

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF
ALDERMEN
TUESDAY JULY 15, 2014 – 7:00 P. M.
MUNICIPAL COURTROOM – 305 MONROE STREET**

WELCOME AND CALL TO ORDER Mayor Phil Fisher

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderwoman Cossitt followed by the pledge of allegiance to the flag led by Alderman Cashion.

ROLL CALL City Clerk, Russell Wall

Present: Jehu Brabham – Alderman-at-Large
 David Ellis – Alderman Ward 1
 Jim Martin – Alderman Ward 2
 William O Barnett – Alderman Ward 3
 Greg Cronin – Alderman Ward 4
 Jan Cossitt – Alderwoman Ward 5
 Mike Cashion – Alderman Ward 6

RECOGNITIONS

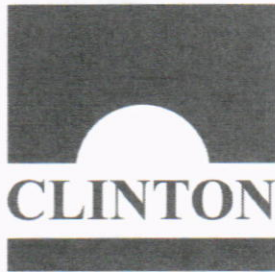
The Mayor read a letter from a citizen sent to Mike Parker, Director of Public Works complementing the work of Water Sewer employee Lenard Kelly for his help with an afterhour's water sewer problem.

The Mayor also read a letter from Robert Collier, lead singer of Meet the Press, complimenting the City and the Parks and Recreation Staff for their help at the recent Fourth of July Celebration. Meet the Press was the main entertainment at the Celebration.

Finally, the Mayor read a letter from a citizen of Texas complimenting the Clinton Fire Department on their professionalism on the handling of a recent accident on I-20.

APPROVAL OF CONSENT AGENDA ITEMS A - G

MOTION made by Alderman Ellis and **SECONDED** by Alderman Cashion to approve the Consent Agenda Items A-G. **MOTION CARRIED UNANIMOUSLY**



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DEPARTMENT HEAD REPORTS

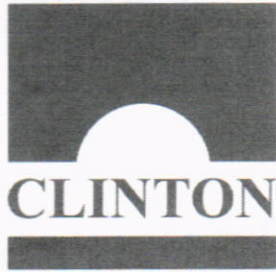
Mike Warren, Police Chief reported to the board the statistics for calls for service, traffic stops, number of tickets written, and number of arrests for the period June 23, 2014 through July 6, 2014 as compared to the same period in 2013. He also reviewed the statistics for the year July 1, 2012 through June 30, 2013 as compared to the period July 1, 2013 through June 30, 2014. The Chief then updated the board on recent arrests made of several burglary suspects and the arrest of eight (8) suspects in which many outstanding warrants were cleared.

Barry Burnside, Fire Chief, reported the statistics on the number of service calls including medical and fire calls for the period of January 2014 to July 2014 as compared to the previous year. He also informed the board that two firefighters would be attending the Fire Academy in August and updated the board on various other activities the department was involved in including holding classes on fire safety and training of firefighters at the Mississippi College parking garage.

Mike Parker, Director of the Public Works Department updated the board on the proposed completion date of the Pinehaven Drive expansion project, that two houses that the board approved to have demolished were completed, that the intersection improvements to the College Street and Old Highway 80 intersection would be completed by August 1, 2014, and the Hazardous Waste Day would be held from 8:00 am to 12:00 noon on October 4, 2014 at the Public Works building located on Springridge Road.

BOARD OF ALDERMEN DISCUSSION AND REPORTS

There were no items from the Board of Aldermen.



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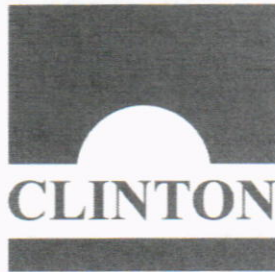
MAYOR'S DISCUSSION AND REPORTS

UNKEMPT PROPERTY LOCATED AT 208 CASA GRANDE

Upon presentation by Angie Gelston, Compliance Officer, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Cashion the board approved a resolution determining the necessity for cleaning the property located at 208 Casa Grande, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. The board also approved a thirty (30) day extension to give the owner time to clean the property before the City took over the cleaning. A public hearing was held and the owner of the property Mike Caraway informed the board that the property did need cleaning and if the board would give him thirty (30) days he would have the property cleaned. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 1829 MCRAVEN

Upon presentation by Angie Gelston, Compliance Officer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Martin the board approved a resolution determining the necessity for cleaning the property located at 1829 McRaven, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. The board also decided that the property should be cleaned immediately. Several board members were concerned about the pond located on the property and if the pond was a hazard to the health and public safety of the persons living near the property. A public hearing was held and the property owner Mike McDonald stated that he was working on cleaning the property and he intended to have the property cleaned as soon as possible. Len Vernamonti and Tom Hudson neighbors of Mr. McDonald stated that this was a continuing problem and they were concerned with the pond. They were afraid if the pond was not cleaned that the stagnant water may breed mosquito's that would cause West Nile virus. The resolution is on file with the City Clerk. **THE VOTE WAS 5 TO 2, WITH ALDERMAN BRABHAM, ALDERMAN MARTIN, ALDERMAN BARNETT, ALDERMAN CRONIN AND ALDERMAN CASHION VOTING AYE AND ALDERMAN ELLIS AND ALDERWOMAN COSSITT VOTING NAY**



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UNKEMPT PROPERTY LOCATED AT 1404 ROSEMONT

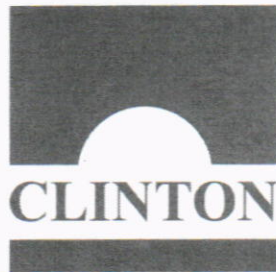
Upon presentation by Angie Gelston, Compliance Officer, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Cronin the board approved a resolution determining the necessity for cleaning the property located at 1404 Rosemont, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. The board also approved a thirty (30) day extension to the property owner to clean the property before the City stepped in to clean the property. A public hearing was held and the property owner Alvin Buckles asked for a thirty (30) day extension to clean the property. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 206 STONEGATE

Upon presentation by Angie Gelston, Compliance Officer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderwoman Cossitt the board approved a resolution determining the necessity for cleaning the property located at 206 Stonegate, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972, as amended and other applicable statutes and ordinances. A public hearing was held but no one representing the property owners was present and there was no public comment. The resolution is on file with the City Clerk. **MOTION CARRIED UNANIMOUSLY**

**RECEIVE THE CERTIFICATE OF ATTENDANCE FROM TAMRA MORGAN FOR
ATTENDING THE MUNICIPAL COURT CLERKS STATEWIDE SUMMER SEMINAR
HELD JUNE 23, 2014 THROUGH JUNE 24, 2014**

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Martin the board received the Certificate of Attendance from Tamra Morgan for attending the Municipal Court Clerks Statewide Summer Seminar held June 23, 2014 through June 24, 2014. **MOTION CARRIED UNANIMOUSLY**



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APPROVE A REQUEST FOR THE MAYOR TO SIGN A CONTRACT WITH MORRIS & ASSOCIATES FOR CONSULTANT SERVICES RELATED TO POLICE PROMOTIONAL PROCESS

Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderwoman Cossitt and **SECONDED** by Alderman Martin the board approved the request for the Mayor to sign a contract with Morris & Associates for consultant services related to Police promotional process. **MOTION CARRIED UNANIMOUSLY**

APPROVE REQUEST TO CONVERT 31 PIECES OF EVIDENCE TO CITY PROPERTY

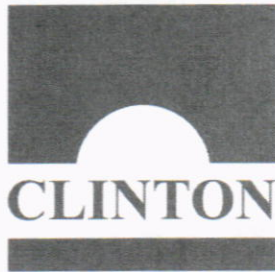
Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Barnett the board approved the request to convert 31 pieces of evidence to City property. **MOTION CARRIED UNANIMOUSLY**

AUTHORIZE RETIRED POLICE OFFICER GREGORY YELVERTON CRAFT TO PURCHASE HIS DEPARTMENT ISSUED SIDEARM FOR THE PRICE OF \$1.00 AS AUTHORIZED BY MISSISSIPPI CODE SECTION 45-9-131

Upon presentation by Michael Warren, Police Chief, **MOTION** made by Alderman Barnett and **SECONDED** by Alderman Ellis the board authorized retired Police Officer Gregory Yelverton Craft to purchase his department issued side arm for \$1.00 as authorized by Mississippi Code Section 45-9-131. **MOTION CARRIED UNANIMOUSLY**

APPROVE DECLARING THE SPECIAL OPERATIONS TRUCK (1999 F-550 – VIN#1FDAW57F4XEE36773) AS SURPLUS PROPERTY, AND FUTHERMORE, AUTHORIZING THE SALE OF SAD VEHICLE AT AUCTION

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Cronin the board approved declaring the Special Operations Truck (1999 F-550 – VIN#1FDAW57F4XEE36733) as surplus property, and furthermore, authorizing the sale of said vehicle at auction. **MOTION CARRIED UNANIMOUSLY**



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**APPROVAL OF THE PURCHASE OF 27 NFPA 2013 COMPLIANT SELF CONTAINED
BREATHING APPARATUS' (WITH 27 SPARE BOTTLES AND 17 ADDITIONAL AIR-
MASKS), AND 3 RAPID INTERVENTION TEAM PACKS (WITH 3 SPARE BOTTLES
AND 3 AIR MASKS), TO BE FUNDED THROUGH THE ASSISTANCE TO
FIREFIGHTERS GRANT PROGRAM (AFG)**

Upon presentation by Barry Burnside, Fire Chief, **MOTION** made by Alderman Martin and **SECONDED** by Alderman Cronin the board approved the purchase of 27 NFPA 2013 compliant Self Contained Breathing Apparatus' (with 27 spare bottles and 17 additional air-masks), and 3 Rapid Intervention Team Packs (with 3 spare bottles and 3 air-masks), to be funded through the Assistance to Firefighters Grant Program (AFG). **MOTION CARRIED UNANIMOUSLY**

**ACCEPT A CHECK FOR \$500.00 FROM KEEP MS BEAUTIFUL FOR TRAVEL
EXPENSES FOR MIKE PARKER & GERALDINE SLEDGE TO ATTEND THE STATE
RECYCLING CONFERENCE IN THE FALL**

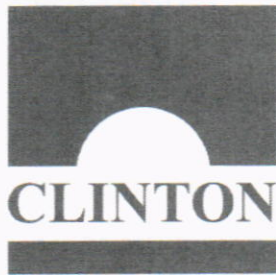
Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderman Ellis and **SECONDED** by Alderman Brabham the board accepted a check for \$500.00 from Keep MS Beautiful for travel expenses for Mike Parker & Geraldine Sledge to attend the State Recycling Conference in the fall. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF FINAL PLAT FOR OAK MEADOWS PART III C

Upon presentation by Mike Parker, Director of Public Works, **MOTION** made by Alderwoman Cossitt and **SECONDED** by Alderman Brabham the board approved accepting the final plat for Oak Meadows Part III C. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL TO ADVERTISE FOR BIDS FOR "HAMPSTEAD BOULEVARD PHASE
II" – STPD-7365-00(001) LPA/105562-701000**

Upon presentation by Bill Owens, Consulting Engineer, **MOTION** made by Alderman Martin and **SECONDED** by Alderwoman Cossitt the board approved the request to advertise for bids for "Hampstead Boulevard Phase II"- STPD-7365-00(001) LPA/105562-701000. **MOTION CARRIED UNANIMOUSLY**



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OTHER BUSINESS

The Mayor asked the board as they were riding through their wards to report to him any areas where they saw standing water to let him know and he would have drains installed to remove the water.

Alderman Cashion asked for an update on the cleaning of the Bill Will property located on Highway 80. He was informed that the property owner was contacted and the property would be cleaned in the next few days.

Alderman Brabham recognized Boy Scout Noah Yates of Troop 88 in attendance at the meeting to work on his citizenship merit badge.

ADJOURN 8:28 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Cashion to adjourn until the next regular meeting of the Mayor and Board of Aldermen to be held August 5, 2014 at 7:00 p. m. **MOTION CARRIED UNANIMOUSLY**

APPROVED: 
Philip R. Fisher, Mayor

7/31/14
Date

ATTEST: 
Russell L. Wall, City Clerk

7-31-14
Date



MR. PARKER,

I WOULD LIKE TO EXPRESS MY
GRATITUDE TO YOUR EMPLOYEE,
LEONARD KELLY. MR. KELLY CAME OUT
ON AN AFTER HOURS CALL ON
WEDNESDAY, JUNE 18, 2014.

MR. KELLY EXHIBITED COMPLETE
PROFESSIONALISM AND COMPETENCE,
WHILE WORKING TO RESOLVE THE ISSUE.
PLEASE EXPRESS MY GRATITUDE TO
MR. KELLY.

DEATHA GARNETT-JORDAN



COLLIER & STONE, LLC

July 8, 2014

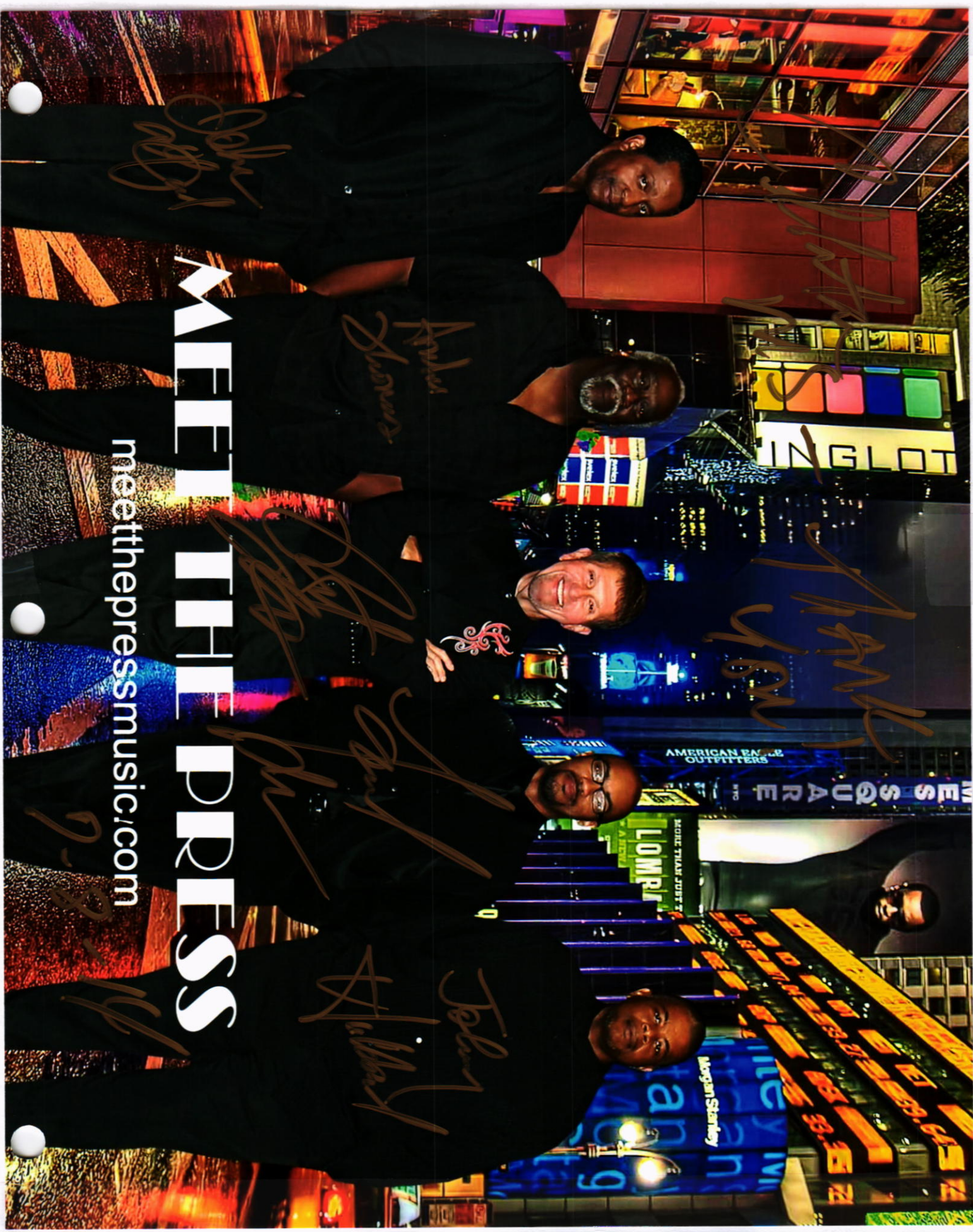
Mayor Fisher,

This is Robert Collier the lead singer for the band Meet the Press who had the honor of performing for you July 4. I am also the President of Collier & Stone LLC and was an officer and owner of a consumer finance company in Mississippi for 22 years. As a business owner, I understand the value of leadership, hard work and dedication to be successful. And in every fruitful endeavor it has to start at the top and hope it catches fire to the ones who make it successful, the employees. Mr. Mayor, from my 35 years of municipal and corporate experience... the City of Clinton, MS is a model for other municipalities to look to. From the time we pulled into the complex to the moment we pulled off, it was nothing but positive energy and hospitality. From the warm greetings by yourself, Alderman's Cashion, Cronin, Barnett, Martin, Ellis Brabham and Alderwoman Cossitt to the informative dedication and hard work by ALL of the workers that were there, Sir, we tip our hats to you all.

And if I may, from the time we started unloading the trucks that morning to the moment we closed the doors that night, there was not enough Kristi Glissen and Cole Smith could do to better represent the City of Clinton's warmth and hard work. They were both helpful, informative and not once did either sigh at any request we made. Top that off with one of the greatest and classiest crowds we have ever played for... All we can say, it was a pleasure, an honor and forever the City of Clinton will put a smile on our faces.

May God bless you and the City of Clinton from Meet The Press,

Robert Collier, Andrew Thomas, Lamond Jamison, John Alford, Jonny Hubbard
mtpmusic14@gmail.com
meetthepressmusic.com



MEET THE PRESS

meetthepressmusic.com

9-8-14

Mayor

8737 Stonebriar Lane

Fort Worth, TX 76123

July 1, 2014

Fire Station Staff

1234 Clinton-Raymond Rd.

Clinton, MS 35096

Dear Fire Station Staff:

I wanted to thank all of you for the excellent care that we received following an accident on June 18 while we were travelling back home from a meeting of the General Assembly of our church. An 18-wheeler moved into my lane and I got off I-20 onto the median to avoid being hit. I spun out of control getting back onto the highway after the truck driver finally responded to the blaring of my horn.

Even though I've been thinking about writing this letter for a few days, I still don't know where to start as I think of all the things that you did to help us. For every single person that we interacted with, I think the work that you do is more than your job or your career, it is your calling. Thinking about it later, I realize that your priorities were 1. Evaluate us for physical injury, 2. Clear the wreckage from the road, 3. Support us in the aftermath. Obviously you all are highly trained professionals doing what you were taught to do. But it was more than that. All of you exhibited qualities that nobody can teach you, you either have them or you don't. By this I mean things like kindness and compassion. One of my travelling companions said that you treated us like we were your mother and your sisters. She later amended that and said that maybe some of you even treated us better than your mothers because there is always tension in long term relationships so some of you recently could have had some tensions with your mothers. Just being in your presence soothed some of the trauma. I didn't realize how much it took out of me; it was 2-3 days later when I stopped feeling so drained that I realized how draining it had been.

Thanks to the chief for the advice to call and talk to our families immediately to lessen the chance that they would be needlessly alarmed from receiving incomplete information.

Thanks to the men who stopped me from reaching into the front seat every time I tried to do that. I know now that you were protecting me from the possibility of a delayed deployment of the seat belts. One of my friends was very amused when I talked about how it really is possible for someone to raise their voices and use a very no-nonsense tone, and still call you ma'am all at the same time. So, I even thank you for raising your voices at me to keep me safe. And my apologies for being so slow to pick up

on what I needed to do and not do. While I was feeling very calm I now realize that some of that feeling of calmness was shock and I was still in the middle of trying to absorb the reality of the situation.

Thank you for all of the numerous little kindnesses: thinks like waiting for me to finish the phone call before using the vacuum cleaner, getting us ice water, explaining that the shift was about to change and we would be seeing new faces, introducing us to some of the guys on the arriving shift, making sure we didn't need help with finding hotel rooms, airing up the tire on the rental car that Hertz delivered to us, etc. The list goes on and on. Little kindnesses are really big when you are in the middle of a traumatic situation.

In closing, I wish all the best to all of you. May the Lord continue to bless you in your work.

Sincerely,

A handwritten signature in cursive script that reads "Glenda M. Foreman". The signature is written in dark ink and is positioned below the word "Sincerely,".

Glenda foreman

REOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 208 Casa Grande, Clinton, Mississippi, and after full consideration of the matter, Alderman Ellis offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 208 Casa Grande, Clinton, Mississippi, under the Authority granted to Municipalities by section 21-19-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 208 Casa Grande, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required by Section 21-19-11 of the Mississippi Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. on Tuesday, July 15, 2014 at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to cut weeds and grass, to remove trash and debris or demolition of said property.

NOW BE IT RESOVLED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 208 Casa Grande, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statues and ordinances, to cut weeds and grass, and to remove junk cars,

trash and debris or the demolition of said property.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

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

Alderman Brabham voted:	<u>AYE</u>
Alderman Ellis voted:	<u>AYE</u>
Alderman Martin voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderman Cronin voted:	<u>AYE</u>
Alderwoman Cossitt voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

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

The foregoing resolution was approved this 15th day of July, 2014.

CITY OF CLINTON

BY: _____

Philip R. Fisher, Mayor

ATTEST: _____

Russell L. Wall, City Clerk



REOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 1829 McRaven Road, Clinton, Mississippi, and after full consideration of the matter, Alderman Braham offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 1829 McRaven Road, Clinton, Mississippi, under the Authority granted to Municipalities by section 21-19-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 1829 McRaven Road, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required by Section 21-19-11 of the Mississippi Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. on Tuesday, July 15, 2014 at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to cut weeds and grass, to remove trash and debris or demolition of said property.

NOW BE IT RESOVLED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 1829 McRaven Road, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statues and ordinances, to cut weeds and grass, and to remove junk cars,

trash and debris or the demolition of said property.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

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

Alderman Brabham voted:	<u>AYE</u>
Alderman Ellis voted:	<u>NAY</u>
Alderman Martin voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderman Cronin voted:	<u>AYE</u>
Alderwoman Cossitt voted:	<u>NAY</u>
Alderman Cashion voted:	<u>AYE</u>

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

The foregoing resolution was approved this 15th day of July, 2014.

CITY OF CLINTON

BY: Philip R. Fisher
Philip R. Fisher, Mayor

ATTEST: Russell L. Wall
Russell L. Wall, City Clerk



REOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 1404 Rosemont, Clinton, Mississippi, and after full consideration of the matter, Alderman Ellis offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 1404 Rosemont, Clinton, Mississippi, under the Authority granted to Municipalities by section 21-19-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 1404 Rosemont, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required by Section 21-19-11 of the Mississippi Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. on Tuesday, July 15, 2014 at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to cut weeds and grass, to remove trash and debris or demolition of said property.

NOW BE IT RESOVLED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 1404 Rosemont, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statues and ordinances, to cut weeds and grass, and to remove junk cars,

trash and debris or the demolition of said property.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

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

Alderman Brabham voted:	<u>AYE</u>
Alderman Ellis voted:	<u>AYE</u>
Alderman Martin voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderman Cronin voted:	<u>AYE</u>
Alderwoman Cossitt voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

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

The foregoing resolution was approved this 15th day of July, 2014.

CITY OF CLINTON

BY: 
Philip R. Fisher, Mayor

ATTEST: 
Russell L. Wall, City Clerk



REOLUTION FOR UNKEMPT PROPERTY IN THE CITY OF CLINTON, MS

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unkempt property located at 206 Stonegate, Clinton, Mississippi, and after full consideration of the matter, Alderman Blaabham offered the following Resolution:

Resolution of the Mayor and Board of Aldermen of the City of Clinton, Mississippi, determining the necessity for the cleaning of private property located at 206 Stonegate, Clinton, Mississippi, under the Authority granted to Municipalities by section 21-19-11, Mississippi Code of 1972 as Amended, and other applicable Statutes and Ordinances

WHEREAS, it has come to the attention of the Mayor and Board of Aldermen that the property located at 206 Stonegate, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanness; and

WHEREAS, notice was given to the owner of said property as required by Section 21-19-11 of the Mississippi Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m. on Tuesday, July 15, 2014 at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of Community Development is directed to take such action as appropriate under Section 21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances, to use municipal employees or, by contract, to cut weeds and grass, to remove trash and debris or demolition of said property.

NOW BE IT RESOVLED, by the Mayor and Board of Aldermen of the City of Clinton, Mississippi, as follows:

1. It is hereby adjudicated that the property located at 206 Stonegate, Clinton, Mississippi, in its present condition, constitutes a menace to the public health and safety of the community.
2. The Director of Community Development is hereby directed to take such action as appropriate under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statues and ordinances, to cut weeds and grass, and to remove junk cars,

trash and debris or the demolition of said property.

3. The Director of Community Development is hereby directed that upon completion of this cleaning that he advise the Mayor and Board of Aldermen of the City of Clinton, Mississippi, of the actual costs incurred in cleaning the property so that the Mayor and Board of Aldermen for the City of Clinton, Mississippi, may adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under Section 21-19-11, Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

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

Alderman Brabham voted:	<u>AYE</u>
Alderman Ellis voted:	<u>AYE</u>
Alderman Martin voted:	<u>AYE</u>
Alderman Barnett voted:	<u>AYE</u>
Alderman Cronin voted:	<u>AYE</u>
Alderwoman Cossitt voted:	<u>AYE</u>
Alderman Cashion voted:	<u>AYE</u>

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

The foregoing resolution was approved this 15th day of July, 2014.

CITY OF CLINTON

BY: _____

Philip R. Fisher, Mayor

ATTEST: _____

Russell L. Wall, City Clerk





Certificate of Attendance

THE MISSISSIPPI MUNICIPAL COURT CLERK'S ASSOCIATION

AWARDS THIS CERTIFICATE TO

Taxara Morgan

FOR ATTENDING THE

MISSISSIPPI MUNICIPAL COURT CLERK'S ASSOCIATION

SUMMER SEMINAR

JUNE 23-24, 2014

COURTYARD MARRIOTT GULF PORT, MISSISSIPPI

Kathi Watson

Kathi Watson, MMCCA President

**CONTRACT FOR CONSULTANT SERVICES
BETWEEN CITY CLINTON, MISSISSIPPI
AND MORRIS & ASSOCIATES, INC.**

This Contract for Consultant Services (the "Contract") is made and entered into this the 15th day of July 2014, by and between the City of Clinton, a municipal corporation of the State of Mississippi, (the "City") and Morris & Associates, Inc., a Mississippi Corporation ("Consultant").

RECITALS

WHEREAS, the City seeks to develop, validate, administer, and implement testing and assessment process for the ranks of Lieutenant and Sergeant within the City of Clinton Police Department, which processes are comprehensive, non-discriminatory, and job-related;

WHEREAS, the Consultant has agreed to provide consulting services necessary to assist the City in developing, validating, administering, and implementing such a program for both ranks; and

WHEREAS, the parties desire to enter into this Contract in order to more particularly define their responsibilities and duties.

NOW, THEREFORE, in consideration of the Recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
PROJECT AND SCOPE OF SERVICES**

1.01 **Project Description.** The City hereby retains the Consultant to develop, validate, implement, and administer a testing and assessment process for the ranks of Lieutenant and Sergeant within the City of Clinton Police Department as described in more detail later in this contract.

1.02 **Compliance With Contract.** The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall, unless otherwise indicated herein, be used, developed, validated, implemented, and administered pursuant to the scope, terms, warranties, representations, and covenants set forth in this Contract.

1.03 **Compliance With Laws And Professional Standards.** The methodologies, testing, assessments, services, and systems to be provided by the Consultant shall also be used, developed, implemented, and administered in compliance with the applicable requirements of: (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq., as amended; (b) the most current version of the Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures; (c) the most current version of the Society of Industrial and Organizational Psychologists' Principles for the Validation and Use of Personnel Selection Procedures; (d) the most current version of the American Psychological Association's Standards for Education and Psychological Testing, and (e) any other applicable laws, rules, regulations, or professional standards governing the Consultant's duties or responsibilities under this Agreement. In the event of a conflict between any legal requirements and non-legal professional requirements, the legal requirements shall control. In the event of a conflict between any of the professional standards set forth above, the personnel assigned by the Consultant to carry out this contract shall use their best professional judgment and use the standard that most accurately reflects the current state of psychological testing requirements.

1.04 **Scope of Services.** In addition to any other duties set forth in this Contract, the Consultant shall provide those services as described generally in the attached Statement of Work (Addendum A).

ARTICLE I TERMS OF AGREEMENT GENERALLY

2.01 **Amount Of Funding.** In consideration of the Consultant's performance of the duties and responsibilities set forth herein, the City agrees to pay the Consultant the sum of NINE THOUSAND AND NO/100 (\$9,000.00) for the two ranks. The aforesaid sum shall be due and payable to Consultant in partial disbursements upon completion of certain "Billing Milestones" as said milestones appear in the table of tasks and milestones attached hereto as Addendum B to this contract and incorporated herein in its entirety by reference.

Additionally, City will pay all expenses related to assessors, which include travel, hotel accommodations, and per diem while traveling and involved in the scoring process. The City will be responsible for providing appropriate facilities to administer all parts of the process, including a suitable venue for the scoring of candidates' recorded performances.

2.03 **Payment.** As previously stated, the City shall pay the Consultant according to the schedule of billing milestones set out in Addendum B to this contract. The Consultant shall submit invoices to the City upon the attainment of each milestone and the City shall have thirty (30) days to pay the amounts invoiced or to contest any amount listed therein.

2.06 **Nondiscrimination.** The Consultant and the City shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, religion, sex, age, or national origin, or otherwise commit a discriminatory employment practice. The Consultant and the City will take action to ensure that applicants are employed and that employees are dealt with during their employment without regard to their race, creed, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The Consultant and the City further agree that this clause will be incorporated in all contracts entered into with subcontractors who may perform any services in connection with this Contract.

2.07 **Term Of Contract.** The term of this Contract shall begin upon the execution date referenced above and will terminate upon the final payment by the City after receipt of the validation reports from the Consultant.

ARTICLE III INDEMNIFICATION, INSURANCE, BONDING, AND PAYMENT OF OBLIGATIONS

3.01 **Hold Harmless.** With respect to all acts and omissions which do not directly arise out of the performance of professional services, including but not limited to those acts, errors or omissions normally covered by general and automobile liability insurance, the Consultant agrees to indemnify, defend (at City's option), and hold harmless the City, its officials, employees, agents and representatives, from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with Consultant's (or Consultant's subcontractors, if any) performance or failure to perform under the terms of this Contract; excepting those which arise from the sole negligence of the City.

3.03 Insurance Requirements.

(a) Before commencing any work, the Consultant shall furnish the City with Certificates of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect. The theme/title of the project shall also be specified on the Certificate of Insurance.

(b) The Consultant, upon execution of this Agreement, shall provide, at its own cost and expense, the following insurances to the City with companies acceptable to the City, which insurance shall be evidenced by certificates and/or policies as determined by the City.

(i) Workers Compensation Insurance: The Contractor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Mississippi and shall require all subcontractors to do likewise.

(ii) Commercial General Liability Insurance: Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

Commercial General Liability Insurance; MINIMUM LIMITS of:

\$2,000,000	General Aggregate per Project
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage any one Fire
\$ 5,000	Medical Expense any One Person

(iii) Property Insurance: Contractor shall be responsible for maintaining any and all property insurance on their own equipment.

(iv) Errors and Omissions: Errors and omissions coverage in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) for each wrongful act/aggregate and the Consultant shall maintain such coverage for at least three (3) years from the termination date of this Contract.

(c) If any of the Insurance Requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the contractor.

(d) Additional coverage and limits may be required based upon the particular services contracted. If such additional coverage is required for a specific contract, those requirements will be described in the "Special Conditions" of the contract specifications.

(e) The Consultant is required to provide copies of the insurance policies upon request. Copies of all required endorsements and Certificate of Insurance shall also be mailed to the City at such address as City shall designate.

ARTICLE IV INTEREST OF PARTIES

4.01 **Independent Contractor Status.** The Consultant is an independent contractor in the performance of all activities and functions pursuant to this operating agreement. The Consultant and City are not and shall not be considered as joint ventures, partners or agents of each other, and neither shall have the power to bind or obligate the other. The Consultant's officers, employees, agents, and subcontractors shall not be considered as officers, employees, or agents of City. City and the Consultant hereby agree not to represent to anyone that they are agents of one another or have any authority to act on behalf of one another, except as specifically provided otherwise.

4.02 **Voluntary Assignment of Interest.** The Consultant shall not assign this agreement without the prior written consent of City; and, any such assignment, without such consent, shall be void and, at the option of City, shall terminate this agreement.

4.03 **Involuntary Assignment of Interest.** This agreement or any rights hereunder shall not be subject to involuntary assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and of no effect. Notwithstanding the foregoing, the Consultant agrees that:

(a) In the event that any proceeding under the Bankruptcy Act, or any amendment thereto, is commenced against Consultant, and the proceedings are not dismissed before either an adjudication in bankruptcy or the confirmation of a composition, arrangement or plan or reorganization; or

(b) In the event Consultant is (i) adjudged insolvent, (ii) makes an assignment or execution is levied against any real or personal property owned or leased by Consultant that is not released or satisfied within fifteen (15) days thereafter, or (iii) if a receiver is appointed in any proceeding or action to which Consultant is a party with authority to take possession or control of the premises or the business conducted thereon by Consultant and such receiver is not discharged within a period of fifteen (15) days

after his appointment, any such event or any involuntary assignment shall constitute a breach of this agreement by Consultant and, at the option of City and without notice or entry or other action of City, shall terminate this agreement and also all rights of Consultant under this agreement and any and all persons claiming under Consultant, in and to this agreement.

ARTICLE V TERMINATION AND DEFAULT

5.01 **Termination for Cause.** The breach of any provision of this agreement or the failure to perform any obligations or duties or to accept liability established by any act or omission from whatsoever cause by either party hereto shall be a default. The non-defaulting party shall give written notice of intent to terminate this agreement by registered or certified mail to the defaulting party stating the specific default of breach committed. The non-defaulting party shall have the option to terminate the agreement after expiration of the time periods as follows:

(a) If the default can be cured by payment or posting of money, bond or other security for money due, the payment of a final assessment, or other obligation, the defaulting party shall have fourteen (14) days after receipt of the notice to terminate in order to pay over such money, or, if the payment be contested, to deposit such amount with an independent escrow holder or a court of competent jurisdiction pending final determination of liability. Said deposit shall be in the form of cash unless the non-defaulting party approves some other form of security.

(b) If the default cannot be cured by payment or deposit of money or security as provided in subparagraph (a) above, the defaulting party shall have twenty-one (21) days after receipt of written notice to terminate in which to cure the defect.

(c) If the default is one that, by its nature, cannot be reasonably cured within twenty-one (21) days, then the defaulting party shall have a reasonable time in which to cure the default. Such time period shall not be greater than times required by statutes, laws, ordinances, rules and regulations, or order of the City of Clinton or State of Mississippi and shall be based upon a written schedule of performance and supporting documentation indicating the shortest period in which such default can be cured by the defaulting party.

(d) If the default is one that, by its nature, cannot be cured, the non-defaulting party may terminate this agreement on ten (10) days prior written notice.

5.02 **Termination for Convenience.** Either party may terminate this Contract for convenience and without cause at any time by giving the other party at least one (1) month prior written notice designating the termination date, with the stipulation that the City pay to the Consultant on the effective date of termination the applicable amount and reasonable overhead determined pursuant to the listed unamortized amount due as of the date of termination. In the event that a purported termination for cause by City under Section 5.01 is determined by a competent authority not to be properly a termination for cause, then such termination by City shall be deemed to be a termination for convenience under this Subsection 5.02.

5.03 **Performance.** In addition to any default arising under the provisions of Paragraph 5.01, the Consultant hereby acknowledges that the Consultant's failure to perform any of the following duties and obligations to the reasonable satisfaction of the City shall constitute a default permitting the City to initiate termination proceedings pursuant to paragraph 5.01.

- (a) Maintenance of a uniform system of accurate books, records and accounts.
- (b) Preparation and timely submission of the required reports to City.
- (c) Meet minimum activity levels.

5.04 **City's Right to Perform the Consultant's Obligations.** After the expiration of the applicable period of time for making any payment or for performing or complying with any obligation and duty provided under this Contract, or after the expiration of the applicable time to cure any default pertaining thereto, City, at its election and with no notice, may make any such payment or perform or comply with any such obligation and duty on behalf of the Consultant. The amount of any such payment and the cost of any such performance or compliance shall be due and payable by the Consultant on the first day of the first month following the date which such amount was paid or such cost was incurred. City shall give prompt written notice to the Consultant of the payment of such amount, and interest shall accrue from the date of such notice.

5.05 **Change of Ownership of Consultant.** This agreement is in no way transferable or assignable by Consultant. Should the ownership of the Consultant change through sale, buyout, merger, acquisition, or any other manner affecting the Consultant name(s) as included in this agreement, this agreement shall be null and void.

5.06 **Waiver.** No waiver by either party at any time of any of the terms, conditions, covenants or agreements of this agreement shall be deemed or taken as a waiver at any time thereafter of the same or

any other term, condition, covenant or agreement herein contained nor of the strict and prompt performance thereof by the party obligated to perform. No delay, failure or omission of either party to exercise any right, power, privilege or option arising from any default, nor subsequent acceptance of compensation then or thereafter accrued shall impair any such right, power, privilege or option or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No option, right, power, remedy or privilege of either party hereto shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options or remedies given to the parties hereto by this agreement are cumulative, and no one of them shall be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by a party shall not impair its rights to any other right, power, option or remedy.

5.07 **Breach of Contract.** Failure of any party to perform the obligations required by this Contract or incorporated herein by reference shall constitute a material breach of this agreement and the other party shall be entitled to pursue any and all remedies available at law or equity in addition to other rights and remedies specifically provided herein.

5.08 **Copyrighted Materials.** The parties represent and warrant that all test materials are proprietary to the Consultant. The Consultant agrees that he will not disclose any information pertinent to this Contract without prior approval of the City, unless required to by law.

ARTICLE VI MISCELLANEOUS PROVISIONS

6.01 **Time of Essence.** Time is of the essence of this agreement, and of every term, covenant, and condition hereof.

6.02 **Time for Performance.** The Consultant agrees to work with the City by accomplishing the tasks and meeting the deadlines set forth herein in a timely manner and in accordance with the proposed schedule.

6.03 **Quality of Services.** The Consultant agrees to perform the services specified herein in a good and professional manner and according to industry standards.

6.04 **Counterparts.** This agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute but one and the same agreement.

6.05 **Additional Instruments and Actions.** Each party shall deliver such further instruments and take such further actions as may be reasonably requested by the other in order to carry out the provisions and purposes of this agreement.

6.06 **Headings.** Headings and captions in this agreement are solely for the convenience of reference and shall not affect the interpretation of this agreement.

6.07 **Integration.** This agreement contains the complete statement of all the agreements and understandings between the parties with respect to its subject matter and cannot be changed or terminated orally. No waiver of the provisions of this agreement shall be valid unless in writing signed by the party against whom such waiver is sought to be enforced.

6.08 Severability. In the event that any provision of this Contract is rendered invalid or unenforceable, such provision shall be severed from this Contract and the remaining provisions shall continue in full force and effect, provided however, that if the effect of the severance of such unenforceable provision is to substantially deprive either party of the benefits of this Contract, this agreement may be terminated by the other party so deprived immediately upon written notice to the other party.

6.09 Notices. Any notice required or permitted hereunder shall be in writing and shall be sent by United States Certified Mail, postage prepaid, return receipt requested, to the appropriate party at the address listed below, or at such other addresses as may be provided by notice given under this section. Such notice should retain a postmarked receipt for certified mail as evidence of the mailing date.

CITY:

City of Clinton
[address line 1]
Clinton, MS [zip]
Attn: [name or title of individual]

CONSULTANT:

Morris & Associates, Inc.
Management Consultants
741 N. Congress Street
Jackson, MS 39202
Attn: Dr. David M. Morris

6.10 Governing Law. This Agreement shall be governed, construed, and enforced according to the laws of the State of Mississippi. All action, whether sounding in contract or in tort relating to the validity, interpretation and enforcement of this Agreement shall be instituted in the courts of the State of Mississippi, located in Hinds County, and in no other.

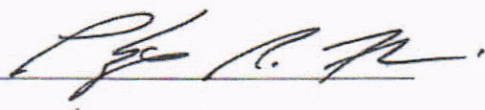
6.13 Project Delays. Delays may occur on the part of the City due to unforeseen circumstances (i.e., litigation, court injunctions, etc.). If such delays occur and require additional work to be performed by the Consultant, the City shall be charged at a rate agreed to by both parties and shall be evidenced by a written amendment to the Contract signed by both parties.

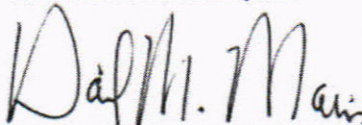
6.16 Duplication of Test Materials. The Consultant will be responsible for the duplicating of all exercises, tests, and materials used (by candidates) during the test, candidate orientation packets, and other similar test-related items. The cost of this duplication is included in the total contract price.

In witness whereof the parties have executed this agreement on the date above written.

City of Clinton

Morris & Associates, Inc.

By 


By David M. Morris, President

ATTEST: 
RUSSELL L. WALL, City Clerk

STATEMENT OF WORK
Addendum A

Consultant will undertake the following tasks in order to design, development, and implement a promotional process to assist the City in selecting the best candidates for promotion within Clinton Police Department for the ranks of Sergeant and Lieutenant:

1. Completion of a Job Analysis for both ranks.
2. Development of appropriate written tests for both ranks, to be comprised in part of existing validated Morris & Associates questions together with an appropriate number of questions drawn from source material unique to the City of Clinton.
3. Administer the written tests to candidates.
4. Develop appropriate exercises (two per rank) for oral presentations by candidates in a video-based setting.
5. Assist the City in identifying and recruiting assessors to evaluate the candidates' video-recorded presentations that are appropriate under current professional guidelines.
6. Train the assessors and overseeing the assessment process.
7. Administer a Professional History Portfolio component.
8. Administer Second Reviews of candidates' evaluations in the assessment exercises and the Professional History Portfolio component as requested by candidates under established procedures and guidelines.
9. Present to the City a rank-ordered list setting out the candidates' results in the various components as well as a combined over-all score.
10. Preserve all relevant data necessary to establish the validity of the process for an appropriate time to be produced upon proper request.

To Chief Michael Warren,

The following weapons listed below where confiscated by Clinton Police Officer's in the course of Arrest and Investigations related directly to Controlled Substances. To be disposed of in accordance to State Law: Mississippi Code Section 97-37-3(2)(b). Honorable Judge Steven Boone has signed Forfeiture Orders on all of these weapons:

Case #	Defendant	Make	Cal	Type	Serial #	Charge
08008473	Scott, A	Jimenez Arms	.380	Pistol	018847	Poss of Con Sub
08009849	Sanders, A	Hi-Point	9mm	Pistol	P150887	Poss of Con Sub
08009849	Sanders, A	Rohm Gmbh	38 cal	Revolver	FF367128	Poss of Con Sub
08007660	Horton, J	Hi-Point	40 cal	Pistol	X769103	Poss of Con Sub
08028063	Ellis/Harris	Hi-Point	.380 cal	Pistol	P800621	Poss of Con Sub
08014563	McGee, J	S&W	9mm	Pistol	TFP9378	Poss of Con Sub
09008348	Lee McGowan	Glock	.45	Pistol	MTG214	Poss Controlled Substance
09011022	Christopher Claiborne	Charter Arms	44	Revolver	826108	Poss Controlled Substance
09022482	Lontrell Jackson	Hi-Point	.45 ACP	X447427		Poss Controlled Sub
13021062	Quedarious Vaughn	Jimenez	.380	081163		Poss of Controlled Sub

All defendants in these cases either plead guilty or where found guilty in Clinton Municipal Court.

Respectfully,



Lt. Christopher B. Dill
Evidence Custodian
Clinton Police Department
305 Monroe Street
Clinton, MS 39056
601-951-2171 (cell)

03/27/2014

Clinton Police Department

305 Monroe St., Clinton, Mississippi 39056, (601) 924-5252

MICHAEL WARREN, CHIEF

NOTICE OF INTENTION TO DISPOSE OF ABANDONED PROPERTY

To: Any Owner- Known or Unknown

You are hereby notified that the property listed and described below was recovered and is currently being held by the Clinton Police Department.

Case Number	Name	Items	Criminal Charge
08011906	Brown, J	Sig Sauer .380	Pistol Disturbing the family Peace <i>DESMOTES</i>
08023302	Ferguson, Q	Taurus 9mm	Pistol Driving Offenses <i>GUESTY</i>
08019813	Freeman, C	Rossi .38 spec	Revolver Simple Assault
08015459	Veal, K	Jennings .380	Pistol Contempt of Court <i>7/17/08</i>
08019619	Johnson, S	Ruger P89 9mm	Pistol Carrying Concealed weapon <i>12/3/08 OUTLET</i>
08012617	Banks, J	Bryco .380	Pistol Driving Offenses
		S&W .38 cal	Revolver
08004456	Smith, D	Hi-Point .380	Pistol Driving Offenses
08004458	Kimes, D	Jimenez Arms 9mm	Pistol Driving Offenses
		Hi-Point .380	Pistol Violation City Ordinance <i>5/1/08</i>
08016920	Unknown	Ruger .22 cal	Revolver Found Property
08002183	Unknown	S&W .357	Revolver Recovered Stolen Property
09024869	Harper, R	Rossi .357	Revolver Serial# obliterated (Destroy)
09019552	Barnes, Q	Hi-Point .40 cal	Pistol Discharging Firearm in City <i>7/14/10</i>
09006122	Shields, K	S&W 9mm	Pistol Discharging Firearm in City <i>4/29/09</i>
09006126	Deaver, A	Hi-Point	Pistol Domestic Assault <i>REM-MENTAL</i>
09022482	Jackson, L	Hi-Point 45 cal	Pistol Poss of Controlled Substances <i>REM</i>
09005996	Barnes, C	Beretta .25 cal	Pistol Poss. Of Paraphernalia <i>REM</i>
09008436	Tillman, V	J.C. Higgins 22 cal	Revolver Simple Assault/Phy Menace <i>REM</i>
09015097	N/A	S&W 38 cal	Revolver Found Property
09005055	N/A	S&W 38 spec.	Revolver Discharging Firearm in City

TO RECOVER SAID PROPERTY

If you claim an interest in the above described property which is subject to notice under Mississippi Code Annotated 21-39-21, and wish to contest the disposition, you must within **one hundred twenty (120) days** after receipt of this notice or of the first publication of this Notice, file a written claim signed by you contesting the disposition. If you file such a Notice, a copy of said Notice must be served upon the attorney or representative providing this Notice by service of process in the same manner as in other civil cases. Said agent for process for the agency can be served at the following address: Listed on page (2)

Clinton Police Department

305 Monroe St., Clinton, Mississippi 39056, (601) 924-5252

DON BYINGTON, CHIEF

To: Judge Steven Nixon
From: Lt. Chris Dill
Ref: Pistols turned over to Police

Judge Nixon,

I am requesting a Judge's order to legally transfer the following (2) pistols into ownership of the City of Clinton.

(1) Glock

Model 22

Ser# HZB088

This weapon was given to the Clinton Police Department by the F.B.I. Task Force after the suspect plead Guilty to the charge of Armed Bank Robbery in 2007. Case # 07026896

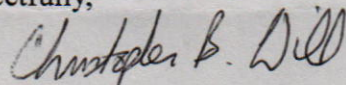
(2) F.I.E

Model .380 cal

Ser# BH07514

This weapon was turned over to Lt. Chris Dill by the owner Ian Stevens on 11/26/1999. Stevens no longer wanted the weapon and asked that the Police Department dispose of said weapon. Case# 9902556

Respectfully,



Lt. Christopher B. Dill
Clinton Police Department
Evidence Custodian

IN THE MUNICIPAL COURT OF THE CITY OF CLINTON, MISSISSIPPI

IN RE: DISPOSITION OF CERTAIN FIREARMS IN
THE POSSESSION OF THE CITY OF CLINTON

CASE NO. _____

**ORDER TRANSFERRING TITLE AND/OR OWNERSHIP OF FIREARMS TO THE
CITY OF CLINTON**

THIS CAUSE, having come on the Petition of the City of Clinton Police Department, who requested that this Court enter an Order transferring title and/or ownership of certain firearms to the City of Clinton, and the Court, having heard the matter and being fully advised in the premises, finds and orders as follows:

I.

That the Court has jurisdiction to hear and to enter an Order in this matter, in that it concerns property and/or evidence in the possession of the City of Clinton and/or which property and/or evidence relates to crime(s) and/or arrest(s) occurring in the City of Clinton, Mississippi.

II.

That a certain Glock, Model 22 handgun, bearing serial number HZB088 came into the possession of the Clinton Police Department when it was physically delivered to it by the FBI Task Force after the subject who previously owned or possessed the firearm pled guilty to Armed Robbery of a Bank in Case #07026896 in 2007.

III.

That a certain F.I.E., Model .380 calibre handgun, bearing serial number BH07514 came into the possession of the Clinton Police Department when it was physically delivered to it by Ian Stevens, the previous owner of the firearm, who stated to Lt. Chris Dill of the Clinton Police

Department that he no longer wanted the firearm and that he wished for the City of Clinton to dispose of the firearm.

IV.

That, in light of this, both of these firearms are lawfully in the possession of the City of Clinton, and the City of Clinton has the right to retain the possession of these firearms and to become the legal or record owner of these firearms.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the full, legal title and/or ownership in and to the above referenced Glock, Model 22 handgun, bearing serial number HZB088, and the above referenced F.I.E., Model .380 calibre handgun, bearing serial number BH07514, is hereby ordered to be vested in the City of Clinton, Mississippi.

SO ORDERED, ADJUDGED AND DECREED this the 21st day of January, 2014.



MUNICIPAL COURT JUDGE

RECEIVED

JUL 11 2014



CLINTON FIRE DEPT.

8050 McGowin Dr.
Fairhope, AL 36532
Phone (800) 642-8484
Fax (251) 928-9933

Quote

Date: 7/10/2014

Customer	Clinton Fire Department	Billing Address
Name	Chief Barry Burnside	Same
Address	1234 Clinton Raymond Rd	
City	Clinton	
State	MS	
ZIP		
Phone/Cell		

Qty	Description	Unit Price	TOTAL
25	MSA M7 XT 2013 Compliant SCBA 4500 PSI W/ 45' Carbon Cylinders A-M7XT-HD13COB12CABO Carrier w/ Double Pull Straps and Chest Strap and Lumbar Pad 45' Carbon Super Lite Cylinder Push To Connect Mask Mounted Regulator Ultra Elite Medium Face Piece W/ Nose Cup Speed-On Head harness W/ Neck Strap Internal Heads Up Device M7XT Integrated PASS Device	\$ 3,696.55	\$ 92,413.75
2	Same with Additional Extendaire II	\$ 3,936.53	\$ 7,873.06
27	Spare 45' Carbon Super Lite Cylinders	\$ 624.56	\$ 16,863.12
17	Spare Face Piece W/ Internal HUD	\$ 600.23	\$ 10,203.91
3	MSA RescueAire RiT Packs W/ Cylinders W/ 60' Cylinder	\$ 2,797.97	\$ 8,393.91
3	MSA Face Piece Medium For Rescue Aire RiT Packs	\$ 279.88	\$ 839.64
3	Spare 60' Cylinders	\$ 748.55	\$ 2,245.65

SubTotal \$ 138,833.04

Shipping \$ -

Tax Rate(s) 0.00% \$ -

0.00% \$ -

TOTAL \$ 138,833.04

Sales Rep Curtis Gho
Phone 800-642-8484 Ext 328
Cell 601-624-2366
email cgho@sunbeltfire.com

Office Use Only

MSA MS State Contract Number 5-340-21315-13 Extended Thru Septmeber 30 2014

"To always listen and know our customer's needs in order to provide them with the best
products and service in the industry"



Quote Number: 800198

Date: 7/11/14

Quote Expiration: EXPIRES 30 DAYS

To: CLI050

CLINTON FIRE DEPT.
ATTN: CHIEF BARRY BURNSIDE
1234 CLINTON - RAYMOND RD
CLINTON, MS 39056
United States of America

F.O.B. Point: DESTINATION

Salesperson: Ryan Brown (MS)

Quote Prepared By: Jessica Franks

If you have any questions concerning this quote, please contact our office

Thank you for your business.



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JUL 11 2014

CLINTON FIRE DEPT.

QUOTATION
201133CUSTOMER NO.
637

2310 Nail Road, Horn Lake, MS. 38637 (662) 280-4729 Fax (662) 342-7251

BILL TO:

Clinton Fire Department
1234 Clinton-Raymond Road
Clinton, MS 39056

SHIP TO:

Clinton Fire Department
1234 Clinton-Raymond Road
Clinton, MS 39056

PHONE: 601/925-1010

PAGE 1

FAX: 601/925-1016

DATE		SHIP VIA	F.O.B.	TERMS	
07/08/14		SHIP COMPLETE		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
QUOTE		07/08/14	MF		201133
QUANTITY	ITEM NUMBER		DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED				
27		SCH.X3414021000201	SCOTT 4.5 X3 with Snap Change SCOTT X3 4.5 Snap-Change W/STD REGULATOR, PAK ALERT SE, LESS FACEPIECE, LESS CYLINDER NFPA 1981 & 1982 2013edition PRICE INCLUDES (2) 200129-01 4500/45 Minute Cylinders (1) 201215-05 Av-3000 HT Facepiece	4,974.50	134,311.50
17		SCH.201215-05	SCOTT AV3000 HT FACEPIECE w/Br FacePiece WITH COMM.BRKT MEDIUM	243.00	4,131.00
3		SCH.200954-02	SCOTT RIT PAC III COMPLETE Includes RIT -Pak III Facepiece & EZ Flo Regulator 4500 PSI SYSTEM Includes : (2) 804723-01 4500/60 Minute Cylinders Mississippi State Contract# 5-340-21378-13 *** TO ADD QUICK CONNECT	4,345.00	13,035.00
Product Total		Discount	Freight	Taxable Amount	Tax
					Misc. Amt.
		QUOTATION TOTAL			

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.



QUOTATION 201133

CUSTOMER NO.
637

2310 Nail Road, Horn Lake, MS. 38637 (662) 280-4729 Fax (662) 342-7251

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1234 Clinton-Raymond Road
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PAGE 2

FAX: 601/925-1016

DATE		SHIP VIA	F.O.B.	TERMS	
07/08/14		SHIP COMPLETE		NET 30 DAYS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON		OUR QUOTE NUMBER
QUOTE		07/08/14	MF		201133
QUANTITY		ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
REQUIRED	SHIPPED				
			REGULATOR TO AIR PACK ADD \$186.00 PER SCBA UNIT.		
			*** TO ADD DUAL EBSS HOSE TO AIR PACK ADD \$ 362.50 PER SCBA UNIT.		
					
Product Total	Discount	Freight	Taxable Amount	Tax	Misc. Amt.
151,477.50	0.00		151,477.50	0.00	
QUOTATION TOTAL					151,477.50

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.