

CITY OF PETAL  
MINUTE BOOK 37

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON OCTOBER 16, 2018 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
ATTORNEY	ROCKY EATON
ALDERMEN	BRAD AMACKER CRAIG BULLOCK DAVID CLAYTON TONY DUCKER WILLIAM KING CLINT MOORE
OTHERS	ADA MADISON VALERIE WILSON BERNARD JACKSON OTHERS

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

THE INVOCATION WAS OFFERED BY BRAD AMACKER

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

Request to accept the resignation of Arimis Hall in the Recreation Dept effective Oct. 4, 2018.

Request to accept the resignation of Dalton Hiatt in the Water Dept effective Oct. 30, 2018.

Request to terminate Cody Norris in the Water Dept effective immediately.

Request to set a zoning hearing date of Nov. 13, 2018 at 6:00 p.m. for property located at 419 S Main St.

ORDERS & ORDINANCES

Request to adopt order hiring Keith Wright full time in the Water Dept at a rate of \$11.00 per hour effective Oct. 30, 2018.

Request to adopt order hiring Trevor Thorla full time in the Water Dept at a rate of \$11.00 per hour effective Oct. 22, 2018.

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE THE MINUTES OF THE PUBLIC HEARING AND THE REGULAR MEETING OF OCTOBER 2, 2018.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE PUBLIC HEARING AND THE REGULAR MEETING OF OCTOBER 2, 2018 AS WRITTEN. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT.

THEREUPON, CAROLYN JORDAN ADDRESSED THE BOARD CONCERNING VISIBILITY AT S GEORGE ST AND W 7<sup>TH</sup> AVE. TREES ARE BLOCKING THE VIEW FROM THE STOP SIGN.

MAYOR MARX ADVISED THAT HE WOULD HAVE THE STREET DEPARTMENT TAKE A LOOK.

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTION AMENDING THE BUDGET FOR FY2018-2019

EXHIBIT "A"

RESOLUTION

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO EXTEND THE CONTRACT WITH WASTE PRO FOR ONE YEAR.

THEREUPON, ALDERMAN KING MADE A MOTION TO EXTEND THE CONTRACT WITH WASTE PRO FOR GARBAGE PICKUP FOR ONE YEAR. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF JASON GARDNER IN THE FIRE DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF JASON GARDNER IN THE FIRE DEPT EFFECTIVE OCT. 18, 2018. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE CONTRACT WITH OWENS BUSINESS MACHINES FOR A COPIER IN CITY HALL.

EXHIBIT "B"

AGREEMENT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE CONTRACT WITH OWENS BUSINESS MACHINES FOR A COPIER IN CITY HALL PER STATE CONTRACT. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK

ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY C B DEVELOPERS INVOICE IN THE AMOUNT OF \$47,254.00 FOR EMERGENCY REPAIRS AT CENTRAL AVE. AND HILLCREST LOOP

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY C B DEVELOPERS INVOICE IN THE AMOUNT OF \$47,254.00 FOR EMERGENCY REPAIRS AT CENTRAL AVE AND HILLCREST LOOP PER SHOWS, DEARMAN & WAITS RECOMMENDATION. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF JUSTIN YAWN IN THE POLICE DEPT

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE RESIGNATION OF JUSTIN YAWN IN THE POLICE DEPT EFFECTIVE OCT. 24, 2018. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PLANNING COMMISSION RECOMMENDATION TO GRANT A SIDE SETBACK VARIANCE FOR PROPERTY LOCATED AT THE INTERSECTION OF KOLA ST AND E CHERRY ST.

THEREUPON, ALDERMAN KING MADE A MOTION TO GRANT A VARIANCE ON SIDE SETBACKS FOR PROPERTY LOCATED AT THE INTERSECTION OF KOLA ST AND E CHERRY ST PER THE PLANNING COMMISSION RECOMMENDATION. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED AN EMERGENCY RESPONSE PLAN FOR THE WATER DEPT

EXHIBIT "C"

EMERGENCY RESPONSE PLAN

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE EMERGENCY RESPONSE PLAN FOR THE WATER DEPT. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON

ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST SERVICES BILLED TO 106 W CENTRAL AVE AS FOLLOWS DUE TO A LEAK

- WATER - \$651.00
- SEWER - \$247.00
- SALES TAX - \$45.57

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO MAKE THE FOREGOING ADJUSTMENTS TO SERVICES BILLED TO 106 W CENTRAL AVE. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST SERVICES BILED TO 226 E CENTRAL AVE AS FOLLOWS DUE TO A LEAK

- WATER - \$890.00
- SEWER - \$345.00
- SALES TAX - \$62.30

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO MAKE THE FOREGOING ADJUSTMENTS TO SERVICES BILLED TO 226 E CENTRAL AVE. ALDERMAN MOORE SECONDED THE MOTION.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 413 MCINNIS ST DUE TO A LEAK

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 413 MCINNIS ST IN THE AMOUNT OF \$168.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF SEPTEMBER 2018

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF SEPTEMBER 2018. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF ARIMIS HALL IN THE RECREATION DEPT  
THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF ARIMIS HALL IN THE  
RECREATION DEPT EFFECTIVE OCT 4, 2018. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF DALTON HIATT IN THE WATER DEPT  
THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF DALTON HIATT IN THE  
WATER DEPT EFFECTIVE OCT 30, 2018. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO TERMINATE CODY NORRIS IN THE WATER DEPT  
EFFECTIVE IMMEDIATELY

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO TERMINATE CODY NORRIS IN THE WATER DEPT  
EFFECTIVE OCTOBER 9, 2018. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A ZONING HEARING DATE FOR PROPERTY  
LOCATED AT 419 S MAIN ST

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO SET A HEARING DATE OF NOVEMBER 13, 2018 AT  
6:00 P.M. FOR PROPERTY LOCATED AT 419 S MAIN ST. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR T J BURKHALTER TO ATTEND TANK CAR SPECIALIST  
CLASS IN PUEBLO, CO

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE T J BURKHALTER TO ATTEND TANK CAR  
SPECIALIST CLASS IN PUEBLO, CO ON OCT 14-20, AT NO COST. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR MELISSA MARTIN AND LYNN CAMPFIELD TO ATTEND MIMA TRAINING IN BILOXI, MS ON OCTOBER 17, 2018

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE MELISSA MARTIN AND LYNN CAMPFIELD TO ATTEND MIMA TRAINING IN BILOXI, MS ON OCTOBER 17, 2018 AT A COST OF MILEAGE ONLY. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER TRANSFERRING CHANSITY CROWELL TO FULL TIME IN THE RECREATION DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF PETAL DEEM IT NECESSARY TO  
HIRE A FULL TIME WORKER IN THE RECREATION DEPT

IT IS HEREBY ORDERED THAT CHANSITY CROWELL BE  
TRANSFERRED TO FULL TIME IN THE RECREATION DEPT  
AT A RATE OF \$9.50 PER HOUR EFFECTIVE OCTOBER 24, 2018

SO ORDERED THIS THE 16<sup>TH</sup> DAY OF OCTOBER 2018

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER PAYING CHRIS SHOWS AN ADDITIONAL \$1.00 PER HOUR FOR MECHANIC DUTIES

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF PETAL DEEM IT NECESSARY TO  
INCREASE THE RATE OF PAY FOR CHRIS SHOWS

IT IS HEREBY ORDERED THAT CHRIS SHOWS BE  
RAISED TO \$11.15 PER HOUR TO COMPENSATE  
FOR MECHANIC DUTIES EFFECTIVE OCTOBER 10, 2018

SO ORDERED THIS THE 16<sup>TH</sup> DAY OF OCTOBER 2018

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING KEITH WRIGHT FULL TIME IN THE WATER DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF PETAL DEEM IT NECESSARY TO  
HIRE A FULL TIME LABORER IN THE WATER DEPT

IT IS HEREBY ORDERED THAT KEITH WRIGHT BE  
HIRED FULL TIME IN THE WATER DEPT AT A  
RATE OF \$11.00 PER HOUR EFFECTIVE  
OCTOBER 30, 2018

SO ORDERED THIS THE 16<sup>TH</sup> DAY OF OCTOBER 2018

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN DUCKER  
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING TREVOR THORLA FULL TIME IN THE WATER DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF PETAL DEEM IT NECESSARY TO  
HIRE A FULL TIME LABORER IN THE WATER DEPT

IT IS HEREBY ORDERED THAT TREVOR THORLA  
BE HIRED FULL TIME IN THE WATER DEPT AT A  
RATE OF \$11.00 PER HOUR EFFECTIVE OCT 22, 2018

SO ORDERED THIS THE 16<sup>TH</sup> DAY OF OCTOBER 2018

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN CLAYTON  
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A CERTIFICATE OF ATTENDANCE FOR MICHELLE STREBECK

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE CERTIFICATE OF ATTENDANCE FROM  
COURT CLERK CONFERENCE FOR MICHELLE STREBECK. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR FURTHER PUBLIC COMMENT

THEREUPON, VALERIE WILSON ANNOUNCED THE VETERAN'S DAY COOKOUT @ SR CENTER ON NOVEMBER 11, 2018 FROM 12:30 P.M. – 2:00 P.M.

THEREUPON, BRIAN HALL ANNOUNCED THAT THE RECREATION DEPT WILL STILL BE HAVING A VETERAN'S DAY PROGRAM AND THEY ARE TAKING NOMINATIONS FOR VETERANS HONOR.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADJOURN THE REGULAR MEETING OF OCTOBER 16, 2018. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON  
ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE

THOSE PRESENT AND VOTING "NAY"

NONE

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED.



  
MAYOR HAL MARX



**RESOLUTION**

BE IT RESOLVED AND ORDERED, by the Mayor and Board of Aldermen of the City of Petal, Mississippi as follows:

That pursuant to Section 21-35-25 of the Mississippi Code of 1972, annotated and amended, the year commencing October 1, 2018 and ending September 30, 2019 requires amending and,

WHEREAS, by Section 21-35-25, the Mayor and Board of Aldermen do hereby amend the 2018-2019 fiscal budget as follows:

<b>FUND</b>	<b>INCREASE (DECREASE) BUDGET</b>	<b>REASON</b>
<b>EXPENSES – GENERAL FUND</b>		
RECREATION PERSONNEL	(7300.00)	PART TIME POSITION
RECREATION SERVICES	800.00	TELEPHONE/REPAIRS
RECREATION CAPITAL OUTLAY	6500.00	IMPROVEMENT
<b>TOTAL EXPENSES</b>	<b>-0-</b>	

WHEREAS, upon adoption, the City Clerk will cause this Resolution to be published as required by Section 21-35-25.

Those present and voting “AYE” and in favor of the Passage, adoption and approval of the Foregoing Resolution:

Alderman Brad Amacker  
Alderman Craig Bullock  
Alderman David Clayton  
Alderman Tony Ducker  
Alderman William King  
Alderman Clint Moore

Those present and voting “NAY” or against the adoption of the Resolution.

None

WHEREAS, the foregoing Resolution was duly passed, adopted and approved on this the 16<sup>TH</sup> day of October, A. D., 2018.

CITY OF PETAL, MISSISSIPPI

  
HAL MARX, MAYOR

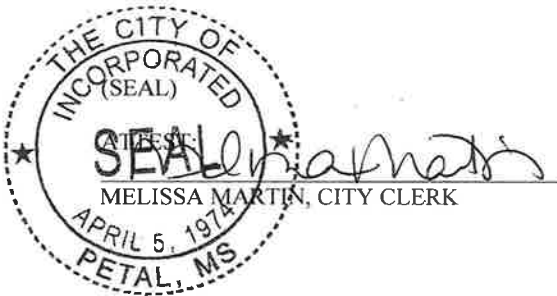


EXHIBIT "B"

Revised Date: February 2017

Revised Date: February 2017

RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES  
AND VENDORS  
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Petal (hereinafter referred to as Customer), and Ovens Business Machines, Inc. (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees; arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing. If the transfer is at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name Sam Hogue  
Title Marketing Representative  
Address 2108 Hardy Street  
City, State, & Zip Code Hattiesburg, MS 39401

For the Customer:

Name Melissa Martin  
Title City Clerk  
Address 119 West 8th Avenue  
City, State, & Zip Code Petal, MS 39465

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi, or is declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

EXHIBIT "B"

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security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. **RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier destruction. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed in an audit arising out of or related in any way to this Agreement.

22. **EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. **TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. **MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. **WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. **E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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Revised Date: February 2017

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 9th day of October, 2018.

Vendor: Owens Business Machines, Inc.

By: [Signature]  
Authorized Signature

Printed Name: Sam Hogue

Title: Marketing Representative

Witness my signature this the 16th day of October, 2018.

Customer: City of Petal

By: [Signature]  
Authorized Signature

Printed Name: Melissa Martin

Title: City Clerk

EXHIBIT A  
RENTAL AGREEMENT  
FOR USE BY  
MISSISSIPPI AGENCIES AND VENDORS  
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200036140

Vendor Company Name: Owens Business Machines, Inc.

Customer Agency Name: City of Petal

Bill to Address: P. O. Box 564, Petal, MS 39465

Ship to Address:  
City Hall  
119 West 8th Avenue  
Petal, MS 39465

Description of Equipment, Software, or Services	Price
Canon imageRUNNER ADVANCE C553511	\$260.00 / Month
Staple Finisher Y1, Buffer Pass Y1	
Cassette Feeding Unit AM1	
2/3 Hole Puncher Unit A1	
Delivery Schedule and Installation Date: Oct. 25, 2018	

Rental Term: (Number of Months) 48 Months  
Start Date: 11/01/2018  
End Date: 10/31/2022

Modifications: There is a charge of .0081 for B/W copies and .041 for Color copies to cover parts, labor, toners and drum units. We will waive the state contract installation fee.

[Signature]  
Vendor Signature

[Signature]  
Customer Signature

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EXHIBIT "C"

OCTOBER 2018

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**Water System  
Emergency Response Plan  
Template**

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*Version 2010*

Provided by  
**Mississippi State Department of Health  
Bureau of Public Water Supply**

Special thanks to  
**Community Resources Group, Inc.**  
For providing this document which  
has been modified to meet the needs of  
Mississippi's public water systems

**Water System Emergency Response Plan**

**Section I.  
General ERP Statement**

- 1.01 Pursuant to guidance from U.S. EPA and in compliance with Section 1433 of the Safe Drinking Water Act and the Emergency Planning and Community Right-to-Know Act, City of Petal has adopted the following Emergency Response Plan to serve as a guide to the management and other staff in responding to an emergency event. Should such an event occur, board members, employees, and other agents of the system shall use this ERP as a guide and their best judgment in preparing an appropriate response. The water system ERP shall be reviewed by the board each year and updated as needed.

**Section II.  
General Workplace Safety Policy Statements**

- 2.01 **General Policy Statement**  
Pursuant to Occupational Health and Safety Administration regulations and other federal and state laws, it is the policy of the water system to provide employees with safe and healthy working conditions. It is the Policy of the water system that employees and other agents performing work for the system adhere to the following policy statements in an effort to minimize the chance of workplace accidents which can result in injuries or death to employees or others.
- 2.02 **Reporting Workplace Hazards**  
The water system requires all employees to report existing and potential hazards as soon as practical to the Certified Operator. It is the responsibility of the water system Board to take every reasonable measure to remove or warn employees about the reported hazards.
- 2.03 **Contact List Posting**  
Copies of the water system ERP Contact List shall be posted at the water office as well as in every service truck or other vehicle owned or operated by the water system.
- 2.04 **Safety Equipment Use**  
Individual Safety Equipment supplied by the system or safety components of equipment used by the employees of the water system including but not limited to seat belts, emergency flashing lights, hard hats, safety goggles, traffic cones or barricades, self contained breathing apparatuses, safety harnesses, or other equipment shall be used accordingly. Alteration or removal of any equipment or vehicle's safety device components including but not limited to seat belts, emergency flashing lights, emergency engine kill switches, weight sensitive seat kill switches, or other components is strictly forbidden.
- 2.05 **Notification of Injuries**  
Employees must inform the Certified Operator of any on-the-job injury or accident requiring first aid or medical attention, whether or not worktime is lost. The Certified Operator will in turn conduct an investigation of any job-related injury or illness requiring a doctor's care. Injuries that require only first aid and result in no loss of production or worktime will be investigated by the Certified Operator who will in turn submit a written report to the Board.
- 2.06 **Confined Entry - Climbing Prohibition**  
Employees lacking proper training or OSHA certification are prohibited from entering a confined vessel including but not limited to ground storage water tanks, hydropneumatic water tanks, water standpipes, or elevated tanks. Employees are also prohibited from climbing water standpipes or elevated tanks without a safety line, and harness and in the absence of another employee on the ground.

**Section III.  
General Emergency Response Procedures**

- 3.01 **General Emergency Procedures Statement**  
It is recommended that the water system employees adhere to the following steps in responding to all emergency event that threaten the system, its employees, its customers, and / or its ability to maintain pressure and to supply potable water in compliance of federal / state drinking water standards.
- 3.01.1 Identify the threat to the public, customers, employees, and / or other system assets.
  - 3.01.2 Take appropriate actions to prevent injuries and / or the loss of life.
  - 3.01.3 Take appropriate actions to prevent additional injuries and / or damage.
  - 3.01.4 Complete repairs based on priority demand.
  - 3.01.5 Return water system to normal operational levels.
  - 3.01.6 Evaluate effectiveness of the ERP in providing guidance to this emergency event.
  - 3.01.7 Revise the ERP as necessary to improve guidance for future events of this type.

**Section IV.  
Accident Procedures**

- 4.01 **Accidents Involving Employee**  
In the event of a workplace related accident causing injury to an employee of the water system, any nearby uninjured employee shall attempt to assess the severity of the injury and determine if an Emergency Response is necessary. If emergency aid is required, the uninjured employee shall contact the appropriate emergency response by dialing 911 and giving the dispatcher specific information related to the accident, location, and nature of the injured employee's injuries. As soon as possible, the Certified Operator should contact the water system's insurance carrier (if the system has workers compensation insurance).
- 4.02 **Accidents Involving Others**  
In the event of an accident causing injury to someone other than an employee of the water system but involving an employee while on the job, the employee shall contact emergency response as soon as practical by dialing 911. The employee should give the dispatcher specific information related to the accident, location, and nature of the injuries involved. As soon as possible, the Certified Operator should contact the water system's insurance carrier and attorney. All employees shall refrain from making statements or admissions of wrong-doing without first consulting the water system's attorney.

**Section V.  
Natural Disasters**

- 5.01 **Natural Disasters**  
In the event of an impending weather related warning or advisory including a Thunderstorm, Tornado, Hurricane, Winter Storm, Flooding, or other natural disaster, the Certified Operator should ensure that the water system is adequately prepared by securing facilities, equipment, and ensuring reasonable protection for the system employees. If a sustained electrical outage is expected, the Certified Operator should coordinate efforts with the County Emergency Management Coordinator and the Mississippi Emergency Management Agency to obtain electrical generators necessary temporarily restore power to water wells, booster pumps, and treatment plants. As soon as possible after the immediate danger has ended, the Certified Operator should have the employees of the water system to conduct a damage assessment of the water system. If the damage has caused or will cause a water outage, steps should be taken to restore water pressure as soon as possible and to issue a boil water notice.

**Section VI.  
External Emergencies**

- 6.01 **External Emergencies**  
In the event of an external emergency which threatens the water system, the Certified Operator and other system employees should ensure that the probability of damage and or contamination of the water system or injury to the employees of the water system is minimized. Such events including an accidental chemical release, nuclear or other radiological release, natural gas or petroleum leak or fire, wildfire, riots or strikes, an act of terrorism or other external emergencies have the possibility of threatening the property, employees, customers, and mission of the water system. In the event of such emergency, the Certified Operator should establish communication and with the County Emergency Management Coordinator and other emergency response agencies to aid in the development of a plan to mitigate any possible damage or threat to the water system.

EXHIBIT "C"

this document is permitted to only authorized government agencies as required by law and to the County Emergency Management Coordinator.

Section VII.  
Internal Emergencies

7.01 Internal Emergencies

In the event of an internal emergency which threatens the water system, the Certified Operator and other system employees should ensure that the probability of damage and or contamination of the water system, injury to employees, or injury to the public is minimized. Such events including an accidental chlorine release, fire, major water line break, or other internal emergencies have the possibility of threatening the property, employees, customers, and mission of the water system. In the event of such emergency, the Certified Operator should establish communication and with the County Emergency Management Coordinator and other emergency response agencies to aid in the development of a plan to mitigate any possible damage or threat to the water system, its employees, customers, or the public.

Section VIII.  
Threats and Hoaxes

8.01 Threats and Hoaxes

With the receipt of a verbal, written, or rumored threat to the water system, the Certified Operator and other system employees should consider the threat to be real until proven otherwise. Such threats including but not limited to the use of firearms, explosives, weapons of mass destruction, other weapons, and the threat of contaminating the water supply should be taken seriously. Law enforcement officials should be notified of the threat as soon as possible and steps should be taken immediately to protect the water system, its employees, and its customers. If a threat related to introducing contaminants into the potable water supply, steps should be taken to immediately notify the Bureau of Public Water Supply and the Mississippi Emergency Management Agency (designated Homeland Defense State Coordinating Agency) in addition to shutting off the supply of water and issuing a "Do Not Drink" notice to the customers of the water system. A thorough inspection of the water system should be implemented as soon as possible in addition to obtaining water samples at the source, storage tanks, and distribution system. Only after analytical tests have proven that no contaminants have been introduced into the water or under order from the MSDH - Bureau of Public Water Supply, should the water system be re-pressurized and the "Do Not Drink" notice lifted.

Section IX.  
Contamination and Waterborne Disease Outbreaks

9.01 Contamination and Waterborne Disease Outbreaks

Pursuant to the water system Standard Operating and Maintenance Procedures and to the MSDH Operator Minimum Guidelines, the Certified Operator of the water system and other designated employees shall routinely test the disinfectant level residual of the water at the source, storage, and distribution systems. Furthermore, if the free chlorine residual level drops below 0.2 mg/l, the Certified Operator and employees shall take steps to increase the residual including the flushing of lines and raising the chlorine dosage rate and if necessary shock-chlorinating the water. However, if it is suspected that the water system has become contaminated because of increased aesthetic water quality complaints particularly related to unusual odor in the water or by reports of an increase in acute gastrointestinal illnesses or other suspicious illnesses of consumers of water supplied by the system, the Certified Operator shall contact the MSDH - Bureau of Public Water Supply as soon as possible. Increased water quality monitoring should be implemented and if necessary, a thorough inspection of the system's water tanks, backflow prevention devices, and other actions recommended by MSDH should be implemented. If it is suspected that the contamination is a result of intentional sabotage or an act of terrorism, the Certified Operator shall contact the Mississippi Emergency Management Agency as soon as possible.

Section X.  
Water Outages

10.01 Water Outages

Pursuant to the water system's Standard Operating and Maintenance Procedures and MSDH requirements, a minimum of 20 psi should be maintained throughout the distribution system at all times. Should a major line break, power outage, telemetry failure, or other unintentional or intentional event that results in a sustained pressure of less than this minimum threshold occur, the Certified Operator should coordinate with MSDH - Bureau of Public Water Supply in the issuance of a voluntary Boil Water Notice. Furthermore, bacteriological samples should be taken from the affected areas of the system and if necessary, appropriate actions to increase the disinfectant level by adjusting the chlorine dosage rate or shock treatment should be completed. Only

after samples have been analyzed and determined to be clear of total coliform should the Certified Operator lift the Boil Water Notice to the affected areas of the system.

Section XI.  
Security Measures

11.01 Process-Oriented Security Measures

It is the policy of the water system that necessary measures are employed at all times to reduce the possibility of intentional damage to the water system's physical plant, office, vehicles and other equipment. All water well sites, tank sites, treatment plant sites are considered restricted areas. Only the payment window vestibule area and board room (only during board meetings) at the water office are not restricted areas. Only authorized employees of the water system may enter restricted areas unaccompanied. All other people are required to be accompanied by an authorized employee of the water system at all times while in restricted areas. Furthermore, all visitors to restricted areas shall be required to sign-in at the water office prior to be accompanied to a restricted area. All restricted areas shall be visibly marked "Restricted Area / Authorized Personnel Only" and shall be kept locked and secure at all times when an employee is not onsite. Other security measures shall also be followed to prevent the unauthorized use, theft, or damage to water system property. Employees shall remove keys from vehicles when not in use and lock doors to vehicles (and tool supply storage boxes) at night and when attending meetings or training events. Keys to other equipment shall be removed when not in use and additional measures employed to prevent the unauthorized use, theft, or damage. Computers shall be password protected and should be turned off at the close of each business day.

11.02 Security Barriers

Physical and passive security barriers shall be maintained to provide reasonable protection of the water system's assets. All wells, tanks, treatment plants, and pipe / maintenance yards shall be fenced at a minimum height of 72" and include either rolled concertina or barbed wire headers. Gates shall be kept operational and shall be locked with single locks only with only authorized system employees having keys. All doors to buildings, control panels, treatment plant rooms, chemical storage rooms / buildings, and electrical control boxes shall be locked at all times. Anti-climb barriers shall be installed on elevated tanks and stand pipes. Passive barriers including motion-activated exterior security lights shall be installed and maintained at the water office and the treatment plant. All facilities including wells, tanks, treatment plants, and the water office and other buildings shall have security night lights. Other passive barriers including keeping brush and vegetation off of or hanging over fences shall be implemented.

Section XII.  
Recovery Plan

12.01 Recovery Plan

In the event of an emergency that causes catastrophic damage to the water system, the Certified Operator shall coordinate with the system's insurance carrier and if applicable with the County Emergency Management Coordinator in the development of a recovery plan to return the system to normal operations as soon as possible. The Certified Operator shall also be responsible for giving periodical updates to the Board, to the news media, and to customers during the recovery phase of an emergency. Assistance from outside contractors as well as mutual aid providers shall be requested as necessary to expedite recovery operations.

Section XIII.  
Emergency Response Training and Drilling

13.01 Contamination and Waterborne Disease Outbreaks

It is the policy of the water system that the management and other system employees have the knowledge and the skills necessary to effectively function during an emergency crisis. The Certified Operator shall ensure that other employees of the system have adequate training opportunities made available. Periodically, the Certified Operator should conduct practice exercises and mock emergency drills to ensure the proper response and readiness of system personnel in handling emergency situations. It is recommended that the Certified Operator involve other local / state agencies as well as neighboring water systems and mutual aid providers in the planning, coordination, and participation in these exercises.

Section XIV.  
ERP Confidentiality

14.01 ERP Confidentiality

The water system Emergency Response Plan is a controlled document not intended for release to the general public. Every effort shall be made to keep the contents of this ERP confidential and prevent its intentional or unintentional release to others who may use it to identify weaknesses or procedural errors that can be exploited to cause harm to the water system. Release of

Section XV.  
Appendix Forms

15.01 Appendix Forms

The following Appendix Forms are an integral component of the water system Emergency Response Plan and shall be used in the execution of the aforementioned procedures. Furthermore, copies of all completed forms shall be kept on permanent file at the water office.

1. Emergency Response Plan Contact List
2. Water System Restricted Area Visitor Log
3. Telephone Threat Checklist
4. Suspicious Activity Report
5. FEMA Request for Public Assistance Form 90-135
6. FEMA Potential Subgrantee Preliminary Damage Assessment Form 90-49
7. Policy Certification Form

Emergency Response Plan Contact List

1.0	Water System Contacts	Name	Title	Phone	Alternate
1.01	Water Office	MELISSA MARTIN	CITY CLERK	601-545-1776	
1.02	Board Members	STEVE STANKE	ALDERMAN	601-545-1776	
		DAVID CLAYTON	ALDERMAN	601-545-1776	
		BRAD AMAKEE	ALDERMAN	601-545-1776	
		WILLIAM KING	ALDERMAN	601-545-1776	
		CRAG BULLOCK	ALDERMAN	601-545-1776	
		TONY DUCKER	ALDERMAN	601-545-1776	
		CLINT MOORE	ALDERMAN	601-545-1776	
1.03	Employees	DONALD WAGERS	WATER OPERATOR HEAD	601-335-4822	
		ELI LEWIS	SUPERVISOR	601-684-1885	
		DEVIN WALKY	LABOR	601-335-4824	
		DAVID HATT	LABOR	601-684-4236	
		JOSH ARNOLD	LABOR	601-927-9632	
		ROCKY EATON	CITY ATTORNEY ASSOCIATE	601-336-6456	
1.04	Attorney	JOHN WEEKS	ENGINEER	601-270-5260	
1.05	Engineer				
1.06	Insurance Carrier	THE POLICY CO.			
2.0	Emergency Response Contacts	Name	Title	Phone	Alternate
2.01	Law Enforcement	LEONARD FULLER	POLICE CHIEF	601-591-5331	
2.02	Fire Department	JOE HENARY	FIRE CHIEF	601-520-1260	601-705-0908
2.03	Emergency Medical Service	AFA	AMBULANCE		
2.04	County Emergency Management	GLEN MOORE TERRY GREEN	FORREST CO EMER MANAGER	601-310-2836	
2.05	County Health Department	FORREST CO. HD	HEALTH DEPT	601-583-6291	
2.06	MSDH-Bureau of Water Supply	KAREN WALTERS	MSDH		
2.07	MEMA				
2.08	MS DEQ	JEROME RUOCCO	MS DEQ	601-961-5094	
2.09	HAZ-MAT Response Team				
2.10	MS State Highway Patrol				
2.11	FBI Field Office				



EXHIBIT "C"

Suspicious Activity Report

In the event personnel from your water system (or neighbors of your water system) observe suspicious activity, use the following checklist to collect as much detail about the nature of the activity.

**1. Types of Suspicious Activity:**

Breach of security systems (e.g., lock out, door forced open)

Changes in water quality noticed by customers (e.g., change in color, odor, taste) that were not planned or announced by the water system

Unauthorized personnel on water system property.

Other (explain)

Presence of personnel at the water system at unusual hours

**2. Water System Identification:**

Name:  
Address:  
Telephone:  
PWS Owner or Manager's Name:

**3. Alternate Water Source Available: Yes/No** *If yes, give name and location:*

**4. Location of Suspicious Activity:**

Distribution Line  Water Storage Facilities  Treatment Plant  Raw Water Source  Treatment Chemicals

Other (explain):

**5. If Breach of Security, What was the Nature of the Breach?**

Lock was cut or broken, permitting unauthorized entry.  
Specify location

Lock was tampered with, but not sufficiently to allow unauthorized entry.  
Specify location

Door, gate, window, or any other point of entry (vent, hatch, etc.) was open and unsecured  
Specify location

Other  
Specify nature and location

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY ADJUSTER PRELIMINARY DAMAGE ASSESSMENT		NATIONAL FLOOD INSURANCE PROGRAM	D.M.B. No. 1660-0005 Expires September 30, 2010
<p><b>Privacy Act Statement</b></p> <p>The information requested is necessary to process the subject loss. The authority to collect the information is Title 42, U.S. Code, Section 4001 to 4028. It is voluntary on your part to furnish the information. However, omission of an item may preclude processing of the form. The information will not be disclosed outside of the Federal Emergency Management Agency, except to the servicing agent, acting as the government's fiscal agent, to claims adjusters to enable them to confirm coverage and the location of insured property; to certain Federal, State, and Local Government agencies for determining eligibility for benefits and for verification of renotification of benefits; to the Department of Justice for purposes of litigation or as required by law; and by State and Local agencies for acquisition and relocation-related projects, consistent with the National Flood Insurance Program and consistent with the routine uses described in the program's system of record. Failure by you to provide some or all of the information may result in delay in processing or denial of this claim and/or application.</p> <p><b>Paperwork Burden Disclosure Notice</b></p> <p>Public reporting burden for this form is estimated to average 15 minutes per response. The burden estimate includes the time, effort or financial resources expended by persons to generate, maintain, retain, disclose, or provide information to the Mitigation Division or its agent. You are not required to respond to this collection of information unless a currently valid OMB control number and expiration date is displayed in the upper right corner of the form. Send comments regarding the accuracy of the burden estimate and suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, S.W., Washington, DC 20472, Paperwork Reduction Project (1660-0005). NOTE: Do not send your completed form to this address. Send completed forms to: NFIP Bureau &amp; Statistical Agent, Certification Coordinator, P.O. Box 310, Lanham, MD 20706-0310.</p>			
WVO COMPANY	DATE OF LOSS	ADJUSTER	FICO NUMBER
<p>This form is to be used for advisory purposes in helping FEMA and communities identify potentially substantially damaged buildings. The adjuster will use "replacement cost" when completing this form; however, the community is required under the National Flood Insurance Program to use "market value" in determining substantial damage.</p> <p><b>PLEASE PRINT LEGIBLY</b></p>			
POLICY HOLDER		POLICY NUMBER	
PROPERTY ADDRESS (include zip code)			
**PROBABLE REPAIR COST	BUILDING REPLACEMENT COST VALUE	BUILDING ACTUAL CASH VALUE	
\$	\$	\$	
POLICY HOLDER		POLICY NUMBER	
PROPERTY ADDRESS (include zip code)			
**PROBABLE REPAIR COST	BUILDING REPLACEMENT COST VALUE	BUILDING ACTUAL CASH VALUE	
\$	\$	\$	
POLICY HOLDER		POLICY NUMBER	
PROPERTY ADDRESS (include zip code)			
**PROBABLE REPAIR COST	BUILDING REPLACEMENT COST VALUE	BUILDING ACTUAL CASH VALUE	
\$	\$	\$	
**This is an estimate of the cost to repair the building to its pre-flood condition.			

FEMA Form 81-109, OCT 07

REPLACES ALL PREVIOUS EDITIONS

F-694

**6. Unauthorized personnel on site?**

Where were these people?  
Specify location

What made them suspicious?  
 Not wearing water system uniforms  
 Something else? (Specify)

What were they doing?

**7. Please describe these personnel (height, weight, hair color, clothes, facial hair, any distinguishing marks):**

**8. Call Received By (Name, Address, and Telephone Number):**

Data Call Received:  
Time of Call:

**9. Call Reported to: Date/Time:**

**10. Action(s) Taken Following Receipt of Call:**

Privacy Act Statement

The information requested is necessary to process the subject loss. The authority to collect the information is Title 42, U.S. Code, Section 4001 to 4028. It is voluntary on your part to furnish the information. However, omission of an item may preclude processing of the form. The information will not be disclosed outside of the Federal Emergency Management Agency, except to the servicing agent, acting as the government's fiscal agent, to claims adjusters to enable them to confirm coverage and the location of insured property; to certain Federal, State, and Local Government agencies for determining eligibility for benefits and for verification of agencies for acquisition and relocation-related projects, consistent with the National Flood Insurance Program and consistent with the routine uses described in the program's system of record. Failure by you to provide some or all of the information may result in delay in processing or denial of this claim and/or application.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for the collection of information titled Claims for National Flood Insurance Program (NFIP) is estimated to average 6 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting these forms. You are not required to respond to this collection of information unless a currently valid OMB control number and expiration date is displayed in the upper right corner of the form. Send comments regarding the accuracy of the burden estimate and suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, S.W., Washington, DC 20472, Paperwork Reduction Project (1660-0005). NOTE: Do not send your completed form to this address.

FEMA Form No.	Title	Burden Hours
81-40	Worksheet-Contents-Personal Property	2.5 Hours
81-41	Worksheet-Building	2.5 Hours
81-41A	Worksheet-Building (Cont'd)	1.0 Hours
81-42	Proof of Loss	08 Hours
81-42A	Increased Cost of Compliance	2.0 Hours
81-43	Notice of Loss	07 Hours
81-44	Statement as to Full Cost to Repair or Replacement Cost Coverage, Subject to the Terms and Conditions of this Policy	10 Hours
81-57	National Flood Insurance Program Preliminary Report	07 Hours
81-58	National Flood Insurance Program Final Report	07 Hours
81-59	National Flood Insurance Program Narrative Report	08 Hours
81-63	Cause of Loss and Subrogation Report	1 Hour
81-96	Manufactured (Mobile) Home/Travel Trailer Worksheet	50 Hours
81-96A	Mobile Home/Travel Trailer Worksheet (Continued)	25 Hours
81-98	Increased Cost of Compliance (ICC) Adjuster Report	42 Hours
81-109	Adjuster Preliminary Damage Assessment	25 Hours
81-110	Adjuster Certification Application	25 Hours

EXHIBIT "C"

DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY MANAGEMENT AGENCY REQUEST FOR PUBLIC ASSISTANCE		O.M.B. No. 1560-0017 Expires October 31, 2018	
<b>PAPERWORK BURDEN DISCLOSURE NOTICE</b> Public reporting burden for this form is estimated to average 10 minutes. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1560-0017). You are not required to respond to this collection of information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed questionnaire to this address.			
APPLICANT (Political subdivision or eligible applicant.)		DATE SUBMITTED	
COUNTY (Location of Damages. If located in multiple counties, please indicate.)			
<b>APPLICANT PHYSICAL LOCATION</b>			
STREET ADDRESS			
CITY	COUNTY	STATE	ZIP CODE
<b>MAILING ADDRESS (If different from Physical Location)</b>			
STREET ADDRESS			
POST OFFICE BOX	CITY	STATE	ZIP CODE
<b>Primary Contact (Applicant's Authorized Agent)</b>		<b>Alternate Contact</b>	
NAME		NAME	
TITLE		TITLE	
BUSINESS PHONE		BUSINESS PHONE	
FAX NUMBER		FAX NUMBER	
HOME PHONE (Optional)		HOME PHONE (Optional)	
CELL PHONE		CELL PHONE	
E-MAIL ADDRESS		E-MAIL ADDRESS	
PAGER & PIN NUMBER		PAGER & PIN NUMBER	
Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Private Non-Profit Organization? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which of the facilities identified below best describe your organization? _____			
<small>Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as "... any private non-profit educational, utility, emergency, medical or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations." Other essential governmental service facilities must include, but are not limited to, libraries, homeless shelters, senior citizens centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety services of a governmental nature. All such facilities must be open to the general public. Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws. If your organization is a school or educational facility, please attach information on accreditation or certification.</small>			
Official Use Only: FEMA-____-DR-____-____ FIPS# _____		Date Received: _____	

FEMA Form 90-49, FEB 05 REPLACES ALL PREVIOUS EDITIONS.

**CERTIFICATION OF ADOPTION**

I hereby certify that the above Emergency Response Plan was adopted by a motion properly made, seconded, and approved by City of Petal (governing body) on the 11 day of October, 2018 A.D. with the effective date being 11 day of October, 2018 A.D. I further certify that the policy remains in force, has not been amended, or rescinded.

Certified Record of Vote: All voting "Yes", None voting "No", Strongly Abstaining or Absent.

Directors voting "Yes"	Directors voting "No"	Directors Absent or Abstaining
Brad Amacker		
Craig Bullock		
David Clayton		
Tony Ducker		
William King		
Clint Moore		

Responsible Official Name / Signature \_\_\_\_\_

Date \_\_\_\_\_

**Annual Review / Approval Certification**

Year	Signature	Date
2010		
2011		
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		