

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON OCTOBER 5, 1993 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	THOMAS W. TYNER
ALDERMEN	RAYMOND C. BRANDLE WILLIAM H CAMPBELL REUBEN CLEPPER BOBBY W RUNNELS LEROY SCOTT
OTHERS PRESENT	CHARLES GILLIS ALLEN FLYNT RAYMOND DEARMAN WAYNE MURPHY AUBRA EVANS AND OTHERS

THE MAYOR DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.

THE INVOCATION WAS OFFERED BY THOMAS W. TYNER.

THE PLEDGE OF ALLEGIANCE WAS RECITED

WHEREAS, ALDERMAN CLEPPER MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 21, 1993 BE ACCEPTED AS WRITTEN. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, CHARLES GILLIS, BRANCH MANAGER OF THE U.S. SMALL BUSINESS ADMINISTRATION IN GULFPORT, MS., ADDRESSED THE MAYOR AND BOARD OF ALDERMEN CONCERNING THE RESOURCES AVAILABLE THROUGH THE SBA FOR THE SMALL BUSINESSMAN AND THE STATISTICS ON THE LOANS MADE AVAILABLE THROUGH THE GULFPORT OFFICE.

THEREUPON, ALLEN FLYNT SUBMITTED A COPY OF THE TOPO MAP AND AS BUILT SURVEY OF THE THREE SOFTBALL FIELDS AND THE CONCESSION STAND THAT HE HAS PREPARED FOR THE PETAL GIRL'S SOFTBALL ASSOCIATION AND FORREST COUNTY FOR THE PROPOSED SUNRISE COMPLEX.

WHEREAS, CHIEF WAYNE MURPHY PRESENTED THE 1993-94 METRO GRANT RECEIVED FROM THE STATE OF MISSISSIPPI BY THE METRO DRUG TASK FORCE WHICH WILL REIMBURSE THE CITY \$1,500 IN OVERTIME FOR THE METRO OFFICER AND 75% OF THE METRO OFFICERS SALARY AND FRINGE BENEFITS PROVIDED THE CITY MATCH THE OVERTIME WITH \$375.00.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO APPROVE THE CITY'S PARTICIPATION IN THE GRANT PROGRAM. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, RAYMOND DEARMAN PRESENTED THE FOLLOWING LETTER RECOMMENDING THAT THE CITY AWARD THE CONTRACT FOR THE WASTEWATER COLLECTION ADDITION SRF FACILITIES PLAN PROJECT # SRF-C280770-010 TO C. J. MORGAN, INC. OF HATTIESBURG WHICH SUBMITTED THE LOW BID IN THE AMOUNT OF \$625,629.00.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AWARD THE CONTRACT TO C. J. MORGAN, INC. FOR THE BID IN THE AMOUNT OF \$625,629.00. ALDERMAN SCOTT SECONDED THE MOTION.

SEE EXHIBIT "A"

LETTER - SHOWS, DEARMAN, WAITS, INC.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MR. DEARMAN STATED THAT HE HAS WRITTEN A LETTER TO CARTER & MULLINS, INC. CONCERNING THE CONDITION OF THE STREETS IN THE SEWER PROJECT AREA COMPLETED APPROXIMATELY ONE YEAR AGO BUT HE HAS NOT HAD A RESPONSE TO THE LETTER.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE CITY ATTORNEY TO WRITE A DEMAND LETTER TO THE BONDING COMPANY WHICH PROVIDED THE BOND FOR CARTER & MULLINS, INC. ON THE SEWER REHAB PROJECT FOR THE AMOUNT NEEDED TO REPAIR THE STREETS IN THE PROJECT AREA. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED ESTIMATE # 1 FOR MAPLES CONSTRUCTION COMPANY IN THE AMOUNT OF \$18,126 FOR PAYMENT ON THE MULTI PURPOSE CENTER PROJECT.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO PAY MAPLES CONSTRUCTION COMPANY \$18,1216. FOR ESTIMATE # 1 ON THE MULTI PURPOSE CENTER PROJECT. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING QUOTATIONS ON THE
PRECAST CONCRETE MANHOLES FOR THE SEWER DEPARTMENT.

SEE EXHIBIT "B"

CHOCTAW \$2,015.10
P O BOX 16987
HATTIESBURG, MS. 39465

CUSTOM PRECAST PRODUCTS, INC. \$2,245.50
P O DRAWER 242
LUMBERTON, MS. 39455

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT THE LOWEST
QUOTE FROM CHOCTAW IN THE AMOUNT OF \$2,015.10. ALDERMAN RUNNELS
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THOSE PRESENT AND ABSTAINING:

ALDERMAN RAYMOND C BRANDLE

WHEREAS, MAYOR GAY PRESENTED A RECOMMENDATION FOR FIRE CHIEF
AUBRA EVANS TO PROMOTE 2ND LT TOMMY FREEMAN TO 1ST LIEUTENANT
EFFECTIVE OCTOBER 14, 1993.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE
FOLLOWING ORDER PROMOTING 2ND LT TOMMY FREEMAN TO 1ST LIEUTENANT
EFFECTIVE OCTOBER 14, 1993. ALDERMAN SCOTT SECONDED THE MOTION.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF PETAL DO HEREBY DEEM IT NECESSARY TO
PROMOTE 2ND LT. TOMMY FREEMAN TO 1ST LT.

IT IS HEREBY ORDERED THAT EFFECTIVE OCTOBER 14,
1993 TOMMY FREEMAN BE PROMOTED TO 1ST LIEUTENANT AT A
RATE OF \$7.928 PER HOUR.

SO ORDERED ON THIS THE 5TH DAY OF OCTOBER, A.D.,
1993.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE RECOMMENDATION OF CHIEF EVANS TO PROMOTE RALPH YAWN TO FIREMAN 1ST CLASS STEP 1 EFFECTIVE OCTOBER 14, 1993.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOLLOWING ORDER PROMOTING RALPH YAWN TO FIREMAN 1ST CLASS STEP 1 EFFECTIVE OCTOBER 14, 1993. ALDERMAN SCOTT SECONDED THE MOTION.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY UPON THE RECOMMENDATION OF THE FIRE CHIEF TO PROMOTE RALPH YAWN TO FIREMAN 1ST CLASS STEP 1.

IT IS HEREBY ORDERED THAT FIREMAN 1ST CLASS RALPH YAWN BE PROMOTED TO FIREMAN 1ST CLASS STEP 1 EFFECTIVE OCTOBER 14, 1993 AT A RATE OF \$7.447 PER HOUR.

SO ORDERED ON THIS THE 5TH DAY OF OCTOBER, A.D., 1993.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR A PARTIAL TAX SALE CANCELLATION FOR THE 1991 TAXES WHICH WERE SOLD ON 8/31/92 IN THE NAME OF CHARLES MICHAEL & SANDRA WILLIAMSON, PARCEL # 115-0150-06.02.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ISSUE A PARTIAL TAX SALE CANCELLATION ON PARCEL # 115-0150-06.02 IN THE NAME OF CHARLES MICHAEL & SANDRA WILLIAMSON FOR THE 1991 TAXES SOLD ON 8/31/92 AND TO REFUND 1992 TAX SERVICE INC. \$103.24. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOFS OF PUBLICATION TO THE BOARD.

- A) ORDINANCE 1988 (73-D)
- B) ORDINANCE 1979 (44-G)
- C) VARIANCE HEARING - WEST JEFFERSON PROPERTIES
- D) VARIANCE HEARING - LORENZO BYRD
- E) 1993-94 BUDGET

THEREUPON, ALDERMAN RUNNELS MADE A MOTION THAT THE FOREGOING BIDS BE ACCEPTED AND FILED. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE STATEMENT FOR THE MISSISSIPPI MUNICIPAL WORKERS COMPENSATION GROUP FOR THE 1ST QUARTERLY PAYMENT OF 30% OF THE ANNUAL PREMIUM FOR THE 1993-94 POLICY IN THE AMOUNT OF \$12,458.98.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO PAY THE MISSISSIPPI MUNICIPAL WORKERS COMPENSATION GROUP \$12,458.98. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE STATEMENT FOR THE CITY'S AUTO COMPREHENSIVE AND COLLISION COVERAGE FROM CLYDE C. SCOTT INSURANCE AGENCY IN THE AMOUNT OF \$8,606.48.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY THE ANNUAL PREMIUM FOR THE AUTO COMP/COLLISION COVERAGE TO CLYDE C. SCOTT INSURANCE AGENCY IN THE AMOUNT OF \$8,606.48. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE CLAIMS #26357-26883 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PAY CLAIMS #26357-26883 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED TO THE BOARD THE PROPOSED SOLID WASTE CONTRACT BETWEEN THE CITY OF PETAL AND WASTE MANAGEMENT OF MISSISSIPPI, INC. FOR THE PICK UP AND DISPOSAL OF THE ALL HOUSEHOLD GARBAGE GENERATED BY THE RESIDENTIAL UNITS IN THE CITY OF PETAL.

THEREUPON, AFTER REVIEWING THE CONTRACT, ALDERMAN BRANDLE MADE A MOTION AUTHORIZING THE MAYOR TO EXECUTE THE FOLLOWING SOLID WASTE CONTRACT WITH WASTE MANAGEMENT OF MISSISSIPPI, INC. TO BE EFFECTIVE OCTOBER 11, 1993. ALDERMAN RUNNELS SECONDED THE MOTION.

SEE EXHIBIT "C"

SOLID WASTE CONTRACT

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDINANCE ESTABLISHING THE REQUIREMENTS AND CHARGES FOR THE COLLECTION OF SOLID WASTE, TRASH AND DEBRIS IN THE CITY OF PETAL.

SEE EXHIBIT "D"

ORDINANCE 1993 (79)

AN ORDINANCE ESTABLISHING REQUIREMENTS AND CHARGES FOR COLLECTION OF REFUSE FOR THE CITY OF PETAL, MISSISSIPPI; TO REPEAL ORDINANCE 1979(44-G) AND 1983 (55) AND ANY AND ALL OTHER ORDINANCES IN CONFLICT HERewith

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN RUNNELS MADE A MOTION THAT DUE THE URGENT CIRCUMSTANCES, AS A RESULT OF THE PLANNED CLOSURE OF THE FORREST COUNTY LANDFILL AT BARRONTOWN AND OTHER AVAILABLE LANDFILLS, THIS ORDINANCE BE IN EFFECT FROM AND AFTER ITS PASSAGE. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT DUE TO AN EMERGENCY SITUATION WITH THE SPACE ON THE HARD DISK ON THE COMPUTER IT WAS NECESSARY TO HAVE A NEW 380MB HARD DISK AND A 150MB TAPE DRIVE INSTALLED BY BBI, INC.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE PAYMENT TO BBI, INC. IN THE AMOUNT OF \$3,476.00 FOR THE HARD DISK, TAPE DRIVE AND INSTALLATION. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REPORTED THAT A CERTIFIED LETTER WAS MAILED TO ARTHUR RAY HAYNES ON SEPTEMBER 23, 1993 ADVISING HIM OF HIS TERMINATION BY THE MAYOR AND BOARD OF ALDERMEN AND OF HIS RIGHT TO A HEARING AND THAT THERE HAS BEEN NO RESPONSE FROM MR HAYNES.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADJOURN. ALDERMAN CAMPBELL SECONDED THE MOTION.

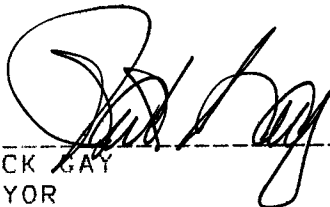
THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

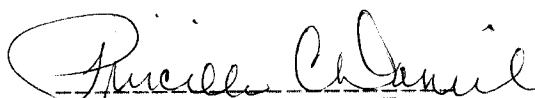
THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 5TH DAY OF OCTOBER, A.D., 1993.



JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "A"

SHOWS, DEARMAN & WAITS, INC.

CONSULTING ENGINEERS
P. O. BOX 1711 - 301 HARDY STREET
HATTIESBURG, MISSISSIPPI 39403-1711
PHONE 601-544-1821
FAX: 601-544-0501

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.

PAUL J. SHOWS, P.E., R.L.S.
CONSULTANT

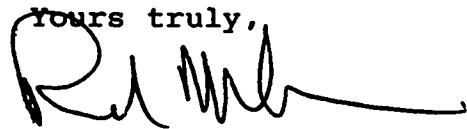
October 5, 1993

Mayor and Board of Aldermen
City of Petal
P. O. Box 564
Petal, MS 39465

RE: Wastewater Collection
Addition
SRF Facilities Plan
SRF-C280770-010
Petal, Mississippi

Gentlemen:

Bids were received at 7:00 P.M., on September 21, 1993, on the above referenced project. After reviewing said bids, I am hereby recommending award to C. J. Morgan, Inc., of Hattiesburg, Mississippi, in the amount of \$625,629.00.

Yours truly,


Raymond M. Dearman, P.E.

RMD/jc



CUSTOM PRECAST PRODUCTS, INC.

P. O. Drawer 242 • Lumberton, MS 39095 EXHIBIT "B" September 27, 1993

RE: Petal Water Department
Petal, MS.

3 H. Holes
8'
12'
4'

29' Total V.F.

Gentlemen:

We propose to furnish the following materials and services on the above referenced project:

Precast Riser Sections With Steps @-----	\$ 43.50	V.F. = 1261.50
Kor-N-Seal Boots @-----	\$ 32.50	EA. = 195.00
Straight Base Unit @-----	\$ 45.00	EA.
Extended Base Unit 6" Or 8" @-----	\$ 68.00	EA. = 204.00
Ring & Covers @-----	\$195.00	EA. = 585.00
		<u>\$ 2,245.60</u>

THE ABOVE PRICES ARE SUBJECT TO THE FOLLOWING CONDITIONS:

1. THE ABOVE PRICES ARE F.O.B. TRUCK JOB SITE (unloaded by contractor).
2. PRICES ARE GOOD FOR 30 DAYS FROM THE ABOVE DATE.
3. NO APPLICABLE TAXES ARE INCLUDED.
4. QUANTITIES ARE ESTIMATED ONLY. ALL PRICES BASED ON A PER EACH BASIS.
5. CONTRACTOR ASSUMES RESPONSIBILITY FOR SETTING INTO EXCAVATION.
6. TERMS ARE NET 30 DAYS.
7. NOTE! 1 1/2% ON UNPAID BALANCE 30 DAYS AFTER INVOICE DATE.

WE ARE LOOKING FORWARD TO THE OPPORTUNITY OF WORKING WITH YOU ON THIS PROJECT.

Approved By: _____
Title: _____

Sincerely,

Billy V. Livingston
Billy V. Livingston
Sales

BWL/ls



IMPORTANT

Date: Sept. 28, 1993

TRANSMITTAL SHEET FOR FAX MACHINE

To: MAYOR JACK GAY
City of Petal
Petal, MS
From: F. CHARLES PHILLIPS
Subject: QUOTE PRECAST CONCRETE MANHOLES

Number of Pages (including cover sheet): 1

Comments:

<u>29'</u>	<u>48" Precast Manholes</u>	<u>@ \$41.40</u>	<u>V.F. = \$1200.60</u>
<u>3</u>	<u>48" EXTENDED BOTTOMS</u>	<u>@ 71.10</u>	<u>each \$ 213.30</u>
<u>3</u>	<u>FRAME & COVERS</u>	<u>@ 138.00</u>	<u>each \$ 414.00</u>
	<u>8" BOOTS</u>	<u>@ 31.20</u>	<u>each \$ 187.20</u>
			<u>\$ 2016.10</u>

Thank you
F. Charles Phillips
Sales Rep

CONTRACT

This Agreement made and entered into on (this the 11 day of ~~October~~, 1993, by and between The City of Petal, Mississippi, acting by and through its Board of Aldermen, hereinafter referred to as "City", and WASTE MANAGEMENT OF MISSISSIPPI-GULF COAST, a division of WASTE MANAGEMENT OF MISSISSIPPI, INC., hereinafter referred to as "Company",

WITNESSETH:

WHEREAS, City is desirous of securing the services of the Company to operate a waste hauling service for the City; and

WHEREAS, the Company desires to provide the operation of a waste hauling service for the City;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS:

1.1 BAGS - Plastic or paper sacks designed to store and enclose Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag with contents shall not exceed 40 lbs.

1.2 BULKY WASTE - Stoves, refrigerators (without compressors), water heaters, automobile parts, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Containers.

1.3 CONSTRUCTION DEBRIS - Waste building materials resulting from construction, remodeling, repair or demolition operations.

1.4 APPROVED CONTAINER - A receptacle with a capacity of 30 gallons or less not to exceed 60 pounds, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vectors. Commercially available trash bags, as described in Section 1.1, will also be approved containers.

1.5 DEAD ANIMALS - Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.

1.6 GARBAGE - Any or all dead animals less than 10 lbs. in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that

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results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but by no way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents.

1.7 HAZARDOUS WASTE - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.8 PRODUCER - An occupant of a Residential Unit who generates waste, to be dealt with under the terms of this Contract.

1.9 REFUSE - This term shall refer to Residential Garbage and Rubbish, Bulky Waste, and Construction Debris generated at a Residential Unit unless the context otherwise requires.

1.10 RESIDENTIAL UNIT - A dwelling within the Service Area, hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling and small commercial business, whether of single or multi-level construction, shall be treated as a Residential Unit. On any one collection day, the Company will collect from each Residential Unit the contents of not more than six (6) approved containers.

1.11 RUBBISH/TRASH - All waste wood, wood products, Christmas trees, tree trimmings, grass, cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any or all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable matter.

1.12 SERVICE AREA - All Residential Units in the City.

2. RIGHTS AND OBLIGATIONS

Company covenants and agrees to operate a waste hauling service for City in compliance with all rules, regulations and restrictions imposed by the Public Health Department of the State of Mississippi.

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3. TERM

The term of this Agreement shall be for a period of three (3) years beginning October 11, 1993 ("Commencement Date"), provided however, that the term of this Agreement shall automatically extend without further action of the parties for an additional term of one (1) year, unless, not less than ninety (90) days before the termination of the initial term, either party elects in writing to terminate the Agreement at the conclusion of the initial term of the Agreement. Any such written notice shall be served by certified or registered mail, return receipt requested.

4. SERVICE

The services to be provided by Company hereunder shall be for the twice a week curbside collection of all household garbage, generated by the Residential Units in the Service Area and the twice a week hand pick up of garbage at small businesses in the Service Area generating six (6) containers of garbage or less. By current house count, 2169 Residential Units and small businesses or less shall be serviced by Company under this Agreement. Either party may request annual house and business counts which shall be conducted by Company (and City representatives if City so requests) and the compensation due Company shall be increased, no more often than annually, based on the increase in the number of residences and businesses serviced hereunder. There will be a minimum of two days between scheduled collection days and Petal City Hall, the two fire stations, police department, street department and the two recreation parks will be serviced twice per week at no charge to the City.

5. NEWLY DEVELOPED AND ANNEXED AREAS

The Company will, within thirty (30) days of notification by the City, provide solid waste collection services of the same frequency and quality required by the Company to newly developed and annexed areas. As new homes are constructed and occupied in the City, the Company shall, after proper notification by City, provide solid waste services as required by the Contract on the next scheduled day of collection following notification. The Company shall be responsible for notifying the City of all collection locations being serviced which do not appear on the billing register.

6. POINT OF CONTACT

All dealings, contacts, etc. between the Company and the City shall be directed by the Company to the Mayor or his designee.

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7. HOURS AND DAYS OF OPERATION

Collection of refuse shall not begin before 7:00 a.m. each day. Garbage and trash collection will be allowed on all weekdays and Saturdays. In special cases where the contractor needs to work on Sunday, he must first obtain written permission by the Mayor. Exceptions to collection hours shall be effected only upon the approval of the Mayor.

The following holidays may be observed by the Company:

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

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

The Company 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.

8. APPROVED CONTAINERS

Garbage placed in for collection shall be stored in approved containers, as described herein. The Company shall not be required to collect garbage unless it is in approved containers.

9. EXTRAORDINARY MATERIALS

Hazardous Wastes, body wastes, abandoned vehicles, vehicle parts, large equipment and parts, and dead animals over 10 pounds will not be collected by the Company under the terms of this Contract.

10. OFFICE

The Company shall maintain an office through which it can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. Monday through Friday.

11. RATES

As initial compensation for the services to be rendered hereunder by the Company, the City shall pay to Company seven dollars and twenty cents (\$7.20) per month for each Residential Unit. These initial rates are subject to adjustment as set forth herein.

The Company reserves the right to negotiate an increase in its compensation to offset any increased costs associated with longer haul distances when the Company must use an alternate delivery point for disposal, or to offset any increased costs of Company's operations due to changes in applicable law or regulations. In addition, in the event Company becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage, such tax or surcharge shall be the responsibility of the City to be paid along with Company's normal monthly compensation. Should the Company and City not be able to agree upon a mutually acceptable compensation adjustment, the Company may terminate this agreement within thirty (30) days written notice.

12. INDEMNITY

The City shall indemnify the Company against any claims, actions or suits including court costs and reasonable attorneys' fees, arising out of the City's negligent or willful misconduct in the operation of the Pine Belt Solid Waste Management Authority transfer station.

The Company shall indemnify the City against any claims, actions or suits including court costs and reasonable attorneys' fees, arising out of the Company's negligent or willful misconduct in the execution of this contract.

13. INSURANCE

During the term of this contract, Company shall maintain in full force and effect the following insurance.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workmen's Compensation	Statutory
Employer's Liability	\$500,000.00
Bodily Injury Liability	\$500,000.00 each occurrence
except Automobile	\$500,000.00 aggregate
Property Damage Liability	\$500,000.00 each occurrence
except Automobile	\$500,000.00 aggregate
Automobile Bodily Injury	\$500,000.00 each person
Liability	\$500,000.00 each occurrence
Automobile Property	
Damage Liability	\$500,000.00 each occurrence
Excess Umbrella Liability	\$500,000.00 each occurrence

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14. DISPOSAL

All waste collected by Company shall be disposed of by Company at a designated disposal point at either transfer station located in Lamar County and Jones County, Mississippi and operated by Enviro, Inc. in accordance with all Federal, State and Local regulation unless otherwise directed by the City under terms of this agreement. The disposal charges applicable to the garbage which is the subject matter of this Contract is included within the compensation and is subject to increase as addressed in Section 11.

15. RECYCLING SERVICES

City grants to Company the right to compete with any offer which City receives (or intends to make) relating to the provision of recycling services during the term of this Contract, and agrees to give Company written notice of any such offer and a reasonable opportunity to respond to it.

16. LOCATION OF COLLECTION

The Residential Units will be required by the City to place garbage in a location that is readily accessible to the Company and its equipment, not to exceed five (5) feet from curb or edge of traveled portion of road. City will aid the Company in resolving problems of garbage location. In rural areas, pickups will be limited to mailbox locations, private roads will not be traveled.

17. SERVICE INQUIRIES

All complaints shall be made directly to the Company. The Company shall give all complaints prompt and courteous attention. In the case of alleged missed schedule collection, the Company shall investigate and if such allegations are verified, shall arrange for collection within 24 hours of the time the complaint was received.

18. NOTIFICATION OF CUSTOMERS

The Company shall notify all customers about service inquiry procedures, regulations and day(s) of collection.

19. COMPANY'S PERSONNEL

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

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

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

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d. The Company shall provide operating and safety training for all personnel.

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

CITY OF PETAL

20. ~~FORCE MAJEURE~~ NUNUTE BOOK 14

From and after the Commencement Date, Company's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by an Act of God or such other cause or causes beyond the reasonable control of Company unless such cause or causes is a result of action or nonaction by Company.

21. PERMITS, LICENSES AND TAXES

The Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Company shall promptly pay all taxes required by local, state and federal laws.

22. TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (ii) cure the breach or default at the expense of the breaching or defaulting party; and/or (iii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

23. EXCLUSIVE CONTRACT

The Company shall have the sole and exclusive franchise license and privilege to provide residential solid waste collection and removal services for and on behalf of the City. This agreement shall not constitute a franchise or exclusive right to collect solid waste from commercial, institutional and industrial units in the City.

24. NOTICE

A letter addressed and sent by certified United States mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified U.S. Mail as provided herein.

City: Jack Gay
City Hall
City of Petal
Petal, Mississippi 39465
Company: Waste Management of Mississippi-Gulf Coast
10242 Canal Road
Gulfport, Mississippi 39503

with a copy to: Michael K. Slattery
Regional General Counsel
Waste Management of North America, Inc.
2600 Delk Road
Suite 200
Marietta, Georgia 30067

25. MODIFICATION

This Contract constitutes the entire Contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

26. COMPLIANCE WITH LAWS

The Company shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of the Company where conflicting ordinances exist.

27. LAW TO GOVERN

This Contract shall be governed by the laws of the State of Mississippi both as to interpretation and performance.

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

CITY OF PETAL

Ava C. Pickett
Witness

BY: [Signature]
ITS: MAYOR

WASTE MANAGEMENT OF MISSISSIPPI-GULF COAST, A DIVISION OF WASTE MANAGEMENT OF MISSISSIPPI, INC.

[Signature]
Witness

BY: [Signature]
ITS: GENERAL MANAGER

EXHIBIT "D"

ORDINANCE NO. 1993 (79)
OF THE
CITY OF PETAL, MISSISSIPPI

AN ORDINANCE ESTABLISHING REQUIREMENTS
AND CHARGES FOR COLLECTION OF REFUSE FOR
THE CITY OF PETAL, MISSISSIPPI; TO REPEAL
ORDINANCES 1979 (44-G) AND 1983 (55) AND ANY
AND ALL OTHER ORDINANCES IN CONFLICT HERewith

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF PETAL, MISSISSIPPI:

SECTION 1. That for the purpose of this ordinance, the
following words and phrases shall have the meanings herein:

BULKY REFUSE shall mean discarded appliances, such as
stoves, water tanks, refrigerators (without compressors), deep
freezers (without compressors), air conditioning units (without
compressors), washing machines, and discarded furniture or
similar bulky materials having a weight greater than seventy-five
(75) pounds and/or volume greater than thirty (30) gallons.

CART shall mean the wheeled, plastic container, with a
capacity not in excess of thirty (30) gallons.

CITY shall mean the City of Petal, Mississippi.

CONTAINER shall mean a receptacle made of substantial
material; plastic, plastic bags, moisture-resistant paper bag, or
boxes made of a substantial material so as to prevent easy
breakage when handled.

DIRECTOR shall mean the Mayor of the City of Petal.

DUMPSTER shall mean a metal container used in the mechanical
pickup of garbage and/or refuse having a capacity of four (4) to
ten (10) cubic yards.

FERROUS shall mean materials such as heavy metals, relating
to or containing iron.

GARBAGE shall include every accumulation of both animal and
vegetable matter, liquid or otherwise, that attend the
preparation, use, cooking, dealing in or storage of meat, fish,
fowl, fruits, or vegetables, cans or other containers originally
used for foodstuffs.

HAZARDOUS WASTE shall mean any chemical, compound, mixture,

substance or article which may constitute a hazard to health or
may cause damage to property by reason of being explosive,
flammable, poisonous, radioactive, corrosive, unstable,
irritating, or otherwise harmful.

INDUSTRIAL WASTE shall mean all such refuse peculiar to
industrial, manufacturing or processing plants and may include
hazardous refuse.

NON-FERROUS shall mean materials not containing, including
or related to iron.

NONPUTRESCIBLE shall mean not being putrid, rotten or
odorous, such as limbs, leaves, pine straw, etc.

PERSON shall mean every natural person, firm, partnership,
association or corporation.

PUBLIC PLACE shall mean all government-owned properties and
easements.

PUTRESCIBLE shall mean being rotten or odorous, such as
household or kitchen type garbage.

REFUSE is a comprehensive term meaning something rejected or
discarded as worthless or useless, but not limited to, garbage,
rubbish, trash, industrial or hazardous waste.

RUBBISH/TRASH includes all nonputrescible solid waste except
building material, bulky refuse, hazardous waste and industrial
waste.

SECTION 2. That for the purpose of this ordinance, the
following general information shall have the meanings herein:

A. **EXCLUSIVE COLLECTION** - It shall be unlawful for any
person, other than the City of Petal, to engage in the
business of collecting, removing and disposing of
garbage and rubbish in the city, except those persons
authorized, in writing, by the Director and having
obtained the appropriate licenses and permits from the
city.

B. **JURISDICTION OF THE DIRECTOR** - The removal and final
disposition of all refuse from the premises in the City
shall be under the jurisdiction of the Director.

EXHIBIT "D"
c. RULES AND REGULATIONS TO IMPLEMENT CHANGES - The Director may make such rules and regulations as are not inconsistent with the provisions of this ordinance as may be necessary or desirable to aid in the administration of and obtaining compliance with the provisions of this ordinance.

D. COLLECTION AND DISPOSAL OF INDUSTRIAL WASTE, PATHOGENIC AND RADIOACTIVE WASTE AND SALVAGEABLE MATERIALS:

1. INDUSTRIAL AND HAZARDOUS WASTE: All industrial and hazardous waste shall be disposed of by the industry, manufacturer or processing plant generating such waste under such methods and conditions as set forth by Federal, State and Local regulations.
2. PATHOGENIC AND RADIOACTIVE WASTE: All pathogenic and radioactive waste shall be disposed of by the hospital or institution generating such waste under such conditions as set forth by Federal, State, and Local regulations.
3. SALVAGEABLE MATERIALS FOR RECLAMATION: Persons engaged in collecting or purchasing for resale paper, cardboard, rags, glass, plastic, aluminum, tin cans, ferrous or non-ferrous materials and scrap metals, for reclamation purposes, shall be exempted from the provisions of this ordinance except insofar as regulations of the Health Department, Mississippi Department of Environmental Quality (DEQ) and the Public Services Department apply to maintaining standards of health and cleanliness, preventing nuisances, preventing interference with refuse carts and/or container and preventing littering. Such persons shall be subject to regulations set forth by the Director or his representative.

SECTION 3. That the City of Petal shall have exclusive

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charge of collection, removal and disposition of all garbage, refuse, and rubbish/trash placed on the streets, avenues or alleys of the City of Petal for collection, and no persons other than those under the discretion of the City shall haul or remove any garbage, refuse or rubbish set out on said streets, avenues or alleys for collection, except by the written consent or permission of the Director.

SECTION 4. The following monthly fees are established for the collection, removal and/or disposal of garbage:

- A. For each residence within the City of Petal, the sum of Eight dollars and no cents (\$8.00) per month;
- B. For apartment complexes, of more than two (2) units provided the garbage is maintained and can be collected at one collection place, the sum of Five dollars and no cents (\$5.00) per apartment, per month;
- C. For all duplexes, two (2) apartment units, the sum of Ten dollars and no cents (\$10.00) per duplex, per month, provided the garbage is maintained and can be collected at one collection place;
- D. For mobile home parks, provided all garbage is maintained and can be collected at one collection place, the sum of Five dollars and no cents (\$5.00) per mobile home unit;
- E. For all other garbage collection customers, the sum of Eight dollars and no cents (\$8.00) per month, provided a garbage pickup is not required to be made more than twice in any week;
- F. All persons who are head of the household, being the sole proprietor and only occupant(s) of that residence and who are over age 65, or on disability as determined by either the Veterans Administration or the Social Security Administration, or some other agency of the Federal Government, shall pay the sum of \$4.00 per month for the garbage collection fee established herein, upon proof of said disability or age being

properly presented to the Director of the Sanitation
EXHIBIT Division, or any other designated employee of
the City of Petal, Mississippi.

- G. For other collection services, other than residential (homes/apartments) such as businesses, small industry or those requiring special handling, or more than two (2) collections per week, a fee is to be determined by negotiation with the Director.

SECTION 5. That all householders, residents or tenants and the proprietors or managers of all businesses or houses shall containerize all garbage, refuse, rubbish or yard waste, except as provided in Section 11.

SECTION 6. That it should be the duty of every tenant/owner in possession, charge or control of any premises, where garbage, refuse or rubbish is created or accumulated, at all times to keep or cause to be kept a sufficient number of carts and/or containers for the deposit of garbage, refuse or rubbish generated on the premises.

SECTION 7. That all lids or covers of carts and/or containers shall be tightly closed at all times, other than when refuse is being deposited therein or removed therefrom. Carts and/or containers used for the deposit of refuse for collection by the City shall be in good condition so that collection thereof shall not injure the person collecting the contents. Carts and/or containers having ragged or sharp edges or other defects must be promptly repaired or replaced, as provided for in Section 8.

SECTION 8. That garbage or yard waste containers shall be made of substantial material with tight-fitting covers, plastic bags, moisture-resistant paper bags, or boxes made of substantial material so as to prevent easy breakage when handled. The container shall be kept secure at all times, after filling. Garbage containers shall have not more than thirty (30) gallons capacity each, and a sufficient number of such containers to hold the quantity of garbage or yard waste accumulated shall be

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provided. Garbage, refuse, rubbish or yard waste shall be thoroughly drained before being placed in such containers. Containers will be placed at an appropriate place on the City right-of-way so as not to interfere with postal service and shall not be placed in the street, but located as described in Section 10, so as to be easily accessible for collection. Any container that does not comply with these requirements may be collected along with the trash, rubbish, yard waste or garbage or may be confiscated by the City if used again after the householder, resident or tenant of the place or location at which such noncompliance container was collected or used has been given five (5) days written notice not to use such noncomplying container. The container will be tagged upon noncompliance so as to alert the owner of noncompliance.

SECTION 9. That drums, containers and carts above thirty (30) gallons are prohibited from use as containers for garbage and other refuse.

SECTION 10. That the locations of carts and/or containers and variances from said locations shall be as follows:

- A. Any person desiring to place garbage for collection shall place the carts and/or containers behind the curb line, or paved street line in front of his/her residence or place of business, or on the rear curb line if the property extends to both streets, or in an open public alleyway adjacent to such buildings, if these alleys are straight, continuous from one street to another, and suitable to the collector's trucks on the days designated by the Director or his representative for the collection of garbage or trash.
- B. Where front yards are fenced, carts and/or containers must be placed outside area that is fenced, BUT NOT IN THE STREETS. Sanitation personnel will not enter fenced areas for collection of refuse.
- C. Refuse shall not be placed in close proximity to other personal effects which are not desired to be collected,

but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not.

- EXHIBIT "D"**
- D. Applications for waivers or variances from Section 10, subsections A - C, shall be approved by the Director and filed with the City Clerk.
 - E. Garbage in proper containers will be placed at curbside after 6:00 P.M. on the day preceding day of pickup and container will be removed from curbside before midnight on day of collection. At no time will container be placed at curbside to remain over weekend.

SECTION 11. That the following shall apply to all leaves, grass, pine straw, trimmings, trees, trash and paper:

- A. Leaves, grass cuttings, pine straw and garden trimmings, weeds and roots from which all dirt has been removed shall be deposited in disposable plastic containers, and placed at the rear of the curb or behind the paved street line. Disposable plastic containers for such rubbish shall have tops, ties or other means of preventing spillage, scattering or blowing away of the rubbish, be moisture-proof, kept dry, and be of sufficient strength to contain the refuse without spillage during handling. Disposable plastic containers shall not exceed in size the approximate capacity of a thirty (30) gallon regulation garbage container, which is considered the maximum size for manual lifting by a collector. AT NO TIME SHALL GARBAGE AND TRASH BE MIXED TOGETHER.
- B. Large accumulations of magazines and newspapers shall be bundled and securely tied and placed adjacent to the curb for collection.
- C. Bulky refuse and tree trimmings shall be separated from other refuse and neatly placed adjacent to the front property line immediately behind the curb (BUT NOT IN THE STREETS). Tree trimmings shall not exceed twelve

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(12) inches in diameter. Large accumulations of trees, branches and stumps of a quantity larger than deemed easily collected during ordinary pickup or unbundled trash at any residential unit shall be collected by "special pickup." The customer shall call the City of Petal's Sanitation Division to arrange for said "special pickup," at a negotiated price to be established between the Director and the customer.

- D. All leaves, grass, pine straw, trimmings, trees, trash and paper shall be drained of liquids before being placed in the disposable plastic containers.
- E. Gasoline, solvents, hot ashes, dirt, bricks, concrete, or chemicals are strictly prohibited from being placed in carts and/or containers.

SECTION 12. That the Director may provide for the collection and removal of refuse at times in addition to those when regular collection service is provided.

When nonrecurring or infrequent special services shall be provided, the Director shall have the authority to charge a fee, based upon volume, and the customer shall be informed of such charges in advance of service, and said charges shall be added to the customer's water bill.

The Director may waive the requirement of containerization of trash or yard waste during the Spring or Fall months or after severe weather if excessive accumulation of trash or yard waste so warrants.

SECTION 13. That every nurseryman or other person who cuts trees or trims shrubs or grass as an independent contractor and not as a regular employee of the occupant, or the owner of the premises shall remove or cause to be removed all refuse from the premises serviced by him. In the event that said nurseryman or other contractor fails to remove said cuttings, the owner, occupant or person in charge or control of the premises shall cause said refuse to be privately removed. In cases where the owner, occupant or person in charge or control of the premises

EXHIBIT D
If the contractor fails to have removed said refuse, the City shall initiate the necessary action to have the refuse removed, and the customer shall be charged in accordance with Section 12 and the customer will be informed of such charge in advance of removal by the City, and said charge shall be added to the customer's water bill.

SECTION 14. That the responsibility for removal of building debris and restrictions for waste at construction sites shall be as follows:

- A. It shall be the responsibility of the contractor, whether the contractor is the property owner or not, to declare his or her intent, in writing, prior to receiving a City Building Permit, as to the removal and disposal of debris. If the contractor elects to have the City remove said debris, it shall be the responsibility of the Building Inspector or his designee to contact Director to determine charges and responsible person before issuance of Building Permit, whether the contractor is the property owner or not.
- B. It shall be the responsibility of the contractor at a building, remodeling or construction site to cause to be removed and disposed of debris, including, but not limited to, scrap lumber, plaster, carpet, roofing, concrete, brickbats, papers and other types of construction debris generated as a result of construction, repair, remodeling or demolition of any building on private property, at an approved dump site.
- C. Dirt, mud, construction material or other debris deposited upon any public right-of-way or street as a result of construction or demolition shall be removed by the contractor (whether owner or not) by the end of each day.
- D. Dirt, mud, construction materials or other debris deposited upon any private property (aside from dirt used as fill material) as a result of construction or

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demolition shall be confined to the site and removed by contractor (whether owner or not) upon completion of the job.

- E. All refuse or other such material generated at loading dock sites or other commercial sites on private property must be collected in an enclosed container or in an enclosed area. The number and size of such containers must be adequate for such collection. If the container has lids or doors it should be closed and tightly secured, except when such material is being loaded or unloaded, so that littering or scattering of such debris outside the confines of such site is prevented.

SECTION 15. That it shall be unlawful for any person to dispose of or cause to be disposed of any refuse or other waste materials upon any property other than a City approved disposal site.

SECTION 16. That the handling, collection and disposition of all garbage, refuse, rubbish, and waste shall be subject to the regulations of the Mississippi Health Department and Mississippi Department of Environmental Quality (DEQ).

SECTION 17. That it shall be unlawful for any person, organization, firm or corporation to abandon or place out-of-doors on any lot, tract, parcel of ground, right-of-way, or area where children may be playing or may have access in the City limits, refrigerators, deep freezers or other similar containers from which, upon closing, air is prevented from reaching the interior; however, such appliances may be disposed of in any solid waste disposal site meeting all city, county, state and federal regulations. Such containers may be placed out for special pickup, if meeting all state, federal and local laws pertaining to these items by calling the Director.

SECTION 18. That it shall be unlawful for any person to violate any provision of this Ordinance. Such violation shall be a misdemeanor and shall be punishable by a fine of not more than

One Thousand Dollars (\$1,000.00) or imprisonment for a term not exceeding Ninety (90) Days, or by both such fine and imprisonment in the discretion of the municipal judge. If a violation is continuing, each day's violation shall be deemed a separate offense.

SECTION 19. That it is hereby declared to be the intention of the governing authorities of the City of Petal, Mississippi, that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if the implementation of any phrase, clause, sentence, paragraph or section of this Ordinance shall be postponed, such postponement shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

SECTION 20. Ordinances 1979 (44-G) and 1983 (55) are hereby specifically repealed. Any and all other Ordinances in conflict herewith be and the same are hereby repealed or appropriately amended in conformity herewith.

SECTION 21. This Ordinance shall take effect and be in force, within the time and manner provided by law.

The above and foregoing Ordinance repealing Ordinances 1979 (44-G) and 1983 (55) and for related purposes, having been reduced to writing, the same was introduced and read and a vote was taken thereon, first section by section and then upon the foregoing Ordinance as a whole, with the following results:

Those present and voting "Aye" and in favor of the passage, adoption and approval of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 of the foregoing Ordinance:

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W. RUNNELS
ALDERMAN LEROY SCOTT

Those present and voting "Nay" or against the passage, adoption and approval of Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 of the foregoing Ordinance:

NONE

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Those present and voting "Aye" and in favor of the adoption of the foregoing Ordinance as a whole:

ALDERMAN RAYMOND C. BRANDLE
ALDERMAN WILLIAM H. CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN BOBBY W. RUNNELS
ALDERMAN LEROY SCOTT

Those present and voting "Nay" or against the adoption of the foregoing Ordinance as a whole:

NONE

Whereupon, the foregoing Ordinance be, and the same is hereby passed, adopted and approved on this, the 5th day of October, A.D., 1993.


JACK GAY, JR., MAYOR

ATTEST:


PRISCILLA C. DANIEL
CITY CLERK

PUBLISH (1) ONE TIME: OCTOBER 13, 1993

THIS

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