

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON AUGUST 7, 2018 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
ATTORNEY	ROCKY EATON
ALDERMEN	BRAD AMACKER CRAIG BULLOCK DAVID CLAYTON TONY DUCKER WILLIAM KING STEVE STRINGER
OTHERS	ADA MADISON VALERIE WILSON AND MANY OTHERS

MAYOR MARX DECLARED A QUORUM PRESENT AND DECLARED THE CITY COUNCIL IN SESSION.

THE INVOCATION WAS OFFERED BY CRAIG BULLOCK

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

Request to adjust penalty fees assessed to 95 Greenbay Dr. in the amount of \$427.85. (K Miller)

Request to set hearing date of August 28, 2018 at 6:00 p.m. for parcel #3-0301-12-046.00. (A Heath)

Request to accept the resignation of Chris Odom in the Police Dept. (Chief Fuller)

Request to authorize Dixie Electric to install a street light at Springfield Rd & Evelyn Gandy Parkway at a cost of \$928.74. (Stringer)

Request to accept Supplemental Agreement #1 in the amount of (\$851.17) for Trailwood Base Repairs per Shows, Dearman & Waits recommendation. (City Clerk)

Request to pay Application #2 in the amount of \$33,332.25 to Suncoast Infrastructure for Central Ave/Hillcrest Sewer Repair per Shows, Dearman & Waits recommendation. (City Clerk)

ORDERS & ORDINANCES

Request to adopt order hiring Paul Arnold Carpenter, Jr. in the Street Dept at a rate of \$14.00 per hour. (K Bullock)

Request to adopt order hiring Michael Wheelock full time in the Fire Dept at 2nd Class at a rate of \$11.75 per hour effective August 30, 2018. (Chief Hendry)

Request to adopt order hiring Forrest Cawley full time in the Fire Dept at 2nd Class at a rate of \$11.75 per hour effective August 30, 2018. (Chief Hendry)

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE THE MINUTES OF THE PUBLIC HEARING AND THE REGULAR MEETING OF JULY 17, 2018.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE PUBLIC HEARING AND THE REGULAR MEETING OF JULY 17, 2018 AS WRITTEN. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, CLINT MOORE ENTERED THE MEETING.

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT

THEREUPON, PHILLIP SOLLY ADDRESSED THE BOARD REGARDING THE MASTER METER AT FORREST GARDENS MOBILE HOME PARK. HE DOES NOT BELIEVE THE PARK OWNER SHOULD BE RESPONSIBLE FOR THE WATER USED BY THE MASTER METER SINCE THEY DON'T HAVE CONTROL OF THE INDIVIDUAL METERS IN THE PARK.

THEREUPON, JUANITA HATTEN, 200 HARVEY AVE ADDRESSED THE BOARD REGARDING A CULVERT BEING PLACED NEAR HER HOUSE. SHE DOESN'T BELIEVE THE CULVERT WILL HELP DRAINAGE. SHE SAID IT WAS A SWAMP WHEN SHE MOVED THERE AND IT WILL ALWAYS BE SWAMP. SHE DOESN'T WANT HER YARD TORN UP FOR THE CULVERT.

THEREUPON, MAVIS CREAGH ADDRESSED THE BOARD ON BEHALF OF R3SM. THEY HAVE BUILT ONE HOME IN PETAL AND HAVE TWO MORE HOMES IN THE PROCESS. THEY ARE REQUESTING FINANCIAL SUPPORT FROM THE CITY. THEREUPON, VALERIE WILSON ADDED THAT SHE WORKED ON THE "UNMET NEEDS" COMMITTEE AFTER THE TORNADO IN 2017 AND THIS ORGANIZATION IS GREAT AND DESERVES SOME SUPPORT.

WHEREAS, MAYOR MARX CALLED ON MR HYDE TO ADDRESS THE BOARD REGARDING 149 E 2ND AVE.

THEREUPON, MR. HYDE ADDRESSED THE BOARD AND STATED THAT HE IS THE MORTGAGE HOLDER ON THE HOUSE. HE SAID THE HOUSE IS IN THE FORECLOSURE PROCESS AT THIS TIME AND HE WOULD LIKE TO DO WHATEVER HE CAN TO SALVAGE THE HOUSE. HE JUST ISN'T SURE WHAT CAN BE DONE UNTIL HE ACTUALLY GETS THROUGH FORECLOSURE. MAYOR MARX STATED THAT THE CITY IS NOT PLANNING TO DEMOLISH THE HOUSE AT THIS TIME AND WOULD BE TIED UP BY THE PENDING FORECLOSURE ANYWAY. MAYOR MARX ASKED THE CITY CLERK TO FORWARD AMY HEATH'S CONTACT INFO TO MR. HYDE FOR FUTURE COORESPONDENCE.

WHEREAS, MAYOR MARX PRESENTED A CONTRACT WITH OWENS BUSINESS MACHINES FOR COPIER AND PRINTER LEASE AT THE POLICE DEPT

EXHIBIT "A"
CONTRACT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE CONTRACT WITH OWENS BUSINESS MACHINES FOR COPIER AND PRINTER LEASE AT STATE CONTRACT PRICES. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY ESTIMATE #1 IN THE AMOUNT OF \$89,077.23 TO SOUTHEASTERN ASPHALT & CONSTRUCTION, CO FOR TRAILWOOD BASE REPAIRS.

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ESTIMATE #1 IN THE AMOUNT OF \$89,077.23 TO SOUTHEASTERN ASPHALT & CONSTRUCTION CO FOR TRAILWOOD BASE REPAIRS PER SHOWS, DEARMAN & WAITS RECOMMENDATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY APPLICATION #1 IN THE AMOUNT OF \$36,250.00 TO MCQUEEN CONTRACTING FOR ROADWAY SEALING

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY APPLICATION #1 IN THE AMOUNT OF \$36,250.00 TO MCQUEEN CONTRACTING FOR ROADWAY SEALING. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF MIKE SHOEMAKE IN THE STREET DEPT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF MIKE SHOEMAKE IN THE STREET DEPT EFFECTIVE JULY 31, 2018. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF CLARK MOORE AT THE SENIOR CENTER

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF CLARK MOORE IN THE SENIOR CENTER EFFECTIVE JULY 24, 2018. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING PROOFS OF PUBLICATION

- 2017 AUDIT NOTICE

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE FOREGOING PROOFS OF PUBLICATION FOR FILING. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT MONIES FROM PINE BELT MENTAL HEALTH FOR CIT TRAINING REIMBURSEMENT

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE RECEIPT OF MONIES FROM PINE BELT MENTAL HEALTH TO BE EARMARKED FOR CIT TRAINING. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE THE BILLING AND COLLECTION AGREEMENT WITH UNITED HEALTHCARE SERVICES

EXHIBIT "B"

BILLING & COLLECTION AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE BILLING AND COLLECTION AGREEMENT WITH UNITED HEALTHCARE SERVICES AND TO AUTHORIZE THE CITY CLERK AS SIGNING REPRESENTATIVE. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO RENEW EMPLOYEE HEALTH INSURANCE WITH UNITED HEALTHCARE AT A COST OF \$696.95 PER MONTH

EXHIBIT "C"

HEALTH INSURANCE RENEWAL OPTIONS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RENEWAL WITH UNITED HEALTHCARE SERVICES FOR EMPLOYEE HEALTH INSURANCE AT A RATE OF \$696.95 PER MONTH PER EMPLOYEE. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO RENEW EMPLOYEE DENTAL INSURANCE WITH SUN LIFE AT A COST OF \$23.71 PER MONTH

EXHIBIT "D"

DENTAL COST SUMMARY

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RENEWAL WITH SUN LIFE FOR EMPLOYEE DENTAL INSURANCE AT A RATE OF \$23.71 PER MONTH PER EMPLOYEE. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO WAIVE THE SEWER REQUIREMENT FOR PROPERTY LOCATED AT 929 HWY 42 AND TO ADJUST SEWER CHARGES AND FEES

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO TABLE THE REQUEST AT THE ADVICE OF THE CITY ATTORNEY. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE DOCKET OF CLAIMS FOR THE MONTH OF JULY 2018

EXHIBIT "E"

DOCKET

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE DOCKET OF CLAIMS FOR THE MONTH OF JULY 2018. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST PENALTY FEES ASSESSED TO 95 GREENBAY DR

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST PENALTY FEES ASSESSED TO 95 GREENBAY DR IN THE AMOUNT OF \$427.85. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A HEARING DATE FOR PARCEL #3-030I-12-046.00

THEREUPON, ALDERMAN KING MADE A MOTION TO SET A HEARING DATE OF AUGUST 28, 2018 AT 6:00 P.M. FOR PARCEL #3-030I-12-046.00. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF CHRIS ODOM IN THE POLICE DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF CHRIS ODOM IN THE POLICE DEPT EFFECTIVE AUGUST 7, 2018. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO AUTHORIZE DIXIE ELECTRIC TO INSTALL A STREET LIGHT AT SPRINGFIELD RD AND EVELYN GANDY PARKWAY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE DIXIE ELECTRIC TO INSTALL A STREET LIGHT AT SPRINGFIELD RD AND EVELYN GANDY PARKWAY AT A COST OF \$928.74. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED SUPPLEMENTAL AGREEMENT #1 FOR TRAILWOOD BASE REPAIRS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT SUPPLEMENTAL AGREEMENT #1 IN THE AMOUNT OF -\$851.17 FOR TRAILWOOD BASE REPAIRS PER SHOWS, DEARMAN & WAITS RECOMMENDATION. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED PAY APPLICATION #2 IN THE AMOUNT OF \$33,332.25 TO SUNCOAST INFRASTRUCTURE FOR CENTRAL AVE/HILLCREST SEWER REPAIRS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY APPLICATION #2 IN THE AMOUNT OF \$33,332.25 TO SUNCOAST INFRASTRUCTURE FOR CENTRAL AVE/HILLCREST SEWER REPAIRS PER SHOWS, DEARMAN & WAITS RECOMMENDATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR CASEY WALLEY TO ATTEND "MANAGING THE PROPERTY & EVIDENCE ROOM" IN RIDGELAND, MS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE CASEY WALLEY TO ATTEND "MANAGING THE PROPERTY & EVIDENCE ROOM" IN RIDGELAND, MS ON AUGUST 7-8, 2018 AT A COST OF \$526.00. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR BRENT CHENNAULT TO ATTEND "STRUCTURAL COLLAPSE SPECIALIST" TRAINING IN MERIDIAN, MS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE BRENT CHENNAULT TO ATTEND "STRUCTURAL COLLAPSE SPECIALIST" TRAINING IN MERIDIAN, MS ON SEPT 10-17, 2018 AT NO COST. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR MICHELLE STREBECK TO ATTEND ANNUAL COURT CLERK CONFERENCE IN JACKSON, MS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE MICHELLE STREBECK TO ATTEND ANNUAL COURT CLERK CONFERENCE IN JACKSON, MS ON SEPT 11-14, 2018 AT A COST OF \$133.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE

ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING RUSSELL HARPER IN THE SENIOR CENTER

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
DEEM IT NECESSARY TO HIRE A BUS DRIVER/CUSTODIAN
AT THE SENIOR CENTER

IT IS HEREBY ORDERED THAT RUSSELL HARPER BE
HIRED FULL TIME IN THE SENIOR CENTER AT A
RATE OF \$12.36 PER HOUR EFFECTIVE AUG 13, 2018

SO ORDERED THIS THE 7TH DAY OF AUGUST 2018

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN BULLOCK
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER TRANSFERRING BILL HOLTON TO FULL TIME

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 BILL HOLTON
BE TRANSFERRED FROM PART TIME TO FULL TIME
AT A RATE OF \$17.1223 PER HOUR EFFECTIVE
AUGUST 3, 2018

SO ORDERED THIS THE 7TH DAY OF AUGUST 2018

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN KING
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING PAUL ARNOLD CARPENTER, JR IN THE STREET DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
HIRE A FULL TIME LABORER

IT IS HEREBY ORDERED THAT PAUL ARNOLD
CARPENTER, JR BE HIRED FULL TIME IN THE
STREET DEPT AT A RATE OF \$14.00 PER HOUR
EFFECTIVE AUGUST 6, 2018

SO ORDERED THIS THE 7TH DAY OF AUGUST 2018

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING MICHAEL WHEELOCK IN THE FIRE DEPT

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 ORDED THAT MICHAEL WHEELOCK
BE HIRED FULL TIME AS 2ND CLASS FIREFIGHTER
AT A RATE OF \$11.75 PER HOUR PENDING
PHYSICAL AND DRUG SCREEN RESULTS

SO ORDERED THIS THE 7TH DAY OF AUGUST 2018

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING FORREST CAWLEY IN THE FIRE DEPT

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 ORDED THAT FORREST CAWLEY
BE HIRED FULL TIME AS 2ND CLASS FIREFIGHTER
AT A RATE OF \$11.75 PER HOUR EFFECTIVE
AUGUST 30, 2018

SO ORDERED THIS THE 7TH DAY OF AUGUST 2018

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR EXECUTIVE SESSION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO CLEAR THE ROOM TO SEE THE NEED FOR EXECUTIVE SESSION. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADJOURN THE REGULAR MEETING OF AUGUST 7, 2018. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED.

SEAL
ATTEST


MELISSA MARX, CITY CLERK


MAYOR HAL MARX

EXHIBIT "A"

Revised Date: February 2017

Revised Date: February 2017

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 Petal Police Department (hereinafter referred to as Customer), and Business Machines, Inc. (hereinafter referred to as Vendor). This Agreement is 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 charges 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 as 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.

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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, to inspect 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 or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier 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 was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

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, whose 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 retrofits designated 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 retrofits. (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 operator 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 noncompatible 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 deliver the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or product that provides equal or greater capabilities.

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 expenses, and attorneys' fees, 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,

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B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the 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 reinstalling 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. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated 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 prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-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 taxes. 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

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 that 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.

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, subcontract 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 thereto 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 Miranda Williams
Title Marketing Representative	Title Administrative Assistant
Address 2108 Hardy Street	Address 127 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 related 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 loan.

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EXHIBIT "A"

Revised Date: February 2017

Revised Date: February 2017

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 the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit 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 reasonable 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 discontinuance 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 expenses 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 documented 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 status 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, "status 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

Revised Date: February 2017

Revised Date: February 2017

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 9th day of August, 2018.

Vendor: Owens Business Machines, Inc.

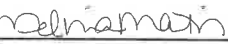
By: 
Authorized Signature

Printed Name: Sam Hogue

Title: Marketing Representative

Witness my signature this the 10th day of August, 2018.

Customer: Petal Police Department

By: 
Authorized Signature

Printed Name: Melissa Martin

Title: City Clerk

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter 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, deleting all information, or reformat the hard drive with a new hard drive prior to storing or re-selling 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 supersedes 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 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 as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued 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.mississippi.gov>.

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.

EXHIBIT A
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: 820038140

Vendor Company Name: Owens Business Machines, Inc.

Customer Agency Name: Petal Police Department

Bill to Address: 127 West 8th Avenue, Petal, MS 39465

Ship to Address: Petal Police Department
127 West 8th Avenue
Petal, MS 39465

Description of Equipment, Software, or Services	Price
Canon imageRUNNER 1435iF	\$24.86 / Month
Canon imageRUNNER 1435i	\$20.72 / Month

Delivery Schedule and Installation Date: Aug. 24, 2018

Rental Term: (Number of Months) 48 Months

Start Date: 09/01/2018

End Date: 08/31/2022

Modifications: There will be a Base Monthly Maintenance Fee of \$4.00 on each machine with copies billed at .014 to cover parts, labor, toner and drum unit. Waive installation fees.


Vendor Signature


Customer Signature

EXHIBIT "A"

Revised Date: February 2017

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE	REMARKS
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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 Petal Police Department (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 as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.
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 - 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, to inspect 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 or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.
- C. COPY CREDITS: If applicable, if a copier 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 was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.
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 retrofits designated 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 retrofits. (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 operator 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 noncompatible 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 expenses, and attorneys' fees, 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.

EXHIBIT "A"

Revised Date: February 2017

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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 that 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 the Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

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, subcontract 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 thereto 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:

Name Sam Hogue
Title Marketing Representative
Address 2108 Hardy Street
City, State, & Zip Code Hattiesburg, MS 39401

For the Customer:

Name Miranda Williams
Title Administrative Assistant
Address 127 West 8th Avenue
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 related 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 loan,

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approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter 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, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling 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 supersedes 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 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 as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued 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.transparencymississippi.gov>.

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.

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 an 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 a period of three (3) years after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment made by any such audit 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 reasonable 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 discontinuance 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 expenses 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 documented 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 status 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, "status 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

Revised Date: February 2017

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 9th day of August, 2018.

Vendor: Owens Business Machines, Inc.


By:  Authorized Signature

Printed Name: Sam Hogue

Title: Marketing Representative

Witness my signature this the 10th day of August, 2018.

Customer: Petal Police Department

By:  Authorized Signature

Printed Name: Melissa Martin

Title: City Clerk

EXHIBIT "A"

Revised Date: February 2017

EXHIBIT A
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.

Intract Number: 8200038140

Company Name: Owens Business Machines, Inc.

Customer Agency Name: Petal Police Department

Bill to Address: 127 West 8th Avenue, Petal, MS 39465

Ship to Address: Petal Police Department
127 West 8th Avenue
Petal, MS 39465

Description of Equipment, Software, or Services
Canon imageRUNNER ADVANCE C3530:IT
Inner Finisher K1
Cabinet Type R

Price
\$149.00 / Month

Delivery Schedule and Installation Date: Aug. 24, 2018

Rental Term: (Number of Months) 48 Months

Start Date: 09/01/2018

End Date: 08/31/2022

Modifications: There will be a charge of .0081 for R/R and .041 for Color to cover parts, labor, toners and drum units. We will waive the state contract installation fees.

Shon Hogue
Vendor Signature

Melmaraxi
Customer Signature

Item #	Description	Quantity	Unit Price	Total Price	Notes
1	Canon imageRUNNER ADVANCE C3530:IT	1	\$149.00	\$149.00	
2	Inner Finisher K1	1	\$149.00	\$149.00	
3	Cabinet Type R	1	\$149.00	\$149.00	
				TOTAL	
				\$149.00	

EXHIBIT "B"

BILLING AND COLLECTION AGREEMENT

rev 6-26-14

This Billing and Collection Agreement ("Agreement") by and among United HealthCare Services, Inc., and its subsidiaries and affiliates (collectively "UHS"), the designated service provider(s) (individually and collectively, "Service Provider") indicated on the attached Exhibit 1 to this Agreement ("Exhibit 1"), and City of Petal ("Customer"), sets forth the terms and conditions under which UHS will assist in the billing and collection of Service Fees from Customer, and the processing and remittance of the Service Fees to Service Provider. This Agreement is effective as of October 1, 2018 (the "Effective Date").

RECITALS

Customer has purchased certain medical insurance products ("Medical Benefit Plan(s)") from a company controlled by or under common control with UHS including, without limitation, UnitedHealthcare Insurance Company (each, an "Affiliate").

Customer and Service Provider represent that they have entered into one or more valid agreements under which Service Provider agrees to provide services to assist Customer with its benefit plan (individually and collectively, "Service Agreement") in return for agreed upon compensation to be paid by Customer ("Service Fee").

Customer and Service Provider acknowledge that UHS is not a party to the Service Agreement.

Customer and Service Provider have requested that UHS bill Customer for the monthly Service Fee on the Service Provider's behalf, and incorporate the Service Fee bill into the Medical Benefit Plan(s) bill for the Customer's administrative ease.

Customer, Service Provider, and UHS acknowledge and agree that the Service Fee is not part of the premium charged for any Medical Benefit Plan offered by an Affiliate and is not a required contingency of obtaining the coverage purchased by Customer.

UHS agrees to provide the billing services described herein in reliance upon and subject to the aforementioned recitals and terms and conditions set forth below.

TERMS AND CONDITIONS

Section 1: Rights and Responsibilities.

A. Responsibility of UHS:

- 1. UHS agrees to bill Customer for the Service Fee identified in Exhibit 1 on a monthly basis and incorporate this billing with the premium bill for the Medical Benefit Plan(s) purchased by the Customer during the Term.
- 2. UHS agrees to forward or transmit any collected Service Fee to the appropriate Service Provider (as outlined in Exhibit 1) within 60 days of receipt of the Service Fee from Customer.

B. Responsibilities of Customer:

- 1. Customer agrees to pay the Service Fee at the same time as payment is made for the premium for the Medical Benefit Plan(s) included on the same invoice.
- 2. Customer agrees to notify UHS immediately of the termination of any one or more Service Agreements.
- 3. Customer shall take all steps necessary to recover from Service Provider any overpayment of the Service Fee which is due to Customer's error.
- 4. Customer agrees that it is responsible for any tax reporting related to the payment of the Service Fee to the Service Provider.

C. Responsibilities of Service Provider:

- 1. Service Provider agrees to notify UHS immediately of any change in the contractual relationship between it and the Customer that would impact the Service Fee payment.
- 2. Service Provider agrees to return to UHS any Service Fee overpayments that occur as a result of a processing error by UHS within thirty (30) days of UHS's request for such repayment.
- 3. Service Provider agrees that UHS is not responsible for any tax reporting related to the payment of the Service Fee to the Service Provider.
- 4. Service Provider acknowledges and agrees that it is solely responsible for determining what licenses (state, local or otherwise) are required for it to perform the services described herein and/or in the Service Agreement, and for obtaining such licenses and maintaining them in good standing throughout the Term.

- C. Customer and Service Provider acknowledge and agree that the Service Fee may be deposited by UHS in an account with other funds collected by UHS in the normal course of business. All available funds may be invested in short-term instruments shortly after deposit into this account (typically once per day) which can earn interest income at market rates. By way of example only, the applicable second quarter, 2013 market interest rates were 0.23% in April, 0.22% in May, and 0.20% in June, which is fairly standard for market rates. With relation to utilization for such short-term investments, Service Fees are generally treated like all other funds collected by UHS in the normal course of business so long as in UHS's possession. Service Fees are in UHS's possession for a period of approximately 30 to 60 days under normal circumstances prior to being forwarded to the Service Provider as discussed elsewhere in this Agreement. The payer of any interest received by UHS on Service Fees as the result of such short-term investment activity will be the sponsor of the relevant investment vehicle. UHS retains interest earned on the Service Fees while in its possession as consideration for UHS's services under this Agreement.

D. Service Provider acknowledges that UHS has no obligations to Service Provider to collect amounts owed to it by Customer other than those expressly set forth in this Agreement.

E. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter addressed herein and entirely and completely supersedes, voids and replaces all agreements, negotiations, understandings and representations (whether written or oral) in existence between the parties as of the Effective Date and relating to the same subject matter.

F. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. A signature by facsimile transmission or other electronic means which allows the identity of the signer to be reasonably confirmed shall be as good and binding as an original signature.

Signatures: Through the signature of their respective authorized representatives, the parties hereby agree to the terms and conditions of this Agreement.

For Customer:

For Service Provider:

Signature lines for Customer and Service Provider with fields for Printed Name, SSN/ID#, Title, and Date.

For UHS:

For Service Provider (if more than one):

Signature lines for UHS and multiple Service Providers with fields for Printed Name, SSN/ID#, Title, and Date.

Section 2: Payments and Adjustments.

- A. All parties agree to promptly notify the others upon becoming aware of an incorrect payment amount, and to promptly remit any amounts overpaid.
- B. If the amount Customer pays to UHS for both Service Fee and premium related to the Medical Benefit Plan(s) purchased by Customer is less than the amount billed by UHS, the amount forwarded to the Service Provider will vary in direct proportion to the difference in the amount paid compared to the amount billed. This variation will apply regardless of the basis used for calculating the Service Fee, including a percent of premium, a set amount per enrolled employee, per month, or a set dollar amount per month.
- C. UHS may recover overpayments from Service Provider by offsetting the overpayment against any other compensation due to Service Provider by UHS.
- D. Service Fees will be subject to garnishments and any other legal attachments as required by a legal court similar action.
- E. The Service Fee amount may be modified on a prospective basis only. UHS must be informed of the change in writing, including the date that the change will be implemented (which must be at least 30 days from the date of such notice to UHS). UHS will notify Customer and Service Provider in writing that it will implement the change on the date requested; provided, however, that UHS has the right to designate a date subsequent to the date requested if, in its reasonable judgment, UHS believes that such a delay is necessary.

Section 3: Amendments.

- A. UHS may amend the terms and conditions of this Agreement, except for terms and conditions related to the amount of the Service Fee, at any time by notifying Customer and Service Provider of the change in writing at least 30 days prior to the effective date of the change.
- B. Customer may request a change to the amount of the Service Fee subject to the requirements contained in Section 2(E) above.
- C. All other amendments to the provisions of this Agreement, not addressed by 3(A) or 3(B) above, must be set forth in writing and signed by an authorized representative of each party to this Agreement.

Section 4: Term and Termination.

This Agreement is effective on the Effective Date and shall continue until terminated as set forth in this Section 4 (the "Term").

- A. Customer may terminate the Agreement at any time, for any reason (or no reason), by providing written notice of such termination; provided, however, that if the termination does not specify an effective date at least 30 days in the future, Customer acknowledges and agrees that such termination will be effective up to 30 days following UHS's receipt of such notice. Unless otherwise specifically so stated, notice that the Customer has elected to work with a different Service Provider shall be considered to be effective notice of the termination of this agreement.
- B. UHS and Service Provider may terminate this Agreement at any time, for any reason (or no reason), by providing written notice of such termination at least 60 or more days before the effective date of the termination.
- C. UHS may terminate this Agreement immediately, upon written notice to Customer and Service Provider, if UHS is made aware that responsibilities and duties called for herein are no longer legally permissible.
- D. This Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of the cancellation or termination of the last of the Medical Benefit Plan(s) purchased by Customer from an Affiliate then in existence.
- E. In addition, this Agreement will terminate automatically and without any further action being required on the part of any party as of the effective date of a subsequently executed Billing and Collection Agreement by and between UHS, Customer and any service provider (whether the same Service Provider named in Exhibit 1 or not).
- F. Notwithstanding the foregoing, the provisions of this Agreement which, by their nature, are intended to survive beyond the termination of this Agreement shall survive such termination, including, but not limited to, Sections 1(B), 1(C), 2(A), 2(C), 2(D), and 5.

Section 5: Additional Customer and Service Provider Acknowledgments and Approvals.

- A. Customer understands that UHS may compensate Service Provider for the sale, service and retention of Medical Benefit Plans and that the Medical Benefit Plan(s) purchased by Customer may, if eligible, be taken into account in the calculation of any bonus or override program offered by UHS to Service Provider. Eligibility for such bonus and/or override programs is determined by UHS based on a number of factors including, but not limited to, state-specific regulatory requirements.
- B. By executing this Agreement below, Customer represents that either the payment of a bonus and/or override by UHS, as described in 5(A) above, does not create a conflict of interest or, to the extent of any apparent conflict, it is understood and hereby waived by Customer.

BILLING AND COLLECTION AGREEMENT

EXHIBIT 1

Form section for customer completion with fields for Customer Name, Service Agreement Effective Date, Designated Service Provider, and Service Provider Representative.

PLEASE NOTE THAT THE INFORMATION CONTAINED IN THE BOX ABOVE MAY BE CHANGED PERIODICALLY BY UHS AS DIRECTED. ANY OTHER ALTERATIONS TO THE TOP HALF OF THIS FORM MUST BE INITIALED BY THE CUSTOMER TO DOCUMENT CONSENT TO THE CHANGE.

Form section for payment method selection with checkboxes for Percentage of Medical Premium and Per Employee Per Month (PEPM).

IF MORE THAN ONE SERVICE PROVIDER IS LISTED ABOVE, PLEASE INDICATE WITH SPECIFICITY HOW THE TOTAL FEE SHOULD BE DIVIDED BETWEEN THE SERVICE PROVIDERS:

Check here if the Designated Service Provider and Service Provider Representative named above are to be designated as the Agent of Record and Writing Agent, respectively, of all of the Customer's non-medical lines of coverage. Checking this box will replace the existing Agent of Record and Writing Agent for those lines of coverage. If more than one Service Provider is designated above, please indicate with specificity which, if any, non-medical lines of coverage should have changes to the currently designated Agent of Record:

Signature line for Authorized Representative of Customer with fields for Name (Printed) and Phone.

For Internal Use Only (To be Completed by United HealthCare Services, Inc.)

Form section for internal use with fields for UNIS/BASICs Platform, FACETS Platform, and West Coast/Nice Platform, including Payee/Producer ID, WA CRID, and Agreement State.

*Please circle the group(s) that the service fee will be billed to.

City of Petal
Group Medical Plan Cost Summary
10-1-2018 Renewal Options
 Prepared by: Michelle Fuller - BXS Insurance Services, Inc.
 Plan Year October 1, 2018 through September 30, 2019

Revised 7/23/2018
 Singles 84
 EE/Spouse 1
 EE/Children 1
 Family 23
 Total Enrollment 109

Differences from current

	1	2	3	4	5	6	7
	UHC	UHC	UHC	UHC	UHC	UHC	Humana
	YTW Med Rx 04	YTW w/ Rx 04	APU2 w/Rx 04	APWW w/Rx 04	APV7 w/Rx 04	APV7 w/Rx 04	Humana
	2013-2014	2014-2015	2016-2017	Current	Renewal 10/1/2018	Revised 10/1/2018	Option 10/1/2018
	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Annual Maximums/Lifetime Limits							
Annual Deductible (Family Deductible)	\$2,000 (x2)	\$2,500 (x2)	\$5,000 (x2)	\$2,000 (x2)	\$2,000 (x2)	\$2,000 (x2)	\$2,000 (x2)
Coinsurance %	100% / 80%	100% / 80%	100% / 80%	80% / 80%	80% / 60%	80% / 60%	80% / 60%
Out of Pocket (includes Deductible & Co-pays)	\$2,000	\$4,000/\$8,000	\$7,150/\$14,300	\$6,000/\$12,000	\$6,000/\$12,000	\$6,000/\$12,000	\$5,000/\$10,000
Emergency Room Co-pay	\$350	\$350	\$350	\$350	\$350	\$350	\$350
Inpatient Copay Per Admission	None	None	None	None	None	None	None
Doctor Copay (Primary/Specialist)	\$25	\$25/\$45	\$30/\$60	\$25/\$45	\$25/\$45	\$25/\$45	\$40/\$55
Other Services in Dr.'s Office Network	Coinsurance	Coinsurance	Coinsurance	Coinsurance	Coinsurance	Coinsurance	Coinsurance
Prescription Drug Copay	\$10/30/50	\$10/30/50	\$10/30/50	\$10/30/50	\$10/30/50	\$10/30/50	\$10/30/50
Prescription Drug Deductible	None	None	None	None	None	None	None
Single Premium	\$416.97	\$446.16	\$960.72	\$676.65	\$720.73	\$696.95	\$703.52
Employee/Spouse Premium	\$754.73	\$807.56	\$1,089.00	\$1,115.29	\$1,187.91	\$1,148.72	\$1,160.81
Employee/Children Premium	\$754.73	\$807.56	\$1,089.00	\$1,115.26	\$1,187.91	\$1,148.72	\$1,160.81
Family Premium	\$754.73	\$807.56	\$1,089.00	\$1,115.26	\$1,187.91	\$1,148.72	\$1,160.81
Monthly Premium - Single Only	\$35,025.48	\$37,477.44	\$55,500.48	\$56,838.60	\$60,541.32	\$58,543.80	\$58,095.68
Monthly Premium - EE/Sp Only	\$754.73	\$807.56	\$1,089.00	\$1,115.29	\$1,187.91	\$1,148.72	\$1,160.81
Monthly Premium - EE/Ch Only	\$754.73	\$807.56	\$1,089.00	\$1,115.26	\$1,187.91	\$1,148.72	\$1,160.81
Monthly Premium - Family Only	\$17,358.79	\$18,573.88	\$25,047.00	\$25,650.96	\$27,321.93	\$26,420.56	\$26,698.63
Total Monthly Premium	\$53,893.73	\$57,886.44	\$80,725.48	\$84,720.13	\$90,239.07	\$87,261.80	\$88,115.93
Annualized Premium	\$648,724.76	\$694,637.28	\$968,705.76	\$1,016,641.56	\$1,082,868.84	\$1,047,141.60	\$1,057,391.16
City of Petal's Cost**	\$648,724.76	\$694,637.28	\$968,705.76	\$895,058.20	\$942,714.84	\$911,610.60	\$920,204.16
% of change (+/-) over current	0	7%	18.5%	2.2%	6.5%	3.0%	4.0%
Employee Payroll Deduction Monthly	\$337.76	\$361.40	\$428.28	\$438.64	\$467.18	\$451.77	\$457.29
**Without Employee Only Coverage Cost Sharing of \$10 per pay period							

EXHIBIT "D"

CITY OF PETAL

Group Dental Plan Cost Summary
Renewal Options - October 1, 2018 through September 30, 2019
Prepared by: Michelle Fuller
BancorpSouth Insurance Services, Inc.

****Assurant was purchased by Sun Life. City of Petal's dental plan will migrate to Sun Life 10/1/17. No network change.**

EE Only	69
EE + Spouse or Employee + Child(ren)	16
Family	31

	UHC X4878 2013/2014	UHC X4878 2014/2015	Assurant 10/1/2015 and 10/1/2016	Assurant/Sun Current 10/1/2017- 9/31/2018	Assurant/Sun Renewal 10/1/2018- 9/31/2019
Annual Deductible/Family Deductible	\$50 (x3)	\$50 (x3)	\$50 (x3)	\$50 (x3)	\$50 (x3)
Annual Maximum Per Person	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Waiting Periods Apply Excluding Ortho	None	None	6/12/24 mths	6/12/24 mths	6/12/24 mths
Waiting Period for Ortho	None	None	12 mths	12 mths	12 mths
Orthodontic Benefits to age 26	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Network Available	Yes	Yes	Yes	Yes	Yes
<u>Preventive/Diagnostic Services</u>					
Periodic Oral Evaluation	100%	100%	100%	100%	100%
Lab/Other Diagnostic Tests	100%	100%	100%	100%	100%
Dental Cleanings & X-Rays	100%	100%	100%	100%	100%
Sealants/Space Maintainers-16 & Under	100%	100%	100%	100%	100%
<u>Basic Services-Deductible Applies</u>					
Restorations/Amalgam or Composite	80%	80%	80%	80%	80%
Simple Extractions/Oral Surgery	80%	80%	80%	80%	80%
Periodontics/Endodontics	80%	80%	80%	50%	50%
<u>Major Services-Deductible Applies</u>					
Inlays/Onlays/Crowns/Fixed Partial Dentures	50%	50%	50%	50%	50%
Dentures & Removable Prosthetics	50%	50%	50%	50%	50%
EE Only Premium	24.30	26.73	25.05	22.37	23.71
EE + Spouse or EE + Child(ren)	53.66	57.99	57.18	52.74	55.90
Family	89.88	98.87	92.57	90.88	96.33
Monthly Premium-EE Only	1,676.70	1,844.37	1,728.45	1,543.53	1,635.99
Monthly Premium-EE + One	858.56	927.84	914.88	843.84	894.40
Monthly Premium-Family	2,786.28	3,064.97	2,869.67	2,817.28	2,986.23
Total Monthly Premium	5,321.54	5,837.18	5,513.00	5,204.65	5,516.62
Annualized Premium	63,858.48	70,046.16	66,156.00	62,455.80	66,199.44
Rate Guarantee					1 year

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors like BARDING GENERATOR, CENTERPOINT ENERGY, and CHASE'S TIRE & AUTO.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes a sub-section for Lynn Campfield and vendors like 98 WASTE LLC, ADAPCO, INC., and AMERICAN EXPRESS.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists vendors such as CHASE'S TIRE & AUTO, DIXIE ELECTRIC POWER ASSN, and DELKS TIRE SALES & SERVIC.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists vendors like AT&T, BARDING GENERATOR, and BARDING GENERATOR [04140].

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their invoices.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their invoices.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their invoices.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their invoices.

CITY OF PETAL MINUTE BOOK 36 EXHIBIT "E"

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes sub-totals for Lynn Campfield, Melissa Martin, and Wendy Lampton.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their invoice details.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes a 'Report Total' row.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their invoice details.

EXHIBIT "B" CITY OF PETAL MINUTE BOOK 36

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