

CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, DECEMBER 3, 2002 – 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 - Deputy City Clerk Carol Warren

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

Absent: Wayne Derrick, City Clerk

Mayor Aultman stated that there would be no meeting of the Mayor and Board of Alderman on December 17, 2002, due to the holidays.

APPROVAL OF AGENDA ITEMS A-N

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

APPROVAL OF REZONING REQUEST FOR 900 MONROE STREET FROM R1 TO C2

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Greer to approve an Ordinance amending the official Zoning Ordinance and Zoning Map of the City of Clinton, Mississippi for the property located at 900 Monroe Street from R1 to C2. A copy of the ordinance is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF AN ORDINANCE AMENDING THE ZONING ORDINANCE SECTION 401.5 (D) – ACCESSORY BUILDINGS AND USES

Upon recommendation by Gary Ward, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to approve an Ordinance amending the Zoning Ordinance Section 401.05 (d) – Accessory Buildings and Uses – by adding the following statement: Exception: Private garages, as defined in Section 201, shall not exceed a height of twenty (20) feet. A copy of the Ordinance is attached. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 802 – 804 SPRINGRIDGE ROAD

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to approve a Resolution determining the necessity for the cleaning of private property located at 802 – 804 Springridge Road, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972 as amended, and other applicable statutes and ordinances. A Public Hearing was held with no opposition. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 700 HIGHWAY 80

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Lott and **SECONDED** by Alderman Fisher to approve a Resolution determining the necessity for the cleaning of private property located at 700 Highway 80, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972 as amended, and other applicable statutes and ordinances. A Public Hearing was held with not opposition. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZATION FOR MAYOR TO EXECUTE STATEWIDE MUTUAL AID COMPACT AGREEMENT

Upon recommendation by Darrel McQuirter, Fire Chief, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Brabham to authorize the Mayor to execute Statewide Mutual Aid Compact Agreement. A copy of the agreement is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RESOLUTION AUTHORIZING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH FIRST CONTINENTAL LEASING FOR 10 NEW POLICE CARS

Upon recommendation by Mayor Aultman, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to approve a Resolution authorizing the Mayor to execute an equipment lease – purchase agreement with First Continental Leasing for 10 police cars in the amount of \$193,048. A copy of the Resolution is attached **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL PLAT AT WOODCHASE PARK

Upon recommendation by Richard Broome, City Engineer, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Brabham to approve the final plat at Woodchase Park. A copy of the plat is on file with Engineering Department. **MOTION CARRIED UNANIMOUSLY**

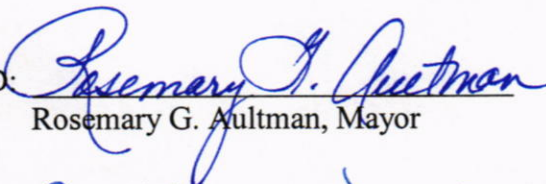
APPOINTMENT OF MUNICIPAL JUDGE

Upon recommendation by Mayor Aultman, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Brantley to approve the appointment of Darren LaMarca as the new Municipal Court Judge. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:25 P.M.

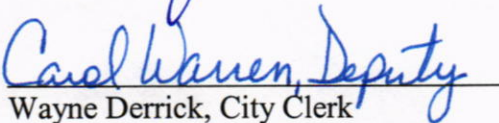
MOTION made by Alderman Brabham and **SECONDED** by Alderman Touchton to adjourn.
MOTION CARRIED UNANIMOUSLY

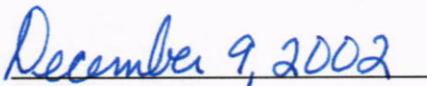
APPROVED:


Rosemary G. Aultman, Mayor


Date

ATTEST:


Wayne Derrick, City Clerk


Date



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 3, 2002

AGENDA ITEM NO. 7.a

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Rezoning Request
900 Monroe Street
(Baxter Properties) C-2

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution x

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION: Planning and Zoning recommends approval.

BOARD ACTION:

MOTION MADE BY: Touchton

SECONDED BY: Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

1

1

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.

OFFICIAL FORM

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, HINDS COUNTY, MISSISSIPPI AMENDING THE OFFICIAL ZONING ORDINANCE AND ZONING MAP OF THE CITY OF CLINTON, MISSISSIPPI FOR THE PROPERTY LOCATED AT 900 MONROE STREET, CLINTON, MISSISSIPPI, AND AS DESCRIBED HEREIN FROM R1 TO C2

WHEREAS, Mr. R. H. Baxter (the "Applicant") did file a petition to Rezone certain property from its present R1 use district classification to a C2 use district classification: and,

WHEREAS, a public hearing, pursuant to Section 2406.05 of the Zoning Ordinance of the City of Clinton, Mississippi, was set for the 26th day of November, 2002, at 7:00 o'clock P.M.; and,

WHEREAS, the City of Clinton did cause notice of said hearing to be published in the *Clarion Ledger*, a newspaper published in Hinds County, Mississippi, in the manner and for the time required by law, and did post notice upon the affected property in the manner and for the time required by law; and,

WHEREAS, at the time, date and place specified in the Notice, the Planning Commission of the City of Clinton, Mississippi, did conduct a full and complete hearing, and thereafter, did recommend the petition of the applicants be approved, pursuant to Section 2406 of the Zoning Ordinance; and,

WHEREAS, the matter was presented to the Mayor and Board of Aldermen of the City of Clinton, along with the recommendation of the Planning Commission, as shown in minutes of said minutes and exhibits attached thereto, and after discussion thereof, Alderman Tuchton offered the following ordinance and moved that it be adopted, to-wit:

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Hinds County, Mississippi as follows, to-wit:

Section 1. That the matters and facts stated in the preamble hereof are found to be true and correct.

Section 2. That this matter was presented as required by Section 2406 of the City of Clinton Zoning Ordinance and the Mayor and Board of Aldermen hereby find that this request meets the requirements of Section 2406.03(a) Criteria for Rezoning, the Mayor and Board of Aldermen specifically finding that the character of the neighborhood has changed to such an extent as to justify reclassification and that there is a public need for additional general commercial district within the City of Clinton.

Section 3. That pursuant to Article XV of the Zoning Ordinance, the proposed facility shall be "C2 - General Commercial".

Section 4. That the following described tract of real property be, and the same is, hereby rezoned from its present R1 use district classification to C2 use district classification and that said rezoning is consistent with the current Comprehensive Plan of the City of Clinton, to-wit:

A tract of land situated in the City of Clinton, the First Judicial District of Hinds County, Mississippi and more completely described in Exhibit "A" attached hereto and made a part thereof.

Section 5. That the City of Clinton Zoning Ordinance be, and the Official Zoning Map be, and the same hereby are, amended to reflect the foregoing change in the zoning of the above-described real property.

Section 6. That this ordinance shall take effect thirty days from and after passage.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 3rd day of December 2002.

A Motion for adoption was seconded by Alderman Greer and the foregoing ordinance having been first reduced to writing, and no request being made by the Mayor or any member of the Board of Aldermen that the Ordinance be read by the City Clerk, before any vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>yes</u>

Whereupon the Mayor declared the Motion carried and the ordinance approved and adopted. The foregoing ordinance was approved this the 3rd day of December 2002.

CITY OF CLINTON

Rosemary A. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Carol Warren, Deputy
WAYNE DERRICK, City Clerk

(SEAL)



REQUEST FOR REZONING APPLICATION

Subject Property Address 900 MONROE ST.
Owner R.H. Baxter dba Baxter Properties LLC
Address 101 West LAWSON ST.
Clinton, MS 39056
Phone # 601-923-2794 Cell 201-6155
Current Zoning District Residential
Requested Change Commercial C-2

Requirements of Applicant:

1. Letter stating reason for requested zoning change.
2. Copy of the written legal description.
3. Site plan of property.
4. Identification of property owners within 160 feet of subject property.
5. \$250.00 fee required for processing.

Criteria for Rezoning: (Section 2406.03 - Zoning Ordinance)

- (a). Show proof that a mistake was made in the original zoning.
"Mistake" in this context shall refer to a clerical or administrative error.
- (b). Show proof that the character of the neighborhood has changed to such an extent as to justify reclassification, AND that there is a public need for the rezoning.

Applicant shall be present at the Planning and Zoning Commission meeting and Mayor/Board of Aldermen meeting. Documents shall be submitted thirty (30) days prior to the Planning and Zoning Commission meeting.

Applicant is responsible for complying with all applicable requirements of the Zoning Ordinance.

By signing this application, it is understood and agreed that permission is given to the Zoning Administrator to have a sign erected on subject property, giving notice to the public that said property is being considered for rezoning.

RHB
Signature

9/3/02
Date

TO: Gary Ward

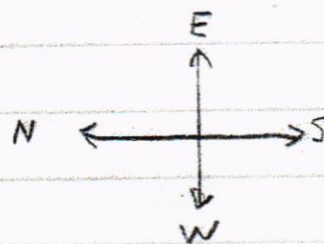
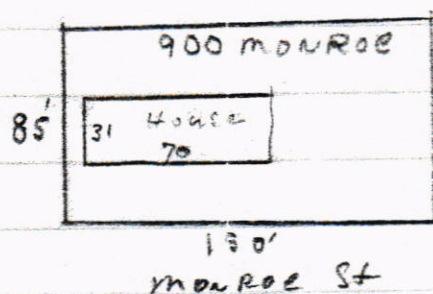
FR: R.H. Baxter dba Baxter Properties LLC

RE: Rezoning of 900 Monroe St.

DA: Sept. 3, 2002

Request rezoning Subject
from Residential (R-2) to
Commercial (C-2) to
accommodate increasing
demand for stand-alone
Commercial buildings with
ample parking.

Conference + Cultural Center



The lot site is approximately
12,750 Sq. ft. with 150 frontage
feet on Monroe Street. The building
has 1673 Sq. ft. heated + cooled,
140 Sq. ft. porches 575 sq. ft. Garage
+ carport. There is ample parking
available in front, behind and
to the south along Monroe St.

The back of the lot joins the
Proposed Conference + Cultural
Center Site.

CITY OF CLINTON AGENDA ITEM FACT SHEET

AGENDA ITEM NO. 7.6

ACCT. NO.

TELEPHONE: 924-2256

Other:

MOTION MADE BY: Bialham
SECONDED BY: Fisher

ACTION TAKEN: _____

[illegible]

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

AN ORDINANCE AMENDING THE OFFICIAL ZONING ORDINANCE OF THE CITY OF CLINTON, MISSISSIPPI BY AMENDING SECTION 401.05 – ACCESSORY BUILDINGS OR USES

WHEREAS, notice of a public hearing to amend Section 401.05 of the Zoning Ordinance of the City of Clinton was published in the Clarion-Ledger on November 11, 2002; and

WHEREAS, a public hearing on the proposed amendment was held on November 26, 2002, at 7:00 o'clock P.M.; and,

BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi is amended as follows:

AMENDMENT TO ZONING ORDINANCE

Section 401.05 (d), Accessory Buildings or Uses is amended by adding the following statement: **Exception: Private garages, as defined in Section 201, shall not exceed a height of twenty (20) feet.**

This Ordinance shall be effective 30 days from and after passage.

ORDAINED, ADOPTED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, at a meeting thereof held on the 3rd day of December 2002.

A Motion for adoption was made by Alderman Brabham and seconded by Alderman Fisher. The foregoing ordinance having been first reduced to writing, and no request being made by the Mayor or any member of the Board of Aldermen that the Ordinance be read by the City Clerk, before any vote was taken, it was submitted to the Board of Aldermen for the passage or rejection on roll call vote upon the vote being as follows, to-wit:

Alderman Brabham voted: yes
Alderman Hisaw voted: yes
Alderman Greer voted: yes
Alderman Brantley voted: yes
Alderman Fisher voted: yes
Alderman Touchton voted: yes
Alderman Lott voted: yes

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

The foregoing ordinance was approved this the 3rd day of December 2002.

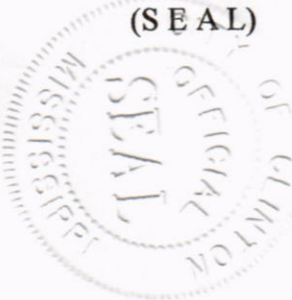
CITY OF CLINTON

BY: Rosemary J. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Carol Warren, Deputy
WAYNE DERRICK, City Clerk

(S E A L)



**PROPOSED
ZONING
AMENDMENT
TO
SECTION 401.05(d)
OF
THE
CITY OF CLINTON
ZONING ORDINANCE**

We are experiencing some problems with citizens wanting to construct detached garages with a height limited to twelve (12) feet. Most people want the garage to match the house. With this height limitation it is impossible for the pitch of the roofs to match. A twelve-foot roof on a garage would almost be a flat roof. Therefore, we propose to add the following statement to Section 401.05(d): **Exception: Private garages, as defined in Section 201, shall not exceed a height of twenty (20) feet.**

EXISTING ORDINANCE

401.04 Visibility at Intersections:

On a corner lot in any district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede the vision of motor vehicle operators between a height of two and one-half (2 1/2) and ten (10) feet above the center line grades of the intersecting streets and within a triangular area bounded by the right-of-way lines for a distance of twenty-five (25) feet from the intersection and a straight line connecting said points twenty-five (25) feet back from the intersection of said right-of-way lines.

401.05 Accessory Buildings or Uses: *(Amdended March 7, 2002)*

- a) Accessory buildings or uses are PROHIBITED in the front yard and side yard of ANY district.
- b) Accessory buildings or uses may be placed in the required rear yard of any main building or use in ANY district, provided that the accessory building or use is at least ten (10) feet from the rear property line and at least eight (8) from the side property line.
- c) Accessory buildings shall not cover more than ten percent (10%) of the rear yard in ANY district.
- d) Accessory buildings shall not exceed a height of twelve (12) feet, unless a greater height is approved by the Mayor and Board of Aldermen.
- e) Exterior and materials of the accessory buildings or uses shall be compatible with surrounding structures, unless accessory building is screened by solid fencing as to not be visible from the street or any sides.

401.06 Railroad Setbacks:

In ALL residential zoning districts a buffer strip of at least one hundred (100) feet in depth in addition to the normal setback required in the district shall be provided adjacent to the railroad right-of-way. This strip shall be part of the platted lots in a residential subdivision (or apartment/ condominium complex lot) and the following wording shall be shown on the plat or site plan: "This strip is reserved for screening. The placement of structures hereon is prohibited."

401.07 Exceptions to Height Regulations:

The height regulations contained in the District Regulations of this Ordinance do not apply to spires, belfries, cupolas, antennas, water tanks, ventilation chimneys, masts, towers, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

401.04 Visibility at Intersections:

On a corner lot in any district, nothing shall be erected, placed, planted, or allowed to grow in such a manner as to materially impede the vision of motor vehicle operators between a height of two and one-half (2 1/2) and ten (10) feet above the center line grades of the intersecting streets and within a triangular area bounded by the right-of-way lines for a distance of twenty-five (25) feet from the intersection and a straight line connecting said points twenty-five (25) feet back from the intersection of said right-of-way lines.

401.05 Accessory Buildings or Uses: (Adopted March 7, 2002)

- a) Accessory buildings or uses are PROHIBITED in the front yard and side yard of ANY district.
- b) Accessory buildings or uses may be placed in the required rear yard of any main building or use in ANY district, provided that the accessory building or use is at least ten (10) feet from the rear property line and at least eight (8) from the side property line.
- c) Accessory buildings shall not cover more than ten percent (10%) of the rear yard in ANY district.
- d) Accessory buildings shall not exceed a height of twelve (12) feet, **(exception: private garages, as defined in Section 201, shall not exceed a height of twenty (20) feet)**, unless a greater height is approved by the Mayor and Board of Aldermen.
- e) Exterior and materials of the accessory buildings or uses shall be compatible with surrounding structures, unless accessory building is screened by solid fencing as to not be visible from the street or any sides.

401.06 Railroad Setbacks:

In ALL residential zoning districts a buffer strip of at least one hundred (100) feet in depth in addition to the normal setback required in the district shall be provided adjacent to the railroad right-of-way. This strip shall be part of the platted lots in a residential subdivision (or apartment/ condominium complex lot) and the following wording shall be shown on the plat or site plan: "This strip is reserved for screening. The placement of structures hereon is prohibited."

401.07 Exceptions to Height Regulations:

The height regulations contained in the District Regulations of this Ordinance do not apply to spires, belfries, cupolas, antennas, water tanks, ventilation chimneys, masts, towers, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 3, 2002

AGENDA ITEM NO. 8

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Unkempt Property
 802-804 Springridge Road
 (Sarrett Properties)

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Brabham

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

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at 802 – 804 Springridge Road (Sarrett Properties), Clinton, Mississippi, and after full consideration of the matter, Alderman Greer 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 AT 802-804 SPRINGRIDGE ROAD, 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 802-804 Springridge Road, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanliness; 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., December 3rd, 2002, 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 uncleanliness, 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 cutting weeds, removing rubbish and dilapidated buildings and other debris.

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 property located at 802-804 Springridge Road, Clinton, Mississippi, in its present condition, constitutes 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 property by cutting weeds, removing rubbish and dilapidated buildings and debris.

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 Brabham 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>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>yes</u>

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

The foregoing Resolution was approved this the 3rd day of December 2002.

ATTEST:

Carol Wannen, Deputy
WAYNE DERRICK, City Clerk

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

(S E A L)

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 3, 2002

AGENDA ITEM NO. 9

CONSENT AGENDA:

TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: Unkempt Property
 700 Highway 80
 (Violet Mints)

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other:

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Lott

SECONDED BY: 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.

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at 700 Highway 80 (Violet Mints), Clinton, Mississippi, and after full consideration of the matter, Alderman Lott 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 AT 700 HIGHWAY 80 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 700 Highway 80, 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., December 3rd, 2002, 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 cutting weeds, removing rubbish and dilapidated buildings and other debris.

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 property located at 700 Highway 80, Clinton, Mississippi, in its present condition, constitutes 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 property by cutting weeds, removing rubbish and dilapidated buildings and debris.

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 Fisher 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>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Brantley voted:	<u>yes</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Touchton voted:	<u>yes</u>
Alderman Lott voted:	<u>yes</u>

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

The foregoing Resolution was approved this the 3rd day of December 2002.

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

ATTEST:

Carol Warren, Deputy
WAYNE DERRICK, City Clerk

(S E A L)

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: December 3, 2002

Agenda Item No. 10

Consent Agenda:

To:

For:

Account:

Circle: Low quote, Sole Source, Emergency, etc. if applicable.

Discussion/Action: Approval of Statewide Mutual Aid Compact.

Introduced by:


Chief Darrel McQuirter

Telephone: 925-1010

Exhibits for Review:

Minutes: _____
Ordinance: _____
Resolution: _____

Invoice: _____
Plans, Maps: _____
Contract: _____

Other: _____

Recommendation:

Board Action:

Motion made by: Fisher
Seconded by: Brabham

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham

Hisaw

Greer

Brantley

Fisher

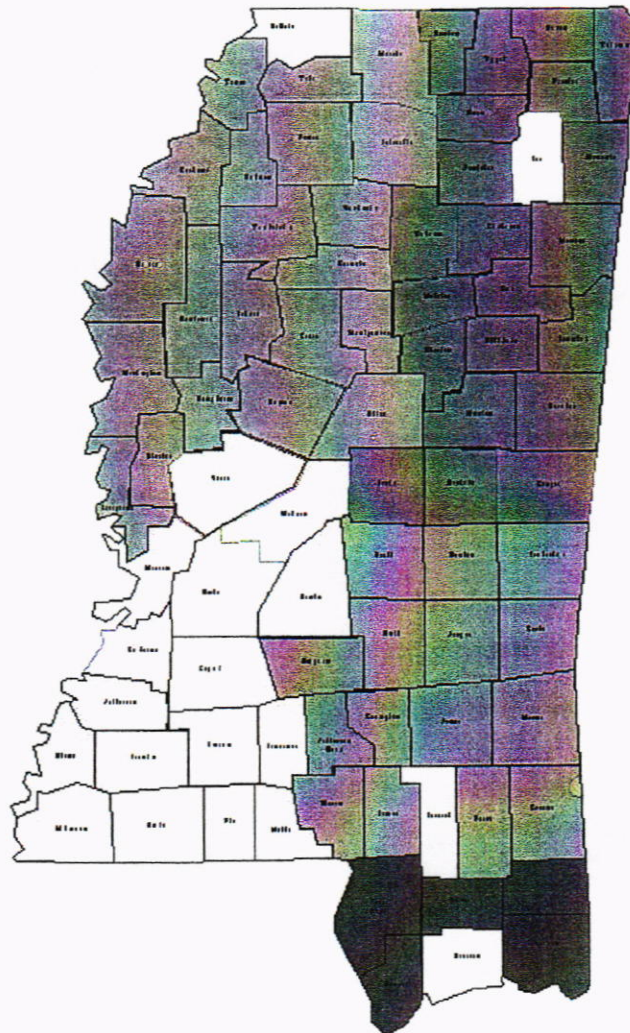
Touchton

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.

Regional Response Teams (RRT) Area of Operations



Regional Response Team Areas of Operation

State of Mississippi

SMAAC

Statewide Mutual Aid Compact



A System for Utilizing All Available
Resources During Emergencies

The State of Mississippi

STATEWIDE MUTUAL AID COMPACT

(SMAC)

Revised June 2000

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, AND BY AND AMONG EACH COUNTY AND MUNICIPALITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government owned facilities; and

WHEREAS, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act) sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, the Act authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, the Act requires that each municipality must coordinate requests for state or federal emergency response assistance with its county; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government, intends to foster communications between the personnel of the other Participating Governments by visits, compilation of asset inventories (shown as Exhibit B), exchange of information and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

SECTION 1. DEFINITIONS

A. "AGREEMENT" means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Jackson, Mississippi.

B. "REQUESTING PARTY" means the participating government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.

C. "ASSISTING PARTY" means the participating government entity furnishing equipment, services and/or manpower to the requesting Party.

D. "AUTHORIZED REPRESENTATIVE" means an employee of a participating government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating government executing this Agreement shall be attached as Exhibit A, and shall be updated as needed by each participating government.

E. "AGENCY" means The Mississippi Emergency Management Agency.

F. "EMERGENCY" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

G. "DISASTER" means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a Local emergency by a

city/county, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

H. "MAJOR DISASTER" means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

I. "PARTICIPATING GOVERNMENT" - the State of Mississippi and any political subdivision of the State of Mississippi which executes this mutual aid agreement and supplies a completed executed copy to the Agency.

J. "PERIOD OF ASSISTANCE" - the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

K. "WORK OR WORK-RELATED PERIOD" - any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered "on the job" for purposes of workers compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a participating government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency related mutual aid assistance either by: (I) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part I Identification of Need (Form REQ-A, Appendix A) to the Assisting Party, or to the Agency, or (ii) by orally communicating a request for mutual aid assistance to Assisting Party or to the Agency, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that participating government. Municipalities shall

coordinate requests for state or federal assistance with their county Emergency Management Agencies. All requests for mutual aid shall be transmitted by the Authorized Representative or the Director of the Local Emergency Management Agency. Request for assistance may be communicated either to the Agency or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a participating Government may request assistance pursuant to the provisions of this agreement.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the authorized representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. The Agency shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.

B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:

The Requesting Party may directly contact the Agency, in which case it shall provide the Agency with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance, unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Agency be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage sustained;
2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed;
3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed;
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. The need for sites, structures or buildings outside the Requesting Party's political

subdivision to serve as relief centers or staging areas for incoming emergency goods and services; and

6. an estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting party.

This information may be provided on the form shown in Appendix A as the form REQ-A , or by any other available means. The Agency may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all participating governments.

D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE; When contacted by a Requesting Party or the Agency, the authorized representatives of any participating government agree to assess their government's situation to determine available personnel, equipment and other resources. All participating governments shall render assistance to the extent personnel, equipment and resources are available. Each participating government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the authorized representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the requesting Party or the Agency, whichever communicated the request, and provide the information on Part II of the REQ-A form. The Agency shall, upon response from sufficient participating parties to meet the needs of the requesting Party, notify the authorized representative of the requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.

E. WRITTEN ACKNOWLEDGEMENT - The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A, and returning a copy the Assisting Party by the quickest practical means, maintaining a copy for its file records.

F. SUPERVISION AND CONTROL: The personnel, equipment and resources of any Assisting Party shall remain under operational control of the requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party, based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the

equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party.

G. FOOD; HOUSING; SELF-SUFFICIENCY - Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

H. RIGHTS AND PRIVILEGES - Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment as authorized in 33-15-15(b)(2).

I. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2.D and E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

A. PERSONNEL - During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

B. EQUIPMENT - The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting party.

C. MATERIALS AND SUPPLIES - The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3.B. above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

D. RECORD KEEPING - The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency using format used or required by FEMA publications, including 44 CFR part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

E. PAYMENT - Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.I. or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

F. **PAYMENT BY OR THROUGH THE AGENCY:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available, and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten (10) days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the requesting party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an assisting party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency, and may be funded only to the extent of available funds.

SECTION 4. IMMUNITY

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such Local emergency declared by the Requesting Party is limited to seven (7) days. It may be extended, if necessary, in seven (7) day increments as specified in 33-15-17(d).

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one (1) year terms unless terminated upon sixty (60) days advance written notice by the participating government. Notice of such termination shall be made in writing and shall be served personally or by registered mail upon the Director, Mississippi Emergency Management Agency, Jackson, Mississippi, which shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be

effective until sixty (60) days after notice thereof has been set by the Director, Mississippi Emergency Management Agency to all other Participating Governments.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating government and upon proper execution hereof.

SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a participating government, under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a Requesting Party, pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA, upon a Presidential disaster declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of participating Governments with their Authorized Representative and contact information, and to provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year.

SECTION 9. SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and affect without regard to the section, portion, or subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreement, pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement and the parties wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

ATTEST:
CLERK OF THE BOARD

By: _____

Date: _____

BOARD OF SUPERVISORS

OF _____ MISSISSIPPI
(county)

By: _____
President

APPROVED AS TO FORM:
County Attorney

By: _____

ATTEST:
CITY CLERK

By: Carol Warren, Deputy

Date: December 9, 2002

CITY/TOWN OF Clinton
MISSISSIPPI

By: Rosemary L. Aultman
Title: Mayor

APPROVED AS TO FORM:
City Attorney

By: Ken Heber

STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: _____
Director

Date: _____

IN WITNESS WHEREOF, the parties named herein have duly executed this Agreement/Compact on the date set forth below:

ATTEST:
CITY CLERK

CITY/TOWN OF _____
MISSISSIPPI

By: _____

By: _____

Title: _____

APPROVED AS TO FORM:
City Attorney

Date: _____

By: _____

STATEWIDE MUTUAL AID COMPACT

EXHIBIT A

Date: _____

Name of Government: _____

Mailing Address: _____

City _____ MS Zip Code: _____

-Authorized Representative to Contact for Emergency Assistance-

Primary Representative:

Name: _____

Title: _____

Day Phone: (601) _____ Night Phone: (601) _____

Fax No: (601) _____ Pager No: (601) _____

1st Alternate Representative

Name: _____

Title: _____

Day Phone: (601) _____ Night Phone: (601) _____

Fax No: (601) _____ Pager No: (601) _____

2nd Alternate Representative

Name: _____

Title: _____

Day Phone: (601) _____ Night Phone: (601) _____

Fax No: (601) _____ Pager No: (601) _____

SUGGESTED RESOURCE CATEGORIES

For Completing Exhibit B

Mississippi Statewide Mutual Aid Compact (SMAC)

The following categories represent the general types of resources that would likely be overtaxed or in short supply during a local emergency or disaster. The possibilities of additional categories are limited to the extent of existing local resource capabilities.

Backhoes	Street Sweepers	Tractor trailers
Low Boy Trailers	Boats & motors	All Terrain Vehicles (ATVs)
Search & Rescue Teams	Search Dogs/Teams	Generators
Ambulances	Front End Loaders	Water trailers
Mobile Command Vehicles	Portable pumps	Bulldozers
Police cars	Dump trucks	Portable lighting
Rescue vehicles	Chippers	4-wheel drive vehicles
Fire Engines (types)	Chainsaws	Bucket trucks
Ladder trucks	Tracked hoes	Barricades
Folding cots	Portable feeding units	Road graders

Other information; such as, quantity, size, length, capacity, and as well as other pertinent specifications should be listed appropriately for each item. Any unique resources or capabilities should be listed also. For example, specialized hazardous materials response teams, dive teams, search / cadaver dogs, bomb disposal units, damage inspection teams, engineers, public assistance program specialists, or other personnel resources who possess specialized skills.

City Clerks and County Chancery Clerks are an excellent source for obtaining this information. Much of this data is maintained and inventoried as official property and properly marked as required by state law.

Each governmental entity compiling this data for the SMAC purposes should maintain a copy for their use and forward a copy to the Mississippi Emergency Management Agency for inclusion in the state computerized resource database.

APPENDIX A

REQUEST FOR ASSISTANCE (REQ-A)

MISSISSIPPI STATEWIDE MUTUAL ASSISTANCE COMPACT (SMAC)
MUTUAL AID REQUEST
FORM REQ-A, 1999

PART 1: TO BE COMPLETED BY THE REQUESTING STATE/CITY/COUNTY

Date: / /	Time: : Hrs (local)	From the state/city/county of:	
Contact Person		Telephone () -	Fax () -
To the State/City/County of:		Authorized Rep:	
Situation Requiring Assistance:			
Situation is: ☐ life threatening & requires immediate response. ☐ not life threatening, but resource shortages are critical.			
Type Assistance/Resources Needed (for more space, use Part 4 & attach):			
Date & Time Resources Needed:		Staging Area:	
Approximate Date/Time Resources Will Be Returned:			
Authorized Official's Name:		Authorized Official's Signature:	
Title:	Agency:	Mission No.:	

PART 2: TO BE COMPLETED BY ASSISTING CITY / COUNTY / STATE

Contact Person:	Telephone () -	Fax () -
Type of Assistance Available (for more space, use part 4 & attach):		
Date & Time Resources Available:	Staging Area:	
Approx. Daily Total Costs for Labor, Equipment & Materials: \$		
Transportation Costs from Home Base: \$	Return to Home Base: \$	
Logistics Required from Requesting State/City/County (for more space, use Part 4 & attach):		
Authorized Officials Name:		Title:
Authorized Official's Signature:		Agency:
Date: / /	Time: : Hrs (local)	Mission No:

PART 3: REQUESTING PARTY'S APPROVAL

Authorized Official's Name:	Signature:
Title:	Agency:
Date: 2000	Local Time:

[illegible]

APPENDIX B

REIMBURSEMENT

FORM R-2



STATE OF MISSISSIPPI
STATE MUTUAL AID COMPACT REIMBURSEMENT
FORM R-2



EVENT: _____

SUBMITTED TO THE REQUESTING STATE OF: _____ DATE: _____

BY THE ASSISTING STATE OF: _____ FORM W-9 ENCLOSED: _____ YES _____ NO

FOR SERVICES SPECIFIED IN REQ-A UNDER THE REQUESTING STATE MISSION NO: _____

COPIES OF RECEIPTS AND PAYMENT VOUCHERS FOR EACH CLAIM ARE ATTACHED: _____ YES _____ NO

PERSONNEL COSTS:

REGULAR TIME \$0.00

OVERTIME \$0.00

EMPLOYER SHARE OF FRINGE
BENEFITS \$0.00

TOTAL PERSONNEL COSTS \$0.00

TRAVEL COSTS:

AIR TRAVEL \$0.00

AUTO RENTAL / GAS/MILEAGE \$0.00

LODGING \$0.00

MEALS / TIPS \$0.00

GOVERNMENT VEHICLE COSTS \$0.00

TOTAL TRAVEL COSTS \$0.00

EQUIPMENT COSTS \$0.00

CONTRACTURAL COSTS \$0.00

COMMODITIES \$0.00

OTHER COSTS (EXPLAIN IN REMARKS) \$0.00

GRAND TOTAL \$0.00

REMARKS:

CERTIFIED AND AUTHORIZED

BY (Please Print/Type): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

THE AUTHORIZED OFFICIAL OF THE ASSISTING STATE CERTIFIES THAT THE TOTALS FOR EACH CATEGORY/CLAIM ARE EXACT COSTS EXPENDED BY THE ASSISTING STATE TO PERFORM THE SERVICES REQUESTED AS EXECUTED IN THE REQ-A. ALL ADDITIONAL SUPPORTING DOCUMENTATION NOT INCLUDED WITH THIS CLAIM WILL BE MAINTAINED BY THE ASSISTING STATE FOR A PERIOD OF THREE (3) YEARS FOLLOWING THE ABOVE DATE OF SUBMISSION AND MAY BE OBTAINED FOR AUDIT PURPOSES BY NOTIFYING THE ASSISTING STATE AUTHORIZED OFFICIAL NAMED HEREIN.

ATTACHMENT 5

REGIONAL RESPONSE TEAM PARTICIPATION

REGIONAL RESPONSE TEAM LOCATION: _____

DATE OF SUBMISSION: _____

NAME OF TEAM CHIEF: _____

[illegible]

100,000 Reimbursement

HINDS COUNTY BOARD OF
SUPERVISORS

AUG 19 2002

BOOK 0287 PAGE 682



DOMESTIC PREPAREDNESS COOPERATIVE AGREEMENT

HINDS COUNTY, MISSISSIPPI

AND

MISSISSIPPI EMERGENCY MANAGEMENT AGENCY



**DOMESTIC PREPAREDNESS
COOPERATIVE AGREEMENT (CA)**

HINDS COUNTY BOARD OF
SUPERVISORS

AUG 19 2002

BOOK 0287 PAGE 683

This Cooperative Agreement is entered into between the Mississippi Emergency Management Agency, hereto referred to as *Grantee*, and Hinds County, Mississippi, hereto referred to as *Subgrantee*.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize funding provided through the U. S. Department of Justice Grant for Fiscal Year 1999 to expand upon existing capabilities in order to develop the initial capacity within the State of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents. This initial effort will be accomplished through development of local hazardous materials teams into regional response teams (Attachment 1) by prioritizing and facilitating the delivery and use of federal financial assistance for the purchase of specialized equipment as identified in the published Office of Justice Programs (OJP) selected equipment list (SEL), and enabling Subgrantee to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within their assigned regional area, and in support of other Regional Response Teams (RRTs) within the State. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide rapid emergency response to a potential terrorism event anywhere within the State of Mississippi.

Article II. Scope of Work

The objectives and project outcomes to be accomplished during the performance period of this Cooperative Agreement will be in form of equipment selected from the approved Equipment List and in compliance with the State Domestic Preparedness Equipment Program Guidance and supportive of the priorities defined in the State Domestic Preparedness 3-Year Strategic Plan, and is attached to this Agreement as Attachment 3.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of execution and extend through February 28, 2003, or until such prior time as the funds appropriated to the State by the U. S. Department of Justice under the FY 1999 grant program have been depleted.

Article IV. Roles and Responsibilities

A. Local *Subgrantee*

1. The local *Subgrantee* shall be Hinds County desiring to develop or improve their ability to combat the affects of a terrorism event through the purchase of specialized equipment as identified in the published OJP selected equipment list.
2. The chief elected official of the *Subgrantee* City is the local official responsible for committing to the terms of this CA, budgeting local funds to purchase equipment, and for executing this CA on behalf of the *Subgrantee* jurisdiction.
3. The County Emergency Manager shall be the principle local official appointed by the *Subgrantee* public official as the Subgrantee Grant Administrator (SGA) for developing and attaching the CA scope of work to Attachment 3, obtaining project approval from respective local government officials, reporting, submitting applications to Grantee, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the *Subgrantee* to Grantee for repayment.

The name, contact information for the SGA and appointment by local official is shown on Attachment 2 of this Cooperative Agreement.

B. State *Grantee*

1. The *Grantee* shall be the Mississippi Emergency Management Agency acting on behalf of the State of Mississippi.
2. The Director of the Mississippi Emergency Management Agency (MEMA) is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The MEMA Executive Director, or the MEMA Deputy Director acting in the absence of the Executive Director, will exercise final approval authority of all *Subgrantee* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Grantee* administration.
3. The MEMA Terrorism Program Manager is designated the *Grantee* Point-of-Contact (POC) for assisting the *Subgrantee* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management as a representative on the Equipment Grant Application Committee of the State Homeland Security Commission.
4. The Equipment Grant Application Committee, an official component of the State Homeland Security Commission, will review all grant applications to ensure compliance with the State 3-Year Strategic Plan, OJP Guidance that

HINDS COUNTY BOARD OF
SUPERVISORS

AUG 19 2002

BOOK 0287 PAGE 684

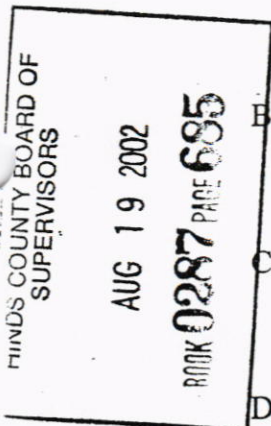
equipment to be purchased and reimbursed with grant funds has been selected from the Standardized Equipment List (Attachment 4) and forward final recommendations on all *Subgrantee* applications to the *Grantee* for approval.

Article V. Consideration and Method of Reimbursement

The *Grantee* POC will receive all *Subgrantee* applications and forward to the Grant Application Committee for consideration. Based on outcome of the review by the Committee, a recommendation will be forwarded to the MEMA Executive Director for action. The *Grantee* will notify the *Subgrantee* in writing when application has been approved and *Subgrantee* authorized to purchase equipment and be reimbursed pursuant to the terms of this CA.

When the *Subgrantee* has completed purchasing all the equipment selected from the approved Standardized Equipment List (SEL) listed in the grant application, the SGA will prepare and submit a Request for Reimbursement to the *Grantee* POC containing all appropriate supporting documentation to substantiate purchase(s) made in accordance with all applicable requirements. The *Grantee* POC will review the reimbursement package for completeness and forward to the *Grantee* Administration and Fiscal Bureau for payment.

- A. The *Grantee* will not be liable under this Agreement for any amount greater than the award allocated by the United States Department of Justice to the State for the grant performance period.
- B. No cost or obligation shall be incurred by the *Grantee* under this Agreement unless and until the *Grantee* advises the *Subgrantee* in writing that the equipment application has been approved and funds are available.
- C. Reimbursement will be made by the *Grantee* to the *Subgrantee* based on the application form submitted by the *Subgrantee* and submission of required documentation after equipment has been purchased by the *Subgrantee*.
- D. Reimbursement is contingent upon the purchases being made in accordance will all applicable local and state regulations and submission for reimbursement made in accordance with MEMA administration procedures.



Article VI. Maintenance, Replacement costs and Use of Equipment

Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of the State Strategic Plan and this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Subgrantee*.

Article VII. Nonperformance

Failure by the *Subgrantee* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant ~~fund~~ allocation balance, as determined by the *Grantee*.

Article VIII. Administrative Provisions

A. General

The *Grantee* and *Subgrantee* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established in the Mississippi Comprehensive Emergency Management Plan, Volume I (State Administrative Plan) and set forth in other applicable state and federal guides.

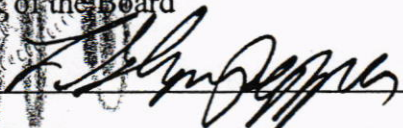
B. Reports

Subgrantee Request for Reimbursement and other required financial reports will be submitted to the *Grantee* along with a copy all receipt(s) or invoices showing that authorized equipment has been paid for in-full by *Subgrantee* and attached to an approved local grant application.

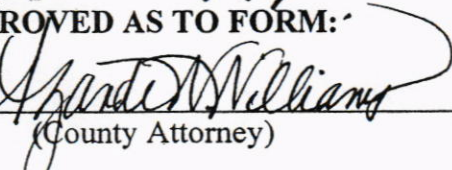
Article X. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

ATTEST:
Clerk of the Board

By: 

APPROVED AS TO FORM:

By: 

(County Attorney)

SUBGRANTEE: HINDS COUNTY, MS

By: 

Title: President, Hinds County Board of Supervisors

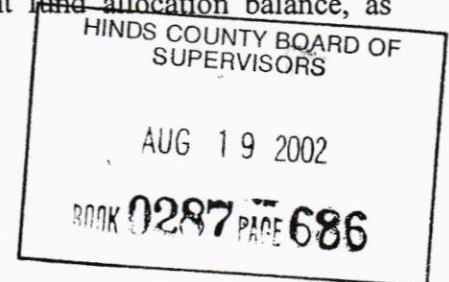
Date: 8-19-02

GRANTEE: STATE OF MISSISSIPPI
MISSISSIPPI EMERGENCY MANAGEMENT
AGENCY

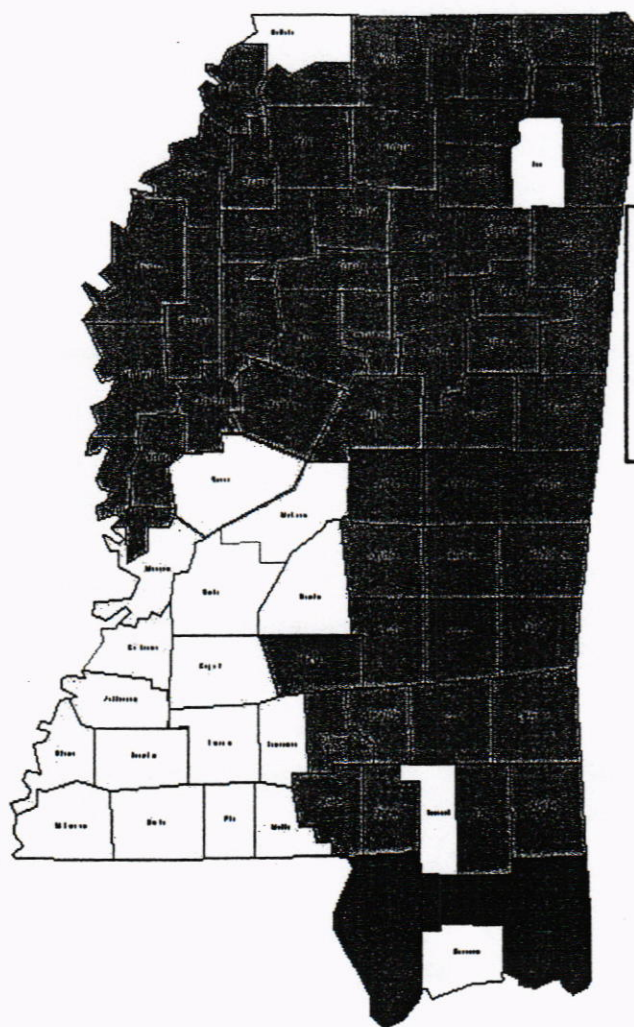
By: _____

Executive Director

Date: _____



Regional Response Teams (RRT) Area of Operations



BOOK 0287 PAGE 687

Regional Response Team Areas of Operation

AUG 19 2002

BOOK 0287 PAGE 688

ATTACHMENT 2

Designation of Subgrantee Grant Administrator (SGA)

The following person is officially appointed to represent Hinds County, Mississippi, as the Subgrantee Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the Subgrantee.

Name: Larry J. Fisher Title: Director of Emergency
(Subgrantee Grant Administrator) Management

Organization Name: Hinds County Emergency Management

Mailing Address: PO Box 22568

City: Jackson Zip Code: 39225-2568

Telephone Number: (601) 968 6771 Fax Number: (601) 385 9943

Cellular Number: (601) 942-7006 Pager Number: (601) 944 4340

Email Address: Larry J. Fisher @juno.com

Appointed by: George S. Smith
(Print Subgrantee Official's Name)

Date: 8/19/02

Signed: [Signature]
(Signature)

Title: President, Hinds County
Board of Supervisors

ATTACHMENT 3

Contains a narrative statement of the intended Scope of Work, objectives, and expected outcomes and listing of equipment from the Standardized Equipment List (SEL) to be acquired under the terms of this Cooperative Agreement

The authorized Equipment purchase lists for the Office of Domestic Preparedness (ODP) grants were derived from the Interagency Board (IAB) for Equipment Standardization and Interoperability. The IAB compiled the SEL on behalf of the National Domestic Preparedness Office (NDPO) to delineate the types of equipment necessary for terrorist incident response. Because the SEL also contains lists of general use and support equipment, as well as medical equipment, a narrower list was derived from the SEL to identify the specific types of specialized equipment authorized for purchase under the ODP Equipment Grant Program.

For ODP, State, county and municipal grantees, this specialized equipment fall into four distinct categories: 1) personal protective equipment (PPE); 2) chemical, biological, or radiological detection equipment; 3) decontamination equipment; and, 4) communications equipment.

For NLD grantee, the equipment purchased must be for training purposes and be limited to: 1) personal protective equipment (PPE); 2) chemical, biological, or radiological detection equipment; and, 3) decontamination equipment.

A cross-section of officials representing the Public Health Service (PHS), the Federal Emergency Management Agency (FEMA), the U. S. Department of Energy (DOE), the U. S. Department of Justice (OJP and FBI), and State and local hazardous materials experts assisted in the development of this authorized equipment purchase list and in identifying unallowable items.

HINDS COUNTY BOARD OF
SUPERVISORS

AUG 19 2002

BOOK 0287 PAGE 689

ATTACHMENT 4

FISCAL YEAR 1999 AUTHORIZED EQUIPMENT PURCHASE LIST

HINDS COUNTY BOARD OF
SUPERVISORS

AUG 19 2002

BOOK 0287 PAGE 690

OSLDPS State Domestic Preparedness Equipment Program Approved Equipment List - Sample Equipment Price Ranges

HINDS COUNTY BOARD OF
SUPERVISORS

AUG 19 2002

BOOK 0287 PAGE 691

1. Personal Protective Equipment (PPE)

Level A

Reusable or limited-use fully encapsulated chemical resistant suit ensemble (includes hood)	\$605 - \$4,500	Each
Gloves	\$5 - \$99	Pair
Reusable fully encapsulated training suits	\$181 - \$198	Each
Testing equipment for fully encapsulated suits	\$1,340 - \$1,500	Each
Closed circuit rebreather or open circuit self-contained breathing apparatus (SCBA) or supplied air breathing apparatus (SABA)		
SCBA	\$2,645 - \$3,255	Each
SABA ¹	\$7,100 - \$10,000	Each
Spare Cylinder	\$500 - \$1,000	Each
Repair Kit	\$15 - \$20	Each
Chemical resistant gloves, including thermal ²	\$32 - \$35	Pair
Personal Cooling System, vest or full suit with support equipment		
Vest	\$808 - \$831	Each
Full Suit	\$1,410 - \$1,451	Each
Chemical Resistant Boots; steel or fiberglass toe and shank	\$65 - \$71	Pair
Two-Way local in-suit communication	\$3,430 - \$6,000	Each
Personnel Accountability System to alert for downed personnel (Specific to SCBA use only)	\$190 - \$300	Each
HAZMAT gear bag ³	\$59 - \$87	Each

¹ Will support up to 4 people.

² Price is \$35 per pair for 1-5 pairs; \$32 per pair for 6 or more pairs.

³ Price varies depending on size of bag (24"x 4"x 6" - 35" x 14" x 16").

Level B

Hooded Chemical Resistant Clothing or Full Coverage Level B Suits (includes hood)	\$232 - \$492	Each
Gloves	\$26 - \$99	Pair
Closed circuit rebreather or open circuit SCBA or SABA		
Spare cylinders	\$2,645 - \$3,255	Each
Repair kits	\$500 - \$1,000	Each
	\$15 - \$20	Each
Full-face air purifying respirators with appropriate cartridges or positive pressure units.		
Respirators	\$74 - \$187	Each
Cartridges	\$19 - \$25	Each
Personal Cooling System; vest or full suit with support equipment		
Vest	\$808 - \$831	Each
Suit	\$1,410 - \$1,451	Each
Chemical Resistant Boots; steel or fiberglass toe and shank	\$62 - \$71	Pair
HAZMAT gear bag ⁴	\$59 - \$88	Each

Level C

Hooded chemical resistant clothing	\$47 - \$70	Each
Gloves	\$20 - \$99	Pair
Full Face Air Purifying Respirators with appropriate cartridges or positive pressure units		
Respirators	\$74 - \$187	Each
Cartridges	\$19 - \$25	Each
Personal Cooling System; vest or full suit with support equipment		
Vest	\$808 - \$831	Each
Suit	\$1,410 - \$1,451	Each
Chemical resistant boots; steel or fiberglass toe and shank	\$63- \$72	Pair

⁴ Price varies depending on size of bag (24"x 4"x 6" - 35" x 14" x 16").



HAZMAT gear bag ⁵	\$59 - \$88	Each
Emergency Escape Breathing Apparatus 10 minutes or longer. 10 minute escape apparatus	\$396 - \$500	Each

Level D

Escape mask for self-rescue	\$14 - \$20	Each
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2. Chemical, Biological, or Radiological Detection Equipment

Chemical and Radiological

M-8 Detection Paper for chemical agent detection (weapons-grade)	\$225 - \$350	Box ⁶
M-9 Detection Paper (roll) for chemical agent detection (weapons-grade)	\$51 - \$60	Roll
M-256 Detection Kit for chemical agent detection (weapons-grade)	\$182- \$400	Kit
M-256 training kit ⁷	\$286 - \$410	Kit
Hazard Categorizing (HAZCAT) kit	\$250 - \$400	Kit
Point Chemical Agent Detector and Alarm	\$6,333 - \$10,000	Each
Stand-Off Chemical Detector, FTIR (infrared)	\$9,000 - \$18,000	Each
Handheld chemical agent monitor With training set	\$6,900 - \$8,500	Each
Air and Liquid Detector Tube System	\$900 - \$1,500	Each
Colorimetric tube/chip kit with additional Tubes/chips	\$1,100 - \$3,200	Each
Multi-gas meter	\$1,875 - \$2,250	Each
Combustible gas indicator	\$1,887 - \$3,200	Each
Photo Ionization Detector (PID)	\$4,000 - \$7,000	Each

Price varies depending on size of bag (24"x 4"x 6" - 35" x 14" x 16").

⁶ 50 booklets per box.

⁷ Contains 12 strips per well; 8 wells per kit.



Flame Ionization Detector (FID)	\$6,850 - \$10,000	Each
Field Deployable Gas Chromatography/ Mass Spectrometer		
O2/nitrogen	\$16,975 - \$20,000	Each
Nitrogen only	\$19,975 - \$20,000	Each
Radiation-monitoring equipment ⁸ (Pancake probes and gigometer tubes)	\$480 - \$895	Each
Electronic Radiation Detection	\$280 - \$350	Each
Radiological dosage meter		
Dosimeter	\$100 - \$160	Each
Chargers	\$180 - \$250	Each
Pesticide-screening kit ⁹	\$240 - \$396	Kit
Gas Chromatograph/Mass Spectrometers	\$15,000 - \$20,000	Each

Biological

Specific Bioimmunoassay Test Kit (SMART Tickets)	\$75 - \$4,125 ¹⁰	Kit
Biological sampling kit with aerosol Collector reader	\$3,225 - \$6,000	Each
Tickets	\$90 - \$600	Each

3. Chemical, Biological, or Radiological Decontamination Equipment

Chemical

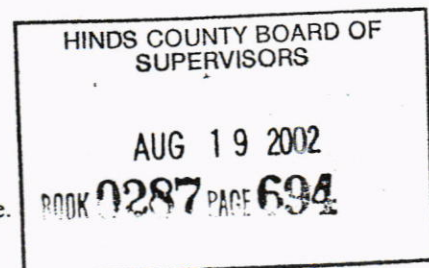
M-295 individual decontamination kit for Chemical warfare agents	\$71 - \$150	Each
Decontamination system for individual and mass application:		
Decontamination system supplies	\$ ¹¹	
Water bladder (500 gallon)	\$500 - \$800	Each

⁸ Price varies with manufacturer, model.

⁹ Price varies with manufacturer, model.

¹⁰ Price is dependent upon number and type of tickets purchased.

¹¹ This category is too broad to support the determination of a price range.



Decontamination shower waste collection ¹²	\$884 - \$1,124	Each
Trailer (Multi-water Source)	\$20,000 - 100,000+ ¹³	Each
Prime mover	\$ ¹⁴	
Emergency decontamination shelter ¹⁵	\$599 - \$8,000	Each
Reusable decontamination litter/roller system	\$300 - \$500	Each
Reusable extraction litters (roll-able)	\$174 - \$274	Each
Cadaver bags (Colored/nonviewable) (CDC standard/nonpermeable and NBC Compatible)	\$75 - \$100	Each
Transportation and shipping containers for contaminated clothing and equipment ¹⁶	\$76 - \$1,252	Each

Biological

High Efficiency Particulate Attractor (HEPA) dry decontamination vacuum	\$3,000 - \$3,200	Each
--	-------------------	------

Medical

2 Pam Chloride	\$15 - \$20	Each
Atropine 2mg/ml, 25ml vial	\$2 - \$3	Each
Atropine Auto Injector	\$14 - \$20	Each
CANA Auto Injectors	\$20 - \$426	Each
Auto vent 3000 pediatric and adult multi-gang/port Oxylator/ventilators	\$2,600 - \$3,000	Each
Adult, Child, and Infant Masks	\$95 - \$110	Case ¹⁷

¹² 5' x 5' with a height max of 8'6". The catch basin capacity is 185 gal.

¹³ This price range is nearly meaningless. Cost will be determined by source (i.e., commercial manufacturer vs. local fabrication) and sophistication of system.

¹⁴ Ibid.

¹⁵ Shelter sizes range from 6' x 10' to 10' x 18'. Some shelters are equipped with propane air and water heaters, generators for lighting, and inflation pumps. Price will depend upon the size and complexity of the shelter sought.

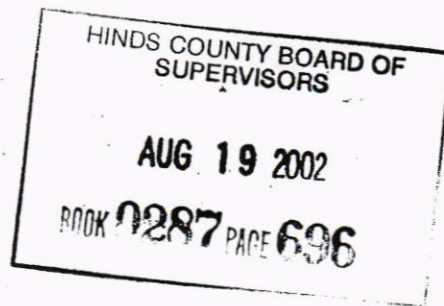
¹⁶ Price is dependent upon the size of containers from 50 gal. to 600 gal.

¹⁷ 50 masks per case.

Nasopharyngeal Airway 4, 5, 6, 7, and 8mm	\$1 - \$3	Each
Oropharyngeal Airway 50, 60, 70, 80, 90, and 100mm	\$30 - \$35	Box ¹⁸
Oxygen cylinder super D	\$75 - \$200	Each
Oxygen mask with tubing	\$99 - \$130	Case ¹⁹
Oxygen tank regulator	\$80 - \$200	Each

4. Communication Equipment

Multi-channel (UHF/VHF) encrypted radios w/charges and two extra batteries and accessories and trickle chargers with field programming capability.	\$1,200 - \$2,500 ²⁰	Each
In-Suit or hand-held communication systems for long-range/two way, encrypted, voice, video, and data transmission, capable of cross-band repeat.	\$3,500 - \$5,000 ²¹	Each
Computer systems designed for use in an integrated system to assist with detection and communication efforts.	\$10,000 - \$20,000 ²²	Each
Personnel Accountability System to alert for downed personnel (Specific to SCBA use only)	\$190 - \$300	Each



¹⁸ 6 airways per box.

¹⁹ 3 masks per case.

²⁰ Price dependent upon capabilities and options ordered.

²¹ Ibid.

²² Price dependent upon capabilities and encryption devices ordered.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: December 3, 2002 _____

AGENDA ITEM NO. 11

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO: _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: Resolution Authorizing and Approving Execution of an Equipment Lease-Purchase

Agreement with First Continental Leasing for 10 New Police Cars

Introduced by: _____

BOARD ACTION: _____

MOTION MADE BY: Touchton

SECONDED BY: Brantley

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.

FIRST CONTINENTAL LEASING

a division of BancorpSouth Bank

P. O. Box 15097

Hattiesburg, MS 39404-5097

601-544-3252 - 800-222-1610 - FAX 800-322-1611

October 1, 2002

RECEIVED
OCT 01 2002
CITY OF CLINTON

Sent via: Fax No: 601-925-4605 to:

Ms Carol Warren
City of Clinton, Mississippi
PO Box 156
Clinton, MS 39060

Dear Ms Warren:

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: First Continental Leasing, a
division of BancorpSouth Bank
2. Lessee: City of Clinton, Mississippi
3. Equipment Description Ten (10) police cars
4. Equipment Cost: ~~\$196,000.00~~ 193,048.00
5. Lease Term: 3 years
6. Lease Payments: (These are approximate payment amounts. The actual
payment will be determined at funding date.)

36 payments @ \$5,751.02
Payments in Arrears
7. Lease Rate: 3.69% 4.60
8. Funding Date: This proposal is contingent upon the equipment being
delivered and the lease funded prior to December 30,
2002. If the equipment is not delivered and the lease
funded prior to December 30, 2002, this proposal is
null and void. Any extension of the funding date must
be in writing.

9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.

10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.

11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt.

12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.

13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.

14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.

15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to First Continental Leasing. **The proposal is subject to approval by First Continental Leasing's Credit Committee and to mutually acceptable terms, conditions and documentation.**

This proposal expires as of the close of business on October 15, 2002. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to either me or Joyce Dortch at 1-800-222-1610.

Sincerely,

Bob Lee
Bob Lee
Municipal Finance Manager

ACCEPTANCE

City of Clinton, Mississippi

By: *Rosemary A. Auetman* Date: *10/17/02*



Ford Motor Credit Company

The American Road
P.O. Box 1739
Dearborn, Michigan 48121-1739
October 14, 2002

Mr. Mike Warren
City of Clinton

Re: Ford Municipal Finance Program - Quotation for City of Clinton, MS Bid Number: 27666

Please review the following information. Rates and payment factors are applicable for total amounts funded from \$150,000 - \$299,999. The quote is good until 01/31/2003. This finance proposal applies to:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
8	2003 Ford Crown Victoria	\$154,544.00
2	2003 Ford Crown Victoria	\$38,504.00

<u>(Range)</u>	<u>Number of</u>	<u>Payment Timing</u>	<u>A.P.R.</u>	<u>Payment Factor</u>	<u>Payment Amount</u>
<u>Total Amount Funded</u> (\$150,000 - \$299,999)	<u>Payments</u>				
\$193,048.00	36	MONTHLY in Advance	4.80%	0.029762	\$5,745.49

not true AIPR quote

4.53

* To calculate Payment Amount, multiply Total Amount Funded by the Payment Factor.

The Ford Municipal lease-purchase finance plan requires no security deposit, has no prepayment penalty, no mileage penalty, nor hidden fees. The program is non-recourse to the dealer, the same as a cash sale from the dealer to the municipal customer. At inception, the new equipment title/registration indicates the municipality as Registered Owner, and designates Ford Motor Credit Company, P.O. Box 1739, Dearborn, MI 48121-1739, as First Lienholder. At term end, the municipality buys the equipment for \$1. The municipality, as Owner of record, is eligible for Ford Governmental Price Concessions or other discounts, to reduce product cost.

Please note: Ford Credit's financing is subject to:

- 1) Review and approval of the Municipality's two most recent audited financial statements if requested.
- 2) Mutually acceptable documentation

Please contact me as soon as possible if it is decided to go forward. Credit applications will be sent right away.

If you need additional information, please contact me at 1-800-241-4199, press 1. Thank you for your interest in Ford municipal financing.

Sincerely,

Jesse Widmayer
Jesse Widmayer
Marketing Coordinator

CITY OF CLINTON AGENDA ITEM FACT SHEETBoard Meeting Date: December 3, 2002Agenda Item No. 12

Consent Agenda:

To:

For:

Account No.

Discussion/Action: Final Plat Approval – Woodchase Park

Introduced by: Richard Broome

Telephone No. 924-5462

Exhibits for Review:

Minutes: _____

Invoice: _____

Other: _____

Ordinance: _____

Plans, Maps: X

Resolution: _____

Contract: _____

Recommendation:

Board Action:Motion made by: GreerSeconded by: BrabhamVote 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

BOARD MEETING DATE: December 3, 2002

AGENDA ITEM NO. 13

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO: _____

INTRODUCED BY: _____

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: Appointments of: (a) Municipal Judge and (b) Public Defender

Danen LaMarca

Introduced by: Mayor Aultman

BOARD ACTION: _____

MOTION MADE BY: Touchton

SECONDED BY: Brantley

VOTE CAST: _____ "AYE" "NAY" ACTION TAKEN: _____

Brabham	<u>/</u>	_____	_____
Hisaw	<u>/</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 PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.