

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON MAY 4, 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 DAVID CLAYTON TONY DUCKER MIKE LOTT CLINT MOORE 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.

PROCLAMATIONS & RESOLUTIONS

Request to adopt Resolution assessing clean up fees for property located at 147 W 2nd Ave.

GENERAL BUSINESS

Request to accept quote from Warren Paving in the amount of \$21,850.00 for overlay of Meadowood Dr. from new subdivision to Carterville Rd.

Request to accept MOA with MDOT for Main St Sidewalk Improvements.

ORDERS & ORDINANCES

Request to adopt order hiring Alton Morgan full time in the Street Dept at a rate of \$12.00 per hour pending drug screen/physical results.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE MINUTES FROM THE REGULAR MEETING OF APRIL 20, 2021.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF APRIL 20, 2021 AS WRITTEN. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
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 PLANNING COMMISSION RECOMMENDATION TO GRANT A ZONING CHANGE TO PROPERTY LOCATED AT 411 S MAIN ST

EXHIBIT “A”
ORDINANCE 1979 (42-A430)

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE GRANTING A ZONING CHANGE FROM R-1 TO C-1 FOR PROPERTY LOCATED AT 411 S MAIN ST PER THE PLANNING COMMISSION RECOMMENDATION. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

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

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A MEMORANDUM OF UNDERSTANDING WITH EXCEL BY 5 FOR A TODDLER PLAYGROUND TO BE CONSTRUCTED AT HINTON PARK.

EXHIBIT “B”

MOU – EXCEL BY 5

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO ACCEPT THE MOU WITH EXCEL BY 5 FOR A TODDLER PLAYGROUND AT HINTON PARK. ALDERMAN LOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

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

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A SERVICE AGREEMENT WITH MUNICODE FOR WEBSITE DESIGN/HOSTING

EXHIBIT “C”

AGREEMENT – MUNICODE WEB

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE AGREEMENT WITH MUNICODE FOR WEBSITE DESIGN/HOSTING. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
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 ONE (1) INSIGNIA TELEVISION IN THE FIRE DEPT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE DISPOSAL OF ONE (1) INSIGNIA TELEVISION, ASSET #02895, IN THE FIRE DEPT. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER

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ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
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 AT 1047 HWY 42 E.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO SET HEARING DATE OF MAY 25, 2021 AT 6:00 P.M. FOR PROPERTY LOCATED AT 1047 HWY 42E. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
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 105 BOXTEL ST DUE TO A LEAK

THEREUPON, ALDERMAN AMACKER NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED OT 105 BOXTEL ST IN THE AMOUNT OF \$678.00. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTION ASSESSING CLEAN UP FEES FOR PROPERTY LOCATED AT 147 W 2ND AVE

EXHIBIT "D"

RESOLUTION

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED QUOTES FOR OVERLAY OF MEADOWOOD DR FROM NEW SUBDIVISION TO CARTERVILLE RD

EXHIBIT "E"

QUOTES

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE QUOTE FROM WARREN PAVING IN THE AMOUNT OF \$21,850.00 FOR PAVING OF MEADOWOOD DR FROM NEW SUBDIVISION TO CARTERVILLE RD. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

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

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED THE MEMORANDUM OF AGREEMENT WITH MDOT FOR MAIN ST SIDEWALK IMPROVEMENTS

EXHIBIT “F”

MOA – MAIN ST SIDEWALK IMPROVEMENTS
PROJ # STP-0193-00(011) LPA/108826-701000

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE MAYOR MARX TO EXECUTE THE MOA WITH MDOT FOR THE ABOVE REFERENCED PROJECT. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
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 CITY OFFICIALS TO ATTEND MS MUNICIPAL LEAGUE ANNUAL CONFERENCE IN BILOXI, MS

- MAYOR, ALDERMEN, CITY ATTORNEY, MELISSA MARTIN, AMY HEATH, MIKE TREST

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE CITY OFFICIALS TO ATTEND THE MS MUNICIPAL LEAGUE ANNUAL CONFERENCE IN BILOXI, MS AND TO PAY TRAVEL/TRAINING EXPENSES INCURRED. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
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 MELISSA BARBER FULL TIME IN THE POLICE DEPT

ORDER

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

IT IS HEREBY ORDERED THAT MELISSA
BARBER BE HIRED FULL TIME AS 3RD CLASS
DISPATCHER AT A RATE OF \$13.48 PER HOUR
EFFECTIVE MAY 5, 2021

SO ORDERED THIS THE 4TH DAY OF MAY 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 DAVID CLAYTON
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 MATTHEW MCALPIN 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 MATTHEW MCALPIN
BE HIRED AS PART TIME PATROL AT A RATE OF
\$13.00 PER HOUR EFFECTIVE MAY 5, 2021

SO ORDERED THIS THE 4TH DAY OF MAY 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 DAVID CLAYTON
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 WILLIAM JEFFERSON IN THE WATER DEPT

ORDER

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

IT IS HEREBY ORDERED THAT WILLIAM JEFFERSON
BE HIRED FULL TIME IN THE WATER DEPT AT A
RATE OF \$12.00 PER HOUR EFFECTIVE MAY 10, 2021

SO ORDERED THIS THE 4TH DAY OF MAY 2021

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING MARK RIVERS IN THE WATER DEPT

ORDER

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

IT IS HEREBY ORDERED THAT MARK RIVERS
BE HIRED FULL TIME IN THE WATER DEPT AT A
RATE OF \$12.00 PER HOUR EFFECTIVE APRIL 29, 2021

SO ORDERED THIS THE 4TH DAY OF MAY 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 DAVID CLAYTON
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 ALTON MORGAN IN THE STREET
DEPT

ORDER

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

IT IS HEREBY ORDERED THAT ALTON MORGAN
BE HIRED FULL TIME IN THE STREET DEPT AT A
RATE OF \$12.00 PER HOUR EFFECTIVE MAY 10, 2021

SO ORDERED THIS THE 4TH DAY OF MAY 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 DAVID CLAYTON
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, KEN & KATHY SMITH ADDRESSED THE BOARD REGARDING THE WATER BILL FOR 506 JAMES
ST. THE HOUSE HAS BEEN VACANT AND THEY HAVE NOT NOTICED ANY LEAKS. THEY ARE ASKING FOR
RELIEF SINCE NO ONE WAS LIVING IN THE HOME.

THEREUPON, ALDERMAN MOORED MADE A MOTION TO FIND THAT THE CUSTOMER DID NOT RECEIVE USE
OF THE WATER AND AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED IN THE AMOUNT OF
\$834.00 AND FOR PUBLIC WORKS TO CHANGE OUT THE METER. ALDERMAN CLAYTON SECONDED THE
MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
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 EXECUTIVE SESSION TO DISCUSS LITIGATION

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE REGULAR MEETING OF MAY 4, 2021. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

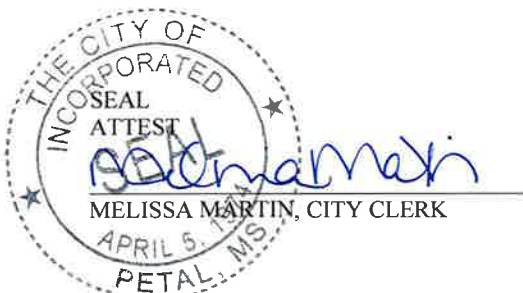
ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

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.


MAYOR MARX



CITY OF PETAL
ORDINANCE BOOK 4

ORDINANCE NUMBER 1979 (42-A430)

**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-A429) SO AS TO CHANGE THE
ZONING CLASSIFICATION OF PROPERTY LOCATED AT 411 SOUTH MAIN STREET
FROM R-1 (LOW DENSITY RESIDENTIAL) TO C-1 (NEIGHBORHOOD 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-A429) 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-1 (Low Density Residential to C-1 (Neighborhood Commercial District).

Said land being more particularly described as follows, to wit:
LOT 4 & N 60FT OF LOT 5 BLK 1 J GREEN ODOM S/D; PARCEL #3-030B-01-122.00
FORREST COUNTY, MISSISSIPPI

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-1 (Neighborhood 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-A429) shall be and remain in full force and form as adopted on May 4th, 2021.

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

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

NONE

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

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

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 4TH day of May 2021.

HAL MARX, MAYOR

(SEAL)

ATTEST:

MELISSA MARTIN, CITY CLERK

PUBLISH ONE TIME: MAY 27, 2021

EXHIBIT “B”

Memorandum of Understanding
Between
The City of Petal, Mississippi
&
Petal Excel By 5

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into by and between the City of Petal, Mississippi (hereinafter referred to as “City”) and Petal Excel By 5 (hereinafter referred to as “Excel”), collectively they are referred to as the “Parties”.

WHEREAS, the City of Petal is a municipality in the State of Mississippi; and

WHEREAS, Petal Excel By 5, is a volunteer, community-based certification organization designed to improve a child’s overall well-being by age five; and

WHEREAS, the City and Excel want to formalize the relationship between the City and Excel By 5 setting forth a series of mutual expectations; and

NOW THEREFORE, in consideration of the mutual covenants, promises and commitments herein, the parties agree as follows:

PURPOSE:

The purpose of this Memorandum of Understanding is to establish a general framework for cooperation and collaboration between the City and Petal Excel By 5. This MOU is non-binding. It will assist in defining the relationship between the Parties in order to ensure that the goals of each are accomplished in a mutually supportive way.

Excel desires to install a toddler playground at the City’s Hinton Park and the City supports construction of a toddler playground for the enjoyment of its citizens. Excel will install the toddler playground immediately adjacent to the existing playground at Hinton Park. The toddler playground will be installed immediately to the East of the existing playground at Hinton Park. The toddler playground will be no more than 35 yards wide running East to West, and will be no more than 25 yards deep running North to South.

RELATIONSHIP BETWEEN THE CITY AND EXCEL:

- Excel’s Steering Committee agrees to work with the Director of Petal’s Parks and Recreation Department during the installation and any possible future repairs of the toddler playground.
- Excel agrees to cooperate with the Director of Petal’s Parks and Recreation Department and/or designee to allow the City to monitor the installation and any possible future repairs of the toddler playground.

- Excel agrees in the exercise of all its functions and activities to act consistently with all pertinent City policies.
- The Parties are responsible for any liabilities and costs arising from its own action(s) and/or inaction(s). Excel is donating the equipment and playground materials to the City. Once the installation is complete, the City will be responsible for maintenance of the playground and equipment and will incorporate the playground into the City’s Park and Recreation liability coverage.

NOTICES:

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the U. S. Postal Service first class, certified or express mail or other overnight mail service, or hand delivered, when addressed as follows:

To City: Mayor, City of Petal
P. O. Box 564
Petal, MS 39465

To Excel: Petal Excel By 5
c/o The Petal Education Foundation
P. O. Box 948
Petal, MS 39465

Other addressee(s) may also be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

IN WITNESS WHEREOF, the City of Petal and the authorized representative(s) of Petal Excel By 5, have executed this Memorandum of Understanding on this 5 day of May, 2021, the effective date.

CITY OF PETAL, MISSISSIPPI

PETAL EXCEL BY 5

By:

(Signature)

By:

(Signature)

(Printed Name) its Mayor

(Printed Name) its

EXHIBIT “C”

WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open-source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- WEBSITE DESIGN
 - CONTENT MIGRATION
 - TRAINING
- HOSTING
 - SUPPORT

Standard Features

- Responsive Mobile Friendly Design
 - Simple Page Editor
 - Best-in-Class Search Engine
 - Social Media Integration
 - Web Page Categories - create a page once, have it show up in multiple places.
 - Department Micro-sites (sites-within-a-site)
 - Rotating Banners and Headline Articles
 - Online Job Postings
 - Online Bid/RFP Postings
 - Photo Album Slideshows
 - Google Maps Integration
 - Resource/Document Center
 - Image auto-scaling and resizing.
 - Site Metrics (Google Analytics)
 - Scheduled Publish On/Off Dates
 - Unlimited User logins
 - Unlimited Content
 - Word-like WYSIWYG Editor
 - Private Pages – staff view only
- Unlimited Online Fillable Forms
 - Emergency Alerts
 - Meeting Agendas/Minutes/Videos
 - Event Calendar
 - Page Versioning / Audit Trail
 - Latest News / Press Releases
 - Anti-spam controls
 - Email Harvesting Protection
 - Broken Link Finder
 - Dynamic Sitemap
 - Support for Windows, Mac, Linux
 - Video integration (YouTube, Vimeo, etc.)
 - Client owns rights to all data.
 - Organization/Staff Directory
 - Frequently Asked Questions (FAQs)
 - Share This Button (Facebook/Twitter)
 - Secure Pages / SSL
 - Printer Friendly Pages
 - RSS Feeds Inbound/Outbound
 - Project Directory
 - Parks and Trails Directory

Optional Features/Services

- Email Subscriptions / Notifications
 - Board Management
 - Property Directory (Commercial/Industrial)
- Business Directory
 - Facility Reservations
 - Specialty Sub-site Graphic Designs

MEETING AND AGENDA MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post meeting agendas and minutes. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, auto-generated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

Key Project Deliverables

- BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit.
 - MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
 - TRAINING
 - WORKFLOW - setup custom agenda item approval workflows
- USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts.
 - ANNUALSERVICE - 99.95% up-time guarantee, data backups, disaster recovery
 - SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- Unlimited Meetings and Agenda Templates
 - Unlimited Meeting Agenda Templates
 - Unlimited Users
 - Create Meetings
 - Submit/Add Agenda Items
 - Attach agenda item files
 - Create Agendas
 - Create Agenda Packets
- Create Meeting Minutes
 - Approve Items with Approval Workflow
 - Auto Publishing Agenda, Agenda Packet, Minutes to the web
 - Self-service YouTube video time stamping
 - Integration with Swagit Video (coming soon)
 - Voting/Roll Call
 - Integration with Municode Web calendar

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

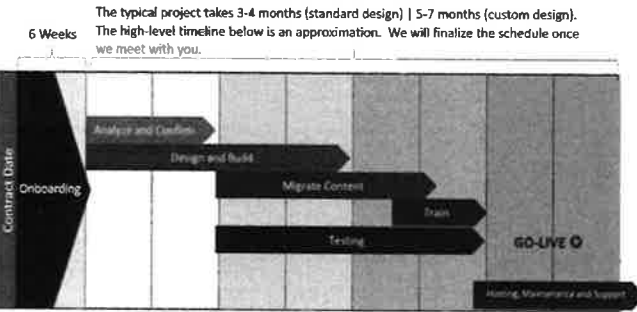
We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PROJECT TIMELINE AND APPROACH

Project Timeline Sample



Client Responsibilities

- The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.
- The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.
 - The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.
 - The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.
 - The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.
 - The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements	Deliverables
Website Assessment: Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.	
Organizational Overview Inventory/Survey: Municode will provide an organizational overview document for you to complete as part of this assessment.	<ul style="list-style-type: none">Organization Survey
Website Design Meeting: Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live	<ul style="list-style-type: none">Website design specification sheet (graphic design and information / navigation design)

Phase 2: Design and Build phase	Deliverables
Design Concept Creation and Approval (Custom Designs): Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.	<ul style="list-style-type: none">Design conceptsFinalized design (Sketch, Figma, or Photoshop)

Website Setup, Configure, and Customization: Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup Municode will finalize any remaining elements to the approved design and navigation.	<ul style="list-style-type: none">Functional beta website with approved designContent migration
--	--

EXHIBIT “C”

Phase 3: Migrate Content

Deliverables

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date, (i.e., minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

- Content creation and migration
- Departmental content ‘signoff’

Phase 4: Staff Training

Deliverables

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

- On-site (if applicable)
- Web teleconference
- Videos and User guides

Phase 5: Testing

Deliverables

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. These tests will confirm proper functionality of all features documented in this proposal.

- Completing Testing Checklists

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

- Site acceptance by client

Go Live

Deliverables

Go-Live.

We will work with you to make the appropriate ‘A’ Record DNS entry changes to begin the process of propagating the new production web server IP address.

- Accepted Final Live Website

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also offer a **two-factor authentication option** using Google Authenticate if that should be something you are interested in pursuing.

Data Backup

We back up your data in multiple geographic locations. Backups occur daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

Maintenance and Customer Support

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur. We will act as soon as possible and no later than two hours after problems are detected.

Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

Design, Development, and Implementation Phase

\$9,000

- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **standard** design
- Content migration; up to 500 pages; 5 years meetings migration
- Training: web teleconference, video, user guides
- Parks and Trails Directory
- Projects Directory

Annual Hosting, Maintenance, and Customer Support

\$3,200 / year

- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

Total Year 1 Costs

\$12,200

Select Additional Website Options

- | | |
|---|--|
| <input type="checkbox"/> Custom website design | \$3,500 one-time |
| <input type="checkbox"/> Email Subscriptions / Notifications | \$600 per year |
| <input type="checkbox"/> Property Listings (Commercial/Industrial) | \$200 per year |
| <input type="checkbox"/> Facility Reservations | \$1500 setup + \$900 per year |
| <input type="checkbox"/> Business Directory | \$750 setup + \$600 per year |
| <input type="checkbox"/> Microsite color/logo customization | \$500 one-time (per microsite) |
| <input type="checkbox"/> Specialty sub-site graphic designs | \$3500 + \$600 per year (per design) |
| <input type="checkbox"/> Site graphic redesign every 4th year | \$600 per year (per design) |
| <input type="checkbox"/> Additional on-site visits (training, consultation, etc.) | \$1500 day 1, \$1000 per day (days 2+) |
| <input type="checkbox"/> Custom Feature Development | \$150 per hour or fixed bid quote |
| <input type="checkbox"/> Meeting and Agenda Management (Municode Meetings) | \$4,800 per year |
| <input type="checkbox"/> Board Management | \$2,000 per year |

EXHIBIT “C”

PAYMENT SCHEDULE

Option A: Standard Payment Schedule

Year 1	
Sign contract	50% of one-time costs (\$4,500)
Implement design and features	50% of one-time costs (\$4,500)
Conduct training (site moved to production / annual support begins)	annual hosting and support (\$3,200)

- Notes
- No long-term commitments required. We will earn your trust. You may cancel service at any time.
 - Guaranteed pricing. Hosting and Support fees will not increase for first three years.
 - Payment schedule will be adjusted accordingly based on selected optional features.
 - Annual hosting and support fees starting year four will increase according to the previous year-ending Consumer Price Index (CPI) for All Urban Consumers.

Option B: 4-year Interest-free Payment Schedule

Year 1	
at time of contract signature	
Project payment 1 of 4	\$2,250
Annual website hosting/support	\$3,200
Total year 1	\$5,450
Year 2	
one year from contract signature	
Project payment 2 of 4	\$2,250
Annual website hosting/support	\$3,200
Total year 2	\$5,450
Year 3	
two years from contract signature	
Project payment 3 of 4	\$2,250
Annual website hosting/support	\$3,200
Total year 3	\$5,450
Year 4	
three years from contract signature	
Project payment 4 of 4	\$2,250
Annual website hosting/support	\$3,200
Total year 4	\$5,450

- Notes
- Four-year commitment required.
 - Guaranteed pricing. Hosting and Support fees will not increase for first four years.
 - Payment schedule will be adjusted accordingly based on selected optional features.
 - Annual hosting and support fees starting year five will increase according to the previous year-ending Consumer Price Index (CPI) for All Urban Consumers.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between The City of Petal, Mississippi ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. **Term of AGREEMENT.** This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. **Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices' services rendered.

3. **Scope of Services.** CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. **Integration.** This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. **Warranty.** CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. **Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. **Termination.** This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. **Independent Contractor.** CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. **Confidentiality.** (a) Confidential information. For purposes of this AGREEMENT, the term "Confidential information" means all information that is not generally known by the public and that is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or

otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. **Assignment.** Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. **Cooperative Purchasing.** CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. **Governing Law.** This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:
Municipal Code Corporation
By: Brian Gilday
Title: Brian Gilday - President, Website Division

Accepted by:
By: Melina Mahi
Title: City Clerk
Date: 5/05/21

EXHIBIT "D"

Prepared by and return to:
City of Petal
P O Box 564
Petal, MS 39465
601-545-1776

RESOLUTION

WHEREAS, the 2018 International Property Maintenance Code authorizes the Building Code Official to declare EMERGENCY MEASURES for property that may cause an imminent threat to the public health and safety of the citizens of the City of Petal.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate the actual cost to the City of Petal for cleaning properties that have been determined to be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and that the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by the City of Petal on or about the 24th day of February 2021 on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

Section 1. That the Board of Aldermen of the City of Petal, Mississippi does hereby adjudicate and direct the placement as an assessment the cleanup cost, not to exceed the value of the property per State Law, against the following described property:

<u>OWNER/LEGAL</u>	<u>ADDRESS</u>	<u>PARCEL NUMBER</u>	<u>CLEAN-UP COST</u>
George T & Fern Hays	147 W 2 nd Ave	3-022N-35-305.00	\$3,577.55
<i>BEG 60FT E OF NWC SE ¼ SE ¼ S200' E 105' N200' W105' TO BEG 453/194 4/78 638/55 8/90 642/168 11/90 LESS PT SOLD 763/601 12/96 B638 P55 08/21/1990 SECTION 35 TWN 05N RANGE 13W</i>			

Section 2. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage.

Section 3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi and the Forrest County Tax Collector's Office.

The foregoing Resolution having been reduced to writing, the same was introduced by Alderman Stringer. Seconded by Alderman Amacker and was adopted by the following vote, to-wit:

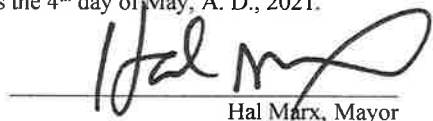
Those present and voting "AYE"

Alderman Brad Amacker
Alderman Craig Bullock
Alderman David Clayton
Alderman Tony Ducker
Alderman Mike Lott
Alderman Clint Moore
Alderman Steve Stringer

Those present and voting "NAY"

NONE

The Mayor hereby declared the motion carried and the Resolution adopted, this the 4th day of May, A. D., 2021.


Hal Marx, Mayor

The foregoing instrument was acknowledged before me this the 5th day of May 2021 by Mayor Hal Marx, City of Petal, who is personally known to me or who has produced identification.

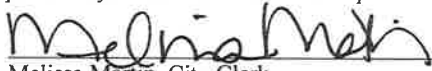

Melissa Martin, City Clerk

EXHIBIT “E”



Engineering Progress

APPROVED

May 4, 2021

MAY 04 2021

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

Attn: Mayor Hal Marx

RE: Meadowood Drive – 2021 Overlay
City of Petal, MS

Dear Mayor Marx:

Per your request, we obtained quotes from contractors to overlay Meadowood Drive from the beginning of the new subdivision to Carterville Road. We estimated it would take 200 tons of surface and 30 tons of leveling. We recommend accepting the quote from Warren Paving at \$95 per ton for an estimated cost of \$21,850.00. Also, attached is the quote provided by Dunn Roadbuilders in the amount of \$31,900.00. It is our understanding Fairley Construction is repairing base failures in preparation of the overlay at no cost to the City.

If you should have any questions or comments, please do not hesitate to call.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/md

Enclosure

Cc: Melissa Martin – City of Petal via email

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com
G:\PROJECTS\Petal_City 01\11475 - 2021 Overlay\Corres\11475_Meadowood Dr Overlay Quotes_Trans.Docx

John Weeks

From: Jeremy Patterson <jeremypatterson@warrenpaving.com>
Sent: Thursday, April 29, 2021 11:24 AM
To: John Weeks
Subject: Re: Meadowood Drive

John,

We can do the leveling and overlay for \$95/ton.

Sent from my iPhone

On Apr 28, 2021, at 8:12 AM, John Weeks <john@sd-w.com> wrote:

Jeremy,
As we have discussed, the City of Petal is considering overlaying Meadowood Drive from Carterville Road to the end of the existing asphalt. We estimate it will take 200 tons of surface and 30 tons of leveling. Could you please provide a cost for this work to be considered.

JOHN WEEKS, P.E.
Project Engineer
john@sd-w.com

<image001.gif>

301 2nd Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | sd-w.com

Email disclaimer notice: This e-mail and any of its attachments may contain proprietary Shows, Dearman & Waits, Inc. and/or affiliate information that is privileged, confidential or protected by copyright belonging to Shows, Dearman & Waits, Inc. and/or its affiliates. This e-mail is intended solely for the use of the individual or entity for which it is intended. If you are not the intended recipient of this e-mail, any dissemination, distribution, copying or action taken in relation to the contents of and attachments to this e-mail is contrary to the rights of Shows, Dearman & Waits, Inc. and/or its affiliates and is prohibited. If you are not the intended recipient of this e-mail, please notify the sender immediately by return e-mail and permanently delete the original and any copy or printout of this e-mail and any attachments. Thank you.



Dunn Roadbuilders, L.L.C.

PO Drawer 6560, 411 West Oak Street
Laurel Mississippi 39441
Contact: Dan Ashley dashley@dunnroadbuilders.com
Phone: 601 369-0811 Office, 601 433-3184 Cell#
Fax: 601 425-4644

Quote To: John Weeks Job Name: City of Petal - Meadowood Street
Phone: Shows, Dearman & Waits Date: April 28, 2021
Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	9.5-mm, ST, Asphalt Paving - Surface	200.00	TON	115.00	23,000.00
20	9.5-mm, ST, Asphalt Paving - Leveling	30.00	TON	130.00	3,900.00
30	Mobilization / Clip Shoulders / Tack / MOT	1.00	L.S	-5,000.00	-5,000.00
GRAND TOTAL					\$31,900.00

EXHIBIT “F”

STP-0193-00(011)LPA / 108826-701000
Main Street Sidewalk Improvements
City of Petal

Rev. 3/24/2021

Memorandum of Agreement

STP-0193-00(011)LPA / 108826-701000
Main Street Sidewalk Improvements
Petal, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Petal (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct Main Street Sidewalk Improvements; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$500,000.00 in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before December 31, 2022, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

STP-0193-00(011)LPA / 108826-701000
Main Street Sidewalk Improvements
City of Petal

Rev. 3/24/2021

a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208, Division C, Section 403(a); 8 USC, Section 1324a;

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid into the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible

STP-0193-00(011)LPA / 108826-701000
Main Street Sidewalk Improvements
City of Petal

Rev. 3/24/2021

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in

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for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.

2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.

3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.

4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.

5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.

6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.

7. At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

EXHIBIT “F”

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B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

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ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Hal Marx, Mayor
City of Petal
P.O. Box 564
Petal, MS 39465
Phone: 601-545-1776
Fax: 601-545-6685

For Technical Matters:

COMMISSION:
David Seyfarth,
District 6 LPA Engineer
MDOT
16499#B Hwy 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-832-0681

LPA:
John Weeks
City Engineer
City of Petal
301 Second Avenue
Hattiesburg, MS 39403-1711
Phone: 601-544-1821
Fax: 601-544-0501

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

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ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 4th day of May, 2021

City of Petal



Hal Marx
Mayor

So agreed this the _____ day of _____, 20____

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Jeffrey C. Altman, PE
Acting Executive Director
Mississippi Department of Transportation

Book _____, Page _____.