

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, AUGUST 4, 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 Hisaw followed by the pledge of allegiance to the flag led by Alderman Greer.

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

RECOGNITION

Police Officers Michael Kelly, James McNamee, and Ricky Townsend were recognized for being promoted to Sergeant in the Clinton Police Department.

APPROVAL OF CONSENT AGENDA ITEMS A - R

MOTION made by Alderman Greer and **SECONDED** by Alderman Brabham to approve the Consent Agenda Items A-R. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A LEASE AGREEMENT WITH OCE' FOR A COMBINATION COPIER, SCANNER, AND FAX MACHINE FOR THE COURT SERVICES DEPARTMENT

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Cashion the board approved a lease agreement with Oce' for a combination copier, scanner, and fax machine for the Court Services Department. The agreement is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF THE CERTIFICATE OF ATTENDANCE FOR TAMRA MORGAN
ATTENDING THE MUNICIPAL CLERKS STATEWIDE SEMINAR**

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Cashion and **SECONDED** by Alderwoman Peace the board approved the Certificate of Attendance for Tamra Morgan attending the Municipal Clerks Statewide Seminar. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF A BID FROM FIREBLAST 451 FOR \$320,000 FOR A MOBILE FIRE
TRAINER**

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham the board approved awarding the bid for a Mobile Fire Trainer to Fireblast 451 as being the lowest and best bid for \$320,000. **MOTION CARRIED UNANIMOUSLY**

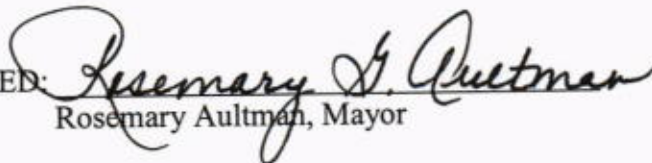
**APPROVAL OF CHANGE ORDER #7 FOR THE CONSTRUCTION OF THE
QUISENBERRY LIBRARY**

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Cashion and **SECONDED** by Alderwoman Peace the board approved Change Order #7 for the construction of the Quisenberry Library. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:20 P.M.

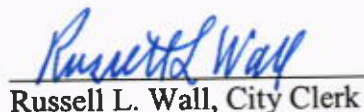
MOTION made by Alderman Brabham and **SECONDED** by Alderman Greer to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on August 18, 2009 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

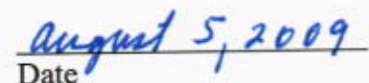
APPROVED:


Rosemary Aultman, Mayor


Date

ATTEST:


Russell L. Wall, City Clerk


Date



interoffice

MEMORANDUM

To: Russell
From: Lucy *Lucy*
Date: July 23, 2009
Re: August 4th Agenda

Under recognitions for the next agenda please put Police Department promotions.

from the desk of...

Lucy Lupo
Executive Asst. to the Mayor
City of Clinton
Post Office Box 156
Clinton, Mississippi 39060
Telephone: 601-925-6103
Fax: 601-924-0113

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: August 4, 2009

AGENDA ITEM NO. **7**

CONSENT AGENDA:

TO: Oce'

FOR:

ACCOUNT NO: 001-010-640

INTRODUCED BY: Russell Wall

DISCUSSION/ACTION: Lease agreement with Oce' for copier, scanner, fax for Court Services.

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY: Greer

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.



Océ Financial Services, Inc.
State and Local Agreement

Lease Agreement Number

200 -

CUSTOMER INFORMATION

FULL LEGAL NAME OF RENTER: <i>City of Clinton</i>		E-MAIL ADDRESS	
BUILDING ADDRESS: <i>P.O. Box 156</i>		CITY: <i>Clinton</i>	STATE: <i>MS</i>
ZIP+4: <i>39060</i>	PHONE#	CONTACT NAME: <i>Kinda White</i>	INVOICE ATTN OF: <i>Kinda White</i>
FEDERAL TAX ID #		CUSTOMER P.O. #	E-MAIL ADDRESS
Is a P.O. required?	☐ YES ☐ NO	ARE FUNDS APPROPRIATED	☐ YES ☐ NO
FISCAL FUNDING PERIOD FROM		TO	

EQUIPMENT

QTY	EQUIPMENT MODEL & DESCRIPTION	ACCESSORIES
1	VL2821	

☐ See attached schedule for additional Equipment/Accessories or multiple installation addresses

Equipment Location (If different from Billing Address)

PAYMENT PLAN

Initial Rental Term in months: *63*
Billing Frequency: ☒ Monthly ☐ Quarterly ☐ Other

*Note: 90 days deferred
1st 90 days {3 months} free*

# of Payments	Total Periodic Payment (applicable taxes not included)
First: <i>63</i>	<i>\$97.00</i>
Next	
Next	

Included in your payment: (separate vendor agreement required) ☐ Equipment Maintenance ☐ Copier Supplies ☐ Software Maintenance

TERMS AND CONDITIONS

IMPORTANT: NEITHER THE VENDOR NOR ANY SALESPERSON ARE OUR AGENT. THEY HAVE NO AUTHORITY TO SPEAK ON OUR BEHALF OR MAKE ANY CHANGES TO THIS CONTRACT. THEIR STATEMENTS WILL NOT AFFECT YOUR RIGHTS OR OBLIGATIONS UNDER THIS CONTRACT.

- Definitions; Parties' Relationship:** The words "YOU" and "YOUR" refer to the Renter. The words "WE", "US", "OUR" and "OFSI" refer to the Lessor, Océ Financial Services, Inc. The term "Vendor" means Océ Imagistics Inc. The word "Parties" means "OFSI" and "YOU". The Equipment was selected by you and supplied by Vendor, not OFSI.
- Contract Agreement; Payments:** We agree to rent to you and you agree to rent from us the Equipment ("Equipment") listed above or identified in any attached Equipment Schedule ("Equipment Schedule"). The equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this contract. THIS CONTRACT IS NOT BINDING ON US AND WILL NOT COMMENCE UNTIL WE ACCEPT IT IN OUR OFFICES.
- Total Payment:** You promise to pay us the Total Periodic Payments according to the terms of the Payment Schedule shown above or any Equipment Schedule hereto, subject to your right of non-appropriation as provided in Section 18. If you so request, your base Maintenance payment commences simultaneously with the Term and such payment is included in your Total Periodic Payment as an accommodation to you and Vendor. We may increase the Total Periodic Payment as a result of any imposition of, or increase in taxes as provided in Sections 13. REGARDLESS OF ANY DISPUTE WITH VENDOR, OR LOSS OR DAMAGE TO THE EQUIPMENT OR ANY OTHER REASON, YOU ARE REQUIRED TO PAY US ALL TOTAL PERIODIC PAYMENT AND OTHER SUMS DUE UNDER THIS CONTRACT. ALL TOTAL PERIODIC PAYMENT SHALL BE PAID BY YOU WITHOUT DEDUCTION AND IRRESPECTIVE OF ANY SET-OFF, COUNTERCLAIM, RECOUPMENT, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE AGAINST US, VENDOR, OR ANY OTHER PARTY.
- Start of Contract Term:** The Contract shall commence on the acceptance date which shall be the date the Equipment is delivered, and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 18, or (iii) the expiration of the Term and your payment of all Total Periodic Payments and other sums due and your fulfillment of all other obligations under this Contract.
- Due Date; Late Charges; Other Charges:** The due date for your payments will be identified on your invoice. If any payment under this contract is not paid when due, you agree to pay a late charge at the rate of 10% of such late payment or \$35, whichever is greater. You also agree to pay \$25 for each returned check. An origination fee of \$75 to cover our costs of credit approval and documentation is included as a capitalized amount in computing your Total Periodic Payment. You authorize us to adjust the Total Periodic Payment by not more than 15% to reflect applicable taxes. Any contract charge that exceeds the amount allowed by law shall be reduced to the maximum allowed.

RENTAL ACCEPTANCE

LESSOR		RENTER	
OCÉ FINANCIAL SERVICES, INC.		<i>CITY OF CLINTON</i>	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE	
<i>[Signature]</i>		<i>Rosemary G. Avitman Mayor</i>	
PRINT NAME	TITLE	PRINT NAME	TITLE
		<i>ROSEMARY G. AVITMAN</i>	<i>MAYOR</i>
DATE		DATE	
		<i>8-5-2009</i>	

 Maintenance Agreement				DATE SUBMITTED		OMD EQUIP ORDER			
BILL TO	CUSTOMER NAME City of Clinton			SHIP TO IF DIFFERENT	CUSTOMER NAME City of Clinton Police Dep				
	P.O. Box 156				CUSTOMER NAME 805 Monroe Street				
	ADDRESS Clinton MS				ADDRESS Clinton MS 39000				
	CITY/STATE/ZIP 39000				CITY/STATE/ZIP				
BILL-TO CUST #		COMBINED BILLING MODEL/SERIAL		EXISTING MASTER AGREEMENT YES ☐ NO ☒		CUSTOMER TAX EXEMPT YES ☒ NO ☐		MAINT TAXABLE YES ☐ NO ☐	
LOCATION CUST #		OPERATOR NAME Tami Morgan		OPERATOR PHONE 601.984.4411		EMAIL ADDRESS mmorgan@clintonms.org			
		METER REQ METHOD (FAX, CALL, E-MAIL)		OPERATOR FAX #		EMAIL ADDRESS			
FULL SERVICE MAINTENANCE PLAN INCLUDES (An option must be selected)						☒ SUPPLIES (EXCLUDES PAPER & STAPLES) ☐ SUPPLIES & STAPLES (EXCLUDES PAPER) ☐ NO SUPPLIES			
FINANCED EMA YES ☐ NO ☐		MAINTENANCE TERM 103		EFFECTIVE DATE		EMA P.O. NUMBER		P.O. EXP. DATE	
LEASED EMA YES ☒ NO ☐		LEASE TERM 103		State Contract ☐ YES		FREQUENCY (Show Rates Below Same As) ☐ Mth ☒ Qtr ☐ Annual ☐ Dual		IN ARREARS Yes ☐ No ☐	
Any changes to this agreement must be initialed by the customer									
EQ ID	MODEL	SERIAL #	Comb Billing (Y/N)	Beginning Meter Read		Time or Usage (Y/N)	FIXED RATE	MIN VOL ALLOW	CPC ABOVE MIN.
	VL2821						\$35.00	3000	\$0.012
EMA PRICE IS ANNUAL FOR FAX EQUIPMENT, MONTHLY OR QUARTERLY FOR ALL OTHER EQUIPMENT.									
NOTES				BILLING REQUIREMENTS ☒ Standard (Usage billed monthly in arrears; Based on date of install; Consolidated) ☐ Special (attached signed "Customer Billing Requirements" checklist) ☐ Connected Product to Customer Network? (If yes, attach signed "Site Survey")					
CUSTOMER ACKNOWLEDGEMENT									
YOU ACKNOWLEDGE RECEIPT OF, AND AGREE TO BE BOUND BY OCE IMAGISTICS D/B/A OCE NORTH AMERICA CORPORATE PRINTING DIVISION ADDITIONAL SALES TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN. ANY CHANGES THERETO MUST BE APPROVED IN WRITING BY OUR CORPORATE LEGAL DEPARTMENT OR SHALL NOT BE BINDING US. IF A DEVICE IS BEING PROVIDED BUT NOT BEING CONNECTED AT THE TIME OF THIS ORDER, OUR SITE SURVEY IS REQUIRED PRIOR TO CONNECTION IN THE FUTURE.									
CUSTOMER SIGNATURE Rosemary G. Avitman			DATE 8-5-08		PRINT SIGNER NAME ROSEMARY G. AVITMAN			PRINT SIGNER TITLE MAYOR	
SALES REP NAME Dorance C. Barnett			REP#		ORGANIZATION NATL ☐ COMM ☐ BPC ☒			BRANCH NAME Bridgeland	
SALES REP SIGNATURE Dorance C. Barnett			BRANCH MANAGER SIGNATURE C. Barnett						

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: August 4, 2009

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Certificate of Attendance for Tamra Morgan attending the Municipal Clerks Statewide Seminar.

INTRODUCED BY: Russell L. Wall, City Clerk

BOARD ACTION:

MOTION MADE BY:

Cashion

SECONDED BY:

Wall

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

✓

—

Hisaw

✓

—

Greer

✓

—

Barnett

✓

—

Peace

✓

—

Morgan

✓

—

Cashion

✓

—

Mayor Aultman

—

—

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Certificate of Attendance

The Mississippi Municipal Court Clerk's Association
awards this certificate to

Janina Morgan

For attending the Summer Convention on
July 13-14, 2009
Biloxi, MS



Shirley Blakey
Shirley Blakey, President
Mississippi Municipal Court Clerk's Association

July 14, 2009
Date

CITY OF CLINTON AGENDA ITEM FACT SHEET1

BOARD MEETING DATE: August 4, 2009
AGENDA ITEM NO.:

9

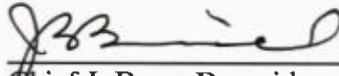
CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:


Chief J. Barry Burnside

DISCUSSION/ACTION – To accept a bid for a Mobile Fire Trainer (Fireblast 451) in the amount of \$320,000. Bid sheet attached.

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Brabham

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

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BID SHEET

Clinton Fire Department Mobile Fire Trainer

Company Name: Fireblast 451, Inc.

Company Address: 4131 Tigris Way

City/State/Zip: Riverside, CA 92503

Telephone Number: (951) 277-8319

Contact Person: Jessica Kuehl

Signature: *Jessica Kuehl*

Bid Amount: \$320,000.00

*Delivery F.O.B. destination included

**Sales Tax not included

***One (1) year Manufacturer's Warranty

Estimated time of delivery from date of receipt of signed contract. 180 days

Available Options:

Annual Maintenance Contract	\$9,000.00
Additional Maze Panels (2 Panel Set)	\$1,507.00
Mobile Touch Panel	\$4,580.00
FDC Standpipe	\$1,980.00

Fireblast 451, Inc.

4131 Tigris Way • Riverside, CA 92503 • (951) 277-8319 Phone • (951) 279-1705 Fax www.fireblast451.com

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: August 4, 2009 AGENDA ITEM NO. 10

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Change Order #7 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: Peace

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Barnett
Peace
Morgan
Cashion

✓
✓
✓
✓
✓
✓
✓

Mayor Aultman

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AIA Document G701™ - 2001

RECEIVED

APR 17 2009

LAWS CONSTRUCTION

Change Order

PROJECT (Name and address): Quisenberry Library Clinton, Mississippi	CHANGE ORDER NUMBER: 007 DATE: April 16, 2009	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Laws Construction Co., Inc. 2508 Lakeland Drive Flowood, Mississippi 39208	ARCHITECT'S PROJECT NUMBER: 04055A CONTRACT DATE: September 05, 2008 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Item One: Credit for the deletion of stone from the wall on J-Line between Gridlines 2 and 9.

Southeastern Stone (Sub Quote)	\$6,048.00
GC Fee (10%)	\$605.00
Sales Tax (3.63%)	\$242.00

Total	\$6,895.00
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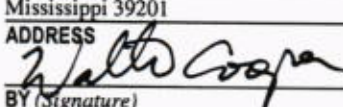
The original Contract Sum was	\$ 6,756,000.00
The net change by previously authorized Change Orders	\$ 2,916.00
The Contract Sum prior to this Change Order was	\$ 6,758,916.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 6,895.00
The new Contract Sum including this Change Order will be	\$ 6,752,021.00

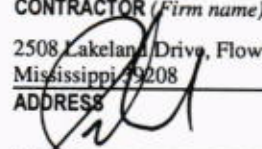
The Contract Time will be unchanged by Zero (0) days.

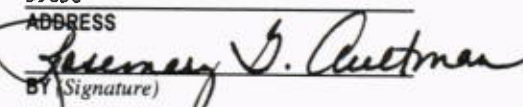
The date of Substantial Completion as of the date of this Change Order therefore is January 28, 2010

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)
Walter Cooper, AIA
(Typed name)
April 16, 2009
DATE

Laws Construction Co., Inc.
CONTRACTOR (Firm name)
2508 Lakeland Drive, Flowood,
Mississippi 39208
ADDRESS

BY (Signature)
John Laws
(Typed name)
4-17-09
DATE

City of Clinton
OWNER (Firm name)
300 Jefferson Street, Clinton, Mississippi
39056
ADDRESS

BY (Signature)
Rosemary G. Aultman
(Typed name)
8-5-2009
DATE