
5. The Dimensional Variance will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.
6. The Mayor and Board of Aldermen find that Section 2404 of the City of Clinton Zoning Ordinances has been complied with and that the requirements of Section 2404 of the City of Clinton Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.

7. The granting of this dimensional variance does not relieve the requestor from compliance with any applicable law, court order, covenants or contracts.

The foregoing Resolution, having been reduced to writing, Alderman Hisaw moved that said Resolution be adopted. Alderman Cashion seconded. The vote was as follows:

Alderman Brabham voted: AYE

Alderman Hisaw voted: AYE

Alderman Greer voted: AYE

Alderman Barnett voted: AYE

Alderwoman Peace voted: AYE

Alderman Morgan voted: AYE

Alderman Cashion voted: AYE

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted.

The foregoing ordinance was approved this the 21st day of JULY 2009.

CITY OF CLINTON

BY: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:
Russell Wall
Russell Wall, City Clerk



May 20, 2009

Reference: Request for Dimensional Variance

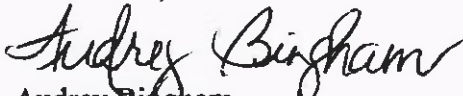
Dear Sir:

I am writing to request a dimensional variance on my property located at 100 Lovett Street in Clinton, Ms.

At the time of purchase, my dreams was to build a childcare facility on this property; however, I was not aware of the City Ordinance regarding property setbacks until just recently. It has been brought to my attention if I go by the 50' setback that exist in the ordinance as it states today my land will be **useless**.

After reviewing my proposed site plans I am asking that all measurements of considerations are given, while making your decisions to grant this request.

Thank You,


Audrey Bingham

City of Clinton

Mississippi

Community Development

June 15, 2009

Ms. Audrey Bingham
107 Lovett Street
Clinton, MS 39056

Mrs. Bingham:

I have received your application for a dimensional variance to construct a day care facility at 100 Lovett Street. During the processing of your application there are two meetings that you or your representative must attend. The Planning and Zoning Committee meeting, which will be on June 23, 2009 and the Mayor and Board of Alderman meeting which will be on July 7, 2009. Both of these meetings will be held at the Clinton Police Department located at 305 Monroe Street, beginning at 7:00 pm.

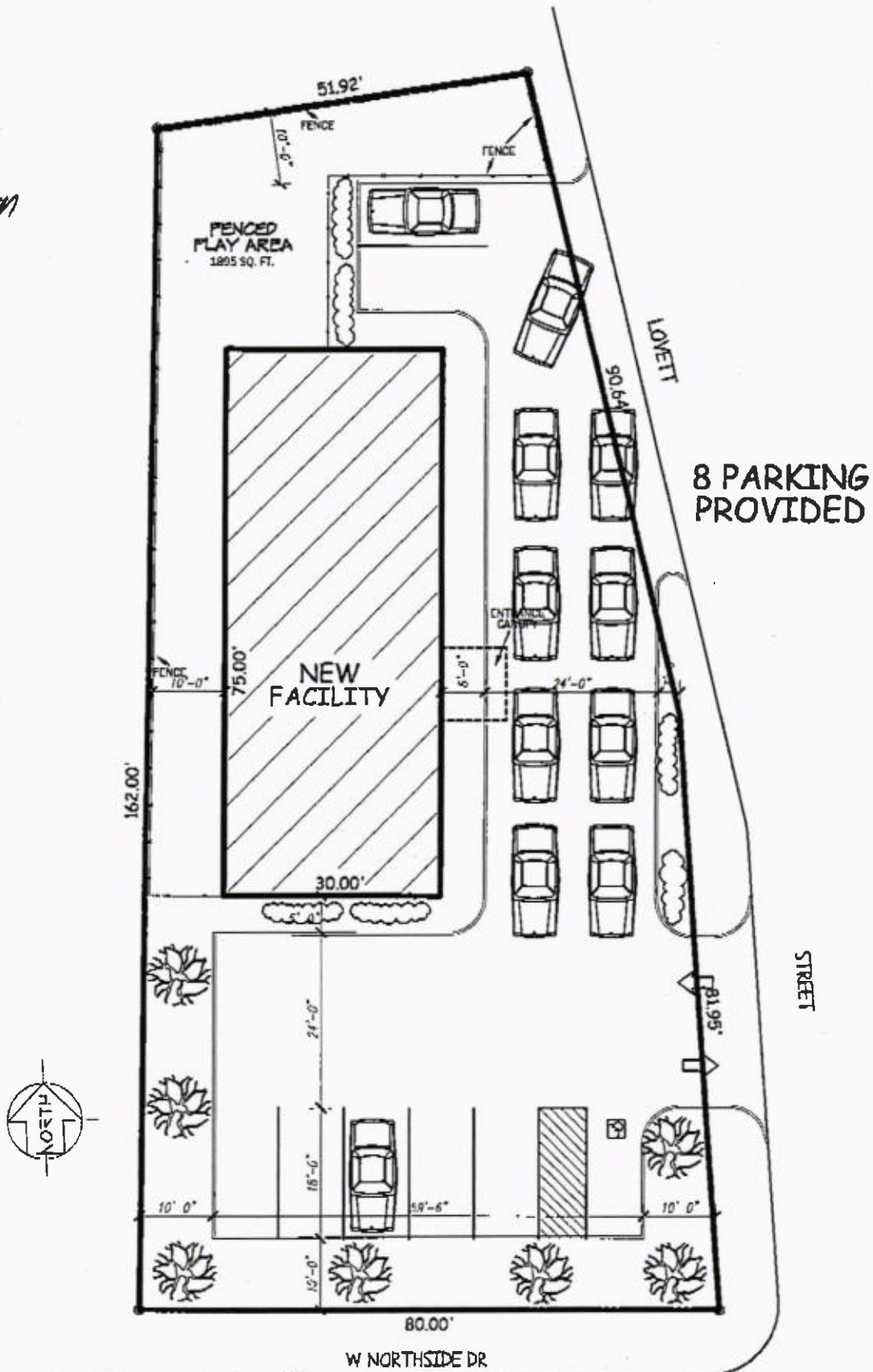
If I can be of any further assistance, I can be reached at (601) 924-2256.

Sincerely



Jerry "J.B." Bounds

For
Audrey Bingham



SITE PLAN

SCALE 1"=~~10'-0"~~
20'-0"

PLANNING AND ZONING COMMISSION

Clinton, MS
Tuesday June 23, 2009
7:00 p.m.
Municipal Courtroom
305 Monroe Street

Minutes by Cassie Cutrer, Assistant

Commission Members Present: Bettye King, Jim Martin, Pat Smith, Foster Ellis, Nancy Davis, Mark Williams

City Officials Present: Ken Dreher, City Attorney, Jerry Bounds, Director

I. Call to Order

The meeting was called to order at 7:00 p.m. by Jim Martin.

II. Consideration and Approval of March 24, 2009 Minutes

MOTION made by Nancy Davis to approve the April 28, 2009 minutes as written. SECOND by Bettye King. MOTION carried UNANIMOUSLY, NONE opposed

III. New Member Foster Ellis was welcomed to the commission.

IV. New Considerations

A. Conditional Use: To operate a day school at 499 Highway 80 West, owner Randy Rossell

Jerry Bounds clarified the location of the building on highway 80 and said the plans have gone through site plan review. The only concern brought up at the site plan review meeting was that the children would be bussed to a location on heavily trafficked highway 80.

Lisa Hilton, representative from Millcreek Schools, explained that Millcreek Shools originated in Magee, MS in 1977. They have established schools in Pontotoc, Gulfport, Arkansas, and other areas as well. They have 300 children on campus at the facility in Magee. They serve retarded children, emotionally disturbed children, and now are pursuing a day treatment in Clinton. She explained that the school serves those children for which the public schools cannot provide. The child can live at home and the school picks up the children by vans and/or buses within a 60 mile radius. They are accredited by the State Department of Education. Their reason for pursuing a facility in Clinton is that they would like to reach children outside of their 60 mile radius. They are picking up 40 children in the Jackson and surrounding area already. The Clinton location would include these 40 children as well as reach children outside the Magee 60 mi. radius.

Their payroll would bring \$750,000 in yearly salaries. Thirty-five staff would be hired, 12 being license professionals (teachers, nurses, and therapists).

Nancy Davis asked who funds Milcreek Schools.

Lisa Hilton said it is the Department of Education. No Medicaid or insurance pays since this is an educational service.

Nancy Davis asked if parents paid.

Lisa Hilton answered that they do not because (the State Department) entitles every child to an education. If the public school cannot provide it, the school must find someone who can.

Jim Martin asked if the property purchased included the two building spaces or only part of the space.

Lisa Hilton said that they would be leasing all building space from the current owner.

Jim Martin asked how many students the building would hold.

Lisa Hilton said they would max out at 50 to 55.

Jim Martin asked if the school would provide 1st through 12th grade.

Lisa Hilton answered that all their classes were special education, so they did not have grades.

Foster Ellis asked if Ms. Hilton had said there were 40 students serviced in the Jackson and surrounding area.

Lisa Hilton confirmed that this was true.

Foster Ellis asked if the 60 mile radius discussed was from the Magee facility and if they intended to reach a 60 mile radius from the Clinton facility.

Lisa Hilton confirmed that they would reach children within a 60 mile radius from the Clinton facility.

Jim Martin asked what renovations would need to be made.

Randy Rossell, building owner, said there would be seven separate classrooms, a nursing area, a kitchen, a dining room, a therapist and administration room.

Lisa Hilton said they would have their own principal.

Mark Williams said that he understood there to be about 30 staff and teachers. He asked how many parking spaces the building had.

Randy Rossell said they had 12-14 spaces in the front of the building and 12-14 in the back.

Mark Williams asked if the children would be brought in by buses.

Lisa Hilton said by vans and buses.

Mark Williams asked how many entrances there were to get to the facility. He said he was concerned about bringing kids in from Highway 80 and also having enough parking room.

Randy Rossell said he did not see a problem with parking and traffic. He asked how many vans they would have.

Lisa Hilton said there would be about 7 vans.

Mark Williams asked where the vans would be parked during the day.

Jim Martin said he had a hard time envisioning 75 or so people in the building and having enough parking room.

Randy Rossell said they also had an agreement with DaySpring Church for parking. Large meetings had been held in the current facility when it was used for Sta-Home Senior Care. There were 25-30 spaces on the side of the church that they used.

Jim Martin asked if it would cost Clinton Public Schools anything.

Pat Smith asked if the facility would service adults.

Lisa Hilton said other sites served adults, but this one would not.

Pat Smith asked what the age limit was.

Lisa Hilton said they were required by the State to serve only students 21 and under. Lisa restated that the Department of Education pays for their services, not the public schools.

Pat Smith asked if 6 yr. olds and 21 yr. olds would be served in the same building.

Bettye King asked if the pupil to teacher ratio would be 1-10.

Lisa Hilton said yes. Usually the ratio was 1-7 or 8.

Bettye King asked if they would have assistants. Lisa Hilton answered yes.

Mark Williams asked if all the students came in by vans.

Lisa Hilton answered that sometimes parents brought the children, but the normal pattern was for them to come in vans. Mark Williams asked how they were dropped off, for example, were they were lined up outside?

Lisa Hilton answered that at the other facilities, normally the van is pulled up near the door, the children get off the van and enter the building, and then the van is moved to a parking space.

Bettye King asked how many students rode in a van. Lisa Hilton responded that the maximum capacity is 12, but usually they only have 8. There are always two staff on the van: the driver and a staff member.

Jerry Bounds asked if there were any types of locks or provisions for keeping children inside the facility.

Lisa Hilton explained it would be a locked unit. Every staff member will have a key.

Jerry Bounds said they would look into the required occupancy load to determine how many people were allowed in the building.

The Realtor handling lease of the property said that they had a whole checklist that the State requires the building to meet. She also stated that the children and highway 80 should not be a problem since the vans would be driven on the Fairmont Road side, not the Highway 80 side. The Plate glass window on the Highway 80 side would be boarded up or fortified.

Jim Martin asked where the list was from. Lisa Hilton said it was from the State Department of Education.

Lisa Hilton said they have not approved the building yet because they have to get the building ready first. They have done this many times and are not worried they will be approved.

Jim Martin asked if the school would have exercise facilities.

Lisa Hilton said that none of their sites had gyms, but they take the children to parks, for example. These trips are all planned.

Foster Ellis asked if they would partner with local gyms.

Lisa Hilton answered they had not, but might pursue something of that nature.

Bettye King asked the length of the school day. Lisa Hilton said they picked up children at 7:00 to 7:30, the school day begins around 9:00, and they end at 2:30 or 2:45.

Foster Ellis asked where they would get their food and if it would be outsourced.

Lisa Hilton said yes, it was outsourced; many times they will buy it from the nearby public school.

Jim Martin asked if they would have a separate dining area. Lisa Hilton answered yes.

A PUBLIC HEARING was held.

Mr. Burchfield, the Clinton Public Schools superintendent, voiced his concerns of funneling from the Clinton Public Schools and the Milton Creek School. Lisa Hilton explained that students would not go to public school classes for part of the day and the Milton Creek for the other part. All educational services would be at their Highway 80 facility.

Laura Purdie, Special Education Director of Clinton Public Schools, said there was a new private school law that requires part of the public school money to be used even if students don't live in that district.

Lisa Hilton said she was not aware of that.

Nancy Davis said was sorry no parents were at the public hearing to voice their concerns and feelings about having a facility such as this in Clinton.

Bettye King asked that Mr. Burchfield clarify the funding issue. Would the Clinton School District be required to provide part of the funding of the Millcreek School program?

Mr. Burchfield said yes.

Jim Martin asked in what zoning class the building was.

Jerry Bounds replied C-2.

Bettye King asked if the other Millcreek schools received funding from the public schools. Lisa Hilton replied that they did not. Their primary funding is supplied by the Department of Education.

If the school district pays for a child, it is because they have referred him or her.

Jim Martin referred to the criteria for conditional use. He stated he was still concerned about the heavy traffic on Highway 80 and wondered if that would meet the requirements for issuing a conditional use.

Mark Williams asked if there was a site plan for the property.

The Commission members looked at the plans in their packets.

Pat Smith asked how many square feet the building was.

Randy Rossell explained both buildings on the property would be used.

Bettye King asked if the State Department had approved the square footage.

Lisa Hilton replied yes they had.

Randy Rossell explained there was also room for expansion.

Jim Martin asked if their other facilities were in high traffic areas.

Lisa Hilton said their facility in Gulfport was heavily trafficked.

The Realtor said the building had 5,795 square feet in the building. This may not be counting the offices off the left-hand side of the building.

MOTION made by Jim Martin to recommend to the Mayor and Board of Aldermen DENIAL of the CONDITIONAL USE for the Millcreek School at 499 Highway 80 due to heavy traffic. SECOND by Bettye King. MOTION carried with 4 FOR, 2 OPPOSED.

FOR--Bettye King, Mark Williams, Jim Marin, Foster Ellis
OPPOSED--Nancy Davis, Pat Smith

B. Dimensional Variance: Build a Daycare on 100 Lovett Street

Jerry Bounds said that the dimensional variance would be for the side street on the lot. The commission viewed a drawing of the lot. Aubrey Bingham is asking for a 10' variance on the side street. He said he was in favor of this request since if it was not approved, there would not be much use for the awkward shaped lot as is. There is ample parking. Aubrey Bingham will have six employees and has eight parking spaces with one handi-cap space. He also stated that earlier that day in a site plan meeting, if she built the day care, she would be required to install a fire hydrant which would cost \$4,000. The facility will also need to have a sprinkler system installed.

Aubrey Bingham asked why. Jerry Bounds answered that these are required codes.

Jim Martin asked if the set back was satisfactory on Northside Drive.

Jerry Bounds answered that she must build a solid fence 6 feet high.

Jim Martin stated his understanding that the variance was only on the Lovett Street side. He asked for how many children she would provide care.

Aubrey Bingham stated that she would hold a maximum of 40 children as set by the state for the dimensions of her building.

Betty King asked what the teacher pupil ratio would be.

Aubrey Bingham said the State Department of Education required for every 10 kids, there must be 1 teacher.

Jim Martin asked if the daycare met zoning requirements.

Jerry Bounds answered that it is allowed.

Jim Martin commented that it was an unusually shaped lot.

A PUBLIC HEARING was held. There were no questions or comments from the public.

MOTION was made by Foster Ellis to recommend to the Mayor and Board of Alderman APPROVAL for the dimensional variance request at 100 Lovett Street. SECOND by Pat Smith. MOTION carried UNANIMOUSLY, none OPPOSED.

C. Request for Residential Development: West end of Lawson Street in Olde Towne

Jerry Bounds explained that Ben Walker would like to build a subdivision off of Lawson Street. This would only be a vote to see if Clinton would like to see a subdivision in this part of town. The development Ben Walker has in mind is a lot like house at 205 Main Street.

Ben Walker and Dale Kieth then showed the commission their plans for the subdivision if they bought the land.

Nancy Davis asked if the land was fenced off right now.

Ben Walker answered that part of the property is owned by MC, part by the city, and partly by himself. He said that he had three or four letters of intent from citizens wanting to buy a house in the area if he were to build the subdivision. He passed out examples of ideas of what the houses might look like. It would be similar to the houses done in the Charret study. There would be a private drive in back for rear entrance to garage parking, and residents the streets would be wide enough for parking on the streets as well. On the North side, near the old spring, he said were possible plans to make a green space.

Foster Ellis asked if there if the houses would be Green built.

Ben Walker said he would try all he could do to build them that way.

Jim Martin asked if they would build as they had buyers.

Ben Walker answered that they would probably wait to see how it goes, but he was confident that people want to live downtown. He referred again to the letters of intent.

Foster Ellis asked what his target group was and if it would be mainly professors at M.C.

Ben Walker stated that all the letters of intent come from single people. One is a professor at M.C.

Jim Martin asked if the Fire Department has looked at the plans.

Ben Walker said that they were only concerned that a fire truck would be able to get in and out.

Betty Davis asked if a fire truck would be able to turn around in the streets.

Ben Walker said the architect says there is room.

Jim Martin asked if the plans had gone before the Historic Preservation Committee.

Jerry Bounds said that yes, they had, and they only asked that a drawing be made to show where the spring site was. They also wanted to know what would be done to preserve the Old Hotel site.

Ben Walker said he was not buying the parts where the spring is or Old Hotel site. The subdivision would not cut off access to the spring site.

Jerry Bounds said the Fire Marshall asked if Mr. Walker would consider installing sprinkler systems into the houses.

Ben Walker answered he would consider it.

Ken Dreher said sprinkler systems were not required for homes; only schools or child facilities.

MOTION made by Bettye King to recommend to the Mayor and Board of Alderman APPROVAL of the suggested subdivision to be built on the west end of Lawson Street. SECOND by Foster Ellis. MOTION carried UNANIMOUSLY, none OPPOSED.

V. Other Business

No other business was discussed.

VI. Next Meeting

The next meeting will be held on July 28, 2009, at 7:00 p.m. in the Municipal Courtroom.

VII. Adjournment

The meeting was adjourned at 8:15 p.m.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

July 21, 2009

AGENDA ITEM NO. B

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Resolution for denial of a conditional use, Randy Rossell to use facility for Milcreek Day School, 499 HWY 80 W

INTRODUCED BY: Jerry Bounds

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Invoice

Other: _____

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION: Planning and Zoning Commission recommend approval

BOARD ACTION:

MOTION MADE BY: _____

SECONDED BY: _____

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

Hisaw

Greer

Barnett

Peace

Morgan

Cashion

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 DENYING A CONDITIONAL USE TO
RANDY ROSSELL TO OPERATE A DAY SCHOOL AT 499 HIGHWAY 80 WEST, CLINTON,
MISSISSIPPI**

WHEREAS, Randy Rossell, did file a request for a conditional use for the property located on 499 Highway 80 West to operate a day school; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on June 23, 2009, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on June 23, 2009, adopted a motion to deny the request of Randy Rossell for a conditional use of the property to operate a day school 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 Mayor and Board of Aldermen are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of Randy Rossell for the property on 499 Highway 80 West to operate a day school and hereby granted and such action is taken pursuant to the findings of fact 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 Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.
5. The Conditional Use will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.
6. The Mayor and Board of Aldermen find that Section 1502 of the City of Clinton Zoning Ordinances has been complied with and that the requirements of Section 2405 of the City of Clinton Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.

7. The granting of this conditional use does not relieve the requestor from compliance with any applicable law, court order, covenants or contracts.

The foregoing Resolution, having been reduced to writing, Alderman _____ moved that said Resolution be adopted. Alderman _____ seconded. The vote was as follows:

Alderman Brabham voted: _____

Alderman Hisaw voted: _____

Alderman Greer voted: _____

Alderman Barnett voted: _____

Alderwoman Peace voted: _____

Alderman Morgan voted: _____

Alderman Cashion voted: _____

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted.

The foregoing ordinance was approved this the _____ day of _____ 2009.

CITY OF CLINTON

BY: _____
Rosemary Aultman, Mayor

ATTEST:

Russell Wall, City Clerk

(S E A L)

Millcreek

900 First Ave., N.E.
P.O. Box 1160
Magee, MS 39111
601-849-4221
Fax: 601-849-6427

May 29, 2009

Jerry Bounds
Community Development Office
City of Clinton
P.O. box 156
Clinton, MS 39060

Dear Mr. Bounds:

This letter is submitted as part of the Request for Conditional Use Application for the building located at ~~448~~⁴⁴⁹ Hwy 80 in Clinton.

The reason for the request is to begin preparations for opening a Day Treatment School in the Clinton building as a satellite facility of Millcreek Behavioral Health and Millcreek Schools, Inc. in Magee. Target date for opening the school will be the first week of August.

Randy Rossell, owner of the building, will be providing items 2 and 3 on the listed requirements. Millcreek is providing this letter (item 1) and a check for \$250.00 (item 4).

Mr. Rossell and Millcreek's acting administrator, Lisa Hilton, would like to be placed on the P & Z June 23 agenda.

Please call me at the number above if you have questions or need additional information.

Sincerely,



Ann Parker, Principal
Millcreek Schools, Inc.



City of Clinton

Mississippi

Community Development

June 15, 2009

Ms. Ann Parker
900 First Avenue N.E.
Magee, MS 39111

Mrs. Parker:

I have received your application for a conditional use to operate a Day School in the Clinton area. During the processing of your application there are two meetings that you or your representative must attend. The Planning and Zoning Committee meeting, which will be on June 23, 2009 and the Mayor and Board of Alderman meeting which will be on July 7, 2009. Both of these meetings will be held at the Clinton Police Department located at 305 Monroe Street, beginning at 7:00 pm.

If I can be of any further assistance, I can be reached at (601) 924-2256.

Sincerely

Jerry "J.B." Bounds

**Mississippi Department of Education**

Hank M. Bounds, Ph.D., State Superintendent of Education

Office of Student Performance • James E. Sardin • Interim Deputy Superintendent

Office of Accreditation

Jean Massey • Senior Assistant • 601-359-3764 • FAX: 601-359-1979

MEMORANDUM

To: Ms. Anne Parker, Principal
Millcreek School, Magee (6475)

From: Jean Massey, Director 
Office of Accreditation

Date: December 19, 2008

Subject: **Nonpublic School Accreditation Status for School Year 2008-2009**

This letter serves to confirm that on December 18, 2008, the State Board of Education (SBE) assigned Millcreek School, Magee an **ACCREDITED** status for the 2008-2009 school year. The decision of the State Board was based on the information stated on the enclosed 2007-2008 Accreditation Record Summary and SBE accreditation policy 2.3 published in the 2004 edition of *Mississippi Nonpublic School Accountability Standards*.

An **ACCREDITED** status is assigned when a school is in compliance with each of the SBE accreditation standards and accountability requirements. As stated in accreditation policy 2.1, your **ACCREDITED** status will remain in effect until December 2009 unless a verified report of noncompliance with SBE accountability requirements and/or accreditation standards is of such a nature that special SBE action to downgrade the status is warranted.

If you have any questions concerning accreditation requirements, please do not hesitate to call Lonnie Haynes or Wendy Naron at (601) 359-3764.

Enclosure

c: James Sardin
Mr. Kevin Sheehan

08-067 OA

"Quality Education for Every Child"

Central High School Building • 359 North West Street • P.O. Box 771 • Jackson, MS 39205-0771

Millcreek School (6475)

2

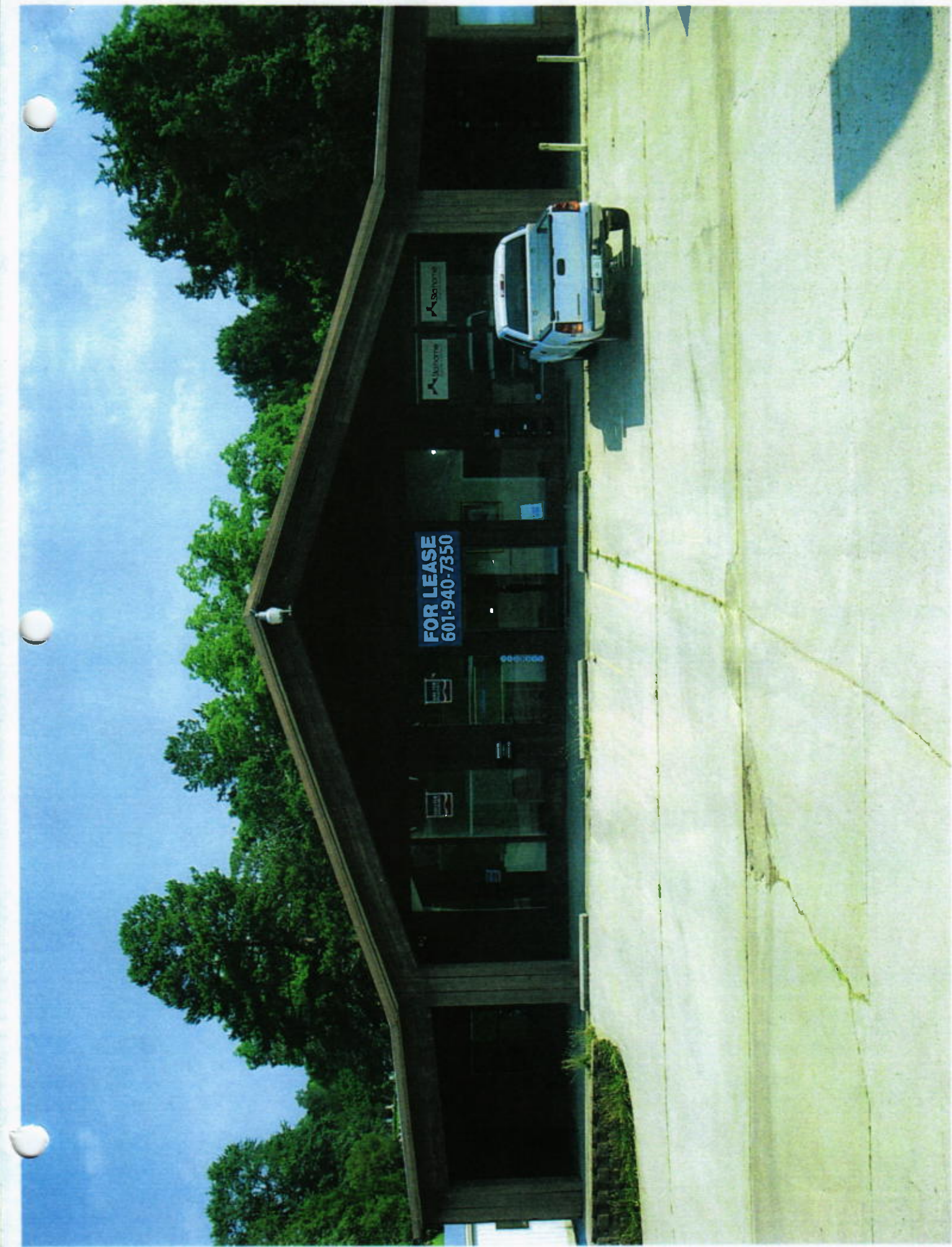
Accreditation Record Summary

MISSISSIPPI DEPARTMENT OF EDUCATION

OFFICE OF ACCREDITATION

NO DEFICIENCIES

End of Accreditation Record Summary



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

July 21, 2009

AGENDA ITEM NO.

C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Ben Walker, Request for Residential Development, West end of Lawson Street

INTRODUCED BY: Jerry Bounds

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Invoice

Other: _____

Ordinance

Plans, Maps

Resolution

Contract

RECOMMENDATION: Historical Preservation Committee and Planning and Zoning Commission recommend approval

BOARD ACTION:

MOTION MADE BY:

Greer

SECONDED BY:

Peace

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Barnett

✓

Peace

✓

Morgan

✓

Cashion

✓

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.

Historical Preservation Commission

Clinton, Mississippi

Tuesday, June 23, 2009

5:30 p.m.

Community Development Office

Minutes Taken By Cassie Cutrer, Assistant

Commission Members Present: Debbe Tillman, Jerrell Hutson

City Officials present: Jerry Bounds, Community Development Director; Cassie Cutrer, Assistant

I. Agenda Items: The meeting began at 5:30 p.m.

Request for Residential Development by Ben Walker on West end of Lawson in Olde Towne

Jerry Bounds stated that Ben Walker desires to put a subdivision on Lawson Street.

Jerrell Hutson asked if Bill Singletary's house was not involved. He inquired if this lot is north of Mr. Singletary's rental houses.

Debbe Tillman explained where the lot was in town.

Debbe Tillman how the development would impact the old spring.

Jerry Bounds said he did not know if it was in his property or not, but he would not be able to build anything there because of foundation reasons and because of historical preservation protection.

Debbe Tillman asked where the Old Hotel site was in relation to the lot. She stated the Old Trace goes by that area and wanted to know what preservation efforts are being considered? She asked if the city owned the old fire station.

Jerry Bounds stated that the city still does own the old fire station and showed a map of which parts in the discussed area were owned by the city, MC, and Ben Walker.

Debbe Tillman said she thought the subdivision would enhance Bill Singletary's property as right now the area is basically a dumping ground. She had heard Ben Walker had talked to people in the town about his plans.

Debbe Tillman asked if we could have someone on the committee know what was on the proposed subdivision lot before and also request a drawing that showed where the springs are on the city's property.

Jerrell Hutson asked if each street was 19 feet wide.

Debbe Tillman said it looked like residents would have to park under houses.

Jerry Bounds said that Ben Walker had explained the housing would be like the two story houses on Main Street.

Jerrell Hutson asked to clarify whether the housing would be attached or not.

Jerry Bounds said it would not. It would be single family de-tached housing.

Jerry Bounds asked if they would vote on whether they would like to see the subdivision in Olde Towne.

Debbe Tillman said she thought it would show people are investing in the area.

Jerrell Hutson voted YES to allow the subdivision.

Debbe Tillman voted YES to allow the subdivision plans to continue with the stipulation that someone look into the historic significance of the lots and look at where the springs are in relation to the proposed subdivision.

II. The meeting ended at 5:50 p.m.

KEITH WALKER, LLC

Office
830 Wilson Dr.
Suite C
Ridgeland, MS 39157

Mail
665 S. Pear Orchard
Suite 106-211
Ridgeland, MS 39157

June 5, 2009

City of Clinton
J.B. Bounds
Director of Community Development
300 Jefferson St.
P. O. Box 156
Clinton, MS 39060

RE: Lawson Street
Olde Town Clinton

Dear J.B.:

Please accept this letter as our request for application to Permit and Zoning for a residential development on the south and north side of the farthest west end of Lawson Street in Old Towne. We have plans for a maximum of twelve new urbanism houses. These houses are in keeping with the City Charette which was completed a couple of years ago. The lots sizes range from 33 feet wide to 36 feet wide, depending on the size of the house, some lots may be combined to accommodate the size house.

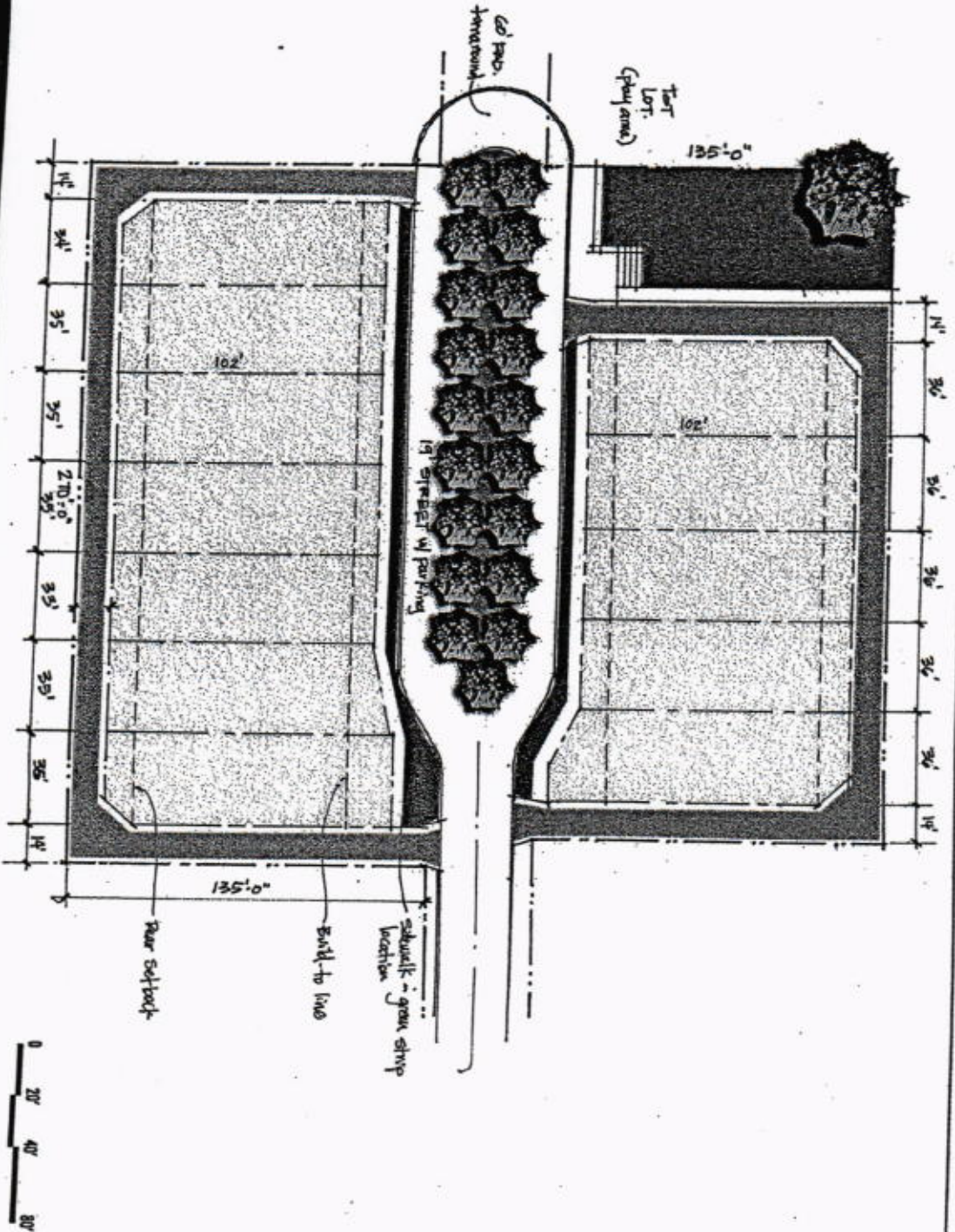
From our knowledge, there is water and sewer currently in place on the west end of Lawson Street.

Thanks for your assistance in this matter.

Sincerely,

Ben Walker, member
Keith Walker LLC

BARRANCO



BEN WALKER SITE PLAN

City of Clinton
Mississippi
Community Development

June 15, 2009

Mr. Ben Walker
665 S. Pear Orchard
Ridgeland, MS 39157

Mr. Walker:

I have received your application for a residential development on the west end of Lawson Street in the Old Towne District. You had mentioned to me that you were going to furnish some conceptual drawings for the project. I have not received those at this time. During the processing of your application there are two meetings that you or your representative must attend. The Planning and Zoning Committee meeting, which will be on June 23, 2009 and the Mayor and Board of Alderman meeting which will be on July 7, 2009. Both of these meetings will be held at the Clinton Police Department located at 305 Monroe Street, beginning at 7:00 pm.

If I can be of any further assistance, I can be reached at (601) 924-2256.

Sincerely



Jerry "J.B." Bounds