

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 APRIL 20, 2021 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 MIKE LOTT STEVE STRINGER
OTHERS	VALERIE WILSON DREW BRICKSON ADA MADISON OTHERS

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

THE INVOCATION WAS OFFERED BY TONY DUCKER

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

GENERAL BUSINESS

Request to accept the resignation of Hal Marx from the Pine Belt Regional Solid Waste Authority's Board of Directors effective April 20, 2021.

Request to appoint Tony Ducker to the Pine Belt Regional Solid Waste Authority's Board of Directors effective April 21, 2021.

SEMINARS & TRAVEL

Request for T J Burkhalter and Will Lewis to attend Swift Water Tech Refresher on April 26-28, 2021 in Picayune, MS at no cost.

Request for T J Burkhalter and Will Lewis to attend Structural Collapse Tech Class in Meridian, MS on May 9-17, 2021 at no cost.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE MINUTES FROM THE REGULAR MEETING OF APRIL 6, 2021 AND THE SPECIAL MEETING OF APRIL 12, 2021.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF APRIL 6, 2021 AND THE SPECIAL MEETING OF APRIL 12, 2021 AS WRITTEN. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO AUTHORIZE FAIRLEY CONSTRUCTION TO CONNECT 34-ACRE PROPOSED SUBDIVISION ON HERRINGTON RD TO CITY SEWER

THEREUPON, ALDERMAN STRINGER MADE A MOTION.

MOTION DIED DUE TO LACK OF A SECOND

THEREUPON, ALDERMAN MOORE ENTERED THE MEETING.

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR RELIEF FROM SUBDIVISION REGULATIONS ALLOWING FOUR (4) SINGLE FAMILY HOMES OF AT LEAST 1400 SQ FT ON PROPERTY LOCATED ON HWY 42, MANOR DR, AND SHERWOOD FOREST DR.

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO GRANT RELIEF FROM SUBDIVISION REGULATIONS ALLOWING FOUR (4) HOMES OF AT LEAST 1400 SQ FT ON PROPERTY LOCATED ON HWY 42, MANOR DR, AND SHERWOOD FOREST DR. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR RELIEF FROM SUBDIVISION REGULATIONS FOR PROPERTY ON SMITHVILLE RD.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO GRANT RELIEF FROM SUBDIVISION REGULATIONS FOR PROEPRTY LOCATED ON SMITHVILLE RD. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
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 ON GLENWOOD DR

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET A HEARING DATE OF MAY 11, 2021 AT 6:00 P.M FOR PROPERTY LOCATED ON GLENWOOD DR. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO DISPOSE OF VARIOUS SCBA BOTTLES AND TWO (2) HARNESSSES IN THE FIRE DEPT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE DISPOSAL OF VARIOUS OUTDATED SCBA BOTTLES AND TWO (2) HARNESSSES IN THE FIRE DEPT. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 521 E 5TH AVE DUE TO A LEAK

THEREUPON, ALDERMAN MOORE NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 521 E 5TH AVE IN THE AMOUNT OF \$501.00. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 306 N MAIN ST DUE TO A LEAK

THEREUPON, ALDERMAN STRINGER NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 306 N MAIN ST IN THE AMOUNT OF \$41.00. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR ADJUSTMENT TO SERVICES BILLED TO 10 PROFESSIONAL PARKWAY AS FOLLOWS DUE TO A LEAK

Water - \$2260.00
Sewer - \$770.16
Sales Tax - \$158.20

THEREUPON, ALDERMAN MOORE NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST SERVICES BILLED OT 10 PROFESSIONAL PARKWAY AS LISTED. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
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 ON EVELYN GANDY PKWY EAST OF DEERWOOD DR

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET A HEARING DATE OF MAY 11, 2021 AT 6:00 P.M. FOR PROPERTY LOCATED ON EVELYN GANDY PKWY EAST OF DEERWOOD DR. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE AGREEMENT WITH HATCH MOTT MCDONALD FOR STORMWATER SERVICES

EXHIBIT "A"

AGREEMENT

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ACCEPT THE AGREEMENT WITH HATCH MOTT MCDONALD FOR STORMWATER SERVICES. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MARCH 2021

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MARCH 2021. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING PROOF OF PUBLICATION

PUBLIC NOTICE – L & A TESTING

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE FOREGOING PROOFS OF PUBLICATION FOR FILING. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FY2020 AUDIT FOR THE LIBRARY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE FY2020 AUDIT FOR THE LIBRARY. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED HIS RESIGNATION FROM THE PINE BELT REGIONAL SOLID WASTE AUTHORITY'S BOARD OF DIRECTORS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF HAL MARX FROM THE PINE BELT REGIONAL SOLID WASTE AUTHORITY'S BOARD OF DIRECTORS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPOINT TONY DUCKER TO THE PINE BELT REGIONAL SOLID WASTE AUTHORITY'S BOARD OF DIRECTORS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPOINT TONY DUCKER TO THE PINE BELT REGIONAL SOLID WASTE AUTHORITY'S BOARD OF DIRECTORS. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR COLE MORROW TO ATTEND POLICE BASIC TRAINING CERTIFICATION IN HATTIESBURG, MS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE COLE MORROW TO ATTEND POLICE BASIC TRAINING CERTIFICATION IN HATTIESBURG, MS ON APRIL 12 – JUNE 18, 2021 AT A COST OF \$3600.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR CATHERINE STEWART TO ATTEND 40-HOUR DISPATCHER CERTIFICATION IN MENDENHALL, MS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE CATHERINE STEWART TO ATTEND 40-HOUR DISPATCHER CERTIFICATION IN MENDENHALL, MS ON MAY 17-21, 2021 AT A COST OF \$395.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR ROBERT ARRAZATTE TO ATTEND POLICE REFRESHER TRAINING CERTIFICATION IN HATTIESBURG, MS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE ROBERT ARRAZATTE TO ATTEND POLICE REFRESHER TRAINING CERTIFICATION IN HATTIESBURG, MS ON APRIL 12 – JUNE 18, 2021 AT A COST OF \$1500.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO AUTHORIZE CODY CRAWFORD AND DANIEL KLEM TO ATTEND FIREARMS INSTRUCTOR PROGRAM IN COLUMBIA, MS

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE CODY CRAWFORD AND DANIEL KLEM TO ATTEND FIREARMS INSTRUCTOR PROGRAM IN COLUMBIA, MS ON MAY 24 – 26, 2021 AT A COST OF \$700.00. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR DONNY WAGERS TO ATTEND 2021 MSRWA ANNUAL CONFERENCE ON JUNE 1 – JUNE 3, 2021

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE DONNY WAGERS TO ATTEND 2021 MSRWA ANNUAL CONFERENCE AT A COST OF \$673.97. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR AMANDA RICHARDSON TO ATTEND 2021 MSRWA ANNUAL CONFERENCE FOR ONE DAY ON JUNE 1, 2021

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE AMANDA RICHARDSON TO ATTEND 2021 MSRWA ANNUAL CONFERENCE FOR ONE ON JUNE 1, 2021 AT A COST OF \$100.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR T J BURKHALTER AND WILL LEWIS TO ATTEND SWIFT WATER TECH REFRESHER IN PICAYUNE, MS

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE T J BURKHALTER AND WILL LEWIS TO ATTEND SWIFT WATER TECH REFRESHER ON APRIL 26 – 28, 2021 IN PICAYUNE, MS AT NO COST. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR T J BURKHALTER AND WILL LEWIS TO ATTEND STRUCTURAL COLLAPSE TECH CLASS IN MERIDIAN, MS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE T J BURKHALTER AND WILL LEWIS TO ATTEND STRUCTURAL COLLAPSE TECH CLASS IN MERIDIAN, MS ON MAY 9-17, 2021 AT NO COST. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING JOEY SCOTT PART TIME IN THE POLICE DEPT

ORDER

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

IT IS HEREBY ORDERED THAT JOEY SCOTT
BE HIRED PART TIME IN THE POLICE DEPT
AT A RATE OF \$13.00 PER HOUR EFFECTIVE
APRIL 21, 2021

SO ORDERED THIS THE 20TH DAY OF APRIL 2021

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
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 PHIL HAMILTON IN THE STREET DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
RAISE THE RATE OF PAY FOR PHIL HAMILTON

IT IS HEREBY ORDERED THAT PHIL HAMILTON
BE RAISED TO \$15.00 PER HOUR EFFECTIVE
APRIL 21, 2021

SO ORDERED THIS THE 20TH DAY OF APRIL 2021

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
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 MARSHALL HENDERSON IN THE STREET DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
RAISE THE RATE OF PAY FOR MARSHALL HENDERSON

IT IS HEREBY ORDERED THAT MARSHALL HENDERSON
BE RAISED TO \$15.00 PER HOUR EFFECTIVE
APRIL 21, 2021

SO ORDERED THIS THE 20TH DAY OF APRIL 2021

THEREUPON, ALDERMAN MOORE 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 MIKE LOTT
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 WILLIAM CRIDDLE IN THE STREET DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
RAISE THE RATE OF PAY FOR WILLIAM CRIDDLE

IT IS HEREBY ORDERED THAT WILLIAM CRIDDLE
BE RAISED TO \$14.50 PER HOUR EFFECTIVE
APRIL 21, 2021

SO ORDERED THIS THE 20TH DAY OF APRIL 2021

THEREUPON, ALDERMAN AMACKER 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 TONY DUCKER
ALDERMAN MIKE LOTT
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 WILLIAM CREEL IN THE STREET DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
RAISE THE RATE OF PAY FOR WILLIAM CREEL

IT IS HEREBY ORDERED THAT WILLIAM CREEL
BE RAISED TO \$16.50 PER HOUR EFFECTIVE
APRIL 21, 2021

SO ORDERED THIS THE 20TH DAY OF APRIL 2021

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER TRANSFERRING JARED HOLMES TO THE STREET DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
TRANSFER JARED HOLMES

IT IS HEREBY ORDERED THAT JARED HOLMES BE
TRANSFERRED TO THE STREET DEPT AT A RATE
OF \$14.00 PER HOUR EFFECTIVE APRIL 21, 2021

SO ORDERED THIS THE 20TH DAY OF APRIL 2021

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT

THEREUPON, ADA MADISON STATED THAT HILLCREST LOOP AND E CENTRAL AVE NEED TO BE REPAIRED.

WHEREAS, MAYOR MARX REPORTED THAT THE BOARD NEEDS TO HAVE A DISCUSSION ON WHEN TO SET ELECTION FOR 3% SALES TAX INCREASE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE REGULAR MEETING OF APRIL 20, 2021. ALDERMAN MOORE SECONDED THE MOTION.

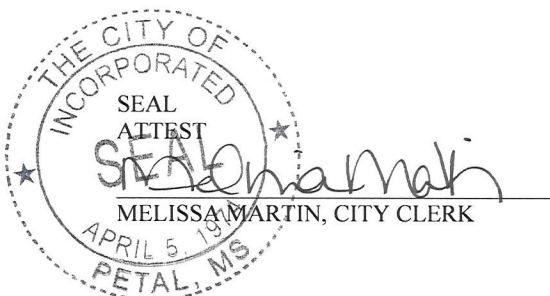
THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
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.



MELISSA MARTIN, CITY CLERK

MAYOR MARX

GENERAL TERMS AND CONDITIONS

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

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

Article 3 - Payment Consultant may invoice the Client in accordance with the Schedule of Rates, if any, attached. The Client shall pay Consultant for such invoices within the time specified therein, or if no time is specified, within thirty (30) days of the date of the invoice.

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

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

Article 4 - Omitted

Article 5 - Plans, Specifications and Designs 5.1 Reports and other services of Consultant shall be performed by Consultant on the assumption that information furnished by the Client or by any person on behalf of or with instructions from the Client is correct, and Consultant shall not be liable for any loss, damage or extra cost arising from any inaccuracy in such information.

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

Article 6 - Reports and Deliverables

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

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

Article 7 - Extra Services The Client shall have the right to request Consultant to perform services in connection with the Project that are in addition to the Services ("Extra Services") and Consultant may, subject to agreement on the payment for such Extra Services, agree to perform such Extra Services, such agreement not to be unreasonably withheld. Consultant shall be paid by the Client for the performance of Extra Services on the same basis and at the same time as Consultant is paid for the Services unless the basis of payment for the Services is a fixed fee in which case the parties shall agree to an equitable adjustment on the fixed fee.

Article 8 - Confidential Information

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

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

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

Article 9 - Insurance

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

9.2 Omitted

Article 10 - Omitted

Article 11 - Omitted

Article 12 - Termination

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

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

Article 13 - Force Majeure If either party is impeded in whole or in part by any event of force majeure including without limitation any act of God, war, riot, labor dispute, change in law, terrorism, civil commotion or unrest, flood, strike, fire, or any cause beyond the control of such party (except for financial inability), then such Party so impeded shall be relieved of its obligations hereon. Any party so impeded in whole or in part by force majeure shall promptly give the other party notice of the force majeure event including reasonably full particulars of respect thereof. Any party so impeded shall not be entitled to an equitable adjustment of the Agreement, which may include an increase in price, extension of time or other equitable relief as in good faith is reasonable, appropriate and supportable.

Article 14 - Notice Any notice, request, order, statement or other communication required or permitted to be given hereunder shall be in writing and may be given by delivery in person to an officer of the other party or by mailing the same by first class mail, postage prepaid, addressed to the other party, to the addresses shown on the last page of this Purchase Order. Notice given by facsimile transmission or e-mail shall be deemed to have been given on the day of transmittal, if transmittal occurs on a business hours, or on the next business day if transmitted outside of normal business hours. Notice given by mail shall be deemed to have been given on the fifth business day after mailing.

Article 15 - General

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

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

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

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

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

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

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

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

The BMP's include, but are not limited to:

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

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

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

Task B -Annual Reporting and Recovery

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

COMPENSATION

The ENGINEER shall be compensated as follows:

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

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

NAME OF CLIENT MOTT MACDONALD, LLC

By: _____

By: _____

Print or Type Name

Title

Date: _____

Date: _____

WORK ORDER

Dated: March 18, 2021

This Work Order is issued between CLIENT and MOTT MACDONALD, LLC, pursuant to the General Terms and Conditions (attached hereto) between the parties dated the 18th day of March 2021, and subject to all the terms and conditions thereof.

SCOPE OF WORK TO BE PERFORMED

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

Task A - Implementation of Minimum Control Measures

Mott MacDonald (MM) proposes to review and consult the City of Petal on implementation and/or improvement of the existing Stormwater Management Program that is composed of six program elements, or minimum control measures. A summary of the minimum control measures that constitute the Stormwater Management Program follows:

A.1 Public Education and Outreach

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

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

A.2 Public Participation and Involvement

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

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

A.3 Illicit Discharge Detection and Elimination

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

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

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

CITY OF PETAL
MINUTE BOOK 38
EXHIBIT "A"

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

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

A.4 Construction Site Runoff Control

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

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

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

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

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

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

A.5 Post-Construction Runoff Control

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

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

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

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

A.6 Pollution Prevention and Good Housekeeping

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

January 2008

January 2008

January 2008

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

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

AUTHORIZATION

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

ACCEPTED:

CLIENT

Dated: _____

By _____

Type or Print Name

Title

MOTT MACDONALD, LLC

Dated: _____

By _____

Kendall L. Kilpatrick, P.E.
Executive Vice President

January 2008

January 2008

January 2008