

TOWN OF WALNUT GROVE
OFFICIAL MINUTES
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
Tuesday, November 3, 2015

BE IT REMEMBERED that the Mayor and Board of Aldermen of the Town of Walnut Grove met in Regular Session on Tuesday, November 3, 2015, at 6:00 p.m. in the Courtroom of Town Hall, located at 139 Main St. Walnut Grove, Mississippi, with Mayor Brian Gomillion presiding.

Officials recorded as present were **Mayor Brian Gomillion, Alderman Jerry Darby, Alderman Chip Jones, Alderman Mike Johnson, Alderwoman Cindy Jones and Alderwoman Teresa Darby.** Staff recorded as present was **Jeff Webb, Jason Gilbert, Kevin Polk, Michelle Anderson, and Skyla Withers.**

General Public recorded as present: **Joyce Gillespie.**

The meeting was called to order by **Mayor Brian Gomillion.**

The invocation was given by **Mayor Brian Gomillion.**

AGENDA _____

- | | |
|---|----------------------|
| 1 Call to Order | Mayor |
| 2 Invocation | |
| 3 Approval of the Agenda | Mayor |
| 4 Approval of Consent Agenda | |
| Approval of the Minutes of the October Regular Meeting | |
| Approval of Department Reports | |
| Approval of Travel Request: MML Mid-Winter Meeting-Jackson Mayor & Board | |
| Approval to Purchase: Mobile Leaf Vacuum (state contract) \$5,680 | |
| Approval to Purchase: Bucket for John Deere Tractor (state contract) \$4933 | |
| Approval to Purchase: Remote Operation Equipment, Software Sirens \$ 4892 | |
| Approval to Transfer: \$ 22,000 from Gas Revenue to G/T Checking | |
| Approval of the November Docket of Claims | |
| 5 Natural Gas Expansion Update | Jason Gilbert |
| 6 Approval to Request for Proposals for Garbage Collection | Mayor |
| 7 Public Comment
(limited to 3 mins - request made in advance to clerk) | |
| 8 Announcements | |
| 9 Adjournment | |

On a motion made by Alderwoman Cindy Jones, duly seconded by Alderwoman Teresa Darby, the Agenda was approved with the following vote;

YEA: Alderwoman Cindy Jones, Alderwoman Teresa Darby, Alderman Mike Johnson, Alderman Jerry Darby, Alderman Chip Jones

NAY: None.

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

CONSENT AGENDA

- Approval of the Minutes of the October Regular Meeting
- Approval of Department Reports
- Approval of Travel Request: MML Mid-Winter Meeting-Jackson Mayor & Board
- Approval to Purchase: Mobile Leaf Vacuum (state contract) \$5,680
- Approval to Purchase: Bucket for John Deere Tractor (state contract) \$4933
- Approval to Purchase: Remote Operation Equipment, Software Sirens \$ 4892
- Approval to Transfer: \$ 15,000 from Gas Revenue to G/T Checking
- Approval of the November Docket of Claims

On motion made by Alderwoman Cindy Jones, duly seconded by Alderwoman Teresa Darby, the Consent Agenda was approved with the following vote;

YEA: Alderman Chip Jones, Alderman Jerry Darby, Alderman Mike Johnson, Alderwoman Teresa Darby, Alderwoman Cindy Jones

NAY: None.

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

NATURAL GAS EXPANSION UPDATE

Public Works Director Jason Gilbert spoke briefly to the Board about the progress that has already been made in the expansion and what to expect in the near future all the way to the completion of the project. No action was taken at this time.

APPROVAL TO REQUEST FOR PROPOSALS FOR GARBAGE COLLECTION

Leake County has notified the Town of Walnut Grove it has contracted for garbage collection with WastePro of Mississippi. Mayor Gomillion requested the Town of Walnut Grove request proposal for Town Garbage Collection to possibly get a cheaper rate than the \$15 per cart rate to be charged by Leake County for contract pickup.

On a motion made by Alderman Chip Jones, duly seconded by Alderman Jerry Darby, proposals would be requested by December 8 for opening at 6:00 PM.

YEA: Alderwoman Cindy Jones, Alderwoman Teresa Darby, Alderman Mike Johnson, Alderman Jerry Darby, Alderman Chip Jones

NAY: None.

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

PUBLIC COMMENT

No requests were made.

ANNOUNCEMENTS

None.

ADJOURNMENT _____

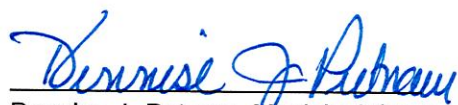
On a motion made by Alderman Chip Jones, duly seconded by Alderman Jerry Darby, the meeting was adjourned at 6:20 pm with the following vote;

YEA: Alderwoman Cindy Jones, Alderwoman Teresa Darby, Alderman Mike Johnson, Alderman Jerry Darby, Alderman Chip Jones

NAY: None.

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

ATTEST:


Dennise J. Putnam, Municipal Clerk


Brian Gomillion, Mayor

(seal)

ATTACHMENT

TOWN OF WALNUT GROVE

AGENDA

Regular Meeting of the Board of Aldermen

Tuesday, November 3, 2015 6:00 PM

- 1 Call to Order Mayor
- 2 Invocation
- 3 Approval of the Agenda Mayor
- 4 Approval of Consent Agenda
 - Approval of the Minutes of the October Regular Meeting
 - Approval of Department Reports
 - Approval of Travel Request: MML Mid-Winter Meeting-Jackson Mayor & Board
 - Approval to Purchase: Mobile Leaf Vacuum (state contract) \$5,680
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(limited to 3 mins - request made in advance to clerk)
- 8 Announcements
- 9 Adjournment

MONTHLY DEPARTMENT REPORTS

Municipal Clerk

Balances as of October 30, 2015:

General Fund	24,389.24
Street Tax	41,659.22
Fire Protection	50,927.98
Water Revenue	33,855.84
Water Meter Deposit	11,481.05
Gas Revenue	144,144.11
Gas Meter Deposit	\$44,176.25
Police Department	945.00
General Town M/M	29,033.91
Special Fund M/M	10,365.16
Fire Protection M/M	74,538.05
Recreation Fund M/M	57,937.61
Water M/M	34,084.38
Gas M/M	105,773.29
TOTAL	\$663,311.09

Received by October 30, 2015:

Water Deposits (\$50)	Gas Deposits (\$250)	Privilege License	Building Permits
Britt Barnes TB Enterprises (100) Patty Ingram	Kenneth D Robinson Patty Ingram	Lessie's Flowers Payton Enterprise DH Timeless Gifts & Bridal	Tricia Evans Ealy Britt Barnes Lockwood Apt WG Elderly Apt Dewane Whitten

FIRE REPORT (OCTOBER 1 - 31)

- 2 - Structure Fires
- 2 - Motor Vehicle Accidents
- 8 - Other Fires & Medical Assistance

COURT REPORT

- 57 - Cases presented to Judge Ken Adcock on 09/09/2015
- \$6,972.75 - Amount collected in fines
- \$270.50 - AMS Collected Amount

POLICE REPORT

OFFICER	CITATIONS ISSUED	MILES PATROLLED	# OF REPORTS	ARRESTS
POLK	0	1422	3	2
LEWIS	0	1772	1	1
CHIPLEY	1	1033	1	0
Cash				
W. Lewis				
N. Lewis				
T. Odom				
D. Cooks				
R.J. Bell				
H. Wolf	32		2	1

MAYOR'S SALES TAX REPORT

- September 2015 \$ 5703.12 2014 \$ 5085.78 UP 12.0%
- YTD (Jul-Aug-Sep) 2015 \$ 17589.30 2014 \$ 16185.12 UP 8.7%

INFORMATION TO PROPOSERS

**TOWN OF WALNUT GROVE, MISSISSIPPI
SOLID WASTE COLLECTION AND DISPOSAL**

1. RECEIPT AND OPENING OF PROPOSALS

The Town of Walnut Grove, MS (the Town) will receive sealed proposals for the curbside collection and disposal of solid waste generated by single family residences located within the incorporated area of the Town until 5:00 p.m. on the 1st day of December, 2015, at which time all properly submitted proposals will be opened and publicly read aloud. Proposals must be in a sealed envelope and addressed as follows: Town of Walnut Grove, P. O. Box 69, Walnut Grove, Mississippi 39189. Envelopes containing proposals must be sealed and include the legal name and address of the proposer as well as the words "Proposal for Solid Waste Collection and Disposal".

2. PREPARATION OF THE PROPOSAL

All proposals must be made on the forms provided and must be either typewritten or hand-written in ink. Hand-written changes should include marking a straight line through the original entry and should be initialed by the person signing the proposal form. If a proponent chooses to no bid a particular line item, the following entry is to be made by that line item-"N/B".

Proposals may be withdrawn prior to the specified due date and time.

Any proposal received after the specified due date and time shall not be considered and shall be returned, unopened, to the proponent.

3. SCOPE OF WORK

The work in the proposal shall consist of the once weekly collection and disposal of garbage in residential carts provided by the Town and generated by residents/small businesses within the incorporated area of the Town. Contractor shall furnish all labor, vehicles and other essentials necessary to fully complete said work in accordance with the proposal documents. The work described in the proposal documents does not include the collection and disposal of any increased volume resulting from a flood, hurricane, tornado or other act of God. In the event of such an occurrence the contractor and the Town will negotiate any additional services and payments required to handle the increased volume. If the Town and contractor reach an agreement, the Town may grant variances in routes and schedules as deemed necessary to perform the work.

The contractor will collect, from time to time, items placed beside the carts (items not specifically excluded elsewhere herein). However, habitual placement of additional items will result in discontinuance of collection at the identified location/address unless additional cart(s) are requested by the resident/small business generator. In most cases, no more than four (4) carts will be serviced at one address.

4. CONDITIONS

Each proponent shall fully acquaint itself with the conditions relating to the scope and restrictions attending the execution of the duties described under the "Scope of Work" section (paragraph 3). Proponents are expected to visit the site of the work prior to submission of a proposal to familiarize themselves with the physical conditions present; failure to do so does not relieve any proponent from being required to perform all work described in the proposal documents.

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All applicable State laws, Town ordinances and rules and regulations of all organizations/authorities having jurisdiction over the work to be performed shall apply to the contract executed with contractor and shall be deemed to be included in the contract as if written in full. Proponents are expected to familiarize themselves with all such items prior to submission of their respective proposal.

5. EXPLANATIONS AND ADDENDA

Explanations desired by a proponent shall be requested of the Town in writing and responses shall be provided in the form of an addendum, a copy of which shall be mailed to each known proponent. Each requested explanation shall be addressed to the Mayor's Office at the address listed in paragraph 1. Any oral explanation or interpretation pertaining to the proposal is invalid. All addenda shall become a part of the proposal documents. Any desired explanation must be received in the Mayor's office no later than ten working days prior to the scheduled date and time of the opening of proposals. Addenda will be sent to known proponents a minimum of five working days prior to the scheduled date and time of the opening of proposals.

6. NAME, ADDRESS AND LEGAL STATUS OF PROPONENT

The proposal must be signed in ink and the legal name and address of the proponent must be entered as well as the legal status of same. A partnership shall provide the names of all partners and a corporation shall execute the proposal by a duly authorized representative. If the proponent is a joint venture consisting of a combination of entities each entity shall execute the proposal.

7. COMPETENCY OF PROPONENT

The opening and reading of any proposal shall not be construed as an acceptance of the proponent as a qualified and responsible proponent. The Town reserves the right to determine the competence of any proponent from its knowledge of the proponent's qualifications or from other sources.

The following information is required by the Town from each proponent and must be submitted with the proposal:

- a. An itemized list of equipment to be used in the performance of the contract
- b. Evidence the proponent is in good standing under the laws of the State of Mississippi
- c. Evidence that the proponent has a minimum of five years experience collecting solid waste
- d. A list of five references for contracts involving a number of customers equal to or greater than the number of customers in the Town

8. QUANTITIES

The Town estimates the number of units to be initially serviced under the contract is 225 Contractor shall accept that number as accurate for the first year of the contract and shall bill for that number on each monthly invoice. A house count may be performed prior to each contract anniversary date to determine the number of units to be billed for years after the first year of service.

9. METHOD OF AWARD

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The Town reserves the right to reject any or all proposals and to waive defects or irregularities in any proposal. It is the intent of the Town to make a decision within thirty (30) days following the date proposals are opened and publicly read aloud.

10. DISPOSAL SITE

Contractor shall haul solid waste to a sanitary landfill approved by the MS Department of Environmental Quality.

11. TYPE OF COLLECTION

Contractor shall perform curbside collection service of garbage to each residential unit and small business generator one time per week within the corporate limits of the Town via a 95 gallon cart provided by the Town and all carts shall be placed within five (5) feet of the traveled portion of the road no later than 7:00 A.M. on the designated collection day. No private streets, roads, driveways etc. will be traveled upon by the contractor.

12. OPERATION

Collection shall not commence prior to 7:00 A.M. unless the Town and contractor mutually determine a need to begin earlier.

Collection shall end no later than 7:00 P.M. unless the Town and contractor mutually determine a need to extend that ending time.

Collection routes shall be established by the contractor and submitted to the Town for approval prior to commencement of service. Maps reflecting routes will be submitted to the Town and approval shall not be unreasonably withheld. Requests for route changes may be made from time to time as necessary and approval of such necessary changes will not be unreasonably withheld by the Town. Any such changes must be shared with the residents to be impacted by the changes.

All solid waste handled by the contractor shall be contained/enclosed in a manner that prevents leaking, spilling or blowing.

13. HOLIDAYS

The following may be taken as holidays:

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

Each residence shall be collected at least once per week, regardless of whether or not the listed holidays are observed; contractor shall collect additional solid waste placed for collection by residents on all holidays at no additional charge to the Town.

14. COMPLAINTS

The contractor shall provide a local or toll-free telephone number for customer use in reporting any collection issues directly to the contractor's office. All complaints shall be given

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prompt and courteous attention. In the case of alleged missed pickups the contractor shall investigate and arrange for collection within twenty-four (24) hours after receipt of the complaint.

15. COLLECTION EQUIPMENT

An adequate number of collection vehicles shall be provided by the contractor to insure timely and efficient removal of solid waste in the Town. Each vehicle shall be kept in good repair and appearance at all times and in a sanitary condition. Each vehicle shall have the name and telephone number of the contractor, clearly visible, on both sides.

16. OFFICE

The contractor shall maintain an office through which it can be contacted during normal business hours. Office shall be equipped with a telephone and shall have a responsible person in charge from 8:00 A.M. until 5:00 P.M. on scheduled collection days.

17. NOTIFICATION

The Town shall notify all residents about complaint procedures, rates, regulations and days of service.

18. POINT OF CONTACT

All contacts between the Town and the contractor shall be directed to the Mayor for the Town or the Public Works Director and to the "Division Manager" for the contractor.

19. CARTS

The 95 gallon carts will be provided by the Town and one cart will be delivered to each customer.

20. EFFECTIVE DATE

The targeted effective date of service is no later than February 1, 2015, and no work may begin until a contract is signed by both parties.

21. TERM

The initial contract term shall be for two years and may be extended for one year increments thereafter upon mutual agreement of Town and Contractor for up to six (6) years.

22. NONDISCRIMINATION

The contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

23. INDEMNITY

The contractor will indemnify and save harmless the Town, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent resulting from a willful or negligent act or omission of the contractor, its officers, agents, servants and employees in the performance of the contract; provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and

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attorney's fees arising out of the awarding of the contract for a willful or negligent act or omission of the Town, its officers, agents, servants and employees.

24. LICENSES AND TAXES

The contractor shall obtain all licenses and permits other than those granted by the contract and promptly pay all legally required taxes.

25. INSURANCE

The contractor shall at all times during the contract maintain the following insurance coverage in full force and effect:

Workmen's Compensation	Statutory Limit
General Liability	\$ 1,000,000 each occurrence
Personal Injury	\$ 1,000,000 \$ 2,000,000 aggregate
Automobile Liability	\$ 1,000,000 combined single limit
Excess/Umbrella Liability	\$ 10,000,000 each occurrence

The Town shall be listed on all policies as additional insured and all certificates of insurance shall include the following wording: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named, but failure to do so shall impose no obligation or liability of any kind upon the insurer its agents or representatives."

The insurance coverage may be provided by the contractor's parent corporation.

26. BASIS AND METHOD OF PAYMENT

Rates for collection services described in the proposal documents shall not exceed the rates as set by the contract and as adjusted in accordance to paragraph 29. Any charges for special collection necessitated by an Act of God or request by the Town are to be negotiated between the contractor and the Town.

27. MODIFICATION TO RATES

The fees to be charged by the contractor for the second and subsequent years of the contract shall be adjusted to reflect changes in the cost of operations, as reflected by increases in the Consumer Price Index for Urban Wage Earners and Clerical Workers (all items) as published by the U. S. Department of Labor, Bureau of Labor Statistics-All for the Southeastern Region.

The percentage change of any rate modification shall be based upon the twelve months immediately preceding the date a change calculation is performed. Contractor may ask the Town for additional rate adjustments necessitated by revised laws, ordinances, regulations, changes in disposal rates or disposal sites, higher diesel fuel costs, increases in the number of units collected and other legitimate reasons. Such requests shall be in writing and shall be specific in nature and fully documented.

30. TOWN TO ACT AS COLLECTOR

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The Town shall collect fees from all units to be serviced in the contract, including delinquent accounts. The contractor shall have no responsibility for any collection.

The Town shall indemnify and hold the contractor harmless from any claims, suits, damages, liabilities or expenses resulting from discontinuance of service to any location as directed by the Town.

31. CONTRACTOR BILLING TO TOWN

The contractor shall bill the Town for collection and disposal following the end of the month of service and shall be entitled to payment for said services regardless of whether or not the Town collects for the services from the residents in the Town. Contractor is to be paid by Town no later than thirty (30) days after submission of invoice.

32. EXCLUSIVE CONTRACT

The contractor shall have the sole and exclusive privilege/right to provide the services described in the contract as they pertain to the curbside collection of solid waste.

33. OWNERSHIP

Title to solid waste the contractor has agreed to accept in the contract shall pass to the contractor when said solid waste is placed in the contractor's collection vehicle. Title to all other solid waste shall remain with the generator of said solid waste.

34. DEFINITIONS

GARBAGE- every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, fruits, grains or other animal or vegetable waste matter (including, but not by way of limitation, used tin cans or other food containers and all perishable or easily decomposable animal or vegetable waste matter which is likely to attract flies or rodents), except, in all cases, any matter included in the definitions of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Stable Matter and Rubbish to be specifically collected by Town personnel

CONSTRUCTION DEBRIS-waste building materials resulting from construction, remodeling, repair or demolition, whether by a contractor or an individual resident

DEAD ANIMALS-any animal or portion thereof having expired from natural or unnatural causes

HAZARDOUS WASTE-waste defined, characterized or designated as hazardous by the United States Environmental Protection Agency or a State Agency, by or pursuant to Federal or State Laws or waste which is regulated under Federal or State Laws; empty paint containers are excluded from this definition provided no liquid content is present in those containers

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

RUBBISH TO BE COLLECTED BY CONTRACTOR (and placed in the residential carts)- printed matter, paper, pasteboard, rags, straw, clothing, shoes/boots, pulp and other products used for packaging or wrapping, crockery, glass, floor sweepings and other waste materials not

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included in the definitions of Garbage, Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste or Stable Matter

RUBBISH TO BE COLLECTED BY TOWN- tree trimmings, leaves, branches, Christmas trees

CART-ninety-five (95) gallon injection molded HDPE or similarly constructed garbage container with tight fitting lids and wheels

BULKY WASTE- used appliances, furniture, and any other item of a size that will not allow placement in a cart

IT SHOULD BE NOTED THAT NO CONSTRUCTION DEBRIS, DEAD ANIMALS, HAZARDOUS WASTE, BULKY WASTE, STABLE MATTER OR RUBBISH THE TOWN PICKS UP WILL BE COLLECTED BY THE CONTRACTOR