CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JUNE 19, 2007 – 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 Brabham followed by the Pledge of Allegiance to the Flag led by Alderman Hisaw.

ROLL CALL – City Clerk, Russell Wall

Present:	Jehu Brabham – Alderman-at-Large
	Tony Hisaw – Alderman Ward 1
	Mike Bishop – Alderman Ward 3
	Phil Fisher – Alderman Ward 4
	Mike Morgan – Alderman Ward 5
	William Barnett – Alderman Ward 6
Absent:	Tony Greer – Alderman Ward 2

APPROVAL OF AGENDA ITEMS A-K

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

ACCEPTANCE OF FINAL PLAT APPROVAL OF CROSS PARK SUBDIVISION

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Fisher to approve the final plat of Cross Park Subdivision. A copy of the final plat is on file with the City Engineer. **MOTION CARRIED UNANIMOUSLY**

MAINTENANCE AGREEMENT FOR THE PUBLIC WORKS FACILITY

Upon presentation by Robert Ritchey, Assistant Director of Public Works, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to authorize Mayor Aultman to enter into a maintenance agreement for the public works facility with Metro-Ball Building Services in the amount of $2,200.00 per yearly contract period. A copy of the maintenance agreement is attached. **MOTON CARRIED UNANIMOUSLY**

FIVE-YEAR EXEMPTION FROM AD VALOREM TAXES FOR DELPHI AUTOMOTIVE SYSTEMS, LLC IN THE AMOUNT OF $2,504,351.00 FROM DECEMBER 30, 2006 TO DECEMBER 31, 2011

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve a resolution for a five-year exemption from ad valorem taxes for Delphi Automotive Systems, LLC in the amount of $2,504,351.00 from December 30, 2006 to December 31, 2011. A copy of the resolution is attached. **MOTION CARRIED UNANIMOUSLY**

FIVE-YEAR EXEMPTION FROM AD VALOREM TAXES FOR MCNEELY PLASTIC PRODUCTS, INC. IN THE AMOUNT OF $3,361,262.00 FROM JANUARY 1, 2007 TO DECEMBER 31, 2011

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve a resolution for a five-year exemption from ad valorem taxes for McNeely Plastic Products, Inc. in the amount of $3,361,262.00 from January 1, 2007 to December 31, 2011. A copy of the resolution is attached. **MOTION CARRIED UNANIMOUSLY**

AUTHORITY TO NEGOTIATE A FINAL CONTRACT WITH NORTH HINDS WATER ASSOCIATION

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Brabham to authorize the city attorney and the city engineer to negotiate the acquisition of a portion of the North Hinds Water Association's certificated area. The principal terms of the agreement among the City, North Hinds Water Association and Windsor Plantation would include payment by the City to North Hinds Water Association of $25,000.00 and thereafter $2.00 per customer per month for a period to end 25 years from the agreement; Windsor Plantation will dismiss its civil action against North Hinds Water Association; Windsor Plantation will receive water and sewer service on all but 6 lots from the City; and the City will extend its 16" water line to the intersection of Pinehaven Road and Williamson Road. The final agreement will be presented to the Mayor and Board of Aldermen for approval. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:20 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Hisaw to adjourn. **MOTION CARRIED UNANIMOUSLY**

APPROVED: Rosemary G. Aultman — June 22, 2007
Rosemary Aultman, Mayor — Date

ATTEST: Russell L Wall — June 22, 2007
Russell L. Wall, City Clerk — Date

CITY OF CLINTON MISSISSIPPI OFFICIAL SEAL

BOARD APPROVED

JUN 1 9 2007

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 19, 2007 AGENDA ITEM NO. 7.

CONSENT AGENDA: $ TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Acceptance of Final Plat approval of Cross Park Subdivision

INTRODUCED BY: Richard L. Broome, P.E.

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Fisher

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.

BOARD APPROVED

JUN 19 2007

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: June 19, 2007 AGENDA ITEM NO. 8.

Discussion/Action/Recommendation:

In the Amount of: $2,220.00 ACCT. NO. 400-650-636
001-215- 636

TO: Metro-Ball Building Services

FOR: Maintenance Agreement for the Public Works Facility

INTRODUCED BY: Robert Ritchey, Asst. Director of Public Works

EXHIBITS FOR REVIEW

Minutes	Invoice	Other :
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Fisher

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

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PROGRAMMED MAINTENANCE AGREEMENT

Prepared for:

Clinton Department of Public Works
527 Springridge Rd.
Clinton, MS 39060

Bi-Annual Inspections

Prepared by:

METRO-BALL
BUILDING SERVICES

June 4, 2007

- PROPRIETARY -

Mon,4 Jun 2007 10:07:56

BOARD APPROVED

JUN 1 9 2007

CITY OF CLINTON

November 28, 2006

Aubrey Wells, Jr.
Clinton Department of Public Works
P.O. Box 156
Clinton, MS 39060

Dear Aubrey:

Metro-Ball Building Services would like to thank you for this opportunity to submit a preventive maintenance agreement for your new facility. Metro-Ball Building Services' foremost objective is to provide prompt and efficient service to all its customers. Unfortunately, there are times during peak service seasons when all requests cannot be met immediately. Under such circumstances, contract customers will be given priority service of 4 hours or less from the time of your call. It is also our objective to eliminate inconvenient costly down-time by providing you with this preventive maintenance service.

Metro-Ball Building Services recognizes the need for its customers to stabilize their HVAC costs; to this end we offer comprehensive maintenance agreements. Under this type of agreement Metro-Ball Building Services assumes responsibility for maintenance and repairs at a set monthly fee. This agreement is tailored for the specific needs of your facility. I will provide a proposal detailing this program for your review.

Please find enclosed the preventive maintenance agreement. If this meets with your approval please sign, date and return. We look forward to doing business with you.

Sincerely,

Julie McNeely
Representative

Enclosure

Mon,4 Jun 2007 10:07:56

1. Parties

This contract is made and entered into by and between Metro-Ball Building Services and Clinton Department of Public Works.

2. Services

Under this agreement Metro-Ball Building Services agrees to perform the following services in accordance with safe and acceptable maintenance practices.

2.1. Perform 2 inspections on all equipment covered
2.2. Replace belts (if applicable) as needed
2.3. Clean condenser coils as needed
2.4. Lubricate moving parts
2.5. Perform all actions and record all information contained on enclosed maintenance checklists, "Section B", attached hereto and incorporated herein.
2.6. Supply owner / representative with a copy of completed checklists, services performed as well as written and/or verbal reports of any deficiencies noted.
2.7. Instruct operators as to the most efficient means of operation, discuss any problems they may be experiencing and make any minor adjustments as may be required.
2.8. Be available on a (24) twenty-four hour basis for emergency calls.
2.9. Provide priority service of 4 hours or less from the time of your call for any dire emergency.

3. Equipment Covered

3.1. One (1) each – ERV Unit
3.2. Ten (10) each – Radiant Panel Ceiling Heaters
3.3. Eleven (11) each – Exhaust Fans
3.4. Two (2) each – 3 ton Lennox Split Systems
3.5. One (1) each – 4 ton Lennox Split Systems
3.6. Fourteen (14) each – Hanging Radiant Gas Heaters
3.7. One (1) each – Air Compressor
3.8. One (1) each – Air Dryer

4. Period of Performance

4.1. This contract shall become effective on the first day of the month following acceptance (section 10) and run for a period of one year at which time it shall automatically renew until terminated by either party.

5. Terms and Conditions

5.1. Inspections are to be performed during the hours of 8:00am and 5:00pm Monday thru Friday.

5.2. This contract includes only the materials and labor necessary to perform the maintenance outlined within this document. Refrigerant, repairing of leaks, or any other noted deficiencies are considered repair services. The billing of additional parts and services are subject to the current costs incurred or related at the time of performing the service.

5.3. Metro-Ball Building Services shall not be responsible for the routine operation of the equipment nor the injuries to persons or damages to property or losses incurred by failure of the equipment to operate properly except those directly due to negligent acts of its employees, and in no event shall be liable for consequential or speculative damages.

5.4. Metro-Ball Building Services does not in any way assume responsibility for system design.

5.5. If others make any unauthorized alterations, additions, adjustments or repairs to any system covered by this agreement, Metro-Ball Building Services shall have the right to terminate its obligations hereunder after reasonable notice.

5.6. Metro-Ball Building Services shall not be held responsible for complementary equipment, such as decorative cabinets, fixtures, boxes, water supply and steam lines beyond the equipment valves nor complementary acts such as cleaning of ducts and grilles, moving or relocating equipment and cutting and patching buildings.

5.7. Metro-Ball Building Services shall not be liable for any loss or damage due to delay in furnishing labor or materials caused by reasons beyond its control.

5.8. This contract is subject to acceptance within (60) sixty days from submittal.

5.9. Terms stated are subject to change with (30) thirty days written notice.

6. Termination of Contract

6.1. This contract shall become effective on the date of signing and shall automatically renew on such date until notified in writing by either party involved herein. Upon such termination Metro-Ball Building Services reserves entitlement to receive equitable compensation for work completed prior to date of termination.

7. Modification or Amendment

7.1. Modifications, changes, or amendments to this contract may be made upon mutual agreement between both parties. Such modifications shall be made in writing and signed by duly appointed representatives of both parties.

8. Correspondence

8.1. Please send any correspondence made in writing to the following address:

Metro-Ball Building Services
P.O. Box 246
Bolton, MS 39041

BOARD APPROVED

JUN 19 2007

CITY OF CLINTON

9. Consideration and Method of Payment

9.1. As consideration for the performance of this Contract, Metro-Ball Building Services shall be paid a fee of $2,220.00 per yearly contract period plus tax. Payment may be made as equal monthly installments or equal quarterly payments invoiced at the completion of each respective inspection.

9.2. In addition to the compensation described in the paragraph above, repair services provided during the hours of 8:00am and 5:00pm Monday thru Friday shall be invoiced at our current labor rates at the time of service. Between 5:01 p.m. and 7:59 a.m. Monday thru Friday, including Saturdays, the rate will be time and one half. Sundays and Holidays, the rate will be double time.

9.3. Clinton Department of Public Works will receive a 5.0% discount on invoices pertaining to all emergency and all non-emergency repair services during the length of time this contract is active.

10. Acceptance

This agreement has been entered into and executed by the parties expressed herein in duplicate original this 19th Day of June, 2007.

CHOOSE BILLING FREQUENCY:

☐ **MONTHLY** **$ 185.00 plus tax**

☐ **QUARTERLY** **$ 870.00 plus tax**

☐ **BI-ANNUALLY** **$ 1,110.00 plus tax**

Submitted By: ____________________________
Julie McNeely
Representative

Accepted By: Rosemary G. Auetman Title: Mayor
~~Clinton Public Works~~

Mon,4 Jun 2007 10:07:56

BOARD APPROVED

JUN 19 2007

CITY OF CLINTON

Section B

Tasking Schedules and Inspection Forms

BOARD APPROVED

JUN 19 2007

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: JUNE 19, 2007 AGENDA ITEM NO. 11.

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO: authority to negotiate a final contract that needs to be brought back to board for approval.

INTRODUCED BY:

DISCUSSION/ACTION: North Hinds Water Association Agreement

INTRODUCED BY: Ken Dreher, City Attorney

BOARD ACTION: MOTION MADE BY: Bishop

SECONDED BY: Brabham

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

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