

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, JULY 2, 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 Brantley followed by the Pledge of Allegiance to the Flag led by Alderman Fisher.

ROLL CALL - City Clerk Wayne Derrick

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

APPROVAL OF AGENDA ITEMS A-O

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

APPROVAL OF PRELIMINARY SUBDIVISION PLAT FOR ASHFORD ACRES

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve the preliminary subdivision plat for Ashford Acres, located on Springridge Road. The Planning & Zoning Commission recommended approval with no opposition. A copy of the plat is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PRELIMINARY SITE PLAN FOR BIZZELL'S MARBLE COMPANY, INC.

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Brantley to approve the preliminary site plan for Bizzell's Marble Company, Inc., to be located at 1227 Springridge Road. The Planning & Zoning Commission recommended approval with no opposition. A copy of the site plan is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PRELIMINARY SITE PLAN FOR PARKWAY CENTER

Upon recommendation by Gary Ward, Zoning Administrator, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Fisher to approve the preliminary site plan for Parkway Center, to be located on Clinton Parkway. The Planning & Zoning Commission recommended approval with no opposition. A copy of the site plan is on file with the Zoning Administrator. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF PAYMENT OF SALARY TO ALDERMAN HERB TOUCHTON

MOTION made by Alderman Brabham and **SECONDED** by Alderman Lott to approve the payment of salary to Alderman Touchton effective July 1, 2002. His annual compensation will approximate 25% of the salary used by the Mississippi Personnel Retirement System in the determination of his annual benefit at the time of his retirement from State service. Said allowable salary was authorized by the Mississippi Legislature and was effective July 1, 2002. **MOTION CARRIED UNANIMOUSLY** Alderman Touchton left the meeting at 7:15 p.m. and returned at 7:20 p.m. and did not vote on this matter.

AWARD OF CONTRACT FOR THE CONSTRUCTION OF TRACEWAY PARK MAINTENANCE FACILITY TO R.E. PIERCE CONSTRUCTION COMPANY, INC.

Upon recommendation by Michael Taggart, Parks and Recreation Director, **MOTION** made by Alderman Brantley and **SECONDED** by Alderman Fisher to award the contract for the construction of the Traceway Maintenance Facility to R.E. Pierce Construction Company, Inc. in the amount of \$37,000, said price being the lowest and best bid. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF LEASE AGREEMENT WITH THE CLINTON PUBLIC SCHOOL DISTRICT FOR LAND LOCATED ON SPRINGRIDGE ROAD

Upon recommendation by Michael Taggart, Parks and Recreation Director, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to authorize Mayor Rosemary Aultman to execute a one-year lease agreement with Clinton Public School District. Said agreement is to begin May 1, 2002 with rental of \$525. Subject leased property is to be sub-leased to the Clinton Optimist Club which currently operates a BMX track thereon. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF BID ON TWO BULLARD THERMAL IMAGING SYSTEMS FROM SUNBELT FIRE, INC.

Upon recommendation by Darrel McQuirter, Fire Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Brantley to accept the bid to Sunbelt Fire, Inc. for two B & W Thermal Imaging Systems in the amount of \$12,665 each as the lowest and best bid. Tupelo Fire's bid was not considered because their bid did not meet the required specifications. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF RESOLUTION ON CIVIL JUSTICE REFORM

Upon recommendation by Mayor Aultman, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve Resolution requesting the Governor and State Legislature to initiate, institute and enact reform within and to our State Judicial System with Respect to Civil Justice Reform, in general, and specifically Reform with Respect to (I) "Forum or Venue Shopping" (II) Placing a Cap on Punitive Damage Jury Awards, and (III) Medical Malpractice Litigation, and other related purposes. A copy of the Resolution is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:30 P.M.

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

APPROVED: _____

Rosemary G. Aultman, Mayor

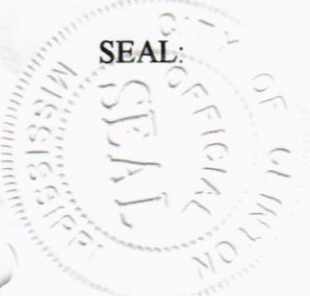
Date

ATTEST: _____

Wayne Derrick, City Clerk

Date

SEAL:



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 2, 2002

AGENDA ITEM NO. 7.a

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO. _____

DISCUSSION/ACTION: Ashford Acres (Springridge Road)

Preliminary Subdivision Plat

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes _____ Invoice _____ Other _____

Ordinance _____ Plans, Maps _____

Resolution _____ Contract _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION: _____ MOTION MADE BY: Touchton

SECONDED BY: Lott

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

Brabham _____

Hisaw _____

Greer _____

Brantley _____

Fisher _____

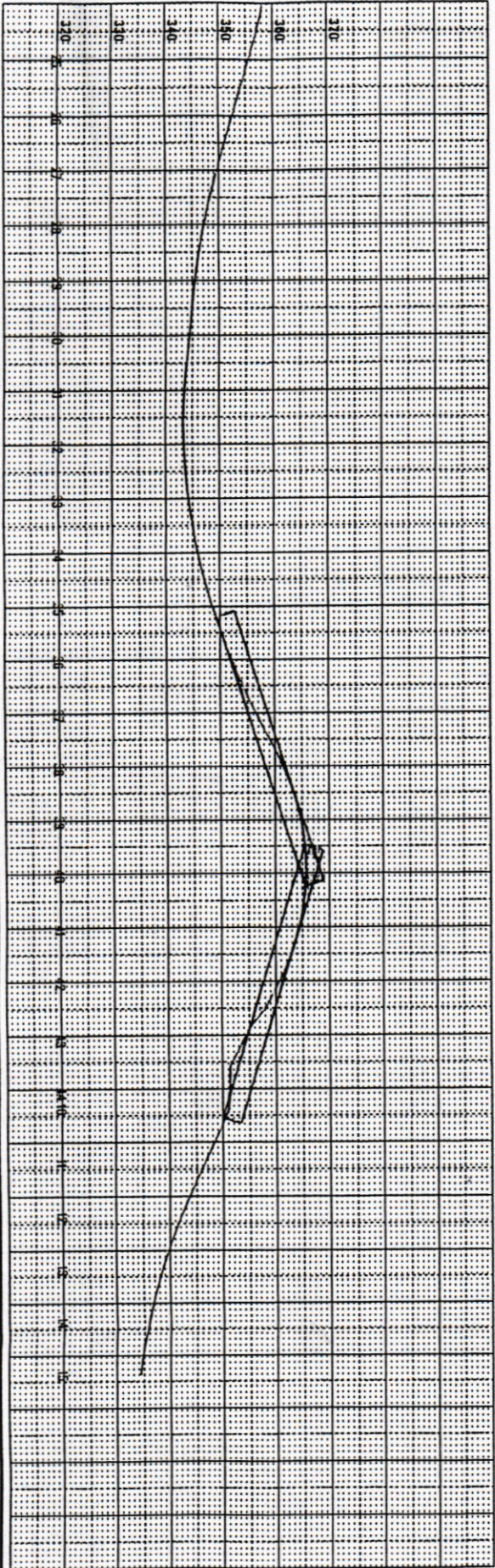
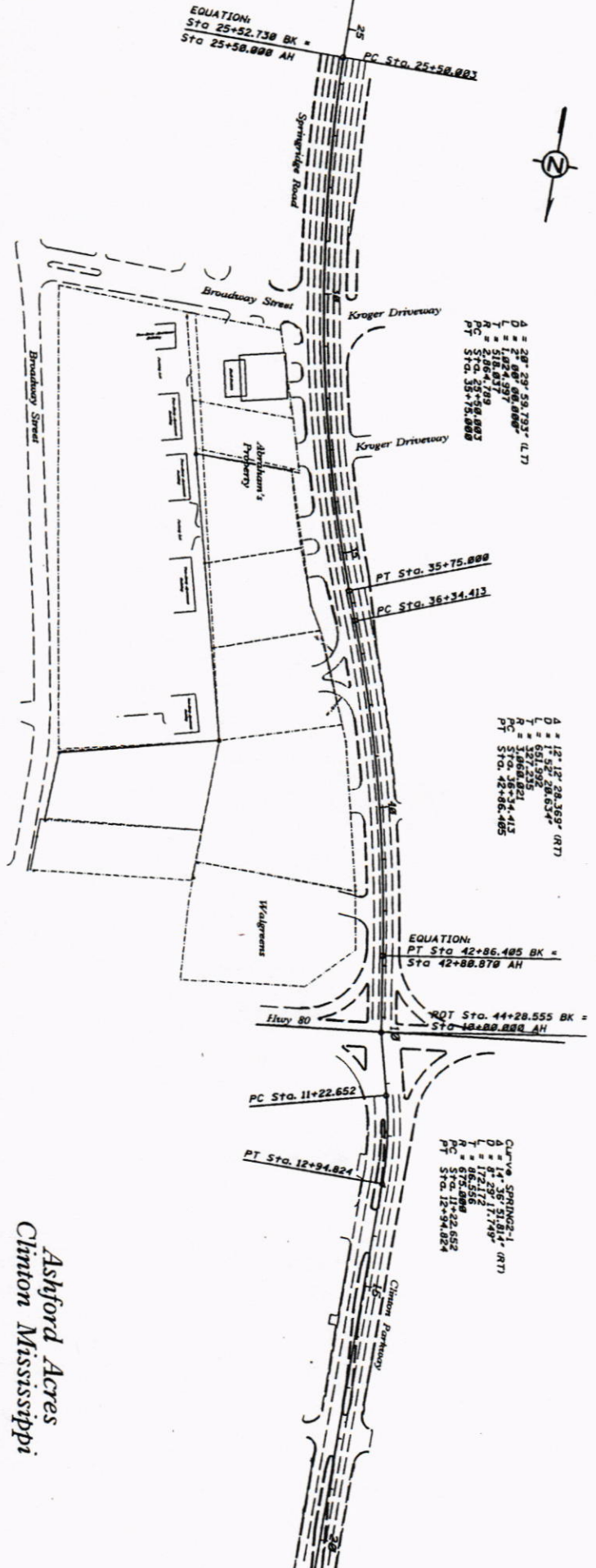
Touchton _____

Lott _____

Mayor Aultman _____

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



Ashford Acres
Clinton Mississippi

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 2, 2002

AGENDA ITEM NO. 7.6

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO. _____

DISCUSSION/ACTION: Bizzell's Marble (1227 Springridge Road)

Preliminary Site Plan

INTRODUCED BY: Gary Ward TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION: _____ MOTION MADE BY: Brabham

SECONDED BY: Brantley

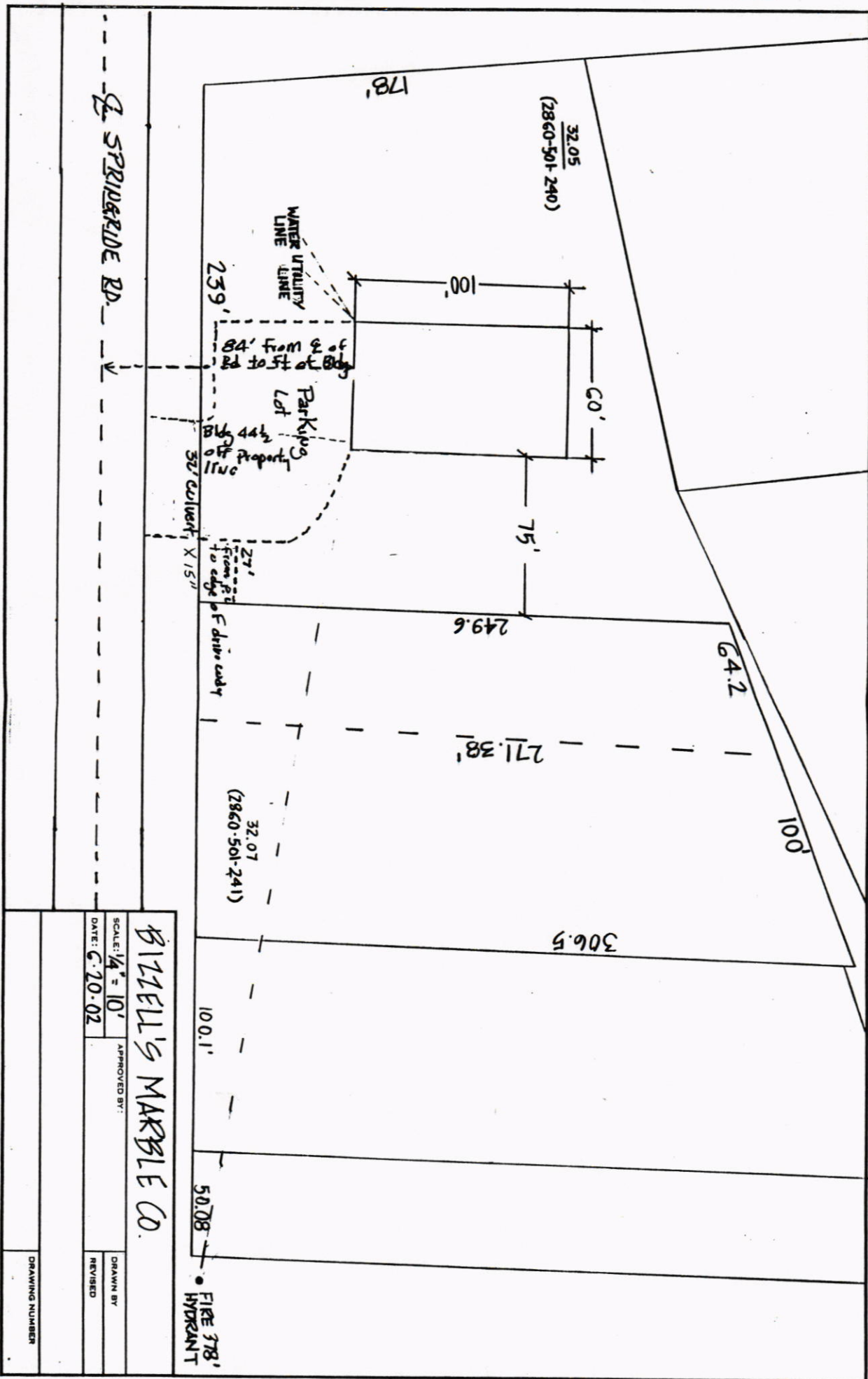
VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
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Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____

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

BOARD APPROVED



BIZELL'S MARBLE CO.

SCALE: 1/4" = 10'

DATE: C-20-02

APPROVED BY:

DRAWN BY:

REVISOR

DRAWING NUMBER

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 2, 2002

AGENDA ITEM NO. 7.C

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO. _____

DISCUSSION/ACTION: Parkway Center (Clinton Parkway)

Preliminary Site Plan

INTRODUCED BY: Gary Ward TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION: _____ MOTION MADE BY: Greer

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

PLANNING AND ZONING COMMISSION

Clinton, Mississippi

Tuesday, June 25, 2002

Public Hearing - 7:00 P.M.

Municipal Courtroom

305 Monroe Street

Minutes

Present: Commission members Jim Martin, Gayle Albritton, Bettye King, Kathy Peace and city officials Gary Ward (Zoning Administrator) and Bert Kurykendall (Assistant City Engineer).

I. Call to Order

Co-Chairman Bettye King called the meeting to order at 7:00 p.m.

II. Consideration and approval of May 28, 2002 minutes

MOTION was made by Kathy Peace to accept the Minutes of the May 29, 2002 meeting. SECOND by Gayle Albritton. MOTION carried, none opposed.

III. Considerations from previous meetings

There were no considerations from previous meetings.

IV. New Considerations

1. Parkway Center (Clinton Parkway)

a. Preliminary Site Plan

Representatives: Keith Findley, Mike Peters

Gary Ward introduced this consideration by stating that Parkway Center will be a 44,000 square foot strip shopping center located on the east side of the Parkway, just south of Cynthia Street. This area is zoned C-2 and this type of business is a permitted use.

Mike Peters, Peters Real Estate, added the center will house small retail businesses (i.e. The Cupboard) and restaurants (i.e. Swensen's). There will be three separate buildings that will be tied together with awnings, which will give the appearance of one building.

A public hearing was held.

Residents of the Kentwood Subdivision were present to voice their concerns.

Gertha Henderson, 909 Cedar Hill Dr, : (1) Type of businesses that would be in the Parkway Center. She had heard that a grocery store (Winn-Dixie). (2) What would be between Parkway Center and Kentwood Subdivision. (3) If this development would decrease her property values, as she had been told.

Wayne Johnston, 1001 Cedar Hill Dr: (1) Drainage (2) Construction begin date

Mary Lynda Brown, 911 Cedar Hill Dr: (1) Type of fencing (2) How much of the wooded area would be removed (3) Drainage (4) Lighting

Mike Peters addressed each of these concerns:

- (1) He stated again that only small retail businesses and restaurants would be tenants.
- (2) As required by the City of Clinton's Zoning Ordinance (Section 1503.04 (c)), a six-foot solid (plank-to-plank) fence will be installed. There will be a service drive between the fence and the shopping center. This area is where the dumpsters will be located. To help with the screening, the ditch and trees on that side will be left alone.
- (3) There will be underground piping installed that will be large enough to handle the water flow. It will be directed to a retention pond. This will be in addition to the ditch. The wooded area that the ditch currently overflows into will not be touched.
- (4) As far as the development causing a decrease in property values, Mr. Peters stated that he couldn't say one way or the other, but did not see the development affecting the property values.
- (5) The lighting in the front of the shopping center will be directed in a way as to not bother the subdivision.
- (6) Construction should begin around August 1, 2002 with a completion date of Spring 2003.

Ms. Brown asked about a traffic signal at the intersection of Cynthia Street and Parkway. Bert Kurykendall, Assistant City Engineer, answered that a traffic study has been done by Neel-Shaffer. It is possible that in the far future a traffic signal could be installed at this intersection. There are other measures that are being looked into to help with this intersection.

Bettye King asked Gary if all department heads had reviewed and approved this preliminary site plan. He replied that all had reviewed but there are still some issues that need to be addressed and the architect/contractor is aware of these and is working on correcting them.

A MOTION was made by Kathy Peace to recommend to the Mayor and Board of Aldermen to approve the preliminary site plan for Parkway Center located on the Clinton Parkway contingent upon approval from all department heads. SECOND by Jim Martin. MOTION carried unanimously, none opposed.

2. Bizzell's Marble (1227 Springridge Road)

a. Preliminary Site Plan

Representatives present: Namon and Brenda Bizzell

Gary Ward briefed the commission on the preliminary site plan for Bizzell's Marble. Bizzell's Marble is located on the west side of Springridge Road. They want to build a 6,000 square foot building that will be used for offices, showroom, and storage. This area is zoned C-2. This type of business is a permitted use for C-2.

Namon Bizzell added that they have been in Clinton since 1997 and have expanded once. They will be providing additional services therefore additional space is needed.

Jim Martin asked about the type of materials that the building will be constructed of. Mr. Bizzell replied that it will be a metal building with a decorative front, such as stone or brick.

A MOTION was made by Gayle Albritton to recommend to the Mayor and Board of Aldermen that the preliminary site plan for Bizzell's Marble located at 1227 Springridge Road be approved. SECOND by Jim Martin. MOTION carried unanimously, none opposed.

4. Ashford Acres (Springridge Road)

a. Preliminary Subdivision Plat

Representative present: Ed Labrano, Attorney for the Reeds, Mark Bailey, Transportation Department Manager, Neel-Schaffer

Gary Ward stated that Ashford Acres is on the east side of Springridge Road, south of Highway 80. This property is zoned C-2. The Ashford's are requesting approval of a preliminary subdivision plat. As the lots are sold, each individual buyer will be required to come before the Planning and Zoning Commission for a site plan approval.

The attorney representing the Ashford's stated that this was the second time for this project to come before the planning and zoning commission. The first time there were concerns with the curb cuts and traffic flow in this area of Springridge Road. Since that meeting, the owners have retained the services of an engineering firm, Neel-Schaffer, to address these concerns.

Mark Bailey stated that the concerns of the city engineer, planning and zoning commission, and Mayor and Board of Aldermen as well as MDOT have all been addressed. Mr. Bailey stated that he used a profile of Springridge Road along with the posted speed limit to determine where curb cuts could safely made. Mr. Bailey continued with the explanation of this determination.

Jim Martin asked what has changed from the previous submitted plan. Mr. Bailey replied that the profile of the road dictates access because of safe site distance.

Gayle Albritton asked if the traffic light timing was reviewed in the study. Mr. Bailey answered that signal lights are used for traffic direction at intersections, not for speed control.

Bettye King asked if ingress and egress is either north or south onto Springridge Road. Mr. Bailey replied that statement was correct.

A MOTION was made by Kathy Peace to recommend approval to the Mayor and Board of Aldermen for the preliminary subdivision plat for Ashford Acres located on Springridge Road. SECOND by Gayle Albritton. MOTION carried unanimously, none opposed.

V. Other Business

There was no other business to be discussed.

VI. Confirmation of next meeting

Confirmation of the next Planning and Zoning Commission Meeting to be held on July 23, 2002 at 7:00 P.M. with the Informational Meeting set for 6:30 P.M.

VII. Adjournment

MOTION to adjourn was made by Gayle Albritton. SECOND by Kathy Peace. MOTION carried unanimously, none opposed.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: 7/2/02

Agenda Item No. 8

Consent Agenda:\$ For:	To: Account No:
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Discussion/Action: Herbert Touchton returns to payroll due to Legislation effective 7/1/02. He is to receive 25% of his average retirement compensation plus benefits. Introduced by: Mayor Rosemary Aultman
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Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: Brabham
Seconded by: Hisaw Lott

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	☒	☐	
Hisaw	☒	☐	
Greer	☒	☐	
Brantley	☒	☐	
Fisher	☒	☐	
Touchton	☒	☐	
Lott	<u>aye</u>	☐	<u>Alderman Touchton left the hall at 7:15 + returned at 7:30 pm. He did not vote</u>
Mayor Aultman	☐	☐	

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

HB 1053 Amends §21-29-247, Mississippi Code of 1972, to provide cost-of-living increases for retired firemen and policemen in certain municipalities. *Effective from and after March 1, 2002.*

HB 1075 Amends §§27-31-51, 27-31-55, 27-31-57 and 27-31-59, Mississippi Code of 1972, to transfer the administration of laws governing free port warehouses from the State Tax Commission to local governing authorities. This bill also provides that free port warehouse permits shall be issued by the governing authorities of the municipality in which the warehouse is located, that the inventory of all personal property consigned or transferred to such warehouse shall be filed with the tax assessor of the taxing jurisdiction in which the warehouse is located, that such inventory shall be filed with the tax assessor by not later than March 31 of each year, gives to tax assessors the powers necessary to administer the laws governing free port warehouses, and provides that the free port warehouse license fee (\$10) shall be paid to the appropriate local governing authority. *Effective from and after July 1, 2002.*

HB 1077 Amends §49-17-29, Mississippi Code of 1972, to provide that the MS Public Utilities Staff make an economic viability determination on new wastewater systems and certify same to the Department of Environmental Quality. A "new" wastewater system is a permit applicant for a new outlet for the discharge of wastes into the waters of the state who is required to obtain a certificate of public convenience and necessity from the Public Service Commission. *Effective from and after July 1, 2002.*

HB 1129 Provides that for the purpose of defraying the costs of collection, the State Tax Commission (STC) may retain 3% of proceeds collected from a tax levied under authority of a local and private law of the state. *Effective from and after its passage.*

HB 1148 Among its many technical amendments, this bill amends §25-11-127, Mississippi Code of 1972, to provide that PERS retirees who hold elected office may choose to receive 100% of their retirement allowance, certain expenses and that portion of their salary which will not exceed 25% of their retirement allowance each year. *Section 1 of this act shall take effect and be in force from and after its passage. The remainder of this act shall take effect and be in force from and after July 1, 2002.*

HB 1266 Amends §57-10-255, Mississippi Code of 1972, to provide that certain ad valorem tax exemptions under the MS Business Financing Act must be approved by the appropriate local taxing authority before becoming effective. *Effective from and after July 1, 2002.*

HB 1386 Creates a new §25-11-143, Mississippi Code of 1972, to require the board of trustees of the public employees' retirement system (PERS) to design a plan of health insurance for all current and future retirees. It will be implemented after the board determines that the employer's contribution rate to the retirement system can be reduced by one percent without causing the unfunded liability period for the retirement system to exceed twenty years (this is expected to be in about three years). The plan shall initially have benefits equivalent to those in the state and school employees health insurance plan, but does allow modification as necessary. PERS shall subsidize a portion (up to 60%, depending on years of service) of the cost of providing the health insurance plan to retirees and pay for the amount of subsidy. Each employer shall pay monthly an amount equal to 2.5% of the total payroll of the employer attributable to PERS. It amends §25-11-123, to direct the board to reduce the employer's contribution rate to the retirement system by 1% after the board determines that the employer's contribution rate can be reduced by that amount without causing the unfunded liability period for the retirement system to exceed twenty years. *Effective from and after July 1, 2002.*

HB 1445 Authorizes the executive committee of a county or municipality in primary elections and the commissioners of election of a county or municipality in other elections to appoint not more than two students at each precinct to serve as student interns during elections. It is also to set certain minimum qualifications for such interns, and to provide for the duties of such interns. This bill also requires student interns to receive certain training. *Effective and in force from and after the date it is effectuated under Section 5 of the Voting Rights Act of 1965, as amended and extended.*

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 2, 2002

AGENDA ITEM NO. 9

CONSENT AGENDA: _____ TO: _____

FOR: _____

ACCT. NO. _____

DISCUSSION/ACTION: _____

Approval for bid on Maintenance Facility at Traceway Park

INTRODUCED BY: Michael E. Taggart TELEPHONE: 601-924-6082

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: _____

BOARD ACTION: _____ MOTION MADE BY: _____

SECONDED BY: _____

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

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

Mayor Aultman _____

*Bid awarded to
RE Pierce Construction
Co., Inc.
Brantley
Fisher*

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BOARD APPROVED

BID OPENING REPORT

Project: Traceway Park Maintenance Facility

Bid Date: June 3, 2002

Owner: City of Clinton

Location: City Hall
300 Jefferson St.
Clinton, MS 39056

BIDDER	C.O.R. #	BID BOND	BASE BID
R.E. Pierce Const. Co., Inc. 22 Bastille Street Brandon, MS 39047	#12910	5% Fidelity and Guaranty Ins. Co.	\$ 37,000.00
Contractor Service of MS, Inc. P.O. Box 10783 Jackson, MS 39209	#05785		\$ 42,877.00
Building Services 340 Distribution Drive Madison, MS 39110	#4550	5% Merchants Bonding Company	\$ 43,400.00
DePriest Torrance Construction P.O. Box 4 Clinton, MS 39056	#13101	5% RLI Insurance Company	\$ 44,900.00
Wilkinson Construction, Inc. P.O. Box 1156 Ridgeland, MS 39158	#08825		\$ 54,100.00
Construction Management/Design, Inc. 121 Lake Hollow Blvd. Clinton, MS 39056			\$ 54,950.00

The above bid amounts have not been checked.
The bid totals are subject to correction after the bids have been completely reviewed.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 2, 2002

AGENDA ITEM NO. 10

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO. _____

DISCUSSION/ACTION: _____

Approval of Section 16 land occupied by BMX Track on Springridge Road

INTRODUCED BY: Michael E. Taggart TELEPHONE: 601-924-6082

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: _____

BOARD ACTION: _____ MOTION MADE BY: Touchton

SECONDED BY: Lott

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
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.

INDEXING INSTRUCTIONS: SW 1/4, Section 32, Township 6 North, Range 1 West

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into by and between the Board of Trustees of the Clinton Public School District (Trustees) and the City of Clinton, Mississippi (Clinton) for the lease by the Trustees of certain lands to the City for recreational purposes; to-wit:

- 1. For and in consideration of the sum of Five Hundred, twenty five and No/100 Dollars (\$525.00) and other valuable consideration herein recited the Trustees do hereby lease and let unto the City the following described lands in the First Judicial District of Hinds County, Mississippi; to-wit:**

A parcel of land situated in the South ½ of Section 32, T6N, R1W, Hinds County, Mississippi, and being more particularly described as follows: From the intersection of the East right of way line of Springridge Road with the line between the North ½ and the South 1/2 of Section 32, T6N, R1W; then South 1 degree 45 minutes 30 seconds West along the East right of way line of Springridge Road for a distance of 1410.0 feet to the tree POINT OF BEGINNING of the property herein described; thence South 89 degrees, 40 minutes East for a distance of 1320.0 feet; thence South 1 degree 45 minutes 30 seconds West for a distance of 390.0 feet; thence North 89 degrees 40 minutes West for a distance of 1320.0 feet to the East right of way line of Springridge Road; thence North 1 degree 45 minutes 30 seconds East along the East right of way of Springridge Road for a distance of 390.0 feet to the POINT OF BEGINNING, containing 12 acres, more or less.

- 2. The lease rental shall be paid with the execution of this lease. This lease acknowledges and ratifies a continuing occupancy of the tract of land herein described by Lessee and/or its assigns under lease heretofore entered into by and between the parties on September 13, 1994 and expiring on the 30th day of April, 1996 and the extension and**

(\$1,000,000.00) to insure the operation and/or operators of the recreational facility herein described against loss as described; and, further Lessee shall require said club or association to designate the Clinton Public School District and its Board of Trustees as added insured parties thereby in furtherance of its agreement to hold said Trustees and the Clinton Public School District harmless from loss and expenses as aforesaid.

4. It is covenanted understood that the use of motorized bicycles, tricycles and/or other equipment or vehicles upon the recreational facilities; except in the ordinary course of construction, repair and/or maintenance of said facility by the City or its sub-lessee, their agents, servants and employees; shall be expressly prohibited; and, that in the event of occurrence or the use of said leased premises by Lessee and/or its assigns in a manner prohibited or not expressly herein authorized, at the option of said Trustees, this lease shall be terminated and all rentals forfeited.
5. It is covenanted and agreed that the City and/or its sub-lessee shall at the expiration of this lease cause the leased premises to be returned to and placed in the condition it is as of the date of the execution of this lease in that such facilities and tract described above shall be removed; together with all buildings and other structures placed thereon by the City and/or its sub-lessee. The Trustees, however, at their option, may permit and allow such of the facilities, buildings and structures as they may designate in writing to remain in place.
6. Specifically reserving and excepted from this lease is all merchantable timber now, and during the term hereof, being situated on said land and any and every interest in oils, gases and other minerals that may be in or under said land, with full right in the Board of Trustees to sell said timber, and to lease such oil, gas mineral rights to any other, as provided by law without breach of any right of City and/or its sub-lessee hereunder.
7. City and/or its sub-lessee shall not cause or suffer damage to any improvements situated upon said property, shall reasonably maintain same, and shall not sell any firewood, posts or other
8. The Board of Trustees reserves the right to grant or to sell rights of way across any of said land for a road, highway, railroad or any public utility line; provided only, that the City and/or its sub-lessee shall be paid by the grantee of such right of way a reasonable rental for the unexpired term of this lease.

9. City and/or its sub-lessee accepts said lease upon all of said terms and conditions, and

faithfully agrees to be bound thereby, in spirit and in letter.

10. If the whole or any part of the property leased shall be taken by any political subdivision

or other authority authorized so to do for any public use, such taking shall not be deemed to be a breach of this lease by the Trustees of any covenant hereunder, express or implied. At the election of the City and/or its sub-lessee, this lease shall terminate for such part of the land so taken for public use from the time possession of the whole or part thereof by the taking political subdivision or authority shall occur and the Lessee and/or its assigns shall be paid by the authority taking said lands the balance proportionately of rent paid by Lessee for the period of lease occupancy remaining and no longer available Neither Lessee nor its sub-lessee, whether they elect that the lease shall terminate or not, shall claim or be entitled to any part of any award made or to be made to the Lessor school district as damages of such taking for public use.

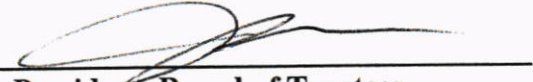
11. The demised premises are the property of the Clinton Public School District but are not sixteenth section or lieu land as defined in Section 29-3-1 et seq. MCA 1992, as amended; and not subject to the provisions thereof.

12. It is agreed that either party may cancel this contract by giving the other party sixty (60) days advance notice.

Adopted and executed pursuant to the Minutes of the regular meeting of the Board of Trustees of the Clinton Public School District held on the 14th day of May, 2002 and executed in duplicate on said date.

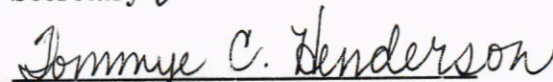
CLINTON PUBLIC SCHOOL DISTRICT

By

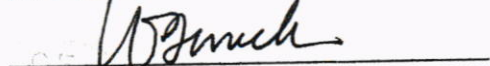

President, Board of Trustees

ATTEST:


Secretary

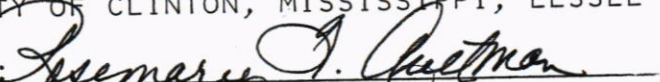

Superintendent of Schools

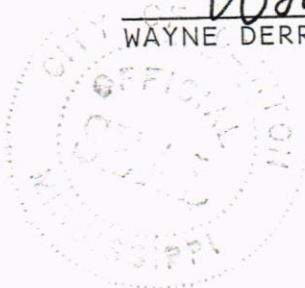
ATTEST:


WAYNE DERRICK, CITY CLERK

CITY OF CLINTON, MISSISSIPPI, LESSEE

BY:


ROSEMARY AULTMAN, MAYOR



STATE OF MISSISSIPPI
COUNTY OF HINDS

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, this day personally appeared the within named JOHN McKEE, DENOTRIS JACKSON and TOMMYE C. HENDERSON, who individually acknowledged that as President, Secretary and Superintendent of Schools, respectively, and pursuant to the authority granted unto them on behalf of any by authority of Board of Trustees of Clinton Public School District by approval in regular meeting on the 14th day of May, 2002, they signed, sealed and delivered the foregoing lease agreement on the day and year therein named, as the free and voluntary act of the said Board of Trustees for the purposes therein stated.

Tommye C. Henderson

Denotris Jackson

WITNESS my hand and seal office on this the 11th day of June, 2002.

Sheila D. Taylor
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 12, 2003
BONDED THRU STEGALL NOTARY SERVICE

ACCEPTANCE OF TERMS OF LEASE

The terms of this lease agreement are accepted by the City of Clinton, Mississippi, pursuant to Resolution adopted and spread upon the Minutes of the Meeting of the Mayor and Board of Aldermen at their regular meeting held on the 2nd day of July, 2002.

W. J. Smith
CITY CLERK

LESSOR:
The Clinton Public School District
P. O. Box 300
Clinton, MS 39060
Telephone: 601-924-7533

LESSEE:
The City of Clinton, Mississippi
P.O. Box 156
Clinton, MS 39060
Telephone 601-924-5462

STATE OF MISSISSIPPI
COUNTY OF HINDS

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, this day personally appeared the within named JOHN McKEE, DENOTRIS JACKSON and TOMMYE C. HENDERSON, who individually acknowledged that as President, Secretary and Superintendent of Schools, respectively, and pursuant to the authority granted unto them on behalf of any by authority of Board of Trustees of Clinton Public School District by approval in regular meeting on the 14th day of May, 2002, they signed, sealed and delivered the foregoing lease agreement on the day and year therein named, as the free and voluntary act of the said Board of Trustees for the purposes therein stated.

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CITY CLERK

LESSOR:
The Clinton Public School District
P. O. Box 300
Clinton, MS 39060
Telephone: 601-924-7533

LESSEE:
The City of Clinton, Mississippi
P.O. Box 156
Clinton, MS 39060
Telephone 601-924-5462

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: July 2, 2002

Agenda Item No. 11

Consent Agenda:

To:

For:

Account:

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

Discussion/Action: bid on two Bullard Thermal Imaging Systems from Sunbelt Fire, Inc. (\$25,290.00)

Introduced by: _____
Chief Darrel McQuirter

Telephone: 925-1010

Exhibits for Review:

Minutes: _____

Invoice: _____

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: _____

Other: 2 B+W units @

\$12,655

as being lowest & best bid.

Recommendation:

Board Action:

Motion made by: Brabham

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 preceding the Tuesday Board Meeting to be included on the Agenda. This deadline will be strictly enforced.

BOARD APPROVED

BID OPENING REPORT

Project:

Thermal Imaging

Camera

Bid Date: 6-5-02 at 10:00 am pm

Location:

City Hall
300 Jefferson Street
Clinton, MS 39056

Owner: City of Clinton

Pre Bid Estimate:

BIDDER								
	Scott Eagle	Scott Eagle						
Judy's Inc	9,850.00	9,850.00	did not meet specs.					
	Scott Eagle #805621-16	Scott Eagle #12004200						
Jenara	13,000.00	21,000.00						
	Buland Thermal mx	Buland Thermal BUTIX						
Sunbelt	16,235.00	12,655.00	X					

The above bid amounts have been checked. The bid totals are
Subject to correction after the bids have been completely reviewed.

Signed:

Carol Blanton

Date:

6-5-02

Kent Bradley

From: Amy Niolet [aniolet@cfclintonms.org]

Sent: Thursday, May 23, 2002 3:09 PM

To: kbradley@sunbeltfire.com

Subject: Thermal imager bst specs.

Invitation to Bid

Hand Held Thermal Imaging System For CLINTON FIRE DEPT. CLINTON, MISSISSIPPI

Project Administrator's Approval: _____

Fire Chief's Approval: _____

Purchasing Department Approval: _____

Finance Department Approval: _____

City Administration Approval: _____

I. INTENT OF SPECIFICATIONS

It is the intent of these specifications to secure bids for the furnishing and delivery to the Clinton Fire Dept of (2) two completely new hand-held thermal imaging system equipped as hereinafter specified. With a view to obtaining the best results and the most acceptable thermal imaging system for service in the fire department, these specifications cover the general requirements as to the type of construction, together with certain details as to finish and equipment with which the successful bidder must conform. Minor details of construction and materials where not otherwise specified are left to the discretion of the bidder, who shall be solely responsible for the design and construction of all features.

All requirements in effect at the time of the bid concerning applicable local, state and federal safety standards shall be complied with. It is the intent of the Clinton Fire Dept to award to the lowest and/or best and/or most responsive bidder meeting these specifications with minimal exceptions. Certified parts availability, service capability, ease of maintenance, and total life cost will be given serious consideration. **Clinton Fire Dept reserves the right to reject any and all bids, or accept any bid deemed most advantageous.** Parts and service facilities of the bidder shall be noted.

II. BID DEADLINE

Sealed bids will be accepted at the Administration Building, City Hall, 300 North Jefferson St., P. O. Box 156, Clinton, Mississippi 39056 June 5, 2002, until 10:00 a.m. at which time and place, sealed bids will be opened in public sessions. The words **"Thermal Imaging System"**, the date, and bid opening time shall be stated on the front of the bid envelope. No bids shall be accepted after the deadline stated in the legal notice to bidders.

III. BID INSPECTIONS

Bids are open for inspection at the Office of the Purchasing Agent, Wayne Derrick, during normal business hours.

IV. DISCLAIMER

Clinton Fire Dept reserves the right to negotiate, substitute, add, or delete where it is in the best interest as to allow for the overall intent of this bid proposal. This includes, but is not limited to types of supplies, equipment, quantity, design and features. Therefore, Clinton Fire Dept reserves the right to reject any and/or all bids in part or in its entirety, waive defects or informalities in bids and to make bid awards as deemed to be in the best interest of the Clinton Fire Dept.

V. SHIPPING

All shipping charges shall be pre-paid by bidder. All supplies and equipment shall be delivered to Clinton Fire Dept, 1234 Clinton-Raymond Rd., Clinton, Mississippi 39056.

VI. TAX EXEMPTION

All bids shall exclude State and Federal taxes. Clinton Fire Dept will furnish proper tax exemption certificates.

VII. PERFORMANCE BOND

No performance bond is required.

VIII. BID BOND

No bid bond is required.

IX. LIABILITY

The successful bidder shall defend any and all lawsuits and assume all liability for the use of any patented process, device, or article forming any part of the thermal imaging system furnished under the contract.

X. DELIVERY

Thermal imaging system is to be **delivered within thirty days (30 days) from issuance of purchase order.** Unreasonable delays beyond this time should be considered unsatisfactory performance.

XI. BIDDER'S SUBMITTAL OF PROPOSAL

It is the bidder's responsibility to see their bid proposals arrive on time. Late bid proposals, facsimiles, telegram, e-mail, telephone, or oral bids will not be considered.

XII. SPECIFICATIONS AND EXCEPTIONS

Each bid should be accompanied by a set of "Manufacturer's Specifications" consisting of a detailed description of all work to be performed under which the contract must conform. **Pricing sheets with a brief description of the work may not be acceptable in lieu of a detailed set of specifications. These specifications should indicate size, type, model and make of all component parts and equipment.**

Clinton Fire Dept encourages bidders to submit bids for thermal imaging system that are equal to this specification. Exceptions will be considered if they are equal to, or superior to, specified and provided, they are listed and fully explained on a separate page entitled "Exceptions to Specifications." Exception lists should refer to the specification page and reference number. Each check in the "Exception Taken" block should be listed and fully explained. The bidder must state what bidder proposes to furnish in lieu of the Clinton Fire Dept specification requirements. When neither "Fully Complies" nor "Exception Taken," is checked at a particular paragraph, it will be assumed the bidder is taking exception to that paragraph. Where a paragraph is checked in the "Exception Taken" block and the exceptions to specifications does not explain the check mark, it will be assumed that the bidder does not wish to conform to the specifications and offers no alternative equal to the specifications. **Failure to completely fill out and sign the specification forms and list exceptions as instructed may cause the bid to be rejected.**

Any bidder submitting a bid, which lists "No Exception", will be expected to meet each and every detail of these specifications to the fullest extent. **It is the intent of Clinton Fire Dept. to receive bids that do not require telephone calls or other communications to ascertain what a bidder is intending to supply. Therefore, bidders are encouraged to supply as much information as they feel necessary to make their intent known to Clinton Fire Dept.**

Decisions regarding equal or superior to will be the sole responsibility of Clinton Fire Dept rather than those companies submitting bids. When exceptions are not taken, but inconsistencies are noted in the submitted detailed specifications, the bid may be rejected. Thermal imaging system will be inspected upon delivery for compliance with these specifications. **Deviations will not be tolerated and may be cause for rejection of the thermal imaging system unless said deviations were originally documented in the bidder's proposal.** Not meeting this requirement will cause immediate rejection of the thermal imaging system at the expense of the dealer or manufacturer. **Clinton Fire Dept shall not be held responsible or liable for the rejection of the thermal imaging system under this section of the specifications.**

XIII. ASSIGNMENT OF RIGHTS

The manufacturer shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or their right, title, or interest in or to be the same or any part thereof without previous consent in writing from Clinton Fire Dept.

XIV. TOTAL BID PRICE

The total price furnished by each bidder, as shown on the Clinton Fire Dept Official Bid Form, must include all items listed in these specifications. Listing any item or items contained in these specifications as an extra cost item, unless the specification clearly states that such item is an option to the base thermal imaging system specified, may be cause for rejection of the bid.

XV. BID REQUIREMENTS

Manufacturer's specification and bid packet should be submitted in the same sequence as these specifications for ease of compliance to our specifications. Invitation to Bid packet should be returned in the numeric page sequence it was received (pages are not to be removed).

XVI. BID FORMS

All bids must be submitted on the attached Clinton Fire Dept Official Bid Form. Each bidder shall indicate with an (X) each and every item in the appropriate blank provided under each paragraph and shall initial each item as to compliance or non-compliance with specifications. **Bids, which do not include a copy of the specifications with items appropriately marked, may not be considered.**

XVII. QUALITY REFERENCES

Each bidder shall submit with their bid a list of at least ten (10) customers, which purchased **and received delivery** of a thermal imaging system similar to what we are specifying within the last twelve months. The listing shall include a contact name with phone number, since it is the intent of Clinton Fire Dept to call all names submitted for verification and recommendations.

XVIII. SAFETY REQUIREMENTS

It is required that the bidder meet all State and Federal safety standards and laws in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.

XIX. ACQUAINTANCE WITH SPECIFICATIONS

It is the responsibility of the bidder to review all of the bidding requirements. **Failure of a bidder to be acquainted with this information shall not relieve bidder from any obligations of the bid requirements.**

XX. QUALITY AND WORKMANSHIP

The design of the thermal imaging system must embody the latest approved thermal imaging system, engineering practices: experimental designs and methods may not be acceptable. The workmanship must be of the highest quality in its respective field. Special consideration will be given to the following points: accessibility of the various units, which require periodic maintenance operations, ease of operation and symmetrical proportions. Construction must be rugged and ample safety factors must be provided.

BST Thermal Imager With Brontium-Strontium-Titanium (BST) Technology

Bid Specifications

I. Warranty:

The vendor shall warrant the entire thermal imager free of defects in material and workmanship, under normal use and service for a period of one year effective upon delivery. The vendor shall offer an optional additional TWO (2) year warranty on parts and labor from date of delivery. In addition, the imager shall be warranted for the lifetime of the product or until the shell is no longer available.

Comply X Exception _____

II. Service:

The manufacturer must be located in the U.S.A. and provide a dedicated Continental U.S. location/service center for timely and efficient processing of any service related issue(s) concerning the imager(s). This includes a guaranteed 48-hour turnaround of any imager repairs from the time of receipt at the service center to the time that the manufacturer ships the imager out.

Comply X Exception _____

III. Quality:

Manufacturer must ensure quality and design manufacturing methods through third party certification to ISO 9001 or equivalent. To ensure that the product is of the highest quality, documentation must be presented illustrating a battery of tests that have been conducted to certify water resistance, heat durability and shock/impact. The thermal imager, through additional operational evaluation and assessment reports, must be approved for use by Navy Command for shipboard fire fighting.

Comply X Exception _____

IV. Physical Configuration:

Imaging unit shall be a hand held design, with battery, 4-inch LCD display screen, internal charging system, carry strap/handle, pistol grip, side strap, shoulder/neck strap, wrist strap and bump guards. Total weight shall not exceed 6 lbs. In addition, vendor shall furnish a storage case including one extra 10V NIMH rechargeable battery, 10V battery charger with 110AC and 12 volt DC adapters, training video and interactive thermal imaging orientation CD.

Comply X Exception _____

V. Technology:

The imaging technology shall be 320x240 uncooled ceramic Focal Plane Array (FPA) detector. The heat sensitivity of the detector shall be a minimum of .05°C for temperature definition. The basis for the camera portion of the thermal imager shall be Raytheon BST technology. The

proposed imager shall exhibit an ability to evade whiteout or blooming conditions when subjected to direct flame or sun. Clarity of the image must not deteriorate by either type of exposure during normal operations.

Comply X Exception _____

VI. Outer Shell Case:

Imaging unit shall be ergonomically designed with heat resistant Ultem thermoplastic construction. As a result of daily use, color pigment shall be applied to the thermoplastic resin during the manufacturing process to aid in preserving the appearance of the unit by masking indiscriminate scratches.

Comply X Exception _____

VII. Colors:

The imager should be available in no less than seven scratch resistant colors to allow for color-coding as needed by the department. Colors include: Red, Yellow, Black, White, Orange, Blue, and Lime-Yellow.

Comply X Exception _____

VIII. Monitor/Screen:

Four (4) flexible shock attenuation mounts shall secure a 4" diagonal fluorescent backlit Liquid Crystal Display (LCD) screen. It shall be required that a minimum pixel range of 89,622 and a dot format of 234 x 380 dots be produced for high quality resolution. The screen must be visible in thick smoke to both operator and nearby firefighters from a variety of distances from the face, including arms length. In addition, the LED lights and monitor screen must have added protection with an anti-scratch coated polycarbonate shield. This shield must be field replaceable.

Comply X Exception _____

IX. Lens:

The unit shall possess an 18mm lens fabricated of germanium or industry standard and have a field of view of no less than 55°. The lens shall be recessed in an Ultem bezel to avoid any direct contact by foreign matter.

Comply X Exception _____

X. Visual Indicators:

All thermal imager units shall be equipped with LED indicators for at least the following:

- A. Wireless Transmission - a light will appear indicating the thermal imager is transmitting.
- B. Battery - a battery display will indicate the progression of power supply usage.
- C. Standby/Sleep - minimum of one amber LED light to indicate when the unit is power-saving mode.

Comply X Exception _____

XI. Switches:

All activation switches shall be:

- A. Dome style
- B. Operational with gloved hands
- C. Sealed at the case and terminal connections
- D. Dust tight and water tight with minimum of 1,000,000 cycles

Comply X Exception _____

XII. Handle/Strap Systems:

The handle/strap system must be field replaceable and shall be constructed with the following:

- A. 1 inch Kevlar adjustable hand strap on the right side of the unit with a stainless steel D-ring.
- B. 1 inch Kevlar handle on the top of the unit with a stainless steel D-ring at each end of the strap.
- C. 1½ inch Kevlar shoulder strap with removable spring clips at both ends.
- D. A Kevlar wrist strap to fit over sleeve of turnout gear and attach to any D-ring located on the thermal imager.
- E. The handle shall be part of the unit and constructed of Ultem Thermoplastic. It shall be designed to be ergonomically correct.

Comply X Exception _____

XIII. Power Supply:

A minimum of two (2) batteries shall accompany each unit. Each battery shall be a 10-volt NiMH providing a minimum of 1½ hours of continuous use with all functions excluding wireless transmission options. Each battery must be capable of a minimum of 1,000 charges. The battery must be easily changed with a gloved hand. Battery life shall be preserved with a sleep/standby switch. The battery door shall be designed so that it closes only if battery is installed properly.

Comply X Exception _____

XIV. Internal Battery Charging System:

The thermal imager shall be equipped with an internal direct charge system. This system will allow the battery to be charged while in the camera and at the same time will charge a spare battery in the battery charger. This system can be run from AC or 12 volt power and does not require any other components for charging.

Comply X Exception _____

XVI. Wireless Transmission: (Option)

Thermal Imagers must be able to sustain wireless communications capabilities compliant with FCC part 90 while operating at a range of 2.4 GHz. Wireless capabilities shall be inclusive of a minimum of two (2) frequencies per unit. The unit shall house a dipole antenna inside of the case to protect the antenna from possible damage. Each wireless unit must have a receiver and omni-directional antenna, with both a permanent mount base with coaxial cable and installable connectors, and a mobile magnetic mount ideal for training situations and departments that want flexibility to move from vehicle to vehicle. The manufacturer must have available with the wireless transmitter a 9" AC/DC TV/VCR with internally mounted receiver to simplify the operation of remote video transmitter.

Comply X Exception _____

XVI. Truck Mount: (Option)

The manufacturer shall make available a truck mounting system to mount the imager and internal charging system in a truck or on the wall of the fire station. This unit will be equipped with all necessary mounting equipment, a direct charge system, and power cords that enable the use of AC/24V/12V.

Comply X Exception _____

XVII. Tripod and Clamp System: (Option)

The manufacturer shall make available a tripod and/or clamp system. The tripod system is designed to hold the thermal imager in place for extended periods of time. The clamp system is designed to allow the thermal imager to clamp to ladders, light towers, and command vehicles.

Comply X Exception _____

XVIII. Glare Shield: (Option)

The manufacturer shall make available a leather shroud that attaches to the thermal imager to reduce glare in bright sun conditions.

Comply X Exception _____

XX. Training:

A product familiarization class will be available through the manufacturers authorized distributor. Each unit must ship with a training video covering product use and application and an interactive thermal imaging orientation CD.

Comply X Exception _____

XX. Delivery:

Delivery of the thermal imager from the manufacturer shall be 30 days.

Comply X Exception _____

XXII. Durability:

The imager shall remain operational after being submerged under 3 feet of water for 30 seconds. The Thermal Imager shall withstand a 3-foot drop onto a concrete surface and remain operational. The FPA detector assembly shall be encased within a urethane foam impact liner. The imager shall incorporate 3 heavy-duty rubber bumpers to allow the firefighter to effectively crawl while using the unit. The 4" screen shall be attached with four flexible shock attenuation mounts.

Comply X Exception _____

XXIII. Quality References:

Each bidder shall submit with their bid a list of at least ten (10) customers, which purchased **and received delivery** of the thermal imaging system specified above. The listing shall include

a contact name with phone number for verification and recommendations.

Comply_____

Exception_____

CLINTON FIRE DEPT - OFFICIAL BID FORM

TO: Clinton Fire Dept
1234 Clinton-Raymond Rd.
Clinton, MS 39056

BID DATE:

TIME:
PLACE:

To Whom It May Concern:

We are pleased to submit the following bid for one (1)

Bullard Thermal
Imaging System Model # BUTIX with all
items and equipment per published specifications.

Cost of Thermal Imaging Camera	\$ <u>12,395.00</u>
Truck Mounted Charging System Optional	\$ <u>250.00</u>
Pricing	

Sunbelt Fire, Inc.

Company or Corporation's Name

5/31/02

Kurt Bradley
Signature of Bidder or Authorized Officer

Sales Manager
Title

8111 McGowin Dr. Fairhope AL 36532
Address Town State ZIP Code

800-642-8484 x106
Area Code & Telephone Number

251-928-9933
Area Code & Fax Number

30 days
Delivery Date

8/5/02
Bid Price Effective Until

REFERENCE CHECK

QUALITY REFERENCES

Each bidder shall submit with their bid a list of at least ten (10) customers, which purchased **and received delivery** of a thermal imaging system similar to what we are specifying within the last twelve months. The listing shall include a contact name with phone number, since it is the intent of Clinton Fire Dept to call all names submitted for verification and recommendations.

Department Name:

Greenville Fire Dept. (1) Unit

Contact Person

Chief Phillips

City, State, Zip

Greenville, AL 36037

Area Code/Phone Number

334-382-7183

Department Name:

Vestavia Hills Fire Dept. (4) units

Contact Person

Chief Zaragoza

City, State, Zip

Vestavia Hills, AL 35216

Area Code/Phone Number

205-823-1153

Department Name:

Mountain Brook Fire Dept. (4) units

Contact Person

Cliff Carlisle

City, State, Zip

Mountain Brook, AL 35213

Area Code/Phone Number

205-802-3838

Department Name:

Fort Payne Fire Dept.

Contact Person

Chf. Hill

City, State, Zip

Ft. Payne, AL 35967

Area Code/Phone Number

256-845-6250

Department Name:

Cullman Fire + Rescue

Contact Person

Chief Murray

City, State, Zip

Cullman, AL 30560

Area Code/Phone Number

256-734-6272

REFERENCE CHECK

QUALITY REFERENCES

Each bidder shall submit with their bid a list of at least ten (10) customers, which purchased **and received delivery** of a thermal imaging system similar to what we are specifying within the last twelve months. The listing shall include a contact name with phone number, since it is the intent of Clinton Fire Dept to call all names submitted for verification and recommendations.

Department Name:	Biloxi Fire Dept. (6) Units
Contact Person	Director David Roberts
City, State, Zip	Biloxi, MS 39530
Area Code/Phone Number	228-435-6200
Department Name:	Escambia, Co. Fire Service (18) Units
Contact Person	Batt. Chf Jim Sanders
City, State, Zip	Pensacola, FL 32501
Area Code/Phone Number	850-393-0585
Department Name:	Tallahassee Fire Dept. (19) Units
Contact Person	Capt. Dennis Vickers
City, State, Zip	Tallahassee, FL 32301
Area Code/Phone Number	850-891-6600
Department Name:	Enterprise Fire Dept. (3) Units
Contact Person	Chief Herring
City, State, Zip	Enterprise, AL 36330
Area Code/Phone Number	334-347-1211 X260
Department Name:	Florence, Fire Dept. (1) Unit
Contact Person	Chief Lovell
City, State, Zip	Florence, AL 35630
Area Code/Phone Number	256-760-6475

Exceptions To Specifications: Explanation Sheet

Page	Ref #	Description Of Item And Explanation Of Exception Taken
		No Exceptions

Exceptions To Specifications: Explanation Sheet

Page	Ref #	Description Of Item And Explanation Of Exception Taken
		No Exceptions

Bullard Thermal Imaging System Bid Specifications

I. Warranty:

The vendor shall warrant the entire thermal imager free of defects in material and workmanship, under normal use and service for a period of one year effective upon delivery. The vendor shall offer an optional additional two (2) year warranty on parts and labor from date of delivery. In addition, the imager shell will be warranted for the lifetime of the product or until the shell is no longer available.

II. Service:

The manufacturer must be located in the U.S.A. and provide a dedicated Continental U.S. location/service center for timely and efficient processing of any service related issue(s) concerning the imager(s). This includes a guaranteed 48-hour turnaround of any imager repairs from the time of receipt at the service center to the time that the manufacturer ships the imager out.

III. Quality:

Manufacturer must ensure quality and design manufacturing methods through third party certification to ISO 9001 or equivalent. To ensure that the product is of the highest quality, documentation must be presented illustrating a battery of tests that have been conducted to certify water resistance, heat durability and shock/impact. The thermal imager, through additional operational evaluation and assessment reports, must be approved for use by Navy Command for shipboard fire fighting.

IV. Physical Configuration:

Imaging unit shall be a hand held design, with battery, 4-inch LCD display screen, internal charging system, carry strap/handle, pistol grip, side strap, shoulder/neck strap, wrist strap and bump guards. Total weight shall not exceed 6 lbs. In addition, vendor shall furnish a storage case including one extra 10V NIMH rechargeable battery, 10V battery charger with 110AC and 12 volt DC adapters, training video and interactive thermal imaging orientation CD.

V. Technology:

The imaging technology shall be 320x240 uncooled ceramic Focal Plane Array (FPA) detector. The heat sensitivity of the detector shall be a minimum of .05°C for temperature definition. The basis for the camera portion of the thermal imager shall be Raytheon BST technology. The proposed imager shall exhibit an ability to evade whiteout or blooming conditions when subjected to direct flame or sun. Clarity of the image must not deteriorate by either type of exposure during normal operations.

VI. Outer Shell Case:

Imaging unit shall be ergonomically designed with heat resistant Ultem thermoplastic construction. As a result of daily use, color pigment shall be applied to the thermoplastic resin during the manufacturing process to aid in preserving the appearance of the unit by masking indiscriminate scratches.

VII. Colors: (Option)

The imager should be available in no less than seven scratch resistant colors to allow for color-coding as needed by the department. Colors include: Red (standard), Yellow, Black, White, Orange, Blue, and Lime-Yellow.

VIII. Monitor/Screen:

Four (4) flexible shock attenuation mounts shall secure a 4" diagonal fluorescent backlit Liquid Crystal Display (LCD) screen. It shall be required that a minimum pixel range of 89,622 and a dot format of 234 x 380 dots be produced for high quality resolution. The screen must be visible in

Bullard Thermal Imager

Technical Specifications

Carrying Case

Dimensions	18.5" x 15" x 7.5"
Weight - Empty	Approx. 8 pounds

Overall TI Unit

Weight	W/ Battery 5.75 pounds W/out Battery 5.00 pounds
Dimensions	Height: 12 " Length: 10 " Width: 6 "
Heat Test	650°F (343°C) for 5 minutes

Impact / Drop Test Dropped 3 consecutive times from 3 feet with no noted physical or operational damage

Casing

Shell Material	Ultem Thermoplastic
Sealing	Silicone
Strap Material	Kevlar & Leather
Display Cover	Polycarbonate
Heat Test	650°F (343°C) for 5 minutes

Impact / Drop Test Dropped 3 consecutive times from 3 feet with no noted physical or operational damage

Core / Detector

Type	Uncooled Ceramic Focal Plane Array Detector
Resolution	320 x 240 array
Sensing Material	Barium Strontium Titanate Ceramic (BST)
Spectral Response	8 - 14 Microns

Thermal Stabilization	Thermoelectric Cooler
Update Rate	30 Hz
Temperature Sensitivity	0.05° C
Video Output	RS-170 Signal (1.4 volts P-P)

Lens

Material	Germanium
Lens Size	18 mm
Field of View	55°
Distances	Optimal Focus = 3 feet (1 meter) to infinity

Electrical System

Power Source	NiMH Rechargeable Battery
Output	10V
Capacity	1100 mA.hr
Operating Time	1.5 hours
Charger	Single Battery, 120 VAC or 12 VDC
Switch Cycle Test	1,000,000 cycles
Battery Life	1,000 charge cycles
Battery Weight	0.75 pounds

Display

Type	Liquid Crystal Display (LCD)
Size	4"
Dot Pitch	.259mm (V) x .210mm (H)
Dot Format	234 X 380 Dots
Pixels	89,622
Pixel Configuration	R-B-G Delta Configuration
Display Method	TFT Active Matrix

minimum of two (2) frequencies per unit. The unit shall house a dipole antenna inside of the case to protect the antenna from possible damage. Each wireless unit must have a receiver and omnidirectional antenna, with both a permanent mount base with coaxial cable and installable connectors, and a mobile magnetic mount ideal for training situations and departments that want flexibility to move from vehicle to vehicle. The manufacturer must have available with the wireless transmitter a 9" AC/DC TV/VCR with internally mounted receiver to simplify the operation of remote video transmitter.

XVII. Truck Mount: (Option)

The manufacturer shall make available a truck mounting system to mount the imager and internal charging system in a truck or on the wall of the fire station. This unit will be equipped with all necessary mounting equipment, a direct charge system, and power cords that enable the use of AC/24V/12V.

XVIII. Tripod and Clamp System: (Option)

The manufacturer shall make available a tripod and/or clamp system. The tripod system is designed to hold the thermal imager in place for extended periods of time. The clamp system is designed to allow the thermal imager to clamp to ladders, light towers, and command vehicles.

XIX. Glare Shield: (Option)

The manufacturer shall make available a leather shroud that attaches to the thermal imager to reduce glare in bright sun conditions.

XX. Training:

A product familiarization class will be available through the manufacturers authorized distributor. Each unit must ship with a training video covering product use and application and an interactive thermal imaging orientation CD.

XXI. Delivery:

Delivery of the thermal imager from the manufacturer shall be 30 days.

XXII. Durability:

The imager shall remain operational after being submerged under 3 feet of water for 30 seconds. The Thermal Imager shall withstand a 3-foot drop onto a concrete surface and remain operational. The FPA detector assembly shall be encased within a urethane foam impact liner. The imager shall incorporate 3 heavy-duty rubber bumpers to allow the firefighter to effectively crawl while using the unit. The 4" screen shall be attached with four flexible shock attenuation mounts.

XXIII. Quality References:

Each bidder shall submit with their bid a list of at least ten (5) customers, which purchased and received delivery of the thermal imaging system specified above. The listing shall include a contact name with phone number for verification and recommendations.

thick smoke to both operator and nearby firefighters from a variety of distances from the face, including arms length. In addition, the LED lights and monitor screen must have added protection with an anti-scratch coated polycarbonate shield. This shield must be field replaceable.

IX. Lens:

The unit shall possess a 18mm lens fabricated of germanium or industry standard and have a field of view of no less than 55°. The lens shall be recessed in an Ultem bezel to avoid any direct contact by foreign matter.

X. Visual Indicators:

All thermal imaging units shall be equipped with LED indicators for at least the following:

- A. Wireless Transmission** - minimum of one green LED light indicating the thermal imager is transmitting.
- B. Battery** - minimum of three greens, one amber, and one red LED light indicating a progression of power supply usage.
- C. Standby/Sleep** - minimum of one amber LED light to indicate when unit is in power saving mode.

XI. Switches:

All activation switches shall be:

- A. Dome style**
- B. Operational with gloved hands**
- C. Sealed at the case and terminal connections**
- D. Dust tight and water tight with minimum of 1,000,000 cycles**

XII. Handle/Strap Systems:

The handle/strap system must be field replaceable and shall be constructed with the following:

- A. 1 inch Kevlar adjustable hand strap** on the right side of the unit with a stainless steel D-ring.
- B. 1 inch Kevlar handle** on the top of the unit with a stainless steel D-ring at each end of the strap.
- C. 1½ inch Kevlar shoulder strap** with removable spring clips at both ends.
- D. A Kevlar wrist strap** to fit over sleeve of turnout gear and attach to any D-ring located on the thermal imager.
- E. The handle** shall be part of the unit and constructed of Ultem Thermoplastic. It shall be designed to be ergonomically correct.

XIII. Power Supply:

A minimum of two (2) batteries shall accompany each unit. Each battery shall be a 10-volt NiMH providing a minimum of 1½ hours of continuous use with all functions excluding wireless transmission options. Each battery must be capable of a minimum of 1,000 charges. The battery must be easily changed with a gloved hand. Battery life shall be preserved with a sleep/standby switch.

XIV. Internal Battery Charging System:

The thermal imager shall be equipped with an internal direct charge system. This system will allow the battery to be charged while in the camera, and at the same time will charge a spare battery in the battery charger. This system can be run from AC or 12 volt power and does not require any other components for charging.

XV. Thermal Throttle:

In order to preserve the quality of the image, the unit must have a manual adjustment mechanism that will enable fine-tuning of the screen image for improved picture contrast in extreme temperature variations.

XVI. Wireless Transmission: (Option)

Thermal Imagers must be able to sustain wireless communications capabilities compliant with FCC part 90 while operating at a range of 2.4 GHz. Wireless capabilities shall be inclusive of a

Input Signal Level 1.0V P-P (Positive) 75 Ohm

Back Light CCFT Backlight

Transmitter

Mounting	Internal
Signal Type	Analog
Antenna Type	Dipole
Transmitting Frequency	2.4 GHz
Power Output	400 mW
Power Supply	Internal
Power Consumption	2.8 W
Frequency Selection	2 Channel Switch
FCC License	Part 90

Receiver

Dimensions	
Box	Length: 4.5 " Width: 4.5 " Height: 1.5 "
Patch Antenna	Length: 13 " Width: 13 " Height: 1.5 "
Power Requirements	11-14.5 VCD (Center Positive)
Power Consumption	250 mA
Power Input	Coaxial 2.1mm x 5.5 mm Center- Positive Connector
Power Supply	120 VAC or 12 VDC
Operating Temperature	14° F to 122° F
Signal Type	Analog
Receiving Frequency	2.4 GHz
Video Outputs	Two (2) 75-ohm 1-volt P-P video outputs (female BNC)
Range Unobstructed Line-of-Sight	± 10 miles
Obstructed Line-of-Sight	± 400 feet

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: July 2, 2002

AGENDA ITEM NO. 12

CONSENT AGENDA: _____ TO: _____

_____ FOR: _____

_____ ACCT. NO. _____

DISCUSSION/ACTION: Approval of Resolution on Civil Justice Reform

INTRODUCED BY: Mayor Aultman

EXHIBITS FOR REVIEW:

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

RECOMMENDATION: _____

BOARD ACTION: _____ MOTION MADE BY: Brabham

SECONDED BY: Greer

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

RESOLUTION OF THE CITY OF CLINTON REQUESTING THE GOVERNOR
AND STATE LEGISLATURE TO INITIATE, INSTITUTE AND ENACT
REFORM WITHIN AND TO OUR STATE JUDICIAL SYSTEM
WITH RESPECT TO CIVIL JUSTICE REFORM, IN GENERAL, AND SPECIFICALLY REFORM
WITH RESPECT TO: (I) "FORUM OR VENUE SHOPPING" (II) PLACING A CAP ON PUNITIVE
DAMAGE JURY AWARDS, AND (III) MEDICAL MALPRACTICE LITIGATION, AND OTHER
RELATED PURPOSES

WHEREAS, the civil justice system and unreasonably high jury awards in lawsuits adjudicated in the State of Mississippi have brought extreme negative attention and publicity to the State, all having an adverse impact on the development of the State, causing difficulty in securing liability insurance and subjecting the citizens, corporations, professions, and public bodies to increased insurance rates;

WHEREAS, such awards deter businesses and industries from considering location or expansion in the State of Mississippi for fear of being subjected to unfair treatment by our civil justice system;

WHEREAS, the failure of the civil justice system in the State of Mississippi to provide reasonable assurance of limits on the unreasonably high claims, fairness and equity in our civil justice system, the basic health care and general well-being of the State's citizens will suffer because of the inability to acquire coverage for services in most areas of the State, both for individuals and businesses;

WHEREAS, products and services produced in the State of Mississippi are exposed to the nation's highest court awards, which will deter future expansions for some businesses and industries or in some cases hasten their move out of state or offshore;

WHEREAS, other states in our region have instituted appropriate safeguards with respect to medical malpractice litigation and other civil justice reforms while the State of Mississippi is losing caregivers in medicine and experiencing difficulty in recruiting and retaining medical professionals to our rural hospitals and large medical centers; and

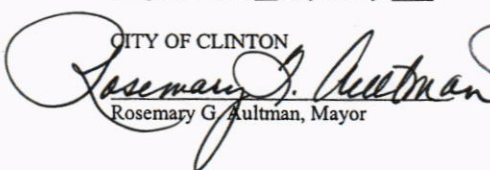
WHEREAS, in addition to business and healthcare, Mississippi's industry, financial institutions, sales and marketing businesses, service businesses, and tourism are being affected by the negative environment and national press coverage of our justice crisis.

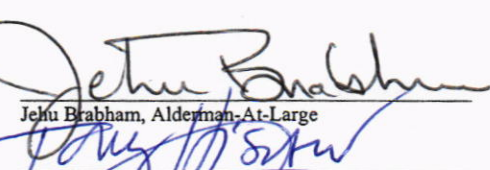
NOW THEREFORE, BE IT RESOLVED BY THE CITY OF CLINTON, THAT THE GOVERNOR AND THE MISSISSIPPI LEGISLATURE TO INITIATE, INSTITUTE AND ENACT REFORM WITHIN AND TO OUR CIVIL JUSTICE SYSTEM FOR THE BENEFIT OF OUR CITIZENS, INDUSTRY, BUSINESSES, AND HEALTHCARE COMMUNITY AND SPECIFICALLY TO ENACT CIVIL JUSTICE REFORM WITH RESPECT TO:

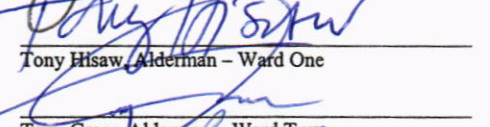
- (I) "FORUM OR VENUE SHOPPING", REQUIRING THAT ALL LITIGATION BE INITIATED AND ADJUDICATED IN THE COUNTY AND/OR JURISDICTION IN WHICH THE CAUSE AND ACTION OCCURRED;
- (II) PLACING A CAP ON PUNITIVE DAMAGE AWARDS THAT IS CONSISTENT WITH FEDERAL LAW, RULE, AND PROCEDURE OR THE LAWS OF OTHER STATES WITHIN OUR REGION;
- (III) REQUIRING NONBINDING MEDIATION WITH RESPECT TO MEDICAL MALPRACTICE LAWSUITS UNDER WHICH THE PLAINTIFFS AND DEFENDANTS JOINTLY SELECT PHYSICIAN MEDIATORS TO HEAR AND DETERMINE THE MERITS OF EACH CASE PRIOR TO LITIGATION IN THE STATE COURT SYSTEM.

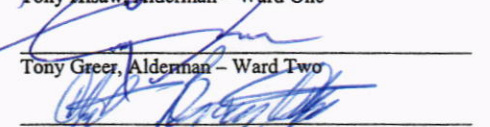
Adopted this the 2nd Day of July, 2002.

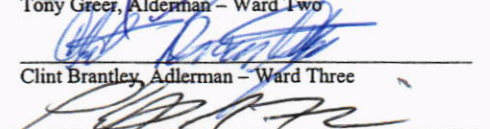
CITY OF CLINTON

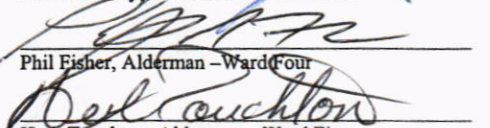

Rosemary G. Aultman, Mayor

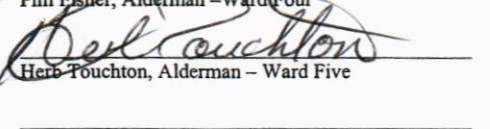

Jehu Brabham, Alderman-At-Large


Tony Hisaw, Alderman - Ward One


Tony Greer, Alderman - Ward Two


Clint Brantley, Alderman - Ward Three


Phil Fisher, Alderman - Ward Four


Herb Touchton, Alderman - Ward Five

Sharbert Lott, Alderman - Ward Six