



## BOARD OF ALDERMEN REGULAR MEETING

December 21, 2021

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 Bullock.

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

#### CONSENT AGENDA

Motion made by Alderman Bullock, Seconded by Alderman Stringer.

- Minutes - December 7, 2021
- Revenue & Expenditures October 2021

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

#### PUBLIC COMMENT

NONE

Request to adopt order hiring Brandon Clark in the Fire Dept as a 2nd Class Firefighter effective December 30, 2021.

Order

Whereas the Mayor and Board of Aldermen  
Of the City of Petal deem it necessary  
To hire a full time firefighter

It is hereby ordered hat Brandon Clark  
Be hired full time as a 2<sup>nd</sup> Class Firefighter  
Effective December 30, 2021

So ordered this the 21<sup>st</sup> day of December

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 Ducker administered Oath for Brandon Clark

#### PROCLAMATIONS & RESOLUTIONS

Request to adopt resolution authorizing MOU with the Attorney General.

Motion made by Alderman Bullock.

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

## **BIDS — QUOTES**

### **OLD BUSINESS**

### **GENERAL BUSINESS**

Request to make intersection at Harvey and Jones St a four way stop.

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 add seventeen (17) street lights at Williamsburg Subdivision to the City's Dixie Electric account.

Motion made by Alderman Steele, 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 January 11, 2022 at 6:00 p.m. for property located at 405 W Central Ave.

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 set a hearing date of January 11, 2022 at 6:00 p.m. for property located at 210 W Central Ave.

Motion made by Alderman Stringer.

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

Request to accept Sole Source letter and quote from Municipal Emergency Services for SEEK TIC Cameras and accessories in the amount of \$6,452.91 to be purchase out of State Rebate Money.

#### Exhibit "A"

##### Sole Source Letter

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 accept rental agreement with Owens Business Machine per State Contract for printer/copier/fax at the Judicial Dept.

#### Exhibit "B"

##### Rental Agreement

Motion made by Alderman Lott, Seconded by Alderman Brickson.

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

Request to adjust water services billed to 102 West Dr. in the amount of \$230.00 due to a leak.

Motion made by Alderman Steele, Seconded by Alderman Bullock.

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

Request to waive sewer tap fee for property located at 309 W Central Ave.

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 Memorandum of Understanding with the Attorney General.

## Exhibit "C"

## MOU – Opioid Settlement

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**

Request to authorize Jeremy Brown to travel to Meridian on December 28, 2021. Total cost: \$148.59

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 authorize Emily Holder to attend Southern Regional Public Safety Institute beginning Jan. 9, 2022. Total cost: \$3600.00

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

**ORDERS & ORDINANCES**

Request to hire Shannon Heintz as Assistant to the Director in the Building Dept at a rate of \$15.00 per hour effective January 3, 2022.

## Order

Whereas the Mayor and Board of Aldermen  
Deem it necessary to hire a full time  
Assistant in the Building Dept

It is hereby ordered that Shannon Heintz  
Be hired full time in the Building Dept  
at a rate of \$15.00 per hour effective  
January 3, 2022

So ordered this the 21<sup>st</sup> day of December 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 Amanda Richardson to the Fire Dept as a Recruit Firefighter effective January 13, 2022.

## Order

Whereas the Mayor and Board of Aldermen  
Of the City of Petal deem it necessary  
To hire a full time firefighter

It is hereby ordered that Amanda Richardson  
Be transferred from the Water Dept to the Fire  
Dept as a Recruit Firefighter effective January 13, 2022

So ordered this the 21<sup>st</sup> day of December 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 orders setting new pay scale for Police and Dispatch effective Dec. 29, 2021.

## Exhibit "D"

## Orders

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 increasing the rate of pay for Katherine Lee in the Recreation Dept.

ORDER

Whereas, the Mayor and Board of Aldermen of the City of Petal do hereby deem it necessary to increase the pay rate of Katherine Lee.

It is hereby ordered that **Katherine Lee** be increase to a rate of \$15.53 per hour effective December 29, 2021.

So ordered on this the 21<sup>st</sup> day of December, A. D., 2021.

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

Request to adopt order increasing the salary of Josh Young in the Recreation Dept.

Order

Whereas, the Mayor and Board of Aldermen of the City of Petal do hereby deem it necessary to increase the rate of pay for Josh Young

It is hereby ordered that **Josh Young** be appointed Be increased to a salary of \$40,081.60 annually effective December 29, 2021.

So ordered, on this the 21<sup>st</sup> day of December, A. D., 2021.

Motion made by Alderman Steele, Seconded by Alderman Bullock.

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

Request to adopt order transferring Emily Holder to full time 4th Class Patrol effective December 29, 2021.

Order

Whereas the Mayor and Board of Aldermen Of the City of Petal deem it necessary to Hire a full time police officer

It is hereby ordered that Emily Holder be Transferred to Full Time 4<sup>th</sup> Class Patrol Effective December 29, 2021

So ordered this the 21<sup>st</sup> day of December 2021

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

**MAYOR'S REPORT**

WastePro will run regular schedule the next two weeks.

**CONSIDERATION OF COMMITTEE, COMMISSION AND BOARD MATTERS**

**LEGAL**

Clear the room for exec. session

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

Enter into exec. session

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

Adjourn exec. session


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

**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

  
\_\_\_\_\_  
Mayor Tony Ducker



  
\_\_\_\_\_  
Melissa Martin, City Clerk

## Exhibit "A"



6300 Hollister Avenue  
Santa Barbara, CA 93117  
[www.thermal.com](http://www.thermal.com)

January 8, 2021

RE: SOLE SOURCE LETTER-SEEK REVEAL FIRE PRO & SEEK REVEAL SHIELD

To Whom It May Concern:

MES – Municipal Emergency Services, Inc., headquartered in Sandy Hook, CT, is the sole source distributor of the following Seek Thermal products in the continental United States for the year of 2021.

**SEEK REVEAL FIRE PRO**

Thank you for your interest in our thermal imaging equipment. Please contact us at 1.805.683.3300, should you have any further questions.

Katie Klaft  
Director of Sales Operations  
Seek Thermal

equipment and to a telephone for local or toll free calls.

- C. INSTALLATION DATE:** The installation date of the equipment shall be that date as is agreed upon by the parties. If Vendor is responsible for installing the equipment.
- D. ACCEPTANCE:** Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.
- E. RELOCATION:** Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and re-installing equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

- 6. RENTAL TERM:** The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.
- 7. OWNERSHIP:** Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nonpayment, arrears or other indicia of Vendor's ownership affected or to be affected to the equipment shall not be removed or obtained by Customer.
- 8. PAYMENTS:**

- A. INVOICING AND PAYMENTS:** The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be pro-rated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.
- B. PAYMENT:** The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.
- 2. PAYMODE:** Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of funds. All payments shall be in United States currency.
- B. METER READINGS:** If applicable, the Customer shall provide accurate and timely meter readings at the end of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, in respect to the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means as may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. COPY CREDITS:** If applicable, if a copy is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which

the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified at Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-ordered protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.ms.gov>.

- B.** Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.
- 13. ASSIGNMENT:** The Vendor shall not assign, subconvey or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.
- 14. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect hereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.
- 15. NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	For the Customer:
Name: Sam Hogue	Name: Melissa Martin
Title: Marketing Representative	Title: City Clerk
Address: 2106 Hardy Street	Address: 119 West 8th Avenue
City, State, & Zip Code: Hattiesburg, MS 39401	City, State, & Zip Code: Petal, MS 39465

- 16. WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.
- 17. CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.
- 18. SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 19. THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation in any way to this Agreement.
- 20. AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any form, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.
- 21. RECORD RETENTION AND ACCESS TO RECORDS:** The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of or related in any way to this Agreement.
- 22. EXTRAORDINARY CIRCUMSTANCES:** If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply

with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a specified period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

- 9. USE OF EQUIPMENT:** Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.
- 10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:**
- A. SERVICES:** If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all sensors designed by Vendor as mandatory or which are designed to insure accuracy of meters.
- B. EXCLUSIONS:** The following is not within the scope of services: (1) Provision and installation of optional records; (2) Services connected with equipment relocation; (3) Installation/removal of accessories, attachments or other devices; (4) Exterior painting or refinishing of equipment; (5) Maintenance, installation or removal of equipment or devices not provided by Vendor; (6) Performance of normal operation functions as described in applicable Vendor operator manuals; (7) Performance of services necessitated by accident, power failure, unauthorized alteration of equipment or software, tampering, service by someone other than Vendor, causes other than ordinary use, interconnection of equipment by electrical, or electronic or mechanical means with nonacceptable equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.
- C. REMEDIES:** If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

- 11. HOLD HARMLESS:** To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees, and costs of every kind and nature whatsoever, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer. Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence, which the Customer shall not unreasonably withhold.
- 12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:**
- A.** If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

- 31. COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a specified period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

- 23. TERMINATION:** This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination; or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.
- 24. AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuation or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expense to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 25. MODIFICATION OR RENEGOTIATION:** This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.
- 26. WARRANTIES:** Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documentation literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.
- 27. E-VERIFY COMPLIANCE:** If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the state verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "state verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of such such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or (3) both - in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.
- 28. HARD DRIVE SECURITY:** Vendor must properly format the hard drive, defragment information, or replace the hard drive with a new hard drive prior to storing or off-setting the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.
- 29. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supercedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.
- 30. TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to

RENTAL AGREEMENT  
FOR USE BY  
MISSISSIPPI AGENCIES AND VENDORS  
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200056250  
Vendor Company Name: Owens Business Machines, Inc  
Customer Agency Name: City of Petal  
Bill to Address: P. O. Box 564, Petal, MS 39465

Ship to Address: Municipal Court  
127 8th Avenue  
Petal, MS 39465

Description of Equipment, Software, or Services	Price
Canon imageRUNNER ADVANCE DX C257IF	\$46.62 / Month

Delivery Schedule and Installation Date: Dec, 15, 2021  
Rental Term: (Number of Months) 60 Months  
Start Date: 12/15/2021  
End Date: 12/15/2026  
Modifications: There will be a Base Monthly Maintenance fee of \$6.00 plus .01 for B/W and .0835 for Color to cover parts, labor, toners and drum units. We will waive the installation fees.

*Sam Hogue*  
Vendor Signature

*Melissa Martin*  
Customer Signature

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 7th day of December, 20 21.

Vendor: Owens Business Machines, Inc  
By: *Sam Hogue*  
Authorized Signature  
Printed Name: Sam Hogue  
Title: Marketing Representative

WITNESS:  
*Burley B. Dwyer*

Witness my signature this the 7th day of December, 20 21.

Customer: City of Petal  
By: *Melissa Martin*  
Authorized Signature  
Printed Name: Melissa Martin  
Title: City Clerk

WITNESS:  
*Melissa Martin*

RENTAL AGREEMENT  
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES  
AND VENDORS  
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Petal (hereinafter referred to as Customer), and Owens Business Machines, Inc (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

- 1. CUSTOMER ACCOUNT ESTABLISHMENT:**
- A.** A separate Vendor Customer Number will be required for each specific customer/installation location.
- B.** The Customer is identified as the entity on the first line of the "bill to" address. All invoices and notices of changes will be sent to the "bill to" address in accordance with Paragraph 8 herein.
- C.** Ship-to and/or installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D.** Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.
- 2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT:** The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.
- 3. SHIPPING AND TRANSPORTATION:** Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.
- 4. RISK OF LOSS OR DAMAGE TO EQUIPMENT:** While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.
- 5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:**
- A.** **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.
- B.** **INSTALLATION SITE:** At the time of delivery and during the period of use, the equipment installation site must conform to Vendor's specifications for maintenance space, electrical and environmental requirements, and the Customer agrees to provide, at its expense, all necessary

**RESOLUTION**

A Resolution authorizing the City of Petal, MS (herein referred to as this "Governmental Unit") to join with the State of Mississippi and other local governmental units as a participant in the *MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING* (the "MOU") and any subsequent Formal Agreements necessary to implement the MOU, including but not limited to, the Subdivision Settlement Participation Form(s) in Exhibit K of the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*<sup>1</sup>.

WHEREAS, the City of Petal has suffered harm from the opioid epidemic;

WHEREAS, the City of Petal recognizes that the entire State of Mississippi has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Mississippi has a pending action in state court, and a number of Mississippi Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and the City of Petal is a litigating participant in that action;

WHEREAS, the State of Mississippi and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Mississippi Memorandum of Understanding (the "MOU") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the MOU will be entered into at a future date; and,

WHEREAS, participation in the MOU by a large majority of Mississippi cities and Counties will materially increase the amount of funds to Mississippi and should improve Mississippi's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the MOU will reduce funds available to the State, [City/County], and every other Mississippi city and County;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the MOU would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the MOU, attached hereto as Exhibit "A."

SECTION 3. That Mayor Tony Duckert is hereby expressly authorized to execute the MOU in substantially the form contained in Exhibit "A."

SECTION 4. That outside counsel, Beasley Allen, is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the MOU and this Resolution including but not limited to the *Subdivision Settlement Participation Form(s)* in the *Distributor Settlement Agreement* and the *Janssen Settlement Agreement*<sup>2</sup>.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Mississippi Attorney General

Attorney General Lynn Fitch  
c/o Ta'Shia Gordon  
Post Office Box 220  
Jackson, MS 39205

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this 21<sup>st</sup> day of, December, 2021.

Alderman Bullock made a motion to adopt the foregoing resolution, and the motion was seconded by Alderman Stringer.

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



City Clerk, Melissa Martin

*Mayor Tony Duckert*  
Mayor Tony Duckert

**MISSISSIPPI STATE-LOCAL GOVERNMENT OPIOID LITIGATION MEMORANDUM OF UNDERSTANDING**

WHEREAS, the people of the State and its communities have been harmed by the actions and nonfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

WHEREAS, the State, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their actions and nonfeasance; and,

WHEREAS, the State, through its Attorney General, and its Local Governments share a common desire to abate and alleviate the harmful impacts throughout the State;

NOW THEREFORE, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein.

**A. Definitions**

As used in this MOU:

- "The State" shall mean the State of Mississippi acting through the Attorney General.
- "The Parties" shall mean the State and Counties and Municipalities as defined herein.
- "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Local Governments.
- "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.
- "County" shall mean one of the 82 governmental subdivisions in the State recognized and/or established under the Mississippi Constitution of 1890 that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021, or has a population greater than 10,000 individuals.
- "Municipalities" shall mean cities, towns, or villages within the State with a population greater than 10,000 individuals and shall also include all cities and towns that filed a lawsuit against settling Pharmaceutical Supply Chain Participants as of August 1, 2021. The singular "Municipality" shall refer to a singular of the Municipalities.

- "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed, or dispensed.
- "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
- "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov/>.

**B. Allocation of Settlement Proceeds**

- All the Opioid Settlement Funds will be deposited into the Attorney General Contingency Fund and thereafter allocated as set forth below:
  - County/Municipality Fund - 15%.** The County/Municipality fund will receive 15% of all Settlement funds for the direct benefit of Mississippi Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics and other Metrics agreed upon, in writing, by a County and Municipality. Such funds may be spent for opioid abatement, or any purpose deemed appropriate by said County or Municipality.
    - A County or Municipality may receive direct payments from this fund only if it executes a timely release as part of the settlement.
    - A non-litigating City or Town with a population under 10,000 shall not receive direct payments, but its payments shall instead be allocated to the County in which it is located.
  - State of Mississippi - 15%.** The State will receive 15% of all Opioid Funds paid to the State General Fund.
  - University of Mississippi Medical Center's Center for Addiction Medicine (CAM) - 70%.** The CAM will receive 70% of all Opioid Funds to establish a new multidisciplinary program through Mississippi's only academic medical center dedicated to both short-term and long-term opioid abatement. In the short-term, CAM will provide a patient-centered treatment program for patients of all ages and across the State through a continuum of inpatient, outpatient, and chronic care settings. This will include leveraging UMMC's Center for Telehealth and utilizing existing and new collaborative community partnerships to address healthcare disparities in rural Mississippi. In the long-term, CAM will become a hub for training medical professionals, including those in pharmacy, nursing, and emergency medicine, to screen, diagnose, and treat individuals

<sup>1</sup> Available at <https://nationalopioidsettlement.com/>

<sup>2</sup> Available at <https://nationalopioidsettlement.com/>

with addiction disorders. CAM will make Mississippi a nationally recognized leader in addiction research and treatment.

**C. Payment of County/Municipality Counsel and Litigation Expenses**

The Parties anticipate that any national settlement will provide for the payment of fees and litigation expenses to counsel for certain Counties and Municipalities. All County/Municipality counsel that seeks attorneys' fees and expenses from their clients shall first seek to recover those amounts from the national settlement. Furthermore, the Parties agree to create a supplemental fee and expense fund (the "County/Municipality Fee Fund" or "CMFF").

- The CMFF shall be used to pay attorneys' fees and expenses for participating Counties/Municipalities in the State that filed opioid lawsuits on or before August 1, 2021 ("Litigating Participating Counties/Municipalities").
- The amount of funds to be deposited in the CMFF shall be contingent upon the overall percentage of Incentive Payments awarded to the State under the national settlements and paid pursuant to the following table. In no circumstance shall the CMFF receive more than 7.5% of the net Total Cash Value received by the State, including any funds received from a national fee fund as described above. If the State does not receive at least 65% of the total available Incentive Payments, the CMFF shall be null and void, and no amounts shall be paid into it.

PERCENTAGE OF INCENTIVE PAYMENTS AWARDED	CMFF PERCENTAGE
65%	2%
70%	3%
75%	4%
80%	5%
85%	6%
90%	6.5%
95%	7%
100%	7.5%

- The Parties further agree no counsel for any Litigating Participating County/Municipality shall recover from any national fee fund and the CMFF a combined contingency fee of more than 15% of the Total Cash Value received by their Litigating Participating County/Municipality client. If there are any funds remaining in the CMFF after payment of fees and expenses consistent with the terms of this MOU, those funds shall revert pro rata to the Litigating Participating Counties/Municipalities.

**D. Amendments, Choice of Law, Venue, Consent Decree**

- The Parties agree to make such amendments as necessary to implement the intent of this MOU.
- The Parties agree that this MOU, any amendments thereto, and any issue arising out of or related to this MOU shall be governed by and interpreted according to the laws of the State of Mississippi. Any action to enforce or interpret this MOU, or to resolve any dispute concerning it, shall be commenced and maintained only in a court of competent jurisdiction in Hinds County, Mississippi. The Parties understand and agree that, in connection with a settlement with any Pharmaceutical Supply Chain Participant, the State may file an appropriate action in a court of competent jurisdiction in Hinds County, Mississippi seeking a consent decree approving such settlement and the allocation of Opioid Funds within the State pursuant to this MOU.
- The Parties agree that this MOU will apply to any Settlement with a Pharmaceutical Supply Chain Participant that requires State and County/Municipality resolution.

**E. Signatures**

This MOU may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this MOU. Each person signing this MOU represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this MOU, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

FOR PLAINTIFF THE STATE OF MISSISSIPPI:

Attorney General

FOR Petal, MS  
County/Municipality  
*Mayor Tony Duckert*  
Signature  
Mayor Tony Duckert  
Printed Name and Title



ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the Police Department.

IT IS HEREBY ordered that the new pay scale for the Police Department employees shall read as follow:

POLICE CHIEF	\$67,000.00
ASST. CHIEF	\$60,000.00
CAPTAIN	\$54,000.00
LIEUTENANT	\$24.04 PER HOUR (80) \$50,000.00
DETECTIVE SERGEANT	\$21.64 PER HOUR (80) \$45,000.00
PATROL SERGEANT	\$20.61 PER HOUR (84) \$45,000.00
PATROLMAN 1 <sup>ST</sup> CLASS	\$18.32 PER HOUR \$40,000.00
PATROLMAN 2 <sup>ND</sup> CLASS	\$17.49 PER HOUR \$38,183.30
PATROLMAN 3 <sup>RD</sup> CLASS	\$16.99 PER HOUR \$37,101.80
PATROLMAN 4 <sup>TH</sup> CLASS	\$16.50 PER HOUR \$36,020.30
MOTOR OFFICERS	\$19.72 PER HOUR (80) \$41,000.00
PART TIME OFFICER	\$13.00 PER HOUR

IT IS FURTHER ordered that this pay scale shall become effective December 29, 2021.

SO, ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 21<sup>st</sup> day of December 2021.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL DEEM IT NECESSARY TO RAISE THE PAY SCALE FOR DISPATCHERS IN THE POLICE DEPARTMENT

IT IS HEREBY ORDERED THAT THE PAY SCALE FOR DISPATCHERS IS AS FOLLOWS:

1 <sup>ST</sup> CLASS DISPATCHER	\$15.96 PER HOUR (\$33,196.80)
2 <sup>ND</sup> CLASS DISPATCHER	\$15.25 PER HOUR (\$31,720.00)
3 <sup>RD</sup> CLASS DISPATCHER	\$14.79 PER HOUR (\$30,763.20)
RECRUIT	\$14.00 PER HOUR (\$29,120.00)
PART TIME DISPATCHER	\$12.00 PER HOUR

IT IS FURTHER ORDERED THAT THIS PAY SCALE TAKE EFFECT ON DECEMBER 29, 2021

SO ORDERED THIS THE 21<sup>ST</sup> DAY OF DECEMBER 2021

Exhibit "D"

THIS

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