



## BOARD OF ALDERMEN REGULAR MEETING

April 19, 2022

6:00 PM

Board Room • 119 W 8th Ave, Petal MS

### MINUTES

#### CALL TO ORDER

##### Roll Call, Invocation, Pledge of Allegiance

###### THOSE PRESENT

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

The invocation was offered by Alderman Mike Lott.

The Pledge of Allegiance was recited.

#### ADOPT AGENDA

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

#### CONSENT AGENDA

- Minutes of April 5, 2022 Regular Meeting
- Privilege License Report - March 2022
- Revenue & Expenditures Report for the month of March 2022.
- FY2020-2021 Financial Audit for The Library
- Proofs of Publication
  - Public Notice - 430 Old Richton Rd
  - Public Notice - 834B Hwy 11
  - Public Notice - 308 E Central Ave
- Project Priority List

#### PUBLIC COMMENT

Keeley Morgan of the Healing Garden addressed the board. with a request to accept a Right of Entry for property located on Logan Dr.

Exhibit "A"

Right of Entry Agreement

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

#### PROCLAMATIONS & RESOLUTIONS

##### BIDS — QUOTES

##### OLD BUSINESS

##### GENERAL BUSINESS

Request to adopt ordinance granting a zoning change from C-1 to C-2 for property located at 430 Old Richton Rd and grant a conditional use allowing auto sales per the Planning Commission recommendation.

Exhibit "B"

Ordinance 1979 (42-A436)

Motion made by Alderman Stringer, Seconded by Alderman Steele.

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

Request to DENY special exception allowing a storage unit at 308 W Central Ave per the Planning Commission recommendation.

Motion made by Alderman Strickland, Seconded by Alderman Bullock.

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

Request to set a Conditional Use hearing date of May 10, 2022 for property located on Central Ave.

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

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

Request to pay Estimate #2 in the amount of \$19,811.13 to Warren & Warren Asphalt Paving, LLC for Robert E Russell Sports Complex per Shows, Dearman & Waits recommendation.

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

Request to accept the contract with New Hope Animal Rescue for Shelter Services for dogs and accept the contract with So Pines Animal Shelter choosing Section 3.01(g) for cats.

Exhibit "C"

Contracts

Motion made by Alderman Bullock, Seconded by Alderman Stringer.

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

Request to set a zoning hearing date of May 10, 2022 at 6:00 p.m. for property located at 65 Springfield Rd

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

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

Request to set a public hearing before the Board of Aldermen on May 17, 2022 at 5:30 p.m. for Right of Way Abandonment on Parkway Lane.

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

#### **SEMINARS & TRAVEL**

Request for Donald Wagers to attend Annual Management and Technical Conference in Biloxi, MS on May 31 - June 3, 2022. Total cost: \$793.96

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

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

Request for David Courtney to attend Basic SWAT Instructor Development in Holly Springs, MS on April 18-29, 2022. Total cost: \$460.00

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 for Aaron Jernigan to attend MLEOA Motorcycle Training in D'Iberville, MS on June 12 - 17, 2022. Total cost: \$230.00

Motion made by Alderman Bullock, Seconded by Alderman Nobles.

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

#### ORDERS & ORDINANCES

Request to adopt order approving the following promotions in the Fire Dept effective immediately

- Brent Chennault, Battalion Chief, \$17.81/hr
- Austin Bolan, Captain, \$16.03/hr
- Jonathan Walley, Lieutenant, \$14.61/hr
- Hunter McPhail, Engineer, \$13.54/hr

Motion made by Alderman Stringer, Seconded by Alderman Steele.

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

Request to adopt Ordinance amending Section 4-2, 4-4 and 4-8 of City of Petal Code of Ordinances, Chapter 4, Article I - Alcoholic Beverages.

Exhibit "D"

Ordinance 2022 (147)

Motion made by Alderman Steele, Seconded by Alderman Nobles.

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

Voting Nay: Alderman Bullock, Alderman Lott, Alderman Stringer

Request to adopt order promoting Emily Holder to 3rd Class Patrol at a rate of \$16.99 per hour effective April 20, 2022.

Order

Whereas the Mayor and Board of Aldermen  
Of the City of Petal deem it necessary to  
promote Emily Holder in the Police Dept

It is hereby ordered that Emily Holder  
Be promoted to 3<sup>rd</sup> Class Patrol at a  
Rate of \$16.99 per hour effective  
April 20, 2022

So ordered this the 19<sup>th</sup> day of April, 2022

Motion made by Alderman Steele, Seconded by Alderman Nobles.

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

Request to adopt order promoting Melissa Barber to 3rd Class Dispatcher at a rate of \$15.25 per hour effective May 4, 2022.

Order

Whereas the Mayor and Board of Aldermen  
Of the City of Petal deem it necessary to  
promote Melissa Barber in the Police Dept

It is hereby ordered that Melissa Barber  
Be promoted to 3<sup>rd</sup> Class Dispatcher at a  
Rate of \$15.25 per hour effective  
May 4, 2022

So ordered this the 19<sup>th</sup> day of April, 2022

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

#### MAYOR'S REPORT

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

**LEGAL**

Request to clear the room to determine the need for Executive Session

Motion by Alderman Steve Stringer, Seconded by Alderman Blake Nobles.

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

Request to enter into Executive Session

Motion by Alderman Steve Stringer, Seconded by Alderman Blake Nobles.

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

Motion to adjourn Executive Session.

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

**ADJOURN**

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



A handwritten signature in blue ink, which appears to read "Tony Ducker", is written over a horizontal line. Below the signature, the text "Mayor Tony Ducker" is printed in a standard font.

Mayor Tony Ducker

Exhibit "A"

RIGHT OF ENTRY AGREEMENT

STATE OF MISSISSIPPI  
COUNTY OF FORREST

This agreement made and entered into by and between the undersigned, "City of Petal", herein referred to as "City of Petal" or "Owner", and Petal Healing Garden, herein referred to as "PHG".

WITNESSETH:

WHEREAS, PHG is in the process of developing a community garden; and,

WHEREAS, property owned by City of Petal has been agreed upon to utilized by PHG; and,

WHEREAS, City of Petal is willing and has the right to grant this right of entry in order for the above-referenced alteration and/or construction to proceed on the property described herein;

NOW, THEREFORE, City of Petal does hereby grant unto Petal Healing Garden, its members and volunteer agents and the right to enter upon the property described on Exhibit "A" attached hereto for the purpose of alteration of land and construction of mutually agreed upon non-permanent structures at community garden.

The PHG agrees and warrants to hold harmless the property owner for any damage or injury of any type whatsoever to the persons working on this property situated thereon and hereby release, discharge, and waive any and all action either legal or equitable, which might arise out of the construction activities on the above-described property. The PHG also agrees to maintain the property to the manner in which it was when the project was started (original landscapes, ruts, etc.) The right of entry shall cease and terminate upon thirty (30) day notice given to PHG by the Owner. It is understood by the parties that all of the terms and conditions contained herein shall be binding on the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this instrument as their free and voluntary act on the 20 day of April, A.D., 2022.

  
\_\_\_\_\_  
Owner


  
\_\_\_\_\_  
Petal Healing Garden

Exhibit "B"

CITY OF PETAL  
ORDINANCE BOOK 4

ORDINANCE NUMBER 1979 (42-A436)

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 1979 (42) OF THE CITY OF PETAL, MISSISSIPPI, AS AMENDED BY ORDINANCE NUMBERS 1979 (42-1) THROUGH 1979 (42-A435) SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT 430 OLD RICHTON ROAD FROM C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT) TO C-2 (GENERAL COMMERCIAL DISTRICT)

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance Number 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A435) and the same is hereby changed and amended as per petition filed in connection therewith so that the land described as listed below. Change of current zoning from C-1 (Neighborhood Commercial District) to C-2 (General Commercial District).

Said land being more particularly described as follows, to wit:

PT NE1/4 SW1/4 BEG INTER OF S LN 2ND AVE WITH W LN OF RICHTON H/W SWALG RICHTON, H/W, PARCEL #3-0220-36-286.00 FORREST COUNTY, MS.

as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, is hereby classified and placed in the C-2 (General Commercial District) zoning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning Ordinance No. 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A435) shall be and remain in full force and form as adopted on April 19<sup>th</sup>, 2022.

SECTION 3. That this Ordinance shall take effect and be in full force within thirty (30) days from and after its passage as provided by law. The foregoing Ordinance having been reduced to writing, the same was introduced and read, and a vote was taken thereon, first section by section and then upon the Ordinance as a whole with the following results:

Those present and voting "AYE" and in favor of the passage, adoption and approval of Sections 1, 2 and 3 of the foregoing Ordinance:

ALDERMAN DREW BRICKSON  
ALDERMAN CRAIG BULLOCK  
ALDERMAN MIKE LOTT  
ALDERMAN BLAKE NOBLES  
ALDERMAN GERALD STEELE  
ALDERMAN CRAIG STRICKLAND

ALDERMAN STEVE STRINGER

Those present and voting "NAY" or against the adoption of any section of the foregoing Ordinance:  
NONE

Those present and voting "AYE" and in favor of the adoption of the foregoing Ordinance as a whole:

ALDERMAN DREW BRICKSON  
ALDERMAN CRAIG BULLOCK  
ALDERMAN MIKE LOTT  
ALDERMAN BLAKE NOBLES  
ALDERMAN GERALD STEELE  
ALDERMAN CRAIG STRICKLAND  
ALDERMAN STEVE STRINGER

Those present and voting "NAY" or against the adoption of the foregoing Ordinance as a whole:  
NONE

WHEREUPON, the foregoing Ordinance be, and the same is hereby passed, adopted and approved on this the 19<sup>th</sup> day of April 2022.

\_\_\_\_\_  
TONY DUCKER, MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
MELISSA MARTIN, CITY CLERK

PUBLISH ONE TIME: MAY 19, 2022

**Contract between the City of Petal and  
New Hope Animal Rescue for Animal Shelter Services**

This agreement is made the 5<sup>th</sup> day of April 2022 by and between New Hope Animal Rescue Center (herein referred to as "shelter") and the City of Petal, Mississippi (herein referred to as "city").

The Shelter will operate a facility located at 129 Stephens Rd Petal MS, Forrest County, Mississippi to house stray, abandoned, and unwanted canines.

The Shelter agrees to accept non-vicious dogs brought to its facility by City of Petal Animal Control.

All animals brought to the shelter as strays or pets with unknown owners shall be housed for a minimum of a five (5) day holding period before being made available for adoption.

**Duration:** This contract will become effective on April 20, 2022, and continue until June 30, 2025.


**Compensation:** The contract due to be paid to New Hope Animal Rescue is an initial fee of \$25,000.00. There is also a per dog fee of \$200.00 for dogs brought in by Animal Control ("the per dog fee"). The per dog fee from July 1, 2023 to June 30, 2024 will be \$220.00. The per dog fee from July 1, 2024 to June 30, 2025 will be \$240.00. The city will not pay for animals brought in by residents.

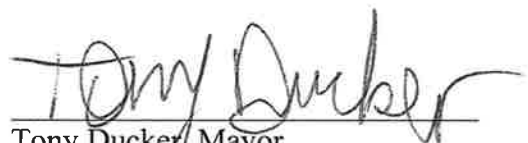
In performance of the work, duties and obligations assumed by the shelter, it is mutually understood and agreed that the shelter, including any and all of the shelter's officers, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the City.

This Agreement shall be renewed for additional one-month periods with the City paying a per dog fee of \$240, unless written notice of non-renewal is given, by either party, at least fifteen days before the expiration of the month.

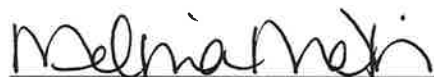
Shelter shall be responsible for all of the operating expenses of the facility, including, but not limited to, the cost of feeding the animals within the shelter, the cost of providing essential veterinary assistance, vaccinations, and medications, and the cost of any necessary euthanasia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the date mentioned above.

  
\_\_\_\_\_  
Jessie Cardona for  
New Hope Animal Rescue Center

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

Attest:

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

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 May 11th, 2022 (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, 2022.

WHEREAS, Southern Pines (hereinafter "Animal Shelter") constitutes an animal shelter on property that it owns 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 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 be responsible for ongoing maintenance of the building and all animals on the Animal Shelter premises;

Section 1.02 During the Term of this Contract, Southern Pines shall receive and provide for the humane disposition of animals as delivered into its custody by the Municipality's agents and citizens during operational hours<sup>1</sup> (based on the selections made at the end of this contract), which can be safely and adequately kept by Southern Pines until time of disposition.

<sup>1</sup> Operation hours are 9am-5pm Monday through Friday, except on holidays and Staff Development Days. Animals will not be accepted under any circumstances before 9am, after 5pm, or on any weekends, holidays, or Staff Development Days

Section 2.06 Municipality officers and agents will wear gloves in the field and at the Animal Shelter when handling all animals under 6 months of age and agree to change gloves between 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 2.09 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 2.10 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 2.11 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 2.12 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.

Article III. Contract Fee

Section 3.01 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 2022 Contract Year:

3.01(a): For SEVEN THOUSAND AND FIVE HUNDRED DOLLARS (\$7,500.00), 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. [DECLINED]

3.01(b): For THREE THOUSAND DOLLARS (\$3,000.00), Southern Pines will conduct one free dog and cat rabies vaccination clinic for citizens in the Municipality during the Contract period. [DECLINED]

3.01(c): For THREE THOUSAND DOLLARS (\$3,000.00), 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 \$3,000 each. [DECLINED]

3.01(d): For TWO THOUSAND DOLLARS (\$2,000.00), 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. [DECLINED]

3.01(e): For TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$2,500.00), Southern Pines agents will be available during business hours to accompany the Mu

Southern Pines observes the following holidays and Staff Development Days in 2022 and is fully closed to the public and the Municipality on these days:

- New Year's Day, January 1st (closed all day)
- Martin Luther King Jr. Day, January 17th (closed all day)
- Staff Development Day, March 23rd (closed all day)
- Easter Day, April 27th (closed all day)
- Staff Development Day, May 25th (closed all day)
- Memorial Day, May 30th (closed all day)
- Independence Day, July 4th (closed all day)
- Staff Development Day, July 20th (closed all day)
- Labor Day, September 5th (closed all day)
- Staff Development Day, September 28th (closed all day)
- Thanksgiving Day, November 24th (closed all day)
- Christmas Eve, December 24th (closed 9-5pm)
- Christmas Day, December 25th (closed all day)

Section 1.03 In the case of large or exotic animals, livestock, and wildlife, or 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 shelter, 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 1.04 Southern Pines agrees to hold all stray dogs for a period of 5 days to allow owners adequate time to reclaim their lost pets. At large and/or Community Cats and any animals surrendered to the Animal Shelter by an owner will not be held for any stray hold period. It is not the duty of the shelter to verify the authenticity of ownership.

Section 1.05 No holds may be placed on any animal(s) by any employee, agent, officer, or citizen of the Municipality except in the case of bite quarantine. Pets may be returned to their owners at any time after impoundment at the discretion of Southern Pines, except in cases of pending bite quarantines<sup>2</sup>. Pets may be returned to their owners at any time after impoundment at the discretion of Southern Pines, except in cases of pending bite quarantines.

<sup>2</sup> In cases where an animal has a valid and current rabies vaccination and the owner has a secure location to house the animal, the animal will be allowed to complete quarantine in their home. The owner must meet all reclaim requirements as listed in Section 1.08, provide proof of rabies, and provide a valid address. Southern Pines is not responsible for monitoring home quarantines or contacting the owner at the conclusion of the quarantine. These are the sole responsibilities of the Municipality's officers/agents who completed the Bite Report.

Section 1.06 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 the stray hold period.

Section 1.07 It is the responsibility of Southern Pines to collect any reclaiming owner's contact information. Southern Pines shall require that all persons who wish to reclaim possession of their pet show proof of ownership and pay redemption and boarding fees<sup>3</sup> as set by Southern Pines. Photographs of the pet and/or medical records for the pet may constitute proof of ownership. Owners are not required to show proof of ownership if the pet has a name tag or microchip registered to the reclaiming owner and the reclaiming owner produces valid ID.

<sup>3</sup> An animal that enters the Animal Shelter with identification (ID tag or microchip) will not be subject to any redemption or boarding fees. If the animal is reclaimed within 24 hours of impoundment, if the animal is not reclaimed within 24 hours after impoundment, regular fees apply.

Section 1.08 Southern Pines agents must be onsite in order to receive any impounded animal. These animals shall immediately be placed in a suitable location and enclosure. The animal control officer or agent will sanitize their vehicle and all used traps with chemicals and tools provided by Southern Pines after each use.

<sup>4</sup> If the officer or agent refuses sanitation, no animals will be accepted from that vehicle in the future until it has been sanitized.

Section 1.09 Southern Pines will not accept after-hours, weekend, Staff Development Day, or holiday intakes of any animals (as addressed in Section 1.02), and The City will be responsible for alternative after-hours housing for intakes in these cases. The City will be responsible for transporting this animal(s) to Southern Pines the next business day during operational hours. This includes any animals impounded after 5pm, on weekends, Staff Development Days, or on holidays.

Section 1.10 Following any legal holding period, all animal(s), including at-large animals, not redeemed by their owners shall be provided with a disposition that is in the best interest of public health and safety, as determined by Southern Pines in accordance with State law (may include humane euthanasia).

Section 1.11 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 1.12 The operation, supervision, and management of the Animal Shelter shall be under the sole control of Southern Pines.

Section 1.13 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 1.14 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 1.15 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 1.16 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 1.17 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 1.18 In cases where it is determined by the Municipality or Court that an animal(s) must be held for a period exceeding the legal 5 day stray hold for any reason except bite quarantines of animals without current rabies vaccinations<sup>5</sup>, the Municipality agrees to contract with an alternative boarding or vet clinic for the duration of the hold.

Article II. City of Petal Agents and Officers Field Responsibilities

Section 2.01 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.

Section 2.02 Officers must present any pertinent bite reports for animals being impounded at the time of impoundment. Southern Pines is obligated to enact bite holds only in cases where documentation has been provided by the officer/agent at the time of impoundment.

Section 2.03 Only animals who have bitten humans causing broken skin are eligible for a 10 day bite quarantine, as per Mississippi state law. Animals who have bitten or killed other animals or who did not break skin will not be held for a 10 day bite quarantine.

Section 2.04 Southern Pines will hold for observation, for a time it deems sufficient for determination of disposition, animals who have bitten humans causing severe bruising or broken skin, or have unprovoked killed a domesticated pet (not including at-large cats).

Section 2.05 Officers and agents will make every reasonable effort in the field to return at-large animals to their owners prior to delivering them to Southern Pines, including a reasonable effort to notify the owners of properly tagged pets while in the field.



enforcement officers on suspected animal abuse cases at their request. Southern Pines will provide mentorship regarding the cruelty law and will be available for court proceedings that result from [DECLINED]

3.01(f): For FIFTY FOUR THOUSAND DOLLARS (\$54,000.00) Southern Pines will serve as the receiving organization for up to 150 stray dogs from within Petal City and delivered to us by Petal City ACO. [DECLINED]

3.01(g): For TEN THOUSAND DOLLARS (\$10,000.00) Southern Pines will serve as the receiving organization for up to 200 Community Cats picked up in Petal City and brought to us by Petal City ACO. [APPROVED]

- A Community Cat is any fully or partially outdoor, free-roaming cat. These cats can be friendly, feral, young, old, owned, and/or stray. Fixed Community Cats typically have a tipped or notched ear to make them more easily identifiable.
- Based on national research and best practices, Southern Pines will decline to accept healthy Community Cats into its care. Southern Pines will instead utilize our Healthy Pet Clinic to alter, immunize against rabies, and ear-tip these felines and return them to their original location.
- Only Community Cats for whom return to field is not an option (such as in the case of declawed, injured, ill, pregnant, nursing, underage, or otherwise unthriftily cats) will be accepted into the care of Southern Pines until they can be safely TNR'd, adopted, or humanely euthanized.
- Petal ACO will deliver Community Cats to Southern Pines Healthy Pet Clinic Monday-Wednesday of each week from 9am-2pm, with a maximum of 6 cats per day. Cats will not be accepted on other days.
  - The sole exception to this is neonatal kittens with or without a mother cat. Neonatal kittens (under 8 weeks old) will be delivered to Southern Pines Animal Shelter Monday-Wednesday of each week from 9am-2pm and will each count toward the 200 cat total.
- Petal ACO will pick the cats up the day after surgery from 9am-2pm and release them back to their original habitat.
- Southern Pines will provide educational materials for officers to disperse in the community on the benefits of TNR (trap neuter release).
- Once the 133 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 3.02 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 TEN THOUSAND DOLLARS. 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 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, 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.

Article IV. Management

Section 4.01 The parties agree Southern Pines shall own, operate, and maintain all aspects of the Animal Shelter located at 1901 North 31st Avenue, Hattiesburg, MS 39403.

Article V Default and Remedies

Section 5.01 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 5.02 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 VI. Miscellaneous

Section 6.01 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 6.02 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 6.03 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 6.04 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.

Section 6.05 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 6.06 Partial Invalidation. 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 6.07 Headings. The headings used in this Contract are for reference and convenience only, and shall not enter into the interpretation hereof.

Section 6.08 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 6.09 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 6.10 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 6.11 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 6.12 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 6.13 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 [redacted] party claiming the Force Majeure is not responsible (such causes hereinafter [redacted] Force Majeure).

The party claiming 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 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.

\*\*\*\* The remainder of this page is intentionally left blank. \*\*\*\*

IN WITNESS WHEREOF, the parties hereto have executed this Contract in the amount of TEN THOUSAND DOLLARS as of the day and year first above written.

CITY OF PETAL, MISSISSIPPI

WITNESSES:

By: 

Its:

SOUTHERN PINES ANIMAL SHELTER

BY

Its, Amanda Paris Shelter Director



Exhibit "D"

ORDINANCE 2022 (147)

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE 1 OF THE CITY OF PETAL  
CODE OF ORDINANCES

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY  
OF PETAL, MISSISSIPPI, AS FOLLOWS, TO-WIT:

SECTION 1:

Section 4-2 of Chapter 4, Article I is hereby amended to read as follows: *The possession or consumption of alcoholic beverages on real property owned or occupied by the City is prohibited unless a Special Events permit is obtained. The Mayor and Board of Aldermen reserve the right to regulate the time, place and manner of special events in order to protect public health and safety, to reduce adverse impacts on the public places and neighboring areas and to protect the rights of other users of public places. Any person violating the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof, shall be fined not more than \$300.00 or imprisoned for a period of time not to exceed thirty (30) days, or shall be punished by both said fine and imprisonment.*

SECTION 2:

Section 4-4 of Chapter 4, Article I is hereby amended to read as follows: *The sale of beer and light wines is prohibited in all areas of the city which are not zoned either C-1, neighborhood commercial; C-2, general commercial; C-3, central business district; I-1, light industrial district; or I-2, heavy industrial district, pursuant to the zoning ordinance and zoning map of the city, as amended. This zoning stipulation does not apply to special events as granted by the Mayor and Board of Aldermen.*

SECTION 3:

Section 4-8 of Chapter 4, Article I is hereby amended to read as follows: *No beer, light wine, or alcoholic beverages shall be in an opened container unless the same*

*be in a private residence or a business establishment/special event property duly permitted for the on-premises consumption of beer, light wines or alcoholic beverage, and meeting all safety, health and codes of the City of Petal and the State of Mississippi.*

SECTION 4.

All other Sections and provisions of Chapter 4, Article I do hereby remain in effect.

SECTION 5:

That this Ordinance shall take effect and be in full force within thirty (30) days from and after its passage as provided by law, The foregoing Ordinance having been reduced to writing, the same was introduced and read, and a vote was taken thereon, first section by section and then upon the Ordinance as a whole with the following results:

Those present and voting "Aye" and in favor of the passage, adoption, and approval of Section 1, 2, and 3 of the foregoing Ordinance:

Alderman Drew Brickson  
Alderman Blake Nobles  
Alderman Gerald Steele  
Alderman Craig Strickland

Those present and voting "Nay" or against any of said Sections of the foregoing Ordinance:

Alderman Craig Bullock  
Alderman Mike Lott  
Alderman Steve Stringer

Those present and voting "Aye" and in favor of the passage, adoption and approval of the Ordinance as a whole:

Alderman Drew Brickson  
Alderman Blake Nobles  
Alderman Gerald Steele  
Alderman Craig Strickland

Those present and voting "Nay" or against the passage, adoption and approval of the Ordinance as a whole:

Alderman Craig Bullock  
Alderman Mike Lott  
Alderman Steve Stringer

WHEREFORE, the foregoing Ordinance was duly passed, adopted, and approved on this  
the 19<sup>th</sup> day of April 2022.

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

(SEAL)  
Attest:

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