

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON FEBRUARY 3, 2016 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	ADA MADISON 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 ADOPT CAPITAL IMPROVEMENT PLAN FOR THE WATER SYSTEM PER SHOWS, DEARMAN & WAITS RECOMMENDATION.

REQUEST TO AUTHORIZE MAYOR MARX TO SPEND UP TO \$2500.00 ON TESTING EQUIPMENT FOR TESTING OF INFLUENT AT HATTIESBURG LAGOONS.

REQUEST TO RATIFY THE CONTRACT ENTERED WITH THE CITY OF HATTIESBURG FOR TREATMENT OF SEWAGE.

REQUEST FOR ADJUSTMENT TO WATER SERVICES BILLED TO 6 HOWARD RD IN THE AMOUNT OF \$96.00.

ORDERS & ORDINANCES

REQUEST TO ADOPT ORDER RAISING THE PAY RATE OF PAULA KING TO \$16.00 PER HOUR.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. 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 APPROVE THE MINUTES OF THE REGULAR MEETING OF JANUARY 19, 2016.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF JANUARY 19, 2016 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, HAROLD BROOME ADDRESSED THE BOARD REQUESTING TO HAVE SEWER REQUIREMENT WAIVED. MR. BROOME STATED THAT HOOKING TO THE CITY SEWER IS COST PROHIBITIVE BECAUSE HE WOULD HAVE TO TEAR UP HIS ENTIRE DRIVEWAY.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO WAIVE SEWER REQUIREMENTS FOR MR. BROOME AT 329 CORINTH RD. 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

THEREUPON, CHRIS SMITH & RANDY WALKER ADDRESSED THE BOARD WISHING TO HAVE A FOOD TRAILER AT 110 MORRIS ST. MAYOR MARX STATED THAT A FOOD TRAILER IS NOT SOMETHING THE CITY WISHES TO HAVE PLACED AT 110 MORRIS ST AND HE DOESN'T BELIEVE IT FITS WITH THE DOWNTOWN ENHANCEMENT PLAN.

THEREUPON, LEONARD CLINTON ADDRESSED THE BOARD REGARDING BILLING AT HIS HOUSE AT 113 LINGLE AVE. MR. CLINTON BELIEVES HE HAS BEEN CHARGED FOR SERVICES WHEN HE HAD A TENANT IN THE HOME. THE CITY CLERK STATED THAT IF THERE IS A COPY OF THE LEASE WITH THE TENANTS APPLICATION FOR WATER SERVICE THAT IS DATED PRIOR TO WHEN THE TENANT WAS CHARGED, THOSE CHARGES CAN BE TRANSFERRED TO THE TENANT. OTHERWISE, IT IS MR. CLINTON'S RESPONSIBILITY TO MAKE SURE HIS TENANTS ACQUIRE WATER SERVICE IN THE THEIR OWN NAME. THE BOARD AGREED WITH THE CITY CLERK.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADOPT THE REVISED GUN POLICY FOR THE FIRE DEPT

EXHIBIT "A"

REVISION

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ADOPT THE REVISED GUN POLICY FOR THE FIRE DEPT. 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 TRADE ONE 2006 CUB CADET MOWER TO AMERICAN SALVAGE FOR \$1400.00 TOWARDS THE PURCHASE OF A NEW MOWER

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE TRADE IN OF ONE 2006 CUB CADET MOWER TO AMERICAN SALVAGE FOR \$1400.00 TOWARDS THE PURCHASE OF A NEW MOWER IN THE FIRE DEPT. 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 ADJUST WATER SERVICES BILLED TO 204 LEEVILLE RD APT 7

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 204 LEEVILLE RD APT 7 IN THE AMOUNT OF \$27.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING PROOFS OF PUBLICATION

- NOTICE TO TAXPAYERS – 2016 BOND REFINANCE (PETAL NEWS)
- NOTICE TO TAXPAYERS – 2016 BOND REFINANCE (HATTIESBURG AMERICAN)

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE PROOFS OF PUBLICATION FOR FILING. 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 DOCKET OF CLAIMS FOR THE MONTH OF JANUARY 2016

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE DOCKET OF CLAIMS FOR THE MONTH OF JANUARY 2016. 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 GRANT RELIEF FROM PARKING REQUIREMENTS FOR STORAGE UNITS TO BE BUILT AT 106 JACKSON ST

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO GRANT RELIEF FROM PARKING REQUIREMENTS FOR STORAGE UNITS TO BE BUILT AT 106 JACKSON ST. 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 CAPITAL IMPROVEMENT PLAN FOR THE WATER SYSTEM PER SHOWS, DEARMAN & WAITS RECOMMENDATION.

EXHIBIT "B"

CAPITAL IMPROVEMENT PLAN

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE CAPITAL IMPROVEMENT PLAN FOR THE WATER SYSTEM PER SHOWS, DEARMAN & WAITS RECOMMENDATION. 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 AUTHORIZE THE MAYOR TO SPEND UP TO \$2500.00 ON TESTING EQUIPMENT FOR TESTING OF SEWER INFLUENT AT THE HATTIESBURG LAGOONS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE MAYOR TO SPEND UP TO \$2500.00 ON TESTING EQUIPMENT FOR TESTING OF SEWER INFLUENT AT THE HATTIESBURG LAGOONS. 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 RATIFY THE CONTRACT ENTERED WITH THE CITY OF HATTIESBURG FOR TREATMENT OF SEWAGE.

EXHIBIT "C"

CONTRACT

THEREUPON, ALDERMAN KING MADE A MOTION TO RATIFY THE CONTRACT ENTERED WITH THE CITY OF HATTIESBURG FOR TREATMENT OF SEWAGE. 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 6 HOWARD RD

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 6 HOWARD RD IN THE AMOUNT OF \$96.00. 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 THE FOLLOWING TO ATTEND TRAINING IN HATTIESBURG, MS

- FEB. 23, 2016 – M HIATT, C LOCKE, L JACKSON, P HUMPHREY, D LEWIS
- FEB. 25, 2016 – J JAMES, K BULLOCK, C REID, R VARNER

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE FOREGOING TO ATTEND TRAINING IN HATTIESBURG, MS AT A COST OF \$450.00. 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 AMY HEATH TO ATTEND M.A.C.E. CONFERENCE IN RIDGELAND, MS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE AMY HEATH TO ATTEND M.A.C.E. CONFERENCE IN RIDGELAND, MS ON MARCH 15-18, 2016 AT A COST OF \$674.00. 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 HIRING ANGEL DYE IN THE WATER DEPT

ORDER

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

IT IS HEREBY ORDERED THAT ANGEL DYE BE
HIRED FULL TIME IN THE WATER DEPT AT
A RATE OF \$11.00 PER HOUR EFFECTIVE
FEBRUARY 3, 2016

SO ORDERED THIS THE 3RD DAY OF FEBRUARY 2016

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 ORDER TRANSFERRING AUSTIN BOLAN TO PART TIME

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
TRANSFER AUSTIN BOLAN IN THE FIRE DEPT

IT IS HEREBY ORDERED THAT AUSTIN BOLAN
BE TRANSFERRED FROM FULL TIME TO PART
TIME IN THE FIRE DEPT AT A RATE OF \$10.00
PER HOUR EFFECTIVE FEBRUARY 12, 2016

SO ORDERED THIS THE 3RD DAY OF FEBRUARY 2016

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 THE FOLLOWING ORDER HIRING LEE GILLILAND IN THE FIRE DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
HIRE A FULL TIME FIREFIGHTER

IT IS HEREBY ORDERED THAT LEE GILLILAND
BE HIRED FULL TIME IN THE FIRE DEPT AS
A RECRUIT FIREFIGHTER AT A RATE OF \$8.90
PER HOUR EFFECTIVE FEBRUARY 3, 2016

SO ORDERED THIS THE 3RD DAY OF FEBRUARY 2016

THEREUPON, ALDERMAN STRINGER 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 THE FOLLOWING ORDER RAISING THE PAY OF PAULA KING

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
RAISE THE PAY RATE OF PAULA KING

IT IS HEREBY ORDERED THAT PAULA KING BE
RAISED TO \$16.00 PER HOUR EFFECTIVE
FEBRUARY 3, 2016

SO ORDERED THIS THE 3RD DAY OF FEBRUARY 2016

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 ANNOUNCED THAT THE TOWN MEETING HAS BEEN RESCHEDULED FOR MONDAY,
FEBRUARY 15, 2016 AT 6:00 P.M. AT THE CIVIC CENTER.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE RECESSED MEETING. 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 RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON FEBRUARY 3, 2016.

SEAL

ATTEST




MELISSA MARTIN, CITY CLERK


MAYOR HAL MARX

EXHIBIT "A"



PETAL FIRE DEPARTMENT
ADMINISTRATIONS OFFICE
102 FAIRCHILD DRIVE PETAL, MS. 39465
601-705-0908 FAX 601-582-8341



TO: Mayor and Board of Alderman

FROM: Chief Hendry

DATE: 01/25/2016

RE: Gun Policy

We are revamping our gun policy. Please find the attached policy for your consideration. Thank you

New Policy

1. Firearms are not permitted in or around any station or premise occupied by the Fire Department. Firearms may be kept in personal locked vehicles parked on the premises. STATE CERTIFIED LAW ENFORCEMENT OFFICERS AND PETAL FIRE DEPARTMENT INVESTIGATORS ARE EXEMPT FROM THE STATEMENT ABOVE ONLY DURING ACTIVE INVESTIGATIONS. There will be no **OPEN CARRY** allowed except during active investigations, ticket writing, and special incidents. (OSAR, etc) Any deviation from the above **POLICY** (#10) will result in disciplinary action and or submitted to Mayor and Board of Alderman for discipline.

Old/ Current Policy

1. Firearms are not permitted in or around any station or premise occupied by the Fire Department. Firearms may be kept in personal locked vehicle parked on the premises. STATE CERTIFIED LAW ENFORCEMENT OFFICERS AND PETAL FIRE DEPARTMENT INVESTIGATORS ARE EXEMPT FROM THE STATEMENT ABOVE.

Chief,

Handwritten signature of Joe Hendry in black ink.

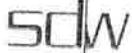
Joe Hendry

Assistant Chief,

Handwritten signature of Marion Sims in black ink.

Marion Sims

EXHIBIT "B"



Engineering Progress

January 31, 2016

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

Re: Water System Review

Dear Mayor Marx:

Per your request, we have reviewed and discussed our letter dated January 17, 2016 (copy enclosed) with the MS Department of Health (MSDOH) and the City of Petal Water Department. It is our understanding the MSDOH requires a commitment from the City of Petal Mayor and Board of Aldermen to a capital improvement plan for the water distribution system. As such, we recommend the City consider adopting the following timelines with budget numbers referenced below:

1. Rehabilitation, interior and exterior, of stand pipe on Fairchild within the next 2 calendar years. The estimated cost for this project is \$135,000.
2. Updates to the electrical controls for Plant "A" and "B" within the next 2-3 years with an estimated cost of \$75,000.
3. Generator at Plant "C" to be considered for repaired or replacement. We also recommend a routine service program for the backup generators to ensure they are operational in a time of need. We recommend this be considered for funding in the next 3-5 years. Estimated cost vary depending on repair or replacement costs associated with the project.
4. Schedule replacement of asbestos cement and galvanized lines throughout the City as funding becomes available.
5. Schedule maintenance and/or replacement of aeration at Plant "A" and "B" as inspection requires. The timeline for these repairs should be based on inspection results which are not available to our office at this time.

Our files also indicate the latest hydraulic analysis was completed in 2001. We recommend the City update the hydraulic analysis to reflect current conditions and needs within the next 1-3 years. An update to the hydraulic analysis would further allow the City leaders to plan staged improvements to provide the best level of service to the customer. The estimated cost to update the hydraulic analysis is \$16,000.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com
g:\projects\petal_city_of\1433 - 2016 water system planning\corres\1433-recommendation.docx

Mayor Marx
Water System Review
January 31, 2016
Page 2

Should you have any questions or comments, please do not hesitate to call. With kindest regards, I remain

Sincerely,

John T. Weeks, P.E.



Engineering Progress

January 17, 2016

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

Re: Water System Review

Dear Mayor Marx:

Per your request, we have reviewed the current state of the water treatment and distribution system based on information provided to our office. Below are proposed improvement projects we recommend for the system:

1. Rehabilitation, interior and exterior, of stand pipe on Fairchild.
2. Updates to the electrical controls for Plant "A" and "B".
3. Generator at Plant "C" need to be repaired or replaced. We also recommend a routine service program for the backup generators to ensure they are operational in a time of need.
4. Schedule replacement of asbestos cement and galvanized lines throughout the City.
5. Schedule maintenance and/or replacement of aeration at Plant "A" and "B".

In addition to the aforementioned capital improvement projects, we recommend the City consider implementing routine maintenance measures in the system including:

1. Valve exercise program
2. Draining and cleaning of wet wells every 5 years
3. Inspection of tanks and stand pipe every 5 years
4. Implement procedures to account for water loss

Our files also indicate the latest hydraulic analysis was completed in 2001. We recommend the City update the hydraulic analysis to reflect current conditions and needs. An update to the hydraulic analysis would further allow the City leaders to plan staged improvements to provide the best level of service to the customer.

Should you have any questions or comments, please do not hesitate to call. With kindest regards, I remain

Sincerely,

John T. Weeks, P.E.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com
g:\projects\petal_city_of\1433 - 2016 water system planning\corres\1433-draft.docx

EXHIBIT "C"

AGREEMENT for SEWER TREATMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "HATTIESBURG" and the CITY OF PETAL, MISSISSIPPI, a municipal corporation, hereinafter referred to as "PETAL," for the purpose of setting forth the terms, conditions and covenants under and consistent with which HATTIESBURG will receive wastewater flow from PETAL into its wastewater treatment facility, at its South Lagoon, and to provide for payment of HATTIESBURG'S treatment charges.

ARTICLE I

Definitions

Section 1.01. **DEFINITION OF TERMS.** Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- (a) "Domestic Wastewater" means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.
- (b) "Fiscal Year" means the twelve (12) month period beginning October 1 of each year.
- (c) "Hattiesburg" means the City of Hattiesburg, Mississippi, a municipal corporation.
- (d) "Industrial Waste" means the liquid and water borne wastes from industrial processes as distinct from wastes in domestic wastewater.
- (e) "Month" means calendar month.
- (f) "Operation and Maintenance Expense" means the current expenses paid or accrued in the operation, maintenance and ordinary repair of the wastewater treatment facilities of Hattiesburg (including, but not limited to the North and South lagoons) and shall include, without limitation the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating solely to the wastewater treatment facilities (including, but not limited to the North and South lagoons), including costs of debt service and associated reserve accounts related to the wastewater treatment facilities, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.

- (g) "Person" means and includes the State of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or of the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- (h) "Petal" means the City of Petal, Mississippi, a municipal corporation.
- (i) "Point of Entry" means the point at which wastewater enters Hattiesburg's wastewater treatment facilities (the North and South lagoons).
- (j) "Proportionate Share" means that percentage of cost attributed to Petal based on the flow of influent into the South Lagoon as compared with the total amount of influent from all sources contributed to Hattiesburg's wastewater treatment facilities (including, but not limited to the North and South lagoons), and that percentage of cost attributed to Petal based on the percentage of biological loading attributed to Petal as Section 4.02, below.
- (k) "Wastewater" means domestic wastewater and industrial waste, together with such infiltration that may be present.
- (l) "Wastewater Treatment Facility" (when used in the singular form only) means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg and commonly referred to as the "South Lagoon".

ARTICLE II

Discharge of Wastewater, Title and Metering

Section 2.01. **DISCHARGE.** Petal shall have the right to discharge wastewater into Hattiesburg's wastewater treatment facility.

Section 2.02. **POINT OF ENTRY.** Petal shall discharge its wastewater through point or points of entry designated by Hattiesburg or at such additional points of entry as may be mutually agreed to by Hattiesburg and Petal.

Section 2.03. **CONVEYANCE TO POINT OF ENTRY.** It shall be the sole responsibility of Petal, including any liability incurred in connection therewith, to convey such wastewater to the point of entry through Petal's disposal system to Hattiesburg's wastewater treatment facility. Petal further agrees and covenants at its own expense to conduct and/or maintain its system up to the point of entry.

1

2

Section 2.04. **TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE.** Title to wastewater discharged hereunder shall remain in Petal to point of entry, and upon passing through point of entry, title thereto and all effluent therefrom shall pass to Hattiesburg. As between the parties, each party hereto agrees to save and hold the other party harmless from all claims, demands, and causes of action which may be asserted by any person on account of the reception, transportation, delivery and disposal while title remains in such party. Provided, however, that any charge against Hattiesburg resulting from the operation of Petal's sewer disposal system shall be deemed an expense of and charged to Petal, regardless of whether title to the wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Petal shall be advised of and have the right to contest any charge made by any charging agency.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater received by it from point of entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

Section 2.05. **METERING.** At each point of entry into Hattiesburg's wastewater treatment facility, or at such point which will allow for measuring all of Petal's wastewater, the necessary equipment and device of standard type for measuring properly all of Petal's wastewater shall be installed, operated and maintained by Petal. Such meters and other equipment shall be the property of Petal. Hattiesburg and Petal shall have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration and adjustment thereof shall be done by employees or agents of Petal in the presence of a representative of Hattiesburg if requested by Hattiesburg. All reading of meters will be read weekly and entered upon proper books of records maintained by Petal and a copy of each weekly reading will be provided to Hattiesburg. Hattiesburg shall have access to these record books during reasonable business hours. Meters shall be calibrated in accordance with recommendation of the manufacturer of the meters. If, for any reason a meter is out of service or out for repair, or if upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

Section 2.06. **UNIT OF MEASUREMENT.** The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure, or such other lawful unit as Hattiesburg and Petal may determine to be appropriate and applicable.

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. **ADMISSIBLE DISCHARGES.** Petal agrees that wastewater discharge from its system into Hattiesburg's wastewater treatment facility shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and will fully comply with Chapter 21, Section 24 of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having legal authority to set standards for such effluent; and
- (c) Hattiesburg's wastewater treatment facility is not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.

Section 3.02. **COMPREHENSIVE SEWER USE PROVISIONS.** Petal shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such user were located within the jurisdiction of Hattiesburg.

Section 3.03. **TESTING.** Petal shall allow Hattiesburg access to its system at any accessible point for purposed of taking samples of Petal's wastewater for analysis to insure compliance with Article III of this Agreement. The results of such analysis will be made available to Petal at Petal's request.

ARTICLE IV

Payments and Annual Adjustments

Section 4.01. During the interim period of this Agreement, from January 1, 2016 to September 30, 2016, Petal shall pay to Hattiesburg for the treatment of its wastewater \$ 0.90 per thousand gallons, based on actual metered volume and is due and payable to Hattiesburg within fifteen (15) days of receipt of each monthly bill from Hattiesburg.

Section 4.02. In order to calculate the rate Petal shall pay for the treatment of its wastewater beginning October 1, 2016, and subsequently, the parties agree as follows:

- (a) At each point of entry into Hattiesburg's wastewater treatment facilities (the North and South lagoons), the necessary equipment and devices of standard type for measuring properly the volume from each source of influent shall be installed, operated and maintained by Hattiesburg, in the event such equipment and devices are not already present. Such meters and other equipment shall be the property of Hattiesburg (except the meter and equipment measuring influent from the City of Petal). Hattiesburg and Petal shall have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration and adjustment thereof shall be done by employees or agents of Hattiesburg in the presence of a representative of Petal if requested by Petal. All reading of meters

3

4

EXHIBIT "C"

will be read weekly and entered upon proper books of records maintained by Hattiesburg and a copy of each weekly reading will be provided to Petal. Petal shall have access to these record books during reasonable business hours. Meters shall be calibrated in accordance with recommendation of the manufacturer of the meters. If, for any reason a meter is out of service or out for repair, or if upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

- (b) At each point of entry into Hattiesburg's wastewater treatment facilities (the North and South lagoons), employees or agents of Petal will take daily samples to determine COD levels. The daily COD readings shall be performed by employees or agents of Petal in the presence of a representative of Hattiesburg if requested by Hattiesburg. The daily COD readings will be entered upon proper books of records maintained by Petal and a copy of each said readings will be provided to Hattiesburg. Hattiesburg shall have access to these record books during reasonable business hours. After daily COD readings have been performed for a minimum of one month, the parties may agree among themselves to reduce the COD readings to a less frequent basis, but in no event will COD readings be taken less than once per week.
- (c) At each point of entry into Hattiesburg's wastewater treatment facilities (the North and South lagoons), employees or agents of Petal will take samples twice per month to determine BOD levels. The BOD sampling shall be performed by employees or agents of Hattiesburg in the presence of a representative of Petal if requested by Petal. The BOD samples will be transported by employees or agents of Hattiesburg to Bonner Analytical or other testing company as the parties may agree. Bonner Analytical or such other testing company will send the results of each BOD reading to both employees of Petal and Hattiesburg.
- (d) On July 1, 2016, all of the weekly influent readings, COD readings and BOD readings from January 1, 2016, to June 30, 2016, will be forwarded to Nancy Depreo of Seymour Engineering to determine the ultimate rate for Petal to pay for the treatment of its wastewater in the fiscal year beginning on October 1, 2016, and ending on September 30, 2017. On July 1, 2016, Hattiesburg will provide Ms. Depreo with its Operation and Maintenance Expenses. Ms. Depreo will use the following agreed upon formula to determine Petal's share of Operation and Maintenance Expenses:

$$\text{Petal's Contribution} = [(TBF \times PTF) + (TBL \times PBL)]$$

TBF= Total Expenditures Based on Flow: Costs not directly affected by biological loading. All costs that are not included in TBL are added here.

PTF= Percentage of Total Flow: This value is calculated using the influent meters at each point of entry into Hattiesburg's wastewater treatment facilities (the North and South lagoons) and determining the percentage of total flow each point of entry contributes.

TBL= Total Expenditures Based on Biological Loading: Costs directly affected by disinfection and discharge of the plant effluent. Costs should include: utility bills for aerators, disinfection chemicals and aerator repairs.

PBL= Percentage of Biological Loading: This value is calculated using COD and BOD readings to determine the biological load of each point of entry and the total yearly load.

Following the calculation of Petal's Contribution using the above formula in this subsection, Ms. Depreo will then calculate the rate to be paid by Petal which shall be the value of Petal's Contribution, divided by the total flow contributed by Petal - metered and recorded in accordance with subsection (a), above - during the same time period over which the formula is evaluated.

- (e) On July 1, 2017, all of the weekly influent readings, COD readings and BOD readings from July 1, 2016 to June 30, 2017, will be forwarded to Nancy Depreo of Seymour Engineering to determine the rate for Petal to pay for the treatment of its wastewater in the fiscal year beginning on October 1, 2017 and ending on September 30, 2018. Ms. Depreo will use the same formula found in subsection (d), above, to determine the rate for Petal to pay for the treatment of its wastewater.

Following the calculation of Petal's Contribution using the formula in subsection (d) above, Ms. Depreo will then calculate the rate to be paid by Petal which shall be the value of Petal's Contribution, divided by the total flow contributed by Petal - metered and recorded in accordance with subsection (a), above - during the same time period over which the formula is evaluated.

- (f) In all subsequent years during the duration of this contract, the rate to be charged Petal for the treatment of its wastewater shall be determined based on the same formula found in subsection (d), above; the rate will be determined based on accounting records of the City of Hattiesburg concerning the operation of the wastewater treatment facilities (including but not limited to the North and South lagoons), and upon the weekly influent readings, COD readings and BOD readings from July 1, each year to June 30, of the next year (hereafter referred to as "audit year"); and the rate to be paid in the next fiscal year beginning on October 1 of each year will be based on accounting records of the City of

Hattiesburg concerning the operation of the wastewater treatment facilities (including but not limited to the North and South lagoons), and upon the weekly influent readings, COD readings and BOD readings of the last audit year.

Following the calculation of Petal's Contribution using the formula in subsection (d) above, Ms. Depreo will then calculate the rate to be paid by Petal which shall be the value of Petal's Contribution, divided by the total flow contributed by Petal - metered and recorded in accordance with subsection (a), above - during the same time period over which the formula is evaluated.

- (g) Should Nancy Depreo die, be unable, unwilling or incapable of calculating the rate to be charged Petal for the treatment of its wastewater in the next fiscal year, then the parties shall agree on the person(s) or entity(ies) to calculate the rate to be charged Petal for the treatment of its wastewater in the next fiscal year using the same formula found in subsection (d), above.

ARTICLE V

Effective Date and Term of Agreement

Section 5.01. EFFECTIVE DATE. This Agreement shall become effective as of January 1, 2016 and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Petal as to the matters contained herein.

Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from January 1, 2016, for an initial term of ten (10) years, or until December 31, 2025, and then for a renewal term of five (5) years, or until Dec. 31, 2030, and thereafter shall continue in effect from year to year unless either party hereto shall give not less than one (1) year notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the 27th day of January, A.D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF PETAL, MISSISSIPPI

BY: *Johnny Dupree*
JOHNNY DUPREE, MAYOR

BY: *Hal Marx*
HAL MARX, MAYOR

TEST:
CITY CLERK

ATTEST:
Lynne Campfield
CITY CLERK



THIS

PAGE

LEFT

BLANK

INTENTIONALLY