

TOWN OF WALNUT GROVE MINUTES
 OF MAYOR AND BOARD OF ALDERMEN
 HELD ON JUNE 7, 2005

BE IT REMEMBERED and it is hereby certified to that the Mayor and Board of Aldermen met in regular session on Tuesday, June 7, 2005, 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
David Dumas	Aldermen
Jerry Darby	Aldermen
Pamela Gill	Alderwomen
Ada Chamblee	Town Clerk
Brent King	City Manager
Willie Jones	Marshal

The following were absent:

Darla Mayo	Alderwomen (had baby)
Jeff Webb	Attorney (son's ballgame)

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

The following resolution on a recreational grant was adopted on motion made by Aldermen Darby, seconded by Aldermen Dumas and an "AYE" vote by all the Board of Aldermen present.

Three bids were received on surplus property (patrol car):

Chris Jenkins	\$126.51
Durham Auction	\$692.00
Scott Atkins	\$225.00

The highest and best bid was Durham Auction for \$692.00 on motion to accept bid was made by Aldermen Dumas, seconded by Aldermen Croft and unanimously approved by all the Aldermen present.

The following resolution for a DUI Grant was approved by all the Aldermen present on motion made by Alderwomen Gill, and seconded by Aldermen Croft.

The lease application for the Marco buildings owned by the Town of Walnut Grove was approved for a \$1,000.00 per month lease on motion by Aldermen Dumas, seconded by Aldermen Croft, and an "AYE" vote by all the Board of Aldermen present.

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

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

Ada Chamblee	Office Salary	1937.50
MS State Tax Commission	Sale Tax	301.00
A U L	Employees Insurance	393.52
Starmark	Employees Insurance	3799.01
Momar	Chemicals	1367.36
MS Power Company	Power	805.57
A T & T	Phones	113.46
Bellsouth	Phones	334.72
Cingular	Phones	438.39
Teletouch	Phones	98.40
Postmaster	Office Supplies	37.00
Carleton Oil Co.	Gas & Oil	1523.38
Dickerson Petroleum	Maintenance	717.69
C & C Discount	Maintenance	297.38
Malone Tractor & Equip	Maintenance	238.21
Viking Office Products	Office Supplies	250.83
Carthage Auto Parts	Maintenance	96.51
McGivney Hardware	Maintenance	97.48
Motor Parts & Gear	Maintenance	28.49
Thomas Drilling	Maintenance	272.09
Midstate Tire Service	Maintenance	32.00
Cenco	Chemicals	40.00
WAG Corporation	Equipment Purchased	1414.55
MS State Tax Commission	State WH Tax	495.00
U S A Bluebook	Maintenance	217.11
Wal Mart	Maintenance	528.72
American Public Gas Assoc.	Fees & Dues	220.00
Progressive Business	Office Supplies	36.90
Sistrunk's Texaco	Maintenance	452.00
Central MS Communication	Miscellaneous	24.00
Liberty Flag & Speciality	Miscellaneous	1920.81
MS Rural Tank Service	Maintenance	1500.00
Advantage Energy	Gas Purchased	20758.98
Postmaster	Postage	71.84

The following bills were presented and ordered paid from Water and Sewer Operations Funds:

Ada Chamblee	Office Salary	112.50
MS Power Company	Sewer Lift Power	432.79
Central Electric Power	Sewer Lift Power	13.75
MS Power Company	Power	3959.50
MS Development Authority	CAP Loan Payment	3486.74
Bellsouth	Phones	221.49
T V A	Loan Payment	3683.47
U P S	Postage-sewer sample	12.90
Postmaster	Postage	45.00

The following bills were presented and ordered paid from Street Tax Funds:

MS Power Company	Street Lights	0.42
Custom Products Corp.	Street Signs	37.94

The following bills were presented and ordered paid from

General Town Funds:

Mae Graham	Election Expense	70.00
Robert Williams	Election Expense	70.00
Linda Bounds	Election Expense	70.00
James Miller	D U I Grant	36.80
Willie Jones	DUI Grant	58.32
Keith Brown	DUI Grant	43.32
Stan Phillips	DUI Grant	43.32
Starmark	Employees Insurance	1199.48
A U L	Employees Insurance	189.62
Fleet Safety Corp	Patrol Car	90.00
Leake Co. Correctional	Jail Cost	915.00
Interstate Supply Co.	Law Enforcement	60.93
Gall's Inc.	Law Enforcement	36.98
Bill's Glass Service	Patrol Car	176.55
Willie Jones	Travel	243.07
Frontier Ford	Patrol Car	50.00
MS Power Company	Power	627.06
Carthage Small Engine	Lawn Mower Expense	636.25
Rives and Reynolds	Triangle Beautification	30.00
John Deere Landscapes	Triangle Beautification	555.02
Carthage Printing	Office Supplies	48.75
Waste Management	Trash Cost	706.50
Nick Clark Printing	Election Expense	21.13
Barnes Brother Trucking	Street Repairs	391.17
The Carthaginian	Publication	126.11
Bellsouth	Library maintenance	114.44
Central Electric Power	Ballpark	13.59
Leake County Chamber	Fees & Dues	500.00
Ada Chamblee	Travel	42.92
Trustmark	Garbage Truck Note	2035.50
First Continential Leasing	Patrol Car Lease	891.71
Willie Jones	DUI Grant	58.32
Stan Phillips	DUI Grant	43.32
Keith Brown	DUI Grant	43.32
Whatever Works	Fountain for triangle	399.00

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:

Brent King	City Manager	2815.86
Jerry Millsaps	Maintenance	2425.00
Mark Trippe	Maintenance	2400.00
James Earl Johnson	Maintenance	1564.00
Ricky T. Jackson	Summer Help	329.60
Jereny Clark	Summer Help	329.60
Antian Clark	Summer Help	329.60
Chris Enlow	Summer Library Help	370.80
Willie Jones	Marshal	2625.00
Brian Callahan	Deputy	1950.00
Keith Brown	Deputy	1950.00
Stan Phillips	Deputy	1950.00
Jimmy Lewis	Deputy	156.40
Kevin Polk	Deputy	64.40
James Miller	Deputy	552.00

Balance on hand, May 1, 2005:

General Town Funds	16,017.08
Street Tax Funds	10,008.02
Fire Protection Funds	6,434.40
Gas System Revenue Funds	68,387.60
Gas System Operation Funds	17,491.32
Gas System Meter Deposits Funds	19,479.95
Water & Sewer Revenue Funds	2,542.87
Water & Sewer Operations Funds	7,406.57
Water System Meter Deposit	5,289.31

There being no further business, motion made and seconded.
The meeting was ADJOURNED.
So ordered in a regular meeting the 7th day of June, 2005.

MINUTES READ AND APPROVED.



Mayor

Attest:



Town Clerk

**IN RE: LEASE OF MARCO BUILDING TO THE
LEAKE COUNTY ECONOMIC DEVELOPMENT DISTRICT**

The Board of Alderman finds that the industrial property referred to and known as the "Marco" building that is owned by the Town of Walnut Grove has been vacant for some period of time. The Board further finds that, due in part to low ceiling heights, the building is not attractive to most industrial prospects.

The Board further finds in accordance Section 21-17-1(2)(a) that the Marco building and property is no longer needed for municipal or related purposes and is not to be used in the operation of the municipality; that the lease of such property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the Town; and that the use of the property by a light manufacturing tenant will promote and foster the development of the community in which it is located and the economic and industrial welfare thereof.

The Board further finds that in accordance with Section 19-5-99, municipalities may make such donations or conveyances to an Economic Development District as are deemed appropriate.

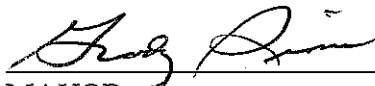
It is further found that it is in the best interest of the Town of Walnut Grove to enter into a lease agreement with the Leake County Economic Development District for the sum of \$1,000 per month and as per the terms and conditions set forth in the following lease agreement.

On motion and second duly made and by the affirmative vote of a majority of the Board,

Alderman W. C. Croft, voting "*Aye*",
Alderman David Dumas, voting "*Aye*",
Alderman Darla Mayo, voting "*Aye*",
Alderman Jerry Darby, voting "*Aye*", and
Alderman Pamela Gill, voting "*Aye*".

it is hereby ordered that the Mayor is authorized and directed to execute the following lease agreement with the Leake County Economic Development District for leasing the "Marco" property.

SO ORDERED by the Board of Alderman of the Town of Walnut Grove, Mississippi in open and regular session this the 7th day of June, 2005.



MAYOR

Attest:



Clerk

LEASE AGREEMENT

THIS LEASE, made and entered into this the ____ day of June, 2005, by and between the **Town of Walnut Grove**, hereinafter sometimes referred to as "Lessor" and **Leake County Economic Development District**, hereinafter sometimes referred to as "Lessee".

In consideration of the rental hereinafter specified, and in further consideration of the performance by Lessee of all of the terms and provisions of this Lease, Lessor does hereby lease and let unto Lessee, and Lessee does hereby rent from Lessor the real property and improvements ("Leased Premises") described as follows.

Lots 1, 2, 5, 6, 7, 8, 9, 10 and 11, Block E Chadwick Addition to the Town of Walnut Grove, Leake County, Mississippi, as shown by plat of said addition on file in the Office of the Chancery Clerk of Leake County, Mississippi.

The Leased Premises shall be held on the following terms and conditions, and the undersigned parties agree as follows:

1. TERM. The term of this Lease shall be ninety-six (96) months commencing on July 15, 2005, and ending at midnight on July 15, 2013. Lessee shall have the right to terminate this lease at any time upon sixty (60) days notice. In the event, this lease agreement is held voidable by virtue of impermissibly binding any succeeding governmental board or agency, it shall be terminated with no liability to either party. Further, in the event that any sublessee of the property shall vacate or otherwise fail to comply with any applicable lease terms, the lease shall terminate with no liability to either party

2. RENT. As rental for the Leased Premises, Lessee agrees to pay Lessor the sum of \$1,000 per month due by the 15th day of each month. It is understood that this rent shall only be required to be paid in the event Lessee shall receive from a sublessee an amount of monthly rent equal to or greater than the amount stated herein.

3. OCCUPANCY AND USE. Lessee shall use the Leased Premises to sublease to any suitable tenant for manufacturing, industrial or distribution uses. Lessee

shall have the right to generally renovate the Leased Premises as may be deemed beneficial for the use of the facility as a manufacturing facility. Lessee may purchase and install any professional and trade equipment it deems necessary for the proper conduct of its business.

Lessee shall retain title to all such professional and trade equipment purchased, installed and owned by it, and shall have the right to remove same at the conclusion of this Lease.

Any fixtures, other than professional equipment, which are attached to the Leased Premises shall, upon termination of this Lease, become the property of the Lessor. Lessee shall neither commit, nor permit the commission of, waste upon or against the Leased Premises, and any damage to the Leased Premises, including all fixtures, which are the property of Lessor, or any area common thereto, caused by the acts or omissions of the Lessee, its employees, agents, patients or invitees, shall be charged to Lessee.

No additions to or substantial alteration of the Leased Premises shall be made by Lessee without the written consent of Lessor. With respect to any addition to or substantial alteration of the Leased Premises undertaken by the Lessee, the Lessee shall give the Lessor written notice of its intent to construct such project, describing in reasonable detail the nature of the project, a preliminary budget for the project, the anticipated timing of each stage of the project, the anticipated completion date of the project and such other matters relating to the project as the Lessor may deem relevant. No work shall be undertaken until the Lessee shall have procured and paid for all required municipal and other governmental permits and authorizations and approval of plans and specifications of the various municipal departments and governmental subdivisions having or asserting jurisdiction.

4. REPAIR AND MAINTENANCE. Lessee shall not be responsible for any repairs and maintenance to the leased premises. Any obligations incurred on behalf of this Lessee to a Sublessee of the property for repairs and maintenance shall be performed by Lessor, including all reasonably necessary repairs and replacements to the Leased Premises, whether interior or exterior, with the exception of structural repairs, plumbing, heating and air conditioning, major electrical or any other major deficiencies.

5. UTILITIES. Lessee shall not be responsible for any utility services.

6. RIGHT OF ENTRY FOR INSPECTION AND REPAIRS. Lessor shall have the right to enter upon the Leased Premises for the purpose of inspection, to make improvements to the Leased Premises or to perform repairs on the Leased Premises as Lessor may deem necessary or advisable. At any time within the six (6) month period immediately preceding the expiration of this Lease, Lessor may show the Leased Premises to other prospective Lessees.

The consent of Lessee shall be obtained prior to commencement of major repairs, improvements or alterations to the Leased Premises by Lessor and such work shall be done at such time or times as will not interfere with the operations of Lessee. The exercise of any right reserved hereunder by Lessor shall not operate as a constructive eviction or disturbance of Lessee's use and possession of the Leased Premises or the Leased Equipment and shall not render Lessor liable to lessee or any other person.

7. SIGNS. Lessee, at its expense, may erect such signs, posters or other information and advertising on or about the Leased Premises as it deems necessary for the operation of its businesses thereon.

8. TAXES AND ASSESSMENTS. Lessee shall not be responsible for any taxes on the property.

9. INSURANCE. Lessor shall maintain comprehensive casualty insurance on the property and Lessee shall not be responsible for any insurance for the property.

13. DAMAGE TO LEASED PREMISES. In the event that the Leased Premises are substantially damaged by fire or other casualty so as to be unsuitable for occupancy or unfit for their intended use, and so as to prevent repair or restoration within a reasonable period of time, Lessee shall have the right, within sixty (60) days after the occurrence of such casualty, to terminate this Lease by written notice to Lessor.

14. EVENTS OF DEFAULT. Lessee agrees that any of the following events or occurrences shall constitute an event of default under this Lease: (a) failure of Lessee to pay any installment of rent when due; (b) failure of Lessee to perform any covenant, condition or obligation contained herein; (c) abandonment or vacation of the Leased Premises by Lessee; or (d) failure by Lessee to operate a medical facility at the Leased Premises as set forth herein.

15. LESSOR'S RIGHTS AND REMEDIES. Upon any default, Lessor may terminate this lease and there shall be no further liability from or against Lessee

16. LESSOR'S DEFAULT. Upon the Lessor's failure to observe any of its covenants or agreements under this lease, Lessee may, after thirty (30) days written notice to Lessor, declare this Lease terminated, and be relieved from the payment of rent and any other obligations under this Lease and thereafter leave and surrender the Leased Premises to Lessor. However, if any default of Lessor is remedied within thirty (30) days after notice from Lessee, this lease shall continue in full force and effect.

17. SURRENDER OF POSSESSION. At the end of the lease term, or upon the earlier termination of this lease, Lessee shall surrender the Leased Premises to Lessor.

18. HOLDING OVER. Lessee shall not hold over beyond the end of the lease term and no act of Lessor, including the acceptance of rent, shall have the effect of creating in Lessee any interest in the Leased Premises other than that of a tenant from month to month. The provisions of this lease shall govern the relations of Lessor and Lessee during any period in which Lessee is holding over.

19. NOTICES. All notices to be given hereunder by either party shall be in writing and for purposes of this Lease shall be deemed given when personally delivered to Lessor or Lessee or their respective authorized agents or when sent by certified or registered mail to the proper addresses of Lessee and Lessor.

20. COMPLIANCE WITH LAWS. During the term of this Agreement, the Lessee shall comply in all material respects with all laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, notices, rules, regulations, restrictions and requirements of the United States of America, the State of Mississippi, the County of Leake, the City of Carthage or any political subdivision thereof or any agency, department, bureau, board, commission or instrumentality of any of the foregoing having jurisdiction of the Lessee or the Leased Premises.

21. COVENANT AGAINST LIENS. During the term of this agreement, the Lessee shall keep the Leased Premises free from the liens of mechanics, laborers, contractors, subcontractors and materialmen by reason of work, labor, services or

materials supplied or claimed to have been supplied to the Leased Premises for or on behalf of the Lessee. The Lessee shall deliver a copy of any recorded lien to the Lessor and, within 30 days after the Lessee receives notice of such recordation, shall cause such lien to be discharged of record by payment, bonding or other manner reasonably satisfactory to the Lessor. Upon written request by the Lessor, the Lessee shall deliver to the Lessor evidence of such discharge reasonably satisfactory to the Lessor.

23. PARTIAL INVALIDITY. If any provisions of this lease or the application hereof to any person or circumstances shall to any extent be held void, unenforceable or invalid, then the remainder of this lease or the application of such provisions to persons or circumstances other than those as to which it is held void, unenforceable or invalid shall not be affected thereby, and each provision of this lease shall be valid and enforced to the fullest extent permitted by law.

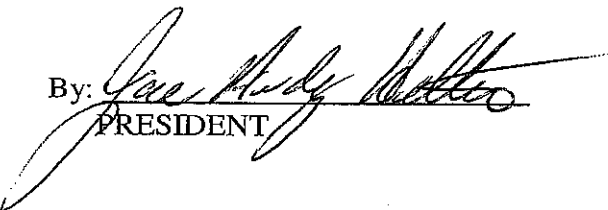
24. RELATIONSHIP OF THE PARTIES. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto, other than the relationship of Lessor and Lessee.

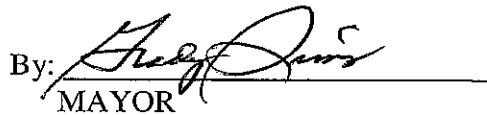
25. SUBLETTING. The Lessee shall not be prohibited from subletting the premises.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed on the day and in the year first above written.

LEAKE COUNTY ECONOMIC
DEVELOPMENT DISTRICT, Lessee

TOWN OF WALNUT GROVE,
Lessee

By: 
PRESIDENT

By: 
MAYOR

ATTEST:

ATTEST:

CLERK


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 thoroughly considered the problem addressed in the application entitled DUI GRANT APPLICATION 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 BOARD OF ALDERMEN TOWN WALNUT GROVE IN OPEN MEETING ASSEMBLED IN THE CITY OF WALNUT GROVE

MISSISSIPPI, THIS DAY OF JUNE, 20 05, AS FOLLOWS:

- 1. That the project above is in the best interest of the Applicant and the general public.
2. That the POLICE CHIEF WILLIE JONES be authorized to file, in behalf of the applicant an application in the form prescribed by the Office of Highway Safety for federal funding in the amount of \$ to be made to the Applicant defraying the cost of the project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or inkind contribution of \$ as required by the project.
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] ALDERMAN/MAYOR

ALDERMAN [Signature] offered the foregoing resolution and

moved its adoption, which was seconded by [Signature] and, was duly adopted.

Date: 6-7-05
Attest: Ada Chamberlaine
By: [Signature]

SEAL

RESOLUTION OF ASSURANCES

RESOLUTION

WHEREAS, the Town of Walnut Grove, Mississippi seeks to improve the recreation facilities and wishes to seek grant funding assistance; and

WHEREAS, in order to obtain the funds necessary to develop and/or improve the site for such a recreation area, it is necessary to obtain a 50/50 Matching Grant from the Mississippi Department of Wildlife, Fisheries and Parks, Outdoor Recreation Grants Program; and

WHEREAS, the plans for such recreation areas have been prepared and a cost estimate therefore has been established; and

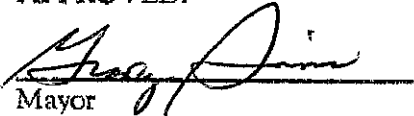
WHEREAS, this governing body understands the grantee and grantor will enter into a binding agreement which obligates both parties to policies and procedures contained in the *Land and Water Conservation Fund Grants Manual* including, but not limited to the following: *Project Approval*. A Limitation of Use statement indicating the park area defined by the project boundary map, submitted in the application, must remain in outdoor recreation use in perpetuity, regardless if the property is bought or developed with matching grant funds and; the project area must remain open and available for use by the public at all reasonable times of the day and year; sponsor *shall not* enclose any structure constructed with LWCF monies, during or after the project period, even if done at the sponsor's expense; facilities can be reserved for special events, league play, etc., but cannot be reserved, leased, or assigned for exclusive use, and; the project area must be kept clean, maintained, and operated according to proper safety standards and; all present and future overhead utility lines within the project boundary must be routed away or placed underground

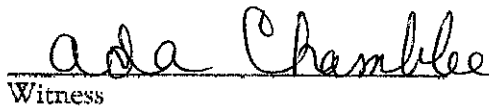
The Mayor is well aware and apprised of the above mentioned project, and assures there is funding available for the 50% match portion of the development cost of the entire project, and that the project will commence immediately upon approval by National Park Service.

NOW, THEREFORE, BE IT RESOLVED by the Town of Walnut Grove, Mississippi, that the Mayor is hereby authorized to make application to the Mississippi Department of Wildlife, Fisheries and Parks for assistance to develop recreational facilities for the Town; therefore such application shall be submitted as expediently as possible.

Pass this 7 day of June, 2005.

APPROVED:


Mayor


Witness

Time: _____

of pages (including cover sheet): 3

TO: Mr./Ms. Ada Chamber

FROM: Mr./Ms. Lynne

Of: Walnut Grove

Of: ECFD

FAX #: 601-253-2385

Address: _____

COPY TO: _____

FAX #: 601-683-7873

SPECIAL INSTRUCTIONS:

- Confidential
- Urgent
- Please reply
- For your information

MESSAGE: Per an conversation

If not received correctly, please call: 601-683-8007

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WALNUT GROVE POLICE DEPARTMENT

Post Office Box 236 - 139 Main Street
Walnut Grove, Mississippi 39189-0236
Phone: 601-253-2321 Fax: 601-253-2385
Chief Willie R. Jones



Tuesday, June 07, 2005

To: Mayor and Board

From: _____
Willie R. Jones
Police Chief

Date: June 7, 2005
Re: Monthly Report

Overall Activity

During the month of May, 2005 officers with the Walnut Grove Police Department responded to twenty three (23) calls for service. Officers issued seven (7) uniform tickets.

Crime Categories/ Stats

In response to calls for service, the officers filed eight (8) incident reports. A brake down of the incidents reported include the following:

Accident-1
Infomation-1
Noise Ordance-1
Juvnile-1
Malicious Mischief-1
Disturbance-1
Thief Of Medication-1
Burglary-1

Arrests and Charges

In response to incidents reported, officers made one (1) arrests during the month, a brake down of charges include the following.

Noise Violation-1

Hours Worked

During the month of MAY, 2005 officers worked a total of six hundred twelve (612) hours of regular time. Officers worked 16 hours of extra work, extra was for the mobilization safety belt week and 24 hours of part time work.

Extra hours worked events and manpower

Date	Officers	Hours	Events
5/27/2005	3	12	mobilization safety belt
5/28/2005	1	04	mobilization safety belt
5/30/2005	1	12	Shift Coverage
5/31/2005	1	12	Shift Coverage

Investigations

The department handled three(3) investigation, out of the three cases investigated one (1) arrest was made
The two remaining incidents are still under investigation.

Chief Jones travel to Biloxi the week of May 30th thru June 3rd 2005 for the 05 summer education conference