

**CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, OCTOBER 16, 2001 – 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET**

WELCOME AND CALL TO ORDER - Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Lott followed by the Pledge of Allegiance to the Flag led by Alderman Brabham.

ROLL CALL - City Clerk Wayne Derrick

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

Absent: Ken Dreher – City Attorney

APPROVAL OF AGENDA ITEMS A-O

MOTION made by Alderman Touchton and **SECONDED** by Alderman Brabham to approve Consent Agenda Items A-O. **MOTION CARRIED UNANIMOUSLY**

UNKEMPT PROPERTY LOCATED AT LOT 165 CHERRY PARK SUBDIVISION

No action taken on the unkempt property at Lot 165 Cherry Park Subdivision. Property owner had complied with applicable City Ordinance.

APPROVAL OF FIRE GRANT FOR THERMAL IMAGER

Upon recommendation by Darrell McQuirter, Fire Chief, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Lott to approve the City's acceptance of a grant applied for and received from the Federal Emergency Management Agency in the amount of \$16,110.00. Grant proceeds will be used to purchase a thermal imager, which will be used by the Fire Department. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF UDATING THE DEPUTY COURT CLERK ROSTER

Upon recommendation by Don Byington, Police Chief, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Brantley to approve the following people to be added and removed as Deputy Court Clerks. **MOTION CARRIED UNANIMOUSLY**

The following people were appointed as Deputy Court Clerks:

1. Kevin Richards
2. Scott Herrington
3. Chris Welborn
4. Linda White
5. Creston Berch

The following people were removed as Deputy Court Clerks:

1. Ron Jacobs
2. Rob Watras
3. Kenneth Lewis
4. Susan Coker
5. Jesse Slaven
6. Carrie Lou Williams
7. Paul Turner
8. Wanda Sullivan
9. Linda Lynchard
10. Marshall Lee
11. Melinda Luke
12. Trey Brister
13. Donna Spell

APPROVAL OF SOLID WASTE COLLECTION CONTRACT WITH DISPOSALL OF JACKSON

Upon recommendation by Wayne Derrick, City Clerk, **MOTION** made by Alderman Touchton and **SECONDED** by Alderman Hisaw to approve a Solid Waste Collection Contract between the City of Clinton and DisposAll Inc. of Jackson commencing November 1, 2001 and ending October 31, 2004. Copy of Contract is attached. **MOTION CARRIED UNANIMOUSLY**

APPROVAL OF APPOINTMENT OF JAMES C. MARTIN TO PLANNING & ZONING BOARD

Recommendation and **MOTION** made by Alderman Greer and **SECONDED** by Alderman Lott to approve appointment of James C. Martin to the City of Clinton Planning & Zoning Board effective immediately and ending January 1, 2004. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:20 P.M.

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

APPROVED: Rosemary G. Aultman October 22, 2001
Rosemary G. Aultman, Mayor Date

ATTEST: Wayne Derrick 10/22/2001
Wayne Derrick, City Clerk Date

SEAL:



CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: October 16, 2001

Agenda Item No. 7**Consent Agenda:****To:****For:****Acct. No.****Discussion/Action:** Public Hearing for unkempt property at Lot 165 Cherry Park Subdivision
Ms. Willie Perkins**Introduced by:** Gary Ward**Telephone:** 924-2239**Exhibits for Review:****Minutes** _____**Invoice** _____**Other:** _____**Ordinance** _____**Plans, Maps** _____**Resolution** _____**Contract** _____**Recommendation:****Board Action:****Motion made by:** no action in compliance
Seconded by: _____**Vote Cast:****"Aye"****"Nay"****Action Taken:****Brabham** _____**Hisaw** _____**Greer** _____**Brantley** _____**Fisher** _____**Touchton** _____**Lott** _____**Mayor Aultman** _____

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

RESOLUTION

There came on for public hearing before the Mayor and Board of Aldermen of the City of Clinton, Mississippi, the matter of unclean property located at 823 Cherrystone Circle, Clinton, Mississippi, and after full consideration of the matter, Alderman _____ 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 823 CHERRYSTONE CIRCLE, CLINTON, MISSISSIPPI UNDER THE AUTHORITY GRANTED TO MUNICIPALITIES BY §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 823 Cherrystone Circle, Clinton, Mississippi, may constitute a menace to the public health and safety of the community because of its present condition and state of uncleanliness; and

WHEREAS, notice was given to the owner of said property as required by §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., October 16, 2001, at the Municipal Room of the Police and Justice Building, 305 Monroe Street, Clinton, Mississippi; and

WHEREAS, based upon the information and evidence provided at said public hearing, the Mayor and Board of Aldermen of the City of Clinton, Mississippi, has determined that this property, in its present condition and state of uncleanliness, constitutes a menace to the public health and safety of the community and does adjudicate said property in its present condition to be a menace to the public health and safety of the community. The Director of the Public Works Department is directed to take such action as appropriate under §21-19-11 of the Mississippi 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 823 Cherrystone Circle, Clinton, Mississippi, in its present condition, constitutes a menace 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 §21-19-11 of the Mississippi 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 advises 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 adjudicate the costs of such action and impose such penalty as it adjudicates, all as provided by under §21-19-11 of the Mississippi Code of 1972, as amended, and other applicable statutes and ordinances.

A Motion for adoption was seconded by Alderman _____ 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: _____
Alderman Hisaw voted: _____
Alderman Greer voted: _____
Alderman Brantley voted: _____
Alderman Fisher voted: _____
Alderman Touchton voted: _____
Alderman Lott voted: _____

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

The foregoing Resolution was approved this the 16th day of October 2001.

CITY OF CLINTON

BY: _____

ROSEMARY AULTMAN, Mayor

ATTEST:

WAYNE DERRICK, City Clerk

(SEAL)

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: 10/16/01

AGENDA ITEM NO. 8

CONSENT AGENDA : \$	TO:
FOR:	
Circle : Low Quote, Sole Source, Emergency, etc. if applicable. ACCT. NO.	

DISCUSSION/ACTION:	Fire Grant for thermal imager. ←
INTRODUCED BY:	TELEPHONE: 925-1010
CHIEF DARREL MCQUIRTER	

EXHIBITS FOR REVIEW:

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

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Touchton

SECONDED BY: Lott

acceptance 7
#17900
1790
15,110
Thermal grant for

VOTE CAST:

"AYE"

"NAY"

ACTION TAKEN:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

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Mayor Aultman

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

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: October 16, 2001

AGENDA ITEM NO. 9

CONSENT AGENDA: _____ TO: _____

FOR: _____

ACCT. NO. _____

DISCUSSION/ACTION: Update the Deputy Court Clerk roster. There are presently thirty (30) Deputy Court Clerks, and a need to add three (3) Supervisors. The removal of (13) clerks will bring the present roster total to (21)

INTRODUCED BY: Don Byington

TELEPHONE: 924-5252

EXHIBITS FOR REVIEW:

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

RECOMMENDATION:

BOARD ACTION:

MOTION MADE BY: Brabham

SECONDED BY: Brantley

<u>VOTE CAST:</u>	<u>"AYE"</u>	<u>"NAY"</u>	<u>ACTION TAKEN:</u>
Brabham		_____	_____
Hisaw		_____	_____
Greer		_____	_____
Brantley		_____	_____
Fisher		_____	_____
Touchton		_____	_____
Lott		_____	_____
Mayor Aultman	_____	_____	_____

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

BOARD APPROVED

Present Deputy Clerks:

Lt. Terry G. Harris
Detective Randy Ruffin
Detective Kimball Gober
Sgt. G.Y. Craft
Sgt. Chris Dill
Captain Kenneth Edwards
Sgt. Van Gunter
Lt. Jeff Gibson
Sgt. Gene Mashburn
Booking Officer Charlie Middleton
Detective Andrew Pitts
Lt. George Rush
Sgt. Glenn Sikes
Penny Watras
Eddice Johnson
Diane Duke
Erica Hicks

Supervisors needing to be Deputy Clerks:

Sgt. Kevin Richards
Sgt. Scott Herrington
Sgt. Chris Welborn
Linda White

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Deputy Clerks that need removing:

Ron Jacobs
Rob Watras
Kenneth Lewis
Susan Coker
Jesse Slaven
Carrie Lou Williams
Paul Turner
Wanda Sullivan
Linda Lynchard
Marshall Lee
Melinda Luke
Trey Brister
Donna Spell

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BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: October 16, 2001

Agenda Item No. 10

Consent Agenda: For:	To:
Account No.	

Discussion/Action: Solid Waste Collection Contract with DisposAll, Inc. of Jackson	
Introduced by: City Clerk Wayne Derrick	Telephone No. 924-5462

Exhibits for Review:

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

Recommendation:

Board Action:

Motion made by: _____

Seconded by: _____

Touchton
Hisaw

<u>Vote Cast:</u>	<u>"Aye":</u>	<u>"Nay":</u>	<u>Action Taken:</u>
Brabham	_____	_____	_____
Hisaw	_____	_____	_____
Greer	_____	_____	_____
Brantley	_____	_____	_____
Fisher	_____	_____	_____
Touchton	_____	_____	_____
Lott	_____	_____	_____
Mayor Aultman	_____	_____	_____

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BOARD APPROVED

CITY OF CLINTON SOLID WASTE COLLECTION CONTRACT

This Contract made and entered into by and between DisposAll Inc. of Jackson hereinafter called CONTRACTOR, and the City of Clinton, Mississippi, a Municipal Corporation, hereinafter called the CITY.

WITNESSETH:

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the parties hereto agree as follows:

1. That the Request for Proposals, Instructions to Proposers, the Contractor's proposal, the maps and specifications for solid waste collection and disposal, including any all general and special provisions, are hereby made a part of this Contract as fully and completely as if set forth in words and figures herein.
2. That the work to be done and services to be performed as more specifically disclosed by the aforesaid contract documents, the immediate performance of which is covered by this contract, is the regularly scheduled collection of solid waste from all single family residences within the geographical limits of that area delineated within the city limits and the removal, transportation, and delivery of the same to a state-approved sanitary landfill.
3. The Contractor agrees to furnish all lands, buildings, labor, mechanics, tools, equipment and materials necessary for the adequate performance of the work and services contemplated by this contract and to faithfully perform the same in accordance with the aforesaid Contract documents, under the direct supervision of and to the satisfaction of the Director of Public Works, or his authorized representatives, and in accordance with the laws of the State of Mississippi, for which the City agrees to pay and the Contractor agrees to accept, in full compensation for the performance of the Contractor's obligations hereunder, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the performance of said work and services, the Contractor assuming all risks of every kind and description in the performance of this Contract, the unit payment of \$9.75 multiplied by the total number of units mutually agreed by the City and Contractor.
4. The contract period shall commence November 01, 2001 and end October 31, 2004. The contract price shall be reviewed in August of each contract year in accordance with the escalator clause and the contract price shall be established for the next fiscal year beginning on November 1 following the August evaluation. Should the City exercise the option to extend the contract period, the above stated contract price shall be reviewed in August prior to said extension of each contractual year thereafter, and, by the next succeeding contractual year. The basis for adjustment in contract price shall be any increase in the United States Department of Labor, Bureau of Statistics Consumer Price Index of Urban Wage Earners and Clerical Workers. The City of Clinton shall consider variations from the initial contract period with an

additional 3 year renewal. If either the City or Contractor do not want to renew, they must notify the other prior to May 1 of the current year.

The adjusted price shall be computed as follows:

A= CPI, July, current year
B= CPI, July, previous year

$$\frac{A-B}{B} = \% \text{ of change in the unit price}$$

The contract price for each succeeding contractual year shall be computed by multiplying the contract price for the first contractual year times the factor computed above.

5. The Contractor agrees to comply with the provisions of the Davis-Bacon Act, the Contract Work Hours Standards Act, the Anti-Kickback Act, the Civil Rights Act of 1964, and the Occupational Safety and Health Act.
6. The Contractor agrees to indemnify and save harmless and to defend the City of and from any and all claims or suits for damages arising out of the performance of this contract.
7. The Contractor shall not assign or sublet this contract or any of the rights hereunder, in whole or in part, to any other person, firm or corporation, without the prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this, the 8th date of October, 2001.

John C. Goolsby BY:

CONTRACTOR

City of Clinton, Mississippi

Rosemary J. Cullman BY:

MAYOR

ATTEST: W. J. Smith
CITY CLERK

GENERAL PROVISIONS

SCOPE OF SERVICES. The work covered under this Contract shall include, but not limited to, furnishing the labor, equipment, materials and incidental items to remove solid waste from residential units located within the corporate limits of the City of Clinton in full accordance with the contract documents and specifications contained herein.

DEFINITIONS All definitions contained in Mississippi Code Annotated 17-17-3, as it may be amended or superseded from time to time, are incorporated herein.

BAGS Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 40 pounds.

BULKY WASTE Refrigerators and air conditioning units which are de-energized of chlorofluorocarbons (CFCs), water tanks, stoves, washing machines, clothes dryers and other white goods (appliances), furniture and other waste materials other than construction debris, dead animals, hazardous waste, stable matter or yard waste with weights or volumes greater than those allowed for containers.

BUNDLE Tree, shrub and brush trimmings or newspapers and magazines not exceeding five feet in length or 60 pounds in weight.

CITY City of Clinton, Mississippi

COMMERCIAL ESTABLISHMENT Any public or private place, building and/or enterprise devoted in whole or in part to a commercial enterprise whether nonprofit in nature except where such building and/or enterprise constitutes a Single Family Residence or a Multiple Family Dwelling as defined herein. Commercial establishments are not included as part of this contract.

COMMERCIAL WASTE Every waste accumulation of dust, paper, cartons, cardboard cartons, excelsior rags and other accumulations that are usually attended to the operation of commercial establishments except any waste included in the definition of hazardous waste.

COMPOSTABLE TRASH Every waste accumulation of lawn grass, tree trimmings, shrubbery or dry leaf raking free of dirt, rocks, non-compostable trash and bulky waste.

CONTAINER A receptacle with a capacity of greater than 20 gallons but less than 35 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid.

CONTRACT The Contractor's Proposal with all required attachments, the executed Contracts form with all required attachments, General and Special Provisions, and addenda or changes to the foregoing documents agreed to by the City and the Contractor.

CONTRACTOR The corporation or partnership performing refuse collection under contract with the City.

DEAD ANIMALS Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause except those slaughtered or killed for human use or consumption.

DISPOSAL SITE A refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse and dead animals for processing or final disposal.

DWELLING Any building, or portion thereof, which is designed and used for residential purposes.

HAZARDOUS WASTE Any chemical, compound, mixture, substance or article which is regulated 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 the Federal or State law or regulations. This shall include, but not be limited to, containers which show a label indicating they once held a material regulated as hazardous, or which were not initially manufactured or packaged containing hazardous material.

MULTIPLE-FAMILY RESIDENCE Any residential building or portion thereof that is occupied by four or more families living independently of each other. The term "multiple-family dwelling" shall be understood to include apartment houses or "complexes", and all other dwellings of similar character.

PRODUCER An occupant of a Residential Unit who generates Refuse and Residential Refuse.

RECYCLABLE MATERIALS Shall include, but not limited to clear glass, HDPE and PET plastic containers, aluminum cans, and newspapers.

RESIDENTIAL REFUSE All Solid Waste and Rubbish generated by a Producer at a Residential Unit.

RUBBISH All printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boot, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste, Stable Matter or Yard Waste.

SINGLE FAMILY RESIDENCE The term Single Family Residence is defined as any single family dwelling and is interchangeable with the word household. Where both a single family residence and a guest house occupy the same premises, each

of them would constitute a separate living unit. In the case of a duplex, each unit of the duplex, shall be regarded as a Single Family Residence.

STABLE MATTER All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

STATE APPROVED SANITARY LANDFILL A landfill that meets all Federal and State environmental requirements and regulations including, but not limited to the Environmental Protection Agencies' Sub Title D regulations. A controlled area of land upon which solid waste is deposited, and is compacted and covered with no on-site burning of wastes, and so located, contoured, drained and operated so that it will not cause adverse effect o public health or the environment.

TRASH This shall include all nonputrescible solid waste normally accumulated in the care and maintenance of residential property such as paper, cardboard, shrubbery, wood, bagged grass/weed clippings or leaves, branches and bulky waste.

YARD WASTE All yard waste resulting from yard maintenance and consisting of waste wood, products, tree trimmings, dead plants, dead trees or branches thereof, or other similar materials as well as, all weeds, leaves, grass clippings, chips, shavings, and sawdust or other similar materials.

GENERAL The Contractor shall maintain a local office at a location approved by the Director or Public Works. The office shall be manned with an authorized agent of the contractor whose name shall be submitted to the Director of Public Works along with the information as to how the agent may be contacted at any time. The agent shall be authorized by the Contractor to receive all notices and instructions issued by the City. Service of such notice or instructions on the Contractor's agent shall in all cases constitute service upon the Contractor. The City shall notify the Contractor of each complaint reported to the City by phone or facsimile. The Contractor shall maintain at its local office, an attendant to answer telephone calls between the hours of 8:00 a.m. and 5:00 p.m. on all regularly scheduled collection days, excluding holidays specified herein. The attendant shall receive calls from residential customers in a courteous and polite manner, and the Contractor shall resolve all complaints.

All persons employed by the Contractor shall be competent, skilled, and qualified in performance of the work to which they are assigned. All personnel shall maintain a courteous and respectful attitude toward the public at all times. The Contractor shall require all employees to be dressed appropriately at all times relevant to the contract.

At no time shall the Contractor's employees solicit, request or receive gratuities. The Contractor shall direct its employees to avoid loud and/or profane language at all times during the performance of their duties. Employee's who engage in misconduct or are incompetent or negligent in the proper performance of their duties or are dishonest, disorderly, intoxicated or discourteous, shall be removed from service in the City.

The Contractor shall not commence collection in residential areas prior to 6:00 a.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Collection of the solid waste as defined in the General Provisions shall be completed by 7:00 p.m. The Contractor shall pick up all blown, littered, and broken material occurring at the point of collection resulting from its garbage and trash collection and hauling operations. Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled debris or material from the City streets, sidewalks, or residents' property when said spillage is caused by the Contractor. The Contractor shall exercise care in the handling of containers.

The Contractor shall not enter into subcontracts, leases, agreements, or assignment pertaining to this collection contract without written consent of the City.

FORCE MAJEURE Contractor's performance of its obligations shall be excused in the event and during the period that such performance is prevented by an extraordinary cause or causes beyond the reasonable control of the Contractor. Such extraordinary causes shall include, but not be limited to, acts of God, acts of war, riot, flood, sabotage or national defense requirements.

VEHICLES AND EQUIPMENT The contractor shall provide adequate and sufficient garages, shops, and yard to provide all-weather, year-round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by the contractor shall be kept and maintained in a sanitary condition and in good repair. Employees driving contractor's vehicles shall have a valid operator's license of the State of Mississippi. The contractor shall not use the City name or other words implying governmental ownership on any stationery equipment, or on any vehicles or equipment.

All vehicles and equipment used in collection and transportation of solid waste within the area shall be of sufficient size, capacity, and number to adequately and efficiently collect the solid waste and recyclables in accordance with the specifications. In all solid waste cases, each truck shall be equipped with a closed body that incorporates a device for compacting collecting waste.

LIQUIDATED DAMAGES The Public Works Director shall notify the contractor each violation of the contract reported to the City. It shall be the duty of the contractor to take proper action to remedy the cause of the complaint. Failure to remedy the cause of the cause of the complaint within the specified time period shall constitute a breach of this contract section; and it is agreed that the City shall have the authority to deduct from payments due the contractor following amount as liquidated damages:

- (1) Failure to clean up spilled refuse- \$25.00 for each instance.
- (2) Failure to clean vehicle, conveyances, containers, docks, yards, shops and other equipment as provided in the specifications- \$25.00 for each instance.
- (3) Failure to collect refuse after notification of a complaint- \$25.00 for each failure or neglect of repeated instance at same residence.

- (4) Failure to maintain vehicle in operable condition and acceptable appearance shall, after inspection and notice, cause confiscation of vehicle sign, thus not allowing that vehicle to be used in the collection and removal of refuse.

In the event the Contractor does default or otherwise abandon the project, the City reserves the right to collect from the Contractor or its surety, the actual damages incurred by the City as a result of the default or abandonment.

The Director of Public Works shall determine the assessment of liquidated damages, and deductions shall be made from the payment each month to the Contractor. The decision of the Director of Public Works in the matter will be final unless appealed in writing to the City Board of Aldermen within seven (7) days after notice of assessment. The decision of the City Board of Aldermen shall be final.

INSURANCE REQUIREMENTS Insurance coverage specified herein constitutes the minimum requirements. Said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the contract. The Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgement, may be necessary for proper protection in the prosecution of the work.

The Contractor shall carry the insurance herein specified and all policies shall be with companies satisfactory to the City.

Certificates of insurance shall state that thirty (30) calendar days written notice will be given to the city before the policy is canceled or changed. No Contractor or Subcontractor shall be allowed to start any work on this contract until certificates of all insurance required herein are filed with and approved by the City. The certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:

- (A) **Workmen's Compensation and Employer's Liability Insurance** This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions for a Workmen's Compensation Law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability.
- (B) **Contractor's Comprehensive Public Liability and Property Damage Insurance** Covering all operations in connection with the performance of this Contract in Amount no less than the following:

Comprehensive general liability including bodily injury and property damage

limits of at least \$500,000 per occurrence with an aggregate limit of \$2,000,000 for all damages arising during any policy year.

(C) Automotive Public Liability Property Damage The Contractor shall maintain automobile public liability insurance in the amount of not less than \$1,000,000 for one accident, and automobile property damage insurance in the amount of not less than \$500,000 for one accident to protect him from all claims arising from the use of the following:

- (1) Contractor's own automobiles and trucks
- (2) Hired automobiles and trucks
- (3) Automobiles and trucks owned by subcontractors

The aforementioned is to cover use of automobiles and trucks on and off the Site of the project.

(D) Owner's Protective Liability Policy The Contractor shall maintain Owner's Protective Liability Insurance, or equivalent coverage under its General Liability Policy with the City and their servants, agents and employees as additional insured in amounts not less than the following:

Comprehensive general liability including bodily injury and property damage
Limits of at least \$500,000 per occurrence with an aggregate limit of \$2,000,000 for all damages arising during any policy year.

TERM Contract begins November 01, 2001 and ends October 31, 2004.

ESCALATOR CLAUSE FOR CONTRACT PRICE ADJUSTMENT The contract price shall be reviewed in August of each contract year in accordance with the escalator clause and the contract price shall be established for the next fiscal year beginning on November 01 following the August evaluation. Should the City exercise the option to extend the contract period, the above-stated contract price shall be reviewed in August prior to said extension of each contractual year thereafter, and, by supplemental agreement hereto, said price shall be adjusted for the next succeeding contractual year. The basis for adjustment in contract price shall be any increases or decreases in the United State Department of Labor, Bureau of Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers.

The adjusted price shall be computed as follows:

A=CPI, July, current year
B=CPI, July, previous year

$$\frac{A-B}{B} = \% \text{ of change in the unit price}$$

The contract price for each succeeding contractual year shall be computed by multiplying the contract price for the first contractual year times the factor computed above.

HOLIDAYS The contractor shall honor the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

BASIS AND METHOD OF PAYMENT The Contractor shall be paid on or before the 15th day of each month for successful work completed and submitted for payment prior to the 3rd day of that month. Payment due the Contractor shall be \$9.75 for every residential unit for the initial twelve (12) months of the contract.

SPECIAL CITY-WIDE CLEAN UP The contractor shall participate in a special city wide clean up twice each year. The contractor shall furnish two (40) yard boxes placed in locations specified by the Director of Public Works. The contractor will receive no additional compensation for these services.

CURBSIDE RECYCLABLE COLLECTION The contractor shall furnish all labor and vehicles to collect one time per week recyclable materials placed at curbside. The contractor shall deliver commingled materials to processing facility and is responsible for all processing fees. The contractor will also furnish each residence one (14) gallon bin at the inception of this contract. The contractor shall have additional bins available for purchase by residents or the City at fair market value. Rebates for the sale of materials will not be given.

BOARD APPROVED

CITY OF CLINTON AGENDA ITEM FACT SHEET

Board Meeting Date: October 16, 2001

Agenda Item No. 11.

Consent Agenda:
For:

To:

Account No.

Discussion/Action: Appointment of James C. Martin to Planning & Zoning Board

Jan 1, 2002

Introduced by: Tony Greer, Alderman, Ward 2

Telephone No.

Exhibits for Review:

Minutes: _____

Invoice: _____

Other: _____

Ordinance: _____

Plans, Maps: _____

Resolution: _____

Contract: _____

Recommendation:

Board Action:

Motion made by: _____

Seconded by: _____

Greer
Lott

Vote Cast:

"Aye":

"Nay":

Action Taken:

Brabham
Hisaw
Greer
Brantley
Fisher
Touchton
Lott

I

Mayor Aultman

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

FROM :

FAX NO. :

Oct. 11 2001 11:07AM P1

220 Hood Drive
Clinton, MS 39056
601/924-1882 (Home)
601/856-0000 (Office)
601/856-5767 (Fax)

JAMES C. MARTIN
Attorney At Law

Firm

WRIGHT & MARTIN, LLP
567 Highway 51, Suite C
Ridgeland, Mississippi 39157

Mailing Address: Post Office Box 1950
Ridgeland, Mississippi 39158-1950

Email Address: jmartin@wrightmartin.com

Personal

Date of Birth: May 5, 1959.

Marital Status: Married to A. Renee Alderman Martin
Two children: daughter, Emily; Son, Ryan

Education

Baylor University School of Law, Waco, TX 1981 - 1984
■ Juris Doctor

Mississippi College 1977 - 1981
■ Major - Business Finance: Minors - History and English

Experience

- WRIGHT & MARTIN, LLP
- Partner - 1999 to Present

Areas of Practice: Insurance Defense, Bankruptcy, Real Estate,
Corporate and General Practice

- STENNETT, WILKINSON & PEDEN, P.A.
- Attorney - 1984 to 1999

Areas of Practice: Litigation, Administrative, Bankruptcy, Real Estate,
Corporate and General Practice

FROM :

FAX NO. :

Oct. 11 2001 11:08AM P2

**Experience
cont'd.**

■ UNIVERSITY OF MISSISSIPPI

Adjunct Professor – 1987 to 1991

Responsibilities: Paralegal Studies Program (Real Property law, Abstracting, Real Property loan closings and Legal Research)

■ MISSISSIPPI COLLEGE

Adjunct Professor – 1991 to Present

Responsibilities: Paralegal Studies Program (Real Property law, Abstracting, Real Property loan closings and Legal Research/Bibliography)

**Reported
Decisions**

- *Magnolia Venture Capital Corp. v. Prudential Securities, Inc., and Miss. Dept. of Economic and Community Development*, 151 F.3d 439 (5th Cir. 1998), cert. denied 119 S. Ct. 115 (1999).
- *Horton v. Public Employees Retirement System*, 711 So. 2d 896 (Miss. 1998)
- *W. H. Thames v. Jackson Production Credit Association*, 600 So. 2d 208 (Miss. 1992)
- *The Carthage Bank v. Kirkland*, 121 B.R. 496 (S.D. Miss. 1990)

Community

- First Baptist Church, Clinton, Mississippi, Deacon, Chairman – Board of Trustees 1997-1999
- Clinton Noon Lions Club, President 1997-1998
- Arts Council of Clinton, Secretary 1999-2001
- Leadership, Clinton 1993-1994
- Youth Soccer Coach 1996-Present

Memberships

- Hinds County Bar Association, MSB #1890
- Mississippi State Bar Association (Member, Section on Corporate, Finance and Commercial Law)
- American Bar Association (Member, Section of Corporation, Banking and Business Law).
- State Bar of Texas Association
- Mississippi Bankruptcy Conference

References

Available upon request.