

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 AUGUST 21, 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 STEVE STRINGER
OTHERS	ADA MADISON VALERIE WILSON AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY CRAIG BULLOCK

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

Request to set hearing date of Sept. 11, 2018 @ 6:00 p.m. for property located at 1208 Carterville Rd.

SEMINARS & TRAVEL

Request for Kerry Smith to attend MACE Conference in Hattiesburg, MS on Oct. 10-12, 2018. Total cost: \$100.00

ORDERS & ORDINANCES

Request to adopt order requiring employees to pay \$40.00 per month for health insurance.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN STRINGER 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE THE MINUTES OF THE REGULAR MEETING OF AUGUST 5, 2018.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF AUG 5, 2018 AS WRITTEN. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT

THEREUPON, ADA MADISON ADDRESSED THE BOARD. MS. ADA WOULD LIKE TO MAKE SURE THE CITY CONTINUES TO CELEBRATE BLACK HISTORY MONTH BY HAVING THE BLACK HISTORY PROGRAM IN FEBRUARY EACH YEAR.

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTIONS ASSESSING PROPERTY CLEANUP COSTS

EXHIBIT "A"

RESOLUTIONS

149 E 2<sup>ND</sup> AVE  
300 W 7<sup>TH</sup> AVE  
309 MITCHELL AVE

400 SMITH ST  
705 HOLMES ST  
210 E CENTRAL AVE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING RESOLUTIONS. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO AUTHORIZE A WATER WELL AT 181 SMITHVILLE RD

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE A WATER WELL IN LIEU OF CONNECTING TO THE CITY WATER LINE AT 181 SMITHVILLE RD. ALDERMAN STRINGER 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PLANNING COMMISSION RECOMMENDATION TO GRANT A SPECIAL EXCEPTION FOR 200 W 6<sup>TH</sup> AVE.

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT A SPECIAL EXCEPTION ALLOWING A MAXIMUM OF (4) CHICKENS (HENS ONLY) AT 200 W 6<sup>TH</sup> AVE. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF JOHN C WALLACE IN THE POLICE DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF JOHN C WALLACE IN THE POLICE DEPT EFFECTIVE AUGUST 8, 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE RATIFICATION AND AMENDMENT OF EASEMENT AND RIGHT OF WAY AGREEMENT WITH GULF SOUTH PIPELINE CO

EXHIBIT "B"

RATIFICATION & AMENDMENT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RATIFICATION AND AMENDMENT OF EASEMENT AND RIGHT OF WAY AGREEMENT WITH GULF SOUTH PIPELINE CO. ALDERMAN STRINGER 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR ADJUSTMENT TO WATER SERVICES BILLED TO THE FOLLOWING

- 71 IDELL CIRCLE - \$304.00
- 110 E 7<sup>TH</sup> AVE - \$206.00
- 132 W 5<sup>TH</sup> AVE - \$241.00

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF REPAIRED LEAKS AT THE FOREGOING ADDRESSES AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST THE WATER SERVICES BILLED. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO DESTROY ONE (1) DAKTECH COMPUTER AND FOUR (4) DELL COMPUTERS AT THE POLICE DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE DESTRUCTION OF ONE (1) DAKTECH COMPUTER AND FOUR (4) DELL COMPUTERS AT THE POLICE DEPT. ALDERMAN STRINGER 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE STATEWIDE MUTUAL AID COMPACT (SMAC) AGREEMENT

EXHIBIT "C"

SMAC AGREEMENT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE SMAC AGREEMENT. ALDERMAN STRINGER 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO DISPOSE OF FIVE (5) SECTIONS OF FIRE HOSE NO LONGER IN USE.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE THE DISPOSAL OF FIVE (5) SECTIONS OF FIRE HOSE NO LONGER IN USE. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PURCHASE A MULTIRAE GAS DETECTOR FROM EVS/G&W DIESEL IN THE AMOUNT OF \$5,158.00 WITH STATE REBATE FUNDS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE PURCHASE OF A MULTIRAE GAS DETECTOR FROM EVS/G & W DIESEL IN THE AMOUNT OF \$5,158.00 WITH STATE REBATE FUNDS. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO HOST "FIT FOR FIRE" FITNESS PROGRAM FOR THE MONTH OF SEPTEMBER

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE FIE DEPT TO HOST "FIT FOR FIRE" FITNESS PROGRAM FOR THE MONTH OF SEPTEMBER. ALDERMAN STRINGER 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO RESCIND THE ORDER HIRING MICHEAL WHEELOCK  
THEREUPON, ALDERMAN AMACKER MADE A MOTION TO RESCIND THE ORDER HIRING MICHEAL  
WHEELOCK FOR FAILURE TO SHOW UP FOR DRUG TEST/PHYSICAL. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF JULY 2018.  
THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE  
MONTH OF JULY 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A HEARING DATE FOR PROPERTY LOCATED AT  
1208 CARTERVILLE RD

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO SET A HEARING DATE OF SEPT 11, 2018 @ 6:00 P.M.  
FOR PROPERTY LOCATED AT 1208 CARTERVILLE RD. ALDERMAN STRINGER 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR THE FOLLOWING RECRUITS TO ATTEND MS STATE  
FIRE ACADEMY ON AUG 6 – SEPT 27, 2018 AT A COST OF \$500.00 EACH

- WILLIAM BULLOCK
- DANIEL PEPPER
- CHRIS SHOWS
- TAMARIO WEATHERSBY

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE FOREGOING TO ATTEND MS STATE  
FIRE ACADEMY ON AUG 6 – SEPT 27, 2018 AT A COST OF \$500.00 EACH. 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

ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR THE FOLLOWING TO ATTEND MS STATE FIRE ACADEMY ON OCT. 1 – NOV 15, 2018 AT A COST OF \$500.00 EACH

- BRANDON FARRIS
- TIMOTHY HERBERT

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE FOREGOING TO ATTEND MS STATE FIRE ACADEMY ON OCT. 1 – NOV 15, 2018 AT A COST OF \$500.00 EACH. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR THE FOLLOWING TO ATTEND MS STATE FIRE ACADEMY ON OCT. 22 – DEC 13, 2018 AT A COST OF \$500.00 EACH

- CORWYN CORLEY
- ALEXANDER LININGER

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE FOREGOING TO ATTEND MS STATE FIRE ACADEMY ON OCT. 22 – DEC 13, 2018 AT A COST OF \$500.00 EACH. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR AMY HEATH TO ATTEND BOAM WINTER CONFERENCE IN OXFORD, MS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE AMY HEATH TO ATTEND BOAM WINTER CONFERENCE IN OXFORD, MS ON DEC 4-7, 2018 AT A COST OF \$651.00. ALDERMAN STRINGER 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR AMY HEATH TO ATTEND MACE CONFERENCE IN HATTIESBURG, MS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE AMY HEATH TO ATTEND MACE CONFERENCE IN HATTIESBURG, MS ON OCT 10-12, 2018 AT A COST OF \$100.00. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR MELISSA MARTIN TO ATTEND 2018 MASTER CLERK ACADEMY IN STARKVILLE, MS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE MELISSA MARTIN TO ATTEND 2018 MASTER CLERK ACADEMY IN STARKVILLE, MS ON OCT 3-5, 2018 AT A COST OF \$441.00 + MILEAGE. ALDERMAN STRINGER 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR THE FOLLOWING TO ATTEND HAZARD MITIGATION GRANTS BRIEFING IN BILOXI, MS ON AUGUST 23, 2018

- MELISSA MARTIN
- WENDY LAMPTON
- KEN BULLOCK

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE FOREGOING TO ATTEND HAZARD MITIGATION GRANTS BRIEFING IN BILOXI, MS ON AUGUST 23, 2018 AT NO COST. ALDERMAN STRINGER 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR KERRY SMITH TO ATTEND MACE CONFERENCE IN HATTIESBURG, MS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE KERRY SMITH TO ATTEND MACE CONFERENCE IN HATTIESBURG, MS ON OCT 10-12, 2018 AT A COST OF \$100.00. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER SETTING AN AMOUNT FOR CITY EMPLOYEES TO PAY FOR HEALTH INSURANCE

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL DEEM IT NECESSARY TO CHARGE CITY EMPLOYEES FOR A PORTION OF EMPLOYEE HEALTH INSURANCE

IT IS HEREBY ORDERED THAT EACH EMPLOYEE REQUESTING COVERAGE UNDER THE CITY OF PETAL HEALTH INSURANCE POLICY WILL PAY A TOTAL OF \$40.00 MONTHLY FOR SAID COVERAGE EFFECTIVE SEPTEMBER 1, 2018.

SO ORDERED THIS THE 21<sup>ST</sup> DAY OF AUGUST 2018

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR EXECUTIVE SESSION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO CLEAR THE ROOM TO SEE THE NEED FOR EXECUTIVE SESSION. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION. 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  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN KING MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN CRAIG BULLOCK  
ALDERMAN DAVID CLAYTON



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ALDERMAN TONY DUCKER  
ALDERMAN WILLIAM KING  
ALDERMAN CLINT MOORE  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADJOURN THE REGULAR MEETING OF AUGUST 21, 2018. ALDERMAN KING SECONDED THE MOTION.

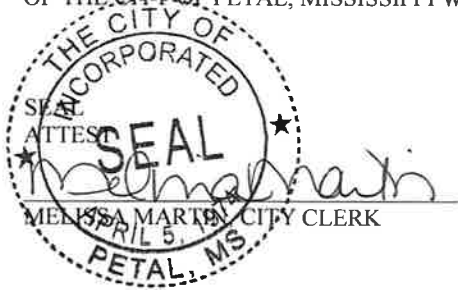
THOSE PRESENT AND VOTING "AYE"

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

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

EXHIBIT "A"

Prepared by and return to  
City of Petal  
P O Box 564  
Petal, MS 39465  
601-545-1776

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Petal for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Petal on or about the 25<sup>th</sup> day of June 2018, on behalf of the City:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

Section 1. That the City Board of the City of Petal, Mississippi does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Love Joy Peace Ministries	210 E. Central Ave	3-030B-01-067.00	\$120.10
<i>BEG 213FT W NEC NW 1/4 NW 1/4 S 200FT W 50FT N 200FT E 50FT TO BEG SEC 01, T2W 04N, RGE 13W</i>			

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi and the Forrest County Tax Collector's Office.

The foregoing Resolution having been reduced to writing, the same was introduced by Alderman Stringer. Seconded by Alderman Amacker and was adopted by the following vote, to-wit:

Those present and voting "AYE"

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

Those present and voting "NAY"

NONE

The Mayor hereby declared the motion carried and the Resolution adopted, this the 21<sup>st</sup> day of August, A. D., 2018.

Prepared by and return to  
City of Petal  
P O Box 564  
Petal, MS 39465  
601-545-1776

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Petal for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Petal on or about the 25<sup>th</sup> day of June 2018, on behalf of the City:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

Section 1. That the City Board of the City of Petal, Mississippi does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Catherine Harris	705 Holmes St	3-030F-02-050.00	\$470.10
<i>Lot 3 BLK 1 LEWIS &amp; HERROD S/D BLOCK 001 SECTION 02 T2W 04N RANGE 13W</i>			

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi and the Forrest County Tax Collector's Office.

The foregoing Resolution having been reduced to writing, the same was introduced by Alderman Stringer. Seconded by Alderman Amacker and was adopted by the following vote, to-wit:

Those present and voting "AYE"

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

Those present and voting "NAY"

NONE

Prepared by and return to  
City of Petal  
P O Box 564  
Petal, MS 39465  
601-545-1776

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Petal for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Petal on or about the 25<sup>th</sup> day of June 2018, on behalf of the City:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

Section 1. That the City Board of the City of Petal, Mississippi does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Charles Martin Shade	309 Mitchell St	3-022N-35-057.00	\$313.40
<i>W 1/2 LOT 2 BLK 3 E HATTIESBURG S/D BLOCK 005 SECTION 35 T2W 05N RANGE 13W</i>			

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi and the Forrest County Tax Collector's Office.

The foregoing Resolution having been reduced to writing, the same was introduced by Alderman Stringer. Seconded by Alderman Amacker and was adopted by the following vote, to-wit:

Those present and voting "AYE"

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

Those present and voting "NAY"

NONE

Prepared by and return to  
City of Petal  
P O Box 564  
Petal, MS 39465  
601-545-1776

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Petal for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Petal on or about the 25<sup>th</sup> day of June 2018, on behalf of the City:

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

Section 1. That the City Board of the City of Petal, Mississippi does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Inson & Frieda Windham	300 W 7 <sup>th</sup> St	3-030C-02-172.00	\$420.10
<i>Lot 4 BLK 6 J C HERROD S/D BLOCK 006 SECTION 02 T2W 04N RANGE 13W</i>			

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi and the Forrest County Tax Collector's Office.

The foregoing Resolution having been reduced to writing, the same was introduced by Alderman Stringer. Seconded by Alderman Amacker and was adopted by the following vote, to-wit:

Those present and voting "AYE"

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

Those present and voting "NAY"

NONE

EXHIBIT "A"

Prepared by and return to  
City of Petal  
P O Box 564  
Petal, MS 39465  
601-545-1776

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Petal for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Petal on or about the 25<sup>th</sup> day of June 2018, on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

Section 1. That the City Board of the City of Petal, Mississippi does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Storlie & Amanda Kuhmann	400 Smith St	3-030G-01-055.00	\$620.10
<i>COM AT THE NW COR OF NW 1/4 OF SW 1/4 S322° E 1135 TO POB EAST 185° S 144 W 185° N144° TO POB BLOCK 001 SECTION 01 TOWN 04N RANGE 13W</i>			

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi and the Forrest County Tax Collector's Office.

The foregoing Resolution having been reduced to writing, the same was introduced by Alderman Stringer. Seconded by Alderman Anacker and was adopted by the following vote, to-wit:

Those present and voting "AYE"

Alderman Brad Anacker  
Alderman Craig Bullock  
Alderman David Clayton  
Alderman Tony Ducker  
Alderman William King  
Alderman Clint Moore  
Alderman Steve Stringer

Those present and voting "NAY"

NONE

Prepared by and return to  
City of Petal  
P O Box 564  
Petal, MS 39465  
601-545-1776

RESOLUTION

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Petal for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Petal on or about the 25<sup>th</sup> day of June 2018, on behalf of the City;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

Section 1. That the City Board of the City of Petal, Mississippi does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

OWNER/LEGAL	ADDRESS	PARCEL NUMBER	CLEAN-UP COST
Lula Mae Wilson	149 E. 2 <sup>nd</sup> Ave	3-022O-36-142.00	\$413.40
<i>E 75% of lots 7, 8 &amp; 9 BLK 11 W H WHITTLES E HATTESBURG S/D BLOCK 011 SECTION 36 TOWN 05N RANGE 13W</i>			

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi and the Forrest County Tax Collector's Office.

The foregoing Resolution having been reduced to writing, the same was introduced by Alderman Stringer. Seconded by Alderman Anacker and was adopted by the following vote, to-wit:

Those present and voting "AYE"

Alderman Brad Anacker  
Alderman Craig Bullock  
Alderman David Clayton  
Alderman Tony Ducker  
Alderman William King  
Alderman Clint Moore  
Alderman Steve Stringer

Those present and voting "NAY"

NONE

EXHIBIT "B"

WHEREAS, the Original Grant sets out the general terms and conditions authorizing GULF SOUTH to, among other things, lay, construct, maintain, operate, repair and remove pipeline(s) and appurtenances thereto over, through, and upon the Property; and

WHEREAS, GULF SOUTH and GRANTOR now desire to ratify and amend those rights set forth in the Original Grant.

NOW THEREFORE, for good and valuable consideration in hand paid, the receipt and of which is hereby acknowledged, and intending to be legally bound, GRANTOR and GU hereby ratify, confirm, and amend the Original Grant as follows:

Gulf South Pipeline Company, LP  
1020 North Fox Hall Rd  
Flowood, MS 39232  
Attn: Gena Hines  
985-807-3974

Indexing Instructions: NW1/4 of SE1/4  
Section: 1  
Township: 4 North  
Range: 13 West  
Forrest County, Mississippi

SPACE ABOVE FOR RECORDER'S USE

RATIFICATION AND AMENDMENT OF EASEMENT  
AND RIGHT OF WAY AGREEMENT

STATE OF MISSISSIPPI  
COUNTY OF FORREST

KNOW ALL MEN BY THESE PRESENTS THAT the undersigned:

City of Petal  
P.O. Box 564  
Petal, MS 39465

(hereinafter referred to as "GRANTOR," whether one or more) does hereby acknowledge that Gulf South Pipeline Company, LP ("GULF SOUTH"), 9 Greenway Plaza, Suite 2800, Houston, Texas 77046, currently owns, operates, and maintains certain natural gas pipeline facilities and the associated easement and right of way (the "Right of Way") pursuant to that easement, dated September 25th, 1930, recorded in Book 39, Page 331 of the Conveyance Records of Forrest County, Mississippi (the "Original Grant").

WHEREAS, GRANTOR is the current owner of certain property (the "Property"), such Property being affected by the Original Grant and being more fully described herein; and

November, 2010

1. The description of the Property is as follows:

The following land lying and being situated in and forming a part of the NW1/4 of the SE1/4 of Section 1, Township 4 North of Range 13 West, in Forrest County, Mississippi, and being more particularly described hereunder as follows, to-wit: That part and portion of the NW 1/4 of the SE 1/4 of said Section #1, Township 4 North of Range 13 West, lying and being North of a certain public road and South of the North boundary line of the aforesaid NW 1/4 of the SE 1/4 and further described as: Beginning at the Northwest corner of the said NW1/4 of the SE1/4 and run thence East and along the North line of the NW1/4 of the SE1/4 for a distance of 295.0 feet, to and for the Point of Beginning of the parcel of land herein conveyed.

Thence, from this Point of Beginning, continue East and along the North line of the said NW 1/4 of the SE 1/4 for a distance of 277.0 feet; thence, run South 20 degrees 45' West, for a distance of 93.0 feet, to the Northeasterly margin line of a certain road; thence, run North 72 degrees West for a distance of 257.7 feet, to the Point of Beginning.

Said parcel of land being triangular in shape, lying and being situated in and forming a part of the aforesaid NW 1/4 of the SE 1/4 of said Section, Township and Range and containing Twenty-eight (0.28) One-hundredths of an acre.

2. The Right of Way, where located on the Property, shall be limited in width to thirty (30) feet, and shall be located upon the Property as described and depicted on the drawing attached as Exhibit A.

3. In addition to its existing facilities located within the Right of Way, GULF SOUTH shall have the right to lay, construct, reconstruct, renew, maintain, inspect, protect, relay, operate, repair, abandon-in-place and remove one additional pipeline and to transmit communication signals along a route selected by GULF SOUTH as generally depicted on Exhibit A attached hereto, together with such valves, fittings, meters, corrosion control devices, wires, cables, markers and other equipment and appurtenances, above and below ground, as may be necessary or convenient for the transportation by pipeline of oil, gas, petroleum or any of their products or for the protection of said pipeline or for the maintenance of the Right of Way, with the right of ingress and egress to and from the same, including the use of any then existing roads, on, over and through the Property.

IN WITNESS WHEREOF, the undersigned has executed this Ratification and Amendment of Easement and Right of Way Agreement as of this 9 day of August, 2018.

WITNESSES:

*Julie Kinnard*

GRANTORS:

Signature

*Hal Marx*  
By: Hal Marx  
Its: Mayor

Address  
PO Box 564  
Petal, MS 39465

STATE OF MISSISSIPPI

COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9 day of August, 2018, within my jurisdiction, the within named Hal Marx who acknowledged that (he) (she) is Mayor of The City of Petal, a corporation, and able to act for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

*Melina Martin*  
Notary Public Signature

Notary Public (SEAL)



- 4. GRANTOR further grants to GULF SOUTH the right to use an additional strip of land during initial construction, maintenance or repair of the pipeline and appurtenances thereto as temporary workspace ("Temporary Workspace"), as shown on Exhibit A. In addition, the Temporary Workspace shall include area(s) along the Right of Way at the crossing(s) of roads, railroads, streams, terraces and uneven terrain. After such construction, maintenance or repair of the pipeline and appurtenances is complete, GULF SOUTH's rights to the Temporary Workspace shall terminate and said Temporary Workspace shall revert to GRANTOR.
- 5. GRANTOR shall have the right to fully use and enjoy the Right of Way except to the extent such uses interfere with the purposes hereinabove granted to GULF SOUTH. Notwithstanding the preceding sentence, GRANTOR shall not build, create or construct, nor allow to be built, created or constructed, any obstruction (including, but not limited to, impounded water), building, improvement or other structure within the Right of Way, nor shall GRANTOR place, nor allow to be placed, any trees or debris on the Right of Way, nor change the grade of the surface of the ground within the Right of Way. GULF SOUTH shall have the right to clear and keep the Right of Way cleared of trees, shrubs, brush, or other debris.
- 6. The consideration herein paid, the receipt of which GRANTOR hereby acknowledges, includes payment in full and settlement, in advance and to the full extent allowed by law, for all damages of every kind and character to that part of the Property included within the Right of Way and Temporary Workspace and for severance damages to the Property caused or to be caused by the construction of the pipeline facilities and appurtenances thereto over, under and across the Property. GRANTOR hereby acknowledges receipt of such consideration as full discharge and release of GULF SOUTH, its heirs, successors or assigns, with respect to the installation and construction of said pipeline facilities and any appurtenances thereto.
- 7. This Ratification and Amendment of Easement and Right of Way Agreement represents the entire agreement between the parties with respect to the matters set forth herein, and may only be modified or amended by written instrument signed by the parties hereto. All covenants, warranties and agreements herein contained shall be deemed to be running with the land and shall extend to and be binding on the heirs, legal representatives, successors and assigns of GRANTOR.
- 8. Nothing contained herein shall be construed as altering, amending, or modifying the terms and conditions of the Original Grant, except as expressly set forth herein, and all of the other terms and conditions of the Original Grant shall remain in full force and effect as originally written and are expressly ratified and affirmed herein.

TO HAVE AND TO HOLD the Right of Way and Temporary Workspace unto GULF SOUTH, its successors, and assigns. GRANTOR represents and warrants that it is owner of the Property, and GRANTOR does hereby bind itself, its heirs, legal representatives, successors, and assigns, to warrant and forever defend all and singular the above described Property and rights unto GULF SOUTH, its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[signature page(s) to follow]

EXHIBIT "B"

WITNESSES:

Gulf South Pipeline Company, LP  
By: GS Pipeline Company, LLC  
Its general partner

\_\_\_\_\_  
Daniel Fleming  
Director of Land

STATE OF TEXAS §  
COUNTY OF HARRIS §

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me appeared Daniel Fleming, to me personally known, who, being by me duly sworn did say that he is the Director of Land of GS Pipeline Company, LLC, a Delaware limited liability company, the general partner of Gulf South Pipeline Company, LP, a Delaware limited partnership, and that the instrument was signed on behalf of the limited liability company and limited partnership and that he acknowledged the instrument to be the free act and deed of the limited liability company and limited partnership.

\_\_\_\_\_  
Notary Public

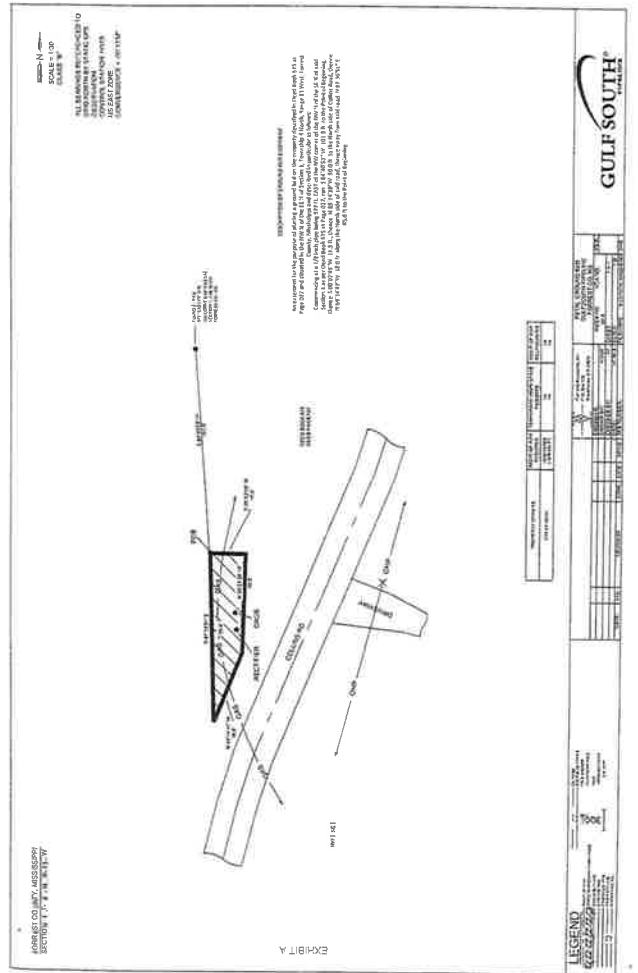


EXHIBIT "C"



A System for Using all Available Resources during Emergencies



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The State of Mississippi  
STATEWIDE MUTUAL AID COMPACT  
(SMAC)

Revised January 2018

**THIS AGREEMENT IS ENTERED INTO AMONG THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, EACH COUNTY AND MUNICIPALITY AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS THAT EXECUTE AND ADOPT THE TERMS AND CONDITIONS CONTAINED HEREIN BASED ON THE FOLLOWING FACTS:**

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that, in the past, have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government-owned facilities; and

WHEREAS, the Mississippi Band of Choctaw Indians, a sovereign nation and Federally-recognized American Indian tribe living with the State of Mississippi, and the State of Mississippi have a mutual interest in protecting their citizens and properties and acknowledge that mutual cooperation in responding to man-made and natural disasters is beneficial to the State of Mississippi, the state's political subdivisions, and the Mississippi Band of Choctaw Indians;

WHEREAS, Section 33-15-19(a) of the Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements with each other and the Mississippi Band of Choctaw Indians for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, Section 33-15-11(c)(2) & 33-15-13 of the Mississippi Code of 1972, as amended, authorizes the State to enter into a contract on behalf of the state for the lease or loan to any political subdivision of the state and the Mississippi Band of Choctaw Indians any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Mississippi Code of 1972, as amended, authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and



WHEREAS, MEMA requires that each municipality must coordinate requests for state or federal emergency response assistance with its county, while county and tribal requests for state or federal emergency response assistance may be made directly to MEMA; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government intends to foster communications between the personnel of the other Participating Governments by visits, provisions of available resources as listed in the statewide resource database (WebEOC Resource Manager), exchange of information, and development of plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

**SECTION 1. DEFINITIONS**

- A. "AGREEMENT" means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi and Mississippi Band of Choctaw Indians may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississippi Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.
- B. "REQUESTING PARTY" means the Participating Government entity requesting aid in the event of an emergency. Each municipality must coordinate requests for state or federal emergency response assistance through its county.
- C. "ASSISTING PARTY" means the Participating Government entity furnishing equipment, services and/or manpower to the Requesting Party.
- D. "AUTHORIZED REPRESENTATIVE" means an employee of a Participating Government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the Participating Government executing this Agreement shall be attached as Exhibit A and shall be updated as needed by each Participating Government.
- E. "AGENCY" means The Mississippi Emergency Management Agency.
- F. "EMERGENCY" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

EXHIBIT "C"



G. "DISASTER" means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a local emergency by a city/county or the Tribal Chief, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

H. "MAJOR DISASTER" means a disaster that will likely exceed local capabilities and require a broad range of state and federal assistance.

"PARTICIPATING GOVERNMENT" means the State of Mississippi, any political subdivision of the State of Mississippi, and/or the Mississippi Band of Choctaw Indians which executes this mutual aid agreement and supply a completed executed copy to MEMA.

J. "PERIOD OF ASSISTANCE" means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

K. "WORK OR WORK-RELATED PERIOD" means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the Requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and dinner breaks.

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered "on the job" for purposes of workers compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a Participating Government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency-related mutual aid assistance either by: (1) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part 1 "Identification of Need" form (Form REQ-A, Appendix A) to the Assisting Party or to MEMA; or (2) by orally communicating a request for mutual aid assistance to the Assisting Party or to MEMA, followed as soon as practicable by written confirmation of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that Participating Government. Municipalities shall coordinate requests for state or federal assistance with their county emergency management agencies, and county and tribal emergency agencies may coordinate requests for state or federal assistance directly with MEMA. All requests for mutual aid shall be transmitted by the Authorized Representative or the director of the local county emergency



D. **ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE:** When contacted by a Requesting Party or the Agency, the authorized representatives of any Participating Government agree to assess their government's situation to determine available personnel, equipment and other resources. All Participating Governments shall render assistance to the extent personnel, equipment and resources are available. Each Participating Government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the Authorized Representative determines that his Participating Government has available personnel, equipment or other resources, they shall so notify the Requesting Party/Agency and provide the information on Part 2 of the REQ-A form. The Agency shall, upon response from sufficient participating Parties to meet the needs of the Requesting Party, notify the Authorized Representative of the Requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a written acknowledgment regarding the assistance to be rendered and shall transmit said request by the quickest, most practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.

E. **WRITTEN ACKNOWLEDGEMENT:** The Requesting Party/Agency shall respond to the written acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A and returning a copy to the Assisting Party by the quickest, most practical means. Additionally, the Requesting Party/Agency must maintain a copy for its files.

F. **SUPERVISION AND CONTROL:** The personnel, equipment and resources of any Assisting Party shall remain under operational control of the Requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall assign work tasks to the supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall have the responsibility and authority for assigning work and establishing work schedules for the personnel of the Assisting Party based on task or mission assignments provided by the Requesting Party and the Agency. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. This agreement shall not support any person, group or organization that self deploys.

**FOOD, HOUSING, SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.



management agency, Requests for assistance may be communicated either to MEMA or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a Participating Government may request assistance pursuant to the provisions of this agreement.

A. **REQUESTS DIRECTLY TO ASSISTING PARTY:** The Requesting Party may directly contact the authorized Representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. MEMA shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.

B. **REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:** The Requesting Party may directly contact the Agency, in which case it shall provide MEMA with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall MEMA be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

C. **REQUIRED INFORMATION:** Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage sustained.
2. Identification of the emergency service function for which assistance is needed (e.g. fire, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type of assistance needed.
3. Identification of the public infrastructure system for which assistance is needed (i.e. sanitary sewer, potable water, streets, or storm water systems) and the type of work assistance needed.
4. The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed and include a description of working conditions and if personnel will be locally housed.
5. The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and services.
6. An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting Party.

This information may be provided on the form shown in Appendix A as the form REQ-A, or by any other available means. MEMA may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all Participating Governments.



H. **RIGHTS AND PRIVILEGES:** Whenever the employees of the Assisting Party are rendering outside aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation incidental to their employment as authorized in 33-15-15(b)(2).

I. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2D and 2E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all eligible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then-prevailing ordinances, rules, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are engaged in rendering aid under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.

B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.

EXHIBIT "C"



C. **MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3B unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.

D. **RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency utilizing format used or required by FEMA publications, including 44 CFR Part 13 and applicable Office of Management and Budget Circulars, Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.

E. **PAYMENT:** Unless otherwise mutually agreed in the written acknowledgment executed in accordance with paragraph 2.E, or a subsequent written addendum to the acknowledgment, the reimbursable expenses with an itemized notice are payable as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any disputed items, not later than the timeframe outlined above. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.

F. **PAYMENT BY OR THROUGH THE AGENCY:** The Mississippi Emergency Management Agency may reimburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reimbursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within ten days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the Requesting Party. In the event that an affected jurisdiction requests assistance without forwarding said request through the Agency, or an Assisting Party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to



SECTION 9. SEVERABILITY, EFFECT ON OTHER AGREEMENTS

Should any portion, section or subsection of this Agreement be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Agreement shall remain in full force and effect without regard to the portion, section, subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreements pursuant to Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastrophic emergencies pursuant to this agreement. In the event that two or more parties to this agreement wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.



the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency and may be funded only to the extent of available funds.

SECTION 4. IMMUNITY

To the extent permitted by law, the Parties shall not be liable for actions to the extent provided by Sec 15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such local emergency declared by the Requesting Party is limited to 30 days. It may be extended with review, if necessary, in 30-day increments as specified in 33-15-17(d).

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one-year terms unless terminated upon 60 days' advance written notice by the Participating Government. Notice of such termination shall be made in writing and shall be served personally or by registered mail to the Director of Mississippi Emergency Management Agency, who shall provide copies to all other Participating Parties; Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawal and shall not be effective until 60 days after notice thereof has been set by the Director of the Mississippi Emergency Management Agency to all other Participating Governments.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the Participating Government and upon proper execution hereof.

SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a Participating Government under the circumstances identified in this Agreement; (2) coordinate the provision of mutual aid to a Requesting Party pursuant to the provisions of this Agreement; (3) serve as the eligible entity for requesting reimbursement of eligible costs from FEMA upon a Presidential Disaster Declaration; (4) serve as central depository for executed Agreements; and (5) maintain a current listing of Participating Governments with their Authorized Representative and contact information, and provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year. MEMA will assume no responsibility for any person, group or organization that self deploys.



IN WITNESS WHEREOF, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

ATTEST:  
SECRETARY-TREASURER

By: \_\_\_\_\_

MISSISSIPPI BAND OF  
CHOCTAW INDIANS

By: \_\_\_\_\_  
Tribal Chief

APPROVED AS TO FORM:  
Attorney General

Date: \_\_\_\_\_

ATTEST:  
CLERK OF THE BOARD  
OF MISSISSIPPI

By: \_\_\_\_\_

BOARD OF SUPERVISORS  
OF \_\_\_\_\_ MISSISSIPPI  
(county)

By: \_\_\_\_\_  
President

APPROVED AS TO FORM:  
County Attorney

Date: \_\_\_\_\_

ATTEST:  
CITY CLERK

By: Melina Nash

CITY/TOWN OF Petal  
MISSISSIPPI

By: Hal May  
Title: Mayor

APPROVED AS TO FORM:  
City Attorney

Date: 8/21/18

By: Nancy Patton

STATE OF MISSISSIPPI  
MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_



EXHIBIT "C"



STATEWIDE MUTUAL AID COMPACT

Date: \_\_\_\_\_

Government: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_, MS Zip Code: \_\_\_\_\_

**Authorized Representative to Contact for Emergency Assistance**

**Primary Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_ Pager No: \_\_\_\_\_

**1st Alternate Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_ Pager No: \_\_\_\_\_

**2nd Alternate Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Night Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_ Pager No: \_\_\_\_\_

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