



BOARD OF ALDERMEN REGULAR MEETING

June 07, 2022

6:00 PM

Board Room • 119 W 8th Ave, Petal MS

MINUTES

CALL TO ORDER

Roll Call, Invocation, Pledge of Allegiance

PRESENT

Mayor Tony Ducker
Alderman Drew Brickson
Alderman Craig Bullock
Alderman Mike Lott
Alderman Blake Nobles
Alderman Gerald Steele
Alderman Craig Strickland
Alderman Steve Stringer

Invocation was offered by Craig Strickland.

Pledge of Allegiance was recited.

ADOPT AGENDA

Motion to adopt agenda with one amendment to discuss Ward 1 drainage.

Motion made by Alderman Steele, Seconded by Alderman Nobles.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

CONSENT AGENDA

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland

- Minutes - Public Hearing May 3, 2022
- Minutes - Regular Meeting May 3, 2022
- Minutes - Property Hearing May 17, 2022
- Minutes - Public Hearing May 17, 2022
- Minutes - Regular Meeting May 17, 2022
- Minutes - Special Meeting May 26, 2022

PUBLIC COMMENT

Josh Young - Presented quarterly payment on behalf of PSA.

PROCLAMATIONS & RESOLUTIONS

Request to adopt Resolution amending the FY 2021-2022 Budget. (City Clerk)

Exhibit "A"

Resolution

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

BIDS — QUOTES

Request to accept bid in the amount of \$255,110.00 from Greenbriar Digging Services for McSwain Water Improvements per Shows, Dearman & Waits recommendation. (Mayor)

Exhibit "B"

Bid Tab

Motion made by Alderman Stringer, Seconded by Alderman Nobles.
Voting Yea: Alderman Bullock, Alderman Lott, Alderman Strickland, Alderman Stringer
Voting Nay: Alderman Brickson, Alderman Nobles, Alderman Steele

Request to accept bid in the amount of \$1,045,032.00 from C. B. Developers for Dawson Cutoff Sewer Replacement per Shows, Dearman & Waits recommendation. (Mayor)

Exhibit "C"

Bid Tab

Motion made by Alderman Nobles, Seconded by Alderman Stringer.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to accept quote in the amount of \$44,612.00 from C B Developers for Chappell Hill Road Pipe Replacement per Shows, Dearman & Waits recommendation. (Mayor)

Exhibit "D"

Quotes

Motion made by Alderman Stringer, Seconded by Alderman Bullock.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

OLD BUSINESS

Request to adopt Ordinance regulating mobile food vendors. (Brickson)

Exhibit "E"

Ordinance 2022-148

Motion made by Alderman Steele, Seconded by Alderman Brickson.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Revisit property violations at 311 Mitchell St.

Electrical is still not up to code.

Owner is present. Family member present that says he will get the electrical wiring repaired.

Motion to pull the meter on June 15 if no licensed electrical has notified the Building Dept. that the electrical is up to code by the close of business on June 14.

Motion made by Alderman Steele, Seconded by Alderman Nobles.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

GENERAL BUSINESS

Request to approve the docket of claims for the month of May 2022. (City Clerk)

Exhibit "F"

Docket

Motion made by Alderman Stringer, Seconded by Alderman Bullock.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to set regulatory Designated Area for Mobile Food Vendors (Brickson)

Exhibit "G"

Description

Motion made by Alderman Bullock, Seconded by Alderman Brickson.
Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to refund cash bond to Bailey Bonding Company in the amount of \$1500.00 (Court Clerk)

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to accept service agreement with Allen Engineering for services related to grant research and proposals. (Mayor)

Exhibit "H"

Agreement

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to purchase ad in the Petal Area Chamber of Commerce Community Map. (V. Wilson)

Inside left cover - \$1500.00

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to accept rental agreement with Owens Business Machines for Canon ImageRunner in the Building Dept. (A Heath)

Exhibit "I"

Agreement

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to send the following vehicles in the Water Dept to auction (M Trest)

- 2010 Chevy Silverado, Vin# 1GCSCPEA5AZ225862
- 2010 Chevy Silverado, Vin# 2GCSCPEA2AZ226810

Motion made by Alderman Steele, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to DENY a Special Exception for 256 Collis Rd and require the removal of one (1) uninhabited RV within thirty (30) days and allow the occupied RV to be removed by Sept. 30, 2022, with all utilities to be disconnected at that time per the Planning Commission recommendation. (A Heath)

Motion made by Alderman Steele, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to appoint Jerry Rivers to the Planning Commission for a term to expire July 2026. (Mayor)

Motion made by Alderman Bullock, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to accept proposal from Allen Engineering for FY22 and FY23 Stormwater Implementation at a cost of \$6,500 for FY22 and \$13,500 for FY23. (Mayor)

Exhibit "J"

Agreement

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to send one (1) Husqvarna Riding Mower, Asset #2235, from the Police Dept to auction. (Chief Hiatt)

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to send the following from the Police Dept to the auction. (Chief Hiatt)

- 2004 Ford F150, Vin #1FTRX12W84NA31967
- 2008 Ford Crown Vic, Vin#2FAFP71V18X125763

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to adjust garbage fees and late fees billed to 21 Maple Rd. (Brickson)

Motion to table.

Motion made by Alderman Steele, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request for PSA to use the Civic Center for Cheerleader Camp at no charge.

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Ward 1 drainage discussion.

Motion to authorize Shows, Dearman & Waits to develop an RFP for a ditch to be reconstructed parallel to the railroad track, from Central Ave. running under the Evelyn Gandy Parkway, to connect with Greens Creek and the addition of one culvert under W 1st Ave.

Motion made by Alderman Steele, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Motion to authorize Shows, Dearman & Waits to develop an RFP for linear grading, cleaning and the creation of ditches located on both sides of E 2nd Ave, Kola St, Rosewood Dr, and E 1st Ave.

Motion made by Alderman Steele, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

SEMINARS & TRAVEL

Request for Michelle Fontaine to attend Human Trafficking Investigator Course in Gulfport, MS on June 20-23, 2022. Total Cost: \$184.00 (Chief Hiatt)

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request for Will Lewis to attend HSART training in Grenada, MS on June 8, 2022. Total cost: 0 (Chief Hendry)

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request for Drew Craft to attend Fire Officer training on June 20-30, 2022, at the MS State Fire Academy. Total cost: \$735.00. (Chief Hendry)

Motion made by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request for T J Burkhalter to attend Fire Service Mgt Training at the State Fire Academy on Aug. 15-18, 2022. Total cost: \$475.00. (Chief Hendry)

Motion made by Alderman Lott, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request for Austin Bolan to attend Fire Officer Training at the State Fire Academy on June 20-30, 2022. Total cost: \$735.00 (Chief Hendry)

Motion made by Alderman Lott, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request for the following to attend Hazmat A/O Online Training on June 6, 2022, at the MS State Fire Academy. (Chief Hendry)

- Cooper Hughes
- Case McMullen
- Casey Burge
- Amanda Richardson

Motion made by Alderman Nobles, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

ORDERS & ORDINANCES

Request to adopt order hiring Steven Carr as 3rd Class Firefighter at \$12.1083 per hour pending drug screen/physical. (Chief Hendry)

Order

Whereas the Mayor and Board of Aldermen of the
City of Petal deem it necessary to hire a full time
Firefighter.

It is hereby ordered that Steven Carr be hired as
3rd Class Firefighter at a rate of \$12.1083 per hour
Effective June 29, 2022

So ordered this the 7th day of June 2022.

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

MAYOR'S REPORT

Request to clear the room to determine the need for executive session.

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to enter executive session to discuss personnel issues.

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to adjourn executive session.

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to terminate Blake McAlpin in the Police Dept. (Chief Hiatt)

Motion made by Alderman Steele, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request for disciplinary action on Clynt Walley. (M Trest)

Motion made by Alderman Bullock, Seconded by Alderman Nobles.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to accept the resignation of Steven Jefferson effective immediately.

Motion made by Alderman Steele, Seconded by Alderman Nobles.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

CONSIDERATION OF COMMITTEE, COMMISSION AND BOARD MATTERS

LEGAL

ADJOURN

Motion made by Alderman Brickson, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer



Melissa Martin, City Clerk

Tony Ducker, Mayor

Exhibit “A”

RESOLUTION

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

That pursuant to Section 21-35-25 of the Mississippi Code of 1972, annotated and amended, the year commencing October 1, 2021 and ending September 30, 2022 requires amending and,

WHEREAS, by Section 21-35-25, the Mayor and Board of Aldermen do hereby amend the 2021-2022 fiscal budget as follows:

GENERAL FUND		INCREASE (DECREASE) BUDGET
001-001-345	INSURANCE PROCEEDS	\$ 27,833.00
001-001-346	WIRELESS COMMUNICATION	\$ 8,133.00
001-001-352	LOAN PROCEEDS	\$ (345,087.00)
001-001-355	CITY GRANT	\$ (6,000.00)
001-001-901	TRANSFER FROM OTHER FUNDS	\$ (105,000.00)
001-001-399.99	BEG CASH IN BANK	\$ 1,855,022.00
	REVENUE TOTAL	\$ 1,433,901.00
001-009-610	TRANSPORTATION	\$ 2,500.00
001-009-613	ADVERTISING	\$ 2,800.00
001-009-681	TRAINING	\$ 1,700.00
	LEGISLATIVE TOTAL	\$ 7,000.00
001-100-683	ANIMAL SHELTER	\$ 20,022.00
001-100-680	CONTRACT SERVICES	\$ (6,000.00)
001-100-735	WIRELESS COMMUNICATION	\$ 8,133.00
001-100-740	VEHICLES	\$ 32,750.00
001-100-802	VEHICLE LEASE PURCHASE	\$ (98,000.00)
	POLICE TOTAL	\$ (43,095.00)
001-160-600	PROFESSIONAL SERVICES	\$ (500.00)
001-160-605	TELEPHONE	\$ 500.00
001-160-710	VEHICLES	\$ (350,000.00)
001-160-801	FIRE TRUCK PAYMENT	\$ 81,225.00
	FIRE TOTAL	\$ (268,775.00)
001-201-633	EQUIP REPAIR/MAINT	\$ 22,222.00
001-201-730	MACHINERY/EQUIPMENT	\$ 53,500.00
001-201-801	STREET BOND	\$ (110,735.00)
	STREET TOTAL	\$ (35,013.00)
001-300-430.02	ATHLETICS WAGES	\$ 114.00
001-300-431.02	ATHLETICS OT	\$ 4.00
001-300-460	STATE RETIREMENT	\$ 21.00
001-300-470	FICA	\$ 9.00

TOURISM/RECREATION FUND		
115-001-380	TRANSFER FROM OTHER	\$ (105,000.00)
	REVENUE TOTAL	\$ (106,000.00)
115-900-899	TRANSFER TO OTHER	\$ 94,000.00
	EXPENSE TOTAL	\$ 94,000.00

2015 BOND FUND		
220-400-801	2022 BONDS REDEEMED	\$ 53,000.00
220-400-810	INTEREST ON BOND	\$ (104,600.00)
220-400-811	2022 INTEREST ON BOND	\$ 23,914.00
	EXPENSE TOTAL	\$ (27,686.00)

2012 BOND REFI FUND		
230-201-380	TRANSFER FROM OTHER	\$ 650,000.00
	REVENUE TOTAL	\$ 650,000.00
230-201-801	STREET BONDS REDEEMED	\$ 335,300.00
	EXPENSE TOTAL	\$ 335,300.00

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

Those present and voting “AYE” and in favor of the Passage, adoption and approval of the Fore-going Resolution:

Alderman Drew Brickson
Alderman Craig Bullock
Alderman Mike Lott
Alderman Blake Nobles
Alderman Gerald Steele
Alderman Craig Strickland
Alderman Steve Stringer

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

None

WHEREAS, the foregoing Resolution was duly passed, adopted and approved on this the 7th day of June, 2022,

CITY OF PETAL, MISSISSIPPI

Tony Ducker
TONY DUCKER, MAYOR

SEAL OF THE CITY OF PETAL, MISSISSIPPI
ATTEST:
APRIL 5, 1974
Melissa Martin
MELISSA MARTIN, CITY CLERK

001-300-480	HEALTH INSURANCE	\$ 29.00
001-300-491	WORKMEN'S COMP	\$ 3.00
001-300-630	UTILITIES	\$ 269.00
001-300-635	REPAIRMAINT SERVICES	\$ 175.00
	RECREATION TOTAL	\$ 624.00
001-325-682	MISCELLANEOUS	\$ 660.00
001-325-635	REPAIRMAINT SERVICES	\$ 28,500.00
	SENIOR CENTER TOTAL	\$ 29,160.00
001-350-492	UNIFORMS	\$ 200.00
001-350-431.02	OVERTIME	\$ (200.00)
	CIVIC CENTER TOTAL	\$ -
001-900-899	TRANSFER TO OTHER FUNDS	\$ 1,744,000.00
	EXPENSES TOTAL	\$ 1,433,901.00

WATER & SEWER		
	BEGINNING CASH IN BANK	\$ 1,349,850.00
	REVENUE TOTAL	\$ 1,349,850.00
400-650-540	METERS	\$ 70,000.00
400-650-600	PROP SERVICES	\$ (10,700.00)
400-650-605	TELEPHONES	\$ 32,750.00
400-650-635	REPAIR/MAINT SERVICES	\$ (38,250.00)
400-650-710	DAWSON CUTOFF	\$ 1,358,500.00
400-650-725	INFRASTRUCTURE IMPROVEMNT	\$ (52,450.00)
400-650-740	BUILDING	\$ (10,000.00)
	EXPENSE TOTAL	\$ 1,349,850.00

LAW ENFORCEMENT FUND		
103-100-730	MACHINERY/EQUIP	\$ 2,000.00
103-100-555	OPERATING SUPPLIES	\$ (2,000.00)
	EXPENSE TOTAL	\$ -

FIRE FUND		
102-160-262	STATE REBATE	\$ 9,184.00
	REVENUE TOTAL	\$ 9,184.00
102-160-555	OPERATING SUPPLIES	\$ 9,184.00
	EXPENSE TOTAL	\$ 9,184.00

Exhibit “B”

BID TAB				May 12, 2022		Greenbriar DSLP		Gulf Coast Solutions, LLC		C.B. Developers, Inc.		Myers Underground		Hudson Contracting, Inc.	
Project: McSwain Water Improvements				City of Petal		681 Denton Trail NW		23501 Robert E. Lee Rd.		1716 Evelyn Candy Pkwy, Suite 40		408 Ryan Road		P.O. Box 30	
Project No. 11494.001						Brookhaven, MS 39601		Lucedale, MS 39452		Hattiesburg, MS 39401		Hattiesburg, MS 39401		Waynesboro, MS 39367	
BASE BID															
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
WATER PIPE ITEMS															
1	2" 200 PSI Class 200 PVC Water Pipe (Open Cut)	20	LF	\$16.00	\$320.00	\$16.00	\$320.00	\$15.00	\$300.00	\$49.00	\$980.00	\$50.00			
2	4" 200 PSI C-900 PVC Water Pipe (Open Cut)	20	LF	\$22.00	\$440.00	\$22.25	\$445.00	\$22.00	\$440.00	\$59.00	\$1,180.00	\$50.00			
3	6" 200 PSI C-900 PVC Water Pipe (Open Cut)	2080	LF	\$38.50	\$80,080.00	\$23.25	\$48,360.00	\$39.00	\$81,120.00	\$53.20	\$110,656.00	\$42.00	\$86.40		
4	8" 160 PSI DR-11 HDPE (Directional Bore)	300	LF	\$115.00	\$34,500.00	\$102.00	\$30,600.00	\$84.00	\$25,200.00	\$110.00	\$33,000.00	\$115.00	\$34,500.00		
5	Tracer Wire System for Water	1	LS	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$6,200.00	\$6,200.00	\$16,650.00	\$16,650.00	\$20,350.00	\$20,350.00		
6	Paved Driveway/Walkway Bore	25	EA	\$900.00	\$22,500.00	\$2,300.00	\$57,500.00	\$777.00	\$19,425.00	\$1,125.00	\$28,125.00	\$1,850.00	\$46,250.00		
CONNECTION ITEMS															
7	Connection: Proposed 6" PVC Water Line to Existing Unknown Diameter Water Line (Tee, Reducer, & Other Fittings)	1	EA	\$6,300.00	\$6,300.00	\$3,550.00	\$3,550.00	\$7,100.00	\$7,100.00	\$6,650.00	\$6,650.00	\$3,250.00	\$3,250.00		
8	Connection: Proposed 6" PVC Water Line to Existing 8" Water Line (Hot Tap w/ Appurtenances)	1	EA	\$5,400.00	\$5,400.00	\$4,550.00	\$4,550.00	\$8,100.00	\$8,100.00	\$5,850.00	\$5,850.00	\$6,400.00	\$6,400.00		
9	Connection: Proposed 6" PVC Water Line to Existing 6" Water Line (Hot Tap w/ Appurtenances)	1	EA	\$5,300.00	\$5,300.00	\$4,300.00	\$4,300.00	\$8,000.00	\$8,000.00	\$7,300.00	\$7,300.00	\$6,375.00	\$6,375.00		
10	Connection: Proposed 6" PVC Water Line to Proposed 6" PVC Water Line (Tee & Other Fittings)	1	EA	\$2,400.00	\$2,400.00	\$1,500.00	\$1,500.00	\$4,600.00	\$4,600.00	\$5,600.00	\$5,600.00	\$4,265.00	\$4,265.00		
11	Connection: Proposed 6" PVC Water Line to Existing 2" PVC Water Line (Tee, Reducer, & Other Fittings)	1	EA	\$1,700.00	\$1,700.00	\$2,650.00	\$2,650.00	\$6,100.00	\$6,100.00	\$3,000.00	\$3,000.00	\$2,600.00	\$2,600.00		
WATER SERVICE ITEMS															
12	Service Reconnection (All Sizes) (Incl: Tapping Saddle, Corp Stop, Bore, Service Tubing, etc)	37	EA	\$800.00	\$29,600.00	\$1,100.00	\$40,700.00	\$1,300.00	\$48,100.00	\$1,020.00	\$37,740.00	\$865.00	\$32,005.00		
13	Service Line and Meter Box (All Sizes) (Incl: Tapping Saddle, Corp Stop, Meter Box, Bore, Service Tubing, etc)	8	EA	\$830.00	\$6,640.00	\$1,225.00	\$9,800.00	\$1,800.00	\$14,400.00	\$1,020.00	\$8,160.00	\$1,185.00	\$9,480.00		
VALVE AND HYDRANT ITEMS															
14	6" Gate Valve	9	EA	\$1,200.00	\$10,800.00	\$1,750.00	\$15,750.00	\$2,100.00	\$18,900.00	\$1,250.00	\$11,250.00	\$2,185.00	\$19,665.00		
15	4" Gate Valve	1	EA	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,900.00	\$1,900.00	\$1,100.00	\$1,100.00	\$1,885.00	\$1,885.00		
16	2" Ball Valve	1	EA	\$650.00	\$650.00	\$777.00	\$777.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$660.00	\$660.00		
17	3 Way Fire Hydrant w/ Appurtenances (Incl, Tee, Valve, Hydrant, Pipe, & other fittings)	3	EA	\$4,200.00	\$12,600.00	\$6,200.00	\$18,600.00	\$7,700.00	\$23,100.00	\$4,000.00	\$12,000.00	\$8,500.00	\$25,500.00		

BID TAB				May 12, 2022		Greenbriar DSLP		Gulf Coast Solutions, LLC		C.B. Developers, Inc.		Myers Underground		Hudson Contracting, Inc.	
Project: McSwain Water Improvements				City of Petal		681 Denton Trail NW		23501 Robert E. Lee Rd.		1716 Evelyn Candy Pkwy, Suite 40		408 Ryan Road		P.O. Box 30	
Project No. 11494.001						Brookhaven, MS 39601		Lucedale, MS 39452		Hattiesburg, MS 39401		Hattiesburg, MS 39401		Waynesboro, MS 39367	
BASE BID															
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
MISCELLANEOUS CONSTRUCTION ITEMS															
18	Crushed Aggregate (Size #10)	1	Ton	\$60.00	\$60.00	\$65.00	\$65.00	\$147.00	\$147.00	\$170.00	\$170.00	\$115.00	\$115.00		
19	Select Fill Material (Class 9, Group C), LVM	1	CY	\$20.00	\$20.00	\$25.00	\$25.00	\$53.00	\$53.00	\$61.00	\$61.00	\$50.00	\$50.00		
20	Concrete Pavement Repair (All Depths)	1	SY	\$300.00	\$300.00	\$150.00	\$150.00	\$171.00	\$171.00	\$121.00	\$121.00	\$500.00	\$500.00		
21	9.5mm Hot Mix Asphalt	1	Ton	\$240.00	\$240.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$392.00	\$392.00	\$400.00	\$400.00		
22	19mm Hot Mix Asphalt	1	Ton	\$260.00	\$260.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$392.00	\$392.00	\$400.00	\$400.00		
23	Clearing and Grubbing	1	LS	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00		
24	Temporary Erosion Control	1	LS	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	\$8,490.00	\$8,490.00	\$4,000.00	\$4,000.00		
25	Grassing	1	LS	\$6,000.00	\$6,000.00	\$2,000.00	\$2,000.00	\$3,600.00	\$3,600.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00		
26	Mobilization	1	LS	\$27,000.00	\$27,000.00	\$3,707.00	\$3,707.00	\$6,000.00	\$6,000.00	\$33,000.00	\$33,000.00	\$50,000.00	\$50,000.00		
27	Maintenance of Traffic	1	LS	\$2,000.00	\$2,000.00	\$4,350.00	\$4,350.00	\$12,000.00	\$12,000.00	\$5,050.00	\$5,050.00	\$4,850.00	\$4,850.00		
Bid Total:				\$255,110.00		\$259,999.00		\$302,856.00		\$342,617.00 *		\$369,360.00			

This is to certify that I have checked the tabulation of the bids received by the City of Petal on May 12th, 2022, and that said tabulation is true and correct to the best of my belief.


Louis Andrew Thomas, V, P.E.

Comments:
*Mathematical Correction

Exhibit “C”

BID TAB				May 12, 2022		C.B. Developers, Inc.		Hudson Contracting		Mitchell Contracting, Inc.	
Project: Dawson Cutoff Sewer Replacement				City of Petal		1716 Evelyn Gandy Pkwy, Suite 40 Hattiesburg, MS 39401		P.O. Box 30 Waynesboro, MS 39367		420 Hwy 1085 Madisonville, LA 70447	
Project No. 11493											
BASE BID											
Item No.	Item Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
Sewer Pipe Items											
1	12" SDR 26 PVC Sewer Pipe (6'-8')	91	LF	\$142.00	\$12,922.00	\$270.00	\$24,570.00	\$125.00	\$11,375.00		
2	12" SDR 26 PVC Sewer Pipe (8'-10')	37	LF	\$146.00	\$5,402.00	\$270.00	\$9,990.00	\$150.00	\$5,550.00		
3	12" SDR 26 PVC Sewer Pipe (10'-12')	34	LF	\$152.00	\$5,168.00	\$270.00	\$9,180.00	\$175.00	\$5,950.00		
4	12" SDR 26 PVC Sewer Pipe (12'-14')	32	LF	\$175.00	\$5,600.00	\$270.00	\$8,640.00	\$200.00	\$6,400.00		
5	12" SDR 26 PVC Sewer Pipe (14'-16')	470	LF	\$182.00	\$85,540.00	\$270.00	\$126,900.00	\$250.00	\$117,500.00		
6	12" SDR 26 PVC Sewer Pipe (16'-18')	155	LF	\$194.00	\$30,070.00	\$270.00	\$41,850.00	\$275.00	\$42,625.00		
7	12" SDR 26 PVC Sewer Pipe (18'-20')	265	LF	\$255.00	\$67,575.00	\$270.00	\$71,550.00	\$300.00	\$79,500.00		
8	18" SDR 26 PVC Sewer Pipe (10'-12')	7	LF	\$400.00	\$2,800.00	\$465.00	\$3,255.00	\$2,000.00	\$14,000.00		
9	12" DI Sewer Pipe (4'-7')	31	LF	\$300.00	\$9,300.00	\$395.00	\$12,245.00	\$600.00	\$18,600.00		
10	6" 150 PSI PVC Sewer Force Main Pipe (All Depths)	918	LF	\$56.00	\$51,408.00	\$43.00	\$39,474.00	\$80.00	\$73,440.00		
11	Removal of Existing Sewer Line	1091	LF	\$30.00	\$32,730.00	\$8.00	\$8,728.00	\$10.00	\$10,910.00		
12	Abandonment of Existing Sewer Line	1023	LF	\$2.00	\$2,046.00	\$4.00	\$4,092.00	\$30.00	\$30,690.00		
13	Tracer Wire System	1	LS	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$8,500.00	\$8,500.00		
Manhole Items											
14	48" Precast Concrete Sewer Manhole (10'-12')	1	EA	\$12,000.00	\$12,000.00	\$11,820.00	\$11,820.00	\$7,500.00	\$7,500.00		
15	48" Precast Concrete Sewer Manhole (14'-16')	2	EA	\$13,000.00	\$26,000.00	\$11,325.00	\$22,650.00	\$10,000.00	\$20,000.00		
16	48" Precast Concrete Sewer Manhole (18'-20')	1	EA	\$17,000.00	\$17,000.00	\$14,745.00	\$14,745.00	\$20,000.00	\$20,000.00		
17	Check Valve Assembly w/ Manhole	2	EA	\$16,000.00	\$32,000.00	\$18,425.00	\$36,850.00	\$8,500.00	\$17,000.00		
18	Sewer Pump Station (Incl: Pumps, Control Panel w/ Slab, Electrical Service, Wetwell, Valve Pit, Piping, Fittings, Etc. - As Detailed)	1	LS	\$195,000.00	\$195,000.00	\$283,864.00	\$283,864.00	\$318,500.00	\$318,500.00		
19	Demolition and Abandonment of Existing Pump Station	1	LS	\$16,000.00	\$16,000.00	\$29,650.00	\$29,650.00	\$35,000.00	\$35,000.00		
Sewer Service Items											
20	4" SDR 26 PVC Sewer Pipe for Services (All Depths) (Incl Fittings)	125	LF	\$57.00	\$7,125.00	\$120.00	\$15,000.00	\$100.00	\$12,500.00		
21	4" PVC Cleanout	5	EA	\$1,000.00	\$5,000.00	\$950.00	\$4,750.00	\$1,000.00	\$5,000.00		

BID TAB				May 12, 2022		C.B. Developers, Inc.		Hudson Contracting		Mitchell Contracting, Inc.	
Project: Dawson Cutoff Sewer Replacement				City of Petal		1716 Evelyn Gandy Pkwy, Suite 40		P.O. Box 30		420 Hwy 1085	
Project No. 11493						Hattiesburg, MS 39401		Waynesboro, MS 39367		Madisonville, LA 70447	
BASE BID											
	Miscellaneous Construction Items										
22	Clay Gravel (Class 6, Group C), LVM	1084	CY	\$20.00	\$21,680.00	\$25.00	\$27,100.00	\$12.00	\$13,008.00		
23	Select Fill Material for Trench Repair in Pavement (Class 9, Group C), LVM	3252	CY	\$18.00	\$58,536.00	\$15.00	\$48,780.00	\$15.00	\$48,780.00		
24	9.5mm Hot Mix Asphalt	179	Ton	\$222.00	\$39,738.00	\$256.00	\$45,824.00	\$245.00	\$43,855.00		
25	19mm Hot Mix Asphalt	358	Ton	\$432.00	\$154,656.00	\$240.00	\$85,920.00	\$245.00	\$87,710.00		
26	Grassing	1	Acre	\$3,600.00	\$3,600.00	\$2,400.00	\$2,400.00	\$17,500.00	\$17,500.00		
27	Clearing and Grubbing	1	Acre	\$5,900.00	\$5,900.00	\$800.00	\$800.00	\$5,000.00	\$5,000.00		
28	Temporary Erosion Control	1	LS	\$5,900.00	\$5,900.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00		
29	Maintenance of Traffic	1	LS	\$60,000.00	\$60,000.00	\$13,650.00	\$13,650.00	\$28,000.00	\$28,000.00		
30	Mobilization	1	LS	\$62,000.00	\$62,000.00	\$150,000.00	\$150,000.00	\$68,500.00	\$68,500.00		
31	Wood Fence Enclosure with Gates	150	LS	\$40.00	\$6,000.00	\$75.00	\$11,250.00	\$125.00	\$18,750.00		
32	Crushed Aggregate	2.4	Ton	\$765.00	\$1,836.00	\$500.00	\$1,200.00	\$300.00	\$720.00		
Bid Total:				\$1,045,032.00		\$1,175,227.00		\$1,198,863.00			

This is to certify that I have checked the tabulation of the bids received by the City of Petal on May 12th, 2022, and that said tabulation is true and correct to the best of my belief.

John T. Weeks, P.E.

Comments:

ORDINANCE 2022 148)
AN ORDINANCE AMENDING CHAPTER 10, ARTICLE 4 OF THE
CODE OF ORDINANCES

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, AS FOLLOWS, TO-WIT:

Sec. 10-84 Mobile Food Vendors

Applicability

This article shall apply to all mobile food vendors licensed to sell food and/or beverages in the City of Petal where permitted to do so.

Definitions.

The following words and phrases, whenever used herein, shall be construed as defined in this section:

Mobile food vendor means any person who sells food and/or beverages from a mobile pushcart or motorized mobile food preparation vehicle on a consistent basis and for a period of more than (1) day or (1) one permitted event each calendar year.

Mobile food preparation vehicle means any moveable car, van, truck or trailer that includes a self-contained kitchen in which food is prepared, processed or stored and used to sell and dispense food to the consumer. The unit must be on wheels at all times. This definition does not include pushcarts, which is defined below.

Mobile pushcart means any portable vending device, pushcart or other wheeled vehicle or device which may be moved without the assistance of a motor and which is not required to be licensed and registered by the Department of Transportation, used for the displaying, storing or transporting of food offered for sale by a vendor. Said cart may be up to four feet in width, six feet in length, excluding auxiliary items such as handles or levers, or otherwise the cart shall not occupy space greater than a total of 24 square feet.

Permits required for mobile food vending.

(a) All mobile food vendors shall obtain and maintain a City of Petal Privilege License and a mobile food vending permit for each mobile pushcart or mobile food preparation vehicle in operation. All applications for permit renewal shall be filed annually with the City of Petal City Clerk.

The application may be reviewed by any department of the city as may be necessary or convenient to determine whether the application is complete or whether the permit should be granted. Permit applications shall contain the following information:

- (1) The name, mailing address, physical address, telephone number(s), and email address of the applicant(s); if any applicant is anything other than a natural person, then all documents related to the creation and maintenance of the entity such as articles of incorporation and any similar relevant documents shall be included.
- (2) A valid City of Petal Privilege license.
- (3) A food service permit from the Mississippi Department of Health.
- (4) All mobile pushcarts and mobile food preparation vehicles shall be issued a State tax number by the Mississippi Department of Revenue designating them as a City of Petal business.
- (5) An approval from the city fire inspector.
- (6) Written Consent from the property owner for each proposed location of operation.
- (7) All permit applicants must operate under a central kitchen within Forrest County that is approved by the Mississippi Department of Health for food service. A mobile food vehicle may be certified by the Mississippi Department of Health as a central kitchen.
- (8) A list of products to be sold.
- (9) A site plan showing the proposed location of the mobile vending unit for each private parcel. Additional locations may be added at any time after initial permit approval, provided the locations meet the requirement of this ordinance.

(d) Each day on which an infraction of the article occurs shall be considered a separate and distinct violation.

(e) All fines collected shall go to the city's general fund.

All other Sections and provisions of Chapter 10, Article 4 do hereby remain in effect.

This Ordinance shall be effective thirty (30) days after its adoption by the City of Petal with applications to be accepted beginning immediately. Legal existing mobile food vendors may continue to conduct business as permitted until renewal of their transient vendor license; at which time the mobile food vendor must come into full compliance with this ordinance.

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 Section 1, 2, and 3 of the foregoing Ordinance:

Alderman Drew Brickson
Alderman Craig Bullock
Alderman Mike Lott
Alderman Blake Nobles
Alderman Gerald Steele
Alderman Craig Strickland
Alderman Steve Stringer

Those present and voting "Nay" or against any of said Sections of the foregoing Ordinance:

NONE

Those present and voting "Aye" and in favor of the passage, adoption and approval of the Ordinance as a whole:

Alderman Drew Brickson
Alderman Craig Bullock
Alderman Mike Lott
Alderman Blake Nobles
Alderman Gerald Steele
Alderman Craig Strickland
Alderman Steve Stringer

Those present and voting "Nay" or against the passage, adoption and approval of the Ordinance as a whole:

NONE

WHEREFORE, the foregoing Ordinance was duly passed, adopted, and approved on this the 7th day of June 2022.



Melissa Martin, City Clerk

Tom Duckert
Tony Duckert, Mayor

- (10) Proof of a valid business insurance policy that provides minimum liability coverage of \$500,000.00 per mobile food preparation vehicle and \$500,000.00 per mobile pushcart, with the city named as an additional insured.
 - a. If operating a mobile food preparation vehicle, proof of a valid vehicular insurance policy shall also be provided to the city.
- (11) A written indemnity agreement that will hold harmless the city, its officers, and employees, for any loss or liability or damage, including costs, for bodily injury or property damage sustained by a person as a result of the negligent installation, use, or maintenance of a permitted space.
- (12) Copies of all letters and other notices from any governmental, quasi-governmental, professional, or business association or entity, related directly or indirectly to alleged or actual improper conduct in the food service business, issued to applicant or any person who will have responsibility for operations of the mobile pushcart or mobile food preparation vehicle for which a permit is requested. This shall include all related response and follow up documents showing any results, findings or actions.
- (13) The dates, jurisdiction, court, and disposition of the following:
 - a. All felony charges related to the applicant or any principal of the applicant; and
 - b. All misdemeanors and violations directly or indirectly related to food, food preparation, permit operations, and/or business operations, related to the applicant or any principal of the applicant.
- (14) Such other additional information required by law, rule, or ordinance, or that any department of the city or board of alderman, or the permit applicant reasonably deems appropriate to assist the city in determining whether the permit should be granted. The applicant shall be provided reasonable time to supplement the application.
- (15) Photographs of all sides of the mobile food vehicle and each associated accessory device and/or signage.

- (a) Mobile food vending permits cost \$275.00 annually per vehicle or cart which covers the administrative cost of processing the application and regulating each mobile pushcart or mobile food preparation vehicle.
- (c) Permit holders may be required to remove private materials or accessories to allow utility access at the vendor's operation location for emergency and maintenance operation or both.
- (d) This permit does not allow permit holders to operate during city appointed special events without proper authorization from the special event organizers.
- (e) The permit shall be displayed on the mobile pushcart or mobile food preparation vehicle at all times.
- (f) Permits are non-transferable.
- (g) A damaged or destroyed mobile pushcart or mobile food preparation vehicle may be replaced if and only if approval for its replacement is obtained from the city clerk's office. Any such replacement pushcart or vehicle shall be of substantially the same type, size, and dimension and with the same general characteristics as the original. Such replacement may be disallowed if the original vendor permit would not have approved the use of the replacement pushcart or food preparation vehicle.
- (h) Any permit granted pursuant to this article shall be nonexclusive. The city may grant any number of such permits as the city deems appropriate. The granting of a permit shall not limit or abridge any power or authority of the city and shall not limit the authority of the city to commence appropriate civil, criminal, or other enforcement actions. The city retains full authority to amend the ordinances, rules and regulations that apply to any permit.
- (i) The city may revoke and terminate the permit in the event the vendor violates any term, condition, or provision of the permit, the City of Petal Code of Ordinances and/or zoning ordinances, state and/or federal law, or if the business license issued by the city for the permitted activity is revoked. The procedures for revoking or terminating a permit shall be the same as revoking or terminating a business license. The revocation may be sought as a remedy in a civil action. The vendor may terminate or surrender the permit at will any time prior to the expiration of the permit by providing written notice to city clerk. Termination of the permit shall not operate to relieve the vendor of the obligation to release, hold harmless, and indemnify the city and its officers, agents, and employees.

Location and operation.

- (a) Due to concerns of public health, safety and welfare, mobile food business shall only be conducted in locations deemed appropriate by the Board of Aldermen:
 1. Mobile Food Vendors shall not operate on any publicly owned right-of-way or other public lands, except upon specific permission being granted by the Mayor and the Board of Aldermen.

2. Mobile pushcarts and mobile food preparation vehicles may conduct business on private non-residential property, in a Designated Area approved by the Mayor and the Board of Aldermen, and with the written consent of the property owner.
- (b) The city clerk's office, department of planning, department of public works and the code enforcement officer shall have continued authority to approve locations, grant conditions for approval, revoke prior approval of locations, make conditional revocations of approved locations, require adjustments by the mobile food vendor in setup or location to accommodate public safety and convenience, and to otherwise maintain full lawful control over all public ways of the city. The City of Petal Police and Fire Departments shall have concurrent authority to oversee locations and setup of mobile pushcarts and mobile food preparation vehicles. If an applicant is denied any wishes to appeal his grievance, he may request an order approving his application to the board of aldermen at a regular scheduled meeting and said item will be considered "approved or disapproved."
- (c) Mobile pushcarts and mobile food preparation vehicles shall conform to the following regulations regarding location and operation:
 - (1) Mobile pushcarts and mobile food preparation vehicles must be located on private property at all times during operation; unless approved for a location on public property by the City of Petal.
 - a. Proof of said permission must be filed with the city clerk's office.
 - (2) A mobile food vendor operating in all districts shall operate Monday through Saturday between the hours of 6:00 a.m. and 2:00 a.m. and on Sunday between the hours of 6:00 a.m. and 10:00 p.m. Cleanup and removal of the pushcart or vehicle shall be completed within 30 minutes of closing. Vehicle must be moved off-site each night at the close of business, except during approved multi-day permitted events.
 - (3) Mobile pushcarts and mobile food preparation vehicles must not be locked or attached to trees, garbage receptacles, or street furniture.
 - (4) Mobile pushcarts and mobile food preparation vehicles may not locate within any area which would block the view of traffic or traffic signals or traffic signs.
 - (5) Mobile pushcarts and mobile food preparation vehicles may not locate within twenty (20) feet of any fire hydrant.
 - (6) The operators must be present at all times.
 - (7) Sales of goods are limited to food and beverage.
 - a. The sale of alcoholic beverages is prohibited; except when participating during special events at designated locations properly licensed to permit alcohol sales.
 - (8) In no event shall any mobile pushcart or mobile food preparation vehicle display device, or accessory container be located inside any public building or structure or at any place the general public is prohibited.
 - (9) Mobile food vendors are responsible for all waste and trash removal. The containment area must be kept clear of grease, trash, paper, cups or cans associated with the operation. No liquid waste or grease is to be disposed of in tree pits or onto sidewalks, streets, or other public places; nor shall it be disposed of in drains or sanitary sewers.
 - (10) The mobile food vendor shall not provide stands, shelves, bins, equipment, signs, covers, or any kind of accessory or feature unless the same was accurately described and included in the application, and was fairly included in the picture or other graphics required as part of the application.
 - (11) During the hours of operation, the permit holder shall provide a trash receptacle for use by customers located adjacent to the mobile pushcart or mobile food preparation vehicle in such a manner as not to block or otherwise obstruct pedestrian or vehicular traffic.
 - a. The mobile food vendor shall contain all refuse, trash and litter within the mobile food preparation vehicle.
 - b. The vendor shall be responsible for the proper disposal of such refuse, trash, and litter, and shall place it in the public trash container, or in any private container with proper permission.
 - c. The vendor is responsible for all litter and trash within 15 feet of the mobile pushcart or mobile food preparation vehicle at any time the vendor is selling or offering to sell any merchandise or service.
 - (12) The mobile pushcart or mobile food preparation vehicle must have self-contained utilities and shall not use the city's utilities or private utilities (unless expressly stated in application from property owner) that are not self-contained and integral to the vendor unit.
 - a. If the mobile food preparation vehicle utilizes a generator, it shall be in compliance with the City of Petal noise ordinance section 22-78.

- (13) No speakers or noise production devices that produce sound at an unreasonable level are allowed. No flashing, rotating or other light devices that provide the appearance of, or are similar to, emergency vehicle lights are allowed.
- (14) No mobile pushcart or mobile food preparation vehicle shall sell or attempt to sell any item to the occupant of any motor vehicle, unless it is parked in a lawful part.
- (15) Mobile pushcarts and mobile food preparation vehicles must comply with all local, state, and federal rules regarding sanitation and protection of food from airborne contamination.
- (16) Every mobile food vendor shall keep records utilizing generally accepted accounting practices for the purposes of compliance with all federal, state and local tax laws.
- (17) All approved mobile pushcarts and mobile food preparation vehicles must pay the (3) three percent sales tax required by all food providers in the City of Petal, along with all other tax and licensing fees required by the State of Mississippi.
- (18) All approved mobile pushcarts and mobile food preparation vehicles must be licensed businesses within the City of Petal with all operations pertinent to the mobile pushcart or vehicle operated within the City of Petal.
- (19) All mobile pushcarts and mobile food preparation vehicles must be issued a State tax number by the Mississippi Department of Revenue designating them as a City of Petal Business.
- (20) All mobile pushcarts and mobile food preparation vehicles shall be subject to inspection by the Petal Fire Chief in order to check for possible fire, electrical or grease hazards.

Design standards.

- (a) All mobile pushcarts and mobile food preparation vehicles must meet the following design standards:
 - (1) All mobile pushcarts and mobile food preparation vehicles must be capable of independently providing all necessary utilities for operation in order to maintain compliance with all Mississippi Department of Health Codes.
 - (2) Umbrellas or canopies must be attached to the pushcart or vehicle and must not exceed eight feet in height above grade. Maximum diameter of canopies and umbrellas shall not exceed six feet and shall not interfere with pedestrian movement. No mobile pushcart or mobile food preparation vehicle shall have more than two umbrellas.
 - (3) All signage on mobile pushcarts and mobile food preparation vehicles is limited to one temporary sign.
 - a. Dimensions of a temporary sign shall not exceed three feet by five feet and shall otherwise comply with the provisions of the land development code for regulating signage (section 7.10).
 - b. Signs shall be removed each day from the site.
 - (4) Exterior lighting must be hooded or shielded so that the light source is not directly visible to a residential use.
 - (5) Mobile food vendors may place a maximum of three coolers within their containment area so long as the coolers are neatly stacked to avoid visual clutter.
 - (6) No accessory container shall be more than three feet from the unit.
 - (7) Accessory containers must be made of hard substances such as hard plastic or a metal and may not be made by expanded polystyrene plastic, paper, paperboard, or cardboard.
 - (8) Mobile pushcarts and mobile food preparation vehicles may not be stored, parked or left overnight on city property; except during approved multi-day permitted events.

Violations and penalties.

- (a) All mobile food vending must be performed in compliance with said article. Failure to abide by said article shall result in the following:
 - (1) A fine not exceeding \$150.00 for a first violation.
 - (2) A fine not exceeding \$250.00 for a second violation within one year of any prior violation.
 - (3) A fine not exceeding \$500.00 for a third or more violation within one year of the first.
- (b) Any offense shall be considered a misdemeanor and is subject to being cited by any authorized law enforcement official in the City of Petal or with authority to do so in the City of Petal.
- (c) Violation of this article may result in the suspension or revocation of any city permit or license issued to the owner or operator of the mobile pushcart or mobile food preparation vehicle.

City of Petal
Minute Book 38
Exhibit "E"

City of Petal

Minute Book 38

City of Petal							
A/P Preliminary Register with fund re-cap							
Run: 6/05/2022 at 8:45 AM							

Organization	Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount
08203 COVINGTON SALES GUAGE	001-201-635.00 EQUIP REPAIR & MAINT		81104	5/13/2022	6/10/2022	358.79	0.00	358.79
08207 CUSTOM PRODUCTS SIGNS	001-201-639.00 STREET SIGNS		370847	5/18/2022	6/10/2022	4,964.66	0.00	4,964.66
08207 CUSTOM PRODUCTS REFLECTORS RED AND WHITE	001-201-639.00 STREET SIGNS		370830	5/19/2022	6/10/2022	627.20	0.00	627.20
08220 DELKS TIRE SALES & TIRE REPAIR	001-201-635.00 EQUIP REPAIR & MAINT		38858	5/23/2022	6/10/2022	16.00	0.00	16.00
08220 DELKS TIRE SALES & FLAT REPAIRS	001-201-635.00 EQUIP REPAIR & MAINT		250682-35073	5/24/2022	6/10/2022	115.00	0.00	115.00
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2000720003	5/10/2022	6/07/2022	168.58	0.00	168.58
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2003760003	5/10/2022	6/07/2022	136.90	0.00	138.50
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		20035891000	5/10/2022	6/07/2022	688.15	0.00	688.15
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2005580401	5/10/2022	6/07/2022	59.72	0.00	59.72
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2008290501	5/10/2022	6/07/2022	73.72	0.00	73.72
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2008990001	5/10/2022	6/07/2022	152.60	0.00	152.60
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2008986501	5/10/2022	6/07/2022	75.70	0.00	75.70
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2010680001	5/10/2022	6/07/2022	164.59	0.00	164.59
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2038980000	5/10/2022	6/07/2022	47.00	0.00	47.00
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2102820000	5/10/2022	6/07/2022	209.01	0.00	209.01
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2104800000	5/10/2022	6/07/2022	155.35	0.00	155.35
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2105520502	5/10/2022	6/07/2022	75.12	0.00	75.12
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2108321500	5/10/2022	6/07/2022	45.06	0.00	45.06
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2108951500	5/10/2022	6/07/2022	100.76	0.00	100.76
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2109801500	5/10/2022	6/07/2022	142.46	0.00	142.46
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2111111101	5/10/2022	6/07/2022	63.17	0.00	63.17
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2111510000	5/10/2022	6/07/2022	276.27	0.00	276.27
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2111550400	5/10/2022	6/07/2022	53.68	0.00	53.68
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2111990000	5/10/2022	6/07/2022	134.59	0.00	134.59

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Organization	Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2112053000	5/10/2022	6/07/2022	37.08	0.00	37.08
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2112940000	5/10/2022	6/07/2022	82.23	0.00	82.23
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2113560000	5/10/2022	6/07/2022	203.76	0.00	203.76
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2114810000	5/10/2022	6/07/2022	61.87	0.00	61.87
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2114800000	5/10/2022	6/07/2022	50.24	0.00	50.24
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2115987000	5/10/2022	6/07/2022	386.89	0.00	386.89
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2117080501	5/10/2022	6/07/2022	64.68	0.00	64.68
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2117734901	5/10/2022	6/07/2022	70.70	0.00	70.70
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2117749300	5/10/2022	6/07/2022	40.22	0.00	40.22
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2117753501	5/10/2022	6/07/2022	82.82	0.00	82.82
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2118240001	5/10/2022	6/07/2022	212.10	0.00	212.10
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2119040001	5/10/2022	6/07/2022	164.55	0.00	164.55
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2121600001	5/10/2022	6/07/2022	34.40	0.00	34.40
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2121890001	5/10/2022	6/07/2022	321.10	0.00	321.10
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2121950001	5/10/2022	6/07/2022	33.42	0.00	33.42
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2122280001	5/10/2022	6/07/2022	58.38	0.00	58.38
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2123230001	5/10/2022	6/07/2022	448.45	0.00	448.45
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2124040001	5/10/2022	6/07/2022	37.98	0.00	37.98
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2126000001	5/10/2022	6/07/2022	172.24	0.00	172.24
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2128580000	5/10/2022	6/07/2022	213.02	0.00	213.02
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2131061000	5/10/2022	6/07/2022	129.25	0.00	129.25
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2131085500	5/10/2022	6/07/2022	135.58	0.00	135.58
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2131440000	5/10/2022	6/07/2022	317.48	0.00	317.48
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2133427501	5/10/2022	6/07/2022	92.79	0.00	92.79
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2141137900	5/10/2022	6/07/2022	606.29	0.00	606.29
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2141141200	5/10/2022	6/07/2022	52.02	0.00	52.02
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2141440000	5/10/2022	6/07/2022	1,925.46	0.00	1,925.46
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2141440500	5/10/2022	6/07/2022	1,872.63	0.00	1,872.63
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2141441000	5/10/2022	6/07/2022	1,356.68	0.00	1,356.68

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Organization	Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2141560000	5/10/2022	6/07/2022	52.06	0.00	52.06
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2145040000	5/10/2022	6/07/2022	642.03	0.00	642.03
08227 DIXIE ELECTRIC	001-201-630.00 UTILITIES		2145760001	5/10/2022	6/07/2022	32.78	0.00	32.78
08227 DIXIE ELECTRIC	001-201-630.00 UTILITIES		2145600800	5/10/2022	6/07/2022	324.87	0.00	324.87
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2147586000	5/10/2022	6/07/2022	60.36	0.00	60.36
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2148520000	5/10/2022	6/07/2022	47.98	0.00	47.98
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES		2149200000	5/10/2022	6/07/2022	59.93	0.00	59.93
08239 ELECTION SYSTEMS & BALANCE ON INVOICE	001-040-600.00 PROFESSIONAL SERVICES		2002178	5/10/2022	6/10/2022	200.00	0.00	200.00
08252 FEDERAL EXPRESS MAILING OF PACKAGES	001-040-655.00 OPERATING SUPPLIES							
	001-640-606.00 POSTAGE		7-745-410167	5/04/2022	6/10/2022	99.80	0.00	99.80
	001-640-606.00 POSTAGE							
	001-640-606.00 POSTAGE							
08263 FORREST CO. APRIL 2022	001-010-659.00 JAIL FEES		APRIL 2022	5/10/2022	6/10/2022	7,750.00	0.00	7,750.00
08263 FORREST CO. HOUSING AND MEDICAL FOR INMATES FEB 2022	001-010-659.00 JAIL FEES		FEB 2022	5/05/2022	6/10/2022	7,086.54	0.00	7,086.54
08310 HANCOCK PEST MONTHLY EXPENSE	001-100-682.00 MISCELLANEOUS			5/10/2022	6/09/2022	21.00	0.00	21.00
08310 HANCOCK PEST MONTHLY EXPENSE	001-100-682.00 CONTRACTUAL			5/10/2022	6/09/2022	63.00	0.00	63.00
08310 HANCOCK PEST MONTHLY EXPENSE	001-350-507.00 CONTRACT SERVICES			5/10/2022	6/09/2022	46.50	0.00	46.50
08310 HANCOCK PEST MONTHLY EXPENSE	115-300-630.00 CONTRACT SERVICES			5/10/2022	6/09/2022	146.00	0.00	146.00
08310 HANCOCK PEST MONTHLY EXPENSE	001-040-638.00 CONTRACT SERVICES			5/10/2022	6/09/2022	21.00	0.00	21.00

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08310 HANCOCK PEST MONTHLY EXPENSE	001-201-680.00 CONTRACT SERVICES			5/10/2022	5/09/2022	25.00	0.00	25.00
08310 HANCOCK PEST MONTHLY EXPENSE	001-325-581.00 CONTRACT SERVICES			5/10/2022	5/08/2022	55.00	0.00	55.00
08310 HANCOCK PEST MONTHLY EXPENSE	001-100-682.00 MISCELLANEOUS			5/10/2022	6/09/2022	21.00	0.00	21.00
08312 HARLEY DAVIDSON UNIT REPAIR	001-100-630.00 VEHICLE REPAIR/MAINT		40568	5/02/2022	6/10/2022	219.69	0.00	219.69
08322 HEALTH WORKS WALLEY, McDONALD, JOHNSON, DYKES	400-650-604.00 PHYSICALS/DRUG SCREEN		18	5/24/2022	6/10/2022	402.00	0.00	402.00
08374 LEWIS PRINTING BLEACH, MOP HEADS	001-350-501.00 CLEANING & JANITORIAL		16694	5/27/2022	6/10/2022	171.94	0.00	171.94
08374 LEWIS PRINTING HANGING FILE POCKETYS	001-040-500.00 OFFICE SUPPLIES		16704	5/31/2022	6/10/2022	78.99	0.00	78.99
08487 MEMPHIS DRIVE MONTHLY EXPENSE	001-300-141.00 COURT COLLECTIONS			MAY2022	5/10/2022	20.00	0.00	20.00
08415 MID-SOUTH UNIFORM RADIO HOLDER, STRAP	001-150-635.00 UNIFORMS & ACCESSORIES		628477	5/05/2022	6/10/2022	570.62	0.00	570.62
08440 MISSISSIPPI POWER MONTHLY EXPENSE	115-300-630.00 Utilities		13995-97017	5/24/2022	6/10/2022	51.32	0.00	51.32
08440 MISSISSIPPI POWER MONTHLY EXPENSE	115-300-630.00 Utilities		34463-63043	5/31/2022	6/10/2022	51.32	0.00	51.32
08440 MISSISSIPPI POWER MONTHLY EXPENSE	001-040-630.00 UTILITIES			MAY2022	5/25/2022	36,695.78	0.00	36,695.78
	001-100-630.00 UTILITIES							
	001-160-620.00 UTILITIES							
	001-180-630.00 UTILITIES							
	001-201-630.00 UTILITIES							
	001-255-630.00 UTILITIES							
	001-350-630.00 UTILITIES							
	115-350-630.00 Utilities							
	400-650-630.00 UTILITIES							

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Organization	Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount
08023 PAUL'S DISCOUNT TIRES	001-180-530.00 VEHICLE REPAIR/MAINT		106481	5/05/2022	6/10/2022	161.00	0.00	161.02
08023 PAUL'S DISCOUNT TIRES	400-650-531.00 REPAIR & MAINT SERVICES		106986	5/25/2022	6/10/2022	354.00	0.00	354.00
08023 PAUL'S DISCOUNT TIRES	400-650-630.00 VEHICLE REPAIR/MAINT		107028	5/26/2022	6/10/2022	680.00	0.00	680.00
08023 PAUL'S DISCOUNT TIRES	400-650-630.00 VEHICLE REPAIR/MAINT		107057	5/31/2022	6/10/2022	700.00	0.00	700.00
00149 ACE HARDWARE KEYS, BOOTS	001-201-635.00 OPERATING SUPPLIES		323965-	5/10/2022	6/10/2022	168.98	0.00	168.98
00149 ACE HARDWARE JESSAW BLADES	400-650-482.00 UNIFORMS		324129	5/17/2022	6/10/2022	7.19	0.00	7.19
00149 ACE HARDWARE BOOTS, ELBOWS, PIPE	400-650-482.00 UNIFORMS		324276	5/24/2022	6/10/2022	135.50	0.00	135.50
00149 ACE HARDWARE FASTENERS, GLUE, HOOKS, ELE TAPE	400-650-560.00 REPAIR & MAINT SUPPLIES		324283	5/26/2022	6/10/2022	272.29	0.00	272.29
00149 ACE HARDWARE DRILL BIT, ANCHOR, SCREWS,	001-201-635.00 OPERATING SUPPLIES		324294	5/27/2022	6/10/2022	406.12	0.00	406.12
00149 ACE HARDWARE HOSE, TABLE FAN, DUCT TAPE	001-350-635.00 REPAIRS AND MAINTENANCE		324375	5/31/2022	6/10/2022	94.66	0.00	94.65
00755 THE OIL EXCHANGE OIL CHANGES	001100-530.00 VEHICLE REPAIR/MAINT		27454-27753	5/31/2022	6/10/2022	200.00	0.00	200.00
00755 THE OIL EXCHANGE OIL CHANGES	001201-630.00 VEHICLE REPAIR/MAINT		27513-27514	5/31/2022	6/10/2022	230.00	0.00	230.00
00852 MAYFIELD HEATING & LABOR AND INSTALL P539	001-350-635.00 REPAIRS AND MAINTENANCE		77200	5/04/2022	6/10/2022	182.75	0.00	182.75
01533 GINN, JEFFREY MONTHLY SERVICE	001-180-600.00 PROFESSIONAL SERVICE		MAY2022	5/26/2022	6/10/2022	100.00	0.00	100.00

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Invoice Description												Invoice Description												
Account Distribution												Account Distribution												
Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount							
09336 RED BUD SUPPLY	400 650-535 00 OPERATING SUPPLIES	177084	4/29/2022	5/10/2022	254.38	0.00	254.38	08501 NOBLES AUTO PARTS	001-201-730 00 MACHINERY & EQUIPMENT	8130689	5/10/2022	6/10/2022	3,680.16	0.00	3,680.16									
ASTRO GRIP								PARTS AND SUPPLIES	400 650-730 00 MACHINERY & EQUIPMENT															
09472 CHASES TIRE & AUTO	001-201-530 00 VEHICLE REPAIR/MAINT	9761	5/03/2022	6/10/2022	298.08	0.00	298.08	08501 NOBLES AUTO PARTS	001-201-530 00 VEHICLE REPAIR/MAINT	813118	5/18/2022	6/10/2022	293.48	0.00	293.48									
REMOVE AND REPLACE								FILTERS, AIR FILTER	400 650-530 00 VEHICLE REPAIR/MAINT															
RADIATOR																								
09472 CHASES TIRE & AUTO	001-100-530 00 VEHICLE REPAIR/MAINT	9768	5/31/2022	6/10/2022	216.22	0.00	216.22	08501 NOBLES AUTO PARTS	001-201-635 00 EQUIP REPAIR & MAINT	813167	5/19/2022	6/10/2022	213.43	0.00	213.43									
BRAKE SHOES								BOLTS AND NUTS																
09553 ACCURUND INC	001-691-635 00 MAINTENANCE CONTRACT	20221150	5/09/2022	6/10/2022	5,592.00	0.00	5,592.00	08501 NOBLES AUTO PARTS	001-201-555 00 OPERATING SUPPLIES	813535	5/26/2022	6/10/2022	868.75	0.00	868.75									
ONLINE SERVICE FOR JULY 2022-SEPT 2022								LIGHT BRACKET, TOOL	400 650-555 00 OPERATING SUPPLIES															
								BOX BRACKET																
09412 AFFORDABLE	001-100-555 00 OPERATING SUPPLIES	1552	5/10/2022	6/10/2022	1,489.00	0.00	1,489.00	08501 NOBLES AUTO PARTS	001-100-530 00 VEHICLE REPAIR/MAINT	813555	5/27/2022	6/10/2022	399.41	0.00	399.41									
SUPPLYING ON EQUIPMENT								BATTERY CLAMP																
FOR NEW POLICE VEHICLES								HARNESSES																
09826 ROPS BODY SHOP	400-650-530 00 VEHICLE REPAIR/MAINT	13950	5/12/2022	6/10/2022	630.80	0.00	630.80	08501 NOBLES AUTO PARTS	001-100-530 00 VEHICLE REPAIR/MAINT	813589	5/27/2022	6/10/2022	958.67	0.00	958.67									
FIX MIRROR								PARTS AND SUPPLIES																
08710 LANCE ENFINGER	001-100-601 00 PHYSICALS & DRUG SCREENS	MCLEAN	5/24/2022	6/10/2022	225.00	0.00	225.00	08503 CANON SOLUTIONS	001-100-635 00 REPAIR & MAINTENANCE	6000524210	5/01/2022	6/10/2022	9.08	0.00	9.08									
FIRE EMPLOYMENT								MAINTENANCE																
DALTON MCLEAN								08583 CANON SOLUTIONS	001-100-635 00 REPAIR & MAINTENANCE	6000530191	5/01/2022	6/10/2022	314.48	0.00	314.48									
								MAINTENANCE																
09736 WASTE PRO	001-040-630 00 UTILITIES	001227005	5/20/2022	6/10/2022	80,320.24	0.00	80,320.24	08508 OWENS BUSINESS	001-100-635 00 REPAIR & MAINTENANCE	443663	5/26/2022	6/10/2022	301.80	0.00	301.80									
MONTHLY EXPENSE								MAINTENANCE AND COPIES																
								08508 OWENS BUSINESS	001-040-635 00 REPAIR/MAINT SERVICES	443666	5/25/2022	6/10/2022	282.23	0.00	282.23									
								MAINTENANCE AND COPIES																
								08508 OWENS BUSINESS	001-040-635 00 REPAIR & MAINTENANCE	443670	5/26/2022	6/10/2022	70.39	0.00	70.39									
								MAINTENANCE AND COPIES																
								08508 PALMER ELECTRIC	400 650 635 00 REPAIR & MAINT SERVICES	17629	5/25/2022	6/10/2022	479.38	0.00	479.38									
								CHECK LIFT STATIONS																
								08518 PETAL CHAMBERADP	001-009-630 00 CHAMBERADP		5/10/2022	6/09/2022	100.00	0.00	100.00									
								MONTHLY EXPENSE																
								MONTHLY SERVICE																
								MONTHLY SERVICE																

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Organization		Invoice Description		Account Distribution		Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount		
10661 EXPRESS SERVICES		115-300-600 00 PROFESSIONAL SERVICES				27073190	4/20/2022	6/10/2022	1,252.33	0.00	1,252.33		
WEEKLY PAY													
10661 EXPRESS SERVICES		115-300-600 00 PROFESSIONAL SERVICES				27107449	4/27/2022	6/10/2022	1,248.65	0.00	1,248.65		
WEEKLY PAY													
10661 EXPRESS SERVICES		115-300-600 00 PROFESSIONAL SERVICES				27143540	5/04/2022	6/10/2022	1,428.61	0.00	1,428.61		
SIVILS, WADE, WRIGHT													
10661 EXPRESS SERVICES		115-300-600 00 PROFESSIONAL SERVICES				27176848	5/11/2022	6/10/2022	1,663.64	0.00	1,663.64		
SKILLS, WADE, WRIGHT													
10661 EXPRESS SERVICES		115-300-600 00 PROFESSIONAL SERVICES				27215115	5/23/2022	6/10/2022	1,667.31	0.00	1,667.31		
SIVILS, WADE, WRIGHT													
10661 EXPRESS SERVICES		115-300-600 00 PROFESSIONAL SERVICES				27264768	5/25/2022	6/10/2022	1,571.83	0.00	1,571.83		
SIVILS, WADE, WRIGHT													
10739 CANON FINANCIAL		001-100-633 00 REPAIR & MAINTENANCE				28535187	5/10/2022	6/10/2022	72.00	0.00	72.00		
MONTHLY EXPENSE													
10751 PRO 1 SECURITY AND		400-650-555 00 OPERATING SUPPLIES				11714	5/09/2022	6/10/2022	3,650.00	0.00	3,650.00		
PROVIDE AND INSTALL 4													
MP CAMERA AT PLANT C													
10962 BURROUGHS TIRE &		001-100-530 00 VEHICLE REPAIR/MAINT				6587	5/18/2022	6/10/2022	675.78	0.00	675.78		
FX ENGINE 2													
11875 98 WASTE LLC		400-220-645 00 DEBRIS REMOVAL				4248	4/30/2022	6/10/2022	3,600.00	0.00	3,600.00		
RUBBISH													
12015 AWARE GPS		001-201-555 00 OPERATING SUPPLIES				8002566752	5/16/2022	6/10/2022	341.81	0.00	341.81		
MONTHLY HOSTING													
120													
12001 AT&T NCIOT1 LINE		001-101-605 00 TELEPHONE				3138094211	5/10/2022	6/10/2022	213.32	0.00	213.32		
T1													
12388 PARISH TRACTOR		001-201-555 00 OPERATING SUPPLIES				02-218843	5/10/2022	6/10/2022	716.34	0.00	716.34		
KUB RADIO													
12463 SOUTHERN		001-101-578 00 UNIFORMS				20763	3/03/2022	6/10/2022	761.44	0.00	761.44		
POINT BLANK BALLISTIC													
PANEL													
18917 SOUTHERN ON SITE		115-300-555 00 OPERATING SUPPLIES				89335 89336	4/10/2022	6/10/2022	319.00	0.00	319.00		
MONTHLY RENTAL		115-300-835 00 REPAIR/MAINT SERVICE											

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Exhibit A

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Organization	Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount	
City of Petal	ENGINEERING	001-040-600.00 PROFESSIONAL SERVICES	00000050	4/24/2022	5/10/2022	1,420.13	0.00	1,420.13	
City of Petal	OUTSOURCED SERVICES								
21099 PINE BELT CDJR INC.		001-201-730.00 MACHINERY & EQUIPMENT	103181	5/01/2022	5/10/2022	33,405.00	0.00	33,405.00	
2022 DODGE RAM 2500									
21099 PINE BELT CDJR INC.		400-650-730.00 MACHINERY & EQUIPMENT	103181-	5/01/2022	5/10/2022	66,810.00	0.00	66,810.00	
2 2022 DODGE RAMS									
						66,810.00		578,576.11	
							Funds		
							001	213,810.54	
							110	4,635.00	
							115	21,689.50	
							400	254,884.47	
							400	63,536.60	
							Total	578,576.11	

City of Petal									
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Organization	Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount	
08750 CITY OF PETAL		400-450-800.00 SRF LOAN REPAYMENT		4/10/2022	5/10/2022	3,617.53	0.00	3,617.53	
MONTHLY EXPENSE SRF									
LOAN REPAY SRF LOAN									
						3,617.53		3,617.53	
							Funds		
							400	3,617.53	
							Total	3,617.53	

City of Petal									
A/P Preliminary Register with fund re-cap									
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Organization	Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount	
19007 HANCOCK WHITNEY		220-400-800.00 BONDS REDEEMED	2015 BOND	5/10/2022	5/10/2022	19,337.50	0.00	19,337.50	
2015 BOND									
19007 HANCOCK WHITNEY		220-400-801.00 2022 BONDS REDEEMED	SERIES 2022	5/03/2022	5/10/2022	76,913.98	0.00	76,913.98	
SERIES 2022		220-400-811.00 2022 INTEREST ON BOND							
						76,913.98		96,251.48	
							Funds		
							220	96,251.48	
							Total	96,251.48	

City of Petal									
A/P Preliminary Register with fund re-cap									
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Organization	Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount	
19007 HANCOCK WHITNEY		210-400-800.00 BONDS REDEEMED	2015 BOND	5/10/2022	5/10/2022	670,700.00	0.00	670,700.00	
2015 BOND		210-400-810.00 INTEREST ON BOND							
						670,700.00		670,700.00	
							Funds		
							210	670,700.00	
							Total	670,700.00	

City of Petal

City of Petal A/P Preliminary Register with fund re-cap								City of Petal A/P Preliminary Register with fund re-cap							
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Organization								Organization							
Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount	Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount
08203 COVINGTON SALES GUAGE	001-201-635.00 EQUIP REPAIR & MAINT	93104	5/13/2022	6/10/2022	358.79	0.00	358.79	00023 PAUL'S DISCOUNT PLANT HOSE	001-180-530.00 VEHICLE REPAIR/MAINT	106481	5/05/2022	6/10/2022	161.02	0.00	161.02
08207 CUSTOM PRODUCTS SIGNS	001-201-579.00 STREET SIGNS	370847	5/18/2022	6/10/2022	4,964.65	0.00	4,964.65	00023 PAUL'S DISCOUNT TIRES	400-650-635.00 REPAIR & MAINT SERVICES	106986	5/25/2022	6/10/2022	354.00	0.00	354.00
08207 CUSTOM PRODUCTS REFLECTORS RED AND WHITE	001-201-579.00 STREET SIGNS	370930	5/19/2022	6/10/2022	627.20	0.00	627.20	00023 PAUL'S DISCOUNT TIRES	400-650-530.00 VEHICLE REPAIR/MAINT	107028	5/25/2022	6/10/2022	680.00	0.00	680.00
08220 DELKS TIRE SALES & TIRE REPAIR	001-201-635.00 EQUIP REPAIR & MAINT	30558	5/03/2022	6/10/2022	15.00	0.00	15.00	00023 PAUL'S DISCOUNT TIRES	400-650-530.00 VEHICLE REPAIR/MAINT	107057	5/31/2022	6/10/2022	700.00	0.00	700.00
08220 DELKS TIRE SALES & FLAT REPAIRS	001-201-635.00 EQUIP REPAIR & MAINT	30082-30073	5/24/2022	6/10/2022	115.00	0.00	115.00	00149 ACE HARDWARE KEYS, BOOTS	001-201-555.00 OPERATING SUPPLIES	323965-	5/10/2022	6/10/2022	168.98	0.00	168.98
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2000720003	5/10/2022	6/07/2022	168.58	0.00	168.58	00149 ACE HARDWARE JIGSAW BLADE	001-201-555.00 OPERATING SUPPLIES	324129	5/17/2022	6/10/2022	7.19	0.00	7.19
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2003760003	5/10/2022	6/07/2022	138.90	0.00	138.90	00149 ACE HARDWARE BOOTS, ELBOWS, PIPE	400-650-492.00 UNIFORMS	324278	5/24/2022	6/10/2022	135.50	0.00	135.50
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2005681000	5/10/2022	6/07/2022	686.15	0.00	686.15	00149 ACE HARDWARE FASTENERS, GLUE	400-650-630.00 REPAIR & MAINT SERVICES	324283	5/26/2022	6/10/2022	272.29	0.00	272.29
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	20056850401	5/10/2022	6/07/2022	59.72	0.00	59.72	00149 ACE HARDWARE HOOKS, ELE TAPE	115-300-635.00 REPAIR/MAINT SERVICE	324283	5/26/2022	6/10/2022	272.29	0.00	272.29
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	20088030501	5/10/2022	6/07/2022	73.72	0.00	73.72	00149 ACE HARDWARE DRILL BIT, ANCHOR, SCREWS,	001-180-530.00 OPERATING SUPPLIES	324294	5/27/2022	6/10/2022	406.12	0.00	406.12
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	20088092001	5/10/2022	6/07/2022	152.60	0.00	152.60	00149 ACE HARDWARE ROSE, TABLE FAN, DUCT TAPE	001-200-435.00 REPAIRS AND MAINTENANCE	324375	5/31/2022	6/10/2022	94.66	0.00	94.66
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	20088095001	5/10/2022	6/07/2022	75.70	0.00	75.70	00795 THE OIL EXCHANGE OIL CHANGES	001-100-530.00 VEHICLE REPAIR/MAINT	27464-27753	5/31/2022	6/10/2022	200.00	0.00	200.00
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	20088095001	5/10/2022	6/07/2022	164.59	0.00	164.59	00795 THE OIL EXCHANGE OIL CHANGES	001-201-530.00 VEHICLE REPAIR/MAINT	27513-27514	5/31/2022	6/10/2022	230.00	0.00	230.00
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2039600200	5/10/2022	6/07/2022	47.00	0.00	47.00	00852 MAYHELD HEATING & LABOR AND INSTALL PT/PA	001-200-435.00 REPAIRS AND MAINTENANCE	77200	5/04/2022	6/10/2022	182.75	0.00	182.75
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2102920000	5/10/2022	6/07/2022	209.01	0.00	209.01	01553 GINN, JEFFREY MONTHLY SERVICE	001-180-600.00 PROFESSIONAL SERVICE	MAY2022	5/26/2022	6/10/2022	100.00	0.00	100.00
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2104800000	5/10/2022	6/07/2022	155.35	0.00	155.35								
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2105302050	5/10/2022	6/07/2022	75.12	0.00	75.12								
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2105302050	5/10/2022	6/07/2022	45.05	0.00	45.05								
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2105951500	5/10/2022	6/07/2022	100.75	0.00	100.75								
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2109801500	5/10/2022	6/07/2022	142.46	0.00	142.46								
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2111111101-	5/10/2022	6/07/2022	63.17	0.00	63.17								
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2111510000	5/10/2022	6/07/2022	276.27	0.00	276.27								
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2111520401-	5/10/2022	6/07/2022	53.68	0.00	53.68								
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2111990000-	5/10/2022	6/07/2022	134.59	0.00	134.59								

Exhibit

City of Petal A/P Preliminary Register with fund re-cap							
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Organization							
Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2112053000	5/10/2022	6/07/2022	37.09	0.00	37.09
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2112840000	5/10/2022	6/07/2022	82.23	0.00	82.23
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2112980000	5/10/2022	6/07/2022	203.76	0.00	203.76
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2114810000	5/10/2022	6/07/2022	61.87	0.00	61.87
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2115460000	5/10/2022	6/07/2022	50.24	0.00	50.24
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2116987000	5/10/2022	6/07/2022	385.89	0.00	385.89
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2117095001	5/10/2022	6/07/2022	64.89	0.00	64.89
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2117395001	5/10/2022	6/07/2022	70.70	0.00	70.70
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2117739001	5/10/2022	6/07/2022	40.22	0.00	40.22
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2118240001	5/10/2022	6/07/2022	62.92	0.00	62.92
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2118240001	5/10/2022	6/07/2022	212.10	0.00	212.10
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2119040001	5/10/2022	6/07/2022	164.55	0.00	164.55
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2121900001	5/10/2022	6/07/2022	34.40	0.00	34.40
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2121860001	5/10/2022	6/07/2022	321.10	0.00	321.10
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2121960001	5/10/2022	6/07/2022	33.42	0.00	33.42
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2122280001	5/10/2022	6/07/2022	95.38	0.00	95.38
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2123240001	5/10/2022	6/07/2022	448.46	0.00	448.46
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2124600001	5/10/2022	6/07/2022	37.96	0.00	37.96
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2126000001	5/10/2022	6/07/2022	172.24	0.00	172.24
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2126800000	5/10/2022	6/07/2022	213.02	0.00	213.02
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2131051000	5/10/2022	6/07/2022	129.25	0.00	129.25
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2131065500	5/10/2022	6/07/2022	136.58	0.00	136.58
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2131440000	5/10/2022	6/07/2022	317.48	0.00	317.48
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	21318427501	5/10/2022	6/07/2022	92.79	0.00	92.79
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2141137800	5/10/2022	6/07/2022	606.29	0.00	606.29
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2141141200	5/10/2022	6/07/2022	60.35	0.00	60.35
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2141440000	5/10/2022	6/07/2022	1,925.46	0.00	1,925.46
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2141440050	5/10/2022	6/07/2022	1,872.63	0.00	1,872.63
08227 DIXIE ELECTRIC	400-650-630.00 UTILITIES	2141441100	5/10/2022	6/07/2022	1,356.68	0.00	1,356.68

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Organization	Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount
	01735 BAGGETT AC & HEAT SERVICE CALL DUE TO LIGHTNING ON MAY 21-22	001-180-635.00 REPAIR & MAINTENANCE	20358	5/23/2022	6/10/2022	125.00	0.00	125.00
	03383 BLACKWELL, CHARLES MONTHLY EXPENSE	001-180-600.00 PROFESSIONAL SERVICE	MAY2022	5/26/2022	6/10/2022	100.00	0.00	100.00
	03557 KENDRICK, CHARLES MONTHLY EXPENSE	001-180-600.00 PROFESSIONAL SERVICE	MAY2022	5/26/2022	6/10/2022	100.00	0.00	100.00
	03510 ADAMS NURSERY SUNFLOWERS AND FERTILIZER	400-650-555.00 OPERATING SUPPLIES	18514	5/11/2022	6/10/2022	1,120.00	0.00	1,120.00
	04140 BARDING GENERATOR LED LIGHTS AND LABORS	400-650-630.00 VEHICLE REPAIR/MAINT	179441	5/03/2022	6/10/2022	171.50	0.00	171.50
	04140 BARDING GENERATOR FIX LIGHT ON TRAILER	400-650-635.00 REPAIR & MAINT SERVICES	179492	5/09/2022	6/10/2022	206.00	0.00	206.00
	04140 BARDING GENERATOR SWAP OLD GPS WITH NEW	400-650-630.00 VEHICLE REPAIR/MAINT	6505	5/11/2022	6/10/2022	170.00	0.00	170.00
	04140 BARDING GENERATOR FUEL PUMP ASSEMBLY, WIRE SET, COOLANT	001-201-635.00 EQUIP REPAIR & MAINT	6557	5/17/2022	6/10/2022	1,811.37	0.00	1,811.37
	04147 RAY S QUALITY MEATS CATERING AND OIL	001-325-580.00 SR BREAKFAST/LUNCH	48443	5/04/2022	6/10/2022	188.69	0.00	188.69
	04523 LOWES(1) MULCH AND SUPPLIES TO BUILD FENCE	115-300-555.00 OPERATING SUPPLIES	5/25/2022	6/10/2022	1,125.55	0.00	1,125.55	
	04523 LOWES(1) DEWALT SQUARE WRENCH	400-650-555.00 OPERATING SUPPLIES	01912	5/23/2022	6/10/2022	170.05	0.00	170.05
	04523 LOWES(1) PAINT AND PLYWOOD FOR TRASHCANS	115-300-555.00 OPERATING SUPPLIES	02470	5/10/2022	6/10/2022	166.55	0.00	166.55
	04523 LOWES(1) DECK LIGHT FOR TOP OF DROP BOX	400-650-555.00 OPERATING SUPPLIES	10225	5/26/2022	6/10/2022	20.89	0.00	20.89

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	04935 KEVL, MARK PETAL COURT APRIL 2022	001-010-600.00 PROFESSIONAL FEES (ATTY)	APRIL 2022	5/10/2022	6/10/2022	1,000.00	0.00	1,000.00
	05331 JACKSON, RHONDA MONTHLY EXPENSE	001-180-600.00 PROFESSIONAL SERVICE	MAY2022	5/26/2022	6/10/2022	50.00	0.00	50.00
	05540 PETAL OUTDOORS TRAPS	001-100-555.00 OPERATING SUPPLIES	A63265	5/01/2022	6/10/2022	600.00	0.00	600.00
	05540 PETAL OUTDOORS SPINDLE BLADE	001-100-555.00 OPERATING SUPPLIES	B120242	5/20/2022	6/10/2022	127.95	0.00	127.95
	05540 PETAL OUTDOORS FUEL PUMP	001-201-635.00 EQUIP REPAIR & MAINT	B121108	5/10/2022	6/10/2022	34.39	0.00	34.39
	05540 PETAL OUTDOORS BUSHINGS, CLUTCH LABOR	001-201-635.00 EQUIP REPAIR & MAINT	B121250	5/17/2022	6/10/2022	547.48	0.00	547.48
	05540 PETAL OUTDOORS SPINDLE	001-201-635.00 EQUIP REPAIR & MAINT	B121368	5/19/2022	6/10/2022	101.99	0.00	101.99
	05608 LUCAS, GLENN MONTHLY EXPENSE	001-180-600.00 PROFESSIONAL SERVICE	MAY2022	5/26/2022	6/10/2022	100.00	0.00	100.00
	05838 SHERWIN WILLIAMS PAINT FOR SIGN	001-100-635.00 REPAIR & MAINTENANCE	17039	5/05/2022	6/10/2022	43.00	0.00	43.00
	06300 HERRING, JACOB L. EMERGENCY SERVICE AT WOODLAWN DR	400-850-635.00 REPAIR & MAINT SERVICES	13997	5/12/2022	5/10/2022	4,050.00	0.00	4,050.00
	07553 IRVIN, DAVID FIX DRIVE AT FIRE STATION 5	400-650-635.00 REPAIR & MAINT SERVICES	13970	5/10/2022	6/10/2022	450.00	0.00	450.00
	08043 AGRI-ALF TIP FOR SPRAY GUN, REDUCER	115-300-555.00 OPERATING SUPPLIES	1368500	5/10/2022	6/10/2022	28.50	0.00	28.50
	08073 AREA DEVELOPMENT MONTHLY EXPENSE	001-809-620.00 CHAMBER/ADP		5/10/2022	5/09/2022	833.34	0.00	833.34
	08083 AT&T LASON PAGER	400-650-605.00 TELEPHONES	0615	5/10/2022	5/10/2022	1,656.00	0.00	1,656.00

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Organization							
Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	
2024 PALADIN SYSTEMS, LLCO1100 635.00 REPAIR & MAINTENANCE CUT INTERNET FROM CITY HALL TO POLICE		27128	5/31/2022	6/10/2022	1,781.00	0.00	
2024 PALADIN SYSTEMS, LLCO11010 635.00 REPAIRS & MAINTENANCE RECONIFIER PRINTERS,AND SYSCON SERVER		27129	27/124	5/22/2022	6/10/2022	416.50	416.50
2024 PALADIN SYSTEMS, LLCO0659 635.00 REPAIR & MAINT SERVICES SET UP TWO NEW PRINTERS		27159	5/26/2022	6/10/2022	12.50	0.00	12.50
2024 PALADIN SYSTEMS, LLCO1169 635.00 REPAIR & MAINTENANCE INTERNET AND PHONES DOWN AFTER STORM		27163	5/28/2022	6/10/2022	676.54	0.00	676.54
2024 PALADIN SYSTEMS, LLCO1169 635.00 REPAIR & MAINT SERVICES INTERNET AND PHONES DOWN AT FIRE 3		27164	5/28/2022	6/10/2022	174.00	0.00	174.00
00406 MBI MONITORING SERVICE	001 040 605.00 CONTRACT SERVICES	CITY HALL	5/10/2022	6/10/2022	59.97	0.00	59.97
00406 MBI MONITORING SERVICE	115 300 535.00 REPAIR/MAINT SERVICE	REC	5/10/2022	6/10/2022	59.97	0.00	59.97
00525 ALL PRO DISPOSAL MONTHLY SERVICE	420 228 601.00 CONTRACTURAL SERVICES	10101	6/28/2022	6/10/2022	75.00	0.00	75.00
00525 ALL PRO DISPOSAL MONTHLY EXP3NSE	420 229 610.00 CONTRACTURAL SERVICES	8321	5/31/2022	6/10/2022	10.50	0.00	10.50
0079 COSPIRE (1) MONTHLY PHONE	001-010 605.00 TELEPHONE & POSTAGE 001 040 665.00 TELEPHONE 001-100 605.00 TELEPHONE 001-180 605.00 TELEPHONE 001-201 605.00 TELEPHONE 001-323 665.00 TELEPHONE 115-300 605.00 OPERATING/Internet	3000665218	5/10/2022	6/10/2022	3,059.61	0.00	3,099.61
00953 FAST SIGNS PARKAT YOUR OWN RISK	115-300 655.00 OPERATING SUPPLIES	2193 8690	5/02/2022	6/10/2022	182.92	0.00	182.92

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Organization

Invoice Description	Account Distribution	Invoice	Invoice Date	Due Date	Invoice Amount	Balance	Pay Amount
06810 CPSIRE MONTHLY CELL	001-010 625 00 TELEPHONE & POSTAGE 001-040 635 00 TELEPHONE 001-100 605 00 TELEPHONE 001-160 650 00 TELEPHONES 001-180 608 00 TELEPHONE 001-201 605 00 TELEPHONE 001-339 605 00 TEL. PHONE 001-350 605 00 TELEPHONE AND POSTAGE 1 5 320 605 00 Telephones/faxes 400 650 603 00 TELEPHONES	0032098236	5/23/2022	6/10/2022	1,200.51	0.00	1,200.51
06834 DAVIS, JO MONTHLY EXPENSE	001-180 600 00 PROFESSIONAL SERVICE	MAY2022	5/26/2022	6/10/2022	100.00	0.00	100.00
06889 ROGERS, BILL MONTHLY EXPENSE AND PLAN REVIEW	001-180 600 00 PROFESSIONAL SERVICE 001-180 602 00 PLAN REVIEW	1805	5/27/2022	6/10/2022	4,500.00	0.00	4,500.00
06947 PETTY CASH POLICE PETTY CASH FOR MONTHLY EXPENSE	001-100-550 00 OPERATING SUPPLIES 001-100-550 00 SWAT OPERATING SUPPLIES 001-100 576 00 UNIFORMS 001-100 608 00 POSTAGE 001-100-625 00 REPAIR & MAINTENANCE	MAY2022	5/31/2022	6/10/2022	344.29	0.00	344.29
06953 Southern Pines Animal MONTHLY EXPENSE COMMUNITY CAT SERVICE COMMUNITY CAT SERVICES JUNE 2022	001-100 683 00 ANIMAL SHELTER	JUNE 2022	5/10/2022	6/09/2022	1,250.00	0.00	1,250.00
06977 Southern Chlorinator SHORLINE CYLINDER	400-550-510 00 CHEMICALS	26011	5/12/2022	6/10/2022	2,905.00	0.00	2,905.00
06989 SOUND ADVICE TNT FOR TRUCKS	001-021 555 00 OPERATING SUPPLIES 001-650 700 00 MACHINERY & EQUIPMENT	4151	5/23/2022	6/10/2022	405.00	0.00	405.00
06939 AMERICAN EXPRESS BEAU, AMAZON, OFFICE DEPOT	001-029 610 00 TRAVEL 001-029 610 00 TRANSPORTATION 001-040 655 00 OPERATING SUPPLIES 001-040 610 00 TRAVEL EXPENSE 001-100 600 00 OFFICE SUPPLIES 001-100 553 00 OPERATING SUPPLIES 001-100 553 00 OPERATING SUPPLIES 115-200 655 00 Telephones/faxes 400 650 600 00 OFFICE SUPPLIES	MAY2022	5/06/2022	6/10/2022	2,819.42	0.00	2,819.42

Designated Area – Sec. 10-84 (a)(2)
Exhibit "G"

Mobile Food Vendors Ordinance Location and Operation

Designated area is the entirety of City of Petal's private non-residential properties minus the area consisting of the Evelyn Gandy/Highway 42 and all land parcels adjacent to this road to include their service/access roads and parking areas. A special exception may be given to mobile vending vendors operating on the Evelyn Gandy/Highway 42 excluded areas as fund raisers for school and churches. A special exception may be given to mobile vending vendors to operate commercially on the Evelyn Gandy/Highway 42 excluded area by requesting through the City Board of Aldermen.

Adopted: June 7, 2022

Exhibit "H"



301 West Pine Street
Hattiesburg, MS 39401
www.AllenES.com

Phone 601.583.2162
Fax 601.583.2528



Conclusion
We appreciate the opportunity to provide the City of Petal with this proposal and look forward to working with you towards continuous improvement of the City. If this proposal is acceptable, please sign the project authorization and return to me via email at jestes@allenes.com. If you have questions or require additional information, please do not hesitate to contact me at (601) 270-3898.

Sincerely,
Allen Engineering and Science, Inc.

Jay C. Estes, AICP
Senior Principal Planner

January 18, 2022

Mayor Tony Ducker
Post Office Box 564
Petal, Mississippi 39465

Reference: Master Service Agreement for Professional Planning Services

Dear Mayor Ducker:

Introduction

Allen Engineering and Science, Inc. (AllenES) is pleased to present this proposed scope of services and fee proposal to the City of Petal for the purpose of providing professional planning services and technical assistance to the City. This proposal is the result of ongoing conversations regarding the need for effective and affordable planning services for the City.

Scope of Work

AllenES will provide planning related services as directed and requested by the Mayor and Board of Aldermen. These services may include but are not necessarily limited to:

- Grant research and grant proposal preparation,
- Assistance with updating planning related ordinances such as the City's Zoning Ordinance, Sign Ordinance, Subdivision Ordinance, Land Development Code, etc.
- Periodic meetings with the Mayor and Board of Aldermen, and the Planning Commission to assist with establishing short and long term planning and development goals for the City,
- Other planning-related services as requested by the Mayor and Board of Aldermen.

Services will be provided on a task order basis (Exhibit A – Task Order). No work will be performed without a task order completed and signed by the Mayor.

Project Implementation Schedule

We will begin the project with an informal meeting with the Mayor and Board to determine the Administration's planning goals and objectives. Work performed will be authorized and performed under various task orders as described above.

Proposed Fee

AllenES will perform the Scope of Work as described on a time and expenses basis for an hourly rate of \$245.00 per hour. Billing will be submitted to the City monthly and will include a summary of work performed, hours expended, and itemized expenses (if applicable).

Project Authorization

If the project details listed above are acceptable, please sign and date below and return to AllenES. The effective date of this project will be the authorization date below.

I hereby authorize Allen Engineering and Science, Inc. to proceed with the above-referenced project. I have read and agree to the associated Terms and Conditions. In executing this authorization form, I represent that it is correct, and I certify that I have the authority to execute this authorization form on behalf of the responsible party. I understand that a digital authorization or a photocopy of this authorization will be accepted with the same authority as the original.

Authorized By: Tony Ducker
Title: Mayor
Organization: City of Petal
Date: June 7, 2022
Signature: Tony Ducker



Exhibit A – Task Order

Date: _____

Scope of Work to be Performed: _____

Estimated Hours Required: _____

Task Schedule: _____

Printed Name _____ Title _____

Signature _____

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between CITY OF PETAL (hereinafter referred to as Customer), and OWENS BUSINESS MACHINES, INC. (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless undeliverable, for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational at, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

Revised Date: February 2017

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or involuntary, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to terminate; or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. B-V-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, or any of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. A "Verify" or "status verification system" means the illegal Immigration Reform and Immigration Responsibility Act of 1997, as amended by the United States Department of Homeland Security, also known as the B-Verify Program, or any other law requiring the use of a verification system to verify the identity of an individual. The Vendor agrees to maintain records of such compliance with the B-Verify Program. The Vendor agrees to maintain records of such compliance with the B-Verify Program.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published scope, electrical and environmental requirements, and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stickers or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. **INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

B. **PAYMENT:** The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law in "Timely Payments for Purchases by Public Bodies"; Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of unliquidated amounts by the agency within forty-five (45) days of receipt of the invoice.

C. **PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State may, at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

D. **METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or (3) both—in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or reselling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided within forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No items, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

of each applicable billing period on the firm or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for non length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. **SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order; (2) Parts required for repair may be used or represented in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists; (3) Services will be provided during Customer's usual business hours; (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designed by Vendor as mandatory or which are designed to insure accuracy of meters.

B. **EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional retrofits; (2) Services connected with equipment relocation; (3) Installation/removal of accessories, attachments or other devices; (4) Exterior painting or refinishing of equipment; (5) Maintenance, installation or removal of equipment or devices not provided by Vendor; (6) Performance of normal operation functions as described in applicable Vendor operator manuals; (7) Performance of services necessitated by accident, power failure, unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with incompatible equipment; or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. **REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer. Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold,

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that the use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, including its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name: GREG LOWERY
Title: MARKETING REPRESENTATIVE
Address: 2103 HARRY STREET
City, State, & Zip Code: HATTIESBURG, MS 39401

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI AGENCIES AND VENDORS
(Applicable Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: **8200082043**

Vendor Company Name: **OWENS BUSINESS MACHINES, INC.**

Customer Agency Name: **CITY OF PETAL**

Bill to Address: **P.O. BOX 564, PETAL, MS 39465**

Ship to Address: **CITY OF PETAL
BUILDING DEPARTMENT
101 WEST 8TH AVENUE
PETAL, MS 39465**

Description of Equipment, Software, or Services
CANON IMAGERUNNER DX C3626I SN-3NQC0800
CANON CABINET TYPE W
CANON INNER FINISHER L1 SN-3RK23826

Price
\$160.00/MONTH

Delivery Schedule and Installation Date: 8-9-22

Rental Term: (Number of Months) 48 MONTHS

Start Date: 7-1-22

End Date: 6-30-28

Modifications: BILL MAINTENANCE @ .005 PER COPY FOR B & W AND .05 PER COPY FOR COLOR TO INCLUDE

PARTS, LABOR, DRUM, AND TONER

Vendor Signature

Customer Signature

City of Petal
Minute Book 38

Exhibit "I"

Revised Date: February 2017



May 18, 2022

Mayor Tony Ducker
City of Petal
119 West 8th Avenue
Petal, MS 39465

Re: City of Petal Phase II Stormwater Implementation

Dear Mayor Ducker:

Allen Engineering and Science, Inc. (AllenES) is pleased to provide this proposal regarding the implementation of the City of Petal's Stormwater Management Program. AllenES has previously assisted the City with the development and implementation of their stormwater program and looks forward to providing the City with these professional engineering and consulting services again.

This proposal is designed to outline the scope of work and costs associated with the implementation of the City's Phase II Stormwater Program for the remainder of the 2022 program year and the 2023 program year. The proposed schedule for the contract is July 1, 2022, and will extend through January 30, 2024. Our proposed scope of work is outlined through the following phases:

- Phase 1 2022 FY Stormwater Implementation
- Phase 2 2023 FY Stormwater Implementation
- Phase 3 Stormwater Management Plan (SWMP) Update
- Phase 4 Stormwater Pollution Prevention Plan (SWPPP) Update

AllenES appreciates the opportunity to submit this proposal for professional services associated with the implementation of the City of Petal's Stormwater Management Program.

Scope of Work

AllenES will perform the following scope of work associated with the proposed project.

- Phase 1 2022 FY Stormwater Implementation



- This proposal and pending contract is subject to our standard Terms and Conditions included as an attachment to this proposal.

Cost

AllenES proposes Phase 1 through 4 will be billed on a time and expense basis with the cost of each Phase not exceeding the amounts outlined in the table below. The cost includes labor and other direct expenses for travel, per diem, materials, and supplies. Invoices will be submitted to you monthly. A breakdown of these costs is provided below.

Project Cost Breakdown		
Phase	Period of Performance	Cost
1) 2022 FY Stormwater Implementation	7/1/2022 – 12/31/2022	\$8,500
2) 2023 FY Stormwater Implementation	1/1/2023 – 12/31/2023	\$13,500
3) Stormwater Management Plan (SWMP) Update	TBD by MDEQ	\$8,000
4) Stormwater Pollution Prevention Plan (SWPPP) Update	TBD by MDEQ	\$2,500
Total		\$30,500

Payment for invoices is due within 30 days of the invoice date. Invoices not paid within 30 days are subject to a late fee of 1.5% per month. Understanding the schedules involved with agenda-setting and preparation of claims dockets for the City, we will make every effort to transmit invoices with ample time for preparation of materials for the next regularly scheduled Board meeting.

Closing

AllenES appreciates the opportunity to submit this proposal for professional services associated with this proposed project. Our commitment is to provide high-quality, dependable, and responsive services to you. If you have any questions or require any additional information, please do not hesitate to contact us at 601-583-2182 or by email at jester@allen-es.com.

Sincerely,
Allen Engineering and Science

Jay Ester, AICP
Senior Principal Planner



AllenES proposes to assist the City of Petal with the implementation of the remainder of the 2022 program year from July 1, 2022, through December 31, 2022, with the 2022 Annual Report due to Mississippi Department of Environmental Quality (MDEQ) on or before January 28, 2023. AllenES will assist the City with implementation by providing the tasks associated with each of the six minimum measures including:

- Public Education,
- Public Involvement and Participation,
- Illicit Discharge Detection and Elimination,
- Construction Stormwater Management,
- Post Construction Stormwater Management, and
- Pollution Prevention and Good Housekeeping.

Specific elements of the scope of work include but are not limited to the training of City employees, elected officials, and building contractors, conducting semi-annual inspections of water quality within the City, facilitation of semi-annual Task Force meetings, and assisting with other programmatic and administrative elements of the program. AllenES will also act as a liaison between the City and the MDEQ when necessary.

The scope of work below outlines all elements of the City's existing Stormwater Management Plan. Meetings with the City administration and staff will be held to determine the tasks remaining for 2022 to ensure the City's full permit compliance. The scope of work for ongoing implementation will include:

- Project Kick-Off Meeting
 - Within 30 days of project authorization, AllenES will meet with the City to become acquainted, discuss the project, identify critical tasks and paths, and determine the most appropriate schedule to begin the proposed scope of work. Furthermore, AllenES will create a priority stormwater and drainage improvements list and identify any capital improvement project plans for the fiscal year.
- Document Review
 - AllenES proposed to review the current SWMP, SWPPP, and any other necessary documents relating to the City of Petal's Stormwater Management Program. These documents will include documents developed and created since AllenES was last commissioned by the City of Petal in 2010.
- Compliance Tracking Calendar
 - AllenES will generate a compliance tracking spreadsheet calendar that will track all compliance-related requirements of the General Permit.

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Project Authorization

If the project details listed above are acceptable, please sign and date below and return to AllenES. The effective date of this project will be the authorization date below.

I hereby authorize Allen Engineering and Science, Inc. to proceed with the above-referenced project. I have read and agree to the associated Terms and Conditions. In executing this authorization form, I represent that it is correct, and I certify that I have the authority to execute this authorization form on behalf of the responsible party. I understand that a digital authorization or a photocopy of this authorization will be accepted with the same authority as the original.

Authorized By:

Title:

Company:

Date:

Signature:



- Assist the City of Petal with the following Public Education measures:
 - Provide annual stormwater training to municipal officials.
 - Development of materials and information for community outreach efforts.
 - Update stormwater materials for the City's website.
- Assist the City of Petal with the following Public Involvement measures:
 - Participate in semi-annual stormwater task force meetings.
 - Provide logistical support for an annual community involvement activity as outlined in the most current Stormwater Management Plan.
- Assist the City of Petal with the following Illicit Discharge Detection and Elimination measures:
 - Review current ordinances to ensure compliance with MDEQ permit requirements.
 - Provide training to employees on the identification of and elimination procedures for illicit discharges and illegal connections.
 - Provide logistical support for updates to storm sewer mapping for the City.
 - Conduct semi-annual dry weather screenings of conveyances for the presence of illicit discharges and other water quality concerns.
 - Assist the City of Petal with mapping outfall locations along major streams using Geographic Information Systems (GIS).
- Assist the City of Petal with the following Construction Stormwater measures:
 - Review current ordinances to ensure compliance with MDEQ permit requirements.
 - Provide annual developer/contractor training.
 - Provide annual training to permitting and inspection staff on the latest policies, ordinances, and inspection procedures for effective construction stormwater monitoring.
- Assist the City of Petal with the following Post Construction Stormwater measures:
 - Review current ordinances to ensure compliance with MDEQ permit requirements.
 - Update and Maintain the Post-Construction Database as new facilities are built.
 - Provide annual training to municipal employees on post-construction BMP inspection procedures.
- Assist the City of Petal with the following Pollution Prevention measures:
 - Provide annual training to municipal employees based on the SPPP and spill prevention and response plans.
 - Complete the required annual report for the MDEQ.
- Provide Professional On-Call Services
 - AllenES will provide the City with professional on-call services for technical assistance with leaks, spills, illicit discharges, and code and building permit issues.

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Standard Terms and Conditions

- STANDARD OF PRACTICE:** Services performed by Allen Engineering and Science, Inc. under this agreement will be conducted in a manner consistent with the level of care and skill customarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.
- CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects involving conceptual or pre-engineering development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be modified. Changes in scope may require additional Services which are not part of the agreed upon compensation. These Additional Services shall be paid for by the Client in accordance with AllenES's prevailing hourly rate schedule.
- SAFETY:** AllenES specifically disclaims any authority or responsibility for general job site safety of persons other than AllenES employees.
- BILLING:** Invoices will be issued at the end of each month, payable upon receipt, unless otherwise agreed. Interest of 1.5% per month will be payable on any amounts not paid within 30 days, against interest applied first to accrued interest and then to principal unpaid amount. Any attorney's fees or other costs of collection shall be paid by the Client.
- TERMINATION:** Either the Client or AllenES may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. The Client shall within thirty (30) calendar days of termination pay AllenES for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.
- BURIED UTILITIES:** The Client will furnish to AllenES information identifying the type and location of underground improvements. The Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against AllenES and anyone for whom AllenES may be legally liable, for damages to underground improvements that result from subsurface penetration locations identified by AllenES. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold AllenES and its or her subcontractors harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from misreading of information provided to AllenES by the Client, except for damages caused by the sole negligence of AllenES in its or her use of Client furnished information.
- CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or AllenES, their employees, agents, subcontractors or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- INSURANCE:** AllenES agrees to maintain (1) statutory workers' compensation insurance coverage and (2) comprehensive general liability coverage and additional liability insurance coverage. AllenES agrees to maintain professional liability insurance in the sum of not less than \$1,000,000 annual aggregate, on a claims-made basis, as long as it is reasonably available under standard policies at rates comparable to those currently in effect.
- LIMITATION OF LIABILITY:** The Client agrees that AllenES's liability shall be limited to injury or loss caused by the gross negligence of AllenES, its subcontractors, and/or agents or non-employees. AllenES's liability for claims, damages, costs, injury or loss arising from professional errors or omissions shall not exceed the amount of the total charges for services performed.
- HAZARDOUS MATERIALS:** The Client agrees that AllenES neither created nor contributed to the creation or existence of any hazardous waste or materials, or toxic, radioactive, or contaminated materials ("Affected Materials") at the site, and in consideration of the substantial risks to AllenES posed by the presence or potential presence of Affected Materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless AllenES, its officers, directors, employees, agents, and independent consultants from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with or attributable to the site, penetration, storage, release, production, release, discharge, disposal, or presence of Affected Materials on, under or about the project site (whether by Client or any subcontractor or third party or any employee, agent, contractor or subcontractor of Client or any persons at any time occupying or present on the project site).
- OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by AllenES as instruments of service shall remain the property of AllenES. AllenES shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- THIRD PARTY BENEFICIARIES:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or AllenES. AllenES's services under this Agreement are being performed solely for the Client's benefit, and no other entity, including the Owner's contractors, shall have any claim against AllenES. Release of this Agreement as to the performance or nonperformance of services hereunder.



AllenES is fully licensed and insured to conduct commercial drone operations. AllenES believes this technology will be beneficial during the City's Stormwater Implementation and proposes that drone technology may be utilized in the following ways:

- Assist in the collection of high-quality aerial imagery and videos for marketing and social media purposes.
- Assist during the proposed semi-annual dry weather screenings of conveyances to monitor for illicit discharges and other water quality concerns.

Phase 2 2023 FY Stormwater Implementation

AllenES proposes to assist the City of Petal with the implementation of the Stormwater Management Program from January 1, 2023, through December 31, 2023, with the 2023 Annual Report due to MDEQ on or before January 28, 2024. AllenES will assist the City of Petal with implementation by providing the tasks listed in Phase 1.

Phase 3 Stormwater Management Plan (SWMP) Update

It is anticipated that the MDEQ will be releasing an updated MS4 (Municipal) Phase II Stormwater (General Permit) in 2022. It is expected that this General Permit will be issued in the second half of 2022. Based on the review of the draft General Permit and on discussions held with MDEQ staff, AllenES expects a 5-year Stormwater Management Plan (SWMP) will need to be developed and/or updated for the City. The SWMP will be submitted to MDEQ within 180 days of permit issuance. In addition to the SWMP, AllenES will assist in the preparation and submittal of the MDEQ MS4 Notice of Intent (NOI) which will be submitted to MDEQ with the finalized SWMP. Work on this Phase will not commence until the City receives notice of the new State permit from the MDEQ.

Phase 4 Stormwater Pollution Prevention Plan (SWPPP) Update

In addition to the SWMP development, AllenES proposes to review and update the City of Petal's Stormwater Pollution Prevention Plan (SWPPP). AllenES will be responsible for updating the existing SWPPP to ensure compliance with the updated 2022 General Permit. The update will reflect current practices and will include all required SWPPP elements as required by MDEQ. Work on this Phase will not commence until the City receives notice of the new State permit from MDEQ.

Assumptions

- This cost assumes that AllenES will not perform current maintenance and routine inspection activities.
- The proposed costs also do not include services related to MDEQ/EPA monitoring requirements that may be required in the future. At a point in which we are all fully knowledgeable of these pending requirements and the level of effort required, AllenES will discuss with the City additional fees that may be necessary to assist with this component of program implementation.

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