

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 MAY 19, 2015 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
ATTORNEY	ROCKY EATON FOR TOM TYNER
ALDERMEN	BRAD AMACKER CRAIG BULLOCK DAVID CLAYTON TONY DUCKER WILLIAM KING CLINT MOORE STEVE STRINGER
OTHERS	VALERIE WILSON ADA MADISON ALLEN FLYNT AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY TONY DUCKER.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

BIDS & QUOTES

REQUEST TO AWARD BASE BID AND ADD OPTION TO LEWIS ELECTRIC, INC IN THE AMOUNT OF \$769,693.70 CONTINGENT UPON MDOT CONCURRENCE FOR EVELYN GANDY LIGHTING PER SHOWS, DEARMAN & WAITS RECOMMENDATION.

GENERAL BUSINESS

REQUEST TO ACCEPT SERVICE AGREEMENT WITH SCOGGINS PUMP REPAIR FOR LIFT STATION CLEANING AT A COST OF \$925.00 PER STATION AT \$4,625.00 PER MONTH UNTIL ALL STATIONS ARE CLEANED.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. 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 A REQUEST TO APPROVE THE MINUTES OF THE REGULAR MEETING OF MAY 5, 2015.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF APRIL 21, 2015 AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT.

THEREUPON, CHARLES DYKES ADDRESSED THE BOARD REGARDING DRAINAGE IN FRONT OF HIS PAWN SHOP ON S MAIN ST. ALDERMAN AMACKER STATED THAT HE AND THE MAYOR HAD BEEN DISCUSSING A SOLUTION. LARRY CARRAWAY STATED THAT THE CITY DOES NOT HAVE AN EASEMENT FOR THE PROPERTY AND THE COST TO DO WHAT MR. DYKES IS REQUESTING IS AROUND \$10,000.00. MAYOR MARX ASKED JOHN WEEKS TO TAKE A LOOK AND SEE IF THERE IS A SOLUTION THE CITY CAN AFFORD.

THEREUPON, MS. PULLIAM ADDRESSED THE BOARD REQUESTING A BIKE LANE BE PUT ON OLD RICHTON RD FROM 2ND AVE TO THE PETAL MIDDLE SCHOOL FOR CHILDREN TO BIKE TO SCHOOL. MAYOR MARX ASKED JOHN WEEKS TO TAKE MEASUREMENTS AND SEE IF THE CITY COULD FEASIBLY PUT A BIKE TRAIL.

THEREUPON, ANDRE HEATH ADDRESSED THE BOARD WITH AN UPDATE ON THE SCHOOL DISTRICT. PETAL 3RD GRADERS HAD 94% PASSING ON THE NEW STATE READING TEST. PETAL HIGH SCHOOL HAD 300 GRADUATES THIS YEAR WHICH IS THE LARGEST CLASS. PRELIMINARY BUDGET FIGURES SHOW THERE SHOULD BE NO TAX INCREASE THIS YEAR.

THEREUPON, DEBBIE HUNT ADDRESSED THE BOARD REGARDING A DRAINAGE ISSUE AT 310 E 8TH AVE. ALSO REQUESTED A STREET LIGHT NEAR HER HOUSE. LARRY CARRAWAY STATED THAT WE DO NOT HAVE THE EASEMENT NECESSARY TO CLEAN THE DITCH ON E 8TH AVE AND THAT THERE ARE SEVERAL STREET LIGHTS ON E 8TH AVE, THEY ARE JUST NOT WORKING AND HE HAS NOTIFIED DIXIE ELECTRIC OF THIS.

WHEREAS, MAYOR MARX PRESENTED THE BIDS RECEIVED ON EVELYN GANDY LIGHTING.

EXHIBIT "A"

BID TAB

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AWARD THE BASE BID AND ADD OPTION TO LEWIS ELECTRIC, INC IN THE AMOUNT OF \$769,693.70 CONTINGENT ON MDOT CONCURRENCE FOR EVELYN GANDY LIGHTING 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
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PURCHASE AN AD IN THE PETAL BAND BOOSTERS PROGRAM.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO PURCHASE A HALF PAGE AD IN THE PETAL BAND BOOSTERS PROGRAM. 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 AN AD IN THE MISSISSIPPI MISS HOSPITALITY PROGRAM.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO PURCHASE A ¼ PAGE AD IN THE MISSISSIPPI MISS HOSPITALITY PROGRAM. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

ALDERMAN TONY DUCKER

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE SITE PLAN FOR PROPOSED DUPLEX APARTMENTS AT 111 SMITH ST.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE SITE PLAN FOR PROPOSED DUPLEX APARTMENTS AT 111 SMITH ST. 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 PLANNING COMMISSION RECOMMENDATION TO APPROVE THE SITE PLAN FOR 216 W 5TH AVE.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE SITE PLAN FOR 216 W 5TH AVE. 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 ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT A SPECIAL EXCEPTION TO ENCLOSE THE CARPORT AND NOT BUILD ANOTHER ONE AT 100 HICKORY DR.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT A SPECIAL EXCEPTION TO ENCLOSE THE CARPORT AND NOT BUILD ANOTHER ONE AT 100 HICKORY DR. 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 PLANNING COMMISSION RECOMMENDATION TO GRANT A SPECIAL EXCEPTION ALLOWING MORE THAN ONE ACCESSORY STRUCTURE AT 100 HICKORY DR.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT A SPECIAL EXCEPTION ALLOWING MORE THAN ONE ACCESSORY STRUCTURE AT 100 HICKORY DR. 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 PLANNING COMMISSION RECOMMENDATION TO APPROVE THE SITE PLAN FOR HATTIESBURG CLINIC'S PARKING LOT.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE SITE PLAN FOR HATTIESBURG CLINIC'S PARKING LOT WITH THE STIPULATION THAT THEY ADHERE TO THE CITY'S LIGHTING POLICY TO PROVIDE TWO FOOT CANDLE LIGHTING. 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 ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE CONSTRUCTION PLANS FOR CEDARWOOD SUBDIVISION PHASE II.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE CONSTRUCTION PLANS FOR CEDARWOOD SUBDIVISION PHASE II. 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 ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE CONSTRUCTION PLANS FOR THE OLD RICHTON RD/EVELYN GANDY PARKWAY DEVELOPMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE CONSTRUCTION PLANS FOR THE OLD RICHTON RD/EVELYN GANDY PARKWAY DEVELOPMENT. 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 REIMBURSE THE MS DEPT OF CORRECTIONS FOR COURTNEY SNELSON'S TRAINING

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REIMBURSE THE MS DEPT OF CORRECTIONS IN THE AMOUNT OF \$1,779.57 FOR COURTNEY SNELSON'S TRAINING. 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 REIMBURSE SHERWIN WILLIAMS \$44.40 FOR OVERPAYMENT OF PRIVILEGE LICENSE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REIMBURSE SHERWIN WILLIAMS \$44.40 FOR OVERPAYMENT OF PRIVILEGE LICENSE. 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 PRIVILEGE LICENSE REPORT FOR THE MONTH OF APRIL 2015.

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF APRIL 2015. 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 REVENUE & EXPENDITURES REPORT FOR THE MONTH OF APRIL 2015.

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF APRIL 2015. 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 521 E 5TH AVE

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE AN ADJUSTMENT TO WATER SERVICES BILLED TO 521 E 5TH AVE IN THE AMOUNT OF \$209.50. 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 FOR ADJUSTMENT TO WATER SERVICES BILLED TO 122 LOGAN ST

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE AN ADJUSTMENT TO WATER SERVICES BILLED TO 122 LOGAN ST IN THE AMOUNT OF \$271.50. 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 FOR ADJUSTMENT TO WATER SERVICES BILLED TO 105 WOODSIDE DR

THEREUPON, ALDERMAN STRINGER NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE AN ADJUSTMENT TO WATER SERVICES BILLED TO 105 WOODSIDE DR IN THE AMOUNT OF \$39.00. 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 ADJUSTMENT TO WATER SERVICES BILLED TO 612 S GEORGE ST, APT 13

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE AN ADJUSTMENT TO WATER SERVICES BILLED TO 612 S GEORGE ST, APT 13 IN THE AMOUNT OF \$25.50. 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 ADJUSTMENT TO WATER SERVICES BILLED TO 312 MARGARET AVE

THEREUPON, ALDERMAN MOORE NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE AN ADJUSTMENT TO WATER SERVICES BILLED TO 312 MARGARET AVE IN THE AMOUNT OF \$26.00. 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 ADJUSTMENT TO WATER SERVICES BILLED TO 110 CENTRE CIRCLE

THEREUPON, ALDERMAN BULLOCK NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE AN ADJUSTMENT TO WATER SERVICES BILLED TO 110 CENTRE CIRCLE IN THE AMOUNT OF \$121.50. 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 AGREEMENT WITH HATCH MOTT MCDONALD FOR STORMWATER SERVICES

EXHIBIT "B"

AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE AGREEMENT WITH HATCH MOTT MCDONALD FOR STORMWATER SERVICES. 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 PROOFS OF PUBLICATION

- ANNUAL WATER REPORT
- 100 HICKORY DR SPECIAL EXCEPTION
- NOTICE TO BIDDERS – EVELYN GANDY LIGHTING

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PROOFS OF PUBLICATION FOR FILING. 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 ACCEPT THE SERVICE AGREEMENT WITH SCOGGINS PUMP REPAIR FOR LIFT STATION CLEANING

EXHIBIT "C"

AGREEMENT

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE SERVICE AGREEMENT WITH SCOGGINS PUMP REPAIR FOR LIFT STATION CLEANING. 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 FOLLOWING ORDINANCE AMENDING THE ESTABLISHED TRUCK ROUTES

EXHIBIT "D"

ORDINANCE 1979 (45-A3)

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. 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 REPORTED THAT THIS MONTH'S SALES TAX WAS UP \$15,000.00 FROM THE SAME TIME LAST YEAR.

WHEREAS, MAYOR MARX CALLED FOR FUTHER PUBLIC COMMENT

THEREUPON, CAROLYN JORDAN ADDRESSED THE BOARD REGARDING THE DITCH ON SHORT SOUTH ST. LARRY CARRAWAY STATED THAT THEY CAN SPRAY THE DITCH TO KILL THE VEGETATION, BUT IT IS A HUGE PROJECT THAT DOES NEED TO BE ADDRESSED.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ENTER INTO EXECUTIVE SESSION.

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

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

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE 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

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

THEREUPON, ALDERMAN KING MADE A MOTION TO ADJOURN THE REGULAR MEETING. 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

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON MAY 19, 2015.



SEAL

ATTEST


MELISSA MARTIN, CITY CLERK


MAYOR HAL MARX

PLEASE BID

Item No.	Item Description	Unit	Qty	Amount
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	28	\$1,162.56
907-216-B001	SOLID SODDING, CENTIPEDE	SY	100	\$1,667.00
907-225-A001	GRASSING	ACRE	2	\$6,448.90
234-A001	TEMPORARY SILT FENCE	LF	1,000	\$6,570.00
907-237-A002	WATTLES, 12"	LF	500	\$7,215.00
907-237-A003	WATTLES, 20"	LF	500	\$7,865.00
907-258-PP007	SIGN, MASONRY AND STONE	EA	1	\$13,400.93
907-618-A001	MAINTENANCE OF TRAFFIC	LS	1	\$25,896.57
907-618-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$10.00
620-A001	MOBILIZATION	LS	1	\$19,929.96
682-A001	UNDERGROUND BRANCH CIRCUIT, AWG 1,3 CONDUCTOR	LF	2450	\$28,763.00
682-A015	UNDERGROUND BRANCH CIRCUIT, AWG 2,3 CONDUCTOR	LF	10,994	\$108,510.78
682-A036	UNDERGROUND BRANCH CIRCUIT, AWG 8,3 CONDUCTOR	LF	2,481	\$16,250.55
682-B002	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 1,3 CONDUCTOR	LF	550	\$8,299.50
682-B016	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 2,3 CONDUCTOR	LF	2433	\$34,684.58
682-B036	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 8,3 CONDUCTOR	LF	453	\$4,684.02
682-E001	UNDERGROUND JUNCTION BOX	EA	86	\$42,746.30
907-682-PP500	SECONDARY POWER CONTROLLER, PER PLANS	EA	6	\$50,928.30
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, PER PLANS, SPECIAL DESIGN (MARK "A")	EA	81	\$427,238.55
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, PER PLANS, SPECIAL DESIGN (MARK "B")	EA	4	\$17,111.80
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, PER PLANS, SPECIAL DESIGN (MARK "C")	EA	1	\$2,276.10
BASE BID SUB-TOTAL				\$831,895.40

ADD OPTION

682-A015	CONDUCTOR	LF	800	\$10,612.00
682-B016	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 2,3 CONDUCTOR	LF	1176	\$17,575.76
682-E001	UNDERGROUND JUNCTION BOX	EA	10	\$7,515.70
907-682-PP500	SECONDARY POWER CONTROLLER, PER PLANS	EA	1	\$7,667.12
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, PER PLANS, SPECIAL DESIGN (MARK "A")	EA	10	\$60,692.40
ADD OPTION				\$104,362.98
TOTAL BASE BID AND ADD OPTION				\$936,258.38

Comments:

I certify that the City of said tabulation my belief

BID TAB

May 19, 2015

Lewis Electric, Inc. P.O. Box 320337

Webster Electric Co., Inc. P.O. Box 8129

Doleac Electric Co., Inc. 1120 F...

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	28	\$50.00	\$1,400.00	\$60.00	\$1,680.00	\$41.52
907-216-B001	SOLID SODDING, CENTIPEDE	SY	100	\$13.00	\$1,300.00	\$15.80	\$1,580.00	\$16.87
907-225-A001	GRASSING	ACRE	2	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$3,224.45
234-A001	TEMPORARY SILT FENCE	LF	1,000	\$5.00	\$5,000.00	\$3.40	\$3,400.00	\$15.73
907-237-A002	WATTLES, 12"	LF	500	\$7.00	\$3,500.00	\$4.60	\$2,300.00	\$14.43
907-237-A003	WATTLES, 20"	LF	500	\$8.00	\$4,000.00	\$17,070.00	\$17,070.00	\$15.73
907-258-PP007	SIGN, MASONRY AND STONE	EA	1	\$14,400.00	\$14,400.00	\$34,800.00	\$34,800.00	\$13,600.93
907-618-A001	MAINTENANCE OF TRAFFIC	LS	1	\$11,100.00	\$11,100.00	\$25,896.57	\$25,896.57	\$25,896.57
907-618-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	\$10.00	\$10.00	\$12.00	\$12.00	\$10.00
620-A001	MOBILIZATION	LS	1	\$30,000.00	\$30,000.00	\$25,800.00	\$25,800.00	\$19,929.96
682-A001	UNDERGROUND BRANCH CIRCUIT, AWG 1,3 CONDUCTOR	LF	2450	\$9.50	\$23,275.00	\$9.70	\$23,765.00	\$11.74
682-A015	UNDERGROUND BRANCH CIRCUIT, AWG 2,3 CONDUCTOR	LF	10,994	\$6.50	\$93,449.00	\$8.50	\$93,449.00	\$9.87
682-A036	UNDERGROUND BRANCH CIRCUIT, AWG 8,3 CONDUCTOR	LF	2,481	\$5.50	\$13,645.50	\$4.65	\$11,536.65	\$6.55
682-B002	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 1,3 CONDUCTOR	LF	550	\$15.50	\$8,525.00	\$14.30	\$7,865.00	\$15.09
682-B016	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 2,3 CONDUCTOR	LF	2433	\$13.50	\$32,845.50	\$12.90	\$31,385.70	\$14.26
682-B036	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 8,3 CONDUCTOR	LF	453	\$14.00	\$6,342.00	\$9.70	\$4,394.10	\$10.34
682-E001	UNDERGROUND JUNCTION BOX	EA	86	\$415.00	\$35,690.00	\$670.00	\$57,620.00	\$497.05
907-682-PP500	SECONDARY POWER CONTROLLER, PER PLANS	EA	6	\$10,200.00	\$61,200.00	\$9,720.00	\$58,320.00	\$8,486.00
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, PER PLANS, SPECIAL DESIGN (MARK "A")	EA	81	\$4,000.00	\$324,000.00	\$3,990.00	\$323,190.00	\$5,274.55
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, PER PLANS, SPECIAL DESIGN (MARK "B")	EA	4	\$3,000.00	\$12,000.00	\$2,910.00	\$11,640.00	\$4,277.95
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, PER PLANS, SPECIAL DESIGN (MARK "C")	EA	1	\$1,418.00	\$1,418.00	\$1,815.00	\$1,815.00	\$2,276.10
BASE BID SUB-TOTAL				\$686,700.00	\$686,700.00	\$717,562.45	\$717,562.45	

ADD OPTION

682-A015	CONDUCTOR	LF	800	\$6.90	\$7,832.00	\$6.50	\$7,480.00	\$12.40
682-B016	UNDERGROUND BRANCH CIRCUIT, JACKED OR BORED, AWG 2,3 CONDUCTOR	LF	1176	\$14.90	\$17,517.60	\$14.50	\$17,052.00	\$14.50
682-E001	UNDERGROUND JUNCTION BOX	EA	10	\$751.57	\$7,515.70	\$751.57	\$7,515.70	\$751.57
907-682-PP500	SECONDARY POWER CONTROLLER, PER PLANS	EA	1	\$7,667.12	\$7,667.12	\$7,667.12	\$7,667.12	\$7,667.12
907-683-PP001	LIGHTING ASSEMBLY, LOW MAST, PER PLANS, SPECIAL DESIGN (MARK "A")	EA	10	\$6,069.24	\$60,692.40	\$4,360.00	\$43,600.00	\$6,069.24
ADD OPTION				\$83,593.70	\$83,593.70	\$83,521.20	\$83,521.20	
TOTAL BASE BID AND ADD OPTION				\$769,693.70	\$769,693.70	\$801,023.65	\$801,023.65	

Comments:

This is to certify that I have checked tabulation of the bids received by Petal on May 19, 2015 and that it is true and correct to the best of my knowledge.

JOHN T. Weeks, P.E.

EXHIBIT "B"

100610 RAT

100610 RAT

GENERAL TERMS AND CONDITIONS (To be used when the Agreement value is under \$50,000.00)

Article 1 - Implementation of the Purchase Order: The City of Petal, Mississippi ("Client") hereby engages Hatch Mott MacDonald ("Consultant") and Consultant agrees, in accordance with the terms of this Purchase Order including the specifications, if any, to perform professional consulting services ("Services") as specified herein and to same to completion in accordance with applicable laws, rules, and regulations. Upon the agreement of both parties, the Client and Consultant may negotiate and enter into a Professional Engineering Services Agreement if the level of Services or price increases beyond the scope of this Purchase Order. The Agreement shall include this Purchase Order.

Article 2 - Standard of Care: Consultant shall perform its Services in accordance with that same standard of care practiced by reasonable and prudent professional engineers providing the same or similar services in the same geographic locality. Consultant does not guarantee the accuracy of any estimates of costs of construction that may be requested and shall not be responsible for any costs incurred exceeding any such estimates. Consultant shall not be responsible for site safety.

Article 3 - Payment

3.1 Consultant may invoice the Client in accordance with the Schedule of Rates, if any, attached. The Client shall pay Consultant for each invoice within the time specified therein, or if no time is specified, within thirty (30) days of the date of the invoice.

3.2 If any item or part of an item of an invoice of Consultant is disputed or subject to question by the Client, the payment by the Client of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of section 3.1 shall apply to such part and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to Consultant. The provisions of section 3.1 shall apply to all disputed amounts finally determined payable to Consultant.

3.3 In the event the Client fails to make any payments to Consultant when such payments are due pursuant to the provisions of this Agreement, interest shall accrue on such late payments from the date due to the date of payment at the then prime rate of Consultant's bank plus 1 1/2% per annum, or as otherwise agreed in writing, and Consultant may suspend the performance of the Services until such payment is received.

Article 4 - Omitted

Article 5 - Plans, Specifications and Design

5.1 Reports and other services of Consultant shall be performed by Consultant on the assumption that information furnished by the Client or by any person on behalf of or with instructions from the Client is correct, and Consultant shall not be liable for any loss, damage or extra cost arising from any inaccuracy in such information.

5.2 If any information furnished by the Client is determined by Consultant to be inaccurate or incomplete, Consultant shall notify the Client of the information which is inaccurate or incomplete, as the case may be, and Consultant shall be entitled to make any necessary changes in any Reports, design documents or construction documents at the expense of the Client. If the Client becomes aware of any information which is inaccurate or incomplete the Client shall notify Consultant of such information.

Article 6 - Reports and Deliverables

6.1 Upon receipt of final payment any reports or deliverables will become the property of the Client whether the Project is to be proceeded with or not. The copyright of the Reports shall be and remain with Consultant. Consultant hereby grants a non-exclusive assignable license under such copyright to the Client to construct the Project.

6.2 Reports, deliverables, or memoranda issued to Client or otherwise resulting from any assignment hereunder are not to be used in whole or in part outside of Client's organization or provided to third parties (including but not limited to being used or provided in connection with any sale or offering for sale of securities, including without limitation stock, bonds, notes or any other instruments or transactions which call for investments, loans or other transfers of money) without the prior written approval of Consultant.

Article 7 - Extra Services

The Client shall have the right to request Consultant to perform services in connection with the Project that are in addition to the Services ("Extra Services") and Consultant may, subject to agreement on the payment for such Extra Services, agree to perform such Extra Services, such agreement not to be unreasonably withheld. Consultant shall be paid for the performance of Extra Services on the same basis and at the same times as Consultant is paid for the Services unless the basis of payment for the Services is a fixed fee in which case the parties shall agree to an equitable adjustment on the fixed fee.

Article 8 - Confidential Information

8.1 Consultant shall not disclose any confidential information of the Client relating to the Project communicated to or acquired by Consultant in the course of carrying out the Services which if known by others would have a material and adverse effect on the business and operations of the Client. Consultant shall use such confidential information only for purposes that relate to the performance of the Services and not for any other purpose without the consent of the Client. Similarly, the Client shall not disclose any confidential information of Consultant communicated to or acquired by the Client except as may be required by

January 2008

January 2008

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100610 RAT

WORK ORDER
Dated: May 8, 2015

This Work Order is issued between CLIENT and HATCH MOTT MacDONALD, LLC, pursuant to the General Terms and Conditions (attached hereto) between the parties dated the 8th day of May 2015, and subject to all the terms and conditions thereof.

SCOPE OF WORK TO BE PERFORMED

The ENGINEER is hereby requested to perform the following services (the "Work"):

Task A - Implementation of Minimum Control Measures

Hatch Mott MacDonald proposes to review and continue to implement and/or improve the existing Stormwater Management Program that is composed of six program elements, or minimum control measures. A summary of the minimum control measures that constitute the Stormwater Management Program follow:

A.1 Public Education and Outreach

A.1.a Implement a public education program to distribute educational materials to the community, or conduct equivalent outreach activities about the impacts of stormwater discharges on local water bodies and the steps that can be taken to reduce stormwater pollution; and

A.1.b Determine the appropriate best management practices (BMPs) and measurable goals for the minimum control measure.

A.2 Public Participation and Involvement

A.2.a Comply with applicable State and Local public notice requirements; and

A.2.b Determine the appropriate best management practices (BMPs) and measurable goals for the minimum control measure.

A.3 Illicit Discharge Detection and Elimination

A.3.a Develop a storm sewer system map, showing the location of all outfalls and the names and locations of all waters of the United States that receive discharges from those outfalls; and

A.3.b. Through an ordinance, or other regulatory mechanism, develop a prohibition (to the extent allowable under State or Local Law) on non-stormwater discharges into the MS4, and appropriate enforcement procedures and actions; and

A.3.c. Develop a plan to detect and address non-stormwater discharges, including illegal dumping, into the MS4; and

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others who are performing work or services in connection with the Project and who have entered into a confidentiality agreement satisfactory to Consultant.

8.2 Confidential information shall not include any information which (a) was at the time of disclosure or thereafter became part of the public domain through no act or omission of Consultant or the Client; or (b) became available to Consultant or the Client from a third party who did not acquire such confidential information under an obligation of confidentiality either directly or indirectly from Consultant or the Client; or (c) was known to Consultant at the time of disclosure thereof by the Client and vice versa; or (d) was required to be disclosed by law.

Article 9 - Insurance

9.1 Consultant shall obtain and maintain the following types and amounts of insurance coverage: workers compensation-statutory commercial general liability \$1 million per occurrence/aggregate, automobile liability \$1 million per occurrence/aggregate, professional errors and omissions \$1 million per claim/aggregate on a claims made basis.

9.2 Omitted

Article 10 - Omitted

Article 11 - Omitted

Article 12 - Termination

12.1 Either party hereto may, at its option, terminate this Agreement upon written notice in the event the other party becomes insolvent, or a receiver is appointed on account of its insolvency or it enters into an arrangement for the benefit of its creditors.

12.2 Either party shall be entitled to terminate this Agreement on 15 days written notice to the other party in the event the other party is in material default of its obligations pursuant to this Agreement and such default have not been cured within 15 days following receipt of default notice of such default.

Article 13 - Force Majeure

If either party is impacted in whole or in part by any event of force majeure including without limitation any act of God, war, riot, labor dispute, change in law, terrorism, civil commotion or unrest, flood, strike, fire, or any cause beyond the control of such party (except for financial inability), then such Party so impacted shall be relieved of its obligations herein. Any party so impacted in whole or in part by force majeure shall promptly give the other party notice of the equitable adjustment of the Agreement, which may include an increase in price, extension of time or other equitable relief as in good faith is reasonable, appropriate and supportable.

Article 14 - Notice

Any notice, request, order, statement or other communication required or permitted to be given hereunder shall be in writing and may be given by delivery to an officer of the other party or by mailing the same by first class mail, postage prepaid, addressed to the other party, to the addresses shown on the last page of this Purchase Order. Notice given by facsimile transmission or telex shall be deemed to have been given on the day of transmittal, if transmitted during normal business hours, or on the next business day if transmitted outside of normal business hours. Notice given by mail shall be deemed to have been given on the fifth business day after mailing.

Article 15 - General

15.1 This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, understandings or agreements either written or oral made or exchanged between the parties prior to the execution of this Agreement.

15.2 Consultant may not assign this Agreement except with the consent of the Client, which consent shall not be unreasonably withheld. Consultant shall not be liable or responsible for any means, methods, sequences, procedures or techniques necessary for construction or to ensure project site safety, such responsibilities and liabilities for construction and/or project site safety resting solely with the Client or parties other than Consultant.

15.3 This Agreement shall be governed by and construed in accordance with the laws of the state of Mississippi. Before submitting a dispute to the courts, the parties agree to submit such dispute to senior management to attempt to resolve the dispute.

15.4 Nothing in this Agreement shall create or shall be construed so as to create the relationship of principal and agent between the Client and Consultant, and for all purposes Consultant shall be an independent contractor in performing the Services.

15.5 No waiver by either party hereto of any breach of any of the covenants herein contained shall take effect or be binding upon that party unless the same be expressed in writing and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other future breach.

15.6 The invalidity of any provision or unenforceability thereof shall not affect the validity or enforceability of any other provisions hereof.

15.7 The provisions of Articles 1, 2, 3, 6, 8 (Article 8 for a period of Five (5) years), 10 and 14 shall survive the suspension or termination of this Agreement.

NAME OF CLIENT

HATCH MOTT MACDONALD

By: Hal Marx
Print or Type Name

By: _____

Mayor
Title

Dated: 5/20/15

Dated: _____

EXHIBIT "B"

100610 RAT

100610 RAT

A.3.d. Educate public employees, businesses, and the general public about the hazards associated with illegal discharges and improper disposal of wastes; and

A.3.e. Determine appropriate best management practices (BMPs) and measurable goals for this minimum control measure.

A.4 Construction Site Runoff Control

A.4.a. Have an ordinance or other regulatory mechanism requiring the implementation of proper erosion and sediment controls, and controls for other wastes, on applicable construction sites; and

A.4.b. Have procedures for site plan review of construction plans that consider potential water quality impacts; and

A.4.c. Have procedures for site inspection and enforcement of control measures; and

A.4.d. Have sanctions to ensure compliance (established in the ordinance or other regulatory mechanism); and

A.4.e. Establish procedures for the receipt and consideration of information submitted by the public; and

A.4.f. Determine the appropriate best management practices (BMPs) and measurable goals for this minimum control measure.

A.5 Post-Construction Runoff Control

A.5.a. Develop and implement strategies which include a combination of structural and/or nonstructural best management practices (BMPs); and

A.5.b. Have an ordinance or other regulatory mechanism requiring the implementation of post-construction runoff controls to the extent allowable under State or Local Law; and

A.5.c. Ensure adequate long-term operation and maintenance of controls; and

A.5.d. Determine the appropriate best management practices (BMPs) and measurable goals for this minimum control measure.

A.6 Pollution Prevention and Good Housekeeping

A.6.a. Develop and implement an operation and maintenance program with the ultimate goal of preventing or reducing pollutant runoff from municipal operations into the storm sewer system; and

A.6.b. Include employee training on how to incorporate pollution prevention / good housekeeping techniques into municipal operations such as park and open space maintenance, fleet and building maintenance, new construction and land disturbances, and stormwater system maintenance; and

A.6.c. Determine the appropriate best management practices (BMPs) and measurable goals for this minimum control measure.

Common to all of the minimum control measures are the best management practices (BMPs). HMM will implement and manage the Best Management Practices (BMP's) that the City of Petal has in place to reach the measurable goals that are associated with each of the minimum control measures.

The BMPs include, but are not limited to:

- Distribution of Educational Material
- Public Classroom Education
- Workshops for Professionals
- City Stormwater Steering Committee
- Volunteer Cleanup Events and other public events
- Waste Collection Center
- Maintain Municipal Stormwater Map
- Inspection and Maintenance of Stormwater System
- Identification of Illegal Discharges
- Train City Employees on Identification of illegal Discharges and BMP's
- Construction Site Ordinances and Inspection

HMM will continue to evaluate these existing practices as they are implemented and make recommendations to the City if improvements are required, or if any additional practices are required in fulfill the obligations of the permit.

As part of the inspection of stormwater system and the identification of illegal discharges, HMM may require the services of a testing laboratory qualified to perform water and soil quality and testing. These services will be provided through a sub-consultant.

Task B - Annual Reporting and Recoverage

Hatch Mott MacDonald proposes to compile and submit an annual report of the existing BMP's and proposed goals for the next annual period for the purpose of recoverage of the Stormwater Management MS4 permit. The findings of this report will be presented to the City government for their review and approval.

COMPENSATION

The ENGINEER shall be compensated as follows:

January 2008

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100610 RAT

Task	Proposed Fee
A. Implementation of Minimum Control Measures	Time and Materials
B. Annual Reporting and Recoverage	Time and Materials
C. Retainer	\$100/month

Time and Materials. ENGINEER's compensation shall be on a time and materials basis, to be billed at the rates set forth in Exhibit B to this Work Order, with total billings not to exceed \$11,000.

AUTHORIZATION

The undersigned Authorized Representative represents that funds have been duly appropriated and committed for this Work Order and that the Work has been duly authorized by the CLIENT. A copy of the CLIENT's authorizing Resolution is annexed hereto.

ACCEPTED:

Dated: 5/20/15

CLIENT

By: Hal Marx

Hal Marx
Type or Print Name

Mayor
Title

HATCH MOTT MacDONALD, LLC

Dated: _____

By: _____

Kendall L. Kilpatrick, P.E.
Senior Associate

January 2008

Service Agreement

The service agreement is made and will affect on EXHIBIT "C" 14th day of May 2015

Between

City of Petal within the law in which the city exist at 119 W Eight St Petal, Ms 39465

And

Scoggins Pump Repair within the law of which the company exist at 119 McBride St Richland, Ms. 39218

City of Petal is of the opinion that Scoggins pump Repair has necessary qualifications and ability to provide the service listed as follows.

Terms of agreement

Clean out sewer (5) lift station per month with vacuum truck remove all debris and grease, clean float switches, check voltage and amp on pumps confirm that pumps are running.

Provide a written report on station condition, as well as all repairs and or damages.

Scoggins Pump Repair also provides disposal of debris removed from station .

The listed service will be preformed monthly dates to be set by Scoggins Pump Repair and City of Petal.

Terms of agreement will start June 1st 2015 and end date Until all stations are cleaned or requested termination of service by city Of Petal.

For the price of 925.00 per station at 4625.00 per month .

City of Petal, Mississippi

By: Hal Marx Date: 5-20-15

Hal Marx, Mayor

Accepted by:

Scoggins Pump Repair

By: _____ Date: _____

Spencer Scoggins Owner

ORDINANCE NUMBER 1979 (45-A3)
EXHIBIT "D"
AN ORDINANCE AMENDING ORDINANCE NUMBER 1979 (45-A2)
ESTABLISHING TRUCK ROUTES IN THE CITY

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

SECTION 1:

SECTION 10-104 of ORDINANCE 1979 (45-A2) is hereby amended to include
the following:

(3) Trucks are prohibited on the section of Byrd Blvd. between Wal-Mart and Old
Richton Road, known as Byrd Blvd. Extension, unless it is the point of destination.

SECTION 2: This Ordinance shall be in full force and effect immediately upon its
passage.

The above and foregoing Ordinance having been reduced to writing, the same was
read and voted upon, first section by section, and then as a whole with the following
results:

Those present and voting "Yea" and in favor of the passage, adoption and
approval of Sections 1 and 2 of the foregoing Ordinance:

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" or against any of said Sections of the foregoing
Ordinance:

NONE


Those present and voting "Yea" and in favor of the passage, adoption and
approval of the Ordinance as a whole:

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" or against the passage, adoption and approval of
EXHIBIT "D"
the foregoing Ordinance as a whole:

NONE

WHEREFORE, the following Ordinance was duly passed, adopted, and approved
on this the 19th day of May, A. D., 2015




MAYOR HAL MARX

(SEAL)



ATTEST:



Melissa Martin, City Clerk

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