

**ADJOURNED MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
TUESDAY, AUGUST 20, 1991 - 7 P.M.  
A. E. WOOD MEMORIAL LIBRARY**

The Mayor and Board of Aldermen of the City of Clinton met in Adjourned Meeting at 7 P.M., at the A. E. Wood Memorial Library, 111 Clinton Boulevard, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of August 6, 1991, as found on Page 780 of this Minute Book U.

**WELCOME AND CALL TO ORDER** - Mayor Billy Ray Smith

**INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**

The Invocation was led by Alderman Jean Johnson followed by the Pledge of Allegiance to the Flag led by Alderman Keith Montgomery.

**ROLL CALL** - City Clerk Nelson Byrd

Present - Willard Ryan - Alderman-at-Large  
O. C. George Ferrell - Alderman Ward 1  
Edward Valente - Alderman Ward 2  
Ronnie Chappell - Alderman Ward 3  
Keith Montgomery - Alderman Ward 4  
Jean Johnson - Alderman Ward 5  
Sharbert Lott - Alderman Ward 6  
Mayor Billy Ray Smith - Presiding

City Attorney William E. Spell  
City Clerk Nelson Byrd

**APPROVAL OF CONSENT AGENDA ITEMS A-Q:**

- A. \$350.00 approximately for Jim Powell to attend SIDC Regional Convention for Economic Developers in Biloxi - October 1991 (Economic Dev.)
- B. \$860.00 approximately for James Bradford to attend "Certified Fitness Coordinator" workshop, Mandeville, LA, September 16-20, 1991, to have a trained fitness coordinator to implement a mandatory physical training program for firefighters (Fire)
- C. \$90.00 (\$45.00 each) for Aubrey Wells and Bryan Presson to attend Public Safety Diver and Dive Rescue Refresher Course at State Fire Academy - August 26-28, 1991 (Fire)
- D. \$1,446.00 low quote from Statewide Communication for radio, cable, and antenna for Fire Station II (Fire)
- E. \$961.40 low quote from Mel Luna Saw Co. for generator on fire/emergency engine (Fire)
- F. \$3,288.00 low quote (State contract price) for 2,000 feet of hose for Fire Dept. (Fire)
- G. \$850.34 plus \$975.46 to Apac-Miss. for asphalt to repair streets (Public Works)
- H. \$640.00 plus \$960.00 to CapWeld for chlorine for water treatment (Public Works)
- I. \$594.60 to Central Pipe Supply, Inc., for supplies for repairs and new water services (Public Works)
- J. \$816.00 to Central Pipe Supply, Inc., for (24) 3/4" Badger Meters (Public Works)
- K. \$520.00 to Clinton Body Shop, Inc., for repair of body on C-9 truck (Public Works)
- L. \$7,922.70 to Hill City Oil for gas to be used by various departments
- M. \$540.00 to Marvin Hillard for hauling 4 loads of sludge from Briars Treatment Plant (Public Works)
- N. \$973.75 to Jackson Ford Tractor to repair clutch in 6610 Ford tractor (Public Works)
- O. \$6,789.43 to Miss. Road Supply for repairs of JCB Backhoe

- engine (Public Works)
- P. \$1,456.00 to Redi-Mix, Inc., for concrete to build sidewalk from Post Office to McRaven Street (Public Works)
- Q. \$600.00 to Hinds County Board of Supervisors to purchase used John Deere Tractor #2240 and a 15 ft. Batwing mower (Public Works)

**MOTION** made by Alderman Chappell and **SECONDED** by Alderman Johnson to approve Consent Agenda Items A-Q as listed above. **MOTION CARRIED UNANIMOUSLY.** Quotes listed in items D, E, and F as listed above may be found on file in the Office of the City Clerk.

**BANKS ROAD BIDS REJECTED WITH PROJECT TO BE RE-CONSIDERED IN 1991-1992 BUDGET PLANNING**

As shown by Proof of Publication found on Page 855 of this Minute Book U that sealed bids would be received for the Banks Road Drainage Improvement Project, said bids were received and opened with copy of Bid Tabulation found on Page 856 of this Minute Book U. **MOTION** made by Alderman Montgomery to reject all bids for the Banks Road project and not re-advertise unless we could come under the \$8,000.00 cost the Board had previously authorized. **SAID MOTION DIED FOR LACK OF A SECOND.** Alderman Ferrell then requested the project be delayed and be considered in the 1991-1992 budget planning process and further that Alderman Ferrell be included in that Budget Planning Meeting. **MOTION** then made by Alderman Valente and **SECONDED** by Alderman Ferrell to reject said bids as received. **MOTION CARRIED UNANIMOUSLY.**

**TRAILWOOD DRAINAGE PROBLEM SOLVED AND OMITTED FROM DISCUSSION**

Noting that Agenda Item #7, discussion of the Trailwood Drainage problem, having been completed, **NO BOARD ACTION** or discussion was necessary.

**EDWARD TAYLOR APPOINTED TO PLANNING AND ZONING BOARD**

Messrs. Theodore Williams and Edward Taylor having been nominated to serve as Ward 1 representative on the City of Clinton Planning and Zoning Board, **ROLL CALL VOTE** was taken with the following results: Alderman Ryan - "Williams", Alderman Ferrell - "Williams", Alderman Valente - "Williams", Alderman Chappell - "Taylor", Alderman Montgomery - "Taylor", Alderman Johnson - "Taylor", Alderman Lott - "Taylor". **MOTION CARRIED 4-3** for Mr. Taylor. Alderman Ferrell requested that the record reflect his nominee was Mr. Theodore Williams.

Alderman Ferrell left the Board Room at 7:30 p.m.

**GARBAGE/RECYCLING CONTRACT WITH MAGNOLIA STATE DISPOSAL SERVICE APPROVED**

**MOTION** made by Alderman Ryan and **SECONDED** by Alderman Chappell to adopt that garbage/recycling contract with Magnolia State Disposal Service as found on Pages 857-873 of this Minute Book U. **MOTION CARRIED UNANIMOUSLY.** Alderman Ferrell not present for voting.

It was briefly discussed that a portion of the proceeds received for recycling could be channeled into City-wide beautification projects but would be decided in conjunction with the 1991-1992 budget planning and further that if said monies were channeled into beautification, then a committee would have to be formed to make sure beautification projects were equally distributed throughout all wards of the City.

**DALTON EASEMENT TABLED FOR MAXIMUM 4 WEEKS FOR LEGAL DOCUMENTS**

Upon the recommendation of City Engineer Anderson and Public

Works Director Alderman to accept a 2' abandonment easement on the property of Jackie Dalton located at 702 Pinehurst Drive, **MOTION** made by Alderman Montgomery and **SECONDED** by Alderman Johnson to table said matter for a period not to exceed 4 weeks for Mr. Dalton's attorney to draw up the necessary legal documents. **MOTION CARRIED UNANIMOUSLY.** Alderman Ferrell not present for voting.

**DOROTHY MCCRAW ALLOWED 60 DAY EXTENSION TO DEMOLISH BUILDING LOCATED AT 524 EAST COLLEGE CONTINGENT UPON CERTAIN PROVISIONS**

Noting that Ms. McCraw had been properly notified, Mayor Smith called the public hearing to order to show cause why the building located on parcel 2861-284, 524 East College Street had not been demolished as previously ordered by this Board, and having heard from Ms. McCraw, **MOTION** made by Alderman Johnson and **SECONDED** by Alderman Chappell to extend said demolition order 60 days provided said building is cleaned up immediately. Prior to a vote being taken, **MOTION** made by Alderman Chappell and **SECONDED** by Alderman Ryan to amend the motion to include that Ms. McCraw must sign an agreement drawn up by City Attorney Spell stating that said 60 day extension is contingent upon provision that said building is to be cleaned up and boarded up within 7 days to remove all immediate hazards. **AMENDMENT TO THE MOTION CARRIED UNANIMOUSLY. MOTION AS AMENDED CARRIED UNANIMOUSLY.** Alderman Ferrell not present for voting. Copy of said agreement may be found on Page 874 of this Minute Book U.

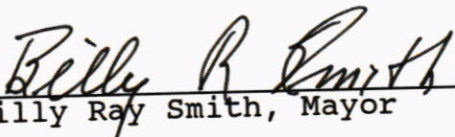
**OTHER BUSINESS**

- A. Bank of Mississippi Grand Opening/Ribbon Cutting to be held August 30, 1991, 10 a.m.
- B. Public Works Director Alderman was directed to have Building Inspector Julion Lowther enforce the zoning ordinance relative to political signs in order to keep the City rights-of-way, etc., clear of political signs.

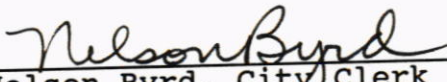
**ADJOURNMENT - 8:20 P.M.**

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

Copy of Agenda may be found on Pages 875-876 of this Minute Book U.

  
\_\_\_\_\_  
Billy Ray Smith, Mayor

8-22-91  
Date

  
\_\_\_\_\_  
Nelson Byrd, City Clerk

8-22-91  
Date

SEAL

Copy sent to PW 7-30-91

6

**PROOF OF PUBLICATION**  
**THE STATE OF MISSISSIPPI**  
**HINDS COUNTY**

**PASTE PROOF HERE**

**ADVERTISEMENT  
FOR BIDS**  
Sealed bids for the clearing, shaping, and realigning of ditch sections and providing and installing storm drainage culverts in the vicinity of Banks Road in Clinton, Mississippi, will be received by the Mayor and Board of Aldermen at City Hall, 300 Jefferson Street, Clinton, Mississippi, until 1:30 P.M. local time on August 8, 1991, and immediately thereafter will be opened and publicly read. All documents required for bidding purposes, including specifications, may be obtained from Anderson Engineers, P.A., 541 Highway 80 West, Suite B, P.O. Box 254, Clinton, MS 39060, for a deposit of \$25.00, non-refundable. A copy of the specifications may be examined at the office of the Project Engineers, as specified above; the Clinton City Hall, and the AGC, ABC, and F. W. Dodge plan rooms in Jackson, Mississippi. Bid preparation will be in accordance with the Instructions to Bidders bound in the Specifications. The City of Clinton reserves the right to waive irregularities and to reject any and all bids.  
**CITY OF CLINTON,  
MISSISSIPPI**  
By: /s/ Nelson Byrd  
Nelson Byrd  
City Clerk  
  
Approved By:  
/s/ Jean W. Johnson  
Billy Ray Smith  
Mayor  
July 18, 25, 1991

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

Kimberly Allday,

an authorized clerk of THE CLARION-LEDGER, a daily newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date July 18, 1991

Date July 25, 1991

Date \_\_\_\_\_, 19\_\_\_\_

Date \_\_\_\_\_, 19\_\_\_\_

Date \_\_\_\_\_, 19\_\_\_\_

Number of Lines 49

Published 2 Times

Total \$ 27.48

Signed Kimberly Allday

Authorized Clerk  
of The Clarion-Ledger

SWORN to and subscribed before me the 25th day of July,  
19 91.

Jane Beathner  
Notary Public

My Commission Expires: Nov. 17, 1992  
My Commission Expires

(Seal)

6

BID TABULATION

PROJECT: DRAINAGE IMPROVEMENTS  
BANKS ROAD

OWNER: CITY OF CLINTON, CLINTON, MS

ENGINEER: ANDERSON ENGINEERS, P.A.

BID DATE: AUGUST 8, 1991 1:30 P.M.  
CITY HALL  
300 JEFFERSON STREET  
CLINTON, MISSISSIPPI

| <u>CONTRACTOR</u>                                                         | <u>BASE BID</u>    |
|---------------------------------------------------------------------------|--------------------|
| DENNIS BAKER, INC.<br>C.O.R.# <u>5383</u><br>BID BOND <u>✓</u>            | <u>\$38,420.00</u> |
| DELTA CONSTRUCTORS, INC.<br>C.O.R.# <u>7487</u><br>BID BOND <u>✓</u>      | <u>\$29,760.00</u> |
| FOSHEE CONSTRUCTION CO., INC.<br>C.O.R.# <u>2908</u><br>BID BOND <u>✓</u> | <u>\$34,950.00</u> |

This is to certify that the above bid amounts are a true and accurate tabulation of the construction bids received on this project.

BY:   
James W. Miller, Jr., P.E.  
Anderson Engineers, P.A.

MAGNOLIA STATE DISPOSAL SERVICE, INC.  
CITY OF CLINTON, MISSISSIPPI  
SOLID WASTE COLLECTION CONTRACT

THIS CONTRACT made and entered into by and between  
MAGNOLIA STATE DISPOSAL SERVICE, INC., hereinafter called  
MAGNOLIA, and the CITY OF CLINTON, MISSISSIPPI, a municipal  
corporation, hereinafter called CLINTON.

W I T N E S S E T H:

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

RECITALS

1. Pursuant to the Requirements and Specifications  
for City-Wide Garbage Pick-Up, City of Clinton, Mississippi,  
CLINTON solicited proposals concerning solid waste and recyclable  
material pick-up and disposal for the City of Clinton.
2. Proposals for solid waste and recyclable material  
pick-up and disposal were requested to be received through  
July 11, 1991.
3. MAGNOLIA submitted a proposal to CLINTON for a  
four (4) year contract.
4. By resolution adopted by the Board of Aldermen at  
a meeting held on August 6, 1991, MAGNOLIA's proposal was  
selected.

5. The parties desire to set forth their agreement in writing in this Contract.

#### DEFINITIONS

1. CONTAINER: The term "container" means a leak-proof metal or plastic can of not less than ten (10) gallons, nor more than thirty (30) gallons capacity, fitted with a closely fitting cover, or a treated sack having the same capacity to be provided by the customer.

2. GARBAGE: The term "garbage" is defined as household waste, paper and cardboard containers, cans and the like which usually and customarily originate within a place of residence. The term "garbage" does not include kitchen and table wastes from commercial establishments such as hotels, restaurants, and the like, neither does the term "garbage" include discarded automobile tires and tubes in unusual amounts at commercial locations, including filling stations, garages, and tire stores.

3. ORDINANCE: City of Clinton ordinances on garbage and garbage collection.

4. PICK-UP LOCATION: The term "pick-up location" is defined as a residential unit or other units billed by CLINTON for garbage service plus such unit or units exempt from payment for garbage service due to old age, handicap or other such exemptions as shown and reported on CLINTON's records. The term "pick-up location" shall not include commercial locations

generating in excess of five (5) thirty (30) gallon containers per collection day.

5. RECYCLABLE MATERIAL: The term "recyclable material" means newspapers and newsprint, computer paper, cardboard, plastic and plastic containers, glass containers (clear and colored), aluminum and aluminum cans and tin cans. Additional recyclable items and non-recyclable items may be identified in the promotional/educational material provided to each pick-up location. The term "recyclable material" does not include hazardous material.

6. REFUSE: The term "refuse" is defined as including the definitions herein of garbage, trash, and recyclable material.

7. TRASH: The term "trash" is defined as rubbish, tree trimmings, hedge trimmings, leaves, grass, weeds, and the like which usually and customarily originate outside of a residence. The term "trash" does not include rubbish and refuse resulting from business construction and repair, tree trimmings and the like when done by a contractor. The term "trash" does not include limbs or other materials with lengths in excess of five feet (5').

8. UNCONTAINERIZED REFUSE: The term "uncontainerized refuse" means all non-putrescible solid waste incapable of being placed in a container and normally accumulated in the care and maintenance of residential property, including, but not limited to: paper, cardboard, shrubbery, wood, bagged leaves/grass/weed

clippings, branches, building materials, furniture, mattresses, bed springs, appliances (water heaters, washers, dryers, freezers, refrigerators and air conditioners), and white goods and other residential debris. The term "uncontainerized refuse" does not include refuse resulting from business construction and repair, tree trimmings and the like when done by contractors.

#### CONTRACT PROVISIONS

##### COLLECTION REQUIREMENTS:

1. MAGNOLIA shall collect, remove and dispose of all garbage, trash and recyclable material from all pick-up locations and other locations specified in this Contract.

2. Containers shall be placed for pick-up within five feet (5') of the curb no later than 7:00 a.m. on the morning of pick-up.

3. MAGNOLIA will not be required to collect and remove any refuse not placed in a manner consistent with this Contract and/or any Ordinance. MAGNOLIA shall provide to the City a daily accounting of those persons or businesses not collected for improper placement of refuse, listing date, address, time of pick-up, and reason not picked up.

4. Collection of garbage and trash shall be scheduled twice weekly, excluding certain holidays identified herein, on regularly scheduled days. Collection days shall be separated by two (2) non-collection days. There shall be no limit on the number of containers and all garbage, trash and recyclable

material properly containerized and/or bundled shall be collected by MAGNOLIA.

5. The refuse pick-up schedule, unless modified by MAGNOLIA with written approval of the Director of Public Works, will be as follows:

- a) twice weekly garbage and trash collection for Monday/Thursday and Tuesday/Friday with roughly half of the City on each schedule;
- b) recyclable material pick-up on Wednesday; and
- c) uncontainerized refuse collected on the second of the two garbage/trash pick-up days.

6. When a regularly scheduled collection day falls on the following holidays, such collection day will be omitted:

- a) New Year's Day (January 1);
- b) Memorial Day (last Monday in May);
- c) Independence Day (July 4);
- d) Labor Day (first Monday in September);
- e) Thanksgiving (fourth Thursday in November); and
- f) Christmas (December 25).

Regularly scheduled collection on other federal, state or local holidays will be picked up as scheduled.

7. All unrecyclable refuse collected hereunder shall be disposed of at MAGNOLIA's expense and at a landfill that meets all State, federal and local requirements imposed by law.

8. Property owners or occupants shall be responsible for preparation, storage and placement of refuse for collection in strict accordance with this Contract and any Ordinance. Garbage shall be placed in approved leak-proof metal or plastic

containers not exceeding thirty (30) gallons with tight fitting lids. Containers and contents shall not exceed sixty (60) pounds in weight.

9. All containers except recycling collection containers shall be supplied by the residents and shall have tight fitting lids. Refuse shall be collected if properly containerized or secured as provided in this Contract and any Ordinance.

10. Adverse weather shall not be considered reason for not collecting refuse unless approved by the Director of Public Works.

RECYCLING:

1. All recycling collection containers shall be supplied by MAGNOLIA and the containers shall remain the property of MAGNOLIA. MAGNOLIA shall have the option of providing one (1) container for all recyclable material, to be sorted after collection by MAGNOLIA, or one (1) separation container requiring residents to separate the recyclable material into the appropriate container or container compartment.

2. MAGNOLIA shall be responsible for establishing, conducting and maintaining as needed, during the term of the Contract, advertising campaign(s) to provide promotional/educational material to each pick-up location and other such education program(s) within the City to assist in the promotion of the recycling phase of the Contract.

3. It shall be the responsibility of MAGNOLIA to collect, at all pick-up locations, recyclable material once (1) weekly on a regularly scheduled day. There shall be no limit on the number of containers, except that MAGNOLIA shall only be responsible for supplying one (1) recyclable material container per pick-up location. All recyclable material properly bundled, stacked, bagged and placed neatly next to the recycle containers shall be collected by MAGNOLIA.

UNCONTAINERIZED REFUSE:

It shall be the responsibility of MAGNOLIA to collect loose and uncontainerized refuse once (1) weekly on a regularly scheduled date. All loose and uncontainerized refuse complying with this Contract and any City Ordinance and which is properly placed and located by the property owners or occupants for collection shall be picked up by MAGNOLIA.

SPECIAL RESIDENTIAL CLEANUP:

1. MAGNOLIA shall participate in special residential cleanup(s) at no additional compensation. The times for said cleanup will be set each year by the Director of Public Works and shall not exceed one cleanup period of no more than seven (7) calendar days each quarter. These special cleanups are to include pick-up of all furniture and appliances, including, but not limited to, stoves, refrigerators, chairs, sofas, hot water tanks, dryers, televisions, limbs, and the like which are placed at the curb or are accessible within five feet (5') of the curb. In addition, all material properly containerized and placed at

the curb during these specified periods shall be collected by MAGNOLIA. Flammable liquids and explosive materials are excluded.

2. During the special residential cleanup, MAGNOLIA will be required to place large, open bins at several strategic locations around the City for residents who wish to cleanup and deposit refuse in a bin. The number of bins shall not exceed a total of twelve (12) per year.

OPTIONAL SERVICES:

MAGNOLIA may provide optional services on special days within the City where activities generate an unusually large volume of garbage and trash. Information regarding these activities may be obtained from the Director of Public Works, the City Clerk and/or the Mayor.

COMPENSATION FOR SERVICES:

1. MAGNOLIA agrees to furnish all lands, buildings, labor, mechanics, tools, equipment and materials necessary for the adequate performance of the services contemplated by this Contract and to faithfully perform the services contemplated by this Contract.

2. CLINTON agrees to pay MAGNOLIA for the services provided as follows:

- a) \$5.765<sup>00</sup> per pick-up location per month for two (2) garbage/trash and one (1) recyclable material/uncontainerized refuse pick-up per week
- b) six (6) eight (8) yard dumpsters at Clinton schools picked up five (5) times per week - \$960.00 per month

- c) one (1) eight (8) yard dumpster at Clinton schools picked up three (3) times per week - \$110.00 per month
- d) two (2) six (6) yard dumpsters at Clinton schools picked up two (2) times per week - \$150.00 per month
- e) two (2) four (4) yard dumpsters at Clinton schools picked up two (2) times per week - \$120.00 per month
- f) one (1) four (4) yard dumpster at Clinton schools picked up one (1) time per week - \$45.00 per month
- g) two (2) eight (8) yard dumpsters at trailer park (SRME) picked up two (2) times per week - \$180.00 per month (4) 350.00
- h) two (2) eight (8) yard dumpsters at apartments (SR) picked up two (2) times per week - \$180.00 per month
- i) one (1) eight (8) yard dumpster for City use (Traceway Park) picked up two (2) times per week - \$90.00 per month
- j) one (1) six (6) yard dumpster for City use (BMX Track) picked up one (1) time per week - \$50.00 per month
- k) one (1) eight (8) yard dumpster for City use (Mtc. Shop) picked up two (2) times per week - \$90.00 per month

3. The proposal submitted by MAGNOLIA on July 11, 1991, providing for the monthly payment of \$34,768.00, was based on 6,030 pick-up locations plus the dumpsters itemized above and less the \$1,000.00 per month refund to the City from recycling revenues. Additional dumpsters may be requested by CLINTON and provided by MAGNOLIA at the pro rata price provided herein.

4. The actual monthly payment for pick-up locations shall vary annually depending on the number of pick-up locations. Such number shall be computed annually on the anniversary date of

authorized agent of MAGNOLIA whose name shall be submitted to CLINTON along with information as to how the agent may be contacted at any time. The agent shall be authorized by MAGNOLIA to receive all notices and instructions issued by CLINTON. Service of such notice or instruction on such agent shall in all cases constitute service upon MAGNOLIA.

2. MAGNOLIA's agent shall obtain, once each working day by 4:00 p.m., a copy of any complaints received that day by the City. The complaint notices shall be either picked up at the Department of Public Works or received by telephone. All valid complaints shall be resolved within twenty-four (24) hours thereafter.

3. MAGNOLIA shall maintain at its local office an attendant to answer telephone calls between the hours of 7:00 a.m. and 4:00 p.m. on all regularly scheduled collection days, excluding City of CLINTON holidays. The attendant shall receive calls from pick-up locations served in a courteous and polite manner, and shall resolve all valid complaints within the following twenty-four (24) hour period.

4. MAGNOLIA shall not commence collection in residential areas prior to 7:00 a.m.

5. MAGNOLIA shall use reasonable care to pick up any spillage when transferring refuse from containers into collection equipment. Any spillage shall be immediately cleaned up and any debris blown or spilled as a result of the refuse collection or

hauling shall be cleaned up at the time of collection or hauling. MAGNOLIA shall exercise care in the handling of containers.

VEHICLES AND EQUIPMENT:

1. MAGNOLIA shall provide adequate and sufficient garages, shops, and yards to provide all weather year-round operation and to adequately clean and maintain vehicles and equipment. All vehicles, equipment and facilities used by MAGNOLIA shall be kept and maintained in a sanitary condition and in good repair. Employees driving MAGNOLIA's vehicles shall have a vehicle operator's license of the State of Mississippi.

2. All vehicles used in collection and transportation of refuse within the City shall be of sufficient size, capacity and number to adequately and efficiently collect the refuse in accordance with the terms of this Contract. In all cases, each truck shall be equipped with a closed, leak-proof body that incorporates a device for compacting collected refuse. All vehicles shall be single axle.

LIQUIDATED DAMAGES:

The Director of Public Works shall notify MAGNOLIA for each violation of the Contract reported to the City and believed to be substantiated. It shall be the duty of MAGNOLIA to take proper action to remedy the cause of any valid complaint within twenty-four (24) hours after notification. Failure to remedy the cause of complaint within the specified time period shall constitute a breach of this Contract and for the purpose of computing damages under the Contract, it is agreed that Clinton

shall have authority to deduct from payments due to MAGNOLIA, the following amounts as liquidated damages:

- a) failure to clean up spilled refuse...\$10.00 for each instance;
- b) failure to clean vehicle, conveyances, containers, docks, yards, shops and other equipment...\$10.00 for each instance; and
- c) failure to collect refuse within twenty-four (24) hours after notification of a valid complaint...\$25.00 for each instance.

The assessment of liquidated damages shall be determined by the Director of Public Works. The decision of the Director of Public Works in the matter will be binding unless appealed in writing to the Board of Aldermen within seven (7) days after notice.

INSURANCE:

1. MAGNOLIA shall secure, pay all premiums, and maintain in effect throughout the period of this Contract, the following kinds and amounts of insurance:

- a) Workmen's compensation insurance in compliance with all workmen's compensation insurance and safety laws of the State of Mississippi, and amendments thereto; and
- b) Commercial general liability insurance, covering all operations in connection with the performance of this Contract, in a total amount of not less than one million dollars (\$1,000,000).

Such policy shall also include coverage for improper disposal of refuse.

2. All policies providing such coverage, shall provide for ten (10) days' written notice to CLINTON prior to any

change or cancellation thereof, and shall, by their terms or by specific endorsement thereto, designate the City of CLINTON as an additional insured thereunder where possible.

**PERFORMANCE BOND:**

In order to insure the faithful performance of each and every condition, stipulation, and requirement of the Contract and to indemnify and save CLINTON harmless for any and all damages, either directly or indirectly, arising out of any failure to perform the same, MAGNOLIA shall furnish a Performance Bond for the entire term of this Contract in an amount representing the estimated yearly charges to CLINTON under the Contract. The Performance Bond shall be submitted on forms provided by or approved by CLINTON.

**BASIS AND METHOD OF PAYMENT:**

MAGNOLIA shall be paid on or before the last day of each month for successful work completed during that month. Payment due MAGNOLIA shall be based on the unit price per pick-up location and itemized dumpsters.

**TERM:**

The term of this Contract is for four (4) years, beginning October 1, 1991, and terminating September 30, 1995.

**FEDERAL REQUIREMENTS:**

1. MAGNOLIA agrees to comply with the provisions of the Davis-Bacon Act, the Contract Work Standards Act, the Anti-Kickback Act, the Civil Rights Act of 1964, and the Occupational Safety and Health Act.

2. The use of federal funds to supplement, assist, or finance municipal services is subject to the federal requirements for labor set forth in the following attachment entitled, Labor Standards Provisions for Federally Assisted Construction Contracts.

INDEMNIFICATION:

MAGNOLIA agrees to indemnify and save harmless the City of CLINTON of and from any and all claims or suits for damages arising out of the performance of this Contract.

ASSIGNMENTS:

MAGNOLIA 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 CLINTON. It is encouraged that, to the extent reasonable and feasible and subject to CLINTON consent, MAGNOLIA discuss minority business participation in this Contract.

GOVERNING LAW:

This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi. If any term or provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and

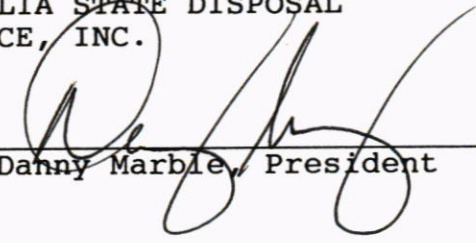
provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

ENTIRE AGREEMENT:

This Contract constitutes the entire agreement between the parties and no earlier statements or prior matters shall have any force and effect. The parties are not relying on any representations or agreements other than those contained in this Contract. This Contract shall not be modified except by written instrument subscribed by both parties.

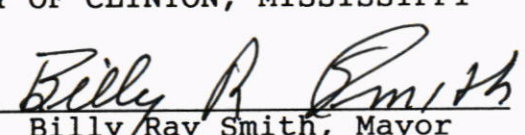
IN WITNESS WHEREOF, the parties hereto have affixed their signatures on this, the 1ST day of SEPTEMBER, 1991.

MAGNOLIA STATE DISPOSAL  
SERVICE, INC.

BY: 

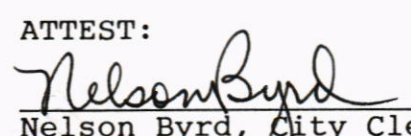
Danny Marble, President

CITY OF CLINTON, MISSISSIPPI

BY: 

Billy Ray Smith, Mayor

ATTEST:

  
Nelson Byrd, City Clerk

CERTIFICATE OF SUFFICIENCY

I, William E. Spell, attorney for the City of Clinton, Mississippi, do hereby certify that I have examined the Contract, <sup>was amended</sup> the bonds and evidence of insurance offered by Magnolia State Disposal Service, Inc. and find them to be properly executed, adequate and sufficient.

Nov 13, 1991  
Date

William E. Spell  
City Attorney

CORPORATE CERTIFICATE

I, Danny Marble, certify that I am the President of Magnolia State Disposal Service, Inc. and that I signed the Contract on behalf of Magnolia State Disposal Service, Inc. by authority of its governing body and within the scope of its corporate powers.

WITNESS MY SIGNATURE, this the 1st day of SEPTEMBER,  
1991.

(Corporate Seal)

Danny Marble, President

Insert:

Dorothy McCraw Demolition Agreement from Atty. Spell

Agreement not written because Bldg.  
was demolished before Spell could  
get to it.

Nelson Byrd  
City Clerk

this Contract by the City Clerk. Refuse collection from new pick-up locations within the City and any new areas annexed by the City will be collected on the same terms and conditions set forth in this Contract and shall be paid for at the unit prices contained herein.

5. The above-stated unit contract prices will remain in effect for the duration of the Contract; however, on the anniversary date of the Contract, MAGNOLIA shall have the option to increase the contract prices by an amount not to exceed a maximum of five percent (5%) in any subsequent Contract year based on 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, 1967=100, hereinafter to as "C.P.I.") increase during the preceding twelve (12) 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 the 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 unit bid prices for collection shall be recomputed each year by multiplying the base unit amount contained in the original proposal times the factor computed above and rounded to the nearest cent.

OPERATIONS:

1. MAGNOLIA shall maintain a local office in the Jackson metropolitan area. The office shall be staffed with an