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 #3-030I-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  $2^{nd}$  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 2<sup>nd</sup> 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 2<sup>ND</sup> 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 SERVICEX 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 SECONED 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 AGREEEMENT #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 7<sup>TH</sup> 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 7<sup>TH</sup> 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 7<sup>TH</sup> 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 2<sup>ND</sup> CLASS FIREFIGHTER AT A RATE OF \$11.75 PER HOUR PENDING PHYSICAL AND DRUG SCREEN RESULTS

SO ORDERED THIS THE 7<sup>TH</sup> 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 2<sup>ND</sup> CLASS FIREFIGHTER AT A RATE OF \$11.75 PER HOUR EFFECTIVE AUGUST 30, 2018

SO ORDERED THIS THE 7<sup>TH</sup> 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 )\*

HE CITY

SEAL ATTEST

MELISSA MAR

MAYOR HAL MARX

EXHIBIT "A"

Revised Date: February 2017

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS

(applicable to equipment rental transact

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between Petal Police Department (hereinafter referred to as Customer), and ens Business Machines. Inc. (hereinafter referred to as Vendor). This Agreement flective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings se parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, error 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.

#### 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. <u>EQUIPMENT SELECTION\_PRICES\_AND AGREEMENT</u>: 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
- 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.

#### DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. <u>DELIVERY</u>: 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. <u>COPY CREDITS</u>: 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,
- <u>USE OF EQUIPMENT</u>: Customer shall operate the equipment according to the manufacturer's specifications and mented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which nt shall not be unreasonably withheld.

## 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. current time and ma
  - C. <u>REMEDIES</u>: If during the period in which Vendor is providing maintenance services, Vendor is unable to the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or roduct 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,

Revised Date: February 2017

- B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for main the equipment, the equipment installation site must conform to Vendor's published space, electrical and enviror uirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone f or toll free calls.
- C. <u>INSTALLATION DATE</u>: 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. <u>ACCEPTANCE</u>: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) orking days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good orking order.
- E. <u>RELOCATION</u>: 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. RENTALTERM: 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.

#### PAYMENTS:

- 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
  - E-PAYMENT: The Venidor 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 seg, 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.
  - 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. 2. PAYMODE:
- METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

Revised Date: February 2017

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. [f, 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.
- Unless Customer has obtained title to the equipment free and clear of any Vendor security interes any ownership identification tags on the equipment or allow the equipment to become fixtures to rea
- 13, ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, it obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer said consent shall be void and of no effect,
- 14. <u>GOVERNING LAW</u>: 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 Customer:

Name Sam Hogue
Name Miranda Williams
Title Marketing Representative
Address 2108 Hardy Street
Address 127 West 8th Avenue
City, State, & Zip Code Hattlesburg, MS
39465

- 16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be const waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part there 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. <u>SEVERABILITY</u>: If any term or provision of this **Agreement** is prohibited by the laws of the State of Mis declared invalid or void by a court of competent jurisdiction, the remainder of this **Agreement** shall be valid and enfithe fullest extent permitted by law.
- THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit d prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.
- AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter to this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan.

Revised Date: February 2017

# CITY OF PETAL MINUTE BOOK 36

EXHIBIT "A"

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 falls 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 Legislanure 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 this sissippi 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. WARRANTES: 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 neq. 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 Reports 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

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	Revised Date: February 2017
For the faithful performance of the terms of this Agreement, the parties have cau undersigned representatives.	sed this Agreement to be executed by their
Witness my signature this the9thday ofAugust	_, 20 <u>18</u> _
Vendor: Owens Business Machines, Inc.	
By:Authorized Signature	

.2018

Customer: Petal Police Department

Witness my signature this the \_\_\_\_\_10th \_\_day of \_\_\_August\_

Sam Hogue

Title: Marketing Representative

By: Melnamam

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 contrate in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any listing the state of 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 a drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the nominal fee, Vendor will supply written notification to the Customer that all data has been made inacces 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 supersodes 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 is tratutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <a href="http://www.transparency.mississippi.gov">http://www.transparency.mississippi.gov</a>.
- 31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unfawful discrimination based on race, color, creed, sex, age, national origin, physical handleap, 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.

Revised Date: February

EXHIBIT A RENTAL AGREEMENT FOR USE BY MISSISSIPPI Agencies AND VENDORS (Applicable to Equipment Rental Transaction

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:	8200038140
Vendor Company Name:	Owens Business Machines, Inc.
Customer Agency Name:	Petal Police Department
Bill to Address: 127	West 8th Avenue, Petal, MS 39465
Ch:- t- A JJ	

Ship to Address:

Petal Police Department 127 West 8th Avenue Petal, MS 39465

Description of Equipment, Software, or Services

Price

Canon imageRUNNER 1435iF Canon imageRUNNER 1435i

\$24.86 / Month \$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

Melmamax Customer Signature

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EXHIBIT "A"

8200038140 3 VM DE - NIBEZZADIOS DE NASA-LA MALENA DE LA CALLA DE SALVA DE SALV Prich 21 162 REAL PROPERTY OF THE PROPERTY Cody Mayobb SE SE PE

Revised Date: February 2017

- B. <u>INSTALLATION SITE</u>: At the time of delivery and during the period Vendor is responsible for maintenance equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental ments, and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local form. or toll free calls
- INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if ling 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. <u>RENTAL TERM</u>: 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 entering to purpose the property of the prope
- OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain sted at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or terest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be fixed to the equipment shall not be removed or obliterated by Customer.

#### PAYMENTS:

- 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.
  - E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippl's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippl law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippl 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.
  - 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.
- METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

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 Owens Business Machines, Inc. (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take proceedence 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 berein.

#### CUSTOMER ACCOUNT ESTABLISHMENT:

- A separate Vendor Customer Number will be required for each specific customer/installation location.
- B\_ changes will be se The Customer is identified as the entity on the first line of the "bill-to" address, All invoices and notices of 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.
- EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to proper to including applicable software and services to render it continually operational, identified on Exhibit A att 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
- 4. <u>RISK OF LOSS OR DAMAGE TO EQUIPMENT</u>: 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.

#### DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A <u>DELIVERY</u>: Vendor shall deliver the equipment to the location specified by Customer and pursuant to t delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor, If, however, Vendor de not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upor 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 reading 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. <u>COPY CREDITS</u>: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit teach copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produc during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment service or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on tapplicable price list.
- 9. <u>USE OF EQUIPMENT</u>: 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 ease, which consent shall not be unreasonably withheld.

#### 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 homes. (4) If applied, 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.
- REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to ne equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or oduct 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 subcartors 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 Costomer 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

which the Customer shall not unreasonably withhold.

#### 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 fight 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.
- Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Custom my 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.
- GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the latippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be broughte. 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 Name Miranda Williams
Title Marketing Representative Address 2108 Hardy Street Address 127 West 8th Avenue
City. State, & Zip Code Hattiesburg, MS City. State, & Zip Code Fetal, 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.
- CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or the scope or intent of any provision or section of this Agreement.
- SEYERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi clared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable fullest extent permitted by law.
- THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit d prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this
- 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.

Revised Date: February 2017

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 lifetiments, 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 hardrive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. The 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 ammended). In addition, this Agreement is subject to provisions of the Mississippi Code Annotated (1972, as ammended). Unless exempted from disclosure due to 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 proprictary 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: nev.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 Missinsippi, and local laws and regulations, as now existing and as may be amended or modified.

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 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 " earlier disposition. However, if any hitgation, claim, negotiation, audit or other action arising out of or related in a this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for o all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpay.
- 22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of stri accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligation performance bereunder 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, up 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 speciand documented instructions, shall perform the functions indicated by the specifications and documented literature, may be held liable for any damages caused by failure of the equipment to function according to specifications and doc literature published by the manufacturer of the equipment.
- 27. EVERIFY 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 Responsibility Act of 1996 that is of 1996 that

Revised Date: February 2011

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

Witness my signature this the 9th day of August	, 20_18
Vendor: Owens Business Machines, Inc.	
sy: _ Som Hogue_	
Authorized Signature	
Printed Name: Sam Hogue	
Fitle: Marketing Representative	
fitness my signature this the10thday ofAugust	, 20_18
ustomer: Petal Police Department	
Melnaman	
Authorized Signature	
inted Name:Melissa Martin	

B

6

# MINUTE BOOK 36 CITY OF PETAL

# EXHIBIT "A"

2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agenoiss AND VENDORS
(Applicable to Equipment Rental Transactions) Revised Date:

0718E00068 .....

Petal Police Department 127 West 8th Avenue Petal, MS 39465

Canon imagerunner ADVANCE C3530iII Innor Finisher K1 Cabinet Type R

Rental Term: (Number of Months)
Start Date: 09/01/2018
End Date: 08/31/2022

Price \$149.00 / Month

Customer Signature

cover parts, labor, m-Den (mindlands destroyens destroyens) — mose PARTY (PARTY IS FORM) HE (PARTY HE ( \*\*\*

#### 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. United Healthcare 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.

- 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 Agreement.

  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 20.3% 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 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 undestranding and agreement between the parties with respect to the subject matter addressed herein and entirely and completely supersedes, voids and replaces all agreements, nepotations, 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 represents the incurrent parts, 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 facesimile transmission or other electronic means which allows the identity of the signer to be reasonably confirmed shall be as good and binding as an or

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:
mariaman	
Signature - Authorized Representative of Customer	Signature
MelissalMartin	
Protections	Printed Name
City Clerk	
700	SSIOTIN
6/9/16	
Dane	Tide
	Ditte
For UHS:	For Service Provider (if more than one):
Signature - Authorized Representative	Sonture
department representative	
Printed Name	Printed Name
	SSAVTYN
Title	
	T69
Doce	
	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 OHS.

  D. Service Fees will be subject to garnishments and any other legal attachments as required by a legal coustimilar action.

  E. The Service Fee amount may be modified on a prospective basis only, UHS must be informed of the writing, including the date that the change will be implemented (which must be at least 30 days from the control of 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.

This Section To Be Completed By Customer

All Group #s Covered by Agreement\*:

on 4: Term and Termination.
greement is effective on the Effective Date and shall continue until terminated as set forth in this Section 4 (the

- 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 decided to work with a different Service Provider shall be considered to be effective notice of the termination of this agreement.

- work with a different Service Provider shall be considered to be emective notice of the termination.

  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 cancelation 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 of root).

  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) superhased 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

Customer Name: L City Of 1	etal	
Service Agreement Effective Date: [	Washington Character States	
Designation of Service Provider(s); Nor relevant information for additional Services	e: If more than two Service Provide rice Providers on such additional E	ers are designated, please complete two versions of Exhibit 1 and provide exhibits,
Designated Service Provider (Person or firm that will receive Service	Fee):	Designated Service Provider (Person or firm that will receive Service Fee):
Service Provider Representative Respo	nsible for Customer's Account:	Service Provider Representative Responsible for Customer's Account
Service Provider Address:		Service Provider Address:
PLEASE NOTE THAT THE INFORMATION ALTERATIONS TO THE TOP HALF OF	ON CONTAINED IN THE BOX ABOV THIS FORM MUST BE INITIALED BY	VE MAY BE CHANGED PERIODICALLY BY UHS AS DIRECTED. ANY OTHEI Y THE CUSTOMER TO DOCUMENT CONSENT TO THE CHANGE.
Please check only one of the following Ser	rvice Fee payment methods and indic	cate the TOTAL rate to be paid.
Percentage of Medical Premium (Please be advised that, unlike o	m	on is not available for Ohio policies (use PEPM)
Per Employee Per Month (PEP	M) \$ [].00	
IF MORE THAN ONE SERVICE PROVIDED BETWEEN THE SERVICE PROVIDERS:	ER IS LISTED ABOVE, PLEASE IND	DICATE WITH SPECIFICITY HOW THE TOTAL FEE SHOULD BE DIVIDED
coverage should have changes to the Signature (Authorized Representative o	f Customer): Malina	Matio D1545.1776
For Internal Use Only (To be Completed	By United HealthCare Services, in	6.)))
UNET / BASICs Pluttorm *Please use	"All" or list policies / state(s) covered	by this specific agreement
Payee / Producer ID:		
WA CRID:		
Customer #	Agreement State*	
Oxford / Pulse Platform;		
Payee Code:	Group ■	£
WA Code:_;	Base / \$	Situs State:
ACETs Platform (RV/NHP):		
Payee CRID:	Base/\$	Situs State:
Arrangement iD*:		ent State:
West Coast / Nice Platform: (Requests f		be paid to each should be listed out and attached)
Pavee ID#		have

"Please circle the ground that the service fee will be billed to

Writing Agent Name\_\_\_

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	8
EE/Spouse	
EE/Children	
Family	2
Total Enrollment	40

Differences from current

		2	3	4	5	STATE OF THE PARTY.	6	7
	UHC	UHC	UHC	UHC	UHC	THC	Humana	Humana
	YTW Mod Rx 04	YTW w/ Rx 04	APU2 w/Rx 04	APWW w/Rx 04	APV7 w/Rx 04	APV7 w/Rx 04	Proposed Plan	Alternative Flan
	2013-2014	2014 2015	2016-2017	Gurrent	Renewal 10/01/2018	Revised 10/01/2018	Option 10/1/2018	Option 10/1/2018
Annual Maximums/Lifetime Limits	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Armuni Deduction (Family Deductible)	\$2,000 (x2)	\$2,500 (x2)	\$5,000 (42)	\$2,000 (12)	\$2,000 (x2)	\$2,000 (#2)	\$2,000 (x2)	\$5,000 (x2
Coinsurance %	100% / 80%	100% / 80%	100% / 80%	80% / 00%	80% / 60%	80% / 60%	80%/50%	80%/50%
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 Deductible and co	\$6,000/\$12,000 Deductible and co	\$5,000/\$10,000	\$6,500/\$13,000
Emergency Room Co-pay	\$350	\$350	\$350	\$350	insumce	insumce	\$350	\$350
Inpatient Copay Per Admission	None	None	None	None	Nome	None	None	None
Doctor Copay (Primary/Specialist)	\$25	\$25/\$45	\$30/\$60	\$25/\$45	\$25/\$45	\$25/\$45	\$40/\$55	\$40/\$56
Other Services in Dr.s Office Network	Coinsurance	Colveusmon	Consummor	Coinsurance	Consurance	Comurance	Coinsurance	Consurance
Prescription Drug Copay	\$10/30/50	\$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	None
Single Premium	\$416.97	\$446,16	\$660.72	\$676.65	\$720.73	\$606.05	\$703.52	\$628.66
Employee/Spouse Premium	\$754.73	\$807.56	\$1,089.00	\$1,115.29	\$1,187.91	\$1,148.72	\$1,160.81	\$1,037.29
Employee/Children Premium	\$754.73	\$807.56	\$1,089.00	\$1,115.26	\$1,187.91	\$1,148.72	\$1,160.81	\$1,037.25
Family Premium	\$754.73	\$807,56	\$1,089.00	\$1,115.26	\$1,187.91	\$1,148.72	\$1,160.81	\$1,037.29
Monthly Premium - Single Only	\$35,025.48	\$37,477,44	\$55,500,48	\$56,838.60	\$80,541,32	\$58,543.80	\$59,095,68	\$52,807.44
Monthly Premium - EE/Sp Only	\$754.73	\$807.56	\$1,089.00	\$1,115.29	\$1,187.91	\$1,148.72	\$1,160.81	\$1,037.29
Monthly Premium - EE/Ch Only	\$754.73	\$807.56	\$1,089.00	\$1,115.26	\$1,187.91	\$1,148.72	\$1,160.81	\$1,037.29
Monthly Premium - Family Only	\$17,358.79	\$18,573.88	\$25,047.00	325,650.98	\$27,321.93	\$29,420.56	\$26,698.63	\$23,857.67
Total Monthly Premium	\$53,893.73	\$57,666,44	\$82,725.48	\$84,720.13	\$90,239.07	\$87,261.80	\$88,115.93	\$78,739.69
Annualized Premium	\$646,724.76	\$891,997.28	\$992,705.76	\$1,016,641.56	\$1,087,868.84	\$1,047,141.60	\$1,057,391.16	\$944,876.28
City of Petal's Cost**	\$545,396.76	\$583,577.28	\$864,221.76	\$885,058.20	\$942,714.84	\$911,610.60	\$920,204.16	\$822,287.28
6 of change ( +f+ ) over current	0	7%	18.5%	2.2%	6.5%	3.0%	4.0%	-7.1%
Employee Payroll Deduction Monthly *Without Employee Only Coverage C	\$337,76	\$361.40	\$428.28	\$438,64	\$467.18	\$451.77.	\$457.29	\$408.63

CITY OF PETAL MINUTE BOOK 36

EXHIBIT "C"

-ugicinati-

## CITY OF PETAL MINUTE BOOK 36

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

Family	31				- CONTRACTOR OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN T
Talling .	UHC	UHC	Assurant	Assurant/Sun	Assurant/Sun
	X4878	X4878	10/1/2015	Current	Renewal
	2013/2014	2014/2015	and	10/1/2017-	10/1/2018-
			10/1/2016	9/31/2018	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
Orthodonic Benefits to age 26	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Network Available	Yes	Yes	Yes	Yes	Yes
Preventive/Diagnostic Services					
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%
Basic Services-Deductible Applies					
Restorations/Amalgam or Composite	80%	80%	80%	80%	80%
Simple Extractions/Oral Surgery	80%	80%	80%	80%	76
Periodontics/Endodontics	80%	80%	80%	50%	.,6
Major Services-Deductible Applies					
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

8/10/2018 GATOR LINE

8/10/2018 FIX ICE MAKER

8/10/2018 LAGOON

SERVICE

8/10/2018 AUGER AND DRILL BIT

8/09/2018 MONTHLY SERVICE MONTHLY

8/10/2018 CABLE, QUICK CONNECT, MOUNT

CONNECT, LUGS

8/10/2018 BLACK GUAGE WIRE

Due Date A/P Description

8/10/2018 SPRAY WANDS

8/10/2016 SUPPLIES FOR MONTH

8/10/2018 RUBBISH

City of Petal

(Wendy & Lynn) Accounts Payable Status Report

Invoice

1364

300904

296734

A32991

A33181

17367

2017

5368

City of Petal

Invoice

Date

7/03/2018

7/30/2018

7/31/2018

7/25/2018

7/31/2018

7/05/2018

7/10/2018

7/10/2018

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Org Name & Lookup

98 WASTE LLC [11875]

ACE HARDWARE [00149]

LLC [05540]

LLC [05540]

LLC [05540]

LLC [05540]

LLC [05540]

LLC [05540]

AT&T [08082]

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BARDING GENERATOR (04140)

BARDING GENERATOR [04140]

Lynn Campfield

AMERICAN SALVAGE & OUTDOOR POWER

AMERICAN SALVAGE & OUTDOOR POWER

AREA DEVELOPMENT PARTNERSHIP [08075]

ANDY MOORE APPLIANCE SERV [08063]

A & R FARM AND GARDEN (08006)

Original

Balance

Org Name & Lookup	Date	Number	Due Date	A/P Description	A/P Owed	Due
BARDING GENERATOR [04140]	7/24/2018	164610	8/10/2018	CONTROL FOR PTO	87,60	87.60
BARDING GENERATOR [04140]	7/26/2018	164625	8/10/2018	HYDRAULIC LINE FLUID	181,30	181,30
BARRONTOWN UTILITY ASSOC [08102]	7/31/2018	JULY2018	8/10/2018	MONTHLY EXPENSE	41,73	41.73
BLACKWELL, CHARLES [03383]	7/10/2018	JULY2018	8/10/2018	MONTHLY EXPENSE	100,00	100.00
BRAND IT! LLC [08727]	7/30/2018	959	8/10/2018	UNIFORMS	628 52	628,52
CAMERON ELECTRIC MOTOR CO. [09036]	7/26/2018	32193	8/10/2018	CAPACITORS	32,00	32,00
CANON FINANCIAL SERVICES INC. (10739)	7/13/2018	18864966	8/10/2018	MAINENTANCE	72,00	72,00
CANON SOLUTIONS [08503]	7/01/2018	405645	8/10/2018	MAINTENANCE	96 47	96 47
CANON SOLUTIONS [08503]	7/01/2018	90750	8/10/2018	MAINTENANCE	21_43	21_43
CANON SOLUTIONS [08503]	7/01/2018	83242	8/10/2018	MAINTENANCE	7.52	7,52
CANON SOLUTIONS [08503]	7/01/2018	87108	8/10/2018	MAINTENANCE	145 28	145.28
CANON SOLUTIONS [08503]	7/01/2018	89215	8/10/2018	MAINTENANCE	23.46	23,46
CENTERPOINT ENERGY [08176]	7/10/2018	3142874-1	8/09/2018	741 S MAIN CIVIC CENTER	57.76	57.76
CENTERPOINT ENERGY [08176]	7/10/2018	3205311-8	8/09/2018	119 W EIGHTH	30.83	30.83
CENTERPOINT ENERGY [08176]	7/10/2018	3205315-9	8/09/2018	127 W EIGHTH	29.64	29.64
CENTERPOINT ENERGY [08176]	7/10/2018	3205318-3	8/09/2018	943 HIGHWAY 11	24.75	24 75
CENTERPOINT ENERGY [08176]	7/10/2018	5106843-5	8/09/2018	1187 HIGHWAY 42	49.42	49.42
CENTERPOINT ENERGY [08176]	7/10/2018	7018623-4	8/09/2018	132 MEADOWBROOK	28.21	28.21
CENTERPOINT ENERGY [08176]	7/10/2018	7019102-8	8/09/2018	261 WILDWOOD TRAIL	34,51	34,51
CENTERPOINT ENERGY [08176]	7/10/2018	7057547-7	8/09/2018	PINEWOOD DR	23 94	23,94
CENTERPOINT ENERGY [08176]	7/10/2018	7057550-1	8/09/2018	DOGWOOD CIR G1	26,50	26 50
CENTERPOINT ENERGY [08176]	7/10/2018	7057552-7	8/09/2018	WOODLAND SQ G1	26,50	26 50
CENTERPOINT ENERGY [08176]	7/10/2018	7074091-5	8/09/2018	ESTATES DR G1	26,50	26,50
CENTERPOINT ENERGY [08176]	7/10/2018	7262306-9	8/09/2018	102 FAIRCHILD	35.01	35,01
CENTERPOINT ENERGY [08176]	7/10/2018	7477231-0	8/09/2018	117 W. EIGHTH AVE	0.00	0.00
CENTERPOINT ENERGY [08176]	7/10/2018	7854256-0	8/09/2018	424 MAPLE DR	28.36	28 36
CENTERPOINT ENERGY [08176]	7/10/2018	7854258-6	8/09/2018	75 DOGWOOD LANE	28,36	28.36
CENTERPOINT ENERGY [08176]	7/10/2018	6713563-8	8/09/2018	54 SPRINGFIELD RD	31,24	31,24
CENTERPOINT ENERGY [08176]	7/10/2018	9219817-5	8/09/2018	W 7TH AVE	15 64	15.64
CENTERPOINT ENERGY [08176]	7/10/2018	9797558-5	8/09/2018	69 RUSSETT LANE	28 29	28.29
CENTERPOINT ENERGY [08176]	7/10/2018	9797563-5	8/09/2018	1950 OLD RICHTON RD	28 36	28 36
CENTRAL PIPE SUPPLY INC [08178]	7/11/2016	147320 001	8/10/2018	COUPLINGS, CURB STOPS	3,187,62	3,187.62
CENTRAL PIPE SUPPLY INC [08178]	7/20/2018	\$148259,001	8/10/2018	MANHOLE COVERS	501,26	501,26
CHASE'S TIRE & AUTO [09472]	7/31/2018	3222-3212	8/10/2018	VACUMN AND RECHARGE	363,56	363.56

Invoice

Run: 8/07/2016 at 3:28 PM		City of	f Petal			Page: 4
	(Wendy & L	ynn) Account	s Payable	Status Report		
Org Name & Lookup	Invoice <u>Date</u>	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Balance Due
CHASE'S TIRE & AUTO [09472]	7/06/2018	3152	8/10/2018	DISC ROTOR	77.25	77.25
CHASE'S TIRE & AUTO [09472]	7/24/2018	3044-3181	8/10/2018	RADIATOR A/C COMPRESSOR	910,52	910,52
CHASE'S TIRE & AUTO [09472]	6/29/2018	3117	8/10/2018	VACUMN AND RECHARGE	265_21	265,21
CINTAS (1) [08185]	7/31/2018	JULY2018	8/10/2018	UNIFORM MONTHLY INVOICE	4,307.05	4,307.05
CITY OF HATTIESBURG [08187]	7/31/2018	JULY2018	8/10/2018	SEWER TREATMENT	40,043.03	40,043.03
CITY OF PETAL (08750)	7/31/2018	30244	8/10/2018	GO WATER BOND 2015	800.00	800.00
CITY OF PETAL [08750]	6/28/2018	30243	8/10/2018	2016 WATER BOND	800,00	800,00
CMI, INC [12197]	6/29/2018	8014104	8/10/2018	INTOX KIT	214.08	214.08
COAST CHLORINATOR & PUMP [08192]	7/31/2018	68236	8/10/2018	CARUS WATER TREATMENT	4,960.00	4,960.00
COMCAST BUSINESS [11133]	7/01/2018	67010578	8/10/2018	PHONE	1,863.52	1,863.52
CONTROL SYSTEMS [08199]	7/30/2018	55874	8/29/2018	DUPLEX CONTROLLER	802.00	802.00
CORLEY, TOMMYE [08643]	7/10/2018	JULY2018	8/10/2018	MONTHLY SERVICE	100.00	100.00
SPIRE [08810]	7/10/2018	JULY2018	0/10/2018	MONTHLY PHONE	2,909.71	2,909,71
CUSTOM PRODUCTS CORP. [08207]	7/17/2018	307105	8/10/2018	SIGNS	806.66	806.66
DELKS TIRE SALES & SERVIC [08220]	7/03/2018	23423	8/10/2018	USED TIRE	25.00	25.00
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2000720003-	8/09/2018	MACEDONIA RD	125.25	125.25
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2003760003-	8/09/2018	EASTOVER BLVD	60.60	60.60
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2005681000-	8/09/2018	SEWER LIFT 187-32-06	405 47	405.47
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2005890401-	8/09/2018	HWY 42 AND SUNRISE	58.64	58.64
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2008200501-	8/09/2018	GREENBAY PLACE	55 20	55 20
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2008920001-	8/09/2018	NICKLAUS TRAIL	97.03	97.03
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2008986501-	8/09/2018	HOLLY TRAIL	70.41	70.41
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2010680001-	8/09/2018	DOVE HOLLOW	133 12	133.12
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2039600000-	8/09/2018	CARTERVILLE RD	56.48	56.48
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2102920000-	8/09/2018	STEWART DR LIFT	138.58	138.58
PIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2104800000-		CORINTH RD SEWER LIFT	143-11	143 11
IXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2106520500-		LIFT STATION DOGWOD #3	58.94	58.94
IXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2108321500-		LIFT STATION PINEWOOD #4	45.28	45.28
IXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2108961500-		LIFT STATION #2 WOODLAND	121-13	121-13
IXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2109801500-		LIFT STATION #1 ESTATE	128.50	128.50
IXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2111111101-		LIFT STATION EDGEMERE SUB	45.87	45:87
IXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2111510000-	8/09/2018	EVELYN GANDY PARKWAY METER FOR STREET LIGHT	281 55	281,55

	(Wendy & L	ynn) Account	s Payable	Status Report	
Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed
AT&T [08082]	7/10/2018	5444942	8/10/2018	NCIC	31,12
AT&T [08082]	7/10/2018	6015	8/10/2018	LAGOON	222.00
AT&T NCIC/T1 LINE [12201]	7/10/2018	86525	8/10/2018	T1	203.15
AT&T NCIC/T1 LINE [12201]	7/01/2018	GE24149	8/10/2018		158 27
BADGER METER, INC [08088]	6/29/2018	80022463	8/10/2018	HOSTING	507.80
BAGGETT A/C & HEAT [08089]	7/02/2018	17516	8/10/2018	SERVICE CALL	396.00
BAGGETT A/C & HEAT [08089]	7/26/2018	17546	8/10/2018	SERVICE CALL CITY HALL	95.00
BAGGETT A/C & HEAT [08089]	7/18/2018	17653	8/10/2018	CAPTICATOR	125.00
BANCORP SOUTH EQUIPMENT FINANCE [08093]	7/31/2018	649033	8/10/2018	PAYMENT ON FIRE TRUCK	42,273 11
BARDING GENERATOR [04140]	7/30/2018	64644	8/10/2018	COMPLETE HEADLIGHT AND BULBS	338.64
BARDING GENERATOR [04140]	5/25/2018	164215	8/10/2018	OIL DIPSTICK	77.65
BARDING GENERATOR [04140]	7/02/2018	164436	8/10/2018	CONTRACT LABOR	2,150.00
BARDING GENERATOR [04140]	7/05/2018	164454-55-56	8/10/2018	INSTALL GPS	210.00
BARDING GENERATOR [04140]	6/30/2018	164457	8/10/2018	RUNNING BOARDS AND BUMBER STEP	2,189.60
BARDING GENERATOR [04140]	7/05/2018	164462-	8/10/2018	INSTALL AWARE GPS	105.00
BARDING GENERATOR [04140]	7/09/2018	164488	8/10/2018	HEATER HOSE, HOSE CONNECTORS, CLAMPS	40.50
BARDING GENERATOR [04140]	7/10/2018	164503	6/10/2018	FRONT RIGHT CALIPER	73.59
BARDING GENERATOR [04140]	7/03/2018	164504	8/10/2018	FOG LIGHT COMPLETE	11 34
BARDING GENERATOR [04140]	7/13/2018	164524	8/10/2018	WATER VALVE WRENCHES	149.96
BARDING GENERATOR [04140]	7/17/2018	164547	8/10/2018	NEW ORIGINAL MUFFLER	364.95
BARDING GENERATOR [04140]	7/17/2018	164561		RUNNING BOARDS FOR DODGE RAM	970.38
BARDING GENERATOR [04140]	7/18/2018	164567	8/10/2018	BATTERY	121-46
BARDING GENERATOR [04140]	7/23/2018	164586	8/10/2018	LED STROBE LIGHTS, WIRE LOOM	108-15
BARDING GENERATOR [04140]	7/09/2018	164589	8/10/2018	DROP DOWN HITCH	165.00
BARDING GENERATOR [04140]	7/09/2018	164590	8/10/2018	DROP DOWN HITCH	165.00
BARDING GENERATOR [04140]	7/23/2018	164591	8/10/2018	DROP DOWN HITCH	495.00
BARDING GENERATOR [04140]	7/24/2018	164600	8/10/2018	OIL FILTER, FRONT BRAKE PADS	107.90
PARONO CENEDATOR (04440)	7/04/0040	101001			

7/24/2018

7/24/2018

EXHIBIT "E"

Page

Balance

720.00

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63.05

A/P Owed

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45 99

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Page:

Balance

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Due

	(Wendy & L)	nn) Account	s Payable	Status Report		
Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Balanc Du
HANCOCK PEST CONTROL [08310]	7/10/2018	2017	8/09/2018	MONTHLY EXPENSE	21,00	21,00
HATCH MOTT MCDONALD [09162]	7/10/2018	270277	8/10/2018	ENGINEERING FEE	1,925.00	1,925.00
HATTIESBURG COCA-COLA CO [08316]	7/02/2018	1167208654	8/10/2018	WATER AND GATORADE	46,83	46,83
HERRING, MICHAEL [06360]	7/05/2018	9289	8/10/2018	SEWER LINE AND WATER SERVICE ON BOXTEL	1,300 00	1,300.00
HOLT & ASSOCIATES, PLLC [18774]	7/10/2018	28617	8/10/2018	AUDIT FINAL BILLING	24,500_00	24,500.00
HUB CITY HUMANE SOCIETY [09783]	7/10/2018	2017 2015	8/09/2018	MONTHLY EXPENSE	2,539,83	2,539.83
HUB CITY STEEL [08329]	7/12/2018	HC20575	8/10/2018	ANGEL CUT IRON	165_21	165,21
HUNTS SOUTHLAND REFINERY [08332]	5/31/2018	1207457	8/10/2018	CRS	274.24	274,24
HUNTS SOUTHLAND REFINERY [08332]	7/05/2018	1217680	8/10/2018	CRS	262_53	262,53
HUNTS SOUTHLAND REFINERY [08332]	7/31/2018	1225049	8/10/2018	CRS	221_08	221.08
HYDRA SERVICES, INC [11435]	4/30/2018	162326	8/10/2018	KELLY ROSE LANE	1,087.83	1,087,83
HYDRA SERVICES, INC [11435]	7/02/2018	92164	8/10/2018	RUSSET LANE	3,500.00	3,500.00
JACKSON COMMUNICATIONS INC. [09743]	7/30/2018	20149		PLANTRONICS HEADSET, REMOTE,	408.04	408 04
JACKSON, RHONDA [05331]	7/10/2018	JULY 2018	8/10/2018	MONTHLY SERVICE	100,00	100,00
JENSEN, DARYL [00858]	7/12/2018	JCT772651	8/10/2018	DOOR CHIME	64 26	64,26
JENSEN, DARYL [00858]	7/16/2018	JCT772654	8/10/2016	FIREWALL	749.99	749.99
JENSEN, DARYL (00858)	7/16/2018	JCT772657	8/10/2018	EXTEND COAX, FIRESTATION1	97.42	97.42
JENSEN, DARYL [00858]	7/31/2018	JCT772671	8/10/2018	MONTHLY EXPENSE	2,944.99	2,944.99
JENSEN, DARYL [00858]	7/31/2018	JCT772692	8/10/2018	WEB HOSTING	150,00	150,00
JENSEN, DARYL [00858]	7/31/2018	JCT772709	8/10/2018	QUARTERLY ALARM/REC	75,00	75,00
JENSEN, DARYL [00858]	7/27/2018	JCT772734	8/10/2018	RAM	115,22	115,22
KEITHCO PETROLEUM INC [10244]	7/18/2018	112775	8/10/2018	OFF ROAD	1,522,85	1,522,85
KENDRICK, CHARLES [03557]	7/10/2018	JULY2018	8/10/2018	MONTHLY SERVICE	100,00	100.00
(ITTRELL IND, SUPPLY (09870)	7/20/2018	A21104	8/10/2018	BLUE, WHITE, FLOUR	223,48	223.48
(ITTRELL IND, SUPPLY [09870]	7/25/2018	A21291	8/10/2018	CABLE TIES, ELECTRICAL TAP	172,21	172,21
EWIS PRINTING [08374]	7/10/2018	13775	8/10/2018	RETIREMENT SIGN	75.00	75.00
EWIS PRINTING [08374]	7/29/2018	13789	8/10/2018	THERMAL	48_00	48.00
.EWIS PRINTING [08374]	7/31/2018	13807	8/10/2018	TONER, BINDERS AND LABELS	544 87	544.87
EWIS PRINTING [08374]	7/31/2018	13808	8/10/2018	INK FOR BIG PRINTER AND CENTER PULL TOWELS	589,92	589.92
.OWES(1) [04523]	7/18/2018	01341	8/10/2018	WATER FILTER	113,12	113.12
.OWES(1) [04523]	7/02/2018	01970	8/10/2018	STACKABLE CHAIRS	183.92	183.92

Run: 8/07/2018 at 3:28 PM		City o	f Petal			Page: 5
	(Wendy & L	ynn) Account	ts Payable	Status Report		
Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Balanc Du
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2111520401-	8/09/2018	HWY 42 AND CORINTH	57,46	57.46
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2111990000-	8/09/2018	WALNUT DR	141.95	141.95
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2112053000-	8/09/2018	MAPLE RD	31.73	31.73
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2112940000-	8/09/2018	HWY 42	33.69	33,69
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2113580000-	8/09/2018	MAPLE DR	87_73	87.73
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2114810000-	8/09/2018	424 MAPLE DR	38.89	38.89
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2116460000-	8/09/2018	75 DOGWOOD CIRCLE	39.88	39.88
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2116987000-	8/09/2018	HWY 42 FIRE LIFT	501.73	501.73
DIXIE ELECTRIC POWER ASSN (08227)	7/10/2018	2117090501-	8/09/2018	SEWER LIFT THE WILLOWS	52,55	52.55
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2117739501-	8/09/2018	PALM TREE LOOP	40.18	40.18
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2117753301-	8/09/2018	W PANTHER DR	70.28	70.28
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2118240001-	8/09/2018	DEERWOOD DR	114.47	114.47
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2119040001-	8/09/2018	E PANTHER DR	59.82	59.82
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2121600001-	8/09/2018	SILVER MAPLE TRAIL	31,33	31 33
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2121880001-	8/09/2018	WILDWOOD TRAIL	271.82	271.82
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2121960001-	8/09/2018	RED MAPLE TRAIL SEWER LIFT	33.39	33.39
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2122280001-	8/09/2018	CHERRY OAK TRAIL	43.03	43.03
DIXIÉ ELECTRIC POWER ASSN [08227]	7/10/2018	2123240001-	8/09/2018	REDFERN TRAIL	249.21	249.21
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2124040001-	8/09/2018	CHESTNUT POINT	43.22	43 22
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2126000001-	8/09/2018	TWIN PINE DR	149.57	149.57
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2128580000-	8/09/2018	SPRINGFIELD RD	160.92	160.92
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2131061000-	8/09/2018	WALMART HWY 42 EAST	246.77	246.77
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2131065500-	8/09/2018	WALMART LIGHTS	130.56	130.56
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2131440000-	8/09/2018	SEWER LIFT MEADOWBROOK DR	357.46	357.46
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2133427501-	8/09/2018	HOLLOW RUN	72.25	72.25
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2141137900-		EVELYN GANDY METER FOR STREET LIGHT	542.87	542.87
VIVIE ELECTRIC DOMER A CONTINUOS.						

7/10/2018 2141141200- 8/09/2018 FRONTAGE ROAD

7/10/2018 2145040000- 8/09/2018 CHAPPEL HILL RD

7/10/2018 2145760001- 8/09/2018 CAUTION LIGHT

8/09/2018 STREET LIGHT ACCOUNT #1

8/09/2018 STREET LIGHT ACCOUNT #2

8/09/2018 STREET LIGHT ACCOUNT #3

8/09/2018 ARKWOOD DR SEWER LIFT

7/10/2018 2141440000-

7/10/2018 2141440500-

7/10/2018 2141441000-

7/10/2018 2141560000-

DIXIE ELECTRIC POWER ASSN [08227]

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(1)	Nendy & L	ynn) Account	s Payable	Status Report		
Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Baland
OWES(1) [04523]	7/04/2018	09693	8/10/2018	DOOR CHIME	103,52	103,53
OWES(1) [04523]	7/31/2018	902034	8/10/2018	SUPPLIES TO BUILD WALL	553_40	553_40
UCAS, GLENN [05609]	7/10/2018	JULY2018	8/10/2018	MONTHLY SERVICE	100.00	100.0
MCCRANEY' STRIPING & SEAL COATING, LLC 12502]	7/24/2018	9259	8/10/2018	RESTRIPE SOUTH MAIN	25,947,00	25,947,0
MCCRANEY STRIPING & SEAL COATING, LLC 12502]	7/24/2018	9344	8/10/2018	RESTRIPE ROADS	21,150.00	21,150.0
MCDANIEL, ALLEN [08746]	7/13/2018	9332	8/10/2018	INSTALL CONTROL ARM	100,00	100.00
MÉTRO CRIME STOPPERS [08407]	7/31/2018	JULY2018	8/10/2018	MONTHLY EXPENSE	29,00	29,00
/ID WEST RADAR AND EQUIP: [08412]	7/15/2018	163755-	8/10/2018	RECALIBRATE	770.00	770.0
AID-SOUTH UNIFORM SUPPLY [08415]	7/10/2018	579849	8/10/2018	REEBOK SHOE	89.99	89.9
MISSISSIPPI POWER CO [08440]	7/10/2018	36750-97198	8/10/2018	EGP	344.40	344.4
AISSISSIPPI POWER CO [08440]	7/16/2018	29736-95075	8/10/2018	EGP LIGHTS	520.19	520.1
AISSISSIPPI POWER CO [08440]	7/31/2018	2973695075	8/10/2018	POWER	610.84	610.8
/ISSISSIPPI POWER CO [08440]	7/31/2018	3063638052	8/10/2018	EGP	402.68	402,6
AISSISSIPPI POWER CO [08440]	7/31/2018	JULY2018	8/10/2018	MONTHLY POWER	35,561.52	35,561.5
AISSISSIPPI POWER CO [06440]	7/31/2018	10432-81037	8/10/2018	577 HILLCREST	560,90	560.9
MOMAR [09009]	7/10/2018	PSI244214	8/10/2018	NO MOW	369,67	369,6
Nountaineer Compuler Systems, Inc. [08857]	7/27/2018	11897	8/10/2018	WORK ON BARCODE FOR KIOSK	46,25	46,2
IS DEPT OF PUBLIC SAFETY [08749]	7/10/2018	JULY2018		MONTHLY EXPENSE DUI AND COLLECTIONS	1,280,00	1,280,0
MUNICODE [10234]	6/29/2018	312765	8/10/2018	SUPPLEMENT PAGES, IMAGES	564,57	564.5
IUSCO LIGHTING [09207]	7/31/2018	22908	8/10/2018	CONTRACT PAYMENT	46,430,56	46,430.5
IEWELL PAPER CO. [08500]	7/31/2018	4033613	8/10/2018	PAPER TOWEL, TISSUE	332.91	332.9
IOBLES AUTO PARTS [08501]	7/02/2018	732940	8/10/2018	EXACTAFITBLAD	19.52	19.53
IOBLES AUTO PARTS [08501]	7/25/2018	734254	8/10/2018	SWITCH, VBELT	33 17	33 17
IOBLES AUTO PARTS (08501)	7/30/2018	734490		VBELT, WASHER FLUID, OIL FILTER	128,92	128,9
IOBLES AUTO PARTS (08501)	7/30/2018	734523	8/10/2018	PARTS AND SUPPLIES	1,169.20	1,169.20
OBLES AUTO PARTS [08501]	7/19/2018	73913	8/10/2018	STOPLIGHT SWITCH	19,34	19.34
ALMER ELECTRIC (08509)	7/02/2018	15510	8/10/2018	SERVICE PUMP	1,658,70	1,658.70
ALMER ELECTRIC [08509]	7/27/2018	15528	8/10/2018	BREAKER	113.00	113.00
ARISH TRACTOR [12383]	7/23/2018	02-81593	8/10/2018	WINDSHIELD	406.00	406.00
AUL'S DISCOUNT GLASS (00L	7/09/2018	69560	8/10/2018	TIRES	136.00	136.00

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	Wendy & L	ynn) Account	s Payable	Status Report		
Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	A/P Owed	Balance Due
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2146500800-	8/09/2018	EVELYN GANDY PARKWAY METER FOR STREET LIGHT	322 32	322,32
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2147560000-	8/09/2018	LYNN RAY RD	154.53	154,53
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2148520000-	8/09/2018	WALKERS SEWER LIFT	117 79	117.79
DIXIE ELECTRIC POWER ASSN [08227]	7/10/2018	2149200000-	8/09/2018	ROBINSON RD SEWER	55.89	55.89
DPS CRIME LAB [08233]	7/03/2018	90069024	8/10/201B	ANALYTICAL FEES	180.00	180,00
EMERGENCY EQUIPMENT PROFESSIONALS (08887)	7/13/2018	435872	8/10/2018	FUEL SEPERATOR, OIL, FILTER, WIRE MESH	2,749.08	2,749.08
EMERGENCY EQUIPMENT PROFESSIONALS (08887)	7/25/2018	436111	8/10/2018	WIPER ARM	388.23	388 23
ESSCO AIR CONDITION [08248]	7/10/2018	36265	8/10/2018	REPLACED CAPACITOR AND START KIT ON OUTDOOR UNIT	246_50	246.50
EXPRESS SERVICES INC [10661]	7/03/2018	20818761	8/10/2018	J TAYLOR	661 12	661.12
EXPRESS SERVICES INC [10661]	7/11/2018	20865658	8/10/2018	JESSICA TAYLOR	465 30	465,30
EXPRESS SERVICES INC (10661)	7/18/2018	20906765	8/10/2018	J TAYLOR	666.94	666 94
EXPRESS SERVICES INC [10661]	7/25/2018	20938120	8/10/2018	J TAYLOR	613.42	613.42
EXPRESS SERVICES INC [10661]	7/29/2018	20976072	8/10/2018	JESSICA TAYLOR	620,40	620.40
FAIRLEY CONSTRUCTION [02282]	7/31/2018	6041	8/10/2018	FIX AWNING ON BACK OF WATER DEPT	875.00	875_00
G & W DIESEL SERVICE [08279]	7/12/2018	134144	8/10/2018	PIVOT PIN, ORINGS, SPRING	151,08	151.08
3 & W DIESEL SERVICE [08279]	7/25/2018	134328	8/10/2018	METHANE GAS	236.92	236.92
GINN, JEFFREY [01553]	7/10/2018	JULY 2018	8/10/2018	MONTHLY SERVICE	100.00	100.00
GRINER DRILLING [08301]	7/23/2018	R51313	8/10/2018	PRESSURE SWITCHES	1,875.00	1,875,00
GUTHRIE, JONI [08697]	7/31/2018	JULY 2018	8/10/2018	AEROBICS	200.00	200,00
HALL'S ALIGNMENT SERVICE AND AUTO REPAIR [10688]	7/20/2018	9393	8/10/2018	ALIGNMENT	65,00	65,00
Hancock Bank 2 [08309]	6/28/2018	30244	8/10/2018	2015 SEWER BOND	800.00	800:00
Hancock Bank 2 [08309]	6/28/2018	30243	8/10/2018	GO RFDG SEWER 2016	800.00	800.00
HANCOCK PEST CONTROL [08310]	7/10/2018	2017	8/09/2018	MONTHLY EXPENSE	21.00	21.00
HANCOCK PEST CONTROL [08310]	7/10/2018	2017	8/09/2018	MONTHLY EXPENSE	63.00	63.00
HANCOCK PEST CONTROL [08310]	7/10/2018	2017	8/09/2018	MONTHLY EXPENSE	46.50	46.50
IANCOCK PEST CONTROL [08310]	7/10/2018	2017		MONTHLY EXPENSE	146.00	146.00
HANCOCK PEST CONTROL [08310]	7/10/2018	2017	8/09/2018	MONTHLY EXPENSE	21,00	21.00
HANCOCK PEST CONTROL [08310]	7/10/2018	2017	8/09/2018	MONTHLY EXPENSE	25.00	25.00
HANCOCK PEST CONTROL [08310]	7/10/2018	2017	8/09/2018	MONTHLY EXPENSE	55 00	55,00

EXHIBIT "E"

51.00

1,674,13

1,807,68

1,280,26

43 31

32,22

410.83

51,00

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1,807,68

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(Wendy & Lynn) Accounts Payable Status Report								
Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Balance Due		
VULCAN SIGNS (18706)	7/10/2018	326927	8/10/2018	SIGNS GOES WITH PO 9132	184,10	184,10		
WASTÉ PRO [09738]	6/30/2018	938452	8/10/2018	MONTHLY SERVICE	68,641.00	68,841,00		
WESLEY HEALTH SYSTEMS [08685]	7/05/2018	40736	8/10/2018	EAP	447.00	447.00		
WORK WELL [08688]	7/05/2018	40475	8/10/2018	J TAYLOR, J WALLAGE	126.00	126_00		
Total for Lynn Campfield					543,373,24	543,373.24		
Melissa Martin								
PRO STREET CUSTOMS (07978)	8/06/2018			Customer Deposits	100,00	100,00		
PRO STREET CUSTOMS [07978]	8/06/2018			869 HWY 11	100,00	100,00		
WILCOX 1, JAMES [00154]	8/06/2018		8/21/2018	200 E 5TH AVE	100,00	100.00		
Total for Melissa Martin					300,00	300.00		
Wendy Lampton								
AFLAC (08041)	8/03/2018	2018-21	9/02/2018	Pay period ending 7/31/2018 - AFLAC, AFLACPT	870,27	870,27		
FAMILY Y [08250]	8/03/2018	2018-21	9/02/2018	Pay period ending 7/31/2018 - YMCA	78,00	78.00		
FORREST COUNTY CHANCERY [08264]	8/03/2018	2018-21	9/02/2018	Pay period ending 7/31/2018 - CSChanceryCl	335 50	335 50		
Garnishment Vendor [08812]	8/03/2018	2018-21	9/02/2018	CREEL, WILLIAM C - Garnishment	237.37	237:37		
Garnishment Vendor [08812]	8/03/2018	2018-21	9/02/2018	HEATH, AMY M - Garnishment	219.28	219.28		
Garnishment Vendor [08812]	8/03/2018	2018-21	9/02/2018	BOUNDS, GARY W - Garnishment	500.00	500.00		
MS Def Compensation [08896]	8/03/2018	2018-21	9/02/2018	Pay period ending 7/31/2018 - MSDefCompPT	220_00	220.00		
VIS Department of Revenue [08612]	8/03/2018	2018-21	9/02/2018	Pay period ending 7/31/2018 - SwtMS	4,150,00	4,150.00		
MS Dept of Human Services [08452]	8/03/2018	2018-21	9/02/2018	Pay period ending 7/31/2018 - CSDeptHHS	792,50	792,50		
New York Life [08897]	8/03/2018	2018-21		Pay period ending 7/31/2018 - NewYorkLife	408_53	408,53		
PERS [08516]	8/03/2018	2018-21		Pay period ending 7/31/2018 - PERS, empPERS	38,782,73	38,782,73		
Southern States PBA, Inc. [08900]	8/03/2018	2018-21	9/02/2018	Pay period ending 7/31/2018 - PBA	58.75	58.75		
SUN LIFE Dental [10303]	8/03/2018	2018-21		Pay period ending 7/31/2018 - DentalBenefit, DentalPT	2,035,94	2,035,94		
SUN LIFE FINANCIAL [08623]	8/03/2018	2018-21		Pay period ending 7/31/2018 - SunLifeBenefit	296 80	296,80		

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Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Balance Due		
UNITED HEALTH CARE INSURANCE C [08659]	8/03/2018	2018-21	9/02/2018	Pay period ending 7/31/2018 - UHCHeallhBenefit, UHCHealthPT UHCVisionPT	37,382,60	37,382 60		
Total for Wendy Lampton					86,368.27	86,368.27		
		Rep	ort Total:		630,041.51	630,041.51		

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	(Wendy & L	ynn) Account	s Payable	Status Report		
Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Balance
PAUL'S DISCOUNT GLASS [00023]	7/31/2018	70126	8/10/2018	INSTALL WINDSHIELD	350,00	350 00
PERFORMANCE RESCUE [09236]	7/10/2018	538	8/10/2018	MAINTENANCE	900,00	900.00
PERFORMANCE RESCUE [09236]	7/10/2018	541	8/10/2018	BRUTE FORCE SPREADER	3,300,00	3,300.00
PETAL ANIMAL CLINIC [00800]	7/03/2018	296677	8/10/2018	FOOD	40,00	40,00
PETAL ANIMAL CLINIC [00800]	7/20/2018	297856	8/10/2018	FOOD	40.00	40,00
PETAL ANIMAL CLINIC (00800)	7/06/2018	PATIENT1539	8/10/2018	SHOT	168,50	168,50
PETAL CHAMBER OF COMMERCE [08518]	7/10/2018		8/09/2018	MONTHLY SERVICE MONTHLY SERVICE	100,00	100,00
PETAL TIRE CENTER [08530]	7/20/2018	245179-	8/10/2018	TIRE	157 98	157,98
PETTY CASH POLICE [08947]	7/31/2018	JULY 2018	8/10/2018	PETTY CASH FOR MONTH	171,44	171 44
PINE BELT PORTABLES [11627]	7/18/2018	2974D183	8/10/2018	PORTABLES FOR JULY FIREWORKS AND MONTHLY EXPENSE	825 00	825 00
POLICY CENTER, THE [08543]	7/03/2018	27025	6/10/2018	ADD 2 DODGE RAMS REC DEPT	202.00	202,00
PUCKETT RENTS [08549]	7/19/2018	662896	6/10/2018	ROD AND KEYS	78.63	78,63
RANKEN RENTAL [18724]	7/24/2018	109207	8/10/2018	TRIPOD, PULLEY	2,668,48	2,668,48
RICHARDSON ELECTRICAL [08556]	7/31/2018	542	8/10/2018	REPAIR LIGHTS AT BALLFIELD	225,00	225.00
RICHARDSON ELECTRICAL [08556]	7/31/2018	543	8/10/2018	SERVICE CALL ON AC	85, 50	85.50
ROBINSON ELECTRIC SUPPLY [08559]	6/25/2018	28599-418260	8/10/2018	TIMER SWITCHES	73,50	73 50
RODGERS, BILL [08888]	7/31/2018	1485		INSPECTIONS FOR JULY AND PLAN REVIEW	3,500,00	3,500 00
SACKS ARMY STORE [08574]	6/21/2018	115051	8/10/2018	POLO AND PANTS	80,98	80 98
SAMS CLUB [08575]	7/12/2018	1178445269		BREAKFAST ITEMS FOR SENIOR CENTER	569,25	569,25
SAMS CLUB [08575]	7/16/2018	1270		COFFEE, COKE FRUIT TRAY TOM RETIREMENT	154,59	154,59
SAMS CLUB [08575]	7/11/2018	1688839313	8/10/2018	WATER AND GATORADE	244,28	244.28
GCOGGINS PUMP [08704]	6/21/2018	1032	8/10/2018	SERVICE CALL	600,00	600.00
COGGINS PUMP [08704]	7/06/2018	1034		SERVICE CALL	360,00	360,00
COGGINS PUMP [08704]	7/13/2018	1041		BOTTOM AND LOWER SEAL, TOP SEAL	4,984.00	4,984,00
SHOWS, DEARMAN & WAITS INC [08584]	7/10/2018		8/09/2018	BUSINESS RETAINER	100,00	100.00
SHOWS, DEARMAN & WAITS INC [08584]	6/28/2018	20303	8/10/2018	2016 ANNEXATION	1,242,50	1,242,50
HOWS, DEARMAN & WAITS INC [08584]	6/28/2018	20304	8/10/2018	TRAILWOOD BASE REPAIR	1,277,50	1,277 50
HOWS, DEARMAN & WAITS INC [08584]	6/28/2018	20311	8/10/2018	CASTLEWOOD SUBDIVISION	175.00	175.00

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(	Wendy & L	ynn) Account	s Payable	Status Report		
Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Balance Due
SHOWS, DEARMAN & WAITS INC [08584]	7/25/2018	20339	8/10/2018	TRAILWOOD BASE	2,945,00	2,945,00
SHOWS,DEARMAN & WAITS INC [08584]	7/25/2018	20340	8/10/2018	SOUTH MAIN ST REHAB	2,072,50	2,072,50
SHOWS, DEARMAN & WAITS INC [08584]	7/25/2018	20341	8/10/2018	EMERGENCY SRF REPAIR	700.00	700.00
SOUND ADVICE [08999]	6/05/2018	42350-42351	8/10/2018	TINT FOR NEW TRUCKS	1,595,00	1,595.00
SOUTHEASTERN CONCRETE CO. [08593]	7/10/2018	31908	8/10/2018	CONCRETE FOR GARDEN LANE	512.50	512.50
Southern Chlorinator [08977]	7/31/2018	20738	8/10/2018	CHLORINE AND LIME	5,315.00	5,315,00
SOUTHERN GAS AND SUPPLY [08599]	7/17/2018	34267457	8/10/2018	OXY	50,09	50,09
SOUTHERN PIPE & SUPPLY CO [08601]	7/27/2018	2413325	8/10/2018	PIPE AND TEE	6,866.40	6,866.40
SOUTHERN PIPE & SUPPLY CO [08601]	7/18/2018	2126784	8/10/2018	CORRUGATED PIPE	4,996.00	4,996,00
SOUTHERN WATERWORKS SUPP [08605]	7/19/2018	76274	8/10/2018	TAP SADDLE, BALL VALVE	345 03	345.03
SOUTHERN WATERWORKS SUPP [08605]	7/31/2018	76418	8/10/2018	BRASS SADDLE AND REDUCER	78.90	78.90
SOUTHERN WATERWORKS SUPP [08605]	7/31/2018	76487	8/10/2018	SEWER PIPE, GREEN WIRE, GASKET PIPE	31,029,39	31,029 39
STATE TREASURER'S OFFICE [08614]	7/31/2018	JULY2018	8/10/2018	MONTHLY EXPENSE	12,494.62	12,494.62
STOP STICK, LTD [11082]	6/28/2018	0012110	8/10/2018	STOP STICK	217.00	217 00
SYSCON [08625]	7/02/2018	1-44209	8/10/2018	MAINTENANCE	1,100,00	1,100,00
T J CHEMICAL [08847]	7/20/2018	2075	8/10/2018	GLYPHOSATE	3,248.00	3,248.00
T J CHEMICAL [08847]	7/20/2018	2076	8/10/2018	LINEN DISENFECTANT , AQUA KONTROL	4,208.00	4,208.00
T J CHEMICAL [08847]	7/27/2018	2079	8/10/2018	WEED RHAP	612.00	612.00
THE OIL EXCHANGE (1) [08635]	7/10/2018	4713	8/10/2018	OIL CHANGE	95.00	95.00
THE OIL EXCHANGE (1) [08635]	7/30/2018	5044-1794	8/10/2018	OIL CHANGES	140.00	140.00
THE OIL EXCHANGE (1) [08635]	7/31/2018	51854	8/10/2018	OIL CHANGE BUS AND FIRE	75,00	75.00
THE OIL EXCHANGE (1) [08635]	7/16/2018	5345-5399	8/10/2018	OIL CHANGES	190.00	190 00
THE PETAL NEWS [08637]	7/12/2018	FIN REPORT	8/10/2018	AUDITED FINANCIAL REPORT	75.00	75 00
FHOMPSON BROTHERS DRILLING, INC 12486]	7/10/2018	9308	8/10/2018	NEW PUMP, INSTALL NEW KIT BEHIND MUFFLER SHOP	3,892 00	3,892.00
FRACTORS UNLIMITED [10539]	7/20/2018	5554	8/10/2018	GEAR OIL AND FLUID	287.68	287-68
TYNER, EATON & FULCE PLLC [10406]	7/31/2018	811	8/10/2018	COP ANNEXATION	13,582,35	13,582.35
J.S. POSTAL SERVICE [08654]	7/31/2018	JULY2018	8/10/2018	16 ROLLS STAMPS	800.00	800.00
JLTIMATE PARTY [08655]	7/26/2018	224260	8/10/2018	CANDY FOR STORMWATER	51.91	51.91
/ULCAN CONSTRUCTION MATERIALS, [08668]	7/10/2018	50457774	8/10/2018	WASHED ROCK	321 20	321 20
/ULCAN CONSTRUCTION MATERIALS, [08668]	7/24/2018	50463525	8/10/2018		8,103.65	8,103.65
/ULCAN CONSTRUCTION MATERIALS, [08668]	7/31/2018	50466445	8/10/2018	WASHED GRAVEL	342 01	342,01

CITY OF PETAL MINUTE BOOK 36

EXHIBIT "E"

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