



BOARD OF ALDERMEN REGULAR MEETING

November 05, 2024

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
Alderwoman Kim Stringer

Invocation was offered by Craig Bullock

Pledge of Allegiance was recited.

ADOPT AGENDA

Move #14 to beginning of meeting.

Motion made by Alderman Steele, Seconded by Alderman Brickson.

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

CONSENT AGENDA

- Minutes
 - Regular Meeting 10/15/2024
 - Special Meeting 10/24/2024
- Revenue & Expenditures - Sept 2024
- Proofs of Publication
 - Public Notice - Intent to Increase Solid Waste
 - Public Notice - Solid Waste Report for FY2024
- M Strebeck - Certificate of Completion, 2024 Court Clerks Conference
- Resignation of B Wells eff. 10/28/2024
- Resignation of K Oster eff. 10/28/2024

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

PUBLIC COMMENT

Libba Bayne - thought her property was up for revisit.

Trinity Baptist Church has a fundraiser on Nov. 15. \$10.00 per plate.

PROCLAMATIONS & RESOLUTIONS

Request to adopt Proclamation of the Governor setting the following as state holidays:

Thanksgiving - 11/28/2024 & 11/29/2024

Christmas - 12/24/2024 & 12/25/2024

New Year's - 1/01/2025

Motion made by Alderman Nobles, Seconded by Alderman Strickland.

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

BIDS — QUOTES

OLD BUSINESS

GENERAL BUSINESS

Request to accept MOU with MS Dept of Finance and Administration as related to SB2468 subsection (bt) for Katrina Lift Station naming Melissa Martin as the authorized representative for the City of Petal. (City Clerk)

Exhibit "A"

MOU

Motion made by Alderman Steele, Seconded by Alderman Nobles.

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

Request to accept MOU with MS Dept of Finance and Administration as related to SB2468 subsection (bu) for Chappell Hill Paving naming Melissa Martin as the authorized representative for the City of Petal. (City Clerk)

Exhibit "B"

MOU

Motion made by Alderman Nobles, Seconded by Alderman Strickland

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

Request to approve the docket of claims for the month of October 2024. (City Clerk)

Exhibit "C"

Docket

Motion made by Alderman Bullock, Seconded by Alderman Nobles.

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

Request to authorize the City Clerk to pay up to \$255,000.00 to Petal School District for pickleball/tennis courts per budget. (City Clerk)

Motion to authorize pending approval of a signed MOA between the City of Petal and Petal School District that specifies terms of access and use of the facility by public citizens.

Motion made by Alderman Lott, Seconded by Alderman Brickson.

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

Request to accept the Construction Engineering and Inspection Contract with Shows, Dearman & Waits for Old Richton Road Widening as approved by MDOT. (City Clerk)

Motion made by Alderman Steele, Seconded by Alderwoman Stringer.

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

Request to accept contract with Southern Pines for 2025 in the amount of \$15,000.00. (City Clerk)

Exhibit "D"

Contract

Motion made by Alderman Bullock, Seconded by Alderman Lott.

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

Request to authorize the mayor to execute service agreement with Pine Belt Regional Solid Waste Authority. (City Clerk)

Motion made by Alderman Lott, Seconded by Alderman Steele.

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

Request to distribute the MLR Rebate funds in equal amounts to employees meeting the following criteria per ACA regulations: (City Clerk)

- Employees must have been insured under the city's group UHC plan as of 9/01/2024
- Employees must be actively employed as of 11/01/2024

Motion made by Alderman Steele, Seconded by Alderman Strickland.

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

Request to waive UHC premium for employees for the month of November 2024 per renewal negotiations. (City Clerk)

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

Request to authorize the City Clerk to pay Estimate #2 in the amount of \$36,874.15 for Corinth Rd Culvert Replacement per Shows, Dearman & Waits recommendation. This payment will come out of the FY2024 budget. (City Clerk)

Motion made by Alderman Strickland, Seconded by Alderman Brickson.

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

Request to dispose of misc. non-working office machines in the Police Dept. (Chief Hiatt)

Motion made by Alderman Steele, Seconded by Alderman Lott.

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

Request to accept plans and specifications and authorize advertisement for bids on Old Richton Rd Widening per MDOT. (City Clerk)

Motion made by Alderman Bullock, Seconded by Alderman Steele.

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

Request to authorize adjustment in the amount of \$629.00 to water services billed to 100 Centre Circle due to a leak. (T Bivens)

Motion made by Alderman Steele, Seconded by Alderman Lott.

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

Request to accept quote from D & M Clark Construction, LLC in the amount of \$36,630.00 for erosion repairs on Old Richton Rd and Red Maple Trail per Shows, Dearman & Waits recommendation. (City Clerk)

Motion made by Alderman Brickson, Seconded by Alderman Nobles.

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

SEMINARS & TRAVEL

Request for Mario Weathersby and Cody Barber to attend Rope Rescue Training in Lamar County on 11/4 - 11/8/24. Total cost: 0 (Chief Sims)

Motion made by Alderman Strickland, Seconded by Alderman Nobles.

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

Request for Kaelin Wright to attend Hearing and Speech Awareness class in Meridian, MS on 11/14/2024. Total cost: \$265.24 (Chief Hiatt)

Motion made by Alderman Lott, Seconded by Alderman Bullock.

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

Request for Petal Fire to enter into an agreement with MS State Fire Academy for School Bus Extrication training in Petal, MS. Total cost: \$1030.00 (Chief Sims)

Motion made by Alderman Lott, Seconded by Alderman Steele.

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

Request for Chase Stafford to attend 1002 Driver Operator and Field Delivery at Hattiesburg Fire Dept on Nov. 4-15, 2024. Total cost: \$98.20 (Chief Sims)

Motion made by Alderman Lott, Seconded by Alderman Steele.

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

ORDERS & ORDINANCES

Request to adopt order hiring Aric Moody as a recruit firefighter at a rate of \$11.7521 per hour effective November 12, 2024. (Chief Sims)

Order

Whereas the Mayor and Board of Alderman
Of the City of Petal deem it necessary to
Hire a fulltime firefighter

It is hereby ordered that Aric Moody be
Hired as a Recruit Firefighter at a rate of
\$11.7521 per hour effective Nov. 12, 2024

So ordered this the 5th day of November 2024

Motion made by Alderman Nobles, Seconded by Alderman Lott.

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

Request to adopt order hiring Jeremy McIntosh as a recruit firefighter at a rate of \$11.7521 per hour effective Nov. 14, 2024 pending drug screen/physical. (Chief Sims)

Order

Whereas the Mayor and Board of Alderman
Of the City of Petal deem it necessary to
Hire a fulltime firefighter

It is hereby ordered that Jeremy McIntosh be
Hired as a Recruit Firefighter at a rate of
\$11.7521 per hour effective Nov. 14, 2024

So ordered this the 5th day of November 2024

Motion made by Alderman Lott, Seconded by Alderman Steele.

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

MAYOR'S REPORT

Waste Pro did not get all the yard debris.

Veteran's Day program on Monday, Nov. 11. Two ribbon cuttings on Thursday, Nov. 7 at Calvary Baptist Church and Hattiesburg Clinic.

Carla Irvin addressed the board regarding an old bill for garbage services.

Motion to find that Ms. Corley did not receive services or there were accounting issues on the bill and authorize the City Clerk to adjust charges prior to Aug 1, 2024.

Motion made by Alderman Brickson, Seconded by Alderman Steele

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

CONSIDERATION OF COMMITTEE, COMMISSION AND BOARD MATTERS

LEGAL

Clear the room to see the need for Executive Session.

Motion made by Alderman Brickson, Seconded by Alderman Nobles.

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

Enter into executive session for a personnel matter.

Motion made by Alderman Brickson, Seconded by Alderman Nobles.

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

Adjourn executive session.

Motion made by Alderman Brickson, Seconded by Alderman Nobles.

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

No official action was taken in Executive Session

Request to terminate employee #22359 in the Police Dept effective 10/29/2024. (Chief Hiatt)

Motion to accept the resignation of Kamryn McGee in the Police Dept effective 11/07/2024.

Motion made by Alderman Nobles, Seconded by Alderman Steele.

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

ADJOURN

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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



Melhiamati
Melissa Martin, City Clerk

Tony Ducker
Tony Ducker, Mayor

Government

MEMORANDUM OF UNDERSTANDING
CITY OF PETAL

Entity: _____
Authorized Representative: MELISSA MARTIN
Title: CITY CLERK Date: 11/06/2024
Address: P O BOX 564, PETAL, MS 39465
Telephone: 601-545-1776 EMAIL: MMARTIN@CITYOFPETAL.COM
Funding Amount : 500,000.00

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the Entity for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the Entity in paying costs associated with the local project (hereinafter the "Project") specified in Section 10 of Senate Bill 2468, 2024 Regular Legislative Session, Laws of 2024, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed the Funding Amount listed above (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, The Act, authorized expenditures for certain projects; and
WHEREAS, pursuant to the Act, the Legislature has appropriated funds to the Entity to pay the costs of the Project; and
WHEREAS, the Act authorizes the DFA to disburse monies to pay the costs of the Project; and
WHEREAS, the Entity shall maintain the Project Funds in a separate bank account; and

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WHEREAS, the DFA has requested the Entity to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the Entity is subject to the State's procurement laws; and

WHEREAS, the Entity agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the Entity agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter's end. The Entity shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the Entity that the funds on deposit for Entity should be disbursed to the Entity and that the Entity shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE ENTITY AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from upon written request of the Entity to pay the costs associated with the Project.

Section 2. The Entity certifies and agrees to make every effort to expend all funds received within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the Entity to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The Entity agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the Entity is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

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Section 4. The Entity agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The Entity agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The Entity agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the Entity will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The Entity agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

Entity's Authorized Representative Listed Above
Mississippi Department of Finance and Administration
Attention: Gilda Reyes, Deputy Executive Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dofa.ms.gov

Section 9. This MOU shall be effective from and after the DFA approval date.

IN WITNESS WHEREOF, the Entity has affixed its signature on the date indicated below.

Entity Name: CITY OF PETAL
By: [Signature] Date: 11/6/24
Name, Title

3

EXHIBIT A

The Entity shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

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Government

MEMORANDUM OF UNDERSTANDING
CITY OF PETAL

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Authorized Representative: MELISSA MARTIN
Title: CITY CLERK Date: 11/06/2024
Address: P O BOX 564, PETAL, MS 39465
Telephone: 601-545-1776 EMAIL: MMARTIN@CITYOFPETAL.COM
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Section 3. The Entity agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the Entity is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the Entity agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The Entity agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The Entity shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

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501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

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Entity Name: CITY OF PETAL
By: [Signature] Date: 11/6/24
Name, Title

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3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

City of Petal (Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors like HANCOCK PEST CONTROL, JACKSON COMMUNICATIONS INC., and JMW GRAPHICS.

City of Petal (Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists vendors like LOWES, MAYFIELD HEATING & AIR CONDITIONING, and MISSISSIPPI POWER CO.

City of Petal (Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists vendors like PETAL CHAMBER OF COMMERCE, PETAL OUTDOORS, and POLICY CENTER.

City of Petal (Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists vendors like SHOWS, DEARMAN & WAITS INC, SOUTHERN GAS AND SUPPLY, and THE PETAL NEWS.

Total for Lynn Campfield

Report Total:

1,155,579.98 1,155,579.98

CITY OF PETAL MINUTE BOOK "39" EXHIBIT "C"

City of Petal
(Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes vendors like ACE HARDWARE, ALL PRO DISPOSAL, ALLEN ENGINEERING AND SCIENCE, etc.

City of Petal
(Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes vendors like BARRONTOWN UTILITY ASSOC, BFMC, INC, BILL'S PLUMBING CO, etc.

City of Petal
(Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes multiple entries for DIXIE ELECTRIC POWER ASSN.

City of Petal
(Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes vendors like DIXIE ELECTRIC POWER ASSN, EMERGENCY EQUIPMENT PROFESSIONALS, EXPRESS SERVICES INC, etc.

CITY OF PETAL
MINUTE BOOK "39"
EXHIBIT "D"

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STATE OF MISSISSIPPI, CITY OF PETAL,
SOUTHERN PINES ANIMAL SHELTER CONTRACT

This contract between CITY OF PETAL and Southern Pines Animal Shelter (hereinafter the "Contract") is made as of January 1st, 2025 (the "Effective Date") by and between CITY OF PETAL (hereinafter "the Municipality") and SOUTHERN PINES ANIMAL SHELTER (hereinafter "Southern Pines") and runs through December 31st, 2025.

WHEREAS, Southern Pines (hereinafter "Animal Shelter") constitutes an animal shelter on property that it owns in Forrest County within the City of Hattiesburg and the Healthy Pet Clinic (hereinafter "Clinic") that is leases in Forrest county within the City of Hattiesburg; and

WHEREAS, the Municipality deems it to be in the best interest of the citizens of the Municipality to enter into a Contract with Southern Pines for the operation and administration of the Animal Shelter and Clinic for animals intaked by the Municipality's Animal Control Officer; and

WHEREAS, the Municipality and Southern Pines have agreed to this new Contract that will supersede and replace any previous agreements;

THEREFORE, the parties to this Contract, in consideration of these promises, the mutual covenants and conditions contained herein and other valuable consideration by each party hereto, do hereby agree to terminate existing agreements as of the Effective Date and covenant and agree as of the Effective Date as follows:

Article I. Services

Section 1.01 Southern Pines shall have physical possession and control of the Animal Shelter and Clinic and be responsible for ongoing maintenance of the building and all animals on the Animal Shelter and Clinic premises.

Section 1.02 During the Term of this Contract, Southern Pines will serve as the receiving organization for up to 200 Community Cats as delivered into its custody by the Municipality's agents as per the Sections below.

Section 1.03 A Community Cat is any fully or partially outdoor, free-roaming cat. These cats can be friendly, feral, young, old, owned, and/or stray.

Section 1.04 Community Cats eligible for this contract are at least 2 months old and 2 lbs in size, and they must be healthy and without obvious injury or illness.

Section 1.05 Municipality officers will deliver eligible Community Cats to Southern Pines Healthy Pet Clinic Monday-Wednesday of each week from 8am-2pm, with a maximum of 6 cats per day. Cats will not be accepted on other days. The Healthy Pet Clinic will alter, immunize against rabies, and

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Section 1.13 The Municipality officers must sanitize their vehicle and all used traps or enclosures between each animal using supplies provided by Southern Pines.

Section 1.14 Southern Pines shall employ a competent and qualified agent for executing the responsibilities under this Contract who shall report to the Board of Directors of Southern Pines.

Section 1.15 The operation, supervision, and management of the Animal Shelter shall be under the sole control of Southern Pines.

Section 1.16 Southern Pines is not responsible or liable for any equipment owned by the Municipality, or its agents, law enforcement officers, or citizens that is left on Animal Shelter or Clinic property.

Section 1.17 Southern Pines shall keep full and accurate operational records on all animals delivered into its custody by the Municipality and citizens, which records shall, among other information, include the date, place, reason, and manner whereby animals were brought into custody, together with a description of the animal and a record of its final disposition. All such records of Southern Pines shall upon reasonable request by the Municipality be made available to the Municipality or its designated agents for auditing purposes.

Section 1.18 Nothing herein shall impair the ability of Southern Pines, at its discretion, to receive and provide for the humane disposition of dogs and cats running at-large or delivered into its custody by municipalities or citizens. Any fees or expenses paid to Southern Pines from municipalities, citizens, or granting organizations and any moneys collected by Southern Pines as a result of fund-raising, program services, or other activities shall be the Southern Pines' sole money and not a set-off against fees to be paid by the Municipality.

Section 1.19 Southern Pines reserves the right to limit and/or halt all intakes from the public, the Municipality and its agents, law enforcement officers, and citizens, and all other municipalities in times of national, state, or local emergency; pandemic; internal emergencies; overcrowding; disease outbreak; and supply and/or staffing shortages. Southern Pines will notify the Municipality officials in cases where intake must be limited or halted and will implement a plan for normalizing intake as soon as possible.

Section 1.20 Southern Pines will not be compelled to euthanize animals where such euthanasia goes against the mission of the organization, state law, and/or local ordinance.

Section 1.21 Municipality officers/agents will identify and document a verifiable physical street address for where the animal is picked up, by said officers/agents, prior to delivering the animal to Southern Pines. Officers/agents will fully complete necessary forms at the time of impoundment. All other law enforcement, agents, and citizens are required to go through Southern Pines' regular surrender process and are not covered by this contract.

Section 1.22 Municipality officers and agents will wear gloves in the field and at the Animal Shelter or Clinic when handling all animals under 6 months of age and agree to change gloves between

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ear-tip these felines who will then be picked up by a Municipality officer the day after surgery from 9am-2pm to be released back to their original location.

Section 1.05 (a) Community Cats determined to be declawed will not be eligible for TNR and will be transferred to Southern Pines Animal Shelter and will be adopted, transferred, or humanely euthanized at the discretion of Southern Pines.

Section 1.06 Community Cats for whom return to field is not an option due to injury, illness, or age (under 2 months and/or 2 lbs) will not be accepted into the care of Southern Pines and will be the sole responsibility of the Municipality and its agents (unless option 2.01(f) has been approved as part of this signed contract).

Section 1.07 Cats picked up by Municipality officers with "tipped" ears (when the top of one ear has been removed) should be considered already altered and immunized and should not be brought to Southern Pines. Cats picked up by Municipality officers with rabies tags or other ID tags should be considered owned pets and should not be brought to Southern Pines.

Section 1.08 Once the Community Cat limit has been reached, the City may cease bringing Community Cats or may reach out to Shelter management to increase that number for an additional fee.

Section 1.09 Southern Pines observes the following holidays and is fully closed to the public and Animal Control on these days:

- New Year's Day
- Martin Luther King Jr. Day
- Easter Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Section 1.10 Under unusual circumstances where the chief executive of Southern Pines or his/her designee reasonably determines that an animal(s) cannot be adequately, safely, or humanely housed at the Animal Shelter or Clinic, or if the projected length of stay will adversely impact the animal's health as determined by Southern Pines' veterinary staff and/or chief executive of Southern Pines or his/her designee, Southern Pines will decline to accept the animal into its care.

Section 1.11 Community Cats will not be held for any stray hold period.

Section 1.12 Animals determined to be ill or injured to such an extent that it would be inhumane to allow said animals to live or be deemed a threat to the health and safety of Southern Pines' staff or the public based on the animal's behavior, Southern Pines shall have the right to humanely euthanize the animal(s) in accordance with state law and at the discretion of Southern Pines' veterinary staff and/or chief executive of Southern Pines or his/her designee, including before the conclusion of a stray hold period.

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groups of animals. All reasonable attempts will be made by officers and agents to reduce contamination of all animals, especially dogs and cats under 6 months of age.

Section 1.23 Officers and agents agree to keep all transportation vehicles, animal housing areas, and equipment in safe, sanitary, and working order. Southern Pines reserves the right to refuse intake of animals from vehicles and/or housing areas that are deemed to be unsanitary or unsafe.

Section 1.24 Animals that have been housed at any Municipal, nonprofit, and/or commercial housing or boarding facility are not eligible for intake at Southern Pines. This includes but is not limited to temporary or long term housing areas operated by the Municipality, shelters, rescues, or any unlicensed boarding facilities. Animals that have been housed at veterinary clinics for medical care or licensed boarding facilities during a court hold or other hold are excluded from this restriction.

Section 1.25 Animals from outside of the City Limits of Petal are not eligible for intake as part of this contract. Animals surrendered by their owner are not eligible for intake as part of this contract. Animals that have bitten a person and broken the skin within the 10 days and are not eligible for intake as part of this contract. In cases where it is determined by the City that an animal(s) must be held for a period exceeding the legal 5 day stray hold for any reason, the City agrees to contract with an alternative boarding or vet clinic for the duration of the hold, including in cases of court holds.

Section 1.26 Animals under 6 months of age shall never be placed on any ground, floor, or other surface aside from a sanitized trap, crate, or enclosure. Animals under 6 months of age shall never be handled without gloves.

Section 1.27 A Southern Pines agent will carry an operational cell phone at all times during operation hours. Municipality officers/agents must use this phone to notify Southern Pines agents of their arrival time and number/type of animals impounded when departing the pickup address so that a staff member may be deployed to unload and sanitize their vehicle.

Section 1.28 Towels, blankets, or other breathable cloth should be used to cover the traps or carriers to reduce stress and provide shade to the cats inside. These should not be reused for multiple cats and can be returned to the Clinic for clean ones.

Article II. Contract Fee

Section 2.01 For the fulfillment of the above Contract, the Municipality agrees to pay Southern Pines Animal Shelter the amount of FIFTEEN THOUSAND DOLLARS (\$15,000).

Section 2.01 The Municipality may choose to add any of the following services to their contract from the below menu at the listed annual fee. These costs will be added together to determine the Contract Fee for the 2025 Contract Year.

2.01(a): For TWELVE THOUSAND DOLLARS (\$12,000.00), residents and non-law enforcement agents of the Municipality will receive a 50% discount on surrender fees of all dogs and cats from the Municipality that are surrendered by appointment to Southern Pines Animal Shelter during the duration of this contract.

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2.01(h): For THREE THOUSAND AND FIVE HUNDRED DOLLARS (\$3,500.00), Southern Pines will conduct one free dog and cat rabies vaccination clinic for citizens in the Municipality during the Contract period.

2.01(c): For THREE THOUSAND AND FIVE HUNDRED DOLLARS (\$3,500.00), Southern Pines will conduct one free dog and cat spay/neuter clinic for up to 30 Municipality pets during the Contract period. We can conduct up to one of these events per month for \$3,500 each.

2.01(d): For TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,500.00), Southern Pines will conduct one free cat only spay/neuter clinic for up to 30 Municipality cats during the Contract period. We can conduct as many of these as the Municipality requests for \$2,000.00 each.

2.01(e): For THREE THOUSAND DOLLARS (\$3,000.00), Southern Pines agents will be available during business hours to accompany the Municipality's law enforcement officers on suspected animal abuse cases at their request and render their professional judgment regarding the health, safety, and humane conditions of suspected abuse cases. Southern Pines will provide mentorship regarding the Mississippi animal cruelty law and will be available for court proceedings that result from abuse cases.

2.01(f): For TWENTY FOUR THOUSAND DOLLARS (\$24,000), Southern Pines will accept injured, ill, and neonatal Community Cats into its care to receive a disposition at the discretion of Southern Pines Animal Shelter.

2.01(g): For NINETY THOUSAND DOLLARS (\$90,000.00) Southern Pines will serve as the receiving organization for up to 200 stray dogs from within Petal City, delivered to us by Petal City ACO.

Section 2.02 In consideration of the above-mentioned covenants of Southern Pines, the Municipality agrees to pay Southern Pines a yearly amount as determined by the Municipality in the amount of ~~FIFTEEN THOUSAND DOLLARS (\$16,000)~~. The fees set forth herein will be evaluated on an annual basis and may be increased or decreased by agreement of the parties hereto. There shall not be an automatic annual adjustment of fees; however, Southern Pines shall submit budget requests annually pursuant to the Municipality's usual budget procedures. The Municipality shall not be responsible for payment of costs of animals identified as not coming from the Municipality. Southern Pines will receive payments of 1/12 the Yearly Fee amount (~~ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS \$1,250 monthly~~) in the Municipality Budget in monthly installments OR the Municipality may choose to pay the full sum up front at the beginning of the contract year. Southern Pines is in charge of all aspects of managing the Animal Shelter and Clinic, including but not limited to: maintaining strict compliance with all applicable local, state, and federal rules and regulations, managing the budget, and diligently controlling all monetary aspects of the Animal Shelter and Clinic.

Article III, Management

Section 3.01 The parties agree Southern Pines shall own, operate, and maintain all aspects of the Animal Shelter located at 1901 North 31st Avenue, Hattiesburg, MS 39401 and Clinic located at 1304 Hardy St, Hattiesburg, MS 39401.

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Article IV Default and Remedies

Section 4.01 Default. Any one of the following events shall be deemed a default and a breach of this Contract, namely:

(a) If a party fails to observe or perform any of the terms, covenants or conditions of this Contract, and such failure continues after the expiration of 30 days from the date the non-defaulting party gives written notice to the defaulting party calling attention to the existence of such failure, provided however, that if the defaulting party cannot reasonably correct the default within said 30 day period, the defaulting party shall be given a mutually agreeable period of time to correct the default; or

(b) If a party is declared bankrupt or insolvent by judicial decree; or

(c) If a party takes the benefit of any federal reorganization; or

(d) If a party makes a general assignment for benefit of creditors.

Section 4.02 Rights in Event of Default. In the event of any default by a party as herein provided, the non-defaulting party at any time thereafter, shall have the right to terminate this Contract by giving the defaulting party written notice of such termination, whereupon, this Contract shall be regarded as canceled as of the date of the non-defaulting party's termination notice and to pursue all other remedies available at law or equity.

Article V. Miscellaneous

Section 5.01 Assignment. Neither Southern Pines nor the Municipality may assign this Contract or any of its rights or obligations hereunder without the other parties' written consent.

Section 5.02 Notices. All notices and other communications under this Contract shall be in writing and shall be deemed duly given if personally delivered or if mailed by registered mail or certified mail, return receipt requested, first class, postage prepaid as follows:

If to Southern Pines: P.O. Box 2021, Hattiesburg, MS 39403. Attn: Executive Director

If to the Municipality:

The parties shall be responsible for notifying each other of any changes in address or contact person(s).

Section 5.03 Entire Contract. This Contract contains the entire agreement between the parties hereto. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them, other than as herein set forth.

Section 5.04 Integration. This Contract is intended by the parties hereto to be an integration of all prior and contemporaneous promises, agreements, conditions, negotiations and undertakings between the parties hereto.

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Section 5.05 Modification. This Contract may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

Section 5.06 Partial Invalidity. If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby (provided that neither party is substantially denied the benefit of its bargain hereunder), and each term, covenant, condition and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

Section 5.07 Headings. The headings used in this Contract are for reference and convenience only, and shall not enter into the interpretation hereof.

Section 5.08 Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 5.09 Gender. Whenever herein the singular number is used, the same shall include the plural, and the masculine in gender shall include the feminine and neuter genders, and vice versa, all as the context shall require.

Section 5.10 Application of Law. It is the intention of the parties hereto that all questions with respect to the construction of this Contract and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Mississippi.

Section 5.11 Binding Effect. Subject to the limitations set forth herein, all of the covenants, conditions and obligations contained in this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

Section 5.12 No Joint Venture. Nothing in this Contract shall be interpreted or deemed to constitute the Municipality and Southern Pines as partners or joint ventures in regard to the transactions contemplated in this Contract, or in any aspect thereof.

Section 5.13 Delays. Neither party shall be responsible or liable, or deemed in breach hereof, to the extent the performance of their respective obligations hereunder are prevented or delayed due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such impediment to performance, including but not limited to acts of God; unusually severe weather; flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe; war, hostility or acts of a public enemy; riots; labor difficulties; fire, epidemics, quarantine restrictions; inability despite due diligence to obtain required licenses; fire; or other casualty for which such party claiming the Force Majeure is not responsible (such causes hereinafter called 'Force Majeure').

The party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance. The party experiencing the Force Majeure shall promptly give written notification to the other party. This written notification shall include a full and complete explanation of the Force Majeure and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. If performance

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by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period reasonably necessary to overcome the effect of the delay.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract in the amount of ~~INSERT AMOUNT~~ ^{\$16,000.00} as of the day and year first above written.

CITY OF PETAL, MISSISSIPPI

WITNESSES:

BY: 

Its,

SOUTHERN PINES ANIMAL SHELTER

BY:

Its, Ananda Paris Shelter Director



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