

**TOWN OF WALNUT GROVE**  
**OFFICIAL MINUTES**  
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN  
Tuesday, December 1, 2015

**BE IT REMEMBERED** that the Mayor and Board of Aldermen of the Town of Walnut Grove met in Regular Session on Tuesday, December 1, 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, Dennise Putnam and Skyla Withers.**

General Public recorded as present: **Pat Dugan and Linda Bounds.**

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

The invocation was given by **Police Chief Kevin Polk.**

**AGENDA** \_\_\_\_\_

- 1 Call to Order**
- 2 Invocation**
- 3 Approval of the Agenda**
- 4 Approval of Consent Agenda**
  - Approval of the Minutes of the November Regular Meeting**
  - Approval of Department Reports**
  - Approval of Travel Request: Clerk Training - Dec 16 - 17 Skyla**
  - Approval of the November Docket of Claims**
  
  - Approval to advertise for Bids for Fuel & Oil Supplies**
  - Approval to advertise for Bids for Municipal Depository**
  - Approval of the November Docket of Claims**
  - Approval of Addition to part-time roster: Sam John**
- 5 Public Comment (limited to 3 mins - request made in advance to clerk)**
- 6 Personnel**
- 7 Recess until Tuesday, December 8, 2015 6:00 PM**
  - to consider proposals for Trash Collection**

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

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

**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 November Regular Meeting**  
**Approval of Department Reports**  
**Approval of Travel Request: Clerk Training - Dec 16 - 17 Skyla**  
**Approval of the November Docket of Claims**

**Approval to advertise for Bids for Fuel & Oil Supplies**  
**Approval to advertise for Bids for Municipal Depository**  
**Approval of the November Docket of Claims**  
**Approval of Addition to part-time roster: Sam John**

On a motion made by Alderman Mike Johnson, duly seconded by Alderman Jerry Darby, the Consent Agenda was approved with the following vote;

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

**NAY: None.**

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

**PUBLIC COMMENT** \_\_\_\_\_

None.

**PERSONNEL** \_\_\_\_\_

Public Works Director Jason Gilbert turned in his resignation letter to the Mayor & Board effective December 10th, 2015. The Mayor & Board commended Jason on his 5 ½ years with the Town and all the improvements that were made under his leadership.

On a motion made by Alderman Chip Jones, duly seconded by Alderman Mike Johnson, the acceptance of this resignation and that the Mayor would assume the duties of fire chief of the volunteer department until further notice was approved with the following vote;

**YEA: Alderman Chip Jones, Alderman Mike Johnson, Alderman Jerry Darby, 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.

**RECESS** \_\_\_\_\_


On a motion made by Alderman Chip Jones, duly seconded by Alderman Jerry Darby, the meeting is recessed until Tuesday, December 8, 2015 at 6 pm to consider proposals for trash collection with the following vote;

**YEA: Alderman Chip Jones, Alderman Mike Johnson, Alderman Jerry Darby, 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.

ATTEST:

  
Dennise J. Putnam, Municipal Clerk

  
J. Brian Gomillion, Mayor

(seal)

**MONTHLY DEPARTMENT REPORTS**

Municipal Clerk

**Balances as of November 30, 2015:**

General Fund	
Street Tax	
Fire Protection	
Water Revenue	
Water Meter Deposit	
Gas Revenue	
Gas Meter Deposit	
Police Department	
General Town M/M	
Special Fund M/M	
Fire Protection M/M	
Recreation Fund M/M	
Water M/M	
Gas M/M	
<b>TOTAL</b>	

**Received by November 30, 2015:**

Water Deposits (\$50)	Gas Deposits (\$250)	Privilege License	Building Permits
Tami Reel	Betty Landingham Sierra Ford LaTasha Avant Vera Griffin Kim Tran Crystal Dennis Shirley Watkins	The Auto Shop Glo's Diner & Steakhouse	Jerry Griffin Herman Verse May Graham TB Enterprises Emmateen Greenwood Cora Peavie

**FIRE REPORT (NOVEMBER 1 - 30)**

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

**COURT REPORT**

- 47 - Cases presented to Judge Ken Adcock on 11/10/2015
- \$4,851.00 - Amount collected in fines
- \$344.00 - AMS Collected Amount

**POLICE REPORT**

OFFICER	CITATIONS ISSUED	MILES PATROLLED	# OF REPORTS	ARRESTS
POLK	6	1210	5	2
LEWIS	9	1341	1	1
CHIPLEY	5	1005	1	1
Cash				
W. Lewis				
N. Lewis				
T. Odom				
D. Cooks				
D. Hanford	1			
H. Wolf	25			

PART-TIME TOTAL:      26                                      1456                                      1                                      5

# ATTACHMENT

## TOWN OF WALNUT GROVE

Regular Meeting of the Board of Aldermen

Tuesday, December 1, 2015 6:00 PM

## 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 November Regular Meeting
  - Approval of Department Reports
  - Approval of Travel Request: Clerk Training - Dec 16 - 17 Skyla
  - Approval of the November Docket of Claims
  
  - Approval to advertise for Bids for Fuel & Oil Supplies
  - Approval to advertise for Bids for Municipal Depository
  - Approval of the November Docket of Claims
  - Approval of Addition to part-time roster: Sam John
- 5 Public Comment (limited to 3 mins - request made in advance to clerk)
- 6 Personnel
- 7 Recess until Tuesday, December 8, 2015 6:00 PM  
to consider proposals for Trash Collection

## ATTACHMENT

December 1, 2015

To the Mayor and Board of Aldermen

Please let this letter serve as my resignation as the Public Works Director, effective December 10, 2015.

I would like to take the opportunity to thank the mayor, board and entire staff for the faith and trust each of you have put in me over the last 5 ½ years. I have always tried to give Walnut Grove more than 100% in everything that I have done or decisions that I have made. I hope to see the Town continue to grow and prosper.

Again, Thank you and it has been an honor for me to serve as your Public Works Director.

I will also be resigning as the Vol. Fire Chief. I will be more than happy to continue to serve on the fire dept.

Sincerely

  
Jason Gilbert

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**TOWN OF WALNUT GROVE**  
**OFFICIAL MINUTES**  
**RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN**  
**Tuesday, December 8, 2015**

**BE IT REMEMBERED** that the Mayor and Board of Aldermen of the Town of Walnut Grove met in Recessed Session on Tuesday, December 8, 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, and Alderwoman Teresa Darby.** Staff recorded as present was **Jason Gilbert, Kevin Polk, Michelle Anderson, Dennise Putnam and Skyla Withers.**

General Public recorded as present: **Daniel May, Terry Smith, Rodney Street and Bryan Stephens.**

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

The invocation was given by **Municipal Clerk Dennise J. Putnam.**

**AGENDA** \_\_\_\_\_

- 1 Call to Order
- 2 Invocation
- 3 Approval of the Agenda
- 4 Household Waste Collection Proposals
- 5 Pay Nassar BP monthly bill (received late)
- 6 Proposed Holiday Change: Good Friday in lieu of Confederate Memorial Day 2016
- 7 PSC Order
- 8 Operations - Personnel
- 9 Adjournment

On a motion made by Alderman Mike Johnson, duly seconded by Alderman Jerry Darby, the Agenda was approved with the following vote;

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

**NAY: None.**

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

**HOUSEHOLD WASTE COLLECTION PROPOSALS** \_\_\_\_\_

Two proposals were opened by the Mayor and Board:

- WastePro @ \$10.19
- Waste Management \$11.49

Alderwoman Teresa Darby made motion, duly seconded by Alderman Jerry Darby, that we accept the lowest cost proposal submitted by Waste Pro for a contract term of 3 years and that it may be extended up to six years upon mutual agreement of both parties AND that the Mayor be authorized to sign any contracts pending review and approval of the municipal attorney, was approved with the following vote;

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

**NAY: None.**

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

## **NASSAR BP**

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The NASSAR BP bill was received late and was not listed on the docket. Municipal Clerk Dennise J. Putnam requested to pay this bill. On a motion made by Alderman Chip Jones, duly seconded by Alderman Mike Johnson, this bill was approved to be paid at this time with the following vote;

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

**NAY: None.**

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

## **PROPOSED HOLIDAY CHANGE**

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Mayor Gomillion proposed to the Board to change from closing on Confederate Memorial Day to closing on Good Friday going forward from 2016 on.

On a motion made by Alderman Chip Jones, duly seconded by Alderman Mike Johnson, the proposed holiday change was approved with the following vote;

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

**NAY: None.**

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

## **PSC ORDER**

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The Mayor updated Board on status on PSC rate tariff order. Some further changes may be required to comply.

## **CLOSED SESSION**

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On a motion made by Alderman Mike Johnson, duly seconded by Alderwoman Teresa Darby, the closed session was approved with the following vote;

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

**NAY: None.**

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

## **EXECUTIVE SESSION**

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On a motion made by Alderman Mike Johnson, duly seconded by Alderwoman Teresa Darby, the Executive session was approved with the following vote;

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

**NAY: None.**

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



**EXIT EXECUTIVE SESSION** \_\_\_\_\_

On a motion made by Alderman Mike Johnson, duly seconded by Alderwoman Teresa Darby, the meeting was taken out of Executive Session and back to Open Session with the following vote;

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

**NAY: None.**

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

**PROFESSIONAL SERVICES** \_\_\_\_\_

Upon motion by Alderman Chip Jones, duly seconded by Alderman Jerry Darby, the board unanimously approved contracting with Jason Gilbert for professional services as the Certified Water System Operator for the Town of Walnut Grove Water System for \$ 1200 per month with the following vote;

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

**NAY: None.**

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

**ADJOURNMENT** \_\_\_\_\_

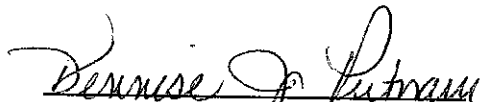
On a motion made by Alderman Mike Johnson, duly seconded by Alderwoman Teresa Darby the meeting was adjourned at 6:32 pm with the following vote;

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

**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

(seal)

  
J. Brian Gomillion, Mayor

# TOWN OF WALNUT GROVE

# AGENDA

Recessed Meeting of the Board of Aldermen

Tuesday, December 8, 2015 6:00 PM

- 1 Call to Order Brian
  - 2 Invocation Cindy
  - 3 Approval of the Agenda
  - 4 Household Waste Collection Proposals
- 
- 
- 
- 5 Pay Nassar BP monthly bill (received late) Dennise
  - 6 Proposed Holiday Chnage: Good Friday in lieu of Confederate Memorial Day 2016 Mayor
  - 7 PSC Order
  - 8 Operations - Personnel
  - 9 Adjournment

**TOWN OF WALNUT GROVE  
MISSISSIPPI**

**Solid Waste Services Contract**

**THIS CONTRACT** is made and entered into by and between **Waste Pro of Mississippi, Inc.** (hereinafter referred to as "Contractor") and the **Town of Walnut Grove, Mississippi**, a municipal corporation (hereinafter referred to as "Town").

For and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree that:

1. **CONTRACT DOCUMENTS:** The Advertisement, Information to Proposers, the Contractor's Proposal for solid waste collection services, including any and all general and special provisions, and the Vehicle and Equipment Schedule are hereby made a part of this Contract as fully and completely as if set forth in words and figures herein. Terms are used herein shall have the same meaning as set forth in the documents listed.
2. **SCOPE OF WORK AND SERVICE AREA:** The service shall consist of the once weekly collection and disposal of garbage in residential carts provided by the Town. The carts shall be placed at curbside from all units within the geographical limits of the area delineated as inside the Municipal Limits and the removal, transportation, and delivery of the same to a legal disposal site as approved by the Mississippi State Department of Environmental Quality. In addition, the Contractor shall also collect (commencing January 1, 2016 and ending upon written notification from the Town) residential carts placed at the Town-designated central drop-off point. The Town shall be billed the same monthly rate listed in paragraph three (3) of this contract for each cart placed at said location only for the duration of service provided.
3. **FEES AND HOUSE COUNT:** The Contractor agrees to furnish all land, buildings, labor, mechanics, tools, and equipment; and all other materials necessary for the timely and adequate performance of the work and services contemplated by this Contract and to faithfully perform the same in accordance with the Contract Documents to the satisfaction of the Town or its authorized representative and in accordance with the laws of the United

States, the State of Mississippi, and the ordinances of the Town. For these Services, the Town agrees to pay and the Contractor agrees to accept, in full compensation for the performance of the Contractor's obligations hereunder, as well as all loss or damage, if any, relation to the contract work, or the action of weather (except as otherwise described in the attached documents), and any and all other unforeseen obstructions or difficulties that may be encountered in the performance of said work and services, the Contractor assuming all risks of every kind and description in this Contract, the payment of \$ 10.19 per unit, which shall be paid in monthly installments, subject to all other provisions of this Contract. The Town estimates that the number of units to be initially serviced under the first year of the contract is 225 and that this number of units shall be used for the first year of the contract. This number of units shall be billed on a monthly invoice. A house count may be performed prior to each contract anniversary date to determine the number of units to be billed after the first year of service. Provided, however, that the foregoing does not constitute a waiver or release of any claims Contractor may have against the Town for breach of the terms of this Contract or for damages resulting from the negligence or willful misconduct of the Town, its employees, agents and subcontractors. The Town shall pay the monthly charges to the Contractor within forty-five (45) days of receipt of such invoice.

4. **TERM:** The contract period shall commence on January, 1, 2016 and end on December 31, 2019. However, the Town and Contractor may, by mutual agreement, extend the contract period for One (1) year increments thereafter for a maximum contract term of six years. The contract price shall be reviewed in July of each contract year in accordance with the price adjustment escalator clause of the Contract Documents, and the contract price shall be established for the next contract year beginning January of each contract year.
5. **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.

**6. HOLIDAYS**

The following may be taken as holidays:

New Years Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday.

The Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspapers serving the affected area.

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.

**7. 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 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.

**8. 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.

**9. CONTRACTOR'S PERSONNEL:**

The Contractor shall assign a qualified person or persons to be in charge of its performance of this Contract.

The Contractor's collection employees shall wear a uniform or shirt bearing the Contractor's name.

Each employee shall, at all times, carry a valid driver's license for the type of vehicle he is driving.

The Contractor shall provide operating and safety training for all personnel.

No person shall be denied employment by the Contractor for reasons of age, race, sex, creed, or religion or national origin.

**10. NONDISCRIMINATION:** The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

**11. 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.

**12. 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.

**13. 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 limit	\$ 1,000,000 combined single

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."


14. **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.
15. **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.
16. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules and regulations, including but not limited to the Davis-Bacon Act, the Contract Work Hours Standards Act, and the Anti-Kickback Act, the Civil Rights Act of 1964, the Americans with disabilities Act, and the Occupational Safety and Health Act as each of the same exists on the date hereof or as may be amended from time to time.
17. **NON-ASSIGNABILITY:** The Contractor may not assign or sublet, in whole or in part, by operation of law or otherwise, this Contract or any of its rights and obligations hereunder, to any person entity without prior written consent of the Town, as the Contractor induced the Town to enter into the Contract by, inter alia, its own individual reputation.

18. **SURVIVABILITY:** The terms and provision of the section entitled indemnity, shall survive the termination of this Agreement, howsoever brought about. This Agreement shall be subject to and governed by the laws of the State of Mississippi. The Services shall comply with all applicable Town, State of Mississippi, and United States Laws, rules, regulations, codes and orders. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may only be amended in writing by mutual agreement of both parties and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, this the 17<sup>th</sup> day of December, 2015.

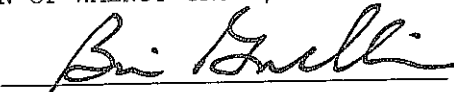
WASTE PRO OF MISSISSIPPI, INC.

BY

  
Rodney Street  
Division Manager

TOWN OF WALNUT GROVE, MISSISSIPPI

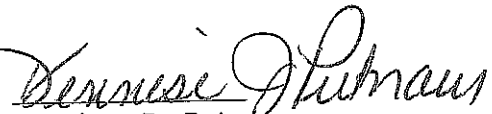
BY

  
Brian Gomillion  
Mayor

ATTEST

  
Bryan Stephens  
Operations Manager

ATTEST

  
Dennise J. Putnam  
Municipal Clerk