

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JUNE 17, 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
 Tony Greer – Alderman Ward 2
 Mike Bishop – Alderman Ward 3
 Kathy Peace – Alderwoman Ward 4
 Mike Morgan – Alderman Ward 5
 William Barnett – Alderman Ward 6

APPROVAL OF CONSENT AGENDA ITEMS A-N

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

**RE-APPOINTMENT OF JOSEPH LARRY TO THE PARKS AND RECREATION
ADVISORY BOARD**

Upon presentation by Bill Barnett, Alderman Ward 6, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Morgan the board approved the re-appointment of Joseph Larry to the Parks and Recreation Advisory Board. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN INTENT AGREEMENT TO ESTABLISH INTEROPERABLE, SURVIVABLE, EMERGENCY COMMUNICATIONS

Upon presentation by Rosemary Aultman, Mayor, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Peace the board approved an intent Agreement to Establish Interoperable Survivable, Emergency Communications. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF A RAILROAD GRADE CROSSING CLOSING AGREEMENT AT OLD NORRELL ROAD

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Barnett the board approved a railroad grade crossing closing agreement at Old Norrell road. A copy of the agreement is on file with the City Clerk. **MOTION CARRIED 6 TO 1 WITH ALDERMAN HISAW VOTING "NO"**

ADJOURN 7: 24 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Bishop to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held on July 1, 2008 at 7:00 pm. **MOTION CARRIED UNANIMOUSLY**

APPROVED:

Rosemary G. Aultman
Rosemary G. Aultman, Mayor

June 18, 2008
Date

ATTEST:

Russell L. Wall
Russell L. Wall, City Clerk

June 18, 2008
Date



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 17, 2008

AGENDA ITEM NO. 7

CONSENT AGENDA:

TO:

FOR:

BOARD APPROVED

JUN 17 2008

ACCT. NO.

CITY OF CLINTON

DISCUSSION/ACTION: Joseph Larry re- appointment to the P & R Advisory Board

INTRODUCED BY: Bill Barnett, Alderman, Ward 6

TELEPHONE:

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Barnett

SECONDED BY: Morgan

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Peace
Morgan
Barnett

✓
✓
✓
✓
✓
✓
✓

Mayor Aultman

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

CITY OF CLINTON AGENDA ITEM FACT SHEET1

BOARD MEETING DATE: June 17, 2008

AGENDA ITEM NO.:

8

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

JUN 17 2008

ACCOUNT NO.:

INTRODUCED BY:

CITY OF CLINTON


Chief J. Barry Burnside

DISCUSSION/ACTION –Interest of intent to potentially apply for grant funds from the State Wireless Commission & the Mississippi Office of Homeland Security.

INTRODUCED BY – Chief Barry Burnside *Rosemary Aultman, Mayor*

BOARD ACTION:

MOTION MADE BY: *Brabham*

SECONDED BY: *Peace*

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham

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Hisaw

☒

☐

Greer

☒

☐

Bishop

☒

☐

Peace

☒

☐

Morgan

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☐

Barnett

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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 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.



Southwest One Regional Response Team

MISSISSIPPI HOMELAND SECURITY

MEMORANDUM

BOARD APPROVED

JUN 17 2008

CITY OF CLINTON

TO: HOMELAND SECURITY COORDINATORS
FROM: LESLEY CALLENDER
SUBJECT: INTENT TO APPLY FOR GRANT FUNDS
DATE: JUNE 10, 2008

As you may be aware, the state is in the process of receiving \$10 million in grant funds from the Public Safety Interoperable Communications (PSIC) Fund. These funds will be administered by the State Wireless Commission and the Mississippi Office of Homeland Security to establish interoperability throughout the state. The State Wireless Commission (WCC) is developing a plan that identifies weaknesses throughout the state in interoperability. Once the plan is approved the PSIC funds will be used to strengthen the weaknesses that are identified in the WCC Plan.

However, in order for the state to receive the PSIC funds they have to show that locals intend to apply for the PSIC funds once they are made available. Enclosed is an intent agreement that has been developed by Mississippi's Office of Homeland Security (MOHS). According to MOHS, this is not a bidding agreement simply an interest of intent by your jurisdiction to potentially apply for grant funds. MOHS is asking jurisdictions to sign this document to express your interest in this grant. It can be signed by an elected official or the chief communications director for your jurisdiction. All signed intent agreements must be returned to my office by June 19, 2008. Completed forms can be mailed to Post Office Box 4935 Jackson, MS 39296-4935 or faxed to 601.981.1515.

If you need more information regarding this letter of intent please contact me in the office at 601.981.1511.

LOCAL RESPONDERS FROM

Claiborne, Copiah, Hinds, Issaquena, Madison, Rankin, Sharkey, Simpson, Warren, and Yazoo Counties

**AGREEMENT TO ESTABLISH
INTEROPERABLE, SURVIVABLE, EMERGENCY COMMUNICATIONS**

WHEREAS, National Telecommunications and Information Administration (NTIA) through the National Office of Homeland Security is charged with administrating Public Safety Interoperable Communications (PSIC) Funds, and

WHEREAS, the Mississippi Office of Homeland Security in cooperation with the Mississippi Wireless Communication Commission (WCC) has developed the Mississippi Statewide Communication Interoperability Plan required and subsequently approved by the Homeland Security PSIC Program, and

WHEREAS, the MWCC, by Legislative Mandate, is administering wireless communications within the State of Mississippi and is currently overseeing the construction and deployment of the Mississippi Wireless Information Network (MSWIN), a statewide voice and data network for the use of all public agencies, both state and local, and

WHEREAS, the PSIC plan as approved mandates the use of these funds to establish interoperable communications between MSWIN and local agencies, and

WHEREAS, the below named local agency has requested PSIC funds to facilitate interoperability with MSWIN.

THEREFORE, it is to our mutual benefit and it is our mutual understanding that the Mississippi Office of Homeland Security and the WCC will work and cooperate with the below named agency to create interoperable communications between this agency and MSWIN.

It is the intent of the WCC and the Mississippi Office of Homeland Security, to use its available resources (design, engineering, and purchasing) to cooperate with the local agency to establish operable and/or interoperable communications.

When a mutually agreed interoperable communications plan has been completed and approved, the Mississippi Office of Homeland Security will fund the costs of that plan, for benefit of this local agency from the PSIC funds. This funding will require a twenty percent (20%) match by the local agency.

DATED this the 17th day of JUNE, 2008.

City of Clinton, Mississippi
AGENCY

Rosemary G. Aultman
ROSEMARY G. AULTMAN, MAYOR

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

MISSISSIPPI OFFICE OF HOMELAND
SECURITY



CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 17, 2008

AGENDA ITEM NO. _____

9

CONSENT AGENDA:

TO:

BOARD APPROVED

FOR:

JUN 17 2008

ACCT. NO.

CITY OF CLINTON

DISCUSSION/ACTION: Railroad Grade Crossing Closure Agreement - Old Norrell Road

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:

Brabham

SECONDED BY:

Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Peace
Morgan
Barnett

✓

✓
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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 PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

RAILROAD GRADE CROSSING CLOSURE AGREEMENT

This Agreement is made and entered into by and between the MISSISSIPPI TRANSPORTATION COMMISSION ("COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT"), and the City of Clinton ("CITY"), effective as of the date of latest execution shown below, and shall remain in effect until terminated by one of the parties as provided below:

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY desires to achieve a reduction in the number of public roadway/railroad grade crossings inside the CITY limits, and specifically the closure of the Old Norrell Road grade crossing - DOT# 302 335A ("CROSSING"); and

WHEREAS, the COMMISSION is authorized to enter into such agreements by authority granted in Section 57-43-13, Mississippi Code, Annotated, as amended, and is desirous of so doing; and

NOW, THEREFORE, for and in consideration of the stated premises and the mutual covenants and agreements of the parties as herein contained and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

THE COMMISSION SHALL:

1. Grant \$25,000.00 to the CITY for the official closure of the Old Norrell Road grade crossing. This grant will be made upon completion of said official closure and removal of the CROSSING.

THE CITY SHALL:

1. Officially close and remove the Old Norrell Road grade crossing.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights not specifically conveyed herein are retained by the COMMISSION.
2. That the COMMISSION reserves the right to make the necessary improvements or modifications within the designated limits of this Agreement at any time it deems necessary to upgrade this facility to meet transportation demands, without payment or other compensation for removal or destruction of the shrubbery or other improvements made by the CITY under this Agreement.
3. That the COMMISSION executes its order and directives through the Mississippi Department of Transportation. All notices and correspondence with the COMMISSION shall be directed to the designated agent shown below. Similarly the CITY executes all of its orders directives through the office of the Mayor. All notices and correspondence with the CITY shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect. Oral agreements cannot serve to modify this Agreement.

The designated agents for the parties are:

COMMISSION:

CITY:

Mr. Robert A. Burt
Director
Freight, Rails, Ports and Waterways Div.
Mississippi Department of Transportation
Post Office Box 1850
Jackson, MS 39215-1850
Telephone: 359-7910
Facsimile: 359-9775

4. That this Agreement may be canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation, except when in the opinion of the COMMISSION an unsafe condition exists, in which situation this Agreement may be terminated immediately without prior notice.

5. That the CITY agrees to assume all responsibility for the safety of its employees, agents, and subcontractors working in said area, and further the CITY agrees to hold and save the COMMISSION, its officers, agents, employees, and/or subcontractors harmless from any and all claims, losses, damages, costs, charges, judgments, or expenses of any kind arising out of injury or damages to persons or property from work performed under this Agreement.
6. That this Agreement constitutes the entire agreement and understanding between the COMMISSION and the CITY and supercedes all other offers, negotiations, and agreements. Modifications to this Agreement, and amendments or addenda thereto, must be agreed upon in writing by both parties and executed by both parties prior to any work being commenced thereunder.
7. That neither party shall convey or assign its rights under this Agreement without the prior written consent and approval of the other party.
8. This Agreement shall be construed in accordance with the laws of the State of Mississippi. If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement after being duly authorized to do so.

Authorized by the COMMISSION on this the _____ day of _____, 2008, Minute Book _____, Page _____ and executed this the _____ day of _____, 2008.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORATION

LARRY L. BROWN
EXECUTIVE DIRECTOR

Authorized by the Board of Alderman of the City of Clinton, Mississippi, on the 17th day of JUNE, 2008, per Order found in Minute Book —, Page — and executed by ROSEMARY G. AULTMAN, the Mayor acting by and on behalf of the City of CLINTON, Mississippi, this the 17th day of JUNE, 2008.

CITY OF CLINTON

BY: Rosemary G. Aultman
MAYOR

ATTEST:

Russell Wall
City Clerk



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NOW, THEREFORE, for and in consideration of the stated premises and the mutual covenants and agreements of the parties as herein contained and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

THE COMMISSION SHALL:

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IN WITNESS WHEREOF, the parties have executed this Agreement after being duly authorized to do so.

Authorized by the COMMISSION on this the _____ day of _____, 2008, Minute Book _____, Page _____ and executed this the _____ day of _____, 2008.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

LARRY L. BROWN
EXECUTIVE DIRECTOR

Authorized by the Board of Alderman of the City of Clinton, Mississippi, on the 17th day of JUNE, 2008, per Order found in Minute Book —, Page — and executed by ROSEMARY G. AVITMAN, the Mayor acting by and on behalf of the City of CLINTON, Mississippi, this the 17th day of JUNE, 2008.

CITY OF CLINTON

BY:

Rosemary G. Avitman
MAYOR

ATTEST:

Russell Wall
City Clerk

