



BOARD OF ALDERMEN REGULAR MEETING

August 17, 2021

6:00 PM

Board Room • 119 W 8th Ave, Petal MS

MINUTES

CALL TO ORDER

Roll Call, Invocation, Pledge of Allegiance

THOSE 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 Alderman Lott

Pledge of Allegiance recited.

ADOPT AGENDA

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

CONSENT AGENDA

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

- Minutes of Regular Meeting on August 3, 2021.
- Request to approve the proofs of publication.
Public Hearing - 804 S Main St.
- July 2021 Revenue and Expenditures report.

PROCLAMATIONS & RESOLUTIONS

Request to adopt resolutions from Property Cleanup hearing of August 17, 2021.

Exhibit "A"

Resolutions

155 N Railroad St

307 W Central Ave

Motion made by Alderman Strickland, Seconded by Alderman Stringer.

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

Request to adopt resolution declaring intent to levy 3% sales tax.

Exhibit "B"

Resolution

Motion made by Alderman Stringer, Seconded by Alderman Strickland.

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

BIDS — QUOTES

Request to accept quote from Sun Life for employee dental insurance eff Oct. 1, 2021 - Sept. 30, 2022.

Exhibit "C"

Quote

Motion made by Alderman Strickland, Seconded by Alderman Bullock.

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

Request to accept quote from Aetna for employee health insurance effective Oct. 1, 2021 - Sept. 30, 2022.

Exhibit "D"

Quote

Motion made by Alderman Bullock, Seconded by Alderman Stringer.

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

Request to accept quote from Sun Life for employee vision insurance eff. Oct. 1, 2021 - Sept. 30, 2022.

Exhibit "E"

Quote

Motion by Alderman Stringer, Seconded by Alderman Strickland.

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

OLD BUSINESS

GENERAL BUSINESS

Request to accept the Planning Commission recommendation to grant a special exception allowing firearm manufacturing at 804 S Main St.

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

Request to set a hearing date of Sept. 14, 2021 at 6:00 p.m. for property located at 0 Lakewood Dr.

Motion made by Alderman Bullock, Seconded by Alderman Stringer.

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

Request to set a hearing date of Sept. 14, 2021 @ 6:00 p.m. for property located at 1027 Hwy 42.

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

Request to set a hearing date of Sept. 14, 2021 at 6:00 p.m. for property located at 116 S George St.

Motion made by Alderman Bullock, Seconded by Alderman Steele.

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

Request to adjust water services in the amount of \$72.00 and late fees in the amount of \$10.80 billed to 2 Kimela Rd. due to a leak.

Motion made by Alderman Lott, Seconded by Alderman Strickland.

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

Request to pay Final estimate in the amount of \$22,772.45 for Meadowood St overlay per Shows, Dearman & Waits recommendation.

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

Request to accept Supplemental Agreement #1 in the amount of \$7,375.00 for 2021 Street Overlay.

Exhibit "F"

Supplemental Agreement #1

Motion made by Alderman Bullock, Seconded by Alderman Nobles.

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

Request to pay Estimate #2 in the amount of \$273,035.23 for 2021 Street Overlay per Shows, Dearman & Waits recommendation.

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

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

Request to accept the resignation of Michael K. Mott in the Recreation Dept effective August 6, 2021.

Motion made by Alderman Stringer, Seconded by Alderman Strickland.

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

Request to accept the resignation of Brooke Britt in the Police Dept effective August 2, 2021.

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

Request to reimburse Cody Crawford for purchase of honor guard equipment in the amount of \$288.47.

Motion made by Alderman Stringer, Seconded by Alderman Steele.

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

Request to accept Risk Allocation Agreement with Emergency Equipment Professionals for a loaner fire engine.

Exhibit "G"

Agreement

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

Request to approve the plans & specifications for Robert E Russell Sports Complex improvements and advertise for bids.

Exhibit "H"

Advertisement

Motion made by Alderman Stringer, Seconded by Alderman Strickland.

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

SEMINARS & TRAVEL

ORDERS & ORDINANCES

Request to adopt order transferring Todd Wilson from patrol shift to Animal Warden effective Aug 11, 2021.

Order

Whereas, the Mayor and Board of Aldermen of the City of Petal deem it necessary to hire an Animal Warden.

It is hereby ordered that Todd Wilson be transferred from patrol shift to Animal Warden at 80 hours per pay period effective Aug. 18, 2021.

So ordered this the 17th day of August, 2021.

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

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

Request to adopt order transferring Patricia Southerland to full time 1st Class Officer at a rate of \$17.7185 effective August 11, 2021.

Order

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

It is hereby ordered that Patricia Southerland be transferred from part time to full time 1st Class Officer at a rate of \$17.7185 per hour effective August 11, 2021.

So ordered this the 17th day of August, 2021.

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

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

Request to adopt order promoting Cole Morrow to 3rd Class Officer at a rate of \$16.66 per hour.

Order

Whereas the Mayor and Board of Aldermen of the City of Petal deem it necessary to promote Cole Morrow

It is hereby ordered that Cole Morrow be promoted to 3rd Class Officer at a rate of \$16.66 per hour effective August 18, 2021.

So ordered this the 17th day of August, 2021

Motion made by Alderman Nobles, Seconded by Alderman Stringer.

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

Request to adopt order setting accounting for court fines collected.

Exhibit "I"

Order

Motion made by Alderman Stringer, Seconded by Alderman Strickland.

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

Request to review Ordinance 2021-144 adopting new flood plain maps.

Motion made by Alderman Bullock, Seconded by Alderman Brickson.

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

PUBLIC COMMENT

Ken Seal - 11:00 Old Richton Rd Saturday night was passed by two vehicles doing about 60mph. Today there was an accident on Kelly Rose Lane and Old Richton Rd. Believes this intersection needs to be a 3-way stop. Lots of cars going through red light turning off of Hwy 42 onto E Central in the afternoons. Would like to see a delay on the light.

Peggy Madden - 1181 Hwy 11; Garbage bill; Mayor states we cannot forgive the bill. The only way to get a can back to her is to set her up on a hardship. She stated that she has no money to pay. Tony will try to get her in touch with some help.

Ada Madison - wants a SLOW sign put up on her road and speed bumps on Springfield Rd.

MAYOR'S REPORT

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, City Clerk

Mayor Tony Ducker

EXHIBIT "A"

RESOLUTION

Resolution finding and determining that the property located at 155 N Railroad St. in Petal, Mississippi and owned by Kacey & Maranda Hitson, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 155 N Railroad St., Parcel# 3-022N-35-086.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned,

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 155 N Railroad St., Parcel# 3-022N-35-086.00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 17th day of August, 2021 A.D.

(SEAL)

Tony Ducker, Mayor

ATTEST:

Melissa Martin, City Clerk

RESOLUTION

Resolution finding and determining that the property located at 307 W Central Ave. in Petal, Mississippi and owned by QSR Real Estate Holdings, LLC, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 307 W Central Av Parcel# 3-030C-02-081.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned,

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 307 W Central Ave., Parcel# 3-030C-02-081.00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 17th day of August, 2021 A.D.

(SEAL)

Tony Ducker, Mayor

ATTEST:

Melissa Martin, City Clerk

EXHIBIT "B"

RESOLUTION

A RESOLUTION DECLARING THE CITY OF PETAL'S INTENT TO LEVY, ASSESS AND COLLECT FROM EVERY PERSON, FIRM OR CORPORATION OPERATING HOTELS, MOTELS, BARS AND RESTAURANTS IN THE CITY OF PETAL, MISSISSIPPI, IN ADDITION TO ALL OTHER TAXES NOW IMPOSED, A TAX UPON THE GROSS SALES OF HOTELS, MOTELS, BARS AND RESTAURANTS IN THE AMOUNT OF THREE (3) PERCENT FOR THE PURPOSE OF PROVIDING FUNDS FOR THE PROMOTION OF TOURISM, PARKS AND RECREATION WITHIN THE MUNICIPALITY OF PETAL, MISSISSIPPI.

WHEREAS, on or about March 29, 2021, House Bill No. 1438 was approved by the Mississippi Legislature and approved by the Governor on April 5, 2021, authorizing the City of Petal to levy and collect from every hotel, motel, bar and restaurant within the city limits a tax, which shall be in addition to all other taxes and assessments imposed, in the amount of three percent (3%) of the gross sales, and

WHEREAS, the persons, firms or corporations liable for the tax shall add the amount of the tax to the sales price and shall collect, insofar as is practicable, the amount of the tax due by him from the person receiving the services or product at the time of payment thereof, and

WHEREAS, the proceeds of such tax shall be collected by the Department of Revenue on a form described by the Department of Revenue in the same manner that state sales taxes are computed, collected and paid, and

WHEREAS, such tax shall be effective October 1, 2021 and the proceeds of such tax shall not be considered by the City as general fund revenues but shall be dedicated to and expended solely to promote tourism and improve parks and recreation within the City of Petal, Mississippi, and

WHEREAS, the Board of Aldermen called for a special election in order to refer the action to the approval or disapproval of the electors of said Municipality of Petal; and

WHEREAS, on August 5, 2021, the special election passed with seventy-four percent of the qualified electors who voted, voting in favor of the tax;

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Municipality of Petal, County of Forrest, State of Mississippi, that the tax to be levied upon the gross sales of hotels, motels, bars and restaurants in the city limits of Petal be effective October 1, 2021, shall be three percent (3%).

After being reduced to writing, the foregoing Resolution was read and considered, section by section, and then as a whole, whereupon Alderman Stringer moved for its adoption, and after a second by Alderman Strickland, the following roll call vote was had:

Those present and voting "Aye"

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

Those present and voting "Nay"

None

Passed by the Board of Aldermen of the City of Petal on the 17th day of August, 2021.

CERTIFICATION

I, Melissa Martin, Clerk for the City of Petal, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the Board of Aldermen held on August 17, 2021 a quorum being present, in the Board Meeting Room and to be recorded in the Minute Books of said Board, said Board being the duly elected, qualified, and acting governing body of Petal.

Presented by me to the Mayor on this, the 18th day of August, 2021.

Melissa Martin, City Clerk

Approved, and signed by me on this, the 18th day of August, 2021.

Tony Ducker, Mayor

City of Petal
Dental Comparison
Renewal Date: 10/1/2021



		Current SunLife Dental	Renewal SunLife Dental
Benefits			
Deductible			
Individual		\$50	\$50
Family		\$150	\$150
Diagnostic & Preventive		100%	100%
Basic/Regular Restorative Services		80%	80%
Endodontics (Root Canal)		50%	50%
Periodontics (Gum Disease)			
Non Surgical		50%	50%
Surgical		50%	50%
Oral Surgery			
Simple		80%	80%
Complex		80%	80%
Major Services		50%	50%
Orthodontics		50%	50%
Lifetime Maximum		\$1,000	\$1,000
Age Limitation		Children Under 26	Children Under 26
Waiting Period		12 Months	12 Months
Participation Requirement		--	Current
Rate Guarantee		--	12 Months
Rates/Expos	67	Current	Renewal
Employee	40	\$29.92	\$32.61
Employee + Spouse	6	\$70.55	\$76.89
Employee + Child(ren)	3	\$70.55	\$76.89
Family	18	\$121.58	\$132.52
Monthly Premium		\$4,020.19	\$4,381.77
Annual Premium		\$48,242.28	\$52,581.24
Annual Dollar Change in Premium		--	\$4,338.96
% Rate Change		--	9%

Negotiated to 0%/Flat if Vision moves to SunLife / VSP

This is intended as an overview. Please refer to specific carrier proposals for details on coverages, conditions, and exclusions.

10/1/2021

EXHIBIT "D"



City of Petal
Medical Comparison
Renewal Date: 10/3/2021

Benefits	Current United Healthcare SFE 10010		Renewal United Healthcare SFE 10010		Option 1 BCBS MS		Option 2 Aetna	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible								
Individual	\$7,000	\$0,000	\$7,000	\$0,000	\$7,000	\$0,000	\$7,000	\$0,000
Family	\$14,000	\$0,000	\$14,000	\$0,000	\$14,000	\$0,000	\$14,000	\$0,000
Coinsurance %								
Individual	80%	80%	80%	80%	80%	80%	80%	80%
Family	80%	80%	80%	80%	80%	80%	80%	80%
Out of Pocket Maximum								
Individual	\$8,000	\$12,000	\$8,000	\$12,000	\$8,000	\$12,000	\$8,000	\$12,000
Family	\$16,000	\$24,000	\$16,000	\$24,000	\$16,000	\$24,000	\$16,000	\$24,000
Office Visit								
Primary Care Physician	\$25 Copay	Underage 18: \$0 Copay \$25 Copay	\$25 Copay	Underage 18: \$0 Copay \$25 Copay	\$25 Copay	Underage 18: \$0 Copay \$25 Copay	\$25 Copay	Underage 18: \$0 Copay \$25 Copay
Specialist	\$45 Copay	Underage 18: \$0 Copay \$45 Copay	\$45 Copay	Underage 18: \$0 Copay \$45 Copay	\$45 Copay	Underage 18: \$0 Copay \$45 Copay	\$45 Copay	Underage 18: \$0 Copay \$45 Copay
Urgent Care	\$30 Copay	Underage 18: \$0 Copay \$30 Copay	\$30 Copay	Underage 18: \$0 Copay \$30 Copay	\$30 Copay	Underage 18: \$0 Copay \$30 Copay	\$30 Copay	Underage 18: \$0 Copay \$30 Copay
Virtual Visit / Telemed	\$0 Copay	Underage 18: \$0 Copay \$0 Copay	\$0 Copay	Underage 18: \$0 Copay \$0 Copay	\$0 Copay	Underage 18: \$0 Copay \$0 Copay	\$0 Copay	Underage 18: \$0 Copay \$0 Copay
Preventive Care								
OHI	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
Adult	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered	No Charge	Not Covered
In-Patient Services								
Hospital	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network
Outpatient	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network
Facility	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network
Lab Testing	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network
X-Ray & Other Diagnostic	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network
Major Procedures	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network
Emergency Room								
ER Visit	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network
Prescription Drugs								
Tier 1	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network
Tier 2	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network
Tier 3	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network
Tier 4	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network	100% In-Network
Plan Details								
Plan Type	Individual	Individual	Individual	Individual	Individual	Individual	Individual	Individual
Plan ID	10010	10010	10010	10010	10010	10010	10010	10010
Annual Premium	\$800-\$848	\$800-\$848	\$800-\$848	\$800-\$848	\$800-\$848	\$800-\$848	\$800-\$848	\$800-\$848
Annual Dollar Change in Premium	-	-	-	-	-	-	-	-
% Rate Change	-	-	-	-	-	-	-	-

This is intended as an overview. Please refer to specific carrier proposals for details on coverages, conditions, and exclusions.

City of Petal

Vision Comparison

Renewal Date: 10/1/2021



✂ Recommendation

Benefits	Current United Healthcare Vision - \$0 Materials Copay		Option 1 SunLife Vision - \$0 Materials Copay		Option 2 United Healthcare Vision - \$25 Materials Copay		Option 3 SunLife Vision - \$25 Materials Copay	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Benefit Frequencies:								
Exam	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months
Lenses	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months
Frames	Once Every 24 Months	Once Every 24 Months	Once Every 24 Months	Once Every 24 Months	Once Every 24 Months	Once Every 24 Months	Once Every 24 Months	Once Every 24 Months
Contacts	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months	Once Every 12 Months
Copays								
Exam	\$10 Copay	Up to \$40	\$10 Copay	Up to \$45	\$10 Copay	Up to \$40	\$10 Copay	Up to \$45
Materials	\$0 Copay	See Below	\$0 Copay	See Below	\$25 Copay	See Below	\$25 Copay	See Below
Standard Lenses								
Single Vision	\$0 Copay	Up to \$40	\$0 Copay	Up to \$30	\$25 Copay	Up to \$40	\$25 Copay	Up to \$40
Bifocal	\$0 Copay	Up to \$60	\$0 Copay	Up to \$50	\$25 Copay	Up to \$60	\$25 Copay	Up to \$60
Trifocal	\$0 Copay	Up to \$80	\$0 Copay	Up to \$60	\$25 Copay	Up to \$80	\$25 Copay	Up to \$80
Lenticular	\$0 Copay	Up to \$80	\$0 Copay	Up to \$100	\$25 Copay	Up to \$80	\$25 Copay	Up to \$80
Standard Progressive	Up to \$70 Copay	Up to \$60	\$55 Copay	Up to \$50	\$55 Copay	Up to \$60	\$55 Copay	Up to \$60
Frames								
	\$130 Allowance + Up to 30% Off Overage	Up to \$45	\$130 Allowance + Up to 20% Off Overage	Up to \$70	\$130 Allowance + Up to 30% Off Overage	Up to \$45	\$150 Allowance + Up to 20% Off Overage	Up to \$80
Contact Lenses								
Elective	\$105 Allowance	Up to \$105	\$130 Allowance	Up to \$105	\$105 Allowance	Up to \$105	\$150 Allowance	Up to \$105
Medically Necessary	Covered in Full	Up to \$210	Covered in Full	Up to \$210	Covered in Full After \$25 Copay	Up to \$210	Covered in Full After \$25 Copay	Up to \$210
Participation Requirement	--		Assumed Current Participation		Assumed Current Participation		Assumed Current Participation	
Rate Guarantee	Under Rate Guarantee Thru 10.1.2022		24 Months		24 Months		24 Months	
Rates/Census	69	Current	Option 1		Option 2		Option 3	
Employee	49	\$8.49	\$8.91		\$7.91		- .62 \$7.87 3.94 PPP	
Employee + Spouse	9	\$15.66	\$16.44		\$14.58		- 1.14 \$14.52 7.26 PPP	
Employee + Child(ren)	2	\$16.41	\$17.23		\$15.28		- 1.20 \$15.21 7.61 PPP	
Family	9	\$24.57	\$25.80		\$22.88		- 1.80 \$22.78 11.39 PPP	
Monthly Premium		\$810.90	\$851.21		\$755.29		\$751.75	
Annual Premium		\$9,730.80	\$10,214.52		\$9,063.48		\$9,021.00	
Annual Dollar Change in Premium		--	\$483.72		-\$667.32		-\$709.80	
% Rate Change		--	5%		-7%		-7%	

CITY OF PETAL
EXHIBIT 1
11-18-2020
BOOK 38

400

This is intended as an overview. Please refer to specific carrier proposals for details on coverages, conditions, and exclusions.

EXHIBIT "F"

**THE CITY OF PETAL
2021 Overlay
SUPPLEMENTAL AGREEMENT NO. 1**

FORREST COUNTY, MISSISSIPPI

WHEREAS: We, Warren Paving, Inc., Contractor and Travelers Casualty and Surety Company of America, Surety entered into a contract with the The City of Petal on the 8th day of April, 2021 for the 2021 Overlay Project.

WHEREAS: The City of Petal has requested replacement of a 24" RCP along Hillcrest Loop for a Lump Sum price of \$7,375.00.

**Original Contract Price = \$399,518.60
Revised per Supplemental Agreement #1 = \$7,375.00
Revised Contract Amount = \$406,893.60**

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, Warren Paving, Inc., Contractor and Travelers Casualty and Surety Company of America, Surety, hereby agree that said Supplemental Agreement is hereby made a part of the Original Contract to be performed under the specifications thereof, and that the Original Contract is in full force and effect, except insofar as it might be modified by this Supplement Agreement.

DATED, this 9th day of AUGUST, 2021.

Warren Paving, Inc.

By: 
Contractor

Witness: 

The City of Petal, Mississippi

By: _____
Tony Duckor, Mayor

Witness: _____

EXHIBIT "G"

LOANED VEHICLE
RISK ALLOCATION AGREEMENT

I. The Parties

The Parties to this Agreement are:

- 1.1 Emergency Equipment Professionals, Inc., 6441 Hwy. 51N Horn Lake, MS 38637, hereinafter "EEP".
- 1.2 Petal Fire Department, 102 Fairchild Petal MS 39465, hereinafter, "Customer."

II. The Recitals

- 2.1 The Effective Date of this Agreement is May 18 Aug 2021.
- 2.2 EEP is the owner of a 2001, Pierce Enforcer Custom Pumper, Pierce Job #12353, ("Vehicle"). EEP has loaned this vehicle to Customer for Customer's use while their KME Aerial Cat is in repair, free of charge or rent EEP will provide all scheduled maintenance and repair. Customer will conduct routine daily checks such as fluid levels. EEP will provide fluids and make fluid level adjustments if necessary. Prior to accepting the Vehicle, Customer shall inspect and accept the Vehicle in the physical condition described below. Customer will return the Vehicle to EEP in the same condition, reasonable wear and tear arising from normal use and operation of the Vehicle, excepted.

Year	Make	Model	Job #
2001	Pierce	Enforcer	12353
Vehicle Condition		Out	In
Body		Good	
Undercarriage		Good	
Interior		Good	
Glass		Good	
Tires		New	
Odometer		055,210	
Fuel Level		Full	
Checked by:	<i>Joe Hendrix</i>		

- 2.3 The Parties desire to allocate the risk of operation of the Vehicle by Customer while the Vehicle is in the possession of the Customer but owned by EEP.

III. The Agreement

Therefore, the Parties Agree as follows:

- 3.1 **The Recitals.** The Recitals are a part of this Agreement.
- 3.2 **Allocation of Liability.** Customer agrees to assume liability for all loss, damages, claims, liabilities, judgments, costs, and expenses arising from Customer's use or possession of the Vehicle, while the Vehicle is owned by EEP. Customer also shall advise EEP promptly of any claim or demand involving the Vehicle or EEP.
- 3.3 **Prompt Notice.** EEP shall notify Customer promptly in writing of any matter for which EEP claims Customer is liable. Customer shall notify EEP promptly in writing of any failure of the Vehicle to operate according to specifications and of any incident that result in damage to the Vehicle or for which Customer claims EEP is liable.
- 3.4 **Term.** This is a short-term loan agreement. It begins on 18 August 2021 and ends at midnight on 17 March 2022 (the "Return Date"). Vehicle shall be returned on the Return Date or when repairs of the Customer's KME Aerial Cat are complete, or the Customer's new Suber pumper truck is delivered (whichever comes first). Extensions to the agreement will be authorized in writing by EEP and the City of Petal MS.
- 3.5 **Use Purpose.** The Vehicle is released to Customer for normal operational use of fire protection as the vehicle was designed for.
- 3.6 **Operation and Maintenance Expenses.** Customer shall provide or pay for all operating fluids such as fuel. Customer will perform daily checks of vehicle.
- 3.7 **Repairs.** In the event of mechanical breakdown, Customer shall make no repairs or modifications to the Vehicle without prior written authorization of EEP. Customer shall pay and be liable for all repairs arising out of any negligence of Customer, its employees, or agents. All such repairs shall be done in a workmanlike manner, using first class repairs and materials.
- 3.8 **Insurance.** Customer is self-insured and shall provide written proof upon return of signed agreement.
- 3.9 **Accidents, Damages.** Customer shall promptly notify EEP of any accident involving, or damage to, the Vehicle and shall provide EEP with copies of all reports, charges or citations prepared or filed by Customer, its insurer or any governmental authority. Customer shall make no repairs or modifications to the Vehicle without prior authorization of EEP. Customer shall pay and be liable for all repairs to the Vehicle, regardless of cause, arising out of Customer's use or possession of the Vehicle by Customer, its employees, agents, customers or invitees. All such repairs shall be done in a workmanlike manner, using first class repairs and materials.
- 3.10 **Other Responsibilities.** Customer accepts complete responsibility for operation of the Vehicle, including:

- a. The Vehicle shall be operated only by employees of Petal Fire Department who have been adequately trained in such operation by Customer and who hold a valid Drivers License and who otherwise are in, where applicable, compliance with the Federal Motor Carrier Safety Regulations.
- b. The Vehicle shall not be operated with loads in excess of GVW or GCW limits defined for the Vehicle.
- c. The Vehicle shall not be operated without all appropriate licenses and permits
- d. The Vehicle shall not be operated in violation of applicable federal, state, or municipal law.
- e. The Vehicle shall be operated only with attachments that EEP specifically authorized in writing.
- 3.11 **Loaned Vehicle Only.** Customer has neither legal nor equitable ownership of the Vehicle, but has only the right to use the same as provided by this Agreement. Ownership and title to the Vehicle shall belong at all times to EEP not withstanding any documentation given to Customer by EEP to permit its use by EEP. Customer shall not in any manner permit or cause the Vehicle to be mortgaged or to be made subject to any lien or security interest.
- 3.12 **No Consequential Damages.** In no event shall either party be liable for any loss of profits, other incidental or consequential damages, or inconvenience due to any theft, damage, loss, defect or failure of the Vehicle, or for time consumed in recovering, repairing, servicing or replacing the same, and there shall be no abatement or apportionment of the Term during such time.
- 3.13 **No Assignment or Sublease.** This Agreement may not be assigned by either party without the written consent of the other party.
- 3.14 **Inspection.** EEP may inquire at any time as to the location of the Vehicle and may inspect the Vehicle during normal business hours of Customer upon a 24 hour notice. Customer shall give EEP immediate notice of any levy attempted upon the Vehicle by any third party.
- 3.15 **Termination.** At the option of EEP this Agreement shall terminate immediately upon occurrence of any of the following:
 - a. Violations by Customer of any term or obligation to be performed by it under this Agreement that is not cured within thirty (30) days following written notice from EEP.
 - b. Operation of the Vehicle by any person not an agent or employee of Customer or otherwise authorized by Customer or any other person and not adequately trained in such operation.

Upon termination Customer shall cease to operate the Vehicle.

- 3.16 **Controlling Law.** The parties intend this Agreement to be executed in and interpreted, construed and enforced in accordance with the laws of the State of Mississippi.

- 3.17 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and negotiations with respect to the Vehicle being loaned to Customer hereunder. This Agreement may only be modified, amended, or supplemented by written amendment executed by authorized representatives of the parties. Failure by either party to enforce any term or condition herein or to exercise any of its rights hereunder, shall not be construed as thereafter waiving such terms, conditions, or rights. In no event shall any course of dealing, custom or usage of trade modify, alter, or supplement any of the terms or provisions contained herein.

PETAL FIRE DEPARTMENT	EMERGENCY EQUIPMENT PROFESSIONALS, INC.
By: <i>Tommy Duxia</i>	By: _____
Print Name: <i>Tommy Duxia</i>	Print Name: _____
Title: <i>Mayor</i>	Title: _____
Date: <i>8/17/21</i>	Date: _____
By: <i>Joe Hendrix</i>	By: _____
Print Name: <i>Joe Hendrix</i>	Print Name: _____
Title: <i>Fire Chief</i>	Title: _____
Date: <i>8/18/21</i>	Date: _____
Res: 9021	

EXHIBIT "H"

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Petal, MISSISSIPPI, will receive sealed bids until 10:00 AM on September 28, 2021 in the City Clerk's Office at City Hall, 119 W. 8th Avenue, and then at said location opened and read aloud for furnishing the City's requirements for the following:

**PARKING LOT PAVING AT THE
ROBERT E RUSSELL SPORTS COMPLEX
PETAL, MISSISSIPPI**

Official bid documents can be downloaded from www.sd-wprojects.com. Electronic bids can be submitted at www.sd-wprojects.com. For any questions relating to the electronic bidding process, please call Plan House at 662-407-0193. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

**BID:
PARKING LOT PAVING AT THE
ROBERT E RUSSELL SPORTS COMPLEX
PETAL, MISSISSIPPI**

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the BOARD on the 17th day of August, 2021.

CITY OF PETAL, MISSISSIPPI

BY: _____
Melissa Martin, City Clerk

City of Petal
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Publish on August 25 and September 1, 2021

EXHIBIT "I"

IN THE MUNICIPAL COURT OF THE CITY OF PETAL
STATE OF MISSISSIPPI

GENERAL ORDER ON METHOD OF APPLICATION OF PAYMENTS
RECEIVED FROM DEFENDANTS

CAME ON FOR HEARING, on the Court's own motion, *sua sponte*, the issue of the method of application of payments received from Defendants, and the Court having duly considered the matter, find as follows:

1.

Pursuant to Rule 26.6 of the Mississippi Rules of Criminal Procedure, the Court has the express authority to determine and order the method of application of payments received from Defendants. Therefore, the Court determines and orders that any payments received from Defendants shall be applied as follows:

- a. First, to pay any fines imposed against the Defendant;
- b. Second, to pay any and all court costs (as designated by statute) assessed against the Defendant;
- c. Third, to pay any state assessments assessed against the Defendant; and
- d. Fourth, to pay any restitution the Defendant has been ordered to make.

SO ORDERED AND ADJUDGED, this the 6th day of August, 2021.



T. MICHAEL REED
MUNICIPAL COURT JUDGE