

**RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 15, 1994 - 7 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

The Mayor and Board of Aldermen of the City of Clinton met in Recessed Meeting at 7 P.M., at the Municipal Courtroom, 305 Monroe Street, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of November 1, 1994, as found on Page 888 of this Minute Book W.

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Alderman Ferrell followed by the Pledge of Allegiance to the Flag led by Alderman DePriest.

ROLL CALL - City Clerk Nelson Byrd

Present - Jehu Brabham - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Rodney DePriest - Alderman Ward 2
Ben Todd - Alderman Ward 3
Phil Fisher - Alderman Ward 4
Herb Touchton - Alderman Ward 5
Sharbert Lott - Alderman Ward 6
Mayor Rosemary Aultman - Presiding

City Attorney Ken Dreher
City Clerk Nelson Byrd

APPROVAL OF CONSENT AGENDA ITEMS A-T WITH EXCEPTION OF ITEM M:

Prior to the Consent Agenda Items as a whole being voted on, **MOTION** made by Alderman Todd and **SECONDED** by Alderman DePriest to extend approval for Consent Agenda Item O up to \$1,423.00, if it is determined that it would be more cost effective to purchase a new motor from Herrin Gear vs. repairing the old motor as detailed in Item O. **MOTION CARRIED UNANIMOUSLY.**

MOTION then made by Alderman Fisher and **SECONDED** by Alderman Todd to approve Consent Agenda Items A-T as listed on page 904-905 of this Minute Book W with the exception of Consent Agenda Item M which shall be considered at the next Board Meeting. **MOTION CARRIED UNANIMOUSLY.** Consent Agenda Items B, D, G, H, & S will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Quotes listed in items I & M are on file in the Office of the City Clerk.

EXTENSION GRANTED TO MRS. LOVEDAY AT 101 W. LAKEVIEW DRIVE TO CLEAN LOT

Noting that proper public notice had been granted that a public hearing would be held regarding lot 101 W. Lakeview Drive to determine if said lot was a public nuisance, Mayor Aultman asked if anyone was present to address said matter. Mrs. Roy C. Loveday, owner of said property, stated that her husband was in the process of cleaning said property and requested an extension until December 12, 1994, to allow time to complete the necessary work. By unanimous consent the Board agreed to allow the requested extension. **NO BOARD ACTION.**

APPROVAL TO EMPLOY MEA TO DO EMPLOYEE DRUG TESTING

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Fisher to

approve the proposal of MEA Medical Clinic as found on pages 906-908 of this Minute Book W and employ MEA to perform the City of Clinton Employee Drug Testing. **MOTION CARRIED UNANIMOUSLY.** It was noted that the administrative fee was corrected to reflect \$100.00 and that MEA will have an office site in Clinton by January 1995.

APPROVAL OF LEASE AGREEMENT BETWEEN THE CITY OF CLINTON AND STES FOR MOTOR VEHICLES

MOTION made by Alderman Touchton and **SECONDED** by Alderman Lott to approve the lease agreement between the City of Clinton and STES as shown on pages 909-912 of this Minute Book W for motor vehicles with the corrected last sentence in section IV to read as follows: The operator shall maintain automobile liability insurance in accordance with the management agreement terms. **MOTION CARRIED UNANIMOUSLY.**

APPROVAL OF RESOLUTION AUTHORIZING 13TH CHECK FOR POLICE AND FIRE DISABILITY AND RELIEF FUND RETIREES

MOTION made by Alderman Ferrell and **SECONDED** by Alderman Todd to approve that Resolution found on page 913 of this Minute Book W authorizing an additional payment for retirees of the Clinton Police and Fire Disability and Relief Fund. **MOTION CARRIED UNANIMOUSLY.** It was noted that currently there are four people retired under this program, and a possibility of 37 additional employees who may retire under this program.

PROPOSALS ACCEPTED FOR BOND COUNSEL AND FINANCIAL ADVISOR FOR WATER/SEWER BOND ISSUE

Noting that the following two proposals ((1) Crosthwait Terney and (2) Brunini, Grantham, Grower & Hewes) were received for Bond Counsel and one proposal for financial advisor (Holley, Grubbs, Mitcham & Phillips) for the upcoming water/sewer bond issue proposal (and noting that no other proposal was able to be obtained for financial advisor), **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Todd to accept the proposals of Brunini, Grantham, Grower & Hewes; and Holley Grubbs, Mitcham & Phillips for bond counsel and financial advisor respectively. **MOTION CARRIED UNANIMOUSLY.** Copies of their quotes are on file in the office of the City Clerk.

AUTHORIZATION GRANTED TO MAYOR TO SIGN PROJECT AGREEMENTS WITH SCS FOR EMERGENCY PROJECTS AT NEWW AND SWWW TREATMENT FACILITIES

City Engineer Richard Broome requested that the Board grant authorization to Mayor Aultman to sign the project agreements for the two emergency projects that the SCS has agreed to do this year at the Northeast and Southwest Biolacs on a 90/10 split, noting that the estimated cost for the total project is \$85,000.00. **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Fisher to authorize the Mayor to sign said agreements. **MOTION CARRIED UNANIMOUSLY.**

OTHER BUSINESS

Mayor Aultman announced that water bills will be mailed out November 16, 1994; gave an update on the Traceway Four-plex; announced that the Christmas Parade will be December 3, 1994, 10 a.m. (a memo will be distributed to the aldermen detailing where and when to meet for the parade); the next Board Meeting will be held Tuesday, December 6, 1994, immediately following the Chamber Open House from 3:30 - 5:30 p.m. and the City Christmas Tree Lighting at 6 p.m. in front of the Municipal Building. Mayor Aultman reminded the aldermen that this is the only scheduled

meeting for December unless an emergency arises, so all business that can be foreseen that needs to be taken care of in December should be placed on the December 6 agenda.

ADJOURNMENT - 7:55 P.M.

There being no further business to discuss, **MOTION** made by Alderman Todd and **SECONDED** by Alderman Fisher to adjourn. **MOTION CARRIED UNANIMOUSLY.**

Copy of Agenda may be found on Pages 904-905 of this Minute Book W.

APPROVED: Rosemary Aultman November 21, 1994
Rosemary Aultman, Mayor Date

ATTEST: Nelson Byrd November 21, 1994
Nelson Byrd, City Clerk Date

SEAL

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between MEA
Medical Clinics and The City of Clinton on NOVEMBER 1994

_____.

By this agreement MEA Medical Clinics agree to provide
The City of Clinton with drug and/or alcohol testing services.
MEA will provide specimen collection materials, chain of custody
forms and transportation of specimen to a certified laboratory.
Prompt notification of results will be made to your designated
contact person after a medical review officer has completed any
follow-up with the employee, if necessary.

MEA Medical Clinics recommend that The City of Clinton adopt
a written drug/alcohol policy and that the policy is presented to
and understood by each employee prior to the employee being
scheduled for drug testing. MEA requires each employee to
present a picture ID when reporting for a drug screen.

For its services, MEA is to be compensated according to the price schedule attached to this contract as Exhibit "A". Payment shall be due when billed by invoice. Exhibit "A" is incorporated by reference into this Agreement.

Either party may terminate this relationship, with or without cause, by giving written notice to the other party at least thirty (30) days prior to the effective date of the termination.

The City of Clinton

MEA

Signature Rosemary J. Guttman Signature C. Wayne White

Title Mayor

Title DIRECTOR OF SALES

PROPOSED FEE SCHEDULE:

A. Comprehensive Drug Testing Program Administrative Services (Including Random Sample Selection) Annual Fee	\$100.00/tw
B. SAMHSA Certified Drug Screen with GCMS Confirmation and Medical Review Officer (Including Fee for Collection at any Collection Site in Mississippi)	\$ 42
C. Alcohol Test	\$ 15
D. Blind Quality Assurance Samples	No Charge
E. Sample Collection Kits and Forms	No Charge
F. Transportation of All Sample Specimens	No Charge
G. Personnel for On-Site Collection (Minimum of 20 or More)	No Charge

EXHIBIT A

TOTAL P. 91

LEASE AGREEMENT CONCERNING MOTOR VEHICLES

This Lease Agreement is entered into on this the 16th day of November 1994, by and between the City of Clinton, Mississippi, a municipal corporation of the State of Mississippi (hereinafter the "OWNER"), and ST Environmental Services, Inc. (I), a Texas corporation qualified to do business in Mississippi (hereinafter the "OPERATOR").

The OWNER and the OPERATOR recite and acknowledge the following:

(1) On September 22, 1994, the OWNER and the OPERATOR entered into an Agreement for Management, Operation, and Maintenance of Clinton Wastewater Treatment Facilities (hereafter the "Management Agreement"). Under the Management Agreement, which became effective on October 1, 1994, the OPERATOR agreed to manage, operate, and maintain the wastewater treatment facilities of the OWNER for a five-year term beginning on October 1, 1994, and ending on September 30, 1999, unless renewed or terminated as provided therein.

(2) Section 3.09 of the Management Agreement provides that the OWNER shall lease to the OPERATOR, for use at or in connection with the said wastewater treatment facilities, the following three motor vehicles owned by the OWNER:

<u>Description</u>	<u>Vehicle Identification Number</u>
1993 Ford Pick-up	1FTDF15YOPNB22097
1987 GMC Pick-up	1GTDR14H8HS509458
1984 Chevrolet Pick-up	1GCCC14D2EF346983

(3) In order to effectuate and implement Section 3.09 of the Management Agreement, the OWNER and the OPERATOR are entering into this Lease Agreement. Under this Lease Agreement, the OWNER is the lessor and the OPERATOR is the lessee.

THEREFORE, for and in consideration of the payment by the OPERATOR to the OWNER of one dollar (\$1.00) per year, and in further consideration of the benefits accruing to both the OWNER and the OPERATOR pursuant to the Management Agreement, the OWNER and the OPERATOR hereby agree as follows:

I.

The OWNER hereby leases to the OPERATOR, and the OPERATOR hereby leases from the OWNER, the three motor vehicles described above. The OPERATOR shall use the three motor vehicles at or in connection with the wastewater treatment facilities of the OWNER identified in the Management Agreement. The OWNER shall have the right to inspect the three motor vehicles at reasonable times.

II.

This Lease Agreement is retroactively effective as of October 1, 1994. The term of this Lease Agreement shall be identical to the term of the Management Agreement and shall continue until September 30, 1999, unless the Management Agreement is renewed or terminated as provided therein.

III.

During the term of this Lease Agreement, the OWNER shall have the right to substitute an appropriate replacement motor vehicle for any motor vehicle described above. In such an

event, the replacement motor vehicle shall become subject to the provisions of this Lease Agreement.

IV.

The OPERATOR shall pay the cost of gasoline, oil, and maintenance of the three motor vehicles. The OPERATOR shall procure, and pay the premiums on, insurance for the three motor vehicles. The OPERATOR shall maintain automobile liability insurance ~~for the three motor vehicles in the amount of five hundred thousand dollars (\$500,000) ^{AND} for collision, comprehensive, bodily injury, and property damage coverage.~~ *IN ACCORDANCE WITH THE MANAGEMENT AGREEMENT TERMS* ^{WPN}

V.

The OWNER shall obtain current license plates and/or license plate decals for the three motor vehicles and shall pay any ad valorem taxes or fees in connection therewith. Title to the three motor vehicles shall remain registered in the name of the OWNER.

VI.

The OWNER and the OPERATOR may place on the three motor vehicles such identification signs as may be authorized by the laws of the State of Mississippi.

VII.

The OPERATOR shall keep the three motor vehicles in good working order, condition, and repair, reasonable wear and tear excepted. Should any motor vehicle require major repairs, the OPERATOR shall consult with the OWNER in regard to the expense and reasonableness of such major repairs and the need, if any, for a replacement vehicle.

VIII.

On the expiration of the term of this Lease Agreement, the OPERATOR shall return the three motor vehicles to the OWNER in the same condition as when received, reasonable wear and tear excepted.

IX.

The OPERATOR shall not assign, transfer, sublet, pledge, or encumber any of its rights under this Lease Agreement.

X.

This Lease Agreement and the said Management Agreement dated September 22, 1994, shall be construed and interpreted together. This Lease Agreement shall be governed by the laws of the State of Mississippi.

IN WITNESS WHEREOF, the OWNER and the OPERATOR have duly executed this Lease Agreement on the date set forth above, to be effective retroactively to October 1, 1994.

CITY OF CLINTON, MISSISSIPPI, OWNER

BY: Rosemary Aultman
ROSEMARY AULTMAN, MAYOR

ATTEST:

Nelson Byrd
NELSON BYRD, CITY CLERK

ST ENVIRONMENTAL SERVICES,
INC. (I), OPERATOR

BY: William T. Nabors
WILLIAM T. NABORS, SENIOR
VICE PRESIDENT

RESOLUTION

WHEREAS, on October 16, 1990, a Resolution was adopted by the City of Clinton requesting the Mississippi Legislature to enact legislation to authorize the City of Clinton to establish the payment of one (1) additional payment per year from the monies accumulated in the Clinton Police and Fire Disability and Relief Fund to be paid directly to retired members of said fund, or the beneficiaries thereof, who on December 1 of each year are receiving a retirement allowance under Section 21-29-139 of the Mississippi Code of 1972. The amount shall be equal to the annual percentage change in each fiscal year of the consumer price index set by the United States government, not to exceed two and one-half percent (2 1/2%) of the annual retirement of the allowance, for each full fiscal year that the retired member or beneficiary has actually drawn retirement payments from the date of retirement or the passage of this Act, whichever is the later date. The first additional payment as described herein will, however, be payable to recipients as of December 1, 1991, who were recipients as of June 30, 1991; and

WHEREAS, the Senate approved such request in the form of House Bill No. 1542, approved by the Governor on April 9, 1991, authorizing the governing authorities of the City of Clinton to establish the payment of an additional payment each year to retired members of the Clinton Police and Fire Disability and Relief Fund based on the change in the consumer price index; to provide that payment of the additional payments shall not be established unless the disability and relief fund currently is actuarially sound and will remain actuarially sound if the additional payments are made; and for related purposes; and

WHEREAS, the governing authorities wish to establish the additional payments authorized in House Bill No. 1712, and request the Board of Trustees of the Public Employees' Retirement System to make payments directly to the persons authorized and entitled to receive the payments.

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

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

Alderman FERRELL moved that the foregoing Resolution be adopted.
Alderman TODD seconded. The vote was as follows:

Alderman Brabham:	<u>AYE</u>	Alderman Fisher:	<u>AYE</u>
Alderman Ferrell:	<u>AYE</u>	Alderman Touchton:	<u>AYE</u>
Alderman DePriest:	<u>AYE</u>	Alderman Lott:	<u>AYE</u>
Alderman Todd:	<u>AYE</u>		

APPROVED on the 15th day of NOVEMBER, 1994.


Rosemary G. Aultman, Mayor

ATTEST:


Nelson Byrd, City Clerk