

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 15, 2008

AGENDA ITEM NO. 7

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.:

BOARD APPROVED

JAN 15 2008

CITY OF CLINTON

DISCUSSION/ACTION:

Unkempt Property
110 W. Leake Street
112 W. Leake Street
Hugh McLaurin, Property Owner

*Hugh McLaurin
no authority
Mr. Bland is trustee
of trust.*

INTRODUCED BY: Gary Ward *W*

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes

Invoice

Other: _____

Ordinance

Plans, Maps

Resolution

Contract

*city attorney to find out
who is legally responsible
for property to maintain
it up.*

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Morgan*

SECONDED BY: *Bishop*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

☒

Hisaw

☒

Greer

A

Bishop

☒

Morgan

☒

Barnett

☒

Mayor Aultman

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

RESOLUTION

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 110 W. Leake Street and 112 W. Leake 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 110 W. LEAKE STREET and 112 W. LEAKE STREET CLINTON MISSISSIPPI, UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY SECTION 21-19-11, 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 110 W. Leake Street and 112 W. Leake 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., January 15, 2008, 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 the Public Works Department 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 painting exterior of buildings, installing gutters, replacing broken windows, removing rubbish and other debris, and any other maintenance repairs deemed necessary.

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 properties located at 110 W. Leake Street and 112 W. Leake Street, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.

2. The Director of Public Works 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 properties by painting exterior of buildings, installing gutters, replacing broken windows, removing rubbish and other debris, and any other maintenance repairs deemed necessary.
3. The Director of Public Works 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 Bishop 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>ABSENT</u>
Alderman Bishop voted:	<u>AYE</u>
Alderman Morgan voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>

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

The foregoing Resolution was approved this the 15th day of JANUARY 2008.

ATTEST:

Russell Wall
RUSSELL WALL, City Clerk

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



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: January 15, 2008

AGENDA ITEM NO.

CONSENT AGENDA:

TO:

8

FOR:

BOARD APPROVED

ACCOUNT NO:

JAN 15 2008

INTRODUCED BY:

CITY OF CLINTON

DISCUSSION/ACTION: Consider an order declaring the Ward 4 Alderman seat vacant and setting a date for a special election.

INTRODUCED BY: Russell L. Wall, City Clerk

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Hisaw

VOTE CAST:
TAKEN:

"AYE"

"NAY"

ACTION

Brabham

✓

Hisaw

✓

Greer

19

Bishop

✓

~~Fisher~~

~~✓~~

Morgan

✓

Barnett

✓

Mayor Aultman

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

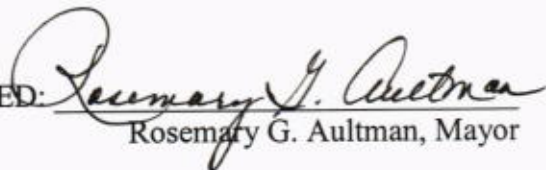
ORDER: DECLARING THE WARD 4 ALDERMAN OFFICE VACANT AND
SETTING FEBRUARY 26, 2008 AS THE DATE OF A SPECIAL ELECTION
TO FILL THE OFFICE OF WARD 4 ALDERMAN IN ACCORDANCE
WITH SECTION 23-15-857 OF THE MISSISSIPPI CODE OF 1972
ANNOTATED

On motion made by Alderman Brabham, seconded by Alderman Hisaw, the Board adopted an Order declaring the Ward 4 Alderman office vacant and setting February 26, 2008 as the date of a special election to fill the office of Ward 4 Alderman in accordance with Section 23-15-857 of the Mississippi Code of 1972 Annotated.

Approved this the 15th day of January, 2008, at the regular meeting of the Mayor and Board of Aldermen, of the City of Clinton, Mississippi upon the vote being as follows, to-wit:

Alderman Jehu Brabham
Alderman Tony Hisaw
Alderman Tony Greer
Alderman Mike Bishop
Alderman Ward 4
Alderman Mike Morgan
Alderman William Barnett

Voted: AYE
Voted: AYE
Voted: ABSENT
Voted: AYE
Voted: Vacant
Voted: AYE
Voted: AYE

APPROVED: 
Rosemary G. Aultman, Mayor

ATTEST: 
Russell L. Wall, City Clerk

(SEAL)



ORDER: DECLARING THE WARD 4 ALDERMAN OFFICE VACANT AND
SETTING FEBRUARY 26, 2008 AS THE DATE OF A SPECIAL ELECTION
TO FILL THE OFFICE OF WARD 4 ALDERMAN IN ACCORDANCE
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Alderman Tony Hisaw
Alderman Tony Greer
Alderman Mike Bishop
Alderman Ward 4
Alderman Mike Morgan
Alderman William Barnett

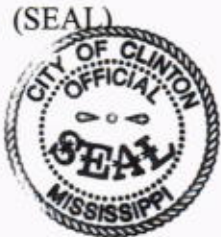
Voted: AYE
Voted: AYE
Voted: ABSENT
Voted: AYE
Voted: Vacant
Voted: AYE
Voted: AYE

APPROVED: _____

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

ATTEST: _____

Russell L. Wall
Russell L. Wall, City Clerk



PUBLIC NOTICE

The Mayor and Board of Aldermen, of the City of Clinton, Mississippi at the regular meeting held on January 15, 2008 approved an order declaring the Ward 4 Alderman office vacant and set February 26, 2008 as the date of a special election to fill the office of Ward 4 Alderman in accordance with Section 23-15-857 of the Mississippi Code of 1972 Annotated.

Publish January 17, 2008, January 24, 2008 and January 31, 2008

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 1-15-2008

AGENDA ITEM NO. 10

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

JAN 15 2008

ACCT. NO.

CITY OF CLINTON

DISCUSSION/ACTION: New contract with Waste Management to increase picking up the dumpsters at Springridge Mobile Home Estates from ~~three~~ days to ~~five~~ days.

four

six

INTRODUCED BY: Mike Parker Public Works Director

TELEPHONE: 601-924-2239

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: *Barnett*

SECONDED BY: *Brabham*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
~~Fisher~~
Morgan
Barnett

✓
✓
A
✓
✓
✓
✓

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.



From: Waste Management Fax: Waste Management Inc. At: 07-12-04-18:51 Doc: 443 Page: 001

SERVICE AGREEMENT
NON-HAZARDOUS WASTES

SIC Code 8511

Type of Business

Waste Management of **JACKSON**

FAX BACK TO: 866-384-1573

ACCOUNT NAME	SPRINGRIDGE TRAILER PARK		
SERVICE ADDRESS	499 SPRINGRIDGE RD		
CITY, ST ZIP	CLINTON	MS	39066
COUNTY	HINDS		
TEL #	6019242230	FAX #	6019248532
CONTACT	GERALDINE SLEDGE		

WM AGREEMENT NO.			
CUSTOMER ACCOUNT	780-17734		
REASON CODE	P		
EFFECTIVE DATE	2-1-08		
BILLING NAME	CITY OF CLINTON		
BILLING ADDRESS	C/O SPRINGRIDGE TRAILER PARK		
PO BOX	156		
CITY, ST ZIP	CLINTON	MS	39060-0156
COUNTY	HINDS		
TEL #	6019242230	FAX #	6019248532
CONTACT	GERALDINE SLEDGE		

EQUIPMENT/SERVICE SPECIFICATIONS

Quantity	Container	Size	Waste	Units	Frequency	On Call	Schedule & Rate No.							Charge(s)
							MON	TUE	WED	THUR	FRI	SAT	SUN	
N	3	8FL			6		J1A2	J2A2	J3A2	J4A2	J5A2	J6A2		\$ 1855.00
E														\$
W														\$
Map Code/Driver Notes							Schedule & Route No.							\$ Total
O	3	8FL			4		J1A2		J3A2		J5A2	J6A2		\$ 1236.00
L														\$
D														\$

SPECIAL INSTRUCTIONS

CUSTOMER DEPOSIT	RENEWABLE YES	
	TERM 36mo	
P.O. NUMBER		
JOB NUMBER		
RECEIPT REQUIRED?	N (Y/N)	BILL TO ACCT #
TAXABLE	N (Y/N)	DISPOSAL SITE JX Trofu

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

SCHEDULE OF CHARGES	
Service Charge per Month	\$ 1855.00
Central Locks	\$
Extra Pickup Charges	
Per Lit (where noted by customer)	\$ 120.00 - EACH
Per Yard	\$
Per Ton	\$
Hauling Per Load	\$
Deposit Per Ton	\$
Disposal per Load	\$
Total per Load	\$
Delivery Charge (PER UNIT)	\$ 75.00
Exchange Charge (where applicable)	\$ 75.00
Removal Charge (where applicable)	\$ 75.00
Trip Charge (where applicable)	\$
Minimum Charge per Month	\$ 1855.00

TERMS: NET 10 DAYS

CUSTOMER
Rosemary G. Aultman
(AUTHORIZED SIGNATURE)
MAHDA 1-16-08
(TITLE) (DATE)
NAME (PRINT OR TYPE) ROSEMARY G. AULTMAN

CONTRACTOR
William F. Dyer
(AUTHORIZED SIGNATURE)
505
(TERRITORY NUMBER)
NAME (PRINT OR TYPE) JOHN WILLIAM F. DYER

JAN-28-2008 MON 03:13 PM City of Clinton

FAX NO. 6019248532

P. 03

To: 6019248532

From: Waste Management

Fax: Waste Management Inc

LIVECALL at: 07-12-04-16:31

Rec: 643 Page: 002



SERVICE AGREEMENT NON-HAZARDOUS WASTES

Collection Service Agreement Terms And Conditions

1. SERVICES RENDERED; WASTE MATERIALS. Customer grants to Company the exclusive right, and Company shall furnish equipment and services, to collect and dispose of and/or recycle all of Customer's Waste Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/side-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

2. TERM. The initial term ("Term") of this Agreement is thirty-six (36) months from the Effective Date set forth above ("Initial Term"). This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice (See Section 10) of termination at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the termination of the then-existing term.

3. SERVICES GUARANTY. If the Company fails to perform the services described within five business days of its receipt of a written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. CHARGES; PAYMENTS; ADJUSTMENTS. Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, as adjusted hereunder, within ten (10) days of the date of Company's invoice. Customer shall pay a service charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law. Company may increase the charges to account for: any increase in disposal, fuel or transportation costs; any change in the composition of the Waste Materials or increases in the average weight per container of Waste Materials; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties.

5. CHANGES. Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the actions and practices of the parties.

6. EQUIPMENT, ACCESS. All equipment furnished by Company shall remain the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and for its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, an additional fee for any service modifications caused by or resulting from Customer's failure to provide access. Company shall not be responsible for any damage to Customer's property, including pavement, subsurface or curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. LIQUIDATED DAMAGES. In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) If the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) If the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) If the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) If the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement.

8. INDEMNITY. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Materials, after the date of this Agreement, in a facility owned by a subsidiary of Waste Management, Inc., provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. RIGHT OF FIRST REFUSAL. Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

10. MISCELLANEOUS. (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

CUSTOMER

(AUTHORIZED SIGNATURE)

FRANK MAYER

(TITLE)

(DATE)

CONTRACTOR

(AUTHORIZED SIGNATURE)

TERRITORY NUMBER

(DATE)

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 1-15-2008

AGENDA ITEM NO. 11

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

JAN 15 2008

CITY OF CLINTON

ACCT. NO.

DISCUSSION/ACTION: MEMA State-Local Disaster Agreement

INTRODUCED BY: Mike Parker Public Works Director

TELEPHONE: 601-924-2239

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
~~Fisher~~
Morgan
Barnett

✓
✓
A
✓
✓
✓
✓

Mayor Aultman

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STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA-1604-DR-MS

APPLICANT ID NO: 049-14420-00

APPLICANT NAME: Clinton, City Of

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency and the undersigned State Agency and political subdivision of the State, private nonprofit organizations or authorized tribal organizations. This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referred disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
5. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
6. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB circulars A-87, A-102, A-110, A-122, A-128, and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
7. The Applicant shall provide Quarterly Reports to the State which indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
8. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14. All audit reports should be forwarded to the Governor's Authorized Representative, Attention: Public Assistance.
9. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
10. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.
11. The Applicant will comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.

12. The Applicant will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services and to contract for repair or restoration of public facilities.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for another approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44CFR Part 206.
25. The applicant will provide copies of every audit report issued on the entity at the time of its receipt by the entity to the State.

Signed for the Applicant (Certifying Representative):

NAME

SIGNATURE

DATE

Signed for the State (Governor's Authorized Representative):

Thomas M. "Mike" Womack

NAME

SIGNATURE

DATE

LOCAL APPLICANT'S AGENT

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities (such as debris removal, evacuation, sand bagging, etc.). When this happens, the local government must designate an Applicant's Agent who will be authorized by the City Council/Board of Supervisors to represent the city or county with federal and state agencies managing these public assistance programs.

Much of the work of an Applicant's Agent will start as soon as the disaster occurs. To save time in the first few days following a disaster, MEMA recommends that the Applicant's Agent be designated BEFOREHAND. By doing this, the city or county will give the person selected a chance to become familiar with these programs and to establish local procedures and systems before the disaster occurs.

The City Council/County Board should be particularly selective in naming an Applicant Agent. The designation must be made by the action of the full body and should be recorded in the official record as any other ordinance or resolution would be. The City Council/County Board should carefully select a person who is able to perform the duties that will be assigned.

The person selected must also be able to spend the major amount of time required to do the job. Once the Applicant's Agent is selected the City Council or County Board must give their support and help.

In simplest terms, the Applicant's Agent will represent the local government in managing the city or county applications for federal disaster assistance funds. The agent will be the contact person for Federal and State agencies dealing with the disaster programs. This person will be responsible for managing federal funds provided for the community, for following state and local bid and contract procedures, for maintaining auditable records and for seeing that all work is accomplished before the completion dates are reached.

The position of Applicant's Agent is highly responsible and requires a good deal of time and strong managerial skills. The person selected must have the full confidence of the City Council/County Board and must be given sufficient authority to take the steps required under Federal regulations.

Some counties have appointed the Chancery Clerk, County Administrator, County Engineer, or Emergency Management Director, City Manager or others. The choice is entirely up to the governing body.

DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY: MAYOR & BOARD OF ALDERMEN OF: CITY OF CLINTON, MISSISSIPPI
Governing Body City, County, Other Entity

THAT MIKE PARKER DIRECTOR OF PUBLIC WORKS
Name of Designated Agent Official Position

ADDRESS: PO BOX 156 , TELEPHONE (W) 601-689-9249 (H) 601-689-9249
CLINTON, MS 39060

is hereby authorized to execute for and in behalf of THE CITY OF CLINTON, MISSISSIPPI
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS 15th DAY OF JANUARY 2008.

<u>[Signature]</u> Name and Title <u>ALDERMAN AT-LARGE</u>	<u>[Signature]</u> Name and Title <u>ALDERMAN WARD 3</u>
<u>[Signature]</u> Name and Title <u>ALDERMAN WARD 1</u>	<u>[Signature]</u> Name and Title <u>ALDERMAN WARD 5</u>
<u>ABSENT</u> Name and Title <u>ALDERMAN WARD 2</u>	<u>[Signature]</u> Name and Title <u>ALDERMAN WARD 6</u>
<u>VACANT</u> Name and Title <u>ALDERMAN WARD 4</u>	

CERTIFICATION

I, RUSSELL L WALL, duly appointed CITY CLERK
Title

of THE CITY OF CLINTON, MISSISSIPPI, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the MAYOR AND BOARD OF ALDERMEN
Governing Body

of THE CITY OF CLINTON, MISSISSIPPI on the 15th day of JANUARY, 2008.

January 16, 2009
DATE

[Signature]
SIGNATURE

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA-1604-DR-MS

APPLICANT ID NO: 049-14420-00

APPLICANT NAME: Clinton, City Of

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency and the undersigned State Agency and political subdivision of the State, private nonprofit organizations or authorized tribal organizations. This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referred disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
5. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
6. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB circulars A-87, A-102, A-110, A-122, A-128, and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
7. The Applicant shall provide Quarterly Reports to the State which indicate the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
8. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14. All audit reports should be forwarded to the Governor's Authorized Representative, Attention: Public Assistance.
9. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
10. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.
11. The Applicant will comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.

12. The Applicant will comply with all applicable provisions of federal and state law and regulation in regard to procurement of goods and services and to contract for repair or restoration of public facilities.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for another approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44CFR Part 206.
25. The applicant will provide copies of every audit report issued on the entity at the time of its receipt by the entity to the State.

Signed for the Applicant (Certifying Representative):

Mike L Parker

NAME

Mike Parker

SIGNATURE

1-16-2008

DATE

Signed for the State (Governor's Authorized Representative):

Thomas M. "Mike" Wornack

NAME

SIGNATURE

DATE

LOCAL APPLICANT'S AGENT

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities (such as debris removal, evacuation, sand bagging, etc.). When this happens, the local government must designate an Applicant's Agent who will be authorized by the City Council/Board of Supervisors to represent the city or county with federal and state agencies managing these public assistance programs.

Much of the work of an Applicant's Agent will start as soon as the disaster occurs. To save time in the first few days following a disaster, MEMA recommends that the Applicant's Agent be designated BEFOREHAND. By doing this, the city or county will give the person selected a chance to become familiar with these programs and to establish local procedures and systems before the disaster occurs.

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Some counties have appointed the Chancery Clerk, County Administrator, County Engineer, or Emergency Management Director, City Manager or others. The choice is entirely up to the governing body.

DESIGNATION OF APPLICANT AGENT

BE IT RESOLVED BY: MAYOR & BOARD OF ALDERMEN OF: CITY OF CLINTON, MISSISSIPPI
Governing Body City, County, Other Entity

THAT MIKE PARKER DIRECTOR OF PUBLIC WORKS
Name of Designated Agent Official Position

ADDRESS: PO BOX 156 TELEPHONE (W) 601-924-2239 (H) _____
CLINTON, MS 39060

is hereby authorized to execute for and in behalf of THE CITY OF CLINTON, MISSISSIPPI
City, County, Other Entity

a public entity established under the laws of the State of Mississippi, applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93-228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

PASSED AND APPROVED THIS 15th DAY OF JANUARY 2008.

<u>[Signature]</u> Name and Title	<u>ALDERMAN AT-LARGE</u>	<u>[Signature]</u> Name and Title	<u>ALDERMAN WARD 3</u>
<u>[Signature]</u> Name and Title	<u>ALDERMAN WARD 1</u>	<u>[Signature]</u> Name and Title	<u>ALDERMAN WARD 5</u>
<u>ABSENT</u> Name and Title	<u>ALDERMAN WARD 2</u>	<u>[Signature]</u> Name and Title	<u>ALDERMAN WARD 6</u>
<u>VACANT</u> Name and Title	<u>ALDERMAN WARD 4</u>		

CERTIFICATION

I, RUSSELL L WALL, duly appointed CITY CLERK
Title

of THE CITY OF CLINTON, MISSISSIPPI, do hereby certify that the above is a true and

correct copy of a resolution passed and approved by the MAYOR AND BOARD OF ALDERMEN
Governing Body

of THE CITY OF CLINTON, MISSISSIPPI on the 15th day of JANUARY, 2008.

January 16, 2009
DATE

[Signature]
SIGNATURE

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 1.15.08 AGENDA ITEM NO. 12

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

JAN 15 2008

ACCOUNT NO.:

CITY OF CLINTON

DISCUSSION/ACTION: NORTH HINDS WATER ASSN. AGREEMENT

INTRODUCED BY: CITY ATTY / CITY ENGINEER
601.924.1966

acquire part of certificate

BOARD ACTION:

MOTION MADE BY: Brabham

North Williams Rd

SECONDED BY: Bishop

To Mr. Henry's property

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

✓ —

Hisaw

✓ —

Greer

A —

Bishop

✓ —

~~Fisher~~

— —

Morgan

✓ —

Barnett

✓ —

Mayor Aultman

— —

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

AGREEMENT

For and in consideration of Ten Dollars (\$10.00), cash in hand paid by each party to the other, and the mutual covenants contained herein.

The undersigned City of Clinton ("Clinton") and North Hinds Water Association, Inc. ("NHWA"), agree to the terms and conditions set out herein, to-wit:

1. This agreement concerns a public water system for land in the City of Clinton, owned by Windsor Plantation, LLC, Mt. Hood Church, Pinehaven Presbyterian Church, Lowell Stevens and Jeff Brantley, and more fully described in Exhibit "A", attached hereto and made a part hereof.
2. North Hinds Water Association, Inc., owns an exclusive certificate of public convenience and necessity awarded by the Mississippi Public Service Commission for the exclusive right to furnish water to all consumers in a portion of Hinds County. The real property described in Exhibit "A" is part of the area included in the certificated area of NHWA. However, in consideration of the terms and conditions as shown in this agreement, NHWA agrees to transfer, assign, or release its exclusive franchise so that the City of Clinton will become the exclusive provider of water and other utilities in the area described in Exhibit "A".
3. Clinton will pay the sum of \$25,000 one year after the approval of the transfer by the Mississippi Public Service Commission and the Rural Development Authority, said time beginning upon the last approval of the agencies listed.
4. In addition to the cash payable, Clinton will pay NHWA a fee of \$2.00 per residential water meter per month. Such payments will begin on all new water

meters installed beginning February 1, 2009. The requirement of payment of such fee shall terminate as of January 31, 2034. Clinton will pay the appropriate amount annually on or before February 1st of each year.

5. Clinton and NHTWA agree to fully cooperate with each other to secure the necessary approvals from the Mississippi Public Service Commission and the Rural Development Authority. Clinton will be responsible for the Mississippi Public Service Commission approval and NHTWA will be responsible for the Rural Development Authority approval. Each party will be responsible for its own fees, expenses and related costs to secure this approval.

This agreement becomes effective February 1, 2008.

North Hinds Water Association, Inc.

By: _____
Peter Russell, President

City of Clinton

By: Rosemary G. Autlman
Rosemary Autlman, Mayor

ATTEST:

Russell Wall
Russell Wall, City Clerk



STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2008, within my jurisdiction, the within named Peter Russell, who acknowledged that he is President of North Hinds Water Association, Inc. and that he executed and delivered the above and foregoing instrument on behalf of North Hinds Water Association, Inc., having been duly authorized to do so.

NOTARY PUBLIC

My Commission Expires:

* * * * *

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16 day of January, 2008, within my jurisdiction, the within named Rosemary Aultman, who acknowledged that she is Mayor of the CITY OF CLINTON, a Mississippi Municipal Corporation, and that for and on behalf of the CITY OF CLINTON, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by CITY OF CLINTON so to do.



NOTARY PUBLIC

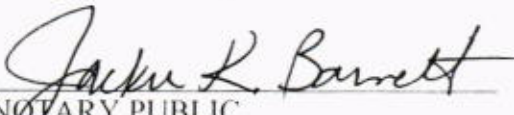
My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 26, 2010
BONDET HPU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16 day of January, 2008, within my jurisdiction, the within named Russell Wall, who acknowledged that he is City Clerk of the CITY OF CLINTON, a Mississippi Municipal Corporation, and that for and on behalf of the CITY OF CLINTON, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by CITY OF CLINTON so to do.


NOTARY PUBLIC

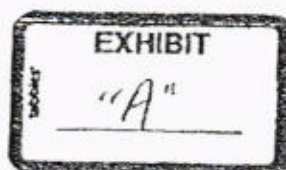
My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 26, 2010
BONDET HPU STEGALL NOTARY SERVICE

NORTH HINDS WATER ASSOCIATION, INC.

Area to be released to City of Clinton

Commence at the Southwest corner of the Northwest $\frac{1}{4}$ of Section 3, Township 6 North, Range 1 West, Hinds County, Mississippi, and run thence North $0^{\circ}58'55''$ East for a distance of 450.05' to a Point of Beginning; thence North $46^{\circ}26'57''$ West for a distance of 721.16'; thence North $58^{\circ}17'57''$ West for a distance of 407.10'; thence North $46^{\circ}54'17''$ East for a distance of 693.38'; thence North $46^{\circ}17'53''$ West for a distance of 670' more or less to the West Right of Way line of Pinehaven Road; thence run southerly along the West Right of Way line of Pinehaven Road to the south line of the North $\frac{1}{4}$ of Section 8, Township 6 North, Range 1 West, Hinds County, Mississippi; thence continue southerly along the West Right of Way line of Pinehaven Road a distance of 660' more or less to the South line of the Lowell F. Stephens property; thence West to the West line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 6 North, Range 1 West, Hinds County, Mississippi; thence North along the West line of said Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8 to the Northwest corner of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 8, Township 6 North, Range 1 West, Hinds County, Mississippi; thence run West to the Southwest corner of the Northwest $\frac{1}{4}$ of Section 8, Township 6 North, Range 1 West, Hinds County, Mississippi; thence run North $0^{\circ}0'52''$ East for a distance of 1319.27'; thence run South $89^{\circ}55'35''$ East for a distance of 2664.95'; thence run North $0^{\circ}0'18''$ East for a distance of 3439.02'; thence run South $89^{\circ}43'12''$ East for a distance of 3622' more or less to the East Right of Way line of Pinehaven Road; thence run southerly along the East Right of Way line of Pinehaven Road 1950' more or less to the North corner of the property described in the Warranty Deed in Book 4256 Page 124 in the Hinds County Courthouse; thence run South $46^{\circ}17'53''$ East for a distance of 400' more or less to the North line of Section 9, Township 6 North, Range 1 West, Hinds County, Mississippi; thence run West 500' more or less to the Northwest corner of Section 9, Township 6 North, Range 1 West, Hinds County, Mississippi; thence run South to the Point of Beginning.



**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JANUARY 15, 2008 - 7:00 P.M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 Tony Hisaw – Alderman Ward 1
 Mike Bishop – Alderman Ward 3
 Mike Morgan – Alderman Ward 5
 William Barnett – Alderman Ward 6

Vacant: Alderman Ward 4

Absent: Tony Greer – Alderman Ward 2

APPROVAL OF AGENDA ITEMS A-N

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

UNKEMPT PROPERTY LOCATED AT 110 W LEAKE STREET AND 112 W LEAKE STREET

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Morgan and **SECONDED** by Alderman Bishop the board approved a resolution determining the necessity for the cleaning of private property located at 110 W Leake Street and 112 W Leake 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 directed the City Attorney to research the ownership of the property to determine the legal owner. A public hearing was held and Hugh McLaurin informed the board that the property was held under an irrevocable trust and he had no control over the trust. Mr. McLaurin did say he would contact the trustee and see if something could be done to get the property cleaned up. No public comment was heard. A copy of the resolution is made a part of these minutes. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN ORDER DECLARING THE WARD 4 ALDERMAN OFFICE VACANT AND SETTING FEBRUARY 26, 2008 AS THE DATE OF A SPECIAL ELECTION TO FILL THE OFFICE OF WARD 4 ALDERMAN IN ACCORDANCE WITH SECTION 23-15-857 OF THE MISSISSIPPI CODE OF 1972 ANNOTATED

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw the board approved an order declaring the Ward 4 alderman office vacant and setting February 26, 2008 as the date of a special election to fill the office of Ward 4 alderman in accordance with Section 23-15-857 of the Mississippi Code of 1972 annotated. A copy of the order is made a part of these minutes. **MOTION CARRIED UNANIMOUSLY**

COPYRIGHT LICENSING AGREEMENT FOR THE CITY THROUGH THE AMERICAN SOCIETY OF COMPOSERS AUTHORS AND PUBLISHERS AND A COPYRIGHT AGREEMENT THROUGH BROADCAST MUSIC, INC

Upon presentation by Ray Holloway, Director of Parks and Recreation, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved a copyright licensing agreement for the City through the American Society of Composers Authors and Publishers and a copyright agreement through Broadcast Music, Inc.. **MOTION CARRIED UNANIMOUSLY**

NEW CONTRACT WITH WASTE MANAGEMENT TO INCREASE PICKING UP THE DUMPSTERS AT SPRINGRIDGE MOBILE HOME ESTATES FROM FOUR DAYS TO SIX DAYS

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Brabham the board approved a new contract with Waste Management to increase picking up the dumpsters at Springridge Mobile Home Estates from four days to six days. **MOTION CARRIED UNANIMOUSLY**

DESIGNATION OF MIKE PARKER, DIRECTOR OF PUBLIC WORKS, AS THE APPLICANT AGENT FOR MEMA DISASTER ASSISTANCE

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved the designation of Mike Parker, Director of Public Works, as the applicant agent for MEMA Disaster Assistance. **MOTION CARRIED UNIAMOUSLY**

NORTH HINDS WATER ASSOCIATION AGREEMENT

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Bishop the board approved the North Hinds Water Association agreement with the City to acquire part of the North Hinds Water Association's water certificate to provide water to the annexed area of the city. **MOTION CARRIED UNIAMOUSLY**

ADJOURN 7: 32 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Hisaw to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on February 5, 2008 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED: _____

Rosemary G. Anttman
Rosemary G. Anttman, Mayor

January 16, 2008
Date

ATTEST: _____

Russell L. Wall
Russell L. Wall, City Clerk

January 16, 2008
Date

