

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, OCTOBER 5, 2004 – 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 Greer followed by the Pledge of Allegiance to the Flag led by Alderman Brantley.

ROLL CALL – City Clerk, Wayne Derrick

Present: Jehu Brabham - Alderman-At-Large
 Tony Hisaw - Alderman Ward 1
 Tony Greer - Alderman Ward 2
 Clint Brantley - Alderman Ward 3
 Phil Fisher – Alderman Ward 4
 Herb Touchton – Alderman Ward 5
 Sharbert Lott – Alderman Ward 6
 Ken Dreher - City Attorney

RECOGNITION

Maids and Matrons Association provided refreshments for the Mayor and Board of Aldermen.

APPROVAL OF AGENDA ITEMS A-DD

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

PRELIMINARY SITE PLAN FOR STARBUCKS COFFEE COMPANY TO BE LOCATED AT 492 SPRINGRIDGE ROAD

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Greer to approve the preliminary site plan for Starbucks Coffee Company to be located at 492 Springridge Road. The Planning and Zoning Commission recommended approval. A copy of the site plan is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN FOR CLINTON FAMILY DENTISTRY TO BE LOCATED AT 457 HIGHWAY 80

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve the preliminary site plan for Clinton Family Dentistry to be located at 457 Highway 80. The Planning and Zoning Commission recommended approval. A copy of the site plan is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN FOR MORRISON HEIGHTS BAPTIST CHURCH TO BE LOCATED AT HAMPSTEAD BLVD.

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Lott to approve the preliminary site plan for Morrison Heights Baptist Church to be located at Hampstead Blvd. Subject to review of portable classroom buildings being removed at the end of a 2-year period. The Planning and Zoning Commission recommended approval. A copy of site plan is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

EXTERIOR RENOVATIONS TO CITY OF CLINTON OFFICES LOCATED AT 202 WEST LEAKE STREET

Upon presentation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brantley to approve the exterior renovations to City of Clinton Offices located at 202 West Leake Street. The Historical Preservation Committee and the Planning and Zoning Commission recommended approval. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR YEAR ENDING SEPTEMBER 30, 2004

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Greer to approve the acceptance of the Municipal Compliance Questionnaire for Year Ending September 30, 2004. A copy of the Questionnaire is attached. **MOTION CARRIED UNANIMOUSLY**

RESOLUTION TO APPROVE ONE ADDITIONAL PAYMENT (13TH CHECK) TO RETIREES OF THE CITY OF CLINTON FIRE AND POLICE DISABILITY RELIEF FUND FOR 2004

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Touchton to approve a Resolution for one additional payment (13th check) to retirees of the City of Clinton Fire and Police Disability Relief Fund for 2004. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

PROFESSIONAL SERVICES AGREEMENT WITH WILLIFORD, GEARHART AND KNIGHT, INC. FOR SURVEY, DESIGN AND CONSTRUCTION REVIEW OF ARROW DRIVE SANITARY SEWER FORCE MAIN EXTENSION

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to authorize Mayor Aultman to enter into a Professional Services agreement with Williford, Gearhart and Knight, Inc. for survey, design and construction review of Arrow Drive Sanitary Sewer Force Main Extension and a lump sum payment of \$34,300. A copy of the agreement is attached. Alderman Hisaw did not vote on this item. **MOTION CARRIED UNANIMOUSLY**

7 NEW SIRENS FOR THE NEW ANNEXED AREA

Upon presentation by Darrel McQuirter, Fire Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve the purchase of 7 new sirens for the new annexed area to be purchased from Federal Signal Corporation as sole source provider. **MOTION CARRIED UNANIMOUSLY**

REDISTRICTING /WARD LINES REVISIONS

Mike Slaughter and Tim Youngblood of the consulting firm of Bridge & Slaughter were present to discuss the proposed ward lines. Mr. Slaughter reviewed with the Mayor and Board of Aldermen a citizens' proposal to revise the proposed Alternate 2 Redistricting Plan. Mr. Slaughter explained that the citizens' proposal failed to meet the Federal guidelines of "one man, one vote" and therefore recommended that the Mayor and Board of Aldermen consider the adoption of the Alternate 2 Redistricting Plan. After a discussion of the matter and questions by Reverend Harper, Alderman Brabham made a **MOTION** for the adoption of the Alternate 2 Redistricting Plan and **SECONDED** by Alderman Fisher. The legal descriptions of the new ward lines are attached. **MOTION CARRIED UNANIMOUSLY**

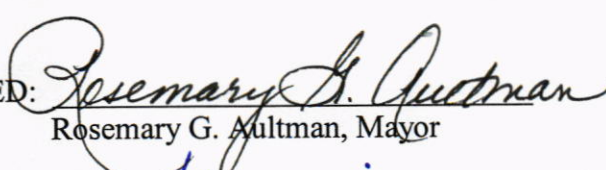
SETTING OF A PUBLIC HEARING FOR CHANGING ZONING REGULATIONS FOR OLDE TOWNE

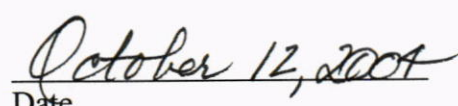
Upon recommended by Ken Dreher, City Attorney, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Touchton to approve the setting of a Public Hearing on October 26, 2004 at 7:00 p.m. for amendment to Zoning Regulations for Olde Towne by adding Section 1407. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 8:00 P.M.

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

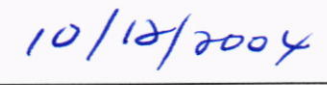
APPROVED:


Rosemary G. Aultman, Mayor


Date

ATTEST:


Wayne Derrick, City Clerk


Date



BOARD APPROVED

OCT 05 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: October 5, 2004

AGENDA ITEM NO. 7.a

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Preliminary Site Plan
492 Springridge Road
Starbucks Coffee Co.

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Touchton

SECONDED BY: Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET OCT 05 2004

BOARD MEETING DATE: October 5, 2004

AGENDA ITEM NO. 7. b

CITY OF CLINTON

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Preliminary Site Plan
457 Highway 80
Clinton Family Dentistry (Dr. John Goolsby)

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Touchton

SECONDED BY: Lott

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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OCT 05 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET**CITY OF CLINTON**

BOARD MEETING DATE: October 5, 2004

AGENDA ITEM NO. 7. C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Preliminary Site Plan
Hampstead Blvd.
Morrison Heights Baptist Church

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:MOTION MADE BY: BrabhamSECONDED BY: LottVOTE CAST:"AYE""NAY"ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

Mayor Aultman

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*Subject to review
of portable bldgs
classroom bldgs
been removed
at the end of
2 year
period for
extension.*

BOARD APPROVED

OCT 05 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: October 5, 2004

AGENDA ITEM NO. 7, d

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

Minutes	_____	Invoice	_____	Other	_____
Ordinance	_____	Plans, Maps	_____		_____
Resolution	_____	Contract	_____		_____

DISCUSSION/ACTION: Exterior Renovations for Planning and Zoning Building

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
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 SHEET

BOARD MEETING DATE: October 5, 2004

AGENDA ITEM NO. _____

CONSENT AGENDA:

TO:

FOR:

ACCT. NO:

DISCUSSION/ACTION: Exterior Renovations to 202 W. Leake St
Clinton Community Development

INTRODUCED BY : Gary Ward

TELEPHONE: 924-2239

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION: Historical Preservation Committee recommends approval.
Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

“AYE”

“NAY”

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET **OCT 05 2004**

BOARD MEETING DATE: October 5, 2004

AGENDA ITEM NO.

8

CITY OF CLINTON

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

Minutes _____	Invoice _____	Other _____
Ordinance _____	Plans, Maps _____	_____
Resolution _____	Contract _____	_____

DISCUSSION/ACTION: Acceptance of Municipal Compliance Questionnaire for Year Ending September 30, 2004

INTRODUCED BY: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY:

Brantley

SECONDED BY:

Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
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.

OCT 05 2004

CITY OF CLINTON

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2004

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Clinton, MS, and, to the best of our knowledge and belief, all responses are accurate.

W. Smith
(City Clerk's Signature)

10/07/2004
(Date)

Rosemary G. Quetman
(Mayor's Signature)

October 7, 2004
(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

OCT 05 2004

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__**CITY OF CLINTON**Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE**PART I - General**

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13)
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)
3. Are municipal records open to the public? (Section 25-61-5)
4. Are meetings of the board open to the public? (Section 25-41-5)
5. Are notices of special or recess meetings posted? (Section 25-41-13)
6. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5)
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)
 - Municipal clerk (Section 21-15-38)
 - Deputy clerk (Section 21-15-23)
 - Chief of police (Section 21-21-1)
 - Deputy police (Section 45-5-9) (if hired under this law)
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33)
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105)

Y

Y

Y

Y

Y

Y

Y

Y

Y

Y

Y

Y

OCT 05 2004

CITY OF CLINTON

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)

Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19)

Y**PART II - Cash and Related Records**

1. Where required, is a claims docket maintained? (Section 21-39-7)

Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)

Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)

Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)

Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13)

Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)

Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)

Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)

Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)

Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)

N/A

OCT 05 2004

CITY OF CLINTON

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

OCT 05 2004

CITY OF CLINTON**PART IV - Bonds and Other Debt**

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)

YYYYY**PART V - Taxes and Other Receipts**

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)

YYYYYYYY

OCT 05 2004

CITY OF CLINTON

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39)
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.)
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)

N/AYYY

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
City of Clinton
P.O. Box 156, Clinton, MS 39060
2. List the date and population of the latest official U.S. Census or most recent official census:
2003 - 23,000
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
see attached
4. Period of time covered by this questionnaire:
From: Oct. 2003 To: Sept. 2004
5. Expiration date of current elected officials' term: July, 2005

2004
23,000
968-6670
Voter Reg.

2001 - Present City of Clinton Mayor and Board of Aldermen

ROSEMARY AULTMAN
P. O. Box 156
Clinton, MS 39060
(Office) 924-5462
(Fax) 925-4605
E-Mail: mayor@clintonms.org

Mayor

Wayne Derrick
City Clerk
924-5462

JEHU BRABHAM
106 Longwood Drive
Clinton, MS 39056
(Home) 924-0418
(Office) 924-9912
E-Mail: jbrabham@integrity.com

Alderman-At-Large

Ken Dreher
City Attorney
924-1966

TONY HISAW
102 Autumn Way
Clinton, MS 39056
(Home) 924-9475
(Office) 968-0283
(Cellular) 953-6679
E-Mail: tonyh@sbcorp.com

Alderman, Ward 1

TONY GREER
310 Monterey Drive
Clinton, MS 39056
(Home) 924-4201
(Office) 924-0411
E-Mail: tony@greerrealstate.net

Alderman, Ward 2

CLINT BRANTLEY
1617 Tanglewood Drive
Clinton, MS 39056
(Home) 924-1897
(Pager) 461-5812
E-Mail: cabrantley@juno.com

Alderman, Ward 3

PHIL FISHER
1012 Post Road
Clinton, MS 39056
(Home) 924-4419
(Office) 1-800-436-4154 ext. 90661# (Voice Mail)
E-Mail: fisher.pr@pg.com

Alderman, Ward 4

573-5049-cell

HERB TOUCHTON
530 Belle Place
Clinton, MS 39056
(Home) 924-6797
SHARBERT LOTT
115 W. Lake Drive
Clinton, MS 39056
(Home) 924-0335
(Office) 961-1882
E-Mail: sklott@bellsouth.net

Alderman, Ward 5

573-6797-cell

Alderman, Ward 6

BOARD APPROVED

OCT 05 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: October 5, 2004

AGENDA ITEM NO. 9

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

Minutes	_____	Invoice	_____	Other	_____
Ordinance	_____	Plans, Maps	_____		_____
Resolution	_____	Contract	_____		_____

DISCUSSION/ACTION: Resolution to Approve One Additional Payment (13th Check) to Retirees of the City of Clinton Fire and Police Disability Relief Fund for 2004

INTRODUCED BY: Wayne Derrick, City Clerk

BOARD ACTION:

MOTION MADE BY:

Lott

SECONDED BY:

Touchton

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	<u> </u>	_____	_____
Hisaw	<u> </u>	_____	_____
Greer	<u> </u>	_____	_____
Brantley	<u> </u>	_____	_____
Fisher	<u> </u>	_____	_____
Touchton	<u> </u>	_____	_____
Lott	<u> </u>	_____	_____
Mayor Aultman	<u> </u>	_____	_____

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.

OCT 05 2004

**RESOLUTION TO APPROVE ONE ADDITIONAL PAYMENT (13TH CHECK)
TO RETIREES OF THE CITY OF CLINTON FIRE AND POLICE DISABILITY
RELIEF FUND FOR 2004**

CITY OF CLINTON

WHEREAS, on October 16, 1990, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to enact legislation to authorize the City of Clinton to establish the payment of one (1) additional payment per year from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to be paid directly to retired members of said Fund, or the beneficiaries thereof, who on December 1 of each year are receiving retirement allowance under Section 21-29-139 of the Mississippi Code of 1972. The amount shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not the exceed two and one-half percent (2 ½) of the annual retirement allowance, for each full fiscal year that the retired member or beneficiary has actually drawn retirement payments from the date of retirement or the passage of the Act, whichever is the later date; and

WHEREAS, the Mississippi Legislature approved such request in the form of House Bill 1542, approved by the Governor on April 9, 1991, authorizing the governing authorities of the City of Clinton to establish the payment of an additional payment each year to retired members of the Clinton Fire and Police Disability and Relief Fund based on the change in the consumer price index; to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, on March 4, 1997, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to set the maximum amount of additional benefit payment (COLA) to retirees of the Fire and Police Disability and Relief Fund at a maximum of ten percent (10%) of the recipients' annual retirement allowance.

WHEREAS, the Mississippi Legislature approved such request in the form of House Bill No. 1919, approved by the Governor on April 10, 1997, setting the maximum of additional benefit payment (COLA) to retirees of the Fire and Police Disability and Relief Fund at a maximum of ten percent (10%) of the recipient's annual retirement allowance to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, the governing authorities wish to establish the additional payments authorized in House Bill no. 1542, as limited by House Bill No. 1919 and request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payments.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, that the City hereby authorize the payment of one (1) additional payment from the monies accumulated in the Clinton Fire and Police Disability and Relief Fund to retired members of such disability and relief fund or beneficiaries thereof who on December 1, 2004, are receiving a retirement allowance under Section 21-29-139, Mississippi Code of 1972. The amount of such payment shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half (2 ½) of the annual retirement allowance for each full fiscal year after June 30, 1990, that the retired member or beneficiary has actually drawn retirement payments from the date of retirement and further limited to a maximum of ten percent (10%) of the annual retirement allowance for any year.

BE IT FURTHER RESOLVED that the governing authorities of the City of Clinton hereby request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the person authorized and entitled to receive the payment in accordance with House Bill No. 1542 and House Bill No. 1919 for the calendar year 2004.

Alderman Lott moved that the foregoing Resolution be adopted. Alderman Touchton seconded the motion. The vote was as follows:

Alderman Brabham yes

Alderman Hisaw yes

Alderman Greer yes

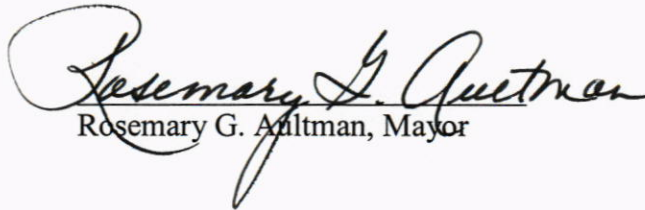
Alderman Brantley yes

Alderman Fisher yes

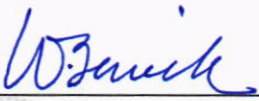
Alderman Touchton yes

Alderman Lott yes

Approved on the 5th day of October, 2004.


Rosemary G. Aultman, Mayor

ATTEST:


W. Wayne Derrick, City Clerk

Seal:



BOARD APPROVED

OCT 05 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

Board Meeting Date: Oct. 5, 2004

Agenda Item No. 10

Consent Agenda:	To:
For:	
*	
Account No.	

Discussion/Action: Contract with Williford, Gearhart & Knight for Professional Services and Survey, Design and Construction Review of Arrow Drive Sanitary Sewer Force Main Extension.

Introduced by: Richard Broome

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____

Ordinance: _____

Resolution: _____

Invoice: X

Plans, Maps: _____

Contract: _____

Other: X

Recommendation:

Board Action:

Motion made by: Touchton

Seconded by: Lott

Vote Cast:	"Aye":	"Nay":	Action Taken:
Brabham	<u>✓</u>		
Hisaw		<u>did not vote</u>	
Greer	<u>✓</u>		
Brantley	<u>✓</u>		
Fisher	<u>✓</u>		
Touchton	<u>✓</u>		
Lott	<u>✓</u>		
Mayor Aultman			

Agenda items must be turned in to the City Clerk with all attachments no later than 5 P.M. on the Wednesday preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

PROFESSIONAL SERVICES AGREEMENT
by and between
CITY OF CLINTON, MISSISSIPPI
and
WILLIFORD, GEARHART & KNIGHT, INC.
for

**SURVEY, DESIGN AND CONSTRUCTION REVIEW OF ARROW DRIVE SANITARY
SEWER FORCE MAIN EXTENSION**

BOARD APPROVED

OCT 05 2004

CITY OF CLINTON

This is an Agreement made this the 6th day of October, 2004, by and between the City of Clinton, Mississippi, 300 Jefferson Street, Clinton, Mississippi 39056 (Owner) and Williford, Gearhart & Knight, Inc., Engineers & Surveyors, Post Office Box 318, Clinton, Mississippi 39060 (Engineer).

The Owner hereby employs the Engineer to perform certain professional engineering services as defined herein, to serve as the Owner's professional representative on the services authorized herein and to provide professional engineering consultation as may be required. The Engineer agrees to provide the professional services authorized by the Owner, and the Owner agrees to compensate the Engineer for the professional services rendered.

The Owner and Engineer further agree that the purpose of this Agreement is to authorize certain professional engineering services in accordance with the scope of work attached hereto. In addition, the Owner and Engineer also agree that this Agreement is to authorize any additional professional services beyond the scope of work attached hereto, as may be directed in writing by the Owner. Finally, the Owner and Engineer hereby agree to the following provisions:

SECTION 1 - ENGINEER'S RESPONSIBILITIES

- 1.1 The Engineer shall perform the necessary professional services in a timely manner so as not to delay the initiatives of the Owner;
- 1.2 The Engineer shall consult with the Owner to establish the Owner's requirements for the professional services identified by the Owner;
- 1.3 The Engineer shall advise the Owner regarding the need for the Owner to provide or secure certain other special services or consultants as may be needed to fulfill the requirements identified by the Owner, and to assist the Owner in securing such special services;
- 1.4 The Engineer shall furnish the professional services required by the Owner for the surveying, planning/design elements and limited construction staking and review outlined in the attached scope of work.

SECTION 2 - OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide the necessary support and assistance in a timely manner so as not to delay the services of the Engineer;
- 2.2 The Owner shall provide all criteria and full information as to Owner's requirements for the professional services required, and designate in writing a contact person;
- 2.3 The Owner shall arrange for access to and make all provisions for Engineer to enter upon public property as required for Engineer to perform services hereunder;
- 2.4 The Owner shall bear all costs incident to compliance with the requirements of this Section.

SECTION 3 - PERIOD OF SERVICE

- 3.1 The professional services authorized by this Agreement shall be performed in accordance with this Agreement during calendar year 2004;
- 3.2 Any professional services performed after calendar year 2004 shall be provided in accordance with an amendment to this Agreement setting forth such new conditions, responsibilities, duties and hourly rates as may be mutually agreed upon between the Owner and Engineer; and
- 3.3 The professional services for the work authorized by this Agreement shall be considered complete upon the acceptance of the work product by Owner and pertinent regulatory authorities.

SECTION 4 - COMPENSATION TO THE ENGINEER

- 4.1 The Engineer shall provide the professional services defined by the scope of work attached hereto on a lump sum basis with a cost of \$34,300, plus reimbursables. Reimbursables such as printing will be billed at cost and mileage will be billed at \$0.35 per mile.
- 4.2 The Engineer shall provide additional professional services as may be authorized by the Owner in writing, prior to the work being performed, on an hourly basis in accordance with the standard hourly billing rates of the Engineer, a copy of which is attached hereto for calendar year 2004;
- 4.3 The Engineer shall notify the Owner of standard hourly billing rates that shall apply to any additional professional services rendered under this Agreement no less than annually after calendar year 2004, if the services authorized herein extend

beyond the end of the calendar year;

- 4.4 The Owner shall compensate the Engineer for the professional services authorized by this Agreement in accordance with the lump sum and/or specified hourly rates;
- 4.5 The Engineer shall submit monthly invoices for the professional services rendered in based on a percentage of the work/lump sum fee completed;
- 4.6 The Owner shall make prompt monthly payments to the Engineer for the services rendered;
- 4.7 The Engineer's hourly rates are provided on the basis of prompt payment by the Owner of invoices rendered, and continuous progress on the work by the Engineer until submission of the work product; and
- 4.8 If the Owner fails to make any payment due the Engineer for services and expenses within forty-five days after receipt of Engineer's statement therefore, the amounts due Engineer will be increased at the rate of 1% per month from said forty-fifth day, and in addition, Engineer may, after giving seven day's written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and charges.

SECTION 5 - COST CONTROL

- 5.1 The Owner's budgetary requirements and considerations with respect to the work effort shall be established by mutual agreement between the Owner and Engineer; and
- 5.2 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by Engineer hereunder will be made on the basis of Engineer's experience and qualifications, and represent Engineer's best judgment as an experienced and qualified design professional. It is recognized, however, the Engineer does not have control over the cost of labor, material, equipment, or services furnished by others, or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the work authorized herein must of necessity be speculative until completion of its detailed design. Accordingly, Engineer does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by Engineer to Owner hereunder.

SECTION 6 - GENERAL CONSIDERATIONS

- 6.1 All documents prepared or furnished by Engineer, and Engineer's independent professional associates and consultant, pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein. The Owner may make and retain copies for information and reference; however, such documents are not intended or represented to be suitable for reuse by the Owner or others. Any reuse without written verification of adaptation by Engineer for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent professional associates and consultants, from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification of adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer;
- 6.2 The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof through no fault of the terminating party. In the event of any termination, Engineer will be paid for all professional services rendered and for all reimbursable expenses incurred to the date of termination and, in addition, all professional and reimbursable expenses directly attributable to termination;
- 6.3 Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer, and to the extent permitted by paragraph 6.4, the assigns of Owner and Engineer, are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives, and said assigns, of such other party, in respect of all covenants, agreements and obligations of the Agreement;
- 6.4 Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in, including, but without limitation, moneys that are due, this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent professional associates and consultants an Engineer may deem appropriate to assist in the performance of services hereunder;
- 6.5 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Engineer, and all duties and

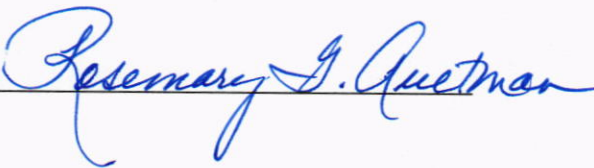
responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer, and not for the benefit of any other party;

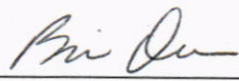
- 6.6 This Agreement together with such amendments which shall be added from time to time constitutes the entire Agreement between Owner and Engineer and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Clinton, Mississippi

WILLIFORD, GEARHART & KNIGHT, INC.



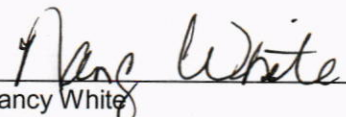


Bill Owen, P. E.
Principal

ATTEST:



ATTEST:



Nancy White
Business Manager



WILLIFORD, GEARHART & KNIGHT, INC.
Standard Hourly Billing Rates
Calendar 2004

Principal	\$135
Project Engineer	110
Project Engineer	95
Engineer	80
Senior Engineering Assistant	80
Surveyor	75
Surveying Assistant	60
Designer	70
Technician	55
Technician Assistant	30
Computer Aided Design (CAD)	15
Clerical	40
Construction Review	65
Party Chief	60
Survey Crewman	30
GPS	50

SCOPE OF WORK

ARROW DRIVE SANITARY SEWER FORCE MAIN EXTENSION

- Review plans and drawings of the Arrow Drive Extension provided by Neel-Schaffer which are to be used as the basis for the alignment of the extension from the end of the existing Arrow Drive to Cynthia Drive.
- WGK to provide design survey and control from Cynthia to the wastewater treatment facility off of Magnolia Road. Said survey to be used for design of sanitary sewer force main
- WGK to provide construction plans and specifications for sanitary sewer force main generally along the alignment previously described.
- WGK to provide construction easement and permanent easement survey plats for those areas where the improvements will be outside of City owned rights-of-way. Assumes majority of the construction will be within road rights of way with no more than two (2) private properties entered.
- WGK to assist City in securing necessary approval of regulatory agencies.
- WGK to assist City in the competitive bidding process.
- WGK to provide control construction staking for the improvements.
- WGK to provide limited construction review of the improvements.
- WGK to provide record drawings of completed improvements.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET OCT 05 2004

BOARD MEETING DATE: October 5, 2004

AGENDA ITEM NO. **11 CITY OF CLINTON**

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

Minutes	_____	Invoice	_____	Other	_____
Ordinance	_____	Plans, Maps	_____		_____
Resolution	_____	Contract	_____		_____

DISCUSSION/ACTION: 7 New Sirens for Annexed Area

INTRODUCED BY: Darrel McQuirter, Fire Chief

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

VOTE CAST:

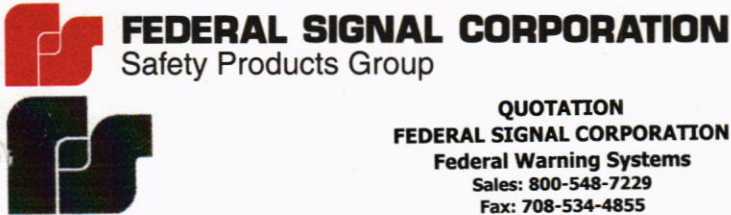
"AYE"

"NAY"

ACTION TAKEN:

Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
Mayor Aultman	_____	_____	_____

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



BOARD APPROVED

OCT 05 2004

Quotation No.: FWS
81704010536

Reference quote no. on your order

CITY OF CLINTON

Contact Name: Chief Darrel Mc Quirter
Customer: Clinton Fire Department - City of Clinton
Address: 1234 Clinton Raymond Road
City: Clinton **State:** MS
Country: USA
Phone: 601-925-1001

Zip 39056
email: dmcquirter@cfd.clintonms.org
Fax:

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

Item No.	Qty.	Federal Model/Part No.	Description	List Price	Weight	Total Weight Lbs	Discount	Unit Price	Equipment	Total
1			Siren Equipment							
2	7	2001SRNB	SIREN DC 128dB ROTATING	\$7,800.00	485	3395	22%	\$6,084.00	\$42,588.00	\$42,588.00
3	7	DCFCTBDH	CNTRL^DIGITAL^146-174 MHz	\$5,620.00	237	1659	22%	\$4,383.60	\$30,685.20	\$30,685.20
4	7	2001TRB	TRANS. RECTIFIER^ SIREN	\$1,700.00	170	1190	22%	\$1,326.00	\$9,282.00	\$9,282.00
5	7	OMNI5	3dB GAIN OMNI COLLINER 156-162MHz VHF	\$330.00	25	175	22%	\$257.40	\$1,801.80	\$1,801.80
6	28	ES-BATT	DELCO M24MF	\$72.00	-	-	0%	\$72.00		\$2,016.00
7			Services							
8	7	ES-INSTALL	TURNKEY INSTALLATION	\$4,000.00	-	-	0%	\$4,000.00		\$28,000.00
9	7	ES-SYSOPT	SYSTEM OPTIMIZATION	\$500.00	-	-	0%	\$500.00		\$3,500.00
10	1	ES-FREIGHT	SHIPPING FEES	\$1,350.00	-	-	0%	\$1,350.00		\$1,350.00
Total Weight:						6,419		Total:		\$119,223.00

Prices are firm for 120 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Federal Warning Systems Division, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Rock Clause, \$325.00 per hour plus equipment for removing any underground obstructions. Trenching is additional. Power Clause, bringing power to the siren equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional.

Delivery: 8-10 weeks
Freight Terms: FOB University Park
Terms: Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed,
billed monthly.

Proposed By: Bill Caldwell
Company: Bill Caldwell
Address: Rep's Address
City, State, Zip: Amory, MS 38821
Country: USA
Work Phone: 662-2565017
Fax: 662-256-5017*51
Approved By: Tommy St. Germain
Title: Regional Sales Manager

Signature: *Bill Caldwell*

RECEIVED

SEP 27 2004

CLINTON FIRE DEPT.

001-160-730

August 18, 2004

Chief Darrel McQuirter
Clinton Fire Department
City of Clinton
1234 Clinton Raymond Rd.
Clinton, MS 39056

BOARD APPROVED

OCT 05 2004

CITY OF CLINTON

Dear Chief McQuirter:

Federal Signal Corporation is the sole manufacturer of the proprietary Federal Commander Digital system and the digital communications protocol, which is the foundation of our two-way status monitoring and control system. This new system adds an additional 13 sirens to the three (3) existing Federal Signal Thunderbolt Sirens and will allow the entire system to be operated by the existing control system.

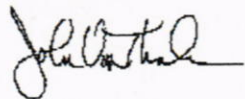
Only Federal Signal offers the 2001SRNB, an electro-mechanical siren with more than 15 years and nearly 7,000 installations worldwide. Further, only Federal Signal manufactures siren controllers capable of operating with our two-way status monitoring and control system (Federal Commander Digital - SFCDWARE) software. Our electronic Siren Controller, UltraVoice is the only product in the market which utilizes Class D, pulse-width modulated amplifiers which result in more than 95% efficiency and allow for continuous use for public address or alert tone activation.

Only Federal Signal can offer the Informer Tone-Alert Radio with decode capability to operate as part of the Federal Signal Digital System. The resulting combining of these features provides a system solution unique in the market.

Finally, Federal Signal is the only publicly traded company (NYSE: FSS) and the only ISO9001:2000 certified manufacturer of outdoor warning equipment in the US.

Federal Signal takes pride in being able to offer our customers new technology as we develop it and in this case, providing a complete turn-key system solution for your warning needs. We are confident that our solution provides exceptional value and the assurance of having a single point of contact for your entire system. If I can answer any additional questions, or be of service in any way, please call me at the number below.

Sincerely,



John Von Thaden
Sales & Marketing Manager
Federal Warning Systems
Federal Signal Corporation
jvonthaden@fedsig.com

BOARD APPROVED

OCT 05 2004

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: October 5, 2004

AGENDA ITEM NO. 12

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

EXHIBITS FOR REVIEW:

Minutes _____
Ordinance _____
Resolution _____

Invoice _____
Plans, Maps _____
Contract _____

Other _____

*alternate
redistricting Plan*

DISCUSSION/ACTION: Redistricting/Ward Line Revisions

INTRODUCED BY:

BOARD ACTION:

MOTION MADE BY:

SECONDED BY:

*Brabham
Fisher*

VOTE CAST:

"AYE" "NAY"

ACTION TAKEN:

Brabham _____
Hisaw _____
Greer _____
Brantley _____
Fisher _____
Touchton _____
Lott _____
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.

Ward Boundaries corresponding to the Alternate 2 Redistricting Plan

Ward 1

Beginning at the point of intersection of the centerline of Neal Street and the centerline of Northside Drive (or West Northside Drive); thence run southeasterly along the centerline of said Northside Drive (or West Northside Drive) to its intersection with the centerline of Pinehaven Drive; thence run northerly along the centerline of said Pinehaven Drive to its intersection with the north line of Section 17, Township 6 North, Range 1 West; thence run westerly along the north line of said Section 17 and along the north line of Section 18, Township 6 North, Range 1 West to its point of intersection with the centerline of Clinton-Tinnin Road; thence run northerly along the centerline of said Clinton-Tinnin Road to its intersection with the present corporate limits of the city of Clinton, Mississippi; thence run westerly following along said present corporate limits in a counter clockwise direction to its point of intersection with the centerline of the Natchez Trace Parkway, said point lying at or near the corner common to Sections 34 and 35, Township 6 North, Range 2 West and Sections 2 and 3, Township 5 North, Range 2 West; thence leaving said present corporate limits run northeasterly along the centerline of said Natchez Trace Parkway to its intersection with the centerline of a water course known as Lindsey Creek; thence run easterly and northeasterly along the meanderings of the centerline of said Lindsey Creek to its intersection with the south line of Section 19, Township 6 North, Range 1 West; thence run westerly along the south line of said Section 19 to the southeast corner of the southwest $\frac{1}{4}$ of said Section 19; thence run north to the centerline of the Natchez Trace Parkway; thence run easterly along the centerline of said Natchez Trace Parkway to its

intersection with the centerline of Northside Drive (or West Northside Drive); thence run southeasterly along the centerline of said Northside Drive (or West Northside Drive) to its intersection with the centerline of Neal Street, said point being the point of beginning.

City of Clinton

Ward 2

Beginning at the point of intersection of the centerline of U.S. Interstate Highway 20 and the centerline of Clinton-Raymond Road; thence run southwesterly along the centerline of said Clinton-Raymond Road to its intersection with the centerline of Trailwood Drive; thence run easterly, southerly, and easterly along the meanderings of the centerline of Trailwood Drive to its intersection with the centerline of Springridge Road; thence run southerly along the centerline of said Springridge Road to its intersection with a point lying 1320 feet south of the north line of Section 8, Township 5 North, Range 1 West, said point lying on the present corporate limits of the city of Clinton, Mississippi; thence run westerly following along said present corporate limits in a clockwise direction to its point of intersection with the centerline of the Natchez Trace Parkway, said point lying at or near the corner common to Sections 34 and 35, Township 6 North, Range 2 West and Sections 2 and 3, Township 5 North, Range 2 West; thence leaving said present corporate limits run northeasterly along the centerline of said Natchez Trace Parkway to its intersection with the centerline of a water course known as Lindsey Creek; thence run easterly and northeasterly along the meanderings of the centerline of said Lindsey Creek to its intersection with the centerline of U.S. Interstate Highway 20; thence run southeasterly along the centerline of said U.S. Interstate Highway 20 to its intersection with the centerline of Clinton-Raymond Road, said point being the point of beginning.

City of Clinton

Ward 3

Beginning at the point of intersection of the centerline of Northside Drive (or West Northside Drive) and the centerline of Pinehaven Drive; thence run northerly along the centerline of Pinehaven Drive to its intersection with the north line of Section 17, Township 6 North, Range 1 West; thence run westerly along the north line of said Section 17 and along the north line of Section 18, Township 6 North, Range 1 West to its point of intersection with the centerline of Clinton-Tinnin Road; thence run northerly along the centerline of said Clinton-Tinnin Road to its intersection with the present corporate limits of the city of Clinton, Mississippi; thence run easterly following along said present corporate limits in a clockwise direction to the southwest corner of Section 22, Township 6 North, Range 1 West; thence leaving said present corporate limits run northerly along the west line of said Section 22 to its intersection with the centerline of Northside Drive (or West Northside Drive); thence run westerly and southwesterly along the centerline of said Northside Drive (or West Northside Drive) to its intersection with the centerline of Pinehaven Drive, said point being the point of beginning.

City of Clinton

Ward 4

Beginning at the southwest corner of Section 22, Township 6 North, Range 1 West, said point lying on the present corporate limits of the city of Clinton, Mississippi; thence leaving said present corporate limits run northerly along the west line of said Section 22 to its intersection with the centerline of Northside Drive (or West Northside Drive); thence run westerly and southwesterly along the centerline of said Northside Drive (or West Northside Drive) to its intersection with the centerline of Berkshire Street; thence run southerly along the centerline of said Berkshire Street to its intersection with the centerline of Post Road; thence run easterly along the centerline of said Post Road to its intersection with the centerline of West Lakeview Circle; thence run southerly along the centerline of said West Lakeview Circle and continue along the centerline of Lakeview Drive to its intersection with the centerline of Clinton Boulevard; thence run easterly along the centerline of said Clinton Boulevard to its intersection with the east line of Section 28, Township 6 North, Range 1 West, said point lying on the present corporate limits of the city of Clinton, Mississippi; thence run north along the east line of said Section 28 to the southwest corner of Section 22, said point being the point of beginning.

City of Clinton

Ward 5

Beginning at the point of intersection of the centerline of Neal Street and the centerline of Northside Drive (or West Northside Drive); thence run northwesterly along the centerline of said Northside Drive (or West Northside Drive) to its intersection with the centerline of the Natchez Trace Parkway; thence run westerly along the centerline of said Natchez Trace Parkway to a point due north of the southeast corner of the southwest $\frac{1}{4}$ of Section 19, Township 6 North, Range 1 West; thence run south to said southeast corner of the southwest $\frac{1}{4}$ of said Section 19; thence run easterly along the south line of said Section 19 to its intersection with the centerline of a water course known as Lindsey Creek; thence run southwesterly along the meanderings of the centerline of said Lindsey Creek to its intersection with the centerline of U.S. Interstate Highway 20; thence run southeasterly along the centerline of said U.S. Interstate Highway 20 to its intersection with the centerline of Clinton-Raymond Road; thence run southwesterly along the centerline of said Clinton-Raymond Road to its intersection with the centerline of Trailwood Drive; thence run easterly, southerly, and easterly along the meanderings of the centerline of Trailwood Drive to its intersection with the centerline of Springridge Road; thence run northerly along the centerline of said Springridge Road and continue along the centerline of New Prospect Street to its intersection with the centerline of East College Street; thence run easterly along the centerline of said East College Street to its intersection with the centerline of Landrum Street; thence run northerly along the centerline of said Landrum Street to its intersection with the centerline of East Main Street; thence run easterly along the centerline of said East Main Street to its intersection with the

centerline of a railroad known as the Illinois Central Railroad; thence run easterly along the centerline of said Illinois Central Railroad to its intersection with the centerline of West Lakeview Circle; thence run northerly along the centerline of said West Lakeview Circle to its intersection with the centerline of Post Road; thence run westerly along the centerline of said Post Road to its intersection with the centerline of Berkshire Street; thence run northerly along the centerline of said Berkshire Street to its intersection with the centerline of Northside Drive (or West Northside Drive); thence run westerly along the centerline of said Northside Drive (or West Northside Drive) to its intersection with the centerline of Neal Street, said point being the point of beginning.

City of Clinton

Ward 6

Beginning at the point of intersection of the centerline of Trailwood Drive and the centerline of Springridge Road; thence run northerly along the centerline of said Springridge Road and continue along the centerline of New Prospect Street to its intersection with the centerline of East College Street; thence run easterly along the centerline of said East College Street to its intersection with the centerline of Landrum Street; thence run northerly along the centerline of said Landrum Street to its intersection with the centerline of East Main Street; thence run easterly along the centerline of said East Main Street to its intersection with the centerline of a railroad known as the Illinois Central Railroad; thence run easterly along the centerline of said Illinois Central Railroad to its intersection with the centerline of Lakeview Drive; thence run southerly along the centerline of said Lakeview Drive to its intersection with the centerline of Clinton Boulevard; thence run easterly along the centerline of said Clinton Boulevard to its intersection with the east line of Section 28, Township 6 North, Range 1 West, said point lying on the present corporate limits of the city of Clinton, Mississippi; thence run southerly following along said present corporate limits in a clockwise direction to its intersection with the centerline of Springridge Road; thence leaving said present corporate limits run northerly along the centerline of said Springridge Road to its intersection with the centerline of Trailwood Drive, said point being the point of beginning

Amendment to Article XIV of the Zoning Ordinance

Adding Section 1407

It is the intent of the City of Clinton to preserve and develop the Olde Towne Clinton District (OTC) within the area currently designated. To the extent there is a conflict between this Article XIV and any portion of Articles XIII and XV through XX, the language, conditions and uses provided in Article XIV (OTC) shall be given priority.