

The Mayor and Board of Aldermen of the City of Hernando met in regular session at City Hall on Tuesday, June 1, 2021 at 6:00 P.M. with Mayor Tom Ferguson presiding. Aldermen present were: Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Higdon, Alderwoman Brooks, and Alderman Hobbs. Alderman McLendon was absent. Also present for the meeting were: City Clerk Katie Harbin, City Attorney Kenneth Stockton, City Engineer Joe Frank Lauderdale, Community and Economic Development Director Gia Matheny, Zoning Administrator Kristen Duggan, Police Chief Scott Worsham, Fire Chief Marshal Berry, Deputy Fire Chief Sam Witt, Public Works Director Lee Germany, Assistant Public Works Director Curtis Bain, Park and Recreation Director Dewayne Williams, Human Resource Director Julie Harris, Building Official, Sibonie Swatzyna, Bruce Robinson, Chip Johnson, Beth Ross, Carolyn Richards, Mary Lee Brown, Bill Brown, Greg Russell, and Ben Piper.

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### PLEDGE OF ALLEGIANCE

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Pledge of Allegiance

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### INVOCATION

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Alderman Higdon gave the invocation.

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### AGENDA

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Agenda  
City of Hernando  
Mayor and Board of Alderman  
Regular Meeting

June 1, 2021

6:00pm

- 1) Call the meeting to order
- 2) Pledge of Allegiance
- 3) Invocation
- 4) Approve Agenda
- 5) Approve Docket of Claims No.'s
- 6) Approve Minutes from the regular Mayor and Board of Aldermen Meeting on May 18, 2021
- 7) Consent Agenda
  - A) Authorize Capt. Tony Harris to attend Fire Investigator 1033 Certification Course at the Fire Academy in Pearl MS July 12-22, 2021, also authorize to pay registration and travel expenses
  - B) Authorize Driver Austin Crawford to attend the EMT Basic Certification Course at the Fire Academy in Pearl MS October 4-January 17, 2021, also authorize to pay registration and travel expenses. This class is 12 weeks online and 3 weeks in Pearl MS at the MS State Fire Academy
  - C) Authorize Firefighter Drake Anthony to attend the EMT Basic Certification Course at the Fire Academy in Pearl MS October 4-January 17, 2021, also authorize to pay registration and travel expenses. This class is 12 weeks online and 3 weeks in Pearl MS at the MS State Fire Academy

- D) Authorize Firefighter Chris Sims to attend the EMT Basic Certification Course at the Fire Academy in Pearl MS October 4-January 17, 2021, also authorize to pay registration and travel expenses. This class is 12 weeks online and 3 weeks in Pearl MS at the MS State Fire Academy
- E) Authorize to pay Bridge & Watson Invoice 4/1/21 in the amount of \$29,591.03 for the Olive Branch Annexation case
- 8) Request from the Hernando Chamber of Commerce to temporarily close streets for the 18<sup>th</sup> Annual Water Tower Festival on September 25, 2021
- 9) Request from the Hernando Chamber of Commerce to temporarily close streets for the Christmas Parade on December 6, 2021
- 10) Authorize to give Public Works Director Lee Germany a 90 day performance raise of \$3,000.00
- 11) Authorize to give Zoning Administrator Kristen Duggan a raise of \$1.00 an hour for additional duties
- 12) Authorize that the property of the City of Hernando, Mississippi being a (1) Glock 17, Serial # BHGB519, City Asset # 03427, sidearm be sold Mr. Roger Swatzyna, a Police Officer, with the Hernando Police Department and who is PERS retiree, for an amount of one dollar (\$1.00). That said sale is approved and made pursuant to the authority as found at Section 45-9-131 of the Mississippi Code of 1972, Annotated, as Amended
- 13) PL – 1461 – Request for an Amendment to the Madison Lakes PUD – Located on the Southeast Corner of Green T Road and McIngvale Road – Bob Dalhoff with DT Design Studio (tabled from 12-15-2020)
- 14) Adopt a Resolution declaring that it is necessary for the Public Good to make a certain Special Capital Improvement in the City of Hernando, Mississippi; Describing the Location Nature and Extent of the work of said improvement; and to provide for the payment of the cost of said improvement by assessment against the properties benefitted in accordance with the provisions of section 21-41-1 through 21-41-53 of the Mississippi Code of 1972 as Amended
- 15) Authorize the Mayor to sign the Memorandum of Agreement with Hernando West Development LLC, regarding special assessments
- 16) Authorize the Mayor to sign the Escrow Agreement with Hernando West Development, LLC
- 17) Authorize the City Attorney to prepare a Sewer Easement for execution by David Lassiter and authorize the payment of \$3,000.00 for a sewer easement from David Lassiter once the Sewer Easement is fully executed
- 18) Authorize to apply for the U.S. Department of Transportation RAISE grant (*Rebuilding American Infrastructure with Sustainability and Equity*) for Bike and Pedestrian Improvements identified in the Hernando Master Bike and Pedestrian plan (The project will include 10 alternative transportation improvements in Hernando including Commerce Street) (Russ Bryan)
- 19) Adopt Resolution of the City of Hernando, Mississippi, supporting the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for Equitable Mobility Improvements through Multi-Use Pathways and Bike Lanes (Russ Bryan)
- 20) Authorize to accept the lowest and best bid from Lehman Roberts for Asphalt paving and Milling for McIngvale Rd and Caffey St in the amount of \$244,855.00

- 21) Authorize the Mayor to sign a contract with Entergy to put security lights at the Kuykendall Park for 8 lights, option # 2 (Sports and Fitness Walking Track)
- 22) Approve Utility Adjustment Docket
- 23) Authorize the Mayor to sign an agreement with Neel-Schaffer for Professional Services for MS4 Stormwater Advisory Services
- 24) Discussion of Fire Works Show July 1<sup>st</sup> 2021
- 25) GPS Mapping Presentation
- 26) Discussion of the Police Chief, Assistant Police Chief and Parks Director's salary
- 27) Adjourn

Motion was duly made by Alderman Hobbs and seconded by Alderwoman Brooks to approve the agenda after adding a line item to "Discuss the Police Chief, Assistant Police Chief's and Parks Director's salary". A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Higdon, Alderwoman Brooks, and Alderman Hobbs.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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#### **APPROVE DOCKET OF CLAIMS NO.'S 42456 - 42685**

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The Board of Aldermen were presented with a docket of claims No. 41922 - 42162, in the amount of \$1,525,744.40 for approval.

Motion was duly made by Alderwoman Brooks and seconded by Alderman Higdon to approve the docket of claims for payment as presented. A vote was taken with the following results:

Those voting "Aye": Alderwoman Lynch, Alderman Miller, Alderman Higdon, Alderwoman Brooks, Alderman Hobbs, and Alderman Harris.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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#### **APPROVE MINUTES FROM THE REGULAR MAYOR AND BOARD OF ALDERMEN MEETING ON MAY 18, 2021**

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Motion was duly made by Alderman Higdon and seconded by Alderman Hobbs to approve the minutes from the regular Mayor and Board of Aldermen Meeting on May 18, 2021, as presented. A vote was taken with the following results:

Those voting "Aye": Alderman Miller, Alderman Higdon, Alderwoman Brooks, Alderman Hobbs, Alderman Harris, and Alderwoman Lynch.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**CONSENT AGENDA**

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- A) Authorize Capt. Tony Harris to attend Fire Investigator 1033 Certification Course at the Fire Academy in Pearl MS July 12-22, 2021, also authorize to pay registration and travel expenses
- B) Authorize Driver Austin Crawford to attend the EMT Basic Certification Course at the Fire Academy in Pearl MS October 4-January 17, 2021, also authorize to pay registration and travel expenses. This class is 12 weeks online and 3 weeks in Pearl MS at the MS State Fire Academy
- C) Authorize Firefighter Drake Anthony to attend the EMT Basic Certification Course at the Fire Academy in Pearl MS October 4-January 17, 2021, also authorize to pay registration and travel expenses. This class is 12 weeks online and 3 weeks in Pearl MS at the MS State Fire Academy
- D) Authorize Firefighter Chris Sims to attend the EMT Basic Certification Course at the Fire Academy in Pearl MS October 4-January 17, 2021, also authorize to pay registration and travel expenses. This class is 12 weeks online and 3 weeks in Pearl MS at the MS State Fire Academy
- E) Authorize to pay Bridge & Watson Invoice 4/1/21 in the amount of \$29,591.03 for the Olive Branch Annexation case

Motion was duly made by Alderman Hobbs and seconded by Alderman Miller to approve the consent agenda as presented. A vote was taken with the following results:

Those voting "Aye": Alderman Miller, Alderman Higdon, Alderwoman Brooks, Alderman Hobbs, Alderman Harris, and Alderwoman Lynch.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**REQUEST FROM THE HERNANDO CHAMBER OF COMMERCE TO  
TEMPORARILY CLOSE STREETS FOR THE 18<sup>TH</sup> ANNUAL WATER TOWER  
FESTIVAL ON SEPTEMBER 25, 2021**

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Motion was duly made by Alderman Miller and seconded by Alderman Hobbs to approve the request from the Hernando Chamber of Commerce to temporarily close streets for the 18<sup>th</sup> Annual Water Tower Festival on September 25, 2021. A vote was taken with the following results:

Those voting "Aye": Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderwoman Lynch, Alderman Miller, and Alderman Higdon.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**REQUEST FROM THE HERNANDO CHAMBER OF COMMERCE TO  
TEMPORARILY CLOSE STREETS FOR THE CHRISTMAS PARADE ON  
DECEMBER 6, 2021**

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Motion was duly made by Alderman Hobbs and seconded by Alderman Higdon to approve the request from the Hernando Chamber of Commerce to temporarily close streets for the Christmas Parade on December 6, 2021. A vote was taken with the following results:

Those voting "Aye": Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderwoman Lynch, Alderman Miller, and Alderman Higdon.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**AUTHORIZE TO GIVE PUBLIC WORKS DIRECTOR LEE GERMANY A 90 DAY  
PERFORMANCE RAISE OF \$3,000.00**

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Motion was duly made by Alderman Higdon and seconded by Alderman Harris to authorize to give Public Works Director Lee Germany a 90 day performance raise of \$3,000.00, following the recommendation of the Personnel Committee, based on the recommendation of the Mayor. A vote was taken with the following results:

Those voting "Aye": Alderman Hobbs, Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Higdon, and Alderwoman Brooks.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**AUTHORIZE TO GIVE ZONING ADMINISTRATOR KRISTEN DUGGAN A RAISE  
OF \$1.00 AN HOUR FOR ADDITIONAL DUTIES**

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Motion was duly made by Alderman Hobbs and seconded by Alderman Higdon to authorize to give Tabb Touchstone, in the Public Works Department, a 90 day performance raise of \$1.00 per hour, following the Personnel Committee's recommendation, based on the recommendation of the Public Works Director. A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Higdon, Alderwoman Brooks, and Alderman Hobbs.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**AUTHORIZE THAT THE PROPERTY OF THE CITY OF HERNANDO, MISSISSIPPI  
BEING A (1) GLOCK 17, SERIAL # BHGB519, CITY ASSET # 03427, SIDEARM BE  
SOLD TO MR. ROGER SWATYZNA, A POLICE OFFICER WITH THE HERNANDO  
POLICE DEPARTMENT AND WHO IS A PERS RETIREE, FOR AN AMOUNT OF  
ONE DOLLAR (\$1.00). THAT SAID SALE IS APPROVED AND MADE PURSUANT  
TO THE AUTHORITY AS FOUND AT SECTION 45-9-131 OF THE MISSISSIPPI  
CODE OF 1972, ANNOTATED, AS AMENDED**

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Motion was duly made by Alderman Harris and seconded by Alderman Higdon to authorize that the property of the City of Hernando, Mississippi, being a (1) Glock 17, Serial # BHGB519, City Asset # 03427, Sidearm be sold to Mr. Roger Swatyzna, a Police Officer with the Hernando Police Department and who is a PERS Retiree, for an amount of one dollar (\$1.00). That said sale is approved and made pursuant to the authority as found at Section 45-9-131 of the Mississippi Code of 1972, Annotated, as amended. A vote was taken with the following results:

Those voting "Aye": Alderman Higdon, Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderwoman Lynch, and Alderman Miller.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**PL – 1461 – REQUEST FOR AN AMENDMENT TO THE MADISON LAKES PUD –  
LOCATED ON THE SOUTHEAST CORNER OF GREEN T ROAD AND MCINGVALE  
ROAD – BOB DALHOFF WITH DT DESIGN STUDIO (TABLED)**

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Motion was duly made by Alderwoman Brooks and seconded by Alderman Higdon to authorize to table this to the June 15, 2021 Board of Aldermen Meeting. A vote was taken with the following results:

Those voting "Aye": Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderwoman Lynch, Alderman Miller, and Alderman Higdon.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**ADOPT A RESOLUTION DECLARING THAT IT IS NECESSARY FOR THE PUBLIC GOOD TO MAKE A CERTAIN SPECIAL CAPITAL IMPROVEMENT IN THE CITY OF HERNANDO, MISSISSIPPI; DESCRIBING THE LOCATION NATURE AND EXTENT OF THE WORK OF SAID IMPROVEMENT; AND TO PROVIDE FOR THE PAYMENT OF THE COST OF SAID IMPROVEMENT BY ASSESSMENT AGAINST THE PROPERTIES BENEFITTED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 21-41-1 THROUGH 21-41-53 OF THE MISSISSIPPI CODE OF 1972 AS AMENDED**

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City Attorney Kenny Stockton went over the Resolution.

Mayor asked how long to bid it out.

City Engineer Joe Frank Lauderdale stated it takes about 30 days to bid.

Motion was duly made by Alderman Higdon and seconded by Alderman Hobbs to adopt the Resolution declaring that it is necessary for the Public Good to make a certain Special Capital Improvement in the City of Hernando, Mississippi; Describing the location nature and extent of the work of said improvement; and to provide for the payment of the cost of said improvement by assessment against the properties benefitted in accordance with the provisions of section 21-41-1 through 21-41-53 of the Mississippi Code of 1972 as amended, waiving the reading. A vote was taken with the following results:

Those voting "Aye": Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderwoman Lynch, Alderman Miller, and Alderman Higdon.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**AUTHORIZE THE MAYOR TO SIGN THE MEMORANDUM OF AGREEMENT WITH HERNANDO WEST DEVELOPMENT LLC, REGARDING SPECIAL ASSESSMENTS**

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Motion was duly made by Alderman Hobbs and seconded by Alderman Higdon to authorize the Mayor to sign the Memorandum of Agreement with Hernando West Development LLC, regarding Special Assessments. A vote was taken with the following results:

Those voting "Aye": Alderman Hobbs, Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Higdon, and Alderwoman Brooks.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**AUTHORIZE THE MAYOR TO SIGN THE ESCROW AGREEMENT WITH HERNANDO WEST DEVELOPMENT, LLC**

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Motion was duly made by Alderman Hobbs and seconded by Alderman Higdon to authorize the Mayor to sign the Escrow Agreement with Hernando West Development, LLC. A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Higdon, Alderwoman Brooks, and Alderman Hobbs.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**AUTHORIZE THE CITY ATTORNEY TO PREPARE A SEWER EASEMENT FOR EXECUTION BY DAVID LASSITER AND AUTHORIZE THE PAYMENT OF \$3,000.00 FOR A SEWER EASEMENT FROM DAVID LASSITER ONCE THE SEWER EASEMENT IS FULLY EXECUTED**

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Motion was duly made by Alderwoman Brooks and seconded by Alderman Higdon to authorize the City Attorney to prepare a Sewer Easement for Execution by David Lassiter and Authorize the payment of \$3,000.00 for a Sewer Easement from David Lassiter once the Sewer Easement is fully executed. A vote was taken with the following results:

Those voting "Aye": Alderwoman Lynch, Alderman Miller, Alderman Higdon, Alderwoman Brooks, Alderman Hobbs, and Alderman Harris.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**AUTHORIZE TO APPLY FOR THE U.S. DEPARTMENT OF TRANSPORTATION RAISE GRANT (REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY) FOR BIKE AND PEDESTRIAN IMPROVEMENTS IDENTIFIED IN THE HERNANDO MASTER BIKE AND PEDESTRIAN PLAN (THE PROJECT WILL INCLUDE 10 ALTERNATIVE TRANSPORTATION IMPROVEMENTS IN HERNANDO INCLUDING COMMERCE STREET) (RUSS BRYAN)**

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Russ Bryan, Neel-Schaffer, presented the information on the RAISE grant. This grant application is due July 12<sup>th</sup>. The least amount you can request is \$5,000,000.00. They allow you to do the bids in phases, so this can be budgeted to come out of several fiscal years. The deadline to have the funds fully obligated by 2029. We are looking to try to use other grant funds, if possible, for your match. The project will cover 5 miles of new multi path and one mile of a bike path connection.

Mayor Ferguson asked if it can be rejected.

Russ Bryant answered my understanding yes. It may affect future applications, they may be graded differently.

Motion was duly made by Alderman Harris and seconded by Alderwoman Brooks to authorize to apply for the U.S. Department of Transportation RAISE grant (Rebuilding American Infrastructure with Sustainability and Equity) for Bike and Pedestrian Improvements identified in the Hernando Master Bike and Pedestrian plan. A vote was taken with the following results:

Those voting "Aye": Alderman Miller, Alderman Higdon, Alderwoman Brooks, Alderman Hobbs, Alderman Harris, and Alderwoman Lynch.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**ADOPT RESOLUTION OF THE CITY OF HERNANDO, MISSISSIPPI, SUPPORTING THE REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT FOR EQUITABLE MOBILITY IMPROVEMENTS THROUGH MULTI-USE PATHWAYS AND BIKE LANES (RUSS BRYAN)**

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Motion was duly made by Alderman Harris and seconded by Alderman Higdon to adopt Resolution of the City of Hernando, Mississippi, supporting the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for Equitable Mobility Improvements through Multi-Use Pathways and Bike Lanes. A vote was taken with the following results:

Those voting "Aye": Alderman Higdon, Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderwoman Lynch, and Alderman Miller.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**AUTHORIZE TO ACCEPT THE LOWEST AND BEST BID FROM LEHMAN  
ROBERTS FOR ASPHALT PAVING AND MILLING FOR MCINGVALE RD AND  
CAFFEY STREET IN THE AMOUNT OF \$244,855.00**

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Alderman Miller asked Joe Frank Lauderdale to state what part of Caffey street this will be.

Joe Frank Lauderdale stated it will be the section by Windy City.

Motion was duly made by Alderman Harris and seconded by Alderman Hobbs to authorize to accept the lowest and best bid from Lehman Roberts for Asphalt Paving and Milling for McIngvale Rd and Caffey Street in the amount of \$244,855.00. A vote was taken with the following results:

Those voting "Aye": Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderwoman Lynch, Alderman Miller, and Alderman Higdon.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH ENTERGY TO PUT  
SECURITY LIGHTS AT THE KUYKENDALL PARK FOR 8 LIGHTS, OPTION # 2  
(SPORTS AND FITNESS WALKING TRACK)**

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Mayor Ferguson stated this will be for 8 security lights, and went over option 2.

Alderwoman Brooks asked if they would put off enough light.

Mayor Ferguson stated yes, the ones we have now are not enough to play sports on.

Alderman Miller stated if we are going to do a lighting plan, shouldn't we do something that will take care of all the needs, not just walkers. We need to include sports too.

Alderman Hobbs asked what the rush is.

Mayor Ferguson stated no rush at all.

Alderman Higdon stated there is no sports right now.

Mayor Ferguson stated no, maybe some during the day.

Motion was duly made by Alderman Harris and seconded by Alderman Miller to table this item until we have time to research more. A vote was taken with the following results:

Those voting "Aye": Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderwoman Lynch, Alderman Miller, and Alderman Higdon.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**APPROVE UTILITY BILL ADJUSTMENT DOCKET**

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Utility Bill Adjustment Docket  
6/1/2021

The addresses listed below experienced a leak and did not receive the benefit of receiving water service.

House #	Street	Adjusted Amount	Reason for Leak Adjustment
1	680 Timber Cv Dr N	42.85	leak in line going to house
2	747 West Commerce	727.20	leak in line going to house
3	2495 Della Street	336.33	leak under slab of house



WATER LEAK REPAIR VERIFICATION  
City of Hernando Utility Department  
475 W Commerce St  
Hernando, MS 38632  
662-429-9092

Names as it appears on bill Verna M. Brooks  
 Service Address 680 Timber Cv Dr N  
 Phone Number (662) 429-7042  
 Customer Account# 03-0974403  
 Do you rent the property at this address? NO If yes the property owner or manager must completed the remainder of this form.  
 Property owner or manager Name & Phone # \_\_\_\_\_  
 Date of Repair 5-11-21  
 Repaired by Express Water  
 Explanation & Location of Leak Bubbling up like small volcano next to house

PLEASE READ AND INITIAL THE STATEMENTS BELOW BEFORE SIGNING.

VB APPLYING FOR A LEAK ADJUSTMENT DOES NOT PREVENT YOUR SERVICES FROM BEING DISCONNECTED. You are still responsible for paying your bill as normal. You will be contacted by the office once the adjustment is complete.  
VB I have attached a receipt for the repairs with the leak adjustment form. (The receipt must show the leak was outside.)  
VB I understand that the leak adjustment must be approved by the board. If it is not approved by the board, I will be responsible for the balance.  
VB I understand that I am only eligible for one leak adjustment per 12 months. THERE ARE NO EXCEPTIONS TO THIS POLICY.

Customer Signature Verna M. Brooks Date 5/12/21

For Office Use Only

Account Number 030974403 Billing Period Ending 5/31/21  
 High month usage 7 minus 6 month average 2 = Amount of Adjustment 5

Approved 5-21-21 \$ 42.85 credit

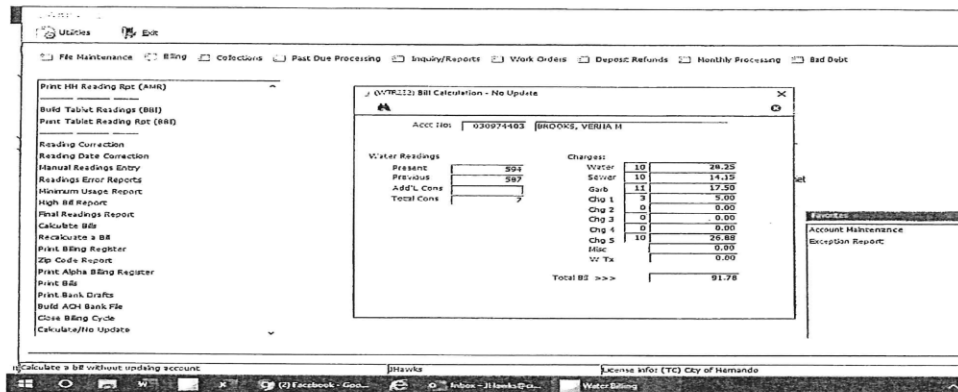
Express Water Heaters LLC  
662-655-8979

INVOICE NO. 0001

BILL TO Verna Brooks		SERVICE PERFORMED AT	
ADDRESS 680 Timber Creek N		ADDRESS SAME	
CITY, STATE, ZIP Hernando MS 38632		CITY, STATE, ZIP	
CUSTOMER ORDER NO.	DATE	TERMS	DATE
	11 May		
Replace water service from street stop to house. 10 year warranty  Finance Plan 924 - No Interest if Paid within 18 months - est \$220.00  Paid Total with Taxes + Fees 3950.00			

adams: NCT8745

Synchrony: 6034-6222-2957-9147



15.75  
 7.90  
 19.20  
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 \$ 42.85 Credit

Account: 02-9974403

Reading Information: From 01/15/2021 To 02/15/2021

Period	Code	Previous Reading	Present Reading	Amount Due
01/15/2021	10			
04/30/2021	10	556		
07/31/2021	10	565		
02/28/2021	10	583		
01/31/2021	10	581		
12/31/2020	10	579		
11/30/2020	10	577		
10/31/2020	10	575		
09/30/2020	10	573		
08/31/2020	10	571		
07/31/2020	10	569		
06/30/2020	10	567		
05/31/2020	10	565		

Payment History

Date	Type	Amount
	GRAS	48.93
	WTR	12.50
	DWR	6.25
	GRB	17.50
	COV	8.00
	RECYCL	.00
	RECYCLE	.00
	RECYCLES	.00
	CONVA	7.61
	HEC	.00
	TAX	.00
	L/C	.00
	FEI	.00
	LTK	.00

Total Read >>> 48.93

Balance >>> 48.93

Account: 02-337103

Reading Information: From 01/15/2021 To 02/15/2021

Period	Code	Previous Reading	Present Reading	Consumption	Amount Due
01/15/2021	10				0.00
01/30/2021	10	585	582	1	45.09
02/28/2021	10	589	585	2	46.93
02/23/2021	10	591	582	2	46.93
02/15/2021	10	579	581	2	46.93
11/30/2020	10	577	579	2	46.93
10/31/2020	10	575	577	2	46.93
09/30/2020	10	573	575	2	46.93
08/31/2020	10	571	573	2	46.93
07/31/2020	10	569	571	2	46.93
06/30/2020	10	567	569	2	46.93
05/31/2020	10	565	567	2	46.93

Payment History

Date	Type	Amount
	GRAS	48.93
	WTR	12.50
	DWR	6.25
	GRB	17.50
	COV	8.00
	RECYCL	.00
	RECYCLE	.00
	RECYCLES	.00
	CONVA	7.61
	HEC	.00
	TAX	.00
	L/C	.00
	FEI	.00
	LTK	.00

Total Read >>> 48.93

Balance >>> 48.93

Handwritten: 2 Avg

7  
- 2  
5

Hold for New Reading  
5-12-21  
(594)



WATER LEAK REPAIR VERIFICATION
City of Hernando Utility Department
475 W Commerce St
Hernando, MS 38632
662-429-9092

Names as it appears on bill Beth (or) Darrell Davidson
Service Address 747 West Commerce
Phone Number 901-233-6730
Customer Account# 04-0008002
Do you rent the property at this address? No

Property owner or manager Name & Phone # Beth + Darrell Davidson
Date of Repair April 6th
Repaired by Stewart Plumbing

Explanation & Location of Leak Leak was on the left side of the house - in front of the house, about 2 feet away from the foundation - the coupling came apart and had to be replaced

PLEASE READ AND INITIAL THE STATEMENTS BELOW BEFORE SIGNING.
[Initials] APPLYING FOR A LEAK ADJUSTMENT DOES NOT PREVENT YOUR SERVICES FROM BEING DISCONNECTED.
[Initials] I have attached a receipt for the repairs with the leak adjustment form.
[Initials] I understand that the leak adjustment must be approved by the board.
[Initials] I understand that I am only eligible for one leak adjustment per 12 months.

Customer Signature [Signature] Date 5/14/2021

For Office Use Only
Account Number 04-0008002 Billing Period Ending 4/30/21
High month usage 87 minus 6 month average 7 = Amount of Adjustment 80

Approved 5-26-21 \$727.20 credit
[Signature]



Stewart Plumbing Company Inc.
1410 Brookhaven Drive- Office
P.O. Box 682 - Mailing
Southaven, MS 38671
662-342-9991 / 901-368-9921
www.stewartplumbing.com

Estimate 27143386
Job 27139256
Estimate Date 4/5/2021
Technician Colton McCoil
Customer PO

Billing Address
Beth Davidson
747 West Commerce Street
Hernando, MS 38632 USA

Job Address
Beth Davidson
747 West Commerce Street
Hernando, MS 38632 USA

Estimate Details

Table with 5 columns: Task #, Description, Quantity, Standard Price, Your Price, Your Total. Includes sub-totals for Member Savings, Sub-Total, Tax, Total, and Est. Financing.

We have been providing quality plumbing service since 1993! Thank you for allowing us to serve you today!
I hereby authorize this estimate to proceed as agreed upon above. I also agree to the following Terms: We are cash on delivery service provider. Payment in full is due upon job completion for all work performed as agreed upon. A 25% deposit will be required on all work scheduled to be completed at the time of scheduling. All delinquent invoices more than 10 days past due is subject to service charge of 1 1/2% monthly (18% APR) or a minimal charge of \$25.00 whichever is larger. All invoices that are considered delinquent will be turned over to collections and all collection fees, court costs, attorney fees and other reasonably incurred expenses will be your responsibility to pay. We maintain the right to attach liens to all property at which the work has been performed and payment in full has not been received, under the lien laws of the state in which the work was performed. We will maintain an ownership interest in all material and equipment we purchase and install on your property until full payment is received. We maintain the right to remove all material and equipment we install until full payment is received. Payment shall be made by cash, check, money order or major credit card. Finance option is based on credit approval at participating bank. Any action brought by any party for enforcement of the work order shall be brought exclusively within a court of competent jurisdiction of DeSoto County, Mississippi. All parties submit to such courts' jurisdiction for purpose of any dispute. Except as provided otherwise herein, this transaction shall be governed by the case and statutory laws of the state of Mississippi. No oral modifications of the work order may be made by either party. This work order may not be limited, modified or varied except by a writing signed by both parties. Oral statements may not be relied upon nor a part of this contract. We thank you for your trust in our services and look forward to working with you on this project!

[Signature]

4/5/2021

**STEWART PLUMBING, INC.**  
**TERMS AND CONDITIONS OF ALL SALES**

Performance of work by Stewart Plumbing, Inc. is done pursuant to the terms and conditions set forth herein below. You, as the customer agree to the below terms and conditions and your failure to provide written objection to said terms and conditions prior to Stewart Plumbing, Inc beginning work on your project shall result in a waiver of any such objection and the full acceptance of the provisions contained herein.

**Payment Terms:** We are cash on delivery service provider. Payment in full is due upon job completion for all work performed as agreed upon. A 25% deposit will be required on all work scheduled to be completed at the time of scheduling. All delinquent invoices more than 10 days past, due is subject to service charge of 1 1/2% monthly (18% APR) or a minimal charge of \$25.00 whichever is larger. All invoices that are considered delinquent will be turned over to collections and all collection fees, court cost, attorney fees and other reasonably incurred expenses will be your responsibility to pay. We maintain the right to attach liens to all property at which the work has been performed and payment in full has not been received, under the lien laws of the state in which the work was performed. We will maintain an ownership interest in all material and equipment we purchase and install on your property until full payment is received. We maintain the right to remove all material and equipment we install until full payment is received. Payment shall be made by cash, check, money order or major credit card. Finance option is based on credit approval at participating bank. Any action brought by any party for enforcement of the work order shall be brought exclusively within a court of competent jurisdiction of Desoto County, Mississippi. All parties submit to such courts' jurisdiction for purpose of any dispute. Except as provided otherwise herein, this transaction shall be governed by the case and statutory laws of the state of Mississippi. No oral modifications of the work order may be made by either party. This work order may not be limited, modified or varied except by a writing signed by both parties. Oral statements may not be relied upon nor a part of this contract.

**Warranties:** We will warranty our workmanship on all new equipment installations for a period of at least one year or as defined by the technician in writing at the time of service. We will warranty all repairs made to existing equipment for a period of 90 days or as defined by technician in writing at time of service. All equipment we install will be subject to the manufactures and vendor's warranty and warranty claim guidelines, but in no case will we warranty our installation labor past a period of one year past the installations date. All drain cleaning will be warranted for a period of 30 days under normal usage and pending that no further problems are found at the time of service or any time within the 30 day warranty period. We reserve the right to revoke any drain cleaning warranty due to unknown conditions of the drainage system and known problems found at the time we perform our drain cleaning service. Customer agrees to contact Stewart Plumbing, Inc. and give them the opportunity to perform any warranty work that is required. Our warranties and liabilities are hereby limited to the goods and services provided by Stewart Plumbing, Inc., we accept no responsibility for any additional costs incurred by customer in the repair or replacement of its material or workmanship. The foregoing are the sole warranties with respect to the goods and services provided by Stewart Plumbing, Inc. The foregoing warranties are expressly in lieu of any implied warranty of merchantability or fitness for a particular purpose and all other express or implied warranties, all of which are hereby excluded. Any Actions for breach of warranty arising out of this transaction must be commenced within one (1) year from the expirations of the above warranty period.

TERMS and CONDITIONS and WARRANTIES Rev 04-03-2019.doc

Period	Code	Previous Reading	Present Reading	Consumption	Amount Due
05/31/2021	10	489	494	5	82.68
04/30/2021	10	402	489	87	814.12
03/31/2021	10	380	402	22	158.04
02/28/2021	10	385	389	4	74.11
01/31/2021	10	378	385	7	99.92
12/31/2020	10	372	378	6	91.60
11/30/2020	10	368	372	4	74.11
10/31/2020	10	363	368	5	82.68
09/30/2020	10	363	363	0	49.28
08/31/2020	10	363	363	0	49.28
07/31/2020	10	357	363	6	91.60
06/30/2020	10	351	357	6	91.60
05/31/2020	10	346	351	5	82.68

$$\begin{array}{r}
 87 \\
 - 7 \\
 \hline
 80 \times 3.50 = 280^{00} \\
 280^{00} \div 2 = 140 \\
 80 \times 3.84 = 307.20 \\
 \hline
 \$ 727.20 \text{ credit}
 \end{array}$$



WATER LEAK REPAIR VERIFICATION

City of Hernando Utility Department  
475 W Commerce St  
Hernando, MS 38632  
662-429-9092

Names as it appears on bill Mary J. LARAMEE  
Service Address 3495 DELLA ST.  
Phone Number 662 429-4529  
Customer Account# 05-0575501  
Do you rent the property at this address? No If yes the property owner or manager must completed the remainder of this form.  
Property owner or manager Name & Phone # \_\_\_\_\_  
Date of Repair 5-12-21  
Repaired by Stewart Plumbing  
Explanation & Location of Leak Leak under the slab of the house.

PLEASE READ AND INITIAL THE STATEMENTS BELOW BEFORE SIGNING.

- APPLYING FOR A LEAK ADJUSTMENT DOES NOT PREVENT YOUR SERVICES FROM BEING DISCONNECTED. You are still responsible for paying your bill as normal. You will be contacted by the office once the adjustment is complete.
- I have attached a receipt for the repairs with the leak adjustment form. (The receipt must show the leak was outside.)
- I understand that the leak adjustment must be approved by the board. If it is not approved by the board, I will be responsible for the balance.
- I understand that I am only eligible for one leak adjustment per 12 months. THERE ARE NO EXCEPTIONS TO THIS POLICY.

Customer Signature Mary J. Laramee Date 5-28-21

For Office Use Only

Account Number 05-0575501 Billing Period Ending 4-30-21

High month usage 44 minus 6 month average 4 = Amount of Adjustment 34

*Approved 5-28-21* \$ 336.33 credit



Stewart Plumbing Company Inc.  
1410 Brookhaven Drive- Office  
P.O. Box 682 - Mailing  
Southaven, MS 38671  
662-342-9991 / 901-368-9921  
www.stewartplumbing.com

Invoice 27787574  
Invoice Date 5/12/2021  
Completed Date 5/12/2021  
Technicians Austin Cole  
Hobbs  
Tripp Barnett

Billing Address  
Mary Laramee  
2495 Della Street  
Hernando, MS 38632 USA

Customer PO  
Job Address  
Mary Laramee  
2495 Della Street  
Hernando, MS 38632 USA

Description of Work

Task #	Description	Quantity	Standard Price	Your Price	Your Total
SAA0110-TC25	Enrollment into the ongoing Monthly VIP Membership. Please refer to your welcome packet or e-mail for a complete list of the benefits of this program.  *The initial charge is placed at the time of enrollment, and then monthly between the 15th and 20th of each month. You must maintain this membership for 12 consecutive months from the completion date on this invoice to retain the 15% discount and waived trip charge on the services rendered on this project.	1.00	\$9.95	\$9.95	\$9.95
RPW025-TC100	Single Circuit Pex Repipe ( up to 60 ft ) Repipe to eliminate a leaking water line under the slab with pex water piping. 2 year parts and labor warranty on replaced circuit. Up to 60 ft of piping run allowed. This task will include drywall cutting and demolition only. Drywall repairs and carpentry repairs are not included.	1.00	\$3,791.59	\$3,222.85	\$3,222.85
TR050	Full toilet and reset with replacement Wax ring, closet bolts and re caulk to floor. Tank to bowl bolts and gasket need to be inspected. Typically this repair is for toilets no more than 5 years old. This repair is for wobbly toilets or toilet with blockages that must be pulled and back augured.	2.00	\$460.81	\$391.69	\$783.38
M-C	Replaced fill valve in both toilets. Adjusted handle on kitchen faucet. 90 day warranty.	1.00	\$0.00	\$0.00	\$0.00

Paid On	Type	Memo	Amount
5/7/2021	Check	3460	\$1,100.00
5/7/2021	Credit Card	1398	\$10.65
5/14/2021	Check	3464	\$3,186.66

Member Savings \$706.98  
Sub-Total \$4,016.18  
Tax \$281.13  
Total Due \$4,297.31  
Payment \$4,297.31  
Balance Due \$0.00

We have been providing quality plumbing service since 1993! Thank you for allowing us to serve you today!

I hereby authorize Stewart Plumbing to provide the services as outlined by this estimate. Furthermore I agree to the following terms: We are cash on delivery service provider. Payment in full is due upon job completion for all work performed as agreed upon. A 25% deposit will be required on all work scheduled to be completed at the time of scheduling. All delinquent invoices more than 10 days past due is subject to service charge of 1 1/2% monthly (18% APR) or a minimal charge of \$25.00 whichever is larger. All invoices that are considered delinquent will be turned over to collections and all collection fees, court cost, attorney fees and other reasonably incurred expenses will be your responsibility to pay. We maintain the right to attach liens to all property at which the work has been

STEWART PLUMBING, INC.

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TERMS and CONDITIONS and WARRANTIES REV 04-03-2019.doc

Bill Date	Code	Previous Reading	Current Reading	Consumption	Amount Due
05/31/2021	10	430	434	4	66.97
04/20/2021	10	389	430	41	395.26
04/20/2021	10	359	389	3	50.20
02/28/2021	10	381	386	5	74.84
01/21/2021	10	370	381	11	74.84
12/01/2020	10	373	376	3	57.50
11/01/2020	10	369	373	4	66.97
10/01/2020	10	365	369	4	66.97
09/01/2020	10	361	365	4	66.97
08/01/2020	10	358	361	3	57.50
07/01/2020	10	323	358	35	74.84
06/01/2020	10	319	323	4	66.97
05/01/2020	10	318	319	1	66.97

Handwritten calculations:

$$\begin{array}{r}
 41 \\
 - 4 \\
 \hline
 37 \times 3.50 = 129.50 \\
 129.50 \div 2 = 64.75 \\
 37 \times 3.84 = 142.08 \\
 \hline
 \$ 336.33 \text{ credit}
 \end{array}$$

Motion was duly made by Alderman Harris and seconded by Alderman Hobbs to approve the Utility Bill Adjustment Docket, finding that the customers had a leak and did not receive the benefit of receiving the water services, also request that the water leak repair verification form and attached documents are put in the minutes. A vote was taken with the following results:

Those voting "Aye": Alderman Hobbs, Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Higdon, and Alderwoman Brooks.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT WITH NEEL-SCHAFFER  
FOR PROFESSIONAL SERVICES FOR MS4 STORMWATER ADVISORY SERVICES**

---

Motion was duly made by Alderman Higdon and seconded by Alderman Harris to authorize the Mayor to sign an agreement with Neel-Schaffer for Professional Services for MS4 Stormwater Advisory Services. A vote was taken with the following results:

Those voting "Aye": Alderman Harris, Alderwoman Lynch, Alderman Miller, Alderman Higdon, Alderwoman Brooks, and Alderman Hobbs.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

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**DISCUSSION FOR FIRE WORKS SHOW JULY 1<sup>ST</sup> 2021**

---

Motion was duly made by Alderman Higdon and seconded by Alderman Harris to authorize the Mayor to sign an agreement with Argo Entertainment for a Independence Day Production, after the City Attorney approves the agreement. A vote was taken with the following results:

Those voting "Aye": Alderman Higdon, Alderwoman Brooks, Alderman Hobbs, Alderman Harris, Alderwoman Lynch, and Alderman Miller.

Those voting "Nay": None.

ORDERED AND DONE this the 1<sup>st</sup> day of June, 2021.

---

**GPS MAPPING PRESENTATION**

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Mayor Ferguson stated he wanted the Board to see what we've been working on. We used to have to call Joe Frank in the middle of the night if we had an issue, to find a line.

Public Works Director Lee Germany went over the GPS Mapping that has been done and what they are able to do with it.

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**DISCUSSION OF THE POLICE CHIEF, ASSISTANT POLICE CHIEF AND PARKS  
DIRECTOR'S SALARY**

---

Alderman Hobbs stated that right now we don't have the data in front of us, but the Police Chief has requested a pay increase. I'd like to see the things y'all have done in the past 4 years. I'd like to see an evaluation on all 3 and bring back to the Board at the next meeting.

Alderwoman Brooks stated it is long overdue.

Alderman Hobbs stated he wants a comparison chart, to see if an increase is justified. We want to keep our employees.

---

**ADJOURN**

---

There being no further business at this time a motion was duly made by Alderman Higdon, seconded by Alderman Hobbs to adjourn.

Motion passed with a unanimous vote of "Aye".

---

MAYOR TOM FERGUSON

ATTEST:

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KATIE HARBIN, CITY CLERK