



SPECIAL MEETING NOTICE
September 12, 2022
5:30 PM
Board Room • 119 W 8th Ave, Petal MS

There will be a special meeting of the Mayor and Board of Aldermen at the date and time listed above in the board room at City Hall. The purpose of this meeting is as follows:

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

Request to accept the contract with ClearWater Solutions for Public Works Management.

Amend to authorize Mayor having the power to approve take home vehicles as needed.

Alderman Brickson made a motion to amend the contract. Alderman Stringer seconded the motion.

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

Motion to accept the contract as amended.

Exhibit "A"

Contract

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

ADJOURNMENT

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

Mayor Tony Ducker



Exhibit "A"

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement (the "Contract") is entered into on the _____ day of _____, 2022, between the City of Petal, Mississippi ("City"), whose address is 119 West 8th Avenue, Petal, Mississippi 39465 and ClearWater Solutions, LLC, ("Service Provider"), an Alabama limited liability company qualified to do business in Mississippi, whose address is 2178 Moores Mill Road, Auburn, Alabama 36830 and together referred to as ("the Parties").

RECITALS

WHEREAS, the city and the Service Provider wish to enter into an agreement whereby the Service Provider will manage, operate and maintain the city's Water, Wastewater and Public Works Operations and the city will compensate Service Provider for such services;

WHEREAS, the City shall terminate its labor for self-operation, maintenance, and management responsibilities of the City to be effective on the Contract Commencement Date as defined in the Contract, and the Service Provider shall commence operation, maintenance, and management responsibilities effective on the Contract Commencement Date set forth below in Article I, paragraph 15;

NOW, THEREFORE, in consideration of the premises and the agreements contained hereinafter, the parties agree as follows:

ARTICLE I - SERVICE PROVIDER OBLIGATIONS

General Obligations - The Service Provider agrees to:

1. Service Provider shall provide services to City, pursuant to the terms of this Agreement.
2. Shall manage, operate, maintain and assume all responsibilities, obligations, and commitments associated with this Contract. Service Provider shall provide professional utility management, operational and maintenance services to operate and maintain the "Systems" traditionally operated and maintained by the City's Streets and Drainage and its Water and Sewer Divisions of the Public Works Department to include all services presently provided under the Contract and as may be subsequently amended. Service Provider shall provide the labor, supervision and professional expertise required to provide such services in a good and workmanlike manner according to normal and customary industry standards and City's Benchmarks for performance and quality standards as herein stated.
3. Operate and manage the City's water and wastewater systems on a 24 hour per day, 7 days per week basis, or as required by Mississippi permits).

10. Unless capital recommendations are required to meet regulatory criteria, Service Provider shall not be relieved of the responsibility to perform if the recommendations made to the City by the Service Provider for City improvements are not implemented.

11. Maintain an employee safety program and an OSHA compliance program in compliance with applicable laws, rules and regulations and make recommendations to City regarding the need, if any, for City to rehabilitate, expand or modify the Project to comply with governmental safety regulations applicable to Service Provider's operations hereunder and federal regulations promulgated pursuant to the Americans with Disability Act ("ADA"). Nothing herein shall be construed to place upon Service Provider a duty to find and report violations of either the safety laws or the ADA at the facilities other than reporting the violations to the City.

12. In an emergency affecting the safety of persons or property, Service Provider may act without written amendment or change order, at Service Provider's discretion, to attempt to prevent threatened damage, injury or loss.

13. Prepare operating reports, test results, accountings and all other reports as required by federal and/or state law or regulations (including, but not limited to, those which are required by the Mississippi Department of Health), and shall submit them to City for signature and transmittal to appropriate authorities as so requested.

14. Provide all labor for laboratory testing and sampling presently required by City performance portions of the Wastewater permit, Water Supply permit, the Clean Water Act, the Safe Drinking Water Act, and/or any federal, state or local laws and regulations, statutes or ordinances, insofar as they are commitments to

4. Personnel: Shall employ all staff necessary to carry out the functions described herein and will pay all costs associated with such employment. Employees will be paid fair wages as appropriate to the local labor market. All personnel management will be in accordance with local, state, and federal laws. All existing city employees directly related to these services shall be considered AS PRIORITY for employment.

5. Water Distribution System: Shall employ all distribution system operational staff as required to operate City water distribution system in accordance with best management practices and in compliance with all City, State and Federal requirements and regulations. Staff will be properly trained and certified as required by the State of Mississippi. Service Provider will be responsible for repairing water leaks, pipe breaks, meter reading, fire hydrant repairs and maintenance, flow testing, new service installations, work orders, meter cut-offs, service restoration, emergency repairs, exercising water valves and other services necessary to operate the water distribution system.

6. Wells: Shall have experience in the operations and maintenance of ground water systems similar to the City's system. Firm will have experience with the City's ground water system.

7. Public Works Department: Shall manage the Public Works Department and have employees trained in Streets and Sidewalk repairs and maintenance, grass cutting, right-of-way maintenance, refuse removal and pick-up, storm-drain cleaning, traffic control maintenance, VEC-TOR program execution, Ditch Cleaning and maintenance as well as all related duties associated with such.

8. Wastewater Collection System: Shall employ all collection system operational staff as required to operate City wastewater collection system in accordance with best management practices and to ensure compliance with all City, State and Federal requirements and regulations. Staff will be properly trained and certified as required by the State of Mississippi. Will be responsible for sewer backups, installation of sewer taps, line breaks, manhole locations and minor repairs, and sewer overflow responses. Shall have the ability and resources to smoke test, repair leaks discovered in smoke testing, clean and video, by way of closed-circuit television (CCTV), the City's gravity sewer and replace and/or repair sewer deficiencies discovered in this work. Service Provider shall have personnel certified in Pipeline and Manhole Assessment through NASSCO'S Pace Program. Will assist the city in the reduction of inflow and infiltration (I&I).

9. Provide ongoing training and education for appropriate personnel in all necessary areas of modern water and wastewater, and public works operations, maintenance, equipment operations, safety, and supervisory skills with the service provider paying for such training and education.

19. Develop an Emergency Response Plan, in addition to the plan adopted by the City and Department of Public Works for use by the Service Provider's staff in the event of a local emergency such as a hurricane, tornado, flood conditions, hazardous waste spill, terrorist act, etc. to be approved by City Public Works Director/Designated City POC.

20. Execute city's established VEC-TOR program per the schedule found in Appendix I.

ARTICLE II - SERVICE PROVIDER'S SCOPE OF SERVICES

1. This Article shall apply to Service Provider's services for the City's Operations as specified in the agreement.

2. Within the design capacity and capabilities of the Systems, Service Provider shall provide the labor to manage, operate and maintain the System so that water produced and distributed to customers meets the requirements of all federal, state, EPA, PSC, MSDOH and MDEQ rules and regulations and any/all city ordinances.

3. Operate the public works department, water distribution lines, wastewater collection lines and sewage lift stations in compliance with all federal, state law and regulations and pursuant to good and accepted industry practices for similarly situated contract operators.

4. Perform all routine maintenance and repairs under normal working conditions under the scope of services. All capital cost shall be the City's obligation.

Exhibit "A"

and/or within the fence line of any wells, water tanks, lift stations, or the wastewater infrastructure, utilizing the rebate repair account in the initial amount of \$40,000.00 (projects of single cost items, excluding capital improvements funded by the City pursuant to Article III, Paragraph (1), exceeding \$2,000.00 being subject to the City's approval). Provide usage rate to City POC at 50% and 75%.

10. Service Provider shall provide and/or pay for the following:
 - a. Salary and benefits for employees.
 - b. Liability insurance, umbrella insurance, workers compensation insurance.
 - c. Offer employee 401(k) retirement incentive plan.
 - d. Annual employee bonus and safety incentive programs.
 - e. Safety, training, standardized service uniforms and footwear for employees.
 - f. Professional fees, dues, and subscriptions for CWS employees.
 - g. Cell + two-way radios.
 - h. Safety supplies (i.e., boots, gloves, safety glasses etc.) as needed.
 - i. Lab testing supplies and compliance testing supplies.
 - j. All chemicals, reagents, fuel, and lubrication required for the operation of the system including, but not limited to, chlorine, chemicals used for pH or alkalinity adjustment, flocculation, etc.
 - k. Prepare and submit all scope of services-related reports to Mississippi DOH and LPA.
 - l. Grounds maintenance around wells, tanks, office buildings and lift stations.
 - m. Water loss program monitoring.
 - n. Fuel for service provider vehicle(s) and for facility operations.
 - o. 24/7 emergency call outs.
 - p. Miscellaneous tools and equipment for performing routine maintenance.
 - q. Tracking of maintenance and QA/QC in the lab and process control testing.
 - r. Responsible for compliance - fines as a result of failure to comply with permit terms and conditions due to service provider negligence.
 - s. Maintain all manufacturers' warranties on new equipment purchased by the City and will assist the City in enforcing existing equipment warranties and guarantees.
 - t. Maintain all necessary licenses, certifications, and accreditations as necessary to operate, maintain, and manage the city.

- u. Routine repair and maintenance of the city's facilities and equipment, so as to preserve and improve the city's assets, investments, and services based on rebate repair account and manpower.
- v. Provide water testing, monitoring and reporting as required by state, federal, and local law, and industry standards.
- w. Provide annual report to City for scope of services provided each anniversary date of agreement.
 - x. Utilize current City vehicles and equipment during the scope of services. City vehicles shall not be used as transportation to and from employee homes, except as allowed by the Mayor or City POC.
 - y. Provide inventory of City's assets within 90 days of contract start date and provide to City representative.
 - z. Document, on a monthly basis, all repairs and preventive maintenance work including the date, location, time, and brief description of the work performed.
 - aa. Assist City with Long-Term planning and rate structure.

ARTICLE III - CITY'S DUTIES

The City agrees to:

1. City shall fund any capital costs for replacement of defective equipment or for the new installation of equipment deemed necessary to improve facilities. The Board of Aldermen of the City (or their designee, who at the time of the execution of this contract is the Mayor) will approve/disapprove of all capital costs exceeding \$2,000.00.
2. Any loss, damage, or injury arising out of or resulting from City's failure to provide capital improvements and/or funds when reasonably requested by Service Provider shall be the sole responsibility of City.
3. Keep in force all Project warranties, guarantees, easements and licenses that have been granted to City and are not transferred to Service Provider under this Agreement.
4. Provide all insurance on all City owned/occupied buildings and locations used under the agreement by Service Provider.
5. Lease the Public Works facility (to include the Building and motor pool compound) for \$1000 per month, which, the Board of Aldermen have determined to be the Fair Market Value for this property at this time.
6. Provide the current vehicles and equipment, maintenance parts and materials being used by the City for water, wastewater and public works except for the City's Debris Truck and one pick up truck to be used by the City POC.

and/or Public Works Director for a period of one year after completion of year one of the contract, the City and the Service Provider will negotiate for the purchase of city equipment, maintenance parts and materials, and/or the city will dispose of said equipment, maintenance parts and materials as it sees fit and in accordance with Mississippi law.

7. Responsible for all debt service payments on City owned property.
8. Pay for all electrical cost associated with the operations of City.
9. Maintain all service agreements for billing software.
10. Pay for all building maintenance repairs for other departments not in scope of services.
11. Pay for all computer support and service agreements cost for City owned equipment.
12. Pay for engineering/professional services not in scope of services.
13. Responsible for all existing service agreements with uniform, cellphone, tank maintenance or other providers until the contract termination date of such agreements between the City and vendor expire.
14. Pay for wastewater treatment invoices from provider.
15. Responsible for customer billing, collections, bank deposits, transfers to general fund.

ARTICLE IV - BENCHMARK PERFORMANCE STANDARDS

- I. **Benchmark Performance Standards for Water System Services and Maintenance.**
 - A. **Water Requests for Services and Associated Operation and Maintenance.** Service Provider shall comply with certain "benchmark" performance standards for quality, production and response time, where requests for services are received requiring work to be performed for water system maintenance, repairs, or improvements. Service Provider shall additionally comply with "benchmark" performance standards associated with water meter reading and associated services. The Criteria for Benchmark Standards for water system services requested and associated operation and maintenance are specified on Appendix "D" annexed hereto as a material part of this Contract.
 - B. **Routine Water System Operation and Maintenance.** Service Provider shall comply with "benchmark" performance standards for quality, production and response time, in the systematic routine maintenance and repairs of water system components. The Criteria for Benchmark Performance Standards for routine maintenance and repair, as well as operation and maintenance of these systems, are listed on Appendix "E", annexed hereto as a material part hereto.
 - C. **Federal and State Requirements.** Service Provider shall, in addition to any and all benchmark standards, operate and maintain the City's system in accordance and compliance with all regulations, standards, orders, and requirements of the Federal and State Governments and all agencies.

Exhibit "A"

- B. **Routine Sewer System Maintenance and Repairs.** Service Provider shall comply with certain "benchmark" performance standards for quality, production and routine response for the systematic routine maintenance and repairs of the sanitary sewer collection system. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are specified on Appendix "G" annexed hereto as a material part of this Contract. In addition, Service Provider shall maintain a sewer manhole inventory that consists of surveying the GPS coordinates of each sewer manhole location.
 - C. **Federal and State Requirements.** Service Provider shall, in addition to any and all benchmark standards, operate and maintain the City's system in accordance and compliance with all regulations, standards, orders, and requirements of the Federal and State Governments and all agencies, departments, and affiliates thereof, to include, but not be limited to, the Environmental Protection Agency and the Mississippi Department of Environmental Quality. Compliance with "benchmark" performance standards in this Contract shall not relieve Service Provider from adhering to and complying with all applicable or governing standards, regulations, and laws.
- N. **Street Maintenance.** Service Provider shall maintain the City's streets and alleys, which are open for public use, in a professional and reasonable manner consistent with the City's operations and maintenance practices, and current City of Petal standards and in accordance with performance standards herein set forth as well as any applicable or governing legal standards, regulations, or requirements. Street maintenance shall include the following:
- A. Repair of potholes and eat pavement with such to be in accordance with benchmark standards for performance and quality and work seen by Service Provider as needed or necessary to avert, avoid, or ameliorate a dangerous condition must be completed immediately upon notice or discovery of the same;
 - B. Repair street curbs and restore street to City standards and benchmark quality and performance standards; pipe repairs shall include replacing pipe which is under 100 feet in length;
 - C. Repair and/or replace drainage boxes;
 - D. Repair or replace driveways and culverts where driveways are damaged due to street drainage, sewer or waterline repairs performed by or for the City;

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- E. Repairs as needed to open or repair non-paved alleys by filling holes with gravel, limestone, or other pre-approved materials;
- F. Perform minor sidewalk, repairs or replacement / installation and prepare surface for sidewalk replacement designated by City, to include installation of handicap ramps where designated to comply with ADA regulations;
- G. Place/remove traffic control barriers as needed and prompt street cleanup of trash within 24 hours from parades or special events (a listing of annual parades and special events that have been previously held in Petal is provided as Appendix "M" to the Contract). However, it is acknowledged this listing is not exhaustive and that City will provide Service Provider with as much advance notice of such events as possible;
- H. Letter and trash pickup and cleaning of medians and shoulders in areas of highways and thoroughfares heretofore performed by the Streets and Drainage Division of the Public Works Department;
- I. Mow, trimming of grass, and weed-cutting according to a systematic schedule approved by City all easement and right-of-way grounds (shoulders, medians, and drainage system, including railroad rights of way where authorized by agreement between City and the railroad assigned to the Streets and Drainage Division of the Public Works Department), and exclusive of parks and other areas maintained by the City's Parks & Recreation Department. Conduct wild flower cultivation program in areas to reduce machine mowing based on approval from the City. Should the Service Provider receive advance approval from the City, Service Provider may utilize a herbicide program to reduce machine mowing, with such a program to comply with any applicable or governing federal, state, and local laws, regulations, and standards. In addition, Service Provider shall mow the Evelyn Gandy Parkway as specified in Appendix "O";
- J. Trim tree branches and cut down trees or other natural vegetation accessible in City rights-of-way, streets, or easements which constitute a traffic hazard, public safety hazard, or which are dead, mangled, or otherwise constitute or found to be dangerous conditions;
- K. Provide staff response for emergency repair of the streets and drainage system, as required. This response shall include emergency "call-out" telephone numbers for assigned project staff, as well as the corporate support team. Service Provider shall maintain availability of staff for emergency call out throughout the term of this agreement. The City of

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- L. Petal Public Works Director/CITY POC is responsible for designating the repair as an emergency.
- I. Perform other contract operations services as directed by the City and as may arise or be required in conjunction with the professional services contracted hereunder. Such services must be pre-authorized by the City and the cost of those added services will be negotiated between the City and Service Provider prior to such work being performed and approved by Board of Aldermen as required.
- M. Document all labor, materials, equipment, repair parts and expenses incurred on behalf of the City.
- N. Perform streets and drainage improvements to existing system, including, but not limited to, replacing existing storm drainage pipes, installing or replacing catch basins/junction boxes, or installing new streets and drainage systems as directed by the Director of Public Works/City POC. Service Provider shall coordinate as needed with City's contractors performing special improvements projects.
- O. Make recommendations as deemed needed to the Director of Public Works/City POC for adoption of Ordinances, Policies or for capital improvements to improve and maintain City's streets and drainage system, and/or to assure compliance with Federal, State and local laws and regulations.
- P. Weed trimming and sidewalk cleaning according to City standards and benchmark quality and performance standards, and based upon a systematic scheduling approach for those areas listed in Appendix "N". It

respect to operation or maintenance of the system upon notice or discovery of the same. Service Provider shall immediately provide adequate notice to the City through the Director of Public Works/CITY POC of each such condition upon notice or discovery of the same by Service Provider.

- 4. **Benchmark Performance Standards for Street Maintenance and Repair Services.**
 - A. **Street Requests for Services.** Service Provider shall comply with certain "benchmark" performance standards for quality, production and response time, where requests for services are received requiring work to be performed for "street maintenance" under Section IV.3., above. The Criteria for Benchmark Performance Standards for services requested are specified on Appendix "H" annexed hereto as a material part of this contract.
 - B. **Routine Street Maintenance and Repairs.** Service Provider shall comply with the "benchmark" performance standards for quality, production and response time in the systematic routine maintenance and repairs required to be performed for "street maintenance" under Section IV.3., above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are listed on Appendix "I" annexed hereto as a material part of this Contract.
 - C. **Federal and State Requirements.** Service Provider shall, in addition to any and all benchmark standards, operate and maintain the City's system in accordance and compliance with all regulations, standards, orders, and requirements of the Federal and State Governments and all agencies,

Exhibit "A"

- A. Vegetation growth, brush, debris, and other obstructions interfering with drainage flow in ditches and system drainage water courses shall be removed and disposed of in accordance with benchmark standards for performance and quality, while such removal seen by Service Provider as needed or necessary to avert, avoid, or ameliorate a dangerous condition must be completed immediately upon notice or discovery of the same.
- B. Systematic schedule for drainage maintenance shall be developed and followed to ensure all systems are regularly maintained as defined by City's storm drainage maintenance plan attached as Appendix "P".
- C. Apparent damages to ditch linings shall be reworked and maintained as reasonably possible to reduce erosion and slope instability. Placement of materials on slopes may be required. Where non-budgeted improvements are needed, Service Provider shall make recommendations to City for planned improvements.
- D. Debris interfering with drainage through culverts, or in the areas of street drains and gutters shall be removed and disposed of in a proper manner according to City's benchmark standards for performance and quality, while such removal seen by Service Provider as needed or necessary to avert, avoid, or ameliorate a dangerous condition must be completed immediately upon notice or discovery of the same.
- E. Service Provider will observe and inform City of apparent damages or defects in system culverts requiring capital expenditures to avert a safety hazard or major blockage of the City's drainage system, and shall recommend a prioritized list of such expenditures for City's planned expenditures.
- F. Subsurface drainage pipes shall be cleaned to remove obstructions interfering with the flow.
- G. Where visible, drainage pipes will be observed for existing or potential failures, cave-ins, or defects. The City shall be notified of any such apparent conditions that may constitute a safety hazard, or may materially affect the City's drainage system. Service Provider shall make recommendations to correct such problems.
- H. Service Provider shall comply and assist the City in complying with then existing EPA Storm Water Phase II requirements in the operation, maintenance, and improvement of the Streets and Drainage System.

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- A. Service Provider shall be responsible for installing, changing, repairing, replacing, overhauling, and maintaining infrastructure associated with the City's water system and the accurate reading of such meters, with such infrastructure to include, but not be limited to, water meters, registers, register heads, internal assemblies or calibration with wireless systems, etc. Service Provider shall maintain a cutoff valve inventory that consists of surveying the GPS coordinates of each cutoff location.
- B. Service Provider shall be responsible for any service/work order request from City for any type of meter maintenance issued at any time.
- C. Service Provider shall be responsible for providing and inputting readings it obtains from meters into whatever system is utilized by the City in connection with its utility billing system.
- D. Service Provider shall be responsible for conducting re-reads and inspections of water meters and related infrastructure as needed or necessary when the accuracy of the same is disputed or questioned by the City or its customers.
- E. Service Provider shall provide such information or data as is found by the City to be necessary or needed in connection with the efficient and proper operation of the City's utility billing system and associated with the water meter system.
- F. Service Provider shall cooperate with attending such meetings as are determined to be needed or necessary by City in connection with the efficient and proper operation of the City's utility billing system, to include, but not be limited to, such meetings as: staff meetings, board meetings,

- I. Perform other contract operations services as directed by the City and as may arise or be required in conjunction with the professional services contracted hereunder. Such services must be pre-authorized by the City and the cost of those added services will be negotiated between the City and Service Provider prior to such work being performed and approved by the Board of Aldermen as required.
 - J. Make recommendations as deemed needed to the Director of Public Works for adoption of Ordinances, Policies or for capital improvements to improve and maintain City's systems, and/or to assure compliance with Federal, State and local laws and regulations.
6. **Benchmark Performance Standards for Drainage Services.**
- A. **Drainage Service Requests.** Service Provider shall comply with certain "benchmark" performance standards for quality, production, and response time, where requests for services are received that require work to be performed for Drainage Services under Section IV, 5., above. The Criteria for Benchmark Performance Standards for drainage service requests are specified on Appendix "K" annexed hereto as a material part of this Contract.
 - B. **Routine Drainage Maintenance and Repairs.** Service Provider shall comply with certain "benchmark" performance standards for quality, production and routine response for the systematic routine maintenance and repairs of the drainage system (i.e. ditch and pipe cleaning) to be performed for Drainage Services under Section IV, 5., above. The Criteria for Benchmark Performance Standards for routine maintenance and repairs are specified on Appendix "L" annexed hereto as a material part of this Contract.
 - C. **Federal and State Requirements.** Service Provider shall, in addition to any and all benchmark standards, operate and maintain the City's system in accordance and compliance with all regulations, standards, orders, and requirements of the Federal and State Governments and all agencies, departments, and affiliates thereof, to include, but not be limited to, the Environmental Protection Agency, and the Mississippi Department of Environmental Quality. Compliance with "benchmark" performance standards in this Contract shall not relieve Service Provider from adhering to and complying with all applicable or governing standards, regulations, and laws.
7. **Meter Reading and Associated Services.** Meter reading services are within the scope of this Contract and shall include, but not be limited to, the following:

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- J. The Service Provider shall timely give to the City's Utility Billing Manager, or designee, all required records of water transactions and turn-offs and meter readings performed by the Service Provider's personnel but not yet reported to the City.
- K. The Service Provider or its employees are not authorized to collect nor shall they collect any monies whatsoever from the City's utility customers for services performed or for payments on account. Each employee of the Service Provider must normally have the following meter reading equipment available to them at all times: a flat-head screwdriver; a key for large meters; a key for padlocks used for lockoffs; a water pump; a shovel; a pick; blue paint; door hanger; and etc.
- L. The Service Provider shall insure that all its employees are properly trained, to the City's satisfaction, in the methods by which meters are to be read and the results recorded, and to insure the meters are read accurately and without damage to City property in accordance with schedules established or approved by the City. The Service Provider shall further insure that its employees are properly trained, to the City's satisfaction, in the methods by which meters are to be read and the results recorded, and to insure the meters are read accurately and without damage to City or other property in accordance with the schedules established by the City.
- M. The accuracy for each meter reading and the reporting thereof shall be the responsibility of the Service Provider and/or its personnel. Re-reads requested by the City shall be without compensation to the Service Provider.

Exhibit "A"

- reasons the hangers was needed. The log shall be turned into the City's Utility Billing Office.
- P. The parties recognize that weather conditions may substantially affect the accessibility of City water meters. The City, in its sole discretion, shall have the authority to suspend meter reading for such periods of time deemed appropriate and reasonably necessary.
 - Q. Service Provider shall immediately notify City of all incidents and times when it could not obtain a reading of a meter as required and in accordance with the applicable schedule.
 - R. It is acknowledged and understood by Service Provider that the accuracy of meter readings is of paramount importance to the City and its revenue collection processes and that Service Provider shall endeavor to provide timely and accurate reads of meters to the City within applicable schedulings and timelines.
9. **Traffic Control and Safety Maintenance Services.** Service Provider shall provide certain professional services associated with the traffic control and safety mission conducted by the City of Petal Public Works, as set out below, and to include, without limitation, the following:
- A. Receiving and processing all customer assistance calls
 - B. Maintaining traffic signals and controllers including timing, patterns, routine maintenance, and installation
 - C. Maintaining special zone signals such as schools and Fire Department
 - D. Assisting other departments with electrical projects as needed.
 - E. Rebuilding and troubleshooting existing signal components to ensure proper operation.
 - F. Installing/removing all Christmas decorations and similar decorations on light fixtures or poles in the downtown Petal area, as well as installing/removing American Flags on light fixtures or poles in the downtown Petal area at a time to be specified by the City and before the Jan 4th holiday.
 - G. Maintaining all city traffic signs, to include street name markers, which includes washing, straightening, and replacement.
 - H. Install new city traffic signs as directed by CITY POC

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- I. Installing striping on all streets as needed as well as other markings.
- J. Clearing intersections as needed to provide adequate visibility for traffic.
- K. Installation and repair of traffic control signs, markings, and conditions, with such to be in accordance with standards for performance and quality adopted or incorporated by City, and in conformance with any and all applicable or governing laws, standards, or regulations, including, but not limited to, the Manual on Uniform Traffic Control Devices ("MUTCD"), and with work evaluated by Service Provider as needed or necessary to avert, avoid, or ameliorate a dangerous condition to be completed immediately upon notice or discovery of the same.
- L. Make recommendations as deemed needed to the Director of Public Works for adoption of Ordinances, Policies or for capital improvements to improve and maintain City's systems, and/or to assure compliance with Federal, State and local laws and regulations.

ARTICLE V - COMPENSATION

- 1. Service Provider's compensation under this Agreement for year one (1) of this contract shall consist of an Annual Fee of \$1,473,000 (\$122,750 monthly). The annual fee covers all items listed in Article II-4.
- 2. Service Provider and the City shall agree to increase to the fee as shown in Appendix B after the completion of year one of this agreement.
- 3. The Maintenance and Repair Limit included in the Annual Fee is Two Hundred Thousand Dollars (\$200,000.00). The Maintenance and Repair fee can be negotiated after year one of this agreement.
- 4. If actual Maintenance and Repair expenditures are less than the Maintenance and Repair Limit of Two Hundred Thousand Dollars (\$200,000) for any Agreement year, Service Provider will rebate the entire difference to the City. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, the city will pay the excess to Service Provider. Service Provider will notify the City when actual Maintenance and Repair expenditures exceed 25%, 50%, 75%, and 90% of Maintenance and Repair Limit.
- 5. Service Provider shall provide City a monthly report detailing what money is used from the Maintenance and Repair budget amount, giving a running total of the balance along with original copies of invoices for the City's records.

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ARTICLE VI - PAYMENT OF COMPENSATION

City shall be obligated to make the following payments:

- 1. One-twelfth (1/12) of the Annual Fee for the current year shall be due and payable by the 15th of the month that services are provided, except those funds subject to Retainage as explained in Section VI. 2, below.
- 2. **Retained Compensation to Assure Achievement of Quality, Response and Production Standards.**
 - A. **Purpose of Retention of Compensation.** The purpose for City's retention of compensation is to assure that Service Provider has achievement and incentive standards for performance in the areas of customer satisfaction, quality of work, production and timely response, and systematic routine maintenance, and that the City has applicable benchmarks to measure contract performance. The City will not retain any compensation during the first year of this contract; the provisions in this contract regarding retainage are to take effect at the beginning of year two of this contract unless the parties otherwise agree among themselves.
 - B. **Retention of Compensation.** From the Annual Base Fee to be paid by City to Service Provider under this Contract, City shall retain a total of two percent (2%), by retention from each monthly compensation fee payment one-twelfth (1/12) of the annual retention amount. Said retention from monthly payments shall commence with the monthly base fee payment due for the first month of the annual period of this contract beginning on October 1, 2023. Retention from monthly base fee payments shall continue in the same amount each month during the remainder of the

- C. **Penalty for Not Responding to "After Hours" Calls.** In the event Service Provider does not respond by either telephone or site visit within one (1) hour to Customer requesting service, the City shall deduct \$100 per instance, and \$25 per hour thereafter, as approved by the City's Director of Public Works (CITY POC).
- D. **Penalty for Negligent / Deficient After Hours Priorities.** In the event that after hours emergency events which endanger the public, including, but not limited to sewer main breakage, sewer force main breakage, water main breaks larger than 18", street cave-ins or major storm drain blockage, are not repaired immediately, the City shall deduct \$700 per instance, as approved by the City's Director of Public Works (CITY POC).
- E. **Penalty for Failure to Meet Construction Specifications.** In the event Service Provider does not comply with construction plans and specifications for work related to this Contract, including, but not limited to installing pipe at incorrect grade, failure to compact fill or poor concrete workmanship, the City shall deduct a minimum of \$200 per instance plus the Service Provider shall pay all costs of rework, or cost of itemized rework, as approved by the City's Director of Public Works (CITY POC).
- F. **Penalty for Failure to Comply with City of Petal Policies.** In the event Service Provider does not comply with policies related to this Contract as stated by the City of Petal, the City shall deduct \$100 per instance, as approved by the City's Director of Public Works (CITY POC).
- G. **Penalty for Failure to Employ Personnel Needed for Minimum Staffing.** At the commencement of this Contract, the Service Provider

Exhibit "A"

1. Disposition of Annual Retention Amount.

1) **Audit Review Authority.** A CPA or other qualified person or firm (herein "auditor") employed by the City at the expense of the City will annually perform the audits required to measure performance relative to benchmarks for the purpose of determining disposition of the retained funds.

2) **Measurement of Performance Related to Standard Benchmark Criteria and Quality Standards.**

(a) **Response Time/Production Time.** Using the table of benchmarks for the problem corrected and the time parameters set out in this Contract, a City of Petal inspector will determine by random inspection or otherwise if service requests were completed as indicated in the work order system within the benchmark time allocated for the problem. Response and production time shall be determined as specified on attached appendices.

(b) **Quality of Work.** Using the City of Petal Construction Standards or recognized industry quality standards, a City inspector or designated City POC will determine by random inspection or otherwise if service requests were completed according to quality standards.

(c) **Completion Rate of Service Requests.** The completion rate shall be determined by dividing the number of closed service requests by the number of open service requests over the one-year period. Those requests not exceeding the benchmark response production time shall not be counted.

(d) **Routine Maintenance.** The measurement for these services shall be determined by the City's inspector reports for each routine maintenance item, according to the benchmarks established in the attached appendices or within the parameters otherwise stated herein.

3) **Annual Performance Audit Report.**

(a) **Annual Report.** Using the auditor's satisfaction reports and the City inspector reports determined according to subsection 2), paragraphs (a) through (d) above stated in this section, the City's Public Works Director (City POC), and auditor shall present to the Mayor and Board of Aldermen and to the Service Provider an Annual Performance Audit Report (herein "The Annual Report")

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within one hundred and eighty (180) days after the last day of the annual period being reported. If the Annual Report is not disputed in writing by the Service Provider or the City on or before thirty (30) days after it is presented to the Service Provider and City, it shall be deemed accepted as presented. If disputed by the Service Provider, Director of Public Works (City POC) shall review disputed claims and make final recommendation to Mayor and Board of Aldermen.

(b) **Payment of Retained Fees.** The disposition of the retained base fees during the annual period of the Annual Report shall be determined by the Board of Aldermen. According to the report, the percent of retained fees earned by Service Provider for the annual period shall be paid to the Service Provider on or before ninety (90) days after the Annual Report is accepted by the parties.

4) **Mitigation of Deductions for Performance Deficiencies.**

(a) **Force Majeure.** A "force majeure" will exist only if performance under this contract is impossible, it does not occur if performance is frustrated. A failure to perform caused by rain or severe weather conditions, or other events beyond the control of the Service Provider and not typically found to exist at such time in the "relevant area" that directly cause the Service Provider to fail to perform shall not be included in measuring performance, or shall be adjusted to account for such uncontrollable delays. For purposes of this Paragraph, "relevant area" is defined to be the City of Petal, Mississippi. In order to avail itself of this Paragraph, Service Provider must substantially demonstrate that there was a causal connection between the failure to perform and the subject event(s) or condition(s) and that they had taken all reasonable steps to avoid the operation of this Paragraph.

5) **Disputes of Fact.** Any dispute concerning questions of fact that may affect the measurement of Service Provider's performance shall first be considered by the Director of Public Works (City POC) and the Service Provider. If the dispute is not thereby resolved, then it shall be arbitrated and decided by the Board of Aldermen. The Service Provider shall not waive its right to legal action and assertion of its claims by virtue of arbitration herein provided. However, the decision of the Board of Aldermen shall take effect immediately, and shall continue in effect until it is reversed or abated by adjudication of a Court having jurisdiction, or unless the decision is stayed by agreement of the City and the Service Provider.

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3. All other compensation to Service Provider is due upon receipt of Service Provider's invoice and payable within thirty (30) days.

4. City shall pay interest at an annual rate equal to the prime rate, said rate of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days of the due date, such interest being calculated from the due date of the payment. In the event the charges hereunder might exceed any limitation provided by law, such charges shall be reduced to the highest rate or amount within such limitation.

ARTICLE VII. SCOPE CHANGES

1. Service Provider will request a rate adjustment on the annual fee, which the city will entertain in good faith, based on the following:

a. If, at any time, the cost to operate the water system due to new permits, rules, regulations or requirements relating to the operation of the City or other matters contained in the Agreement, and in the event that compliance by Service Provider with such new permits, ordinances, rules, regulations, or requirements would materially increase Service Provider's cost of performing under the Agreement, then the City and Service Provider shall mutually agree on an Amendment to the existing Agreement to modify the Contract. In turn, if the above would reduce the said contract, then Service Provider and the City would agree on a reduction to the annual fee.

b. The Service Provider will negotiate with the City an

ARTICLE VIII. TERM, TERMINATION AND DEFAULT

1. This Professional Service Agreement shall take effect on the Contract Commencement Date and remain in effect for five (5) years with two (2) five year renewals. If the City does not provide the Service Provider written notice more than 120 days prior to the end date of the agreement, the term will automatically renew for the additional five (5) years.

2. Notwithstanding the term of this Professional Service Agreement, the City may terminate the Agreement for convenience at any time during the Agreement by giving the Service Provider 120 days prior written notice of such termination. Upon notice of termination for convenience by City, Service Provider shall assist City in assuming operation of the Project. If Service Provider incurs additional cost at request of City, City shall pay Service Provider such cost within 45 days of invoice receipt.

3. The City may terminate this Agreement for cause by reason of the Service Provider's defaulting upon any term, provision, condition, or covenant of this Agreement if the Service Provider does not cure such default within forty-five (45) days after receiving written notice from the City of such default. Upon such termination for cause, the Service Provider shall be liable to the City for any damages and excess costs occasioned thereby.

4. Upon termination of this Agreement and all renewals and extensions of it, Service Provider shall return the Facilities to City in the same condition, as it was upon the effective date of this Agreement, ordinary wear and tear excepted and accepted by the City.

Exhibit "A"

Provider shall operate the facilities on a best-efforts basis until any such disruptions cease.

2. Neither party shall be liable for its failure to perform its obligations under this Agreement, if such failure is due to any unforeseen circumstances beyond its reasonable control or force majeure.

3. If a claim or dispute arises between the parties under this Agreement or the performance of any obligations set forth herein, the parties agree first to endeavor in good faith to resolve such claim or dispute equitably through negotiation or mediation.

4. Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The party invoking this clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of an Unforeseen Circumstance.

ARTICLE X - INDEMNITY, LIABILITY AND INSURANCE

1. Service Provider agrees to protect, defend and hold the City and its officers, employees and agents harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of any failure of Service Provider to perform its obligations pursuant to this Agreement.

2. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix A. Except as provided in subparagraph 1 above, each party assumes the risk of loss or damage to its respective property and employees and shall maintain broad form property, workers compensation, and general liability insurance in order to protect both parties to this agreement against any such loss. Each party shall provide the other party with satisfactory proof of insurance. All of the Service Provider's policies except that for Workers' Compensation shall name the City as an additional insured and contain a waiver of subrogation in favor of City where appropriate, but only to the extent of the Service Provider's performance and indemnification obligations pursuant to this Agreement.

3. Service Provider and City shall be responsible for and maintain employee insurance for its employees, including workers compensation insurance and general liability coverage for their respective employees.

4. Each party agrees that it shall not assert any claim for indirect, incidental, consequential, special, punitive or exemplary damages including, but not limited to, claims for lost revenue, profit or business reputation, whether based in tort or contract.

ARTICLE XI - ASSIGNMENT OF CONTRACT

The Service Provider shall not assign this Agreement or any portion of the authorized services to be performed or furnished hereunder without prior written approval of the City.

ARTICLE XII - NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the first page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have executed this Agreement on the dates appearing adjacent to their respective signatures.

Both parties indicate their approval of this Agreement by their signatures below, and each party warrants that all corporate or governmental actions necessary to bind the parties to the terms of this Agreement have been and will be taken.

CITY OF PETAL, MISSISSIPPI

By: *[Signature]*

Printed Name: *[Name]*

Title: *[Title]*

Date: *[Date]*

Attest:

CLEARWATER SOLUTIONS, LLC

By: *[Signature]*

Printed Name: *[Name]*

Title: *[Title]*

Date: *[Date]*

Attest: *[Signature]*

**APPENDIX A
Insurance Coverage**

Service Provider Shall Maintain

Workers' Compensation

- Statutory workers' compensation for all of Service Provider's employees at the project as required by the State of Mississippi
- Employer's Liability Per Occurrence \$1,000,000, Per person \$1,000,000

Commercial General Liability Insurance

- Each Occurrence \$1,000,000
- Property Damage \$100,000
- Personal Injury \$1,000,000
- Products - Operations \$1,000,000
- Excess Liability - Umbrella Liability General Aggregate \$3,000,000, Each Occurrence \$3,000,000

Automobile Liability

- Bodily Injury - Each Person \$1,000,000, Each Accident \$1,000,000
- Property Damage Each Accident \$1,000,000
- Combined Single Limit (Bodily Injury and Property Damage) Each Accident \$1,000,000

Pollution / Environmental Liability

- Each Occurrence \$1,000,000, General Aggregate \$1,000,000

Leased/Rented Equipment

**APPENDIX B
Annual Increase**

As stated in Article V. 2, Service Provider and City shall begin negotiations of increase to the annual fee three (3) months prior to the anniversary date. The following are two options: one for a fixed percent and another for a CPI formula and/or percent. The City and Service Provider will negotiate the system to be used that best captures the current expenses with the intent that the first line of defense against inflation is good management of expenses by the service provider.

The Annual Fee adjustment shall be determined by the following formula if the agreement cannot be met during the three (3) month annual fee adjustment negotiations period as stated in Article IV. 2.

RF0 = BFOA CCO

BF = Base Annual Fee specified in Article IV Compensation, less the Maintenance and Repair Limit established at Article IV for as subsequently amended by the City

CO = CPI for All Urban Consumers, South Region as published by the U.S. Department of Labor, for the year prior to the Service provider beginning operations under this agreement.

C = CPI for All Urban Consumers, South Region, as published by the U.S. Department of Labor, for the year prior to the beginning of the period for which an adjustment base fee is being calculated.

Exhibit "A"

APPENDIX C
Definitions

1. "Annual Fee" means a predetermined, fixed sum for Service Provider's services. The Annual Fee includes Cost and profit.
2. "Capital Expenditures" means any expenditures for (1) the purchase of new equipment or facility items that cost more than Two Thousand Dollars (\$2,000), or (2) major repairs which significantly extend equipment or facility service life and cost more than Two Thousand Dollars (\$2,000) or (3) expenditures that are planned, non-routine and budgeted by City. Capital Expenditures less than \$2,000 shall be paid by the Service Provider and charged to the Maintenance and Repair Limit account. All materials purchased by the City or by the Service Provider but charged against the Maintenance and Repair Limit, shall be the property of the City.
3. "Direct Cost" means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for project management and labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, postage, tools, memberships and training supplies.
4. "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by Service Provider to maximize the service life of the equipment, vehicles and facilities.
5. "Chemicals" means those products used to treat the City's water and wastewater to meet water quality or permit requirements, including solids disposal, chemicals, and lift stations.
6. "Maintenance and Repair Limit" means the total Maintenance and Repair expenditures that Service Provider has included in the Annual Fee. Such expenditures exclude any labor costs for Service Provider's staff assigned to the Project. Service Provider's specialized maintenance personnel, not assigned to the Project, who provide such specialized services such as, but not limited to, electrical analyses, instrumentation maintenance and equipment repair, will be charged to the Maintenance and Repair Limit. It is the intent of the parties that "Maintenance Cost" will include the actual cost of materials used for repairs and maintenance such as new pumps, pipes, valves, fittings, etc., but does not include the cost of labor unless it is specialized labor as indicated.
7. The "Project" means all equipment, vehicles, grounds, rights of way, sewer lift stations and facilities described in Article I and where appropriate, the management, operations and maintenance of such.

8. "Repairs" mean those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, sewer, or facilities or some component thereof.
9. "Unforeseen Circumstances" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including, but not limited to (i) an act of God, landslides, lightning, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war, blockade, sabotage, insurrection, riot or civil disturbance, (ii) preliminary or final order of any local, state or federal administrative agency, court or governmental body, and (iii) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.
10. "City POC" shall mean the City's Point of Contact as designated by the Mayor; if the Mayor has made no such designation, then the Mayor is the City POC.

Appendix D
Benchmarks & Performance Criteria - Water Requests

Item No.	Definition of Each	Quality Benchmark	Production Benchmark per Man Hour	Response Time Benchmark
1	BAD TASTING WATER - Responds to water quality complaint	Dept of Health Standards	N/A	3 days
2	BROKEN METER - repair/replace meter that is broken	Current Petal Construction Standards	4 meters per man-day	8 days
3	HYDRANT LEAK - repair or replace leaking fire hydrant	Current Petal Construction Standards	4 repairs crew-day or 12 pipe crew week	7 day
4	METER LEAK - repair or replace leaking meter	Current Petal Construction Standards	4 leaks repaired per crew-day	7 days
5	METER ADJUSTMENT - adjust meter to different height or location	Current Petal Construction Standards	4 meters per man-day	12 days
6	METER/BROKEN BOX - repair or replace broken meter box	Current Petal Construction Standards	6 meter boxes replaced per man-day	7 days
7	WATERBILITY - see points to water quality complaint	Dept. of Health Standards	N/A	3 days

13	ROLL-UP PORT -	Dept of Health Standards	N/A	3 days
14	DROP IN METER - install meter in location with service and box	Current Petal Construction Standards	1 meter per man-hour	10 days
15	INSTALL HYDRANT - install new fire hydrant where one does not exist	Current Petal Construction Standards	1 repairs crew-day or 2 pipe crew week	17 days
16	INSTALL VALVE - install new water valve	Current Petal Construction Standards	1 valve installed per crew-day	17 days
18	INSTALL METER - install new water meter	Current Petal Construction Standards	1 meter installed per crew-day	17 days
19	INSTALL YARD METER - install new yard or irrigation meter	Current Petal Construction Standards	1 meter installed per crew-day	17 days
20	LOCAL SERVICE CONNECTION - determine and mark location of water and sewer services lines	Per Miss One Call Requirements	Per Miss One Call Requirements	2 days
21	DATE WATER MAIN - determine and mark location of water and sewer mains	Per Miss One Call Requirements	Per Miss One Call Requirements	2 days
22	METER READING - determine or install reads of water meters and record it		N/A	8 days for initial water meter read and 1 day thereafter

Appendix E

Benchmarks & Performance (Critical - Water Routine Maintenance)

Item No.	Definition of Each	Quality Benchmark	Federal, State, & Local Requirements	As needed	On going	Response Time Benchmark
26	WATER WTE MAINTENANCE	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

Appendix F

Benchmarks & Performance (Critical - Sewer Requests)

Item No.	Definition of Each	Quality Benchmark	Federal, State, & Local Requirements	As needed	On going	Response Time Benchmark
28	INFILTRATION	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
29	INFILTRATION	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
30	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
31	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
32	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
33	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
34	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
35	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
36	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
37	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
38	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
39	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
40	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
41	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
42	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
43	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
44	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
45	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	
46	MANHOLE PROBLEMS	Production Benchmark per Man Hour	Federal, State, & Local Requirements	As needed	On going	

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

Item No.	Description	Quality Benchmark	Federal, State, & Local Requirements	As needed	On going	Response Time Benchmark
41	SEWER SYSTEMS	Production Benchmark	Federal, State, & Local Requirements	As needed	On going	
42	SEWER SYSTEMS	Production Benchmark	Federal, State, & Local Requirements	As needed	On going	
43	SEWER SYSTEMS	Production Benchmark	Federal, State, & Local Requirements	As needed	On going	
44	SEWER SYSTEMS	Production Benchmark	Federal, State, & Local Requirements	As needed	On going	
45	SEWER SYSTEMS	Production Benchmark	Federal, State, & Local Requirements	As needed	On going	
46	SEWER SYSTEMS	Production Benchmark	Federal, State, & Local Requirements	As needed	On going	

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

47	SMOKEPUSH	Production Benchmark	Federal, State, & Local Requirements	As needed	On going	17 days
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Exhibit "A"

Appendix H

Benchmarks & Performance Criteria - Street Requests

Item No.	Description	Quality Benchmark	Production Benchmark per Man Hour	Response Time Benchmark
47	UTILITY REPAIRS - Work such as grading, reshaping, and capping limestone	Current Petal Construction Standards	2000' per man-hour	12 days
48	BRIDGE REPAIRS - Minor bridge repairs	Current Petal Construction Standards	As needed	As needed
49	BROKEN DRIVEWAY - Repair concrete, asphalt, or limestone driveway	Current Petal Construction Standards	40 SF per man-day	22 days
50	BROKEN SIDEWALK - Repair concrete sidewalk to include ADA standards	Current Petal Construction Standards	40 SF per man-day	22 days
51	CAVITY - Determine cause and repair settled locations in right-of-way encasements	Current Petal Construction Standards	1 patch/repair & patch per day	7 days
52	CURB BROKEN - Repair concrete curb	Current Petal Construction Standards	1 LF per man-hour	22 days
53	CURB FINISH WORKS - PROBLEMS associated with new projects in progress	Current Petal Construction Standards	As needed	As needed
54	GUARDRAIL - Repair or install guardrail	Current Petal Construction Standards	1 LF per man-hour	22 days
55	HIGH GRASS - Cut grass	Current Petal Construction Standards	0.625 line miles (2 passes) per man-hour	9 days
56	LIMESTONE STREET - Install limestone or stone kerbs in right-of-way	Current Petal Construction Standards	100 LF per man-hour	12 days
57	LITTER - Pick up litter	Remove all litter in designated area	1 mile per man-day	5 days
58	LIQUID - Respond to assist in emergency cleanup of chemicals	Federal, State, & Local Requirements	As needed	3 days

59	PATCH UTILITY ACROSS - Repair utility cut across	Current Petal Construction Standards	1 Cut per man-day	4 days
60	POTHOLE - Patch potholes with asphalt	Current Petal Construction Standards	10 patches per man-day	4 days
61	ROAD BLOCKAGE - Remove blockage from roadway such as tree	Current Petal Construction Standards	As needed	As needed
62	SIDEWALK OVERGROWN - Trim and cut grass along sidewalks	Current Petal Construction Standards	100 LF per man-day	12 days
63	STUMP REMOVAL - remove stumps	Current Petal Construction Standards	4 stumps per man-day	5 days
64	TRASH PICK UP - Upon receipt pick up excessive amount of trash and debris in City that Wastecorp is not responsible for	Current Petal Construction Standards	4 locations per Monday	7 days
65	TRIM LIMBS OVERGROWN - Cut tree limbs	Current Petal Construction Standards	As needed	7 days
66	TREE REMOVAL - Remove trees in house or contact depending on case	Current Petal Construction Standards	As needed	7 days
67	WASTECORP - Install across curbs	Current Petal Construction Standards	100 LF per man-day	7 days
68	WATER MONITORING - CONSTRUCTION	Current Petal Construction Standards	1 operator per day to cover entire city within a week	As needed in Monopole season

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

Appendix I

Benchmarks & Performance Criteria - Street Routine Maintenance

Item No.	Description	Quality Benchmark	Production Benchmark per Man Hour	Response Time Benchmark
69	POTHOLE PATCHING HOI BA7 - Patch potholes so that all holes paving failures are repaired on each street	Current Petal Construction Standards	2 items per day per crew, using City Map cover every street every 12 months	On going
70	GRASS CUTTING - cut grass	Current Petal Construction Standards	5 line miles (2 passes) per day per person (cover entire city every six weeks)	On going
71	WHEEL TRIMMING & SIDEWALK CLEANING	Current Petal Construction Standards	As needed	On going

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

Appendix J

Storm Drainage Maintenance Plan

After the completion of year one of this contract, Service Provider shall provide storm drainage maintenance to ensure unimpeded flow of stormwater, including the cleaning of ditches for Principal Arterial and Minor Arterial roads twice per year (minimum 60 days between). Service Provider shall provide storm drainage maintenance, including the cleaning of ditches for Major Collector Roads once per year, and Service Provider shall provide storm drainage maintenance, including the cleaning of ditches for all remaining streets within the city once every two years. The roads for which Service Provider will provide storm drainage maintenance and their type of road is as follows:

OBJECTID	Street Name	Length, Ft	Type	Functional Class
1	3RD AV	1647	Street	City Street
2	A. BERT ST	1596	Street	City Street
3	ALMA DR	347	Street	City Street
4	ALYSHA LN	282	Street	City Street
5	ANGELA CIR	184	Street	City Street
6	ANN ST	954	Street	City Street
7	APPLE CV	1672	Street	City Street
8	ARK LN	2386	Street	City Street
9	ARKWOOD LN	749	Street	City Street
10	ASHLAND DR	344	Street	City Street
11	AZALLA AV	986	Street	City Street
12	BACKWOODS TR	761	Street	City Street

Exhibit "A"

27	BROAD LEAF CV	1038	Street	City Street
28	BROKEN ARROW TR	6558	Street	City Street
29	BRYANT ST	2702	Street	City Street
30	BURKETT DR	291	Street	City Street
31	BYRD DR	1095	Street	City Street
32	BYRD PKWY	5944	Street	City Street
33	BYRD RD	847	Street	City Street
34	CAMBRIAN RDG	1049	Street	City Street
35	CAMERON ST	1020	Street	City Street
36	CARTER CIR	301	Street	City Street
37	CARTERVILLE RD	11857	Street	Minor Arteria
38	CASSIL ST	1842	Street	City Street
39	CAVLIN B RD	620	Street	City Street
40	CEDAR ST	7720	Street	City Street
41	CENTRE CIR	1493	Street	City Street
42	CHANDLER LN	563	Street	City Street
43	CHANCE AV	526	Street	City Street
44	CHAPPELL HILL RD	7406	Street	Major Collector
45	CHAR LN	1953	Street	City Street
46	CHARLES ST	997	Street	City Street
47	CHARLESTON PT	637	Street	City Street
48	CHATEAU DR	1519	Street	City Street
49	CHERRY OAK TR	2825	Street	City Street
50	CHESTNUT PT	983	Street	City Street
51	CITY BARN LP	2416	Street	City Street
52	CLARENDON ST	1112	Street	City Street
53	CLARK ST	821	Street	City Street
54	CLAY DR	566	Street	City Street
55	CLEARWATER PT	373	Street	City Street
56	CLINTON DR	1007	Street	City Street
57	CUCHRAH ST	1723	Street	City Street
58	COLLINS RD	2618	Street	City Street
59	COMPRESSOR LP	3189	Street	City Street
60	COOLEY DR	431	Street	City Street
61	CORA ST	492	Street	City Street
62	CORINTH RD	13190	Street	City Street
63	COUNTRY PARK CIR	1674	Street	City Street
64	COUNTRY PARK DR	1749	Street	City Street
65	COX CIR	1024	Street	City Street
66	CRABAPPLE DR	843	Street	City Street

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67	CROOKED PINE PT	194	Street	City Street
68	CROSS CREEK DR	1719	Street	City Street
69	CROSSOVER	699	Street	City Street
70	CYPRESS LAKE TR	2113	Street	City Street
71	DAKOTA TR	423	Street	City Street
72	DAVIS RD	5103	Street	City Street
73	DAWSON CUTOFF	1550	Street	City Street
74	DEERWOOD DR	1960	Street	City Street
75	DENHAM DR	463	Street	City Street
76	DIXIE AV	985	Street	City Street
77	DOC JOHNSON LP	211	Street	City Street
78	DOGWOOD CIR	1809	Street	City Street
79	DOGWOOD LN	1264	Street	City Street
80	DOVE HOLLOW	2528	Street	City Street
81	DURHAM DR	381	Street	City Street
82	E 1ST AV	1297	Street	City Street
83	E 2ND AV	2522	Street	City Street
84	E 4TH AV	2074	Street	City Street
85	E 5TH AV	2693	Street	City Street
86	E 6TH AV	1000	Street	City Street
87	E 7TH AV	1354	Street	City Street
88	E 8TH AV	1840	Street	Major Collector
89	E CAVERN LANE LP	1365	Street	City Street
90	E CENTRAL AV	9447	Street	Minor Arterial
91	E CHERRY DR	1324	Street	City Street
92	E HARDY ST	947	Street	Minor Arterial
93	EASTBROOK	853	Street	City Street
94	EASTWOOD DR	400	Street	City Street
95	EDGEWATER BLVD	342	Street	City Street
96	EDWARDS ST	1243	Street	City Street
97	ELAINE DR	317	Street	City Street
98	ELIZABETH AV	868	Street	City Street
99	ELIZABETH CIR	1017	Street	City Street
100	ESTATE DR	1521	Street	City Street
101	EVELYN GANDY PRWY	37486	Interstate/Highway	Principal Arterial
102	FAIRCHILD DR	1682	Street	City Street
104	FAIRVIEW DR	1779	Street	City Street
104	FALL DR	549	Street	City Street
105	FARM HAVEN	2266	Street	City Street
106	FRANCIS DR	547	Street	City Street

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107	FRANCIS LP	3763	Street	City Street
108	FIELDPOINTE	437	Street	City Street
109	FISHLERMAN CV	765	Street	City Street
110	FORD DR	2544	Street	City Street
111	FORREST DR	708	Street	City Street
112	GADSBY RD	835	Street	City Street
113	GANDY ST	2679	Street	City Street
114	GARDEN DR	303	Street	City Street
115	GARDEN LN	4900	Street	City Street
116	GAY DR	300	Street	City Street
117	GADYS NICHOLSON RD	276	Street	City Street
118	GLENWOOD DR	265	Street	City Street
119	GOPHER TORTOISE RD	4109	Street	City Street
120	GRAPE ST	288	Street	City Street
121	GRAYS CROSS RD	3024	Street	City Street
122	GREEN HILL DR	1519	Street	City Street
123	GREEN ST	656	Street	City Street
124	GREENS CREEK DR	628	Street	City Street
125	GRIFITH DR	1761	Street	City Street
126	HAMILTON DR	1098	Street	City Street
127	HARRIS DR	1140	Street	City Street
128	HARTLEY DR	366	Street	City Street
129	HARVEY AV	954	Street	City Street
130	HAWKINS ST	423	Street	City Street
131	HEGWOOD ST	519	Street	City Street
132	HELMINGHAM DR	110	Street	City Street

146	HWY 11	10567	Interstate/Highway	Principal Arterial
159	HWY 11	5388	Interstate/Highway	Minor Arterial
147	HWY 42	36651	Interstate/Highway	Principal Arterial
148	HYLAND DR	2569	Street	City Street
149	IDEAL CIR	1686	Street	City Street
150	JACKSON AV	1466	Street	City Street
151	JAMES ST	1088	Street	City Street
152	JEFFERSON CIR	171	Street	City Street
153	JO ANNA DR	449	Street	City Street
154	JONES ST	1047	Street	City Street
155	KATRINA DR	1728	Street	City Street
156	KELLY ROSE LN	4415	Street	City Street
157	KEYSTONE DR	895	Street	City Street
158	KIMBERLY DR	639	Street	City Street
159	KIMELA RD	337	Street	City Street
160	KING BLVD	2117	Street	City Street
161	KOLA ST	1249	Street	City Street
162	LAKE LOOP	315	Street	City Street
163	LAKEWOOD DR	283	Street	City Street
165	LEWIS RD	9143	Street	Major Collector
166	LEWIS DR	279	Street	City Street
167	LINGLE DR	876	Street	City Street
168	LITTLE JOHN DR	629	Street	City Street
169	LOFTON DR	620	Street	City Street
170	LOGAN DR	635	Street	City Street
171	LOUISE ST	452	Street	City Street

CITY OF PETAL
MINUTE BOOK 38

Exhibit "A"

186	MAYWOOD DR	1721	Street	City Street
187	MCAULAY DR	877	Street	City Street
188	MCINNIS ST	2696	Street	City Street
189	MCKINNON ST	1334	Street	Major Collector
365	MCKINNON ST	424	Street	City Street
190	MEADOW GREEN LN	478	Street	City Street
191	MEADOWBROOK DR	1934	Street	City Street
192	MEADOWOOD DR	1338	Street	City Street
193	MELISSA LP	1156	Street	City Street
194	MEMORIAL LN	1094	Street	City Street
195	MFRCSR DR	307	Street	City Street
196	MICHAEL LP	1522	Street	City Street
197	MILDRED ST	584	Street	City Street
198	MILFY DR	596	Street	City Street
199	MICHELL AV	1657	Street	City Street
200	MONASCO DR	425	Street	City Street
201	MORRIS ST	1340	Street	Major Collector
202	MORROW DR	1261	Street	City Street
203	MOSSY OAK PT	538	Street	City Street
204	MOZINGO DR	1726	Street	City Street
205	MULBERRY LN	943	Street	City Street
361	N GEORGE ST	1343	Street	Major Collector
362	N GEORGE ST	1325	Street	City Street
207	N MAIN ST	2667	Street	Major Collector
208	N RAILROAD ST	2698	Street	Major Collector
209	NAPOLFON ST	689	Street	City Street
210	NICK AUS TR	1082	Street	City Street
211	NORMAN DR	1406	Street	City Street
212	NORRELL DR	1722	Street	City Street
213	NORTH ST	946	Street	City Street
214	NOTTINGHAM DR	505	Street	City Street
215	OAK DR	820	Street	City Street
216	OAK ST	792	Street	City Street
217	OAKLAWN DR	2112	Street	City Street
218	OAKWOOD DR	348	Street	City Street
219	ODDM DR	490	Street	City Street
220	OGILSVIE ST	4373	Street	City Street
221	OLD CORINTH RD	6925	Street	City Street
222	OLD HWY 42	2064	Interstate/Highway	City Street
223	OLD RICHTON RD	17033	Street	Minor Arterial

224	OLD RIVER RD	2471	Street	City Street
225	OLIVER LN	492	Street	City Street
226	ORCHID TR	390	Street	City Street
227	PAGE DR	391	Street	City Street
228	PALM TREE LP	1658	Street	City Street
229	PANTHER DR	1397	Street	City Street
230	PANTHER STADIUM DR	4789	Street	City Street
231	PARKER DR	653	Street	City Street
232	PARKWAY LN	2525	Street	City Street
233	PEARSON AV	294	Street	City Street
234	PEBBLE CV	220	Street	City Street
235	PECAN TER	1360	Street	City Street
236	PEPAL DR	915	Street	City Street
237	PETAL GAS STORAGE	320	Street	City Street
238	PETAL VILLAGE DR	315	Street	City Street
239	PHASANI RDG	283	Street	City Street
240	PIN OAK PT	557	Street	City Street
241	PINE KNOLL RD	550	Street	City Street
242	PINE ST	790	Street	City Street
243	PINEHAVEN DR	641	Street	City Street
244	PINEWOOD DR	1447	Street	City Street
245	PINNACLE PT	897	Street	City Street
246	PIRATES CV	932	Street	City Street
247	PONDEROSA DR	410	Street	City Street
248	POPCORN PT	673	Street	City Street
249	POPLAR LP	1672	Street	City Street
250	PROFESSIONAL PKWY	619	Street	City Street
251	RADKL DR	1429	Street	City Street
252	RAINBOW CR	653	Street	City Street
253	RAINEY DR	1261	Street	City Street
254	RAMP	7611	Interstate/Highway	City Street
255	RED CEDAR DR	289	Street	City Street
256	RED MAHOG R	2962	Street	City Street
257	RED OAK PT	759	Street	City Street
258	REDFERN TR	5206	Street	City Street
259	RICHTON DR	539	Street	City Street
260	RIDGEMONT LN	487	Street	City Street
261	ROBIN DR	311	Street	City Street
262	ROBIN HOOD DR	490	Street	City Street
263	ROBIN RD	931	Street	City Street

264	ROBINSON DR	1021	Street	City Street
265	ROSEWOOD DR	969	Street	City Street
266	RUSSET LN	3035	Street	City Street
267	RUSSUM CR	228	Street	City Street
268	S BEECH LN	888	Street	City Street
269	S GEORGE ST	5969	Street	Major Collector
270	S MAIN EXT	366	Street	City Street
271	S MAIN ST	7737	Street	Minor Arterial
272	S RAILROAD ST	634	Street	City Street
273	SHANNON DR	508	Street	City Street
274	SHAWNEE TR	1550	Street	City Street
275	SHERILL ST	858	Street	City Street
276	SHERY LYNN DR	2231	Street	City Street
277	SHERWOOD FOREST DR	2226	Street	City Street
278	SHORT FORD DR	591	Street	City Street
279	SHORT SOUTH ST	292	Street	City Street
280	SILVER MAPLE TR	868	Street	City Street
281	SKYLAND TER	2377	Street	City Street
282	SMITH RD	1260	Street	City Street
283	SMITH ST	2665	Street	City Street
284	SMITHVILLE RD	7707	Street	City Street
285	SPRINGFIELD RD	6781	Street	City Street
286	STARLANE DR	2620	Street	City Street
287	STEVENS ST	1869	Street	City Street
288	STEWART DR	1053	Street	City Street
289	STORAGE RD	3532	Street	City Street

304	TWIN LAKE'S RD	2780	Street	City Street
305	TYNER RD	1824	Street	City Street
306	UNK150	308	Street	City Street
307	UNK151	657	Street	City Street
308	UNK152	328	Street	City Street
309	UNK153	348	Street	City Street
310	UNK154	201	Street	City Street
311	UNK155	768	Street	City Street
312	UNK156	1090	Street	City Street
313	UNK157	457	Street	City Street
314	UNKNOWN	3933	Street	City Street
316	VAILEY DR	627	Street	City Street
317	VAN SLYKE DR	1495	Street	City Street
318	VARDAMAN DR	1407	Street	City Street
319	VERMONT DR	1691	Street	City Street
320	VILLA DR	1028	Street	City Street
321	W 10TH AV	1316	Street	Major Collector
322	W 1ST AV	2536	Street	Major Collector
363	W 2ND AV	367	Street	Major Collector
323	W 2ND AV	1471	Street	City Street
364	W 2ND AV	231	Street	City Street
324	W 4TH AV	2277	Street	City Street
325	W 5TH AV	2283	Street	City Street
326	W 6TH AV	1327	Street	City Street
327	W 7TH AV	2622	Street	City Street
328	W 8TH AV	1333	Street	Major Collector

Exhibit "A"

342	WILDWOOD TR	7686	Street	City Street
343	WILGEMEN DR	573	Street	City Street
344	WILLARD LN	419	Street	City Street
345	WILLIAMS ST	1326	Street	City Street
346	WILLIAMSBURG DR	1031	Street	City Street
347	WILLOW ST	346	Street	City Street
348	WILSON DR	1293	Street	City Street
349	WOODLAND SQ	2587	Street	City Street
350	WOODLAWN AV	1116	Street	City Street
351	WOODSIDE DR	1578	Street	City Street
352	YAUPON ST	273	Street	City Street
353	YELLOW PINE DR	2639	Street	City Street
354	YORK DR	182	Street	City Street
355	YORKTOWN PT	1052	Street	City Street

Appendix K

Benchmarks & Performance Criteria - Drainage Requests

Item No.	Description	Quality Benchmark	Production Benchmark per Man Hour	Response Time Benchmark
70	CATCH BASIN BROKEN - Repair concrete catch basin	Current Petal Construction Standards	1 per man-hour	22 days
71	CATCH BASIN NOT DRAINING - Unplug and clean catch basin	Current Petal Construction Standards	Current standards per man-hour	5 days
72	DITCH NOT DRAINING - Unplug and clear ditch	Current Petal Construction Standards	160 LF per man-hour	12 days
73	INSTALL PIPES - Remove and replace storm drain pipe	Current Petal Construction Standards	1-80" - 100" of storm drain removed and replaced per crew day 1-40" - 40 LF of storm drain removed and replaced per crew day	22 days
74	OVERGROWN DITCH - Cut grass, weed, and grade	Current Petal Construction Standards	160 LF per man-hour	12 days
75	STORM DRAIN SIZE - Remove and replace storm drain pipe	Current Petal Construction Standards	1-80" - 100" of storm drain removed and replaced per crew day 1-40" - 40 LF of storm drain removed and replaced per crew day	22 days
76	STORM PIPE BROKEN - Remove, replace, or repair storm drain pipe	Current Petal Construction Standards	1-80" LF of storm drain removed and replaced per crew day	22 days

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79	STORM PIPE COLLAPSED - Remove, replace, or repair storm drain pipe	Current Petal Construction Standards	40 LF of storm drain removed and replaced per crew day	12 days
80	STORM PIPE PLUGGED - Unplug and clear storm drain	Current Petal Construction Standards	25 LF per man-hour	5 days
81	STREAM BANK EROSION - Install erosion control measure	Current Petal Construction Standards	15 SY per man-hour	7 days
82	WATER STANDING - Clean drainage system	Current Petal Construction Standards	160 LF per man-hour	12 days

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

Appendix L

Benchmarks & Performance Criteria - Drainage Routine Maintenance

Item No.	Description	Quality Benchmark	Production Benchmark per Man Hour	Response Time Benchmark
83	DITCH CLEANING	Current Petal Construction Standards	Using storm drainage maintenance plan clean all ditches as indicated by time schedule - 160 LF per man-hour	On going
84	SUBSURFACE DRAINAGE SYSTEM CLEANING (PIPS & INLETS), including TV, cameraing and weep hole cleaning of concrete channel	Current Petal Construction Standards and EPA Stormwater Phase II requirements	Clean 100 LF per man-hour using a systematic approach	On going

Note: Response time benchmark includes two days for administrative dispatching, paperwork, etc.

Exhibit "A"

Appendix M

Listing of Annual Parades and Special Events

Christmas Parade Beginning at Dirt Cheap on North Main and ending at City Hall
July 4th Celebration at Petal River Park
Homecoming Parade each Autumn
Spring JAM
Fall JAM

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Appendix N

Weed Trimming & Sidewalk Cleaning Schedule

Sidewalks shall be cleaned and weeds along the sidewalks shall be trimmed along North/South Main and East/West Central every 4 weeks beginning on the first Monday of each March until the last Monday of October.

After constructed, sidewalks shall be cleaned and weeds along the sidewalks shall be trimmed along Matthews Branch every 4 weeks beginning on the first Monday of each March until the last Monday of October.

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Appendix O

Mowing of Gandy

Highway 42/Gandy shall be mowed and medians weed trimmed every 4 weeks beginning on the first Monday of each March until the last Monday of October.

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