

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 JULY 19, 2016 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
ATTORNEY	TOM TYNER
ALDERMEN	BRAD AMACKER CRAIG BULLOCK DAVID CLAYTON TONY DUCKER WILLIAM KING CLINT MOORE 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 ACCEPT SETTLEMENT WITH THE CITY OF HATTIESBURG REGARDING SEWER TREATMENT.

REQUEST TO AUTHORIZE TOM TYNER TO ACT ON LITIGATION WITH GLENDALE UTILITY DISTRICT.

REQUEST TO ACCEPT THE RESIGNATION OF GRANT CROWDER IN THE FIRE DEPT

SEMINARS & TRAVEL

REQUEST FOR THE FOLLOWING TO ATTEND THE MS RECREATION & PARKS ASSOCIATION ANNUAL CONFERENCE

TOM HARDGES, KATHERINE YARNELL, JOSH YOUNG

REQUEST TO AUTHORIZE INTERESTED OFFICERS TO ATTEND (IN UNIFORM AND CITY VEHICLE) MEMORIAL SERVICES FOR FALLEN OFFICERS IN BATON ROUGE, LA

THEREUPON, ALDERMAN STRINGER 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 PUBLIC HEARING OF JULY 5, 2016 AND THE REGULAR MEETING OF JULY 5, 2016.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE PUBLIC HEARING OF JULY 5, 2016 AND THE REGULAR MEETING OF JULY 5, 2016 AS WRITTEN. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT

THEREUPON, ANDRE HEATH WITH THE PETAL SCHOOL DISTRICT ADDRESSED THE BOARD. PETAL SCHOOLS WERE ONE OF NINE IN THE STATE TO RECEIVE AN "A" RATING. STUDENTS REPORT BACK TO SCHOOL ON AUGUST 4, 2016.

THEREUPON, DELANA OTT ADDRESSED THE BOARD OPPOSING ANNEXATION.

THEREUPON, ED DAVIS ADDRESSED THE BOARD ASKING WHICH JUDGE WOULD BE PRESIDING OVER ANNEXATION. TOM TYNER STATED THAT JUDGE LANCASTER HAD BEEN APPOINTED. TIME FOR APPEAL HAS NOT STARTED YET.

THEREUPON, JENNETTE BRENT ADDRESSED THE BOARD REGARDING SPEEDERS ON MCINNIS ST AND REQUEST FOR MCINNIS ST TO BE PAVED

THEREUPON, MYER BURNS ADDRESSED THE BOARD REGARDING SPEEDERS ON MCINNIS ST. MS. BURNS ALSO ASKED IF SHE COULD BURN A DILAPIDATED HOME ON MCINNIS ST. MAYOR MARX ADVISED THAT SHE CANNOT BURN THE HOME, BUT IF IT IS TORN DOWN AND MOVED TO THE STREET THE CITY COULD HAUL IT OFF.

THEREUPON, CAROLYN JORDAN ADDRESSED THE BOARD REGARDING THE DITCH ON SHORT SOUTH STREET. MAYOR MARX ADVISED THAT THE CITY IS WORKING WITH MEMA TO BRING THE DITCH TO PRE FLOOD CONDITIONS.

THEREUPON, WILLIAM MCCARDLE ADDRESSED THE BOARD REQUESTING AN EXTENSION TO CLEAN PROPERTY AT 36 BRANDEN LANE.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO GIVE MR. MCCARDLE UNTIL OCTOBER 31, 2016 TO FINISH CLEANING THE PROPERTY. 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

THEREUPON, CARROLL GADDIS ADDRESSED THE BOARD REGARDING HER WATER BILL. MS. GADDIS HAS LIVED AT 415 MCINNIS STREET FOR FOUR (4) YEARS AND HAS NEVER SIGNED UP FOR SERVICE. HER FIRST WATER BILL IS OVER \$1400.00. MAYOR MARX ADVISED MS. GADDIS TO COME TO THE WATER DEPT TOMORROW TO SIGN A HARDSHIP AGREEMENT.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO TAKE THE FOLLOWING ACTIONS TO ALLEVIATE TRAFFIC COMPLAINTS ON TRUSSELL RD

- CHANGE THE SPEED LIMIT TO 25 MPH
- INSTALL A STOP AHEAD SIGN PRIOR TO A NEWLY INSTALLED STOP SIGN AT TRUSSELL RD AND ESTATES DR
- INSTALL A STOP AHEAD SIGN PRIOR TO A NEWLY INSTALLED STOP SIGN AT TRUSSELL RD AND CHATEAU DR.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE FOREGOING ACTIONS PER CHIEF FULLER'S RECOMMENDATION TO ALLEVIATE TRAFFIC COMPLAINTS ON TRUSSELL 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

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY ESTIMATE #7 IN THE AMOUNT OF \$11,573.16 TO LEWIS ELECTRIC FOR EVELYN GANDY LIGHTING PROJECT

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ESTIMATE #7 IN THE AMOUNT OF \$11,573.16 TO LEWIS ELECTRIC FOR EVELYN GANDY LIGHTING PROJECT PER SHOWS, DEARMAN & WAITS RECOMMENDATION. 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 PAY ACCURINT INVOICE DATED JUNE 30, 2016 IN THE AMOUNT OF \$262.00

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ACCURINT INVOICE DATED JUNE 30, 2016 IN THE AMOUNT OF \$262.00. 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 TERMINATE MARIO TAYLOR IN THE WATER DEPT

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO TERMINATE MARIO TAYLOR IN THE WATER DEPT EFFECTIVE JULY 6, 2016. 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 PRIVILEGE LICENSE REPORT FOR THE MONTH OF JUNE 2016.

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF JUNE 2016. 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 REVENUE & EXPENDITURES REPORT FOR THE MONTH OF JUNE 2016.

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF JUNE 2016. 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 AND RATIFY SUPPLEMENTAL AGREEMENT #1 IN THE AMOUNT OF \$8,893.00 FOR 2014 BOND OVERLAY PROJECT

EXHIBIT "A"

SUPPLEMENTAL AGREEMENT #1

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE AND RATIFY THE SUPPLEMENTAL AGREEMENT #1 WITH DUNN ROADBUILDERS, LLC IN THE AMOUNT OF \$8,893.00 FOR 2014 BOND OVERLAY PROJECT 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 ADVISED THE BOARD THAT LITIGATION WITH HATTIESBURG OVER SEWER TREATMENT FEES HAD BEEN RESOLVED.

EXHIBIT "B"

SETTLEMENT AGREEMENT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE SETTELEMENT AGREEMENT AS NEGOTIATED BY COUNSEL. 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 AUTHORIZE TOM TYNER TO ACT ON LITIGATION WITH GLENDALE UTILITY DISTRICT

EXHIBIT "C"

SUMMONS - GLENDALE UTILITY VS CITY OF PETAL

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE TOM TYNER TO ACT ON LITIGATION WITH GLENDALE UTILITY DISTRICT. 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 RESIGNATION OF GRANT CROWDER IN THE FIRE DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF GRANT CROWDER IN THE FIRE DEPT EFFECTIVE JULY 30, 2016. 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 KEN ROSS TO ATTEND "LESS THAN LETHAL" INSTRUCTOR COURSE IN TUSCALOOSA, AL

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE KEN ROSS TO ATTEND "LESS THAN LETHAL" INSTRUCTOR COURSE IN TUSCALOOSA, AL ON OCTOBER 3 - 6, 2016 AT A COST OF \$1331.00. 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 THE FOLLOWING TO ATTEND THE MS PARKS AND RECREATION ANNUAL CONFERENCE IN BILOXI, MS

- TOM HARDGES
- KATHERINE YARNELL
- JOSH YOUNG

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE FOREGOING TO ATTEND THE MS PARKS AND RECREATION ANNUAL CONFERENCE IN BILOXI, MS ON SEPT 19 - 21, 2016 AT A COST OF \$1526.00. 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 TO AUTHORIZE INTERESTED OFFICERS TO ATTEND MEMORIAL SERVICES FOR FALLEN OFFICERS IN BATON ROUGE, LA

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE INTERESTED OFFICERS TO ATTEND, IN UNIFORM AND PATROL CAR, MEMORIAL SERVICES FOR FALLEN OFFICERS IN BATON ROUGE, LA. 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 PHILLIP HAMILTON IN THE WATER DEPT

ORDER

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

IT IS HEREBY ORDERED THAT PHILLIP HAMILTON BE HIRED FULL TIME IN THE WATER DEPT AT A RATE OF \$10.00 PER HOUR EFFECTIVE JULY 20, 2016

SO ORDERED THIS THE 19TH DAY OF JULY 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 HIRING RYAN SMITH IN THE WATER DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL DEEM IT NECESSARY TO HIRE A BACK UP WATER OPERATOR IN THE WATER DEPT

IT IS HEREBY ORDERED THAT RYAN SMITH BE HIRED FULL TIME IN THE WATER DEPT AT A RATE OF \$16.00 PER HOUR EFFECTIVE JULY 27, 2016

SO ORDERED THIS THE 19TH DAY OF JULY 2016

THEREUPON, ALDERMAN KING 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 GEORGE SPICER IN THE STREET DEPT

ORDER

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

IT IS HEREBY ORDERED THAT GEORGE SPICER
BE HIRED FULL TIME IN THE STREET DEPT
AT A RATE OF \$10.00 PER HOUR EFFECTIVE
JULY 20, 2016

SO ORDERED THIS THE 19TH DAY OF JULY 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

THEREUPON, MAYOR MARX REPORTED THAT EXPENSES ARE DOWN AND REVENUE IS BETTER THAN
EXPECTED.

THEREUPON, STEVE STRINGER WOULD LIKE THE THANK THE POLICE DEPT AND ASK EVERYONE TO KEEP
THEM IN THEIR PRAYERS

THEREUPON, VALERIE WILSON ANNOUNCED THAT THE "BACKYARD BUS" HAS BEEN AWARDED REGIONAL
COMMUNITY DEVELOPMENT

THEREUPON, BEN THORNTON ADDRESSED THE BOARD ASKING FOR MORE TIME BEFORE UTILITIES ARE
DISCONNECTED AT 127 W 2ND AVE DUE TO TENANTS INABILITY TO FIND ANOTHER PLACE TO LIVE. MAYOR
MARX STATED THAT WATER WOULD NOT BE DISCONNECTED UNTIL AFTER SEPTEMBER 6, 2016

THEREUPON, ADA MADISON TOLD THE BOARD THERE ARE A COUPLE OF STREET LIGHTS OUT ON
SPRINGFIELD ROAD.

THEREUPON, MALCOLM MCDONALD ADDRESSED THE BOARD REGARDING PERMIT FEES, PROPERTY
CLEANUP ISSUES ON JAMES STREET AND SPEEDERS ON JAMES STREET.

THEREUPON, SUE WALTERS ADDRESSED THE BOARD WITH GRATITUDE FOR NEW STREET LIGHT AT
GRACELYNN HEIGHTS. MS WALTERS IS ALSO CONCERNED THAT ANNEXATION ON HWY 42 WILL CAUSE
HER TO LOSE A LEASE ON HER BUILDING THAT HOUSES A FIREWORKS WAREHOUSE.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ENTER INTO EXECUTIVE SESSION FOR PERSONNEL
ISSUES

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

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

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. 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

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

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

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON JULY 19, 2016.

SEAL
ATTEST




MELISSA MARTIN, CITY CLERK


MAYOR HAL MARX

EXHIBIT "A"

2014 BOND OVERLAY
CITY OF PETAL
SUPPLEMENTAL AGREEMENT NO. 1

CITY OF PETAL, MISSISSIPPI

WHEREAS, We, Dann Roadbuilders, LLC, Contractor entered into a contract with the City of Petal on the 19th Day of August, 2014 for the 2014 Bond Overlay.

WHEREAS: The scope shall be amended to include the overlay of Pleasant Ridge, Apple Cove, Elizabeth Street, Crabtree Drive, Beech Lane, and Russett Lane. Scope shall also include striping on South Main.

WHEREAS: Raised pavement markers shall be installed in accordance with Mississippi Department of Transportation standards at a rate of \$6.50 each.

WHEREAS: The additional work increases the contract time from 90 calendar days with a completion date of January 3, 2015 to 120 calendar days with a revised completion date of February 2, 2015.

WHEREAS: Additional mobilization was required for added work in the amount of \$5,500.00.

WHEREAS: The quantities for the project shall be amended in accordance with the hereto attached overrun and underrun statement.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Dann Roadbuilders, LLC Contractor hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

DATED, this 17th day of February, 2015

Dann Roadbuilders, LLC

By: [Signature]
Contractor

Witness: [Signature]

City of Petal

By: [Signature]
Owner

Witness: [Signature]

SHOWN, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -
Project: 2014 Bond Overlay
City of Petal

Date: 1/12/2015
Contractor: Dann Roadbuilders, LLC
PC Box 6590 Laurel, MS 39441

Overrun/Underrun Statement

Item No.	Item Description	Original Quantity	Unit	Overrun	Underrun	Unit Price	Increase	Decrease
807-228-4001	GRAVEL	1	EA			\$500.00		\$ 500.00
807-204-4000	GRAVEL MATERIAL, 1 1/2" C.I.A.S.S. CRACK F.C.	42	CU YD	112		\$35.00	\$ 3,920.00	
807-403-4010	POST AND ASPHALTE, 3/4" DIA. 55221181	3,000	S 771.70		772	\$110.00	\$ 84,867.00	
807-403-4004	POST AND ASPHALTE, 3/4" DIA. 55221181	1000	790		154.37	\$112.50	\$ 17,311.84	
806-4001	SCREEDING OF BITUMINOUS PAVEMENT, ALL DEPTHS	4,800	S.Y.	832.26		\$1.50	\$ 1,248.39	
807-406-4002	BASE 8" PAVE	200	S.Y.	148.08		\$0.70	\$ 103.86	
813-0005	ADJUSTMENT OF MANHOLE	46	EA	15		\$63.00	\$ 945.00	
811-0011	ADJUSTMENT OF WATER VALVE	35	EA	22		\$520.00	\$ 11,440.00	
810-4001	NOBILITATION	100%	LS			\$90,000.00		
807-429-14025	THE POLYMER LEADING WHITE	520	Sq. Ft.		81	\$6.05	\$ 487.05	
807-633-0004	HERMORCH LEXIE STRIP, CONTOUR'S YELLOW	9500	Lin. Ft.	19,272		\$1.02	\$ 19,657.44	
807-633-0005	HERMORCH LEXIE STRIP, CONTOUR'S YELLOW	5419	Lin. Ft.		622	\$1.00	\$ 622.00	
807-626-4001	HERMORCH LEXIE STRIP, CONTOUR'S WHITE	1925	Lin. Ft.	118		\$2.00	\$ 2,360.00	
807-633-0001	HERMORCH LEXIE STRIP, CONTOUR'S WHITE	522	EA	520		\$8.16	\$ 4,263.36	
807-633-0001	HERMORCH LEXIE STRIP, CONTOUR'S WHITE	100%	LS	5000		\$5,500.00		
								\$510,182.00
								\$2,683.00
								\$8,683.00
								\$599,351.40

Original Contract Amount
\$510,182.00
Contractor's Increase
\$2,683.00
Contractor's Decrease
\$8,683.00
New Contract Amount
\$599,351.40

EXHIBIT "B"

IN THE CHANCERY COURT OF FORREST COUNTY, MISSISSIPPI
 CITY OF PETAL, MISSISSIPPI PLAINTIFF
 VS. CITY OF HATTIESBURG, ET AL., DEFENDANTS
 JAN 29 2016 CIV. ACT. NO.: 13-0489-GN-B
 Jimmy C. Howard
 Chancery Clerk
 AGREED ORDER OF DISMISSAL

THIS CAUSE is before the Court pursuant to the *Ore Tenus* Motion of Plaintiff CITY OF PETAL, MISSISSIPPI, and the Defendant, CITY OF HATTIESBURG, MISSISSIPPI, for the dismissal of the Plaintiff's claims against the Defendant, CITY OF HATTIESBURG, with prejudice. The Court, having fully considered said Motion, and otherwise being fully advised in the premises, finds that the Motion is well-taken and should be granted.

IT IS, THEREFORE, ORDERED that the Complaint, all amendments thereto, and all claims and causes of actions encompassed by the Complaint, and amendments thereto, including all claims or causes of action which were, or might have been, asserted by Plaintiff CITY OF PETAL, MISSISSIPPI against the Defendant, CITY OF HATTIESBURG, shall be and the same are hereby dismissed with prejudice, with each party to bear their own costs of the Court.

IT IS FURTHER ORDERED that all counter claims and defenses which could have been asserted by the CITY OF HATTIESBURG against the CITY OF PETAL, MISSISSIPPI, including claims for payment for the treatment of wastewater accruing on or before December 31, 2015, shall be and the same are hereby dismissed with prejudice, with each party to bear their own costs of the Court.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this case for the purposes of implementing, interpreting and/or enforcing the contract between the parties attached hereto as Exhibit 1, including resolving any disputes between the parties arising from said

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.

EXHIBIT
1

- (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.

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:

EXHIBIT "B"

- (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 purposes 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

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

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:

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

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.

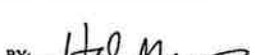
Section 5.02. TERM OF AGREEMENT. This Agreement shall be in force and effect from January 1, 2016, for an initial term of ten (10) years, or until December 31, 2025, and then for a renewal term of five (5) years, or until Dec. 31, 2030, and thereafter shall continue in effect from year to year unless 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 27th day of January, A.D., 2016.

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF PETAL, MISSISSIPPI

BY: 
JOHNNY DUPREE, MAYOR

BY: 
HAL MARX, MAYOR

ATTEST: 
CITY CLERK

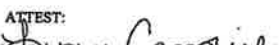
ATTEST: 
CITY CLERK



EXHIBIT "C"

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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Southern District of Mississippi

GLENDALE UTILITY DISTRICT OF
FORREST COUNTY, MISSISSIPPI

Plaintiff(s)

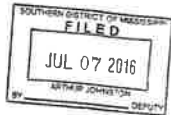
v.

CITY OF PETAL, MISSISSIPPI,
A MUNICIPAL CORPORATION

Defendant(s)

Civil Action No. 2:16cv104-KS-JCG

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
EASTERN DIVISION



GLENDALE UTILITY DISTRICT
OF FORREST COUNTY, MISSISSIPPI

PLAINTIFF

VERSUS

CIVIL ACTION NO. 2:16cv

CITY OF PETAL, MISSISSIPPI
A MUNICIPAL CORPORATION

DEFENDANT

**PLAINTIFF'S ORIGINAL COMPLAINT AND
APPLICATION FOR DECLARATORY AND INJUNCTIVE RELIEF**

COMES NOW, Glendale Utility District of Forrest County, Mississippi ("Glendale") and files herein its Complaint and Application for Declaratory and Injunctive Relief and in support thereof would show unto the Court as follows:

JURISDICTION AND VENUE

This Court has jurisdiction under 28 U.S.C. §1331, as this case is based on a federal question claim brought under 7 U.S.C. §1926(b) and U.S. Const. Art. VI, cl.2, otherwise known as the Supremacy Clause. This Court also has jurisdiction over Glendale's claim for declaratory judgment under the Federal Declaratory Judgment Act, 28 U.S.C. §§2201 and 2202, and Rule 57 of the Federal Rules of Civil Procedure.

Venue is proper in this judicial district under 28 U.S.C. §1391(b)(1) and (2) because Defendant is a municipal corporation within the judicial district and a substantial part of the events giving rise to Glendale's claims have occurred and continue to occur in this judicial district.

Page 1 of 10

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Hal Marx, Mayor
City of Petal, Mississippi
119 West 8th Avenue
Petal, MS 39465

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Patrick H. Zachary
Zachary & Leggett, PLLC
211 So. 29th Avenue, Suite 100
P. O. Box 15848
Hattiesburg, MS 39404-5848

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: JUL 07 2016

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3.

FACTUAL ALLEGATIONS

Glendale Utility District of Forrest County, Mississippi ("Glendale") is a rural, non-profit water supply corporation, created pursuant to the authority granted by Senate Bill No. 1752 enacted by the 1956 Legislature of the State of Mississippi (local and private laws) providing for the incorporation of water, sewer, and fire protection districts in Forrest County, Mississippi, and prescribing the powers and duties of such district and by order of the Forrest County Board of Supervisors Order Adjudicating Filing of Petition for Creation and Incorporation of the Glendale Utility District of Forrest County, Mississippi, dated September 7, 1965. Glendale's principle office and place of business is located in Forrest County, Mississippi at 2805 Glendale Avenue, Hattiesburg, Mississippi 39401. Glendale is an "association" within the meaning of the Consolidated Farms and Rural Development Act of 1961, 7 U.S.C. §1926, et seq.

4.

Defendant, The City of Petal, Mississippi, is a Municipal Corporation ("Petal"), and may be served with process by serving its Mayor, Hal Marx at 119 West 8th Avenue, Petal, Forrest County, Mississippi 39465.

5.

Defendant Petal filed a complaint in the nature of a "petition for ratification, approval and confirmation of an ordinance enlarging, extending and defining the corporate limits and municipal boundaries of the City of Petal, Mississippi," in the Chancery Court of Forrest County, Mississippi, Cause No.: 16-cv-00459-S on June 22, 2016. Pursuant to said complaint, Petal intends to extend through annexation, the city and corporate limits of Petal into and across the service territory of Glendale. A true and correct copy of a map showing the proposed

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annexation area affecting Glendale's service territory is attached hereto as Exhibit "A" and incorporated herein by reference.

6.

Glendale is duly empowered to and has borrowed money from the United States of America acting through the United States Department of Agriculture/Rural Development ("USDA") on June 23, 1993. Glendale remains indebted on said loan. As a condition of said loan, Glendale has pledged to the USDA its system infrastructure, land and legal right to provide service, including all rights held by Glendale under Glendale's territory or certificated area ("Glendale's territory"), as collateral. The territorial boundaries or service territory of the district is described in the Resolution of the Board of Supervisors of Forrest County, Mississippi dated September 7, 1965 and filed of record in the Office of the Chancery Clerk of Forrest County, Mississippi, in Supervisor's Minute Book 61 at Pages 107-115 and described as follows:

All those parts of Township 4 North, Range 13 West, and Township 5 North, Range 13 West, and Township 5 North, Range 14 West, all in Forrest County, Mississippi, bounded as follows: On the North by that portion of the Forrest County-Jones County boundary line lying between Leaf River on the East and Providence Creek on the West; on the East by Leaf River from the Forrest County-Jones County boundary line to the confluence and junction of Leaf River and Bowie River; on the West and NW by Providence Creek from the Forrest County-Jones County boundary line to the confluence and junction of Providence Creek and Bowie River; and on the West, SW and South by Bowie River from the confluence and junction of Providence Creek and Bowie River to the confluence and junction of Bowie River and Leaf River.

Glendale has the right to be the exclusive water service provider within Glendale's territory pursuant to 7 U.S.C. §1926(b). Proof of the loan from the federal government and continued existence and responsibility for the same is attached hereto as Exhibit "B" and incorporated herein by reference.

Page 3 of 10

EXHIBIT "C"

7.

Glendale enjoys the protection of 7 U.S.C. §1926(b), by reason of its indebtedness to the federal government. [Congress enacted 7 U.S.C. §1926(b) as part of a federal statutory program to extend and guarantee loans and grants to certain associations providing soil conservation practices, water service, or management, etc.]

The statute states:

The service provided or made available through any such association shall not be curtailed or limited by inclusion of the area served by such association within the boundaries of any municipal corporation or other public body, or by the granting of any private franchise for similar service within such service area during the term of such loan; nor shall the happening of any such event be the basis of requiring such association to secure any franchise, license, or permit as a condition to continuing to serve the area served by the association at the time of said occurrence of such event.

7 U.S.C. §1926(b).

8.

7 U.S.C. §1926(b) prohibits municipalities or similar entities from exercising their powers to sell water, and from placing conditions or restrictions on the service provided or made available by the indebted association or competing with a federally indebted association, when the exercise of such powers would result in curtailment or limitation of the service provided or made available by a federally indebted association. *North Alamo Water Supply Corp. v. City of San Juan*, 90 F. 3d 910 (5th Cir. 1996). See also *Pittsburgh County Rural Water Dist. No. 7 v. City of McAlester*, 358 F. 3d 694 (10th Cir. 2004). The complaint filed by Defendant Petal in the Chancery Court of Forrest County, Mississippi, clearly indicates the intention of the Defendant, Petal, to annex portions of the Plaintiff's service territory in Area 1 as described in Exhibit "A" to said complaint. Additionally, Defendant, Petal, in Section 3. serves notice of its intent to

"make the following improvements", including but not limited to "where necessary; installation and/or maintenance and/or acquisition and management of water and sewer lines or systems . . .". A true and correct copy of the complaint and all exhibits is attached hereto as Exhibit "C" and incorporated herein by reference.

9.

Glendale Utility District presently serves over fifteen hundred (1,500) residential and commercial customers and otherwise makes its water and sewer service available as required in order to obtain and qualify for 7 U.S.C. §1926(b) protection. In *North Alamo Water Supply Corp. v. The City of San Juan*, the Fifth Circuit held that a Texas water supply corporation (such as Glendale) meets the "made service available" requirement because of its legal obligation to provide service under state law. *North Alamo*, 910 F. 3d at 916. Glendale has this obligation under the Forrest County Board of Supervisors Order of September 7, 1965. However, Glendale also meets the "made service available" requirement even under the more strict application of the statute under the "Pipes in the Ground Test" adopted in the Tenth Circuit, as well as other courts. See, e.g., *Sequoyah County RWD No. 7 v. Town of Muldrow*, 191 Fd. 3d 1192 (10th Cir. 1999), and *Rural Water System #1 v. City of Sioux Center*, 202 F. 3d 1035 (8th Cir. 2000).

Glendale has brought this action seeking to enforce its right as the exclusive water service provider within Glendale's territory granted it by virtue of 7 U.S.C. §1926(b).

The courts that have addressed 7 U.S.C. §1926(b) have made it clear that the statute should be applied broadly to protect associations indebted to the federal government (in this case, USDA/Rural Development) from competition from expanding municipal systems, whatever form the competition may take:

"The clear message of the three federal cases applying 7 U.S.C.

§1926(b) and the Senate Report is that the statute should not be construed narrowly to prohibit municipal encroachment only if technically annexation or grant of a franchise, but should be applied broadly to protect rural water associations indebted to FmHA from competition from expanding municipal systems."

Jennings Water, Inc. v. City of North Vernon, Inc., 682 F. Supp. 421, 425 (S.D. Ind. 1988), affirmed at 895 F.2d 311 (7th Cir. 1989).

"Doubts about whether a water association is entitled to protection from competition under §1926(b) should be resolved in favor of the FmHA-indebted party seeking protection for its territory."

Sequoyah County Rural Water Dist. No. 7 v. Town of Muldrow, 191 F. 3d 1192, 1197 (10th Cir. 1999).

Finally, any "[d]oubts about whether a water association is entitled to protection from competition under §1926(b) should be resolved in favor of the FmHA-indebted party seeking protection for its territory."

Rural Water System #1 v. City of Sioux Center, 202 F. 3d 1035, 1038 (8th Cir. 2000) emphasis added.

10.

COUNT ONE - INJUNCTIVE RELIEF

Defendant, Petal's ordinance (attached as Exhibit "A" to Exhibit "C" hereto) and its filing of its complaint seeking judicial declaration of such intent is strictly prohibited by 7 U.S.C. §1926(b) and is a violation thereof. Accordingly, Petal's actions are an unconstitutional attempt to preempt federal law, and in violation of the act (if allowed) and would be an attempt to directly frustrate an important federal statutory scheme designed to promote rural development, as codified in 7 U.S.C. §1926. Accordingly, any action taken by the City of Petal as requested in its complaint should therefore be declared preempted, void, and unconstitutional, because said action is in direct conflict with the purposes and objective of 7 U.S.C. §1926 as described by every federal circuit court that

has considered such matters. Therefore, Defendant Petal should be enjoined by this Honorable Court from including any of the Glendale service area or described area of the Glendale Utility District in its ordinance and present request before the Forrest County Chancery Court. An order of this Court requiring Defendant Petal to amend its pleadings to remove all of Glendale's territory should be immediately entered upon an expedited hearing hereon pursuant to Fed. R. Civ. Pro. 57.

Glendale does not have a proper and adequate remedy at law and therefore, injunctive relief is a proper remedy for violation of 7 U.S.C. §1926(b).

This claim is also brought pursuant to and in accordance with 28 U.S.C. §§2201 and 2202, seeking a declaration of the rights and other legal relations of the parties.

There exists an actual case or controversy between Glendale and Petal regarding Petal's right to annex, encroach upon or incorporate areas over, upon and/or within Glendale's territory and its rights to sell water within Glendale's territory. Accordingly, Glendale also seeks to have the Court declare the rights and other legal relations of the parties and to enter the appropriate order enjoining and preventing Defendant Petal from its intended annexation of any of Glendale's service territory as requested in its chancery court complaint filed June 22, 2016, and the ordinance attached as Exhibit "A" to said Complaint (attached as Exhibit "C" hereto).

11.

Glendale also seeks to have the Court declare the rights and other legal relations of the parties as to the exclusive right of Glendale to sell water within Glendale's territory to all existing and/or future customers as protected by 7 U.S.C. §1926(b).

12.

COUNT TWO - DECLARATORY RELIEF

Glendale incorporates by reference all allegations above.

EXHIBIT "C"

13.

As previously stated, this claim is brought pursuant to and in accordance with 28 U.S.C. §§2201 and 2202, seeking a declaration of the rights and other legal relations of the parties pursuant to 7 U.S.C. §1926(b) in relation to the Glendale territory as duly authorized by the Forrest County Board of Supervisors and as a political subdivision thereof.

There exists an actual case or controversy between Glendale and Petal regarding (1) Petal's proposed encroachment upon and annexation of Glendale's territory wherein it has the exclusive right to provide water service to all property within Glendale's territory; and (2) judicial declaration that the Defendant, Petal, a Mississippi municipal corporation, does not have the authority to include any of Glendale's service territory within the boundaries of any proposed annexation as the same is strictly prohibited by 7 U.S.C. §1926(b).

14.

Specifically, Glendale is a qualifying water district as contemplated by and described in §1926(b) as it is a non-profit corporation established by order of the Forrest County Board of Supervisors pursuant to the order dated September 7, 1965; and Glendale Utility District of Forrest County, Mississippi, has the sole and exclusive legal right to sell water within its district territory as set forth in the above referenced order; Glendale has a continuing indebtedness to the United States Department of Agriculture/Rural Development which does not expire until 2028; and the water district clearly provides and makes service available to the area presently in dispute and contemplated to be annexed by Defendant, Petal. Plaintiff provides proof of these required elements by the attached Exhibit "D" (Affidavit of Doris Grant, President, Glendale Utility District of Forrest County, Mississippi), which is incorporated herein by reference.

15.

Defendant, Petal, and its attempt to annex and encroach upon territory serviced by Glendale, including any attempts to provide any service within that purported territory is preempted by federal law, 7 U.S.C. §1926(b) and such unconstitutional attempts to preempt federal law by the filing of the action in Forrest County Chancery Court by Petal is in violation of the Supremacy Clause of the Constitution of the United States. Additionally, said attempts would directly frustrate an important federal statutory scheme designed to promote rural development, as codified at 7 U.S.C. §1926. Said state court attempt and/or any action taken to confirm the ordinance passed by the Defendant Petal are in direct conflict with the purposes and objectives of 7 U.S.C. §1926 as described by every federal circuit court that has considered such matters. Accordingly, such attempt is preempted and thus should be declared void.

PRAYER

Wherefore, Glendale respectfully requests this Court to grant the relief that is set forth in the Complaint, specifically:

- (1) A declaration that Petal's acts of passing an ordinance including for proposed annexation, service territory exclusively controlled by Glendale are in violation of 7 U.S.C. §1926(b);
- (2) Injunctive relief against Petal, restraining it from annexing any property within Glendale's territory;
- (3) Injunctive relief against Petal, restraining it from selling water within Glendale's territory and to Glendale's existing or potential customers; and
- (4) A declaration that Petal's Petition for "Ratification, Approval and Confirmation of an Ordinance Enlarging, and Extending and Defining the Corporate Limits and Municipal

Boundaries of the City of Petal, Mississippi" to the extent that the same includes, describes, encroaches upon or proposes annexation of any of Glendale's exclusive territory and thus Glendale's exclusive right to provide water service within its federally protected territory is preempted by 7 U.S.C. §1926(b) and that a permanent injunction against Petal and Petal's Board of Aldermen and Mayor from the present ordinance and any attempts to enforce any further ordinance to encroach upon or annex any Glendale territory while Glendale remains indebted to federal government; and

(5) Such further and other relief to which Plaintiff is entitled.

Dated this the 7th day of July, 2016.

Respectfully submitted,

GLENDALE UTILITY DISTRICT
OF FORREST COUNTY, MISSISSIPPI

By:

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