

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 16, 2019 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
ATTORNEY	ROCKY EATON
ALDERMEN	BRAD AMACKER CRAIG BULLOCK TONY DUCKER WILLIAM KING CLINT MOORE STEVE STRINGER
OTHERS	T HARDGES V WILSON OTHERS

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

THE INVOCATION WAS OFFERED BY TONY DUCKER

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING THE AMENDMENTS

GENERAL BUSINESS

Request to approve the Request for Proposals for Solid Waste Services and authorize the City Clerk to advertise for bids.

Request to accept the resignation of David Clark in the Recreation Dept effective July 16, 2019.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE MINUTES FROM THE REGULAR MEETING OF JULY 2, 2019

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF JULY 2, 2019 AS WRITTEN. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
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.

THERE WAS NONE.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADOPT THE FOLLOWING RESOLUTIONS FOR PROPERTY CLEANUP

EXHIBIT "A"

211 CASSIL ST
300 W 7TH AVE
929 HWY 42
123 BYRD DR
154 CORINTH RD
103 BYRD DR

105 BYRD DR
15 MERCER DR
125 W CHERRY DR
120 W EIGHTH AVE
131 E CENTRAL AVE

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ADOPT THE FOREGOING RESOLUTIONS.
ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTION AMENDING THE 2018-2019 BUDGET

EXHIBIT "B"

RESOLUTION

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
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 A VARIANCE ON PAVED PARKING LOT FOR
SPIRITUAL LIFE CENTER

THEREUPON, ALDERMAN MOORE MADE A MOTION TO GRANT A VARIANCE ON PAVED PARKING FOR A
PERIOD OF TWO YEARS WITH THE EXCEPTIONS THAT THE CULVERTS ARE APPROVED BY PUBLIC WORKS
AND THAT A 10FT PAVED APRON MEETS THE PAVED CITY STREET. ALDERMAN KING SECONDED THE
MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

ALDERMAN BRAD AMACKER

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO DISCONTINUE RENTAL OF THE PAVILION AT HINTON
PARK

THEREUPON, ALDERMAN MOORE MADE A MOTION TO DISCONTINUE RENTAL OF THE PAVILION AT HINTON
PARK ALLOWING USAGE ON A FIRST COME/FIRST SERVE BASIS. ALDERMAN AMACKER SECONDED THE
MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
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 MICHAEL ROCKENBACH II IN THE RECREATION DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF MICHAEL ROCKENBACH II IN THE RECREATION DEPT EFFECTIVE JULY 22, 2019. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
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 REAPPOINT JEFFREY GINN TO THE PLANNING COMMISSION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO REAPPOINT JEFFREY GINN TO THE PLANNING COMMISSION FOR A TERM TO EXPIRE IN JULY 2024. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT A ZONING CHANGE FOR PROPERTY LOCATED AT 504 OLD RICHTON RD

EXHIBIT "C"

ORDINANCE 1979 (42-A418)

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE GRANTING A ZONING CHANGE FROM R-2 TO C-2 FOR PROPERTY LOCATED AT 504 OLD RICHTON RD PER THE PLANNING COMMISSION RECOMMENDATION. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PROPOSAL FROM MS POWER TO CHANGE LIGHTING ON EVELYN GANDY PKWY TO LED FIXTURES.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO TABLE THE RECOMMENDATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A HEARING DATE FOR PROPERTY LOCATED AT 213 CASSIL ST

THEREUPON, ALDERMAN KING MADE A MOTION TO SET A HEARING DATE OF AUGUST 27, 2019 AT 6:00 P.M. FOR PROPERTY LOCATED AT 213 CASSIL ST. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A HEARING DATE FOR PROPERTY LOCATED AT 235 COLLINS RD

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET A HEARING DATE OF AUGUST 27, 2019 AT 6:00 P.M. FOR PROPERTY LOCATED AT 235 COLLINS RD. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
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 2019

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF JUNE 2019. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT DONATION OF GUNS FROM THE MS ARMED FORCES MUSEUM.

EXHIBIT "D"

LIST OF GUNS

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE FOREGOING PROPERTY INTO POLICE DEPT INVENTORY. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE "REQUEST FOR PROPOSALS" ON SOLID WASTE SERVICES.

EXHIBIT "E"

SOLID WASTE RFP

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO APPROVE THE FOREGOING RFP AND AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
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 DAVID CLARK IN THE RECREATION DEPT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF DAVID CLARK IN THE RECREATION DEPT EFFECTIVE JULY 16, 2019. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR MELISSA MARTIN TO ATTEND MASTER CLERK FALL CONFERENCE IN OCTOBER 2019

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO AUTHORIZE MELISSA MARTIN TO ATTEND MASTER CLERK FALL CONFERENCE IN LAKE TIAK O'KHATA ON OCTOBER 2-4, 2019 AT A COST OF \$363.00 + MILEAGE. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
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 LYNN CAMPFIELD TO ATTEND MASTER CLERK FALL CONFERENCE IN OCTOBER 2019

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE LYNN CAMPFIELD TO ATTEND MASTER CLERK FALL CONFERENCE IN LAKE TIAK O'KHATA ON OCTOBER 2-4, 2019 AT A COST OF \$363.00. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
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 RATE OF PAY FOR TREVOR THORLA IN THE WATER DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN

DEEM IT NECESSARY TO RAISE THE RATE OF PAY
FOR TREVOR THORLA IN THE WATER DEPT

IT IS HEREBY ORDERED THAT TREVOR THORLA
BE RAISED TO \$12.00 PER HOUR EFFECTIVE
JULY 17, 2019

SO ORDERED THIS THE 16TH DAY OF JULY 2019

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN 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 RATE OF PAY FOR CODY
THEROT IN THE WATER DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
DEEM IT NECESSARY TO RAISE THE RATE OF PAY
FOR CODY THEROT IN THE WATER DEPT

IT IS HEREBY ORDERED THAT CODY THEROT
BE RAISED TO \$12.00 PER HOUR EFFECTIVE
JULY 17, 2019

SO ORDERED THIS THE 16TH DAY OF JULY 2019

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR EXECUTIVE SESSION

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION. ALDERMAN
MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING

ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
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 STEVEN SMITH IN THE POLICE DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO TERMINATE STEVEN SMITH EFFECTIVE JULY 16, 2019. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE REGULAR MEETING OF JULY 16, 2019. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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


MAYOR MARX

SEAL
THE CITY OF
INCORPORATED
AT THE
SEAL
MISSISSA MARTIN, CITY CLERK
APRIL 5, 1971
PETAL, MS.

EXHIBIT "A"

RESOLUTION

Resolution finding and determining that the property located at 929 Hwy 42 in Petal, Mississippi and owned by Alfred & Delores Brown, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 929 Hwy 42, Parcel# 3-021O-32-002.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED:

SECTION 1.

That the property located at 929 Hwy 42, Parcel # 3-021O-32-002.00, in Petal, Mississippi is in such a state of uncleanness and disrepair as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO, RESOLVED, on this the 16th day of July, 2019 A.D.

THE CITY OF PETAL, MISSISSIPPI
INCORPORATED 1914
SEAL
APRIL 5, 1914
PETAL, MS
Melissa Martin, City Clerk

Hal Marx, Mayor

THE CITY OF PETAL, MISSISSIPPI
INCORPORATED 1914
SEAL
APRIL 5, 1914
PETAL, MS
Melissa Martin, City Clerk

Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 154 Corinth Rd in Petal, Mississippi and owned by William & Dorothy Home, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 154 Corinth Rd., Parcel# 3-030H-01-214.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED:

SECTION 1.

That the property located at 154 Corinth Rd., Parcel # 3-030H-01-214.00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 16th day of July, 2019 A.D.

RESOLUTION

Resolution finding and determining that the property located at 300 W Seventh Ave in Petal, Mississippi and owned by Jason & Frieda Windham, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 300 W Seventh Ave, Parcel# 3-030C-02-172.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED:

SECTION 1.

That the property located at 300 W Seventh Ave, Parcel # 3-030C-02-172.00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 16th day of July, 2019 A.D.

THE CITY OF PETAL, MISSISSIPPI
INCORPORATED 1914
SEAL
APRIL 5, 1914
PETAL, MS
Melissa Martin, City Clerk

Hal Marx, Mayor

THE CITY OF PETAL, MISSISSIPPI
INCORPORATED 1914
SEAL
APRIL 5, 1914
PETAL, MS
Melissa Martin, City Clerk

Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 123 Byrd Dr in Petal, Mississippi and owned by Peter Blackwell, is in such a state of disrepair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 123 Byrd Dr, Parcel# 3-030H-01-194.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be condemned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED:

SECTION 1.

That the property located at 123 Byrd Dr., Parcel #3-030H-01-194.00, in Petal, Mississippi is in such a state of disrepair as to be a menace to the public health and safety of the community, and

SECTION 2.

That the City of Petal has found this property uninhabitable for humans and the property is therefore condemned.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 16th day of July, 2019 A.D.

CITY OF PETAL
MINUTE BOOK 37

EXHIBIT "A"

RESOLUTION

Resolution finding and determining that the property located at 105 Byrd Dr. in Petal, Mississippi and owned by Wilbur Loyd Properties, LLC, is in such a state of disrepair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 105 Byrd Dr, Parcel# 3-030H-01-148.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be condemned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 105 Byrd Dr., Parcel #3-030H-01-148.00, in Petal, Mississippi is in such a state of disrepair as to be a menace to the public health and safety of the community, and

SECTION 2.

That the City of Petal has found this property uninhabitable for humans and the property is therefore condemned.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 16th day of July, 2019 A.D.



Melissa Martin, City Clerk


Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 125 W Cherry Dr. in Petal, Mississippi and owned by Everett and Louise Farmer, is in such a state of uncleanness and disrepair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 125 W Cherry Dr., Parcel# 3-022N-35-262.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned and brought up to code.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 125 W Cherry Dr., Parcel # 3-022N-35-262.00, in Petal, Mississippi is in such a state of uncleanness and disrepair as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within fourteen (14) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 16th day of July, 2019 A.D.



Melissa Martin, City Clerk


Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 103 Byrd Dr. in Petal, Mississippi and owned by Wilbur Loyd Properties, LLC, is in such a state of disrepair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 103 Byrd Dr, Parcel# 3-030H-01-147.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be condemned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 103 Byrd Dr., Parcel #3-030H-01-147.00, in Petal, Mississippi is in such a state of disrepair as to be a menace to the public health and safety of the community, and

SECTION 2.

That the City of Petal has found this property uninhabitable for humans and the property is therefore condemned.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 16th day of July, 2019 A.D.



Melissa Martin, City Clerk


Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 15 Mercer Dr. in Petal, Mississippi and owned by Roslyn Hostley, is in such a state of disrepair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 15 Mercer Dr, Parcel# 3-030H-01-037.27 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be condemned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 15 Mercer Dr., Parcel #3-030H-01-037.27, in Petal, Mississippi is in such a state of disrepair as to be a menace to the public health and safety of the community, and

SECTION 2.

That the City of Petal has found this property uninhabitable for humans and the property is therefore condemned.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 16th day of July, 2019 A.D.



Melissa Martin, City Clerk


Hal Marx, Mayor

CITY OF PETAL
MINUTE BOOK 37

EXHIBIT "A"

RESOLUTION

Resolution finding and determining that the property located at 131 E Central Ave, in Petal, Mississippi and owned by Wade and Richard Wilford, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 131 E Central Ave, Parcel# 3-030B-01-083.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned and brought up to code,

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 131 E Central Ave, Parcel # 3-030B-01-083.00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within fourteen (14) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 16th day of July, 2019 A.D.




Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 120 W Eighth Ave, in Petal, Mississippi and owned by Ronald Roberts, Jr, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 120 W Eighth Ave, Parcel# 3-030F-02-010.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned and brought up to code,

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 120 W Eighth Ave, Parcel # 3-030F-02-010.00, in Petal, Mississippi is in such a state of uncleanness and disrepair as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 16th day of July, 2019 A.D.




Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 211 Cassill St in Petal, Mississippi and owned by Brett Allen Vanwey, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 211 Cassill St, Parcel# 3-030G-01-168.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned,

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 211 Cassill St, Parcel # 3-030G-01-168.00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 16th day of July, 2019 A.D.




Hal Marx, Mayor

CITY OF PETAL
MINUTE BOOK 37

EXHIBIT "B"

TOTAL REVENUE	\$323,334.00	
EXPENSES – WATER & SEWER FUND		
Debt Service	\$33,000.00	SRF Loan Repayment
TOTAL EXPENSES	\$33,000.00	
REVENUE – SOLID WASTE FUND		
Garbage Fees	\$3,000.00	
Transfer from Other Funds	\$6,585.00	
TOTAL REVENUE	\$9,585.00	
EXPENSES – SOLID WASTE FUND		
Personnel Services	\$1,824.00	Worker's Comp
Sanitation Services	\$ 840.00	Professional Fees
TOTAL EXPENSES	\$2,664.00	

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

Those present and voting "AYE" and in favor of the Passage, adoption and approval of the Foregoing resolution:

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

Those present and voting "NAY" or against the adoption of the Resolution,

None

WHEREAS, the foregoing Resolution was duly passed, adopted and approved on this the 16th day of July, A. D., 2019.

CITY OF PETAL, MISSISSIPPI

Hal Marx
HAL MARX, MAYOR



Melissa Martin
MELISSA MARTIN, CITY CLERK

RESOLUTION

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

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

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

FUND	INCREASE (DECREASE) BUDGET	REASON
REVENUE – GENERAL FUND		
BUILDING PERMITS	(60,000.00)	
SPECIAL DUTY FEES	1,264.00	USM GAMES
COURT FINES	(60,000.00)	
INSURANCE PROCEEDS	5,850.00	
SALE OF EQUIPMENT	58,556.00	
TOTAL REVENUE	(54,330.00)	
EXPENSES – GENERAL FUND		
Alderman Personnel	(16,045.00)	Insurance
Alderman Services	3075.00	Fireworks
Judicial Personnel	(10,000.00)	Insurance
Executive Services	1600.00	Travel
Financial Supplies	(5,746.00)	Repair/Maint Supplies
Financial Services	154,840.00	Property Insurance
Police Personnel	1,264.00	Overtime
Police Supplies	16,850.00	Vehicle Repair/Maint
Fire Personnel	(18,500.00)	Firefighter Wages
Fire Supplies	7,000.00	Vehicle repairs, uniforms
Fire Services	5,500.00	Repair/Maint
Building Personnel	(1,500.00)	Uniforms
Building Supplies	300.00	Vehicle repairs
Building Services	1,000.00	Telephone, Travel, Training
Street Services	(651.00)	Equipment repairs
Street Debt	651.00	Titles/Fees
Recreation Supplies	5,006.00	Gas/Oil
Recreation Services	(2,653.00)	Repairs, Programs
Recreation Capital Outlay	4,237.00	Improvements
Senior Center Personnel	500.00	Overtime
Senior Center Services	(500.00)	Sr Breakfast/Lunch
Civic Center Personnel	(150.00)	Worker Comp
Civic Center Supplies	1,425.00	Gas, Operating Supplies
Civic Center Services	3,000.00	Utilities
Transfer to Other Funds	46,585.00	Road/Bridge Projects
TOTAL EXPENSES	\$225,288.00	
REVENUE – ROAD & BRIDGE FUND		
Transfers from Other Funds	40,000.00	Transfer from General Fund
TOTAL ROAD & BRIDGE FUND	\$40,000.00	
REVENUE – WATER & SEWER FUND		
Emergency Loan Proceeds	\$333,334.00	
Water Tap	(\$10,000.00)	

Those present and voting "AYE" and in favor of the adoption of the foregoing Ordinance as a whole:

CITY OF PETAL
MINUTE BOOK 37

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

EXHIBIT "C"

Those present and voting "NAY" or against the adoption of the foregoing Ordinance as a whole:

NONE

WHEREUPON, the foregoing Ordinance be, and the same is hereby passed, adopted and approved on this the 16th day of July 2019,


HAL MARX, MAYOR




MELISSA MARTIN, CITY CLERK

PUBLISH ONE TIME: September 12, 2019

CITY OF PETAL
ORDINANCE BOOK 4

ORDINANCE NUMBER 1979 (42-A418)

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 1979 (42) OF THE CITY OF PETAL, MISSISSIPPI, AS AMENDED BY ORDINANCE NUMBERS 1979 (42-1) THROUGH 1979 (42-A417) SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT 504 OLD RICHTON ROAD, FROM R-2 (LOW-MEDIUM DENSITY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL DISTRICT)

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance Number 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A417) and the same is hereby changed and amended as per petition filed in connection therewith so that the land described as listed below. Change of current zoning from R-2 (Low-Medium Density Residential) to C-2 (General Commercial District).

Said land being more particularly described as follows, to wit:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI AND RUN S00°12'11"E FOR 421.69 FEET TO A ½" REBAR; THENCE RUN S00°23'15"W FOR 202.69 FEET TO A ½" REBAR; THENCE RUN S54°53'32"W FOR 68.34 FEET TO A ½" REBAR AND THE POINT OF BEGINNING, FROM THE POINT OF BEGINNING RUN S39°48'58"E FOR 188.91 FEET TO A ½" REBAR AND THE NORTH RIGHT-OF-WAY LINE OF OLD RICHTON PAVED PUBLIC ROAD; THENCE RUN S50°11'02"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 80.89 FEET TO A ½" REBAR; THENCE RUN S50°18'48"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 111.79 FEET TO A ½" REBAR; THENCE RUN N07°23'32"W FOR 108.43 FEET TO A ½" IRON PIPE; THENCE RUN N01°02'21"W FOR 91.77 FEET TO A ¾" IRON PIPE; THENCE RUN N00°30'44"W FOR 38.66 FEET TO A ½" REBAR; THENCE RUN N54°53'32"E FOR 52.75 FEET BACK TO THE POINT OF BEGINNING, SAID PARCEL OF LAND IS PART OF LOT 1 OF THE PAT ROGERS SURVEY, PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI AND CONTAINS 0.3602 ACRES (24,403 SQUARE FEET), MORE OR LESS.

as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, is hereby classified and placed in the C-2 (General Commercial District) zoning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning Ordinance No. 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A417) shall be and remain in full force and form as adopted on July 16, 2019.

SECTION 3. That this Ordinance shall take effect and be in full force within thirty (30) days from and after its passage as provided by law. The foregoing Ordinance having been reduced to writing, the same was introduced and read, and a vote was taken thereon, first section by section and then upon the Ordinance as a whole with the following results:

Those present and voting "AYE" and in favor of the passage, adoption and approval of Sections 1, 2 and 3 of the foregoing Ordinance:

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

Those present and voting "NAY" or against the adoption of any section of the foregoing Ordinance:

NONE

YOUR
COPY

Transfer Receipt

Mississippi Armed Forces Museum, Building 850, Camp Shelby MS 39407

This is to acknowledge transfer of the item(s) listed below from the Mississippi Armed Forces Museum and receipt to:

Name:	<u>Petal Police Department, c/o Jason James, Assistant Chief</u>	Date:	<u>2019.07.09</u>		
Address:	<u>127 W. 8th Avenue</u>				
City:	<u>Petal</u>	State:	<u>MS</u>	Zip:	<u>39465</u>
Work#:	<u>601-554-5331</u>	Fax#:	<u>601-544-5347</u>	Website:	<u>www.cityofpetal.com/deptpolice</u>
Email:	<u>mwilliams@cityofpetal.com - Miranda Williams, Administrative Assistant</u>				

Items and Description

1. 2000.08086.001 - Shotgun, Breechloading, Double barrel, NY Arms, 12 gauge, SN 165879
2. 2000.08895.001 - Pistol, US, Semiautomatic, 7-Rd Det Box Mag, (WWII Presentation Case PTO), Colt, M1911A1, Colt, .45 ACP, SN 7386PTO
3. 2003.094.001 - Rifle, Swedish, Bolt Action, 5-Rd Mag, Mfr 1900, Mauser, M1896, 6.5x55 mm, SN 80161
4. 2004.040.002 - Revolver, US, Double Action, Pull Pin, Smith & Wesson, Range Model, Hopkins & Allen, .38 S&W, SN 5918A
5. 2004.040.004 - Holster, Revolver, tan flap, received with 2004.040.002
6. 2005.085.025 - Revolver, US Colt New Line, .38 cal Colt Short rim-fire, SN 2205
7. 2005.085.026 - Revolver, US, Smith & Wesson, Vest Pocket Model 38, .38 cal S&W, SN 46575
8. 2005.085.027 - Revolver, US, Smith & Wesson, Vest Pocket Model 32, .32 cal short, SN 16137
9. 2005.085.028 - Revolver, US (?), Defender, Vest Pocket Model, .32 cal rim-fire, SN 566
10. 2005.085.029 - Pistol, Derringer, US, Remington, .41 cal short rim-fire, SN 433
11. 2005.085.030 - Pistol, US, M1903 Colt, .32 ACP cal (7.65 mm), SN 32315, with magazine

Received by:

JASON James Assistant Chief
(Name)

[Signature]
(Signature)

07-10-19
(Date)

Released by:

[Signature]
(Signature of Museum Representative)

10 Jul 19
(Date)

CITY OF PETAL
MINUTE BOOK 37

EXHIBIT "E"

PROPOSAL SPECIFICATIONS
AND CONTRACT DOCUMENTS
FOR SOLID WASTE SERVICES

Proposal Specifications
And Contract
Documents for Solid Waste Services
Consisting of:

Proposal Requirements
Contract Forms
Conditions of the Contract

CITY OF PETAL, MISSISSIPPI
COLLECTION/HAULING/DISPOSAL

For information regarding
this contract, contact:
City of Petal
119 W. 8th Ave., Petal, MS
39465
Phone: (601) 545-1776
Fax: (601) 545-6685

July 2019

City of Petal, Mississippi

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Collection/Hauling & Disposal	17-18
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INVITATION TO PROPOSE

Sealed proposals for Solid Waste Collection Services addressed to the City of Petal, Mississippi will be received at Petal City Hall, located at 119 West 8th Ave., Petal, MS 39465 until 5:00 p.m. LOCAL TIME on August 06, 2019 and then will be publicly opened and read at a meeting of the Mayor and Board of Aldermen on August 06, 2019 at 6:00 p.m. or shortly thereafter at City Hall. Any proposals received after the time and date specified will not be considered and will be returned unopened. Proposals which are mailed shall be addressed to the City of Petal, PO Box 564, Petal, MS 39465. All proposals shall be sealed and mailed (or hand delivered) in accordance with the 'Information to Proposers'.

LOCATION AND SPECIFICATIONS

The location of the services will be within the boundaries of the City of Petal ONLY.

Copies of the Contract Documents for the services contemplated herein may be examined at:

City of Petal
119 West 8th Ave.
Petal, MS 39465

In order to perform public work, the successful proposer shall, as applicable, hold or obtain such Contractor's and business licenses as required by state statutes.

A Contract will be awarded for the services contemplated herein. The City will investigate as is necessary to determine the performance record and ability of the apparent lowest and best responsible responsive qualified proposer able to perform the size and type of service specified under this Contract. Upon request, the proposer shall submit such information as deemed necessary by the CITY to evaluate the proposer's qualifications.

For information concerning the proposed services, contact City of Petal, Telephone: 601-545-1776 located at 119 West 8th Ave., Petal, MS 39465.

The right is reserved to reject all proposals or any proposal not conforming to the intent and purpose of the Contract Documents, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond 90 days from the proposal opening date.

Dated this 16th day of July, 2019. City of Petal, Mississippi.

By: Hal Marx, Mayor

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CITY OF PETAL MINUTE BOOK 37

EXHIBIT "E"

INFORMATION FOR PROPOSERS

Proposals will be received by the City of Petal herein called the "City" located at 119 West 8th Ave., Petal, MS on August 06, 2019 until 5:00 p.m. and then will be publicly opened and read at a meeting of the Mayor and Board of Aldermen on August 06, 2019 at 6:00 p.m. or shortly thereafter. Any proposals received after the time and date specified will not be considered and will be returned unopened. Proposals which are mailed shall be addressed to the City of Petal, PO Box 564, Petal, MS 39465. All proposals shall be sealed and mailed in accordance with the information to Proposers.

Each sealed envelope containing a proposal should be plainly marked on the outside as a proposal for the RFP for Solid Waste Services for the City of Petal and the envelope must bear on the outside the name of the Proposer, proposer's address, and be addressed to the City of Petal. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to: City of Petal, ATTENTION: Mayor, P.O. Box 564, Petal, MS 39465.

All Proposals must be made on the required proposal form. All blank spaces for proposal prices must be filled in, in ink or typewritten, and the proposal form must be completed and executed when submitted. Only one copy of the proposal form is required.

The contract will be awarded on the basis of the low base proposal or low combination of base proposal and those alternatives which produce a total within available funds. (The City reserves the right to waive irregularities and to reject any and all proposals.) The City reserves the right to award to other than the low Proposer when, in the City's judgement, it is in their best interest to do so. Any proposal may be withdrawn prior to the above scheduled time for the opening of proposals or authorized postponement thereof. (No Proposer may withdraw a proposal within 90 days after the actual date of the opening thereof.) Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the City and the Proposer.

Proposer must satisfy themselves of the accuracy of the estimated quantities or house counts in the Proposal Schedule by examination of the site and a review of the specifications. After proposals have been submitted, the Proposer shall not assert that there was a misunderstanding concerning the quantities of SERVICE or of the nature of the SERVICE to be done.

If any person contemplating the submission of a proposal for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed contract documents, he should submit a written request for an interpretation thereof to: City of Petal, Post Office Box 564, Petal, Mississippi 39465 or to the e-mail address: mmurphy@cityofpetal.com. The request must be received at least seven days prior to the date fixed for opening of proposals. Any interpretation of the contract documents will be made by ADDENDA duly issued to each person receiving a set of Proposal

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Documents. The City will not be responsible for explanations or interpretations of proposed documents except as issued in accordance herewith.

The City shall provide to Proposers, all information which is pertinent to the type and quantity of service.

The CONTRACT DOCUMENTS contain the provisions regarding providing solid waste collection services. Information obtained from an officer, agent, or employees of the CITY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract. The NOTICE OF AWARD shall be accompanied by the necessary Agreement. In case of failure of the proposer to execute and submit the AGREEMENT, or the CERTIFICATE OF INSURANCE, the CITY may at its option determine the Proposer in default.

Contract execution is covered in paragraph 15, page 11 of the Instructions to Proposers.

The CITY may make such investigations as deemed necessary to determine the ability of the Proposer to perform the WORK, and the Proposer shall furnish to the CITY all such information on and data for this purpose as the CITY may request. The CITY reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the CITY that such Proposer is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified PROPOSAL will not be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over services shall apply to the contract throughout.

Each Proposer is responsible for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any Proposer to do any of the foregoing shall in no way relieve any Proposer from any obligation in respect to his proposal.

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INSTRUCTIONS TO PROPOSERS

1. FORMAT

The Contract Documents are divided into parts, divisions and sections in keeping with accepted industry practice to separate categories of subject matter for convenient reference thereto.

2. SPECIFICATION LANGUAGE

"Command" type sentences are used in the Contract Documents. These refer to and are directed to the Contractor.

3. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Propose. The scope is indicated on the accompanying drawings and specified in applicable parts of these Contract Documents.

4. QUALIFICATION OF CONTRACTORS

The prospective proposers must meet the statutorily prescribed requirements before award of contract by the CITY.

5. DOCUMENT INTERPRETATION

The Contract Documents governing the work proposed herein consists of all material bound herewith. These Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed services. Any person contemplating the submission of a proposal shall have thoroughly examined all of the various parts of these documents, and should there be any doubt as to the meaning or intent of said Contract Documents, the proposer should request of the City, in writing (at least 7 days prior to proposal opening), an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of Addenda to the documents which will be furnished to all proposers receiving a set of the documents. Proposers shall submit with their proposal or indicate receipt of all Addendums. The CITY will not be responsible for any other explanation or interpretations of said documents not issued in writing by Addendum.

6. PROPOSER'S UNDERSTANDING

Each proposer must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful proposer of his obligation to enter into the Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Proposer's obligation to verify for himself and to his complete satisfaction all information concerning site conditions.

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Each proposer shall inform himself of, and the proposer awarded a Contract shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

7. TYPE OF PROPOSAL

A. General

Types of proposals for the work specified in these Contract Documents will be unit as set forth on the Proposal form.

B. Unit Price

When the proposal for the work is to be submitted on a unit price basis, unit price proposals will be accepted on all items of work set forth in the proposal. The estimate of quantities of work to be done is tabulated in the proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of the Contract shall be made (payment to the Contractor will be made on the measurement of the work actually performed by the Contractor as specified in the Contract Documents). The CITY reserves the right to increase or diminish the amount of any class of work as may be deemed necessary, except said increase will not exceed 15 percent, either up or down, without a negotiated change order.

8. PREPARATION OF PROPOSALS

All blank spaces in the proposal form must be filled in, preferably in black ink, in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures.

Any proposal shall be deemed informal which contains material omissions, or irregularities, or which in any manner shall fail to conform to the conditions of the published Invitation to Proposal.

The proposer shall sign his proposal in the blank space provided therefor. If proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the CITY prior to opening of proposals or submitted with the proposal.

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CITY OF PETAL
MINUTE BOOK 37

EXHIBIT "E"

As indicated on the Proposal, prices are requested for Collection/Hauling & Disposal. The CITY is a member of the **Pine Belt Regional Solid Waste Authority** and has selected the disposal site and the contractor for collection and haul will haul collected waste to that site. The following sites are available for disposal.

Site Name	Location
PBRWSA Landfill	Highway 29, Perry County
PBRWSA Transfer Station	Faulkner Street, Hattiesburg

9. CHANGES IN QUANTITIES

The CITY reserves the right to increase or decrease the amount of any class of unit price work that may be deemed necessary, **except that** such increases or decreases in amount shall not be more than 15 percent of the quantities shown in the specifications without a negotiated Change Order.

10. STATE AND LOCAL SALES AND USE TAXES

All state and local sales and use taxes, as required by the laws and statutes in the state and its political subdivisions, should be paid by the contractor. Prices quoted in the proposal shall include all nonexempt sales and use taxes, unless provision is made in the proposal form to separately itemize the tax.

11. SUBMISSION OF PROPOSALS

All proposals must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Propose. Proposals must be made on the proposal forms provided herein. Each proposal must be submitted in a sealed envelope or container, so marked as to indicate its contents without being opened, and addressed in conformance with the instructions in the Invitation to Propose.

12. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn prior to the scheduled time for the opening of proposals either by telegraphic or written request, or in person.

13. PROPOSER QUALIFICATION

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest and best Proposer to perform the size and type of work specified under this Contract. Upon request, the Proposer should submit such additional information not specifically requested herein, as deemed necessary by the CITY to evaluate the Proposer's qualifications.

14. BASIS OF AWARD

The CITY will award one contract for collection, hauling and disposal.

The CITY will award the proposal to the contractor that is determined to be in their best interest. The CITY will review the proposals and determine that it is in their best interest or will exercise their rights to reject all proposals.

Within 60 calendar days after the opening of proposals, unless otherwise stated in the Invitation to Propose or Supplementary Conditions of these documents, **the CITY will accept one of the proposals or will act in accordance with basis of award, below.** The acceptance of the proposal will be by written Notice of Award, mailed or delivered to the office designated in the proposal. In the event of failure of the lowest responsible qualified proposer to sign and return the proper documents, as prescribed herein, the CITY may award the Contract to the next lowest and best proposer. Such award, if made, will be made within 90 days after the opening of proposals.

In order to be considered responsive with the Invitation to Propose, a Proposal must:

- (1) Be completed, signed, and notarized and be in compliance in all respects to the conditions of the Invitation to Propose and Instructions to Proposers.
- (2) Be made on the Proposal forms provided and submitted intact as part of the Contract Documents.
- (3) Contain no alterations to the terms or conditions of these Contract Documents except as specifically directed in these Contract Documents.

In order to be considered responsible, a Proposer must establish to the complete satisfaction of the CITY, as a minimum, that he has:

- (1) A permanent place of business within the local area where calls will be handled.
- (2) Adequate financial resources to meet his Contract obligations and will maintain same for the Contract period.
- (3) Adequate equipment to perform the work properly and within the time prescribed in the Contract.
- (4) The necessary experience and technical qualifications in the type of work provided for in the Contract.

15. EXECUTION OF CONTRACT

The successful proposer shall, within 15 days after receiving Notice of Award, sign and deliver to the CITY the Contract hereto attached together with the Certificate of Insurance. Within 10 days after receiving the signed contract with acceptable insurance from the successful proposer, the CITY'S authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract. Within 15 days of execution, the CITY will issue the Notice to Proceed.

PROPOSAL NOTE: Use preferably black ink for completing this proposal form

PROPOSAL FORM

To: City of Petal, Mississippi

Project Title: Solid Waste Collection/Hauling/Disposal

PROPOSER: _____

ADDRESS: _____

DATE: _____

PROPOSER'S PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS PROPOSAL.

NAME/TITLE: _____

TELEPHONE: _____

PROPOSER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Proposer, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair without fraud, that it is made without collusion with any official of the CITY, and that the proposal is made without any connection or collusion with any person submitting another proposal on this contract.

The proposer further declares that he has carefully examined the contract documents for the services requested, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

By signing of this Proposal, the Proposer agrees to full compliance with the requirements set forth in the section of these Contract Documents titled Supplemental General Conditions.

CITY OF PETAL
MINUTE BOOK 37

EXHIBIT "E"

CONTRACT EXECUTION AND CERTIFICATE OF INSURANCE

The proposer agrees that if this proposal is accepted, he will, within 10 days, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the CITY the Certificate of Insurance required herein, and will, to the extent of his proposal, furnish all machinery, tools, apparatus, and other means of services and do the work and furnish all materials necessary to provide services as specified or indicated in the Contract Documents.

START OF SERVICES AND CONTRACT ENDING DATE

The proposer further agrees to begin work by date stated in the Notice to Proceed issued by the CITY to the Contractor. The contract term shall begin on October 1, 2019 and extend until as specified in the proposal for the selected term.

Solid Waste Collection, Hauling and Disposal Unit Price Proposal

Provide one (1) time per week collection/hauling/disposal services for the City of Petal (with approximately 4,000 units). Collection shall include residential and light commercial garbage in 95-gallon cart, trash, bulky waste (household rubbish and yard waste generated by the resident), and rubbish. The Contractor shall provide and then maintain for each unit one (1) new plastic cart on wheels with interlocking plastic lid capable of being wheeled to the curb full of garbage and being dumped into the Contractor's collection truck. The base term of the agreement shall be for four (4) years with an option for two (2) one (1) year extensions.

PROPOSER'S SIGNATURE AND SWORN STATEMENT

STATE OF _____ COUNTY OF _____

I hereby certify that I am submitting this Proposal on behalf of:

a (check one) _____ Corporation _____ Partnership
 _____ Sole Proprietorship _____ Joint Venture
 _____ Other (describe) _____

of the City of _____

in the State of _____

that I have examined and prepared the foregoing Proposal (s) based on the information contained in the Contract Documents provided with the Proposal; that I have checked the same in detail before submitting this Proposal; that I have full authority to make such statements and submit this Proposal in (its) (their) (my) behalf, and that these statements are true and correct.

Signature: _____

Title: _____

Subscribe and sworn to and before me this _____ day of _____, 2019,

Notary Public in the state of _____ My commission expires: _____

(Notary Seal)

CONTRACT

THIS AGREEMENT, made and entered into on the _____ day of _____, 2019, by and between _____, hereinafter called CONTRACTOR, and the City of Petal, hereinafter called the CITY:

WITNESSETH:

That the CONTRACTOR, for the consideration hereinafter fully set out, hereby agrees with the CITY as follows:

That the CONTRACTOR shall perform all of the work in manner and form as provided by the following enumerated specifications and documents, which are attached hereto and make a part hereof, as if fully contained herein:

1. That the CONTRACTOR shall commence the work to be performed under this Agreement on a date to be specified in a written order of the CITY and shall fully complete all work hereunder within the specified consecutive calendar days in the Proposal.

2. That the CITY hereby agrees to pay to the CONTRACTOR for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, the amount of:

Service Area	Frequency	Approx. Units	Equipment	Price per month
City of Petal	One time/week	4,000	95 gal carts	\$
Parks & Rec	One time/week	1	8 yd FL	\$
Street Department	Three times/week	1	8 yd FL	\$
Civic Center	One time/week	1	8 yd FL	\$
Extra Can	One time/week	1	95 gal cart	\$

(Unit dollar amount represents total for term of contract selected based on option chosen) based on the estimated quantities and unit prices contained herein.)

1. That on or before the 3rd day of each month, the CONTRACTOR shall submit an invoice to the CITY. The CITY shall make payments to the CONTRACTOR on the basis of said invoice for work performed during the preceding calendar month by the 20th day of the same month.

2. No additional work or extras will be done unless the same shall be duly authorized by appropriate action by the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in - counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original contract.

CONTRACTOR WITNESSES:

CITY OF PETAL ATTEST:

By: _____

By: _____

Title: _____

Title: _____

CITY OF PETAL
MINUTE BOOK 37

EXHIBIT "E"

SOLID WASTE SERVICE CONTRACT

This contract is made and entered into by and between (CONTRACTOR'S NAME) (hereinafter referred to as "Contractor") and the City of Petal, Mississippi (hereinafter referred to as "City").

WITNESSETH

For and in consideration of the mutual benefits and advantages each to the other as hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree that:

1. The Request for Proposal document and exhibits from the City, the CONTRACTOR'S proposal documents and correspondence concerning the proposal attached are hereby made a part of this Contract as fully and completely as if set forth in words and figures herein. Terms used herein shall have the same meaning as set forth in the General Provisions.
2. The work to be done and services to be performed, as more specifically disclosed by the aforesaid documents, the performance of which is covered by this Contract, is the regularly scheduled collection of solid waste, rubbish and bulky waste from all residential units and eligible small businesses within the geographic limits of the area delineated as the City limits, as well as the disposal of collected waste material and the delivery of collected waste materials to the City designated disposal site.
3. The Contractor agrees to furnish all equipment and personnel necessary for the timely and adequate performance of the work and services contemplated by this Contract and to faithfully perform the same in accordance with the Contract Documents to the satisfaction of the City and in accordance with the laws of the United States, the State of Mississippi, and the ordinances of the City. For these services, the Contractor shall initially be compensated the amount of \$_____ per unit, subject to all provisions of this Contract, with reference to reductions, damages, or penalties arising from the performance of the Contractor. Provided, however, that the foregoing does not constitute a waiver or release of any claims Contractor may have against the City for breach of the terms of this Contract, or for damages resulting from the negligence or willful misconduct of the City, its employees, agents and subcontractors.
4. The initial Contract period shall commence on October 1, 2019 and end on September 30, 2023, provided however the City and the Contractor may extend the Contract period as described in the proposal documents prepared by the City. During the contract the City may provide a ninety (90) day notice of termination if at any time the Contractor is providing unsatisfactory recurring service and the Contractor may

provide a ninety (90) day notice of termination due to non-payment by the City. Any such written notice shall be served, along with the validated documentation, by certified or registered mail, return receipt requested.

5. The Contractor agrees to comply with all applicable state, federal and local laws, rules and regulations, including, but not limited to the Davis-Bacon Act, the Contract Work Hours Standards Act, the Anti-Kickback Act, the Civil Rights Act of 1964, the Americans with Disabilities Act and the Occupational Safety and Health Act, as each of the same exists on the date hereof or as may be amended from time to time.
6. This Contractor may not assign or sublet, in whole or in part, by operation of law or otherwise, this Contract or any of its rights or obligations hereunder, to any person or entity without the prior written consent of the City, which consent shall not be unreasonably withheld.
7. Attached hereto and made a part of this Contract is a performance bond executed by a surety company licensed in the State of Mississippi and the amount agreed upon by both parties and not more than 100% of one year's annual contract. This bond shall remain in force during the entire term of the Contract and any renewable thereof, and all premiums shall be paid by the Contractor.
8. This Contract does not and shall not be construed to create any partnership or agency whatsoever. This Contract shall be subject to and governed by the laws of the State of Mississippi, and United States of America laws, rules, regulations, codes and orders. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision of this Contract. This Contract may only be amended in writing by mutual agreement of both parties and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, this 3rd day of September, 2019.

CONTRACTOR:

(Contractor's Name)

By: _____

Title: _____

Attest: _____

CITY:

City of Petal, Mississippi

By: _____

Title: _____

Attest: _____