



BOARD OF ALDERMEN REGULAR MEETING

September 19, 2023

6:00 PM

Board Room • 119 W 8th Ave, Petal MS

MINUTES

CALL TO ORDER

Roll Call, Invocation, Pledge of Allegiance

PRESENT

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

Invocation was offered by Craig Bullock.

Pledge of Allegiance was recited.

ADOPT AGENDA

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

CONSENT AGENDA

- Minutes - Public Hearing Sept. 5, 2023
- Minutes - Regular Meeting Sept. 5, 2023
- Minutes - Special Meeting Sept. 12, 2023
- Privilege License Report - August 2023
- Certificate of Attendance for Court Clerk Summer Conference - Michelle Strebeck
- Proof of Publication
 - Notice of Budget Hearing
- Retirement of William Criddle effective Sept. 30, 2023.

Motion made by Alderman Brickson, Seconded by Alderman Stringer.

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

PUBLIC COMMENT

Dr. Barbara Mauldin - Thank CWS for finding the existing sewer tap. Also discussed fluoridation of water. Understands Clear Water is in charge of the water.

Sylvina Buckley - Addressed the board requesting to close Morris St for a "Fall Festival". Saturday Oct. 21 from 10 a.m. - 3 p.m. Board advised that Ford Dr may be better. Advised to coordinate with Chief Hiatt.

Lamar Jones - In support of fluoridation of the water.

Karen Hession - Invited the Community to a fundraiser for New Hope Animal Shelter on Sunday.

PROCLAMATIONS & RESOLUTIONS

Request to adopt Proclamation declaring Sept. 17 - 23, 2023 as Constitution Week.

Exhibit "A"

Proclamation

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 adopt Resolution amending the FY2022-2023 budget. (City Clerk)

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

ORDERS & ORDINANCES

Request to adopt order hiring Paige Martin in the Water Dept. at a rate of \$12.00 per hour effective Sept. 20, 2023 pending drug screen/physical. (L Jackson)

Order

Whereas the Mayor and Board of Aldermen
Of the City of Petal deem it necessary to
Hire a full-time Clerk in the
Water Department

It is hereby ordered that Paige Martin
Be hired full time at a rate of \$12.00
Per hour effective Sept. 20, 2023

So ordered this the 19th day of September, 2023

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 adopt order hiring Tyler Roberts as 1st Class Patrol at a rate of \$18.32 per hour effective Sept. 20, 2023. (Chief Hiatt)

Order

Whereas the Mayor and Board of Aldermen
Of the City of Petal deem it necessary to
Hire a full-time Officer in the
Police Department

It is hereby ordered that Tyler Roberts
Be hired full time as 1st Class Patrol
at a rate of \$18.32 per hour
effective Sept. 20, 2023

So ordered this the 19th day of September, 2023

Motion made by Alderman Lott, Seconded by Alderman Stringer.

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

OLD BUSINESS

Request to accept Supplemental Agreement #1 with Valley Construction for Soccer Fields at Robert E Russell Sports Complex. (City Clerk)

Motion made by Alderman Stringer, Seconded by Alderman Lott.

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

GENERAL BUSINESS

Request to adjust services billed to 162 Lynn Ray Rd in the amount of \$1,465.00. (N Rowell)

Motion to set up a new account for 162 Lynn Ray Rd and waive the sewer requirement for 162 Lynn Ray Rd.

Motion made by Alderman Steele, Seconded by Alderman Stringer.

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

Alderman Strickland, Alderman Stringer

Request to dispose of one (1) JVC 55" TV, Asset #03051, in the Fire Dept. (Chief Hendry)

Motion made by Alderman Steele, Seconded by Alderman Stringer.

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

Request to disburse Medical Loss Ratio Rebate to employees per ACA Regulations. (City Clerk)

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

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

Request to refund cash bond for B Register in the amount of \$298.75. (Court Clerk)

Motion made by Alderman Stringer, Seconded by Alderman Lott.

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

Request to dispose of one (1) Frigidaire 40" Range, Asset #01847, in the Fire Dept. (Chief Hendry)

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 pay Estimate #1 in the amount of \$256,249.40 to T L Wallace Construction for Splash Pad at Friendly Park per Shows, Dearman & Waits recommendation. (City Clerk)

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 contract with Waste Pro for Solid Waste services. (City Clerk)

Exhibit "C"

Contract

Motion made by Alderman Brickson, Seconded by Alderman Stringer.

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

Request to adjust the following services billed due to leaks

34 Idell Circle - Water \$198.00, Late Fee \$38.44

70 Corinth Rd - Water \$500.00

600 S Main St - Water \$264.00, Sewer \$126.00

600 S Main St Sanctuary - Water \$357.00, Sewer \$112.00

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 pay Estimate #5 in the amount of \$261,380.47 to Warren Paving, Inc for 2022 Overlay per Shows, Dearman & Waits recommendation. (City Clerk)

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 \$114,813.67 to Holliday Construction, LLC for Sherry Lynn Dr. Culvert Replacement per Shows, Dearman & Waits recommendation. (City Clerk)

Motion made by Alderman Stringer, Seconded by Alderman Lott.

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

Alderman Strickland, Alderman Stringer

Request to pay Estimate #3 in the amount of \$147,654.27 to Jay Bearden Construction, Inc. for W 7th, Petal Dr., Hyland Dr. and Garden Lane Water Upgrades per Shows, Dearman & Waits recommendation. (City Clerk)

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 Letter of Engagement with Watkins & Eager for Government Affairs Consulting Services. (Mayor)

Exhibit "D"

Letter of Engagement

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 place a mobile home on the property located at 308 Cassill St. (R Shows)

Died due to lack of a motion.

Request to set a hearing date of Oct. 10, 2023 at 6:00 p.m. for property located at 126 S George St. (A Heath)

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

SEMINARS & TRAVEL

Request for Angel Dye to attend City Clerk Certification in Ridgeland, MS on Oct. 11 - 13, 2023 at a cost of \$931.00 + mileage. (City Clerk)

Motion by Alderman Strickland, Seconded by Alderman Stringer.

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

Request for Melissa Martin and Lynn Campfield to attend the Fall City Clerk Conference in Tupelo, MS on Oct. 18-20, 2023. Total cost: \$1142.00 + mileage (City Clerk)

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

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

Request for Drew Brickson to attend the 2023 Small Town Conference in Meridian, MS on Oct. 25 - 26, 2023. Total cost: \$125.00 (D Brickson)

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

MAYOR'S REPORT

Feather Banners aren't in compliance, kind of getting out of hand. Suggested time for Trick or Treat is Tuesday, Oct. 31 from 4:00 - 7:00

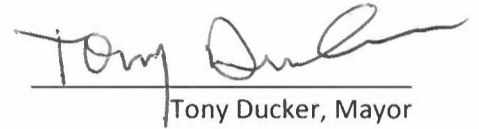
CONSIDERATION OF COMMITTEE, COMMISSION AND BOARD MATTERS

LEGAL

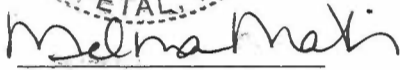
ADJOURN

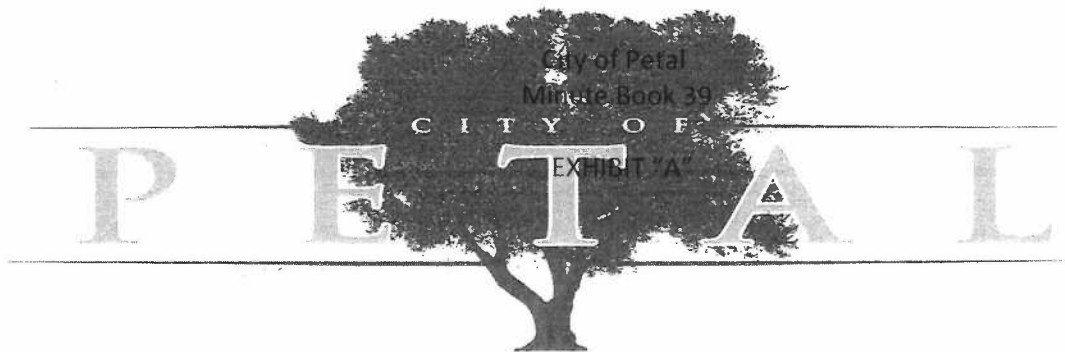
Motion made by Alderman Nobles, Seconded by Alderman Stringer.

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


Tony Ducker, Mayor




Melissa Martin, City Clerk



CONSTITUTION WEEK PROCLAMATION

Whereas: The constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

Whereas: September 17, 2022, marks the two hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Continental Convention; and

Whereas: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

Whereas: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

*Now, Therefore I, **Tony Ducker**, by the virtue of the authority vested in me as Mayor of the City of Petal, Mississippi do hereby proclaim the week of September 17 through 23 as*

CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Petal be to be affixed on the day.

Mayor Tony Ducker

RESOLUTION

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

That pursuant to Section 21-35-25 of the Mississippi Code of 1972, annotated and amended, the year commencing October 1, 2022 and ending September 30, 2023 requires amending and.

WHEREAS, by Section 21-35-25, the Mayor and Board of Aldermen do hereby amend the 2022-2023 fiscal budget as follows:

GENERAL FUND		INCREASE (DECREASE) BUDGET
001-001-345	Insurance Proceeds	4147.00
001-001-240	PSD Election	16504.00
001-001-353	Sale of Equip	2340.00
	Total Revenue	\$22,991.00
001-030-500	Election Supplies	(787.00)
001-030-600	Election Services	2292.00
	Total Election	\$1,505.00
001-100-530	Vehicle Repair/Maint	4147.00
	Total Police	\$4,147.00
001-160-480	Health Insurance	(11,842.00)
001-160-530	Vehicle Repair/Maint	1100.00
001-160-555	Operating Supplies	1647.00
001-160-605	Telephones	2200.00
001-160-610	Travel Expense	595.00
001-160-630	Utilities	2000.00
001-160-635	Repair/Maint Service	1800.00
001-160-730	Equipment/Furniture	2500.00
	Total Fire	\$-0-
	Expense Total	\$5,652.00

Road & Bridge		
104-001-252	Revenue from Forrest Co	42000.00
104-001-399.99	Beginning Cash in Bank	78,000.00
	Revenue Total	\$120,000.00
104-201-601	Professional Services	(197,500.00)
104-201-701	Road/Bridge Improvements	308,777.00
	Expense Total	\$111,277.00

WATER & SEWER

400-650-399.99	Beginning Cash in Bank	140,297.00
	Revenue Total	\$ 140,297.00
400-650-725	Infrastructure Improvements	140,297.00
	Expense Total	\$140,297.00

TOURISM/RECREATION FUND

115-001-260	Sales Tax	162,500.00
	Total Revenue	\$162,500.00
115-300-600	Professional Services	150,000.00
115-300-630	Utilities	3,000.00
115-300-635	Repair/Maint Services	9,500.00
	Total Expense	\$162,500.00

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

Those present and voting "AYE" and in favor of the Passage, adoption and approval of the Foregoing Resolution:

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

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

None

WHEREAS, the foregoing Resolution was duly passed, adopted and approved on this the 19th day of September,



MELISSA MARTIN, CITY CLERK

CITY OF PETAL, MISSISSIPPI

MAYOR TONY DUCKER

EXHIBIT "C"

their proposal (subject to any CPI adjustments that were required as set in the contract).

4. That the CITY and CONTRACTOR agree to an annual CPI Rate Adjustment. The rate(s) shall remain in effect through September 30, 2024. After the first annual period of this Contract and at the end of each successive annual period thereafter (September 30 of each year) during the remainder of the Contract (and including all renewal or extension terms), the annual compensation amount to be due and paid to the CONTRACTOR shall be positively adjusted, not to exceed 5%, according to the CPI Index compared to the annual base fee of the previous year using the Index for the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, U.S. City Average "Water and Sewer and Trash Collection Services".

5. That on or before the 3rd day of each month, the CONTRACTOR shall submit an invoice to the CITY. The CITY shall make payments to the CONTRACTOR on the basis of said invoice for work performed during the preceding calendar month by the 20th day of the same month.

6. No additional work or extras will be done unless the same shall be duly authorized by appropriate action by the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in - counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original contract.

WASTE PRO OF MS, INC: CITY OF PETAL:
By: Chris Lockwood By: Tony Duckert
Title: Regional Vice President Title: Mayor

such written notice shall be served, along with the validated documentation, by certified or registered mail, return receipt requested.

5. The Contractor agrees to comply with all applicable state, federal and local laws, rules and regulations, including, but not limited to the Davis-Bacon Act, the Contract Work Hours Standards Act, the Anti-Kickback Act, the Civil Rights Act of 1964, the Americans with Disabilities Act and the Occupational Safety and Health Act, as each of the same exists on the date hereof or as may be amended from time to time.
6. This Contractor may not assign or sublet, in whole or in part, by operation of law or otherwise, this Contract or any of its rights or obligations hereunder, to any person or entity without the prior written consent of the City, which consent shall not be unreasonably withheld.
7. Attached hereto and made a part of this Contract is a performance bond executed by a surety company licensed in the State of Mississippi and the amount prescribed in the City's proposal documents. This bond shall remain in force during the entire term of the Contract and any renewal thereof, and all premiums shall be paid by the Contractor.
8. This Contract does not and shall not be construed to create any partnership or agency whatsoever. This Contract shall be subject to and governed by the laws of the State of Mississippi. The services described shall comply with all applicable City, State of Mississippi, and United States of America laws, rules, regulations, codes and orders. The Invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision of this Contract. This Contract may only be amended in writing by mutual agreement of both parties and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives, this 20 day of September, 2023.

CONTRACTOR: CITY:
Waste Pro of Mississippi, Inc. City of Petal, Mississippi
By: Chris Lockwood By: Tony Duckert
Title: Regional Vice President Title: Mayor
Signature: Chris Lockwood Signature: Tony Duckert

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into on the 1 day of October, 2023, by and between Waste Pro of Mississippi, Inc., hereinafter called CONTRACTOR, and the City of Petal, hereinafter called the CITY:

WITNESSETH:

That the CONTRACTOR, for the consideration hereinafter fully set out, hereby agrees with the CITY as follows:

1. That the CONTRACTOR shall perform all of the work in manner and form as provided by the following enumerated specifications and documents, which are attached hereto and make a part hereof, as if fully contained herein:

Part 1 - Proposal Requirements, Part 2 - Contract Forms, Part 3 - Conditions of the Contract.

2. That the CONTRACTOR shall commence the work to be performed under this Agreement on a date to be specified in a written order of the CITY and shall fully complete all work hereunder within the specified consecutive calendar days in the Proposal.

3. That the CITY hereby agrees to pay to the CONTRACTOR for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, the amount of:

Service Area	Frequency	Approx. Units	Equipment	Price per month without disposal	Price per month with disposal
City of Petal (with yard debris)	One time/week	4,000	RL 95 gal carts	N/A	\$ 29.16

Unit dollar amount represents the total (based on option chosen) based on the estimated quantities and unit prices contained herein.

In the second year of the contract, if the City and Contractor mutually agree, the City will have the option to pay the disposal fees (including yard debris) directly to the landfill, relieving the Contractor from paying the disposal fees, and the unit price will be changed to the rate submitted by the Contractor in

SOLID WASTE SERVICE CONTRACT

This contract is made and entered into by and between Waste Pro of Mississippi, Inc. (hereinafter referred to as "Contractor") and the City of Petal, Mississippi (hereinafter referred to as "City")

WITNESSETH

For and in consideration of the mutual benefits and advantages each to the other as hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties agree that:

1. The Request for Proposal document and exhibits from the City, the CONTRACTOR'S proposal documents and correspondence concerning the proposal attached are hereby made a part of this Contract as fully and completely as if set forth in words and figures herein. Terms used herein shall have the same meaning as set forth in the General Provisions.
2. The work to be done and services to be performed, as more specifically disclosed by the aforesaid documents, the performance of which is covered by this Contract, is the regularly scheduled collection of solid waste, rubbish and bulky waste from all residential units and eligible small businesses within the geographic limits of the area delineated as the City limits, as well as the transportation of collected waste material and the delivery of collected waste materials to the City designated disposal site.
3. The Contractor agrees to furnish all equipment and personnel necessary for the timely and adequate performance of the work and services contemplated by this Contract and to faithfully perform the same in accordance with the Contract Documents to the satisfaction of the City and in accordance with the laws of the United States, the State of Mississippi, and the ordinances of the City. For these services, the Contractor shall initially be compensated the amount of \$ 29.16 per unit, subject to all provisions of this Contract, with reference to reductions, damages, or penalties arising from the performance of the Contractor. Provided, however, that the foregoing does not constitute a waiver or release of any claims Contractor may have against the City for breach of the terms of this Contract, or for damages resulting from the negligence or willful misconduct of the City, its employees, agents and subcontractors.
4. The initial Contract period shall commence on October 1, 2023 and end on September 30, 2025, provided however the City and the Contractor may extend the Contract period as described in the proposal documents prepared by the City. During the contract the City may provide a ninety (90) day notice of termination if at any time the Contractor is providing unsatisfactory recurring service and the Contractor may provide a ninety (90) day notice of termination due to non-payment by the City. Any

EXHIBIT "D"



Honorable Tony Ducker
Mayor of Petal
119 W 8th Ave
Petal, MS 39665

Re: Engagement to Perform Environment Matters Consulting Services

Dear Mayor Ducker:

Thank you for your interest in engaging with Walkins & Lager PLLC for state and federal government affairs consulting and lobbying services. The purpose of this letter is to provide you with a proposed scope of services, fee schedule, and related terms for your review, consideration and approval.

Walkins & Lager PLLC proposes to work with the City of Petal ("City") to impact state and federal legislation and policy through a variety of methods.

Walkins & Lager can support the City by helping them develop prioritized requests, assisting in producing compelling back-up material, and leveraging knowledge of process and relationships to explore and secure funds from a variety of sources at the state and federal level.

> Develop List of Priorities and Funding Sources

- c Help prioritize requests related to roads and drainage, critical infrastructure and level
- c Identify the top priorities and focus the state and federal delegation on achieving those goals first
- c Identify by program priorities and funding limits, identify which funding sources can cover which items on the budget of the highest priority projects)
- c Help create the rationale for the project to use with various funding agencies; complete fee funding

Walkins & Lager will address eligibility and put the project in the best possible light to complete the funding.

- > State and federal legislative support
 - c Work with the City to clearly define the requests, with specific requirements and justifications.
 - c Educate Mississippi Congressional staff on those needs and how to pursue legislative and Administrative credit
 - c Work with the State and Federal delegations on policy initiatives, legislative language, and possible checks for advancing those priorities
 - c Develop allies on effectiveness outside the MS delegation and among outside groups which are important
 - c Take advantage of committee hearings, nominations, and the appropriations process to advance certain initiatives
 - c Assist in developing team behind materials and other materials that communicate the justification for requests
- > Assist in the Application and Grant Award Process
 - c Support the City and its partners, grant writers, and other contractors in developing applications and supporting materials for the various funding programs
 - c Brief State and Congressional delegation on needs and justifications for requests
 - c Secure letters of support for applications from local delegation
 - c Facilitate the visits and escort leaders and staff to generate appropriate level of awareness and support
 - c Consider for funding
 - c Troubleshoot inevitable issues and eligibility hurdles to ensure the project is successful
 - c Brief staff of funding agencies throughout application preparation process to ensure they have all information needed
- > Congressional Work
 - c Assist with fly-ins to Washington, DC to meet with the delegation
 - c Assist with proposed agendas and purposes for DC trips
 - c Schedule all meetings and assist in logistical arrangements
 - c Assist in preparing briefing materials for participants, leave behind materials for the delegation, and other supporting materials as needed
 - c Prepare brief responses to the City and its partners prior to meetings
 - c Staff meetings and follow up after
 - c Invite the Members and staff to visit the City to learn more about needs and projects as needed
 - c Prepare agendas and logistics designed to highlight the justifications for those needs

If you agree with these proposed terms and conditions of our representation, please sign and return this letter. Please retain the original letter for your records. If you have any questions, about anything discussed in this letter, please let me know. Thank you.

Very truly yours,
WALKINS & LAGER PLLC
Gregg Harper

APPROVAL AND CONSENT

I have read the foregoing letter and understand its contents. I consent to having Walkins & Lager PLLC represent the City of Petal on the terms and conditions set forth above.

City of Petal
Mayor Tony Ducker
Date: 6/21/23

FEES

We understand that this engagement will require intensive and ongoing efforts at the federal and state level and much of the work of 2023 will be devoted to planning. Therefore, Walkins & Lager proposes the following structure for federal and state lobbying efforts.

- ✓ Monthly fee of \$5,000 beginning October 1, 2023, and extending through September 30
- ✓ Their expenses associated with this engagement (travel and meals for instance) will be billed separately, to and paid by the City.

TERM OF ENGAGEMENT

This engagement begins on October 1, 2023, and will run through September 30, 2023. If desired, both parties may negotiate to extend this agreement beyond the initial term and conditions that may be appropriate based on the scope of services and other factors.

BILLING

The firm's billings will be made on a monthly basis and will be due when submitted. Our statements will contain line items for the flat fee as well as an itemization of expenses, if necessary. If there is any question about billing or any of our statements, please contact me immediately.

CONFLICTS AND POSSIBLE AVOIDANCE, REPRESENTATIONS

We have completed a conflict of interest check during the process of opening this new matter for you and have found no conflict of interest. If any conflict should arise, we will notify you immediately.

TERMINATION OF ENGAGEMENT

Either party may terminate this arrangement with thirty (30) days written notice. All expenses incurred through the termination date will be due and payable within thirty (30) days of that date. Following termination of our engagement, any otherwise non-payable information that you have supplied to us, which is required by us, will be kept confidential in accordance with the applicable rules of professional conduct. At your request, the papers and property that have been delivered to us will be returned. Our own files, including lawyer work-product pertaining to the matter, will be retained by us for various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose any such items retained by us within a reasonable time after termination of the engagement.

TEAM MEMBERS AND RELEVANT EXPERIENCE



Gregg Harper
Member

First elected to Congress in 2009, Gregg served five terms representing Mississippi's 1st Congressional District. During his time in Congress, he served as a member of the influential House Committee on Energy and Commerce, which has jurisdiction over a broad swath of the economy, including healthcare, energy, transportation and telecommunications. On the Energy and Commerce Committee, Gregg served as Chairman of the Oversight and Investigative Subcommittee and Vice Chairman of the Digital Commerce and Consumer Protection subcommittee.

In addition, Gregg was selected by Speaker Paul Ryan to serve as the Chairman of the Committee on House Administration for the 115th Congress where he was instrumental in reforming the ways that Congress handles sexual harassment allegations. He was also the Chairman of the Joint Committee on the Library of Congress and served two terms on the Committee on Ethics.

Prior to being elected to Congress, Gregg practiced law for more than seven years, including serving as the prosecuting attorney for the towns of Brandon and Ridgeland, Mississippi. He served on the Mississippi Oil and Gas Board, and served as the board attorney for the Mississippi Baptist Children's Village.

Gregg's clients include Taram AARP, National Fragile X Foundation, Zyntha Pharmaceuticals, Seven Street, the City of Clarks, City of Slaters, Adams County and others.



Brent Bailey
Government Affairs Specialist

Brent Bailey serves as a Government Affairs Specialist for Walkins & Lager. He represents public and private sector clients at the state and federal levels and advises on many pending federal agencies, the White House, and the State of Mississippi. Brent has worked in various roles at Texas A&M University, the U.S. Government, and the U.S. Government. He also was involved in the management and operation of a program in various states. The program provided special mission aviation solutions to the U.S. Government. During the course of Texas, Brent was involved in business development efforts for federal and state government contractors. He also was involved in the management and operation of a program in various states. The program provided special mission aviation solutions to the U.S. Government.

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