

TOWN OF WALNUT GROVE, MINUTES OF
MAYOR AND BOARD OF ALDERMEN
HELD ON MAY 4, 2004

BE IT REMEMBERED and it is hereby certified to that the Mayor and Board of Aldermen met in regular session on Tuesday, May 4, 2004, at 6:00 p.m., in the City Hall, this being the time and place said meeting. The meeting was called to order by the Mayor, Grady Sims.

There were present:

Grady Sims	Mayor
W. C. Croft, Jr.	Aldermen
Jerry Darby	Aldermen
David Dumas	Aldermen
Pamela Gill	Alderwomen
Darla Mayo	Alderwomen
Jeff Webb	Attorney
Ada Chamblee	Town Clerk
Micheal Harper	Marshal
Brent King	City Manager

After prayer by Mayor Grady Sims, The following business was transacted to-wit:

Marcus Ellis, Sheila Johnson, Betty Gomillion, Kay Young, Tommie Rosebaum and Jamie Massey met with the Mayor and Board of Aldermen on beautification of triange. The visitors requested the Town pay \$6,000.00 on the cost of beautification of triangle and they would get donation of \$6,000.00 total to match. Paying the \$6000.00 was approved on motion by Alderwomen Gill, seconded by Aldermen Dumas and an "AYE" vote by all the Board of Aldermen.

The lighting for the triangle beautification will be paid for by the Town of Walnut Grove on motion made by Alderwomen Gill, seconded by Aldermen Dumas and unanimously approved by all the Board of Aldermen.

The Clerk requested that deputy clerk Hilda Ann Spence be allowed to work up to 32 hours during the week of Mississippi Municipal League Convention to have the city hall open during this time, permission was granted for the extra work time on motion made by Alderwomen Mayo, seconded by Aldermen Dumas and an "AYE" vote by all the Aldermen.

A resolution was adopted for law enforcement grant application through East Central Planning and Development on motion by Aldermen Dumas, seconded by Aldermen Croft and an "AYE" vote by all the Board of Aldermen,

The Board of Aldermen approved the hiring of two boys for grasscutting and one person to help at the library, on motion made by Aldermen Dumas, seconded by Alderwomen Gill and unanimous approval by all the Board of Aldermen.

There was only one bid received on the building of Fannie Grace Richmond House on the hone grant;
 Alex Leflore for \$69,700.00 for complete job
 Alex Leflore bid was accepted by the Mayor and Board of Aldermen with motion made by Aldermen Dumas, seconded by Aldermen Croft, and an "AYE" vote by all the Aldermen but Pamela Richmond Gill who refrain from voting due to Fannie Grace Richmond being her mother.

The Town received three bids on street paving:

Dickerson & Bowen	\$54.50 per ton
Custom Paving	\$53.00 per ton
Blaine & Sons	\$55.00 per ton

The Mayor and Board of Aldermen decided the lowest and best bid was Custon Paving on motion by Aldermen Dumas, seconded by Aldermen Darby and unanimous approval by all the Board of Aldermen.

The following bills were presented and ordered paid on motion made by Aldermen Croft, seconded by Aldermen Dumas and an "AYE" vote by all the Aldermen present.

The following bills were presented and ordered paid from Gas System:

Ada Chamblee	Office Salary	1787.50
Bank of Walnut Grove	Payroll Taxes	857.22
Bank of Walnut Grove	W H Taxes	414.00
Advantage Energy	Gas Purchased	27158.40
Brent King	Equipment - 4 ft bushhog	250.00
Postmaster	Office Supplies	37.00
A U L	Employees Insurance	293.52
Starmark	Employees Insurance	3913.14
MS Power Company	Power	335.93
Grainger	Maintenance	152.04
Midstate Tire Service	Maintenance	14.00
Thomas Drilling	Maintenance	30.56
Carleton Oil Company	Gas & Oil	949.65
Motor Parts & Gear	Maintenance	459.95
Leake County Co-Op	Maintenance	20.87
Bellsouth	Phones	474.45
A T & T	Phones	204.51
Cingular Wireless	Phones	137.55
Teletouch	Phones	44.08
General Town	Employees Retirement	2831.26
Viking Office Products	Office Supplies	108.07
B B I Inc.	Office Supplies	175.00
Sunflower	Maintenance	191.20
Wal Mart	Maintenance	144.00
Hunter Environmental	Maintenance	231.27
MS State Tax Commission	Sale Tax	1795.00
MS State Tax Commission	State W H Tax	416.00
Bank of Walnut Grove	Payroll Taxes	461.34
Bank of Walnut Grove	W H Taxes	300.00
Postmaster	Postage	72.99

The following bills were presented and ordered paid from

Water & Sewer Funds:

Ada Chamblee	Office Salary	112.50
MS Power Company	Power	1260.51
MS Power Company	Sewer Lift Power	603.07
Central Electric Power	Sewer Lift Power	14.42
MS Development Authority	Cap Loan Payment	6178.36
Dixie Wholesale	Maintenance	778.92
Cenco Inc.	Chemicals	1514.87
Bellsouth Phones	Phones	184.90
Bank of Walnut Grove	Payroll Taxes	221.79
Bank of Walnut Grove	W H Taxes	99.00
T V A	Loan Payment	3683.47
Bank of Walnut Grove	Payroll Taxes	194.78
Bank of Walnut Grove	W H Taxes	68.00
Postmaster	Postage	45.00

The following bills were presented and ordered paid from

General Town Funds:

Downtown Grill	Miscellaneous	55.34
Starmark	Employees Insurance	1533.63
A U L	Employees Insurance	215.89
Frontier Ford	Patrol Car Lease	1094.56
Trustmark	Garbage Truck Note	2035.50
Bellsouth	Library Maintenance	111.02
MS Regional	Library Budget	3750.83
MS Power Co.	Power	175.17
Chief Supply	Law Enforcement	108.00
DPS Law Enf.	Law Enforcement	900.00
MAS Modern Marketing	Law Enforcement	56.17
Leake Co. Jail	Jail Cost	600.00
Joiner's 16	Maintenance	228.43
American Plus Inc.	Street Repairs	172.44
Carthage Small Engine	Lawn Mower Repairs	70.85
The Carthaginian	Publication	25.66
Central Electric	Ballpark	8.03
Waste Management	Trash Cost	212.55
Dickerson petroleum	Miscellaneous	129.85
MS Prosecutors	Legal - fees & Dues	50.00
U S Financial	Employees Insurance	337.29
Bank of Walnut Grove	Payroll Taxes	776.55
Bank of Walnut Grove	W H Taxes	243.00
Bank of Walnut Grove	Payroll Taxes	638.85
Bank of Walnut Grove	W H Taxes	243.00
State Treasurer	Fine Assessment	1829.50
D P S	Fine Assessments	400.00

The following bill was presented and ordered paid from

Street Tax Funds:

MS Power Company	Street Lights	24.51
------------------	---------------	-------

The following bill was presented and ordered paid from

Fire protection funds:

The Fish House	Fire Department	469.73
----------------	-----------------	--------

Officer's Salaries:

Grady Sims	Mayor	1000.00
W. C. Croft, Jr	Aldermen	200.00
Jerry Darby	Aldermen	200.00
David Dumas	Aldermen	200.00
Pamela Gill	Alderwomen	200.00
Darla Mayo	Alderwomen	200.00
Ada Chamblee	Town Clerk	100.00
Jeff Webb	Attorney	200.00
Carolyn Wilcher Thomas	Municipal Judge	400.00

The following salaries were also paid:

Hilda Ann Spence	Deputy Town Clerk	329.60
Micheal Harper	Marshal	2500.00
Kevin Polk	Deputy #2	1975.00
Darren Horn	Deputy #5	1800.00
Micheal Smith	Deputy #3	1800.00
David Alexanderr	Deputy #4	276.00
Brent King	City Manager	2666.66
Jerry Millsaps	Maintenance	2330.00
Mark Trippe	Maintenance	2300.00
James Earl Johnson	Maintenance	1344.00

Balance on hand, March 31, 2004:

General Town Funds	19,343.97
Street Tax Funds	9,777.31
Fire protection Funds	2,191.27
Gas System Revenue Funds	83,767.25
Gas System Operation funds	20,546.49
Gas System Meter Deposits	15,351.15
Water & Sewer Revenue Funds	5,593.78
Water & Sewer Operation Funds	2,295.80
Water System Meter Deposit	4,403.63

There being no further business on motion duly made and seconded.

The meeting was ADJOURNED.

So ordered in a regular meeting the 4th day of May, 2004.

Minutes Read And Approved.



 MAYOR

ATTEST:



 TOWN CLERK

LOCAL GOVERNMENTAL RESOLUTION

(To be completed and attached to SCHEDULE D, "Agreement of Understanding and Compliant.")

WHEREAS, the Town of Walnut Grove herein called the "Applicant" has (Governing Body of Unit of Government) thoroughly considered the problem addressed in the application entitled DUI Enforcement and has reviewed the project described in the application; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE Town of Walnut Grove TOWN (Governing Body of Unit of Government) IN OPEN MEETING ASSEMBLED IN THE ~~XXX~~ Walnut Grove

MISSISSIPPI, THIS 4th DAY OF May, 20 04, AS FOLLOWS:

- 1. That the project above is in the best interest of the Applicant and the general public.
2. That the Grady Sims, Mayor be authorized to file, in behalf of the (Name and Title of Representative) applicant an application in the form prescribed by the Office of Highway Safety for federal funding in the amount of \$ 12,000.00 to be made to the Applicant defraying the (Federal Dollar Request) cost of the project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or inkind contribution of \$ 0 as required by the project. (Local Match Amount)
4. That the Project Director designated in the application form shall furnish or make arrangements for appropriate persons to furnish such information data, documents and reports pertaining to the project, if approved, as may be required by the Office of Highway Safety.
5. That certified copies of this resolution be included as part of the application referenced above.
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING. By: [Signature] (CHAIRMAN/MAYOR)

SIGN I

~~Alderman~~ David Dumas offered the foregoing resolution and ~~Commissioner/Councilman~~ Alderman Billy Croft moved its adoption, which was seconded by ~~Commissioner/Councilman~~ Billy Croft and, was duly adopted.

Date: 5/4/04
Attest: [Signature]
By: Ada Chamblee

SEAL

CUSTOM PAVING, INC.

2686 LAKE NORRIS ROAD
LAKE, MS. 39092

Phone (601) 536-2171
Fax (601) 536-2050


May 04, 2004

Town Of Walnut Grove
Walnut Grove, Ms.

Dear Sirs:

Custom Paving will prepare areas that are to be paved for asphalt, and place 1 1/2" asphalt on streets and 2" on parking lot at the rate pf \$53.00 per ton..

Sincerely,



Byron Hollingsworth

W. E. BLAIN & SONS, INC.

Post Office Box 1208
Mount Olive, Ms 39119
Telephone (601) 797-4551
Fax (601) 797-4777

TO: Mayor & Board of Alderman

DATE: May 4, 2004

Town of Walnut Grove

PROJECT: 1.5" Asphalt overlay of 7 streets

Post Office Box 236

Walnut Grove, MS 39189

THIS QUOTATION IS SUBJECT TO
CONDITIONS NOTED ON BACK PAGE

Description	Square Yards	Tons of Asphalt	Price Per Ton	Extended Amount
Hot Mix Asphalt Surface Course SC-1	8,439	700	\$55.00	\$38,500.00

Price Includes:

- 1. One (1) mobilization, additional mobilizations \$1000 each

Price Does Not Include:

- 1. Engineering or lab testing fees
- 2. Repair of any subgrade failures
- 3. Striping
- 4. Granular material to raise shoulders
- 5. Traffic control signs or barricades
- 6. Riser rings for manholes, water valves, & inlets

Quotation good for thirty (30) days.

We hereby accept the above mentioned quote and agree to its terms and conditions on this the

_____ day of _____, 2004.

TOWN OF WALNUT GROVE

W. E. BLAIN & SONS, INC.

BY: _____

BY: Cole Voo

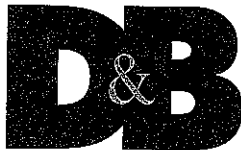
TITLE: _____

TITLE: Estimator

TERMS AND CONDITIONS

- (1) **TERMS:** All quotations and agreements are contingent upon strikes, accidents, fire, floods, availability of materials and trucks and other cause unavoidable and beyond our control. Terms are net due by 10th of month following purchase unless otherwise stated on the face of this quotation. A service charge will be assessed on all purchases not paid within 30 days from the date of the statement. The service charge will be an amount determined by applying a periodic rate of 1.5% per month (ANNUAL PERCENTAGE RATE OF 18%) to the past due amount or the maximum amount permitted by applicable law, if less. This service charge will automatically be applied on the 31st day from the date of the statement and a like amount will be added each 31 days thereafter until paid in full. In the event any sum due seller shall not be paid as and when due, Purchaser agrees to pay in addition to the amount due all costs of collection, including a reasonable attorney's fee, cost of court, and waives any exemption allowed Purchaser by operation of law. This quotation is for your information and is subject to approval of buyers credit and acceptance by W. E. Blain and Sons, Inc. It is agreed that W. E. Blain and Sons, Inc. will have right to tear up and remove all completed work, including asphalt pavement and delivered materials, if not paid according to terms of this quotation.
- (2) **DELIVERED PRICE:** Delivered price shall be the quoted price of material F.O.B. Seller's plant or pit, plus the amount it actually costs seller to contract the haul to Purchaser's destination on the date of delivery. All applicable taxes are to be added to the price quoted herein. Purchaser must guarantee accessibility to dumping site to trucks under their own power at the legal load limit for highways traveled on. The quoted haul price states only what the haul price is on the date of quotation.
- (3) **CREDIT:** This quotation is for Purchaser's information and is subject to approval of Purchaser's credit and acceptance by Seller.
- (4) **DELAYS:** Delivery of the goods shall be made F.O.B. Seller's plant or pit. All delivery dates set forth herein are good faith estimates. Seller will deliver or ship with reasonable promptness, but will not be responsible for losses and damage occasioned by failure to deliver or late delivery due to causes beyond Seller's reasonable control, including but not limited to acts of God; acts of the Purchaser; acts of civil or military authority; fires; strikes; floods; labor disputes; sabotage; equipment breakdowns and/or failures; epidemics; quarantine restrictions; war; riots; insurrection; unavailability of trucks; differences with workmen; priorities; freight embargoes; wrecks or delays in transportation; unusually severe weather; inability to obtain necessary labor, materials, equipment or parts; default of the carrier or consignee; or modification of the description or specifications of the goods.
- (5) **LIMITATION OF SELLER'S LIABILITY:** Seller's liability hereunder shall be limited to replacement of the goods sold hereunder and IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING FROM ANY SOURCE such as, but not limited to the quality, delivery (including late delivery) or transportation of any good sold to Purchaser, whether such damages are caused by Seller's negligence or otherwise. Without limiting the generality of the foregoing sentence, Seller shall not be liable for: transportation costs; the cost of capital; loss of use of the goods or any part thereof or any other property owned by Purchaser; loss of profits or revenue; the cost of substitute goods, services or repairs; claims or costs of Purchaser's customers; injury to persons or death; or damages to any property. In the event that any limited warranty or disclaimer of liability is found to be unlawful or inapplicable, or to have failed of its essential purpose, Seller's liability in any event shall not exceed the amount paid by Purchaser for the goods (exclusive of transportation costs) on which such liability is based.
- (6) **WARRANTY:** Seller warrants that the goods to be supplied hereunder will conform to their description and the specifications quoted. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, THAT EXTEND BEYOND THE WARRANTY SET FORTH ABOVE. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SUCH WARRANTIES ARE EXPRESSLY EXCLUDED WITH RESPECT TO THE GOODS AND NO WARRANTY SHALL BE IMPLIED BY LAW. Contractor makes no warranty as to the finished design of the structure. Contractor will not be held responsible for failures due to heavy equipment or negligence of work performed by other contractors. Contractor will not be held responsible for damages to any unmarked utilities.
- (7) **ACCEPTANCE:** By expression of acceptance or submission of a written confirmation, Purchaser agrees to the terms, conditions, and limitations contained in this offer of sale. ANY ADDITIONAL OR DIFFERENT TERMS, CONDITIONS OR WARRANTIES ARE HEREBY OBJECTED TO BY THE SELLER WITHOUT NEED OF FURTHER NOTICE OF OBJECTION and no change or modification of the terms hereof shall be effective unless specified in writing and signed by Seller.
- (8) **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES:** Representatives of Seller are not authorized to make warranties about the goods described in this offer of sale. Oral statements of representatives of Seller do not constitute warranties, shall not be relied upon by the Purchaser, and are not part of this offer of sale. NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS OFFER OF SALE.
- (9) **TAXES:** Any taxes that are or may be levied by the United States Government or any State or political subdivision thereof, on the materials or on the ingredients in the materials or on the services quoted herein, or on the sale or purchase or use thereof, or on incidental transportation charges, shall be paid by the Purchaser. If Seller is required to collect and/or pay such taxes, Purchaser shall pay the same to Seller at the time of payment for the materials and/or services purchased hereunder.
- (10) Purchaser agrees that payment in full is due in accordance with article (1) above without limitation by any amount or percentage paid to Purchaser for work completed on the construction project. This provision prohibits any reduction in payments by Purchaser in reliance upon the provisions of Chapter 505, Senate Bill No. 2329 and/or House Bill 193, Mississippi Laws 1985 Legislative Session.

DICKERSON



BOWEN

A HIGHWAY CONSTRUCTION COMPANY

Town of Walnut Grove
PO Box 236
Walnut Grove, MS 39189

May 4, 2004

Re: Walnut Grove Street Overlay 2004

Dear Mayor and Board of Aldermen,

Dickerson & Bowen, Inc. would like to submit our bid prices for the street overlay for the Town of Walnut Grove.

SC-1 Type 2 Asphalt

700 Tons @ \$54.50 per ton in place for a total of\$38,150.00.

Please be advised that the above mentioned prices do not include any Subgrade Repairs that may be required.

If Subgrade Repair is required, Dickerson & Bowen, Inc. could perform these repairs as follows, Excavate 6" of Base Failure and replace with 6" of Hot Bituminous Asphalt for the following unit price.

Base Repair

\$100.00 per ton.

Sincerely

Blake Miller

Dickerson & Bowen, Inc.

Certificate of Responsibility #12

State License # 25116