



BOARD OF ALDERMEN REGULAR MEETING

November 21, 2023

6:00 PM

Board Room • 119 W 8th Ave, Petal MS

MINUTES

CALL TO ORDER Mayor

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 Bullock.

Pledge of Allegiance was recited.

ADOPT AGENDA

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

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

CONSENT AGENDA

- Minutes - Regular Meeting of November 7, 2023
- Privilege License Report for October 2023
- Pine Belt Regional Solid Waste FY2023 Audit
- Proofs of Publication
 - Solid Waste FY2023 Report

Motion made by Alderman Bullock, Seconded by Alderman Stringer.

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

PUBLIC COMMENT

Dan Beeson addressed Board about the Historical Committee. They want to partnership with the City of Petal Senior Center as a surplus space.

Keith Ball also addressed Board about Committee and Resources.

Motion to allow the Historical Committee to coordinate with Recreation Director for use of office space at the Senior Center at no charge.

Motion made by Alderman Brickson, Seconded by Alderman Stringer.

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

Joel Parker addressed Board about water bill located at 300 Ford Dr. Asking for the Board to combine his adjustment to one instead of two because bill ran into month of November.

Motion to authorize a second adjustment to water services billed to 300 Ford Dr after verifying at the meter that there is no longer a leak.

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

PROCLAMATIONS & RESOLUTIONS

Request to adopt Governor's proclamation setting the following State Holidays.

Thanksgiving - Thursday, Nov. 23 and Friday, Nov. 24

Christmas - Monday, Dec. 25 and Tuesday, Dec. 26

New Year's - Monday, Jan. 1, 2024

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

BIDS — QUOTES

OLD BUSINESS

GENERAL BUSINESS

Request to declare emergency at Plant A due to pump failure per ClearWater Solutions. (CWS)

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

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

Request to declare emergency due to sewer line on Carterville Rd per Shows, Dearman & Waits recommendation. (SDW)

Motion made by Alderman Strickland, Seconded by Alderman Brickson.

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

Request to accept Engineering Agreement with Shows, Dearman & Waits for Railroad Culvert Improvements. (Steele)

Motion made by Alderman Steele, Seconded by Alderman Stringer.

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

Request to accept donation of 2012 Chevy Tahoe, Vin# 1GNLC2EO3CR209653, from the Petal School District. (Chief Hendry)

Motion made by Alderman Lott, Seconded by Alderman Stringer.

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

Request to authorize the Mayor to execute retention agreement with the law firm of Weisbrod, Matteis & Copley, PLLC to represent the City for PFA Contamination. (R Eaton)

Exhibit "A"

Agreement

Motion made by Alderman Nobles, Seconded by Alderman Steele.

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

Request to refund cash bond in the amount of \$4500.00 to A Quick Release Ball Bond Co for R Christian. (Court Clerk)

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

Request to refund cash bond in the amount of \$3500.00 to A Quick Release Bail Bond Co for L. Dye. (Court Clerk)

Motion made by Alderman Bullock, Seconded by Alderman Stringer.

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

Request to accept Agreement with All Pro Recycling for Cardboard Recycling at a cost of \$100.00/pull. (L Potvin)

Exhibit "B"

Agreement

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

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

Voting Abstaining: Alderman Bullock

Request to adjust water services billed to the following due to leaks:

204 E 6th Ave - \$680.25

210 Ogilsvie - \$194.00

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

Request to approve conditional use allowing a metal accessory building greater than 500 sq ft without a facade for property located at 206 Springfield Rd, Parcel #3-021G-29-001.01 per the Planning Commission recommendation. (A Heath)

Motion made by Alderman Bullock, Seconded by Alderman Lott.

Voting Yea: Alderman Brickson, Alderman Nobles, Alderman Strickland, Alderman Stringer

Voting Abstaining: Alderman Steele

Request to approve a special exception allowing more than one accessory structure on property located at 206 Springfield Rd, Parcel #3-021G-29-001.01 per the Planning Commission recommendation. (A Heath)

Motion to approve the Special Exception for one year.

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

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

Voting Abstaining: Alderman Steele

Request to pay Estimate #4 in the amount of \$70,062.50 to Holliday Construction, LLC for Sherry Lynn Dr Culvert replacement per Shows, Dearman & Waits recommendation. (City Clerk)

Motion made by Alderman Steele, Seconded by Alderman Stringer.

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

SEMINARS & TRAVEL

Request for the following to attend TECC school at the State Fire Academy on Dec. 12-14, 2023. Total cost: \$568.00

Doug Shepherd, Daniel Klem, Destin Chandler, Chance Gardner

Motion made by Alderman Stringer, Seconded by Alderman Lott.

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

Request for Zach Cook to attend Ballistic Breaching School in Byhalia, MS on Feb 21-23, 2024. Total cost: \$825.00 (Chief Hiatt)

Motion made by Alderman Lott, Seconded by Alderman Bullock.

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

Request for Rocky Eaton to attend Winter MMA. Total cost: \$200.00 (Attorney)

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

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

ORDERS & ORDINANCES

Request to adopt order hiring Ciara Fairly as 3rd Class Firefighter at a rate of \$12.1083 per hour effective Nov. 29, 2023. (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 Ciara Fairly be
Hired as 3rd Class Firefighter at a rate
Of \$12.1083 per hour effective
November 29, 2023

So ordered this the 21st Day of November 2023

Motion made by Alderman Stringer, Seconded by Alderman Steele.

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

Request to adopt order promoting Lee Gilliland to Captain at a rate of \$21.6346 per hour effective Nov. 29, 2023. (Chief Hendry)

Order

Whereas the Mayor and Board of Aldermen
Of the City of Petal deem it necessary to
Promote Lee Gilliland in the Fire Dept

It is hereby ordered that Lee Gilliland
Be promoted to Captain (80-hour) at a
Rate of \$21.6346 per hour effective
November 29, 2023

So ordered this the 21st day of November 2023

Motion made by Alderman Stringer, Seconded by Alderman Lott.

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

MAYOR'S REPORT

Mayor wants to have a workshop on December 5th, 2023, to discuss mechanic shops and asked the Board to try to have their list of roads to pave by the second week of December 2023.

CONSIDERATION OF COMMITTEE, COMMISSION AND BOARD MATTERS

LEGAL

ADJOURN

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



Melissa Martin
Melissa Martin, City Clerk

Tony Ducker
Tony Ducker, Mayor



November 13, 2023

Re: WMC Letter of Representation in
PFAS Contamination Cases

Dear City of Petal:

We are pleased that You have made the decision to retain Weisbrod
Matteis & Copley PLLC ("WMC") to provide legal services to You.
This letter describes the services that WMC will provide, its fees for
legal services, and information about our working relationship.

Scope of Representation

WMC agrees to advise and represent the City of Petal (hereinafter,
"You") in connection with a claim for damages suffered by You as a
result of contamination caused by or attributable to manufacturers
and distributors of Aqueous Film-Forming Foams ("AFFF"), which
contains polyfluoroalkyl substances ("PFAS") including
perfluorooctanoic acid ("PFOA") and perfluorooctane sulfonic acid
("PFOS"), which can be harmful to human health. (the "Claim").
Principal defendants include 3M, Dupont, Chemours, Tyco Fire
Products LP, and Chemguard, Inc. ("Defendants").

Our representation will incorporate all aspects of Your Claim including
negotiations and correspondence with the defendants, and the filing
of judicial actions. WMC will work diligently and efficiently to achieve
Your goals. However, WMC cannot guarantee a particular result.

We must clarify that this professional services agreement covers our
representation of You, but not Your individual members and/or
owners.

1

However, WMC is ready and willing to assist You in protecting the
health and safety of Your members and/or owners, and to meet with
them to provide information and educate them about their rights.

**WMC will represent Your members and/or owners who so desire
in personal legal claims if they have at least one of the following
conditions or diseases: kidney cancer, testicular cancer, thyroid
disease, ulcerative colitis, bladder cancer, blood cancer
(including leukemia, Hodgkin lymphoma, non-Hodgkin
lymphoma, and multiple myeloma) breast cancer, liver cancer,
pancreatic cancer, or prostate cancer.**

The economic terms related to any representation of Your members
and/or owners will be reflected in an individual agreement with such
member and/or owner.

Fees and Expenses

This is a contingency fee arrangement. You are not responsible for
the payment of any sum to WMC for its services unless WMC is
successful in obtaining a sum of money or relief in equity for Your
Claim. If successful, whether as a result of a settlement, judgment,
award or otherwise. You agree to pay WMC the Contingency Fee of
thirty-three percent (33%) of any recovery, prior to deduction of Direct
and Indirect Costs ("Contingency Fee").

WMC is responsible for the advance payment of all expenses ("Direct
and Indirect Costs"), including expenses related to an estimate of
damages and/or an expert that may be sent to review and document
all the damages suffered. Direct and Indirect Costs also include court
filing fees, witness fees, expert witnesses, court reporters, and other
reasonable amounts that WMC would pay in advance in connection
with litigating Your Claim.

You will reimburse WMC from Your portion of the recovery for all that
they have paid in advance in Direct and Indirect Costs. For example,
if You recover \$100,000 and WMC invested \$2,000 in Direct and
Indirect Costs upfront, the payments would be as follows: The

2

mandate does not authorize WMC to enter into a binding liquidation
agreement on Your behalf without first obtaining Your informed
consent to settle.

Unrelated Representations Regarding Claims Before the Courts

WMC also represents and will continue to represent various clients in
a wide range of matters, including environmental matters and class
action matters. WMC will not make a claim or file litigation against
You.

Your representation could involve rights or claims against insolvent
companies or entities in financial distress. WMC may also represent
other clients (including Your members and/or owners) with claims
against those insolvent companies and other entities with limited
assets, and if a claimant is successful in their claim, may reduce the
pool of assets available to satisfy Your claims and the claims of other
creditors.

Cooperation Responsibility

To effectively advance Your Claim, we will require Your assistance
and collaboration. Accordingly, You, or Your designee, must be
available for occasional consultation with WMC, to preserve relevant
documents, and to assist WMC in locating, copying, and notarizing its
relevant documents, to assist WMC in responding to any discovery
requests, to be available to testify at a deposition and/or trial, and to
comply with any other reasonable request by WMC.

Confidentiality Toward the Client

WMC holds communications from all current and former clients
(including You) in strict confidence. You agree that You will not have
access to or have any right to the secrets and confidences of other
WMC clients. You also agree that, while represented by WMC, WMC
is authorized to enter into confidentiality agreements (or other similar
agreements) that WMC deems necessary to protect Your confidential
information. Finally, You agree that WMC may provide certain work

4

Contingency Fee would be \$33,000 and Your recovery item would be
\$67,000. You would then reimburse WMC \$2,000 out of Your 67%
share for Direct and Indirect Costs.

At WMC's discretion, other consultants may also be retained to assist
in the expeditious processing of Your Claim. WMC may also obtain
funds from funders to facilitate the processing of Your Claim and
WMC may pledge its own rights to recovery of fees and expenses to
that funder.

You approve of Your board attorney being associated by WMC to
serve as local counsel and to be paid 15% of the 33% attorney fees,
after expenses are deducted.

**Presentation and Granting of Documents, Management of
Payments, and Mandate**

You expressly grant a limited mandate to WMC to submit and deliver
any documents, including, without limitation, claim forms and
confidentiality agreements that WMC deems necessary; and accept,
endorse, and deposit into WMC's client trust account any check, wire
transfer, money order, or other payment issued by or to You pursuant
to any judgment, court order, or agreement authorized by You.

You authorize WMC to prepare and serve any documents, as
necessary, to indicate that all payments submitted must be jointly
issued in the name of WMC. WMC will promptly notify You of any
payment received on Your behalf and will deposit the payment into
WMC's customer trust account. WMC will promptly provide You with a
statement detailing the final outcome of the matter, detailing any
disbursements that have been made. Once You have approved and
signed the settlement statement, WMC will deduct WMC's
Contingency Fee and Direct and Indirect Costs and send You the
remaining amount to which You are entitled.

The foregoing limited mandate will authorize WMC to endorse and
deal in instruments provided pursuant to an agreement with respect
to Your Claim only if You approve the agreement. The limited

3

product related to Your Claim to certain third parties including
associate attorneys, surveyors, consultants, funders, sponsors, and
document management service providers.

Dispute Resolution

In the unlikely event that a dispute arises between You and WMC
regarding the services provided under this legal representation
agreement, WMC will attempt to resolve it amicably with You. In the
event You and WMC are unable to resolve such a dispute within a
reasonable period of time, the dispute will be submitted to a binding
arbitration process before a single AAA arbitrator. This agreement will
be governed by the laws of the State of Mississippi. The agreement
to arbitrate any dispute related to our representation does not
preclude Your right to file a disciplinary complaint against WMC.

Termination of Agreement

We are confident that this agreement will lead to a mutually
satisfactory professional relationship. However, You have the right to
terminate this commitment at any time by giving us written notice of
termination. WMC also has the right, subject to its responsibilities
under applicable ethics rules, to terminate this engagement by
providing written notice to You of WMC's decision to terminate Your
representation. In the event You terminate our representation after
substantial work has been performed by WMC or after a final decision
has been reached on Your Claim, WMC will be entitled to the full
Contingency Fees plus the reimbursement of any Direct and Indirect
Costs, as well as court-ordered fees, if any.

In the event that You terminate our representation prior to such final
decision, and You eventually recover funds based on Your Claim,
WMC will be entitled to payment of fees and costs based on the value
of the work performed under the applicable laws regarding the
termination of contingency fee agreements. (Because this is a
contingency fee arrangement, it is not contemplated that You pay
WMC's usual hourly rates as these services are provided pursuant to

5

the agreement; however, we let You know that the rates WMC
normally charges to its clients range from \$340 to \$750 per hour.)

Upon termination of our representation upon written request, Your
documents and property will be returned to You. Records related to
the matter that are the property of WMC will be retained for a period
of five (5) years.

We are pleased to know that You have hired WMC, and we look
forward to a fruitful collaboration as Your representatives.

Sincerely,

August J. Matteis, Jr.*
Weisbrod Matteis & Copley PLLC
3000 K Street NW, Suite 275
Washington, DC 30007
*Not admitted to the practice of law
in Mississippi

AGREED AND ACCEPTED

On behalf of the City of Petal

11/22/23

Date

6



APPROVED
EXHIBIT "B"
NOV 21 2023

Malone Specialty Contractors, LLC
d/b/a All Pro Disposal & Recycling
1 Commerce Dr., Ste. 204, Hattiesburg, MS 39402
Dispatch: (800)735-1233 Fax: (601)-602-4369
WWW.ALLPRODISPOSAL.COM

Recycling Agreement

Customer Name: City of Petal

Customer Phone: 601-545-1776

Shipping Address: (Street, City, State, Zip): Deadend of Eastbrook Dr. Petal, MS 39465- Walmart

Billing Address (if different): 119 W. 8th Ave. Petal, MS 39465 and/or

Email Billing Address: lcampfield@cityofpetal.com

Site Contact Name & Number: Melissa Martin 601-545-1776

Container Size Description: 30yd basket with top

Pickup Schedule: Once a week - Monday is currently the set schedule

Fee for Rental & Service: \$100 per month rental plus \$100 for each swap

Effective Date of Agreement: Council Approved on 11-21-2023

Pricing is good for 12 months from effective date and will automatically be renewed if not renegotiated prior to anniversary date.

Terms of Agreement

1. "Will Call" customers via phone 800-735-1233; or by email apclerk@allprodisposal.com. Please allow up to 48 hours for pickup to occur.
2. Only clean cardboard and paper are allowed in the container and cannot exceed the top rail. Container is to be kept in a clean and sanitary condition and used only by the above customer. Customer shall be responsible for any damage to the container while on lease with All Pro.
3. Cardboard should be broken down flat. No plastic wrap, film or Styrofoam. If the contents of the container are determined to be hazardous, too heavy or overfilled, the recycler can deny servicing the box until needed adjustments are made.
4. This service agreement will be effective upon execution. Either party may terminate the agreement thirty (30) days prior to next service via written notification to the other.

X Leslee Potvin
Sales Representative

X Tony [Signature]
Customer Representative