

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, NOVEMBER 1, 2005 – 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 Mayor Aultman followed by the Pledge of Allegiance to the Flag led by Alderman Fisher.

ROLL CALL – City Clerk, Russell Wall

Present: Jehu Brabham - Alderman-At-Large
 Tony Hisaw – Alderman Ward 1
 Tony Greer - Alderman Ward 2
 Phil Fisher – Alderman Ward 4
 Mike Morgan – Alderman Ward 5
 William Barnett – Alderman Ward 6

Absent: Mike Bishop – Alderman Ward 3

APPROVAL OF AGENDA ITEMS A-Y

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

**PRELIMINARY SITE PLAN FOR SMITH MORTUARY WHICH WILL BE LOCATED AT
1106 CLINTON INDUSTRIAL PARK**

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Hisaw and **SECONDED** by Alderman Brabham to approve the preliminary site plan for Smith Mortuary which will be located at 1106 Clinton Industrial Park. Mr. Smith was present to answer questions. The Planning and Zoning Commission recommended approval. A copy of the site plan is on file with Gary Ward. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN FOR ENTERGY TRAINING CENTER WHICH WILL BE LOCATED AT 1000 SPRINGRIDGE ROAD

Upon presentation by Gary Ward, Community Development Director, **MOTION** was made by Alderman Greer and **SECONDED** by Alderman Barnett to approve the preliminary site plan for Entergy training center which will be located at 1000 Springridge Road. Architect Gary Hawthorne was present to answer questions. The Planning and Zoning Commission recommended approval. A copy of the site plan is on file with Gary Ward. **MOTION CARRIED UNANIMOUSLY**

RESOLUTION APPROVING A CONDITIONAL USE FOR U-SAVE AUTO RENTAL TO OPERATE A VEHICLE LEASING OFFICE AT 103 JOHNSTON PLACE

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw to approve a resolution approving a conditional use for U-Save Auto Rental to operate a vehicle leasing office at 103 Johnston Place. Mr. Ruiz was present to answer questions. The Planning and Zoning Commission recommended approval. A copy of the resolution is attached. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT 811 DUNTON ROAD

A public hearing was held prior to the motion. No one was present representing the property owner. Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve a resolution determining the necessity for the cleaning of private property located at 811 Dunton Road, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972 as amended, and other applicable statutes and ordinances. A copy of the resolution is attached. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED ON OLD VICKSBURG ROAD, PARCEL NUMBER 260-147

A public hearing was held prior to the motion. No one was present representing the property owner. Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Fisher to approve a resolution determining the necessity for the cleaning of private property located at parcel number 2860-147, Old Vicksburg Road, under the authority granted to municipalities by Section 21-19-11, Mississippi Code of 1972 as amended, and other applicable statutes and ordinances. A copy of the resolution is attached. **MOTION CARRIED UNANIMOUSLY**

**APPOINTMENT OF TAMRA MORGAN AS CHIEF DEPUTY COURT CLERK AND
APPOINTMENT OF AMANDA DUNCAN AS DEPUTY COURT CLERK**

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Fisher and **SECONDED** by Alderman Barnett to approve the appointments of Tamra Morgan as Chief Deputy Court Clerk and Amanda Duncan as Deputy Court Clerk. **MOTION CARRIED UNANIMOUSLY**

**TERMINATION OF EXISTING SOLID WASTE CONTRACT EFFECTIVE
DECEMBER 2, 2005**

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Fisher to approve the termination of the existing solid waste contract with DisposAll, Inc. effective December 2, 2005. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF NEW SOLID WASTE CONTRACT WITH WASTE MANAGEMENT
AND TO AUTHORIZE MAYOR AULTMAN TO EXECUTE SAID CONTRACT
EFFECTIVE DECEMBER 5, 2005**

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Fisher to approve Mayor Aultman to execute a new solid waste contract with Waste Management effective December 5, 2005. A copy of the contract is attached. **MOTION CARRIED UNANIMOUSLY**

**APPROVAL OF MONTHLY RESIDENTIAL GARBAGE RATE INCREASE TO \$14.50
EFFECTIVE JANUARY, 2006**

Upon presentation by Mayor Aultman, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to approve the monthly residential garbage rate increase to \$14.50 effective January, 2006. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:35 P.M.

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

APPROVED: Rosemary G. Aultman November 7, 2005
Rosemary G. Aultman, Mayor Date

ATTEST: Russell L. Wall November 7, 2005
Russell L. Wall, City Clerk Date



BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

NOV 01 2005

CITY OF CLINTON

BOARD MEETING DATE: November 1, 2005

AGENDA ITEM NO. 7.2

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Preliminary Site Plan
Smith Mortuary - 1106 Clinton Industrial Park

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Hisaw

SECONDED BY: Brabham

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett

X
X
X
X
X
X
X

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

NOV 01 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: November 1, 2005

AGENDA ITEM NO. 7. b

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Preliminary Site Plan
Entergy Training Center - 1000 Springridge Road

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Greer

SECONDED BY: Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett

X
X
X
X
X
X
X

Mayor Aultman

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BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

NOV 01 2005

CITY OF CLINTON

BOARD MEETING DATE: November 1, 2005

AGENDA ITEM NO. 7. C

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Conditional Use
U-Save Auto Rental – 103 Johnston Place (Holiday Inn Express)

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Hisaw

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett

X
X
X
X
X
X
X

Mayor Aultman

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

**RESOLUTION APPROVING A CONDITIONAL USE FOR U-SAVE AUTO RENTAL
TO OPERATE A VEHICLE LEASING OFFICE AT 103 JOHNSTON PLACE,
CLINTON, MISSISSIPPI**

BOARD APPROVED

NOV 01 2005

CITY OF CLINTON

WHEREAS, U-Save Auto Rental, did file a request for a conditional use for the property located at 103 Johnston Place to operate a vehicle leasing office; and

WHEREAS, all notice requirements of the Zoning Ordinance of the City of Clinton were accomplished and a public hearing was held on October 25, 2005, as required; and,

WHEREAS, the Planning and Zoning Commission upon conclusion of the public hearing on October 25, 2005, adopted a motion to approve the request for a conditional use and that the motion be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration.

WHEREAS, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinances; and

WHEREAS, the Mayor and Board of Aldermen are fully familiar with the request and the area involved in the request; and

BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Clinton, Mississippi that the request of U-Save Auto Rental for a Conditional Use of the property located at 107 Johnston Place to operate a vehicle leasing office and hereby granted and such action is taken pursuant to the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Clinton, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The recommendation of the Planning and Zoning Commission is advisory in nature.
3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the conditional use.
4. The requested designation meets the definitions of a Conditional Use of the Zoning Ordinance.
5. The Conditional-Use will promote the general welfare of the City of Clinton and will not adversely affect adjacent property. Future projects within the designation area will remain subject to the Zoning Ordinance and approval of site plans or other matter will allow the City to continue to monitor the area.

6. The Mayor and Board of Aldermen find that Section 402 of the Zoning Ordinances has been complied with and that the requirements of Section 2405.01 of the Zoning Ordinances are satisfied based upon the presentation of the applicants and the site plan presented to the Planning Commission and to the Mayor and Board of Aldermen.
7. The granting of this conditional-use does not relieve the requested from compliance with any applicable law, court order, covenants or contracts.
8. The total number of vehicles displayed on the premises shall not exceed three (3) at any time
9. Repair or maintenance of vehicles is prohibited on site.

The foregoing Resolution, having been reduced to writing, Alderman _____ moved that said Resolution be adopted. Alderman Hisaw seconded. The vote was as follows:

Alderman Brabham voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Bishop voted:	<u>absent</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Morgan voted:	<u>yes</u>
Alderman Barnett voted:	<u>yes</u>

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

The foregoing ordinance was approved this the 1 day of November 2005.

CITY OF CLINTON

BY: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST: Russell Wall
Russell Wall, City Clerk



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

BOARD MEETING DATE: November 1, 2005

AGENDA ITEM NO. 8

NOV 01 2005

CONSENT AGENDA:

TO:

CITY OF CLINTON

FOR:

ACCT. NO :

DISCUSSION/ACTION: Unkempt Property
Stephanie Stout (Countrywide Mortgage) - 811 Dunton Road

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Stout

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

Y

Hisaw

Y

Greer

Y

Bishop

Fisher

X

Morgan

Y

Barnett

X

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

NOV 01 2005

RESOLUTION

CITY OF CLINTON

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 811 Dunton Road Clinton, Mississippi, and after full consideration of the matter, Alderman Bialham 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 811 DUNTON 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 811 Dunton 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 Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., November 1, 2005, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

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

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

1. It is hereby adjudicated that the property located at 811 Dunton Road, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

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

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

Alderman Brabham voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Bishop voted:	<u>absent</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Morgan voted:	<u>yes</u>
Alderman Barnett voted:	<u>yes</u>

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

The foregoing Resolution was approved this the 1 day of November 2005.

CITY OF CLINTON

BY: Rosemary G. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Russell L. Wall
WAYNE DERRICK, City Clerk

RUSSELL L. WALL, City Clerk

(SEAL)



Hinds County Landroll

Parcel Number	Map Reference Number									
2861-587	80.04 1 48.00	 View Map								
Subdivision No.	Homestead Exemption Account Numbers									
2220										
Assessed Owner STOUT STEPHANIE D 811 DUNTON CLINTON MS 39056	Assessed Values <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Land Value</td><td style="text-align: right;">2,000</td></tr> <tr><td>Improvement Value</td><td style="text-align: right;">4,065</td></tr> <tr><td>Total</td><td style="text-align: right;">6,065</td></tr> </table>		Land Value	2,000	Improvement Value	4,065	Total	6,065		
Land Value	2,000									
Improvement Value	4,065									
Total	6,065									
Location 811 DUNTON	Appraised Values <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Land Value</td><td style="text-align: right;">20,000</td></tr> <tr><td>Improvement Value</td><td style="text-align: right;">40,650</td></tr> <tr><td>Total</td><td style="text-align: right;">60,650</td></tr> </table>		Land Value	20,000	Improvement Value	40,650	Total	60,650		
Land Value	20,000									
Improvement Value	40,650									
Total	60,650									
Legal Description LOT 42 OAKWOOD HGTS PT 5 CITY OF CLINTON	Building Info. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Type</td><td style="text-align: right;">RES</td></tr> <tr><td>Base Area</td><td style="text-align: right;">1,843</td></tr> <tr><td>Adjusted Area</td><td style="text-align: right;">2,010</td></tr> <tr><td>Year Built</td><td style="text-align: right;">1962</td></tr> </table>		Type	RES	Base Area	1,843	Adjusted Area	2,010	Year Built	1962
Type	RES									
Base Area	1,843									
Adjusted Area	2,010									
Year Built	1962									
Acreage Info.	Deed Info. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Book & Page</td><td style="text-align: right;">5453-0094</td></tr> <tr><td>Date</td><td style="text-align: right;">10/01/2001</td></tr> </table>		Book & Page	5453-0094	Date	10/01/2001				
Book & Page	5453-0094									
Date	10/01/2001									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Cultivated Acres</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Uncultivated Acres</td> <td style="text-align: right;">0.00</td> </tr> </table>	Cultivated Acres	0.00	Uncultivated Acres	0.00						
Cultivated Acres	0.00									
Uncultivated Acres	0.00									

[Back](#) [Search](#)

NOV 01 2005

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: November 1, 2005

AGENDA ITEM NO. 9

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Unkempt Property
Allison - Parcel Number 260-147, Old Vicksburg Road

INTRODUCED BY: Gary Ward

TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes
Ordinance
Resolution

Invoice
Plans, Maps
Contract

Other: _____

RECOMMENDATION:

BOARD ACTION:MOTION MADE BY: Tom AultmanSECONDED BY: FisherVOTE CAST:"AYE""NAY"ACTION TAKEN:

Brabham
Hisaw
Greer
Bishop
Fisher
Morgan
Barnett

X
X
X
X
X
X
X

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

NOV 01 2005

CITY OF CLINTON

RESOLUTION

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 Parcel Number 2860-147, Old Vicksburg Road Clinton, Mississippi, and after full consideration of the matter, Alderman Greer offered the following Resolution:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DETERMINING THE NECESSITY FOR THE CLEANING OF PRIVATE PROPERTY LOCATED AT PARCEL NUMBER 2860-147, OLD VICKSBURG 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 Parcel Number 2860-147, O/d Vicksburg 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 Section 21-19-11 of the Miss. Code of 1972, as amended, of a public hearing on this matter; and

WHEREAS, a public hearing was held at 7:00 p.m., November 1, 2005, at the Municipal Room of the Public Safety Complex, 305 Monroe Street, Clinton, Mississippi; and

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

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

1. It is hereby adjudicated that the property located at Parcel Number 2860-147, Old Vicksburg Road, Clinton, Mississippi, in its present condition, constitutes to the public health and safety of the community.
2. The Director of Public Works is hereby directed to take such action as appropriate under Section 21-19-11, Miss. Code of 1972, as amended, and other applicable statutes and ordinances, to clean the property by cutting weeds, removing rubbish and dilapidated buildings and debris.

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

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

Alderman Brabham voted:	<u>yes</u>
Alderman Hisaw voted:	<u>yes</u>
Alderman Greer voted:	<u>yes</u>
Alderman Bishop voted:	<u>absent</u>
Alderman Fisher voted:	<u>yes</u>
Alderman Morgan voted:	<u>yes</u>
Alderman Barnett voted:	<u>yes</u>

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

The foregoing Resolution was approved this the 1 day of Nov. 2005.

CITY OF CLINTON

BY: Rosemary J. Aultman
ROSEMARY AULTMAN, Mayor

ATTEST:

Russell L. Wall
WAYNE DERRICK, City Clerk
RUSSELL L. WALL, City Clerk

(SEAL)



Hinds County Landroll

Parcel Number	Map Reference Number									
2860-147	67.16 2 30.01	 View Map								
Subdivision No.	Homestead Exemption Account Numbers									
2152										
Assessed Owner ALLISON RONALD H 908 OAK HILL CIR CLINTON MS 39056	Assessed Values <table style="width: 100%;"> <tr><td>Land Value</td><td style="text-align: right;">1,050</td></tr> <tr><td>Improvement Value</td><td style="text-align: right;">0</td></tr> <tr><td>Total</td><td style="text-align: right;">1,050</td></tr> </table>		Land Value	1,050	Improvement Value	0	Total	1,050		
Land Value	1,050									
Improvement Value	0									
Total	1,050									
Location 0 OLD VICKSBURG RD	Appraised Values <table style="width: 100%;"> <tr><td>Land Value</td><td style="text-align: right;">7,000</td></tr> <tr><td>Improvement Value</td><td style="text-align: right;">0</td></tr> <tr><td>Total</td><td style="text-align: right;">7,000</td></tr> </table>		Land Value	7,000	Improvement Value	0	Total	7,000		
Land Value	7,000									
Improvement Value	0									
Total	7,000									
Legal Description LOT 3 HOBBY FARMS CITY OF CLINTON	Building Info. <table style="width: 100%;"> <tr><td>Type</td><td></td></tr> <tr><td>Base Area</td><td style="text-align: right;">0</td></tr> <tr><td>Adjusted Area</td><td style="text-align: right;">0</td></tr> <tr><td>Year Built</td><td style="text-align: right;">0000</td></tr> </table>		Type		Base Area	0	Adjusted Area	0	Year Built	0000
Type										
Base Area	0									
Adjusted Area	0									
Year Built	0000									
Acreage Info. <table style="width: 100%;"> <tr><td>Cultivated Acres</td><td style="text-align: right;">0.00</td></tr> <tr><td>Uncultivated Acres</td><td style="text-align: right;">0.00</td></tr> </table>	Cultivated Acres	0.00	Uncultivated Acres	0.00	Deed Info. <table style="width: 100%;"> <tr><td>Book & Page</td><td style="text-align: right;">5966-0340</td></tr> <tr><td>Date</td><td style="text-align: right;">08/01/2003</td></tr> </table>		Book & Page	5966-0340	Date	08/01/2003
Cultivated Acres	0.00									
Uncultivated Acres	0.00									
Book & Page	5966-0340									
Date	08/01/2003									

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BOARD APPROVED

NOV 01 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: NOVEMBER 1, 2005

AGENDA ITEM NO.

10

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: APPOINTMENT OF TAMRA MORGAN AS COURT
CLERK AND APPOINTMENT OF AMANDA DUNCAN AS DEPUTY COURT
CLERK

Chief Deputy

INTRODUCED BY: *Russell L. Wall* City Clerk

BOARD ACTION:

MOTION MADE BY:

Fisher

SECONDED BY:

Barnett

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

✓

Hisaw

✓

Greer

✓

Bishop

✓

Fisher

✓

Morgan

✓

Barnett

✓

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 GIVES THE CLERK TIME TO PREPARE THE
AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF
THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE.
THANKS.

BOARD APPROVED

NOV 01 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: NOVEMBER 1, 2005

AGENDA ITEM NO. 11,

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Termination of Existing Solid Waste Contract Effective December 2, 2005

INTRODUCED BY: Ken Dreher, City Attorney

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Fisher

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham	<u>X</u>	_____	_____
Hisaw	<u>X</u>	_____	_____
Greer	<u>X</u>	_____	_____
Bishop	_____	_____	_____
Fisher	<u>X</u>	_____	_____
Morgan	<u>X</u>	_____	_____
Barnett	<u>X</u>	_____	_____
Mayor Aultman	_____	_____	_____

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

BOARD APPROVED

NOV 01 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: NOVEMBER 1, 2005

AGENDA ITEM NO. 12.

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: **Approval of New Solid Waste Contract with Waste Management, Inc. and to Authorize the Mayor to Execute said Contract Effective December 5, 2005**

INTRODUCED BY: **Ken Dreher, City Attorney**

BOARD ACTION:

MOTION MADE BY: *Greer*

SECONDED BY: *Fisher*

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

X

Hisaw

X

Greer

Y

Bishop

Fisher

X

Morgan

X

Barnett

Y

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 GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

BOARD APPROVED

NOV 01 2005

11.1.05

CITY OF CLINTON

CONTRACT

This Agreement made and entered into on this the 1 day of October, 2005, by and between the City of Clinton, a municipality in the State of Mississippi acting by and through its Mayor hereinafter referred to as "City" and Waste Management of Mississippi, Inc., a Mississippi corporation, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City is desirous of securing the services of the Contractor to collect and dispose of Solid Waste generated by Residential Units and Light Commercial Entities within the Service Area; and

WHEREAS, the Contractor desires to provide those services for the City;

NOW, THEREFORE, it is hereby agreed as follows:

1. DEFINITIONS:

- 1.1 APPROVED CONTAINERS** - A receptacle with a capacity of thirty (30) gallons or less not to exceed sixty (60) pounds, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. Bags, as defined herein, also shall be considered to be Approved Containers.
- 1.2 BAGS** - Plastic sacks designed to store and enclose Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag with contents shall not exceed forty (40) pounds.
- 1.3 BROWN GOODS** - Furniture, including upholstered pieces and mattresses.
- 1.4 BULKY WASTE** - Stoves, refrigerators and air conditioner units that are energized of chlorofluorocarbons (CFC), water heaters, automobile parts, washing machines, furniture, and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or stable matter with weights or volumes greater than those allowed for Approved Containers.
- 1.5 CONSTRUCTION AND DEMOLITION WASTE** - Solid waste resulting solely from construction, remodeling, repair, or demolition operations on buildings, or other structures.

- 1.6 CUSTOMERS** – Residential Units and Light Commercial Entities, located within the Service Area, identified by the City or by the Contractor and approved by the City as being eligible for and in need of the Services provided by the Contractor under this Contract.
- 1.7 DEAD ANIMALS** – Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause.
- 1.8 GARBAGE** - All putrescible waste, including animal offal and carcasses of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all putrescible or decomposable waste animal or vegetable matter which is likely to attract flies or rodent, but excluding sewage and human waste.
- 1.9 HAZARDOUS WASTE** - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.
- 1.10 LIGHT COMMERCIAL ENTITY** - a business entity within the Service Area which generates one and one-half (1 ½) cubic yards or less of Solid Waste per week.
- 1.11 MEDICAL WASTE** – Any Solid Waste, which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste or those substances excluded from the definition of Solid Waste.
- 1.12 REFUSE** - This term shall refer to non-putrescible waste generated at a Residential Unit unless the context otherwise requires.
- 1.13 RESIDENTIAL UNIT** - A dwelling within the Service Area as hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether single or multi-level construction, shall be treated as a Residential Unit.
- 1.14 RUBBISH/TRASH** – Waste wood, wood products, Christmas trees, wood chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw; clothing, shoes,

and boots; non-combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass; ashes, and floor sweepings.

- 1.15 SERVICES** – The twice per week collection and disposal of all Solid Waste generated by Residential Units and Light Commercial Entities within the Service Area, which is properly set out for pick-up in Approved Containers and the once per week pickup collection and disposal of Recyclables.
- 1.16 SERVICE AREA** – The incorporated limits of the City, including those areas described in the paragraph of the Contract entitled Newly Developed and Annexed Areas.
- 1.17 SOLID WASTE** – All solid and semi-solid Garbage, Refuse, and Rubbish/Trash, but not including (a) Hazardous Waste Materials, (b) the other items excluded under the Exclusions paragraph of this Contract, (c) solid or dissolved materials in domestic sewage, (d) solid or dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT. 880), and (f) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954 as amended (68 STAT. 923).
- 1.18 SPECIAL WASTE** – Solid waste that can require special handling and management, whole tires, used motor oil, lead-acid batteries and Medical Wastes.
- 1.19 WHITE GOODS** - Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances and all household furnishings.
- 1.20 YARD DEBRIS** – Any and all yard waste resulting from yard maintenance and consisting of yard waste, wood products, tree trimmings, dead plants, dead trees or branches thereof, or other similar materials having a length not longer than (5) feet or a diameter not greater than (8) inches and not weighing more than 60 pounds, as well as all weeds.
- 1.21 RECYCLABLES** – Shall mean newspaper, aluminum, steel cans, tin cans, and plastic milk jugs and drink bottles. The Contractor may elect to add new items to the list of recyclable materials. Likewise, if in the reasonable business judgment of the Contractor, and verified by the Mayor or a designee of the Mayor, negative recycling market conditions occur, the Contractor may request that the City revise the meaning of Recyclables under this Agreement by eliminating affected recyclable material.

2. AWARD OF CONTRACT

The City hereby awards this Contract to the Contractor. During the term of this Contract and any extensions, the Contractor shall be the only person or entity paid by the City to provide the Services within the Service Area.

3. **TERM**

The term of this Agreement shall begin December 5, 2005, ("Commencement Date") and continue through November 30, 2008; provided however, that the term of this Agreement may be renewed by a written agreement signed by the parties for one additional term of three (3) years. In no event shall the total term of this Contract (including any renewals or extensions) extend beyond that allowed by applicable State law.

4. **SERVICE**

The services to be provided by the Contractor shall be for twice a week curbside collection of Solid Waste generated by the Residential Units located in the Service Area that is properly set out for pick-up in Approved Containers or Bags, one time a week curbside collection of Recyclables, and one time a week collection of Bulky Waste. Bulky waste includes the collection of one white goods item each week per resident. Service to the City also shall include twice a week curbside collection of Solid Waste generated by Light Commercial Entities within the Service Area that are identified by the City, not to exceed one and one-half (1 ½) cubic yards per week at each business so identified. The contractor shall provide curbside collection of Yard Debris once weekly on regular days to be designated by Contractor and approved by the Public Works Director. Collection days for Residential Waste and Light Commercial Waste shall be separated by two (2) non-collection days. All Residential Waste must be in bags or approved containers placed within five feet of the curb in front of the residential unit or light commercial unit. All Yard Debris must be in Bags, Containers, or Bundles not to exceed two (2) cubic yards per collection. The Contractor may not collect or dispose any solid waste on Sunday unless otherwise approved by the Public Works Director.

The services described herein do not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different acts of God over which the Contractor has no control. In the event of such a flood, hurricane or other acts of God, Contractor and the City shall negotiate the payment to be made to Contractor for additional services, if the Contractor and City agree that the increased volume is to be handled by the Contractor. Further, if the City and Contractor reach such agreement, the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

The Contractor shall provide recycling containers of 18-gallon capacity for all Residential units. All recycling containers provided under this agreement shall be the property of the Contractor. The Contractor shall be responsible for providing replacement containers for

those lost, stolen or damaged; provided that the Contractor may charge the City for all replacement containers it provides in excess of 10% of the total number of containers in an Agreement year. The cost of replacement containers shall not exceed their cost to the Contractor.

5. NEWLY DEVELOPED AND ANNEXED AREAS

The Contractor will, within thirty (30) days or less of notification by the City, provide solid waste collection services of the same frequency and quality required by the Contractor to newly developed and annexed areas. As new homes are constructed and occupied in the City, the Contractor shall, after proper notification by the City, provide solid waste services as required by the Contract on the next scheduled day of collection following notification.

6. POINT OF CONTACT

All dealings, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Mayor or the designee of the Mayor.

7. HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day. The Contractor may perform the Services on all weekdays and Saturdays as mutually agreed upon. In special cases where the Company needs to work on Sunday, it shall first obtain written permission from the City Mayor or his or her designee. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor.

The Contractor may elect to observe the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The Contractor may decide to observe a holiday by suspending and delaying the pickup day. The Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements serving the affected area.

8. EXCLUSIONS

The Contractor shall not be required to collect, transport, dispose of or otherwise handle, Hazardous Wastes, body wastes, abandoned vehicles, vehicle parts, Medical Waste, Special Waste, Construction Debris, large equipment and parts, Dead Animals,

industrial wastes and residues, trees, rocks, concrete, earth, lumber, bricks, building materials, animal offal and putrescible wastes.

9. TITLE

The Contractor shall accept title to Solid Waste upon collection and placement into Contractor's collection vehicles except for Hazardous Waste and other items excluded by this Contract. All Solid Waste to which the Company acquires title shall be the responsibility of the Contractor until it is properly disposed of.

10. OFFICE AND TELEPHONE CONTACT

The Contractor shall maintain an office and service facilities through which it may be contacted without charge by telephone. The office shall be equipped with sufficient telephones and shall have responsible personnel in charge from 8:00 a.m. until 5:00 p.m., Monday through Friday.

11. RATES

As compensation for this service, the City shall pay to the Contractor the monthly sum of eleven dollars and ninety-eight/100 (\$11.98) per _____ Residential Unit and _____ Light Commercial Entity. Such payments shall be made within thirty (30) days of receipt of the monthly invoice from Contractor. The current cost of disposal tipping fees is included in these fees. With a thirty-day notice, the City or Contractor may request that a joint count of the number of residential and light commercial units be conducted. The number of residential and light commercial units fixed by the joint count shall fix the number of residential and light commercial customers for purposes of this agreement until such time as the number of residential and light commercial customers is amended in accordance with the terms of this agreement.

The Compensation payable by the City to the Company shall be annually adjusted by the same percentage as the Consumer Price Index for Urban Wage Earners and Clerical Workers for All Items - U.S. city average, (published by the Bureau of Labor Statistics, U.S. Department of Labor, 1982-84 = 100 ("C.P.I.")) shall have increased or decreased during the preceding twelve months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date, and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date during each succeeding year throughout the term hereof. Monthly

payments due by the City to the Company shall be adjusted to compensate for such annual rate increases.

Contractor shall be entitled to an increase in compensation to offset any increase in disposal and fuel costs or landfill fees should the Contractor pay such fees. Such an increase may be caused by, without limitation, the imposition of additional landfill fees, a change in the ordinances under which the Contractor is to operate, a change in federal, state or local laws or regulations, a change in the disposal facility, or a change in other conditions which increase the Company's cost of doing business hereunder. Documentation of such increases shall be submitted to the City at its request. The Contractor also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if the City designates an alternate transfer station or landfill for disposal. In addition, in the event Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage and solid waste, such tax or surcharge shall be the responsibility of the City to be paid along with Contractor's normal monthly compensation.

The Contractor shall bill the City for service rendered within ten (10) days following the end of the month in which services are rendered and the City shall pay Contractor on or before the 25th day following the end of such month.

12. INDEMNITY

Contractor shall indemnify the City against any claims, actions or suits, including court costs and reasonable attorneys' fees, arising out of (a) the Company's negligent or willful misconduct in providing the Services herein required, or (b) Company's negligent or willful misconduct in its operation of its equipment in connection with the performance of the Services herein required. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

13. INSURANCE

During the Term of this Contract, Contractor shall maintain in full force and affect the following minimum insurance:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability	\$ 1,000,000.00 each occurrence
except Automobile	\$ 1,000,000.00 aggregate
Property Damage Liability	\$ 1,000,000.00 each occurrence
except automobile	\$ 1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$ 1,000,000.00 each person
	\$ 1,000,000.00 each occurrence
Automobile Property Damage Liability	\$ 1,000,000.00 each occurrence
Excess Umbrella Liability	\$ 1,000,000.00 each occurrence

14. BOND

In order to insure the faithful performance of each and every condition, and requirement of the Contract and to indemnify and save the City harmless for any damages either directly or indirectly, arising out of any failure to perform the same, within ten (10) days of a fully executed contract, the Contractor shall furnish and maintain a performance bond in an amount equal to the performance of the agreed terms for a period of six (6) months from the date of the default.

15. LOCATION OF COLLECTION

Approved Containers and Bags shall be placed in a location that is readily accessible to the Contractor and its equipment, not to exceed five (5) feet from the curb or edge of the traveled portion of road or street and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City will aid the Contractor in resolving problems of Containers or Bags location for servicing.

16. SERVICE INQUIRIES

All complaints shall be made directly to the Contractor. The Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed schedule collection, the Contractor shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

17. NOTIFICATION OF CUSTOMERS

Contractor shall notify all Customers about service inquiry procedures, regulations and day(s) of collection.

18. CONTRACTOR'S PERSONNEL

18.1 The Contractor shall assign a qualified person to be in charge of its performance of this Contract.

18.2 The Contractor's collection employees shall wear a uniform and shirt bearing the Contractor's name and the name of the individual employee.

18.3 Each employee shall, at all times, carry a valid drivers license for the type of vehicle he is driving.

18.4 The Contractor shall provide operating and safety training for all personnel.

18.5 No person shall be denied employment by the Contractor for reasons of age, race, sex, creed, or religion or national origin.

19. REQUIREMENTS FOR TRASH COLLECTION

19.1 The Company will not be responsible to collect and dispose of more than six (6) Approved Containers from any one Customer on a regular basis.

19.2 The Company will notify the City Mayor or his or her designee should it encounter problems with Customer compliance with Customers' responsibilities hereunder.

20. EQUIPMENT

The Contractor shall repair and maintain its equipment in a reasonably clean, reasonably sanitary and serviceable condition.

21. FORCE MAJEURE.

From and after the Date of this Agreement, a Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue, grant, or the suspension or revocation or

modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction. The Contractor shall make all reasonable efforts to resume service as expeditiously as possible.

22. PERMITS, LICENSES AND TAXES

The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Contractor shall promptly pay all taxes required by local, state and federal laws.

23. TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

24. NOTICE

A letter addressed and sent by certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified U.S. Mail as provided herein.

City: Clinton City Clerk
300 Jefferson Street
Clinton, Mississippi 39060

With a copy to: Ken Dreher, City Attorney
300 Jefferson Street
Clinton, Mississippi 39060

Contractor: Waste Management of Mississippi, Inc.
P.O. Box 1788

Jackson, Mississippi 39215
Attn: District Manager

with a copy to:

Group General Counsel
Waste Management Southern Group
2859 Paces Ferry Road, Suite 1600
Atlanta, Georgia 30339

25. ENTIRE CONTRACT/MODIFICATION

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

26. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of the Contractor where conflicting ordinances exists.

27. LAW TO GOVERN

This Contract shall be governed by the laws of the State of Mississippi both as to interpretation and performance.

28. ASSIGNMENT

The Contractor may not assign this Contract without prior written consent of the City, which consent shall not be unreasonably withheld. The City may not assign this Contract except to a legislatively created regional solid waste collection and removal authority.

29. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned. The execution by the City is made pursuant to the authority granted by its Mayor.

ATTEST:

THE CITY OF CLINTON

By: _____
Its: _____

BY: _____
ITS: Mayor

ATTEST:

**WASTE MANAGEMENT OF MISSISSIPPI,
INC.**

By: _____
Its: _____

BY: _____
ITS: (Vice) President

BOARD APPROVED

NOV 01 2005

CITY OF CLINTON AGENDA ITEM FACT SHEET

CITY OF CLINTON

BOARD MEETING DATE: NOVEMBER 1, 2005

AGENDA ITEM NO.

13.

CONSENT AGENDA:

TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Approval of Monthly Residential Garbage Rate Increase to \$14.50 Effective January, 2006

INTRODUCED BY: Ken Dreher, City Attorney

BOARD ACTION:

MOTION MADE BY:

Brabham

SECONDED BY:

Greer

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham

X

Hisaw

X

Greer

X

Bishop

Fisher

X

Morgan

X

Barnett

X

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 GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2005

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

W. J. Smith
(City Clerk's Signature)

10-4-05
(Date)

Rosemary G. Aetman
(Mayor's Signature)

10-4-05
(Date)

Minute Book References:

Book Number _____

Page _____

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