

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 18, 2015 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT MAYOR HAL MARX

ATTORNEY TOM TYNER

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

OTHERS ADA MADISON
 MITCH BROWN
 VALERIE WILSON
 AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY BRAD AMACKER

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS.

CHANGES/ADDITIONS TO AGENDA 08/18/2015

OLD BUSINESS

1. Request to adopt Ordinance 2015-136 establishing rules for collection and disposal of garbage and setting fees. (City Clerk)

GENERAL BUSINESS

1. Request to adopt new rates and rental policy for the Civic Center. (City Clerk)
2. Request to approve the Amendment to Waste Pro Contract. (City Clerk)
3. Request to renew health insurance with United Healthcare at a rate of \$528.94 per month per employee effective Oct. 1, 2015. (City Clerk)
4. Request to renew dental insurance with Assurant Dental at a rate of \$25.05 per month per employee effective Oct. 1, 2015. (City Clerk)
5. Request to accept agreement for lease of concession stands with Petal Baseball Association. (Mayor)
6. Request to accept proposal for services with Shows, Dearman & Waits for feasibility study of treatment services. (Mayor)
7. Request to approve adjustment to water services billed to 143 W 4th Ave in the amount of \$205.50 due to a leak. (T Rainey)
8. Request to approve adjustment to water services billed to 925 Hwy 11 in the amount of \$324.50 due to a leak. (Ray's Meats)

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. 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 APPROVE THE MINUTES OF THE PUBLIC HEARING AND THE REGULAR MEETING OF AUGUST 4, 2015.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES THE PUBLIC HEARING AND THE REGULAR MEETING OF AUGUST 4, 2015 AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT.

THEREUPON, MITCH BROWN ADDRESSED THE BOARD REGARDING BILLING ERRORS TO THE MASTER METER AT 112 CAMERON STREET.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SUSPEND BILLING THE MASTER METER UNTIL SUCH TIME AS THE SOFTWARE PROBLEM IS FIXED. 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 ORDINANCE ESTABLISHING RULES FOR COLLECTION AND DISPOSAL OF GARBAGE AND SETTING FEES

EXHIBIT "A"

ORDINANCE 2015-136

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. 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 SET A SPECIAL EXCEPTION HEARING DATE FOR PROPERTY LOCATED AT 333 BAKER ST

THEREUPON, ALDERMAN KING MADE A MOTION TO SET A HEARING DATE OF SEPTEMBER 8, 2015 AT 6:00 P.M. FOR PROPERTY LOCATED AT 333 BAKER ST. 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 THE MINUTES OF THE PLANNING COMMISSION MEETING ON AUGUST 11, 2015.

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE PLANNING COMMISSION MINUTES OF THE MEETING ON AUGUST 11, 2015. 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 APPROVE THE FOLLOWING VARIANCES FOR VINEYARD BAPTIST CHURCH

- RELIEF FROM CURB AND GUTTER REQUIREMENTS
- RELIEF FROM DUMPSTER REQUIREMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE FOREGOING VARIANCES FOR VINEYARD BAPTIST CHURCH. 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 APPEAL THE BOARD'S DECISION TO CONDEMN HOME AT 214 E 6TH AVENUE

THEREUPON, VIRGINIA HOLLINGSWORTH ADDRESSED THE BOARD ASKING THAT THE BOARD NOT CONDEMN HER HOME.

THEREUPON, SERGEANT BOUNDS ADDRESSED THE BOARD REGARDING CRIMINAL ACTIVITIES AT THIS ADDRESS. SGT BOUNDS STATED THAT THE POLICE DEPARTMENT RECEIVES SEVERAL COMPLAINTS FROM THE NEIGHBORS ABOUT THIS ADDRESS.

THEREUPON, ALDERMAN MOORE ASKED IF THE HOME IS STRUCTURALLY SOUND. KERRY SMITH, CODE ENFORCEMENT OFFICER, STATED THAT THE HOUSE IS NOT STRUCTURALLY SOUND. HE STATED THAT THE HOUSE IS NOT SAFE FOR HUMAN INHABITANTS. THE HOUSE IS STRUCTURALLY UNSAFE AND IS A HEALTH HAZARD DUE TO UNSANITARY CONDITIONS AS WELL.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO DENY THE APPEAL AND CONTINUE ON WITH THE CONDEMANATION OF THE HOME AT 214 E 6TH AVE. ALDERMAN AMACKER STATED THAT THE RESIDENTS HAVE THIRTY (30) DAYS FROM THE FIRST DATE OF NOTICE TO VACATE THE HOME. 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 PURCHASE SEVEN (7) DIGITAL RADIOS FROM JACKSON COMMUNICATIONS AT A COST OF \$30,908.75

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE PUCHASE OF SEVEN (7) DIGITAL RADIOS FROM JACKSON COMMUNICATIONS AT A TOTAL COST OF \$30,098.78 WITH \$28,000.00 TO BE FINANCED THROUGH BANCORP SOUTH EQUIPMENT FINANCE FOR A TERM OF FIVE YEARS. ALDERMAN STRINGER SECONDED THE MOTION.

EXHIBIT "B"

RESOLUTION – AUTHORIZING EXECUTION OF EQUIPMENT LEASE

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 SETTLEMENT AGREEMENT WITH COMCAST OF SOUTHERN MISSISSIPPI FOR ADDITIONAL FRANCHISE FEES

EXHIBIT “C”

SETTLEMENT AGREEMENT

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE SETTLEMENT AGREEMENT WITH COMCAST OF SOUTHERN MISSISSIPPI FOR ADDITIONAL FRANCHISE FEES. 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 AN AGREEMENT WITH CRYE-LEIKE SIGNATURE ONE REALTY FOR SERVICES RELATED TO SELLING PROPERTY LOCATED AT 144 & 148 W CENTRAL AVE

EXHIBIT “D”

AGREEMENT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE AGREEMENT WITH CRYE-LEIKE SIGNATURE ONE REALTY FOR SERVICES RELATED TO SELLING PROPERTY LOCATED AT 144 & 148 W CENTRAL AVE. 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 REFUND DARLENE PATTERSON WITH A ABSOLUTE BAIL BONDING COMPANY IN THE AMOUNT OF \$3,000.00

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REFUND DARLENE PATTERSON WITH A ABSOLUTE BAIL BONDING COMPANY IN THE AMOUNT OF \$3,000.00. 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 AN AMENDMENT TO THE EMPLOYEE HANDBOOK FOR ON-CALL POLICY

EXHIBIT "E"

ON CALL AND WAITING POLICY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING AMENDMENT TO THE EMPLOYEE HANDBOOK. 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 PRIVILEGE LICENSE REPORT FOR THE MONTH OF JULY 2015.

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF JULY 2015. 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 THE FOLLOWING PROOFS OF PUBLICATION

- PUBLIC NOTICE – ORDINANCE 2007 (9-A1)

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE FOREGOING PROOFS OF PUBLICATION FOR FILING. 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 RATES AND RENTAL POLICY FOR THE PETAL CIVIC CENTER

EXHIBIT "F"

CIVIC CENTER RATES AND POLICY

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ADOPT THE FOREGOING RATES AND RENTAL POLICY FOR THE PETAL CIVIC CENTER. 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 THE FOLLOWING AMENDMENT TO THE CONTRACT WITH WASTE PRO

EXHIBIT "G"

AMENDMENT TO CONTRACT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE AMENDMENT TO THE WASTE PRO CONTRACT. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO RENEW EMPLOYEE HEALTH INSURANCE COVERAGE WITH UNITED HEALTHCARE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO RENEW EMPLOYEE HEALTH INSURANCE COVERAGE WITH UNITED HEALTHCARE AT A RATE OF \$528.94 PER MONTH PER EMPLOYEE EFFECTIVE OCT 1, 2015. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO RENEW EMPLOYEE DENTAL INSURANCE COVERAGE WITH ASSURANT DENTAL

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO RENEW EMPLOYEE DENTAL INSURANCE COVERAGE WITH ASSURANT DENTAL AT A RATE OF \$25.05 PER MONTH PER EMPLOYEE EFFECTIVE OCT 1, 2015. 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 ACCEPT AN AGREEMENT WITH PETAL BASEBALL FOR LEASE OF CONCESSION STANDS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TABLE THE REQUEST. 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 ACCEPT THE PROPOSAL FROM SHOWS, DEARMAN AND WAITS FOR FEASIBILITY STUDY OF TREATMENT SERVICES

EXHIBIT "H"

PROPOSAL

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE PROPOSAL FROM SHOWS, DEARMAN AND WAITS FOR FEASIBILITY STUDY OF TREATMENT SERVICES. 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 FOR ADJUSTMENT TO WATER SERVICES BILLED TO 143 W 4TH AVE DUE TO A LEAK

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO MAKE AN ADJUSTMENT TO WATER SERVICES BILLED TO 143 W 4TH AVE IN THE AMOUNT OF \$205.50. 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 FOR ADJUSTMENT TO WATER SERVICES BILLED TO 925 HWY 11 DUE TO A LEAK

THEREUPON, ALDERMAN STRINGER NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO MAKE AN ADJUSTMEN TO WATER SERVICES BILLED TO 925 HWY 11 IN THE AMOUNT OF \$324.50. 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 A REQUEST FOR JASON JAMES TO ATTEND "SUPERVISING THE TOXIC OFFICER" TRAINING IN BILOXI, MS

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE JASON JAMES TO ATTEND "SUPERVISING THE TOXIC OFFICER" TRAINING IN BILOXI, MS ON NOV 17 - 18, 2015 AT A COST OF \$295.00. 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 REIMBURSE THE FOLLOWING FOR TEST FEES AT THE STATE FIRE ACADEMY

- SETH COX
- GRANT CROWDER
- JAKE WILLIAMS

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REIMBURSE THE FOREGOING FOR TEST FEES AT THE STATE FIRE ACADEMY AT A TOTAL COST OF \$150.00. 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 REPORTED THAT THERE WILL BE A BUDGET MEETING ON 8/27/15 AT 6:00 P.M. ALSO, HE WOULD LIKE TO LOOK INTO SOME SORT OF TAX INCENTIVE FOR DOWNTOWN BUSINESSES THAT UPGRADE THE APPEARANCE OF THEIR BUILDINGS.

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR EXECUTIVE SESSION.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO CLEAR THE ROOM TO SEE THE NEED FOR AN EXECUTIVE SESSION. 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

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ENTER INTO EXECUTIVE SESSION. 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

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

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE TOM TYNER TO FILE SUIT AGAINST GRADY MONTS FOR DEFECTIVE LAND SALE DUE TO IMPROPER NOTICE. 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

THEREUPON, ALDERMAN KING MADE A MOTION TO ADJOURN THE REGULAR MEETING. 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

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON AUGUST 18, 2015.



SEAL

ATTEST


MELISSA MARTIN, CITY CLERK


MAYOR HAL MARX

EXHIBIT "A"

AN ORDINANCE PROVIDING FOR AND ESTABLISHING RULES AND REGULATIONS FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND OTHER WASTE; PROVIDING FOR THE ADOPTION OF CERTAIN RULES AND REGULATIONS CONCERNING THE COLLECTION OF GARBAGE AND OTHER WASTE; PROVIDING FOR SPECIAL COLLECTION SERVICES; PROHIBITING LITTER AND FOR RELATED PURPOSES

SECTION 1-1. DEFINITIONS

For the purpose of this article, the following words and phrases shall have the meanings herein and words used in the present tense shall include the future tense and in the singular shall include the plural and the plural shall include the singular and masculine shall include the feminine gender;

Person: The word "person" shall mean every natural person, firm, partnership, association or corporation.

Director: Shall mean the director of sanitation services and/or public works director, whichever is appropriate.

Garbage: Shall include every accumulation of both animal and vegetable matter, liquid or otherwise, that attends the preparation, use, cooking, dealing in or storage of meat, fish, fowl, fruit or vegetables, tin cans or other containers originally used for food stuffs.

Rubbish: Shall include all non-putrescible solid waste consisting of both combustible and non-combustible waste such as paper, cardboard, glass, crockery, excelsior, cloth and similar materials. It shall not include bulky refuse meaning stoves, refrigerators, water tanks, washing machines, broken furniture or similar bulky materials having a weight greater than seventy-five (75) pounds and volume greater than thirty-five (35) gallons.

Public Place: Shall include parks, docks, wharves, water or open adjacent spaces thereto and public yards, grounds and areas and all open spaces between buildings and streets and in view of such streets.

Industrial Waste: Shall include all such wastes peculiar to industrial, manufacturing or processing plants and shall include hazardous refuse.

Hazardous Refuse: Any chemical, compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive or otherwise harmful.

SECTION 1-2. EXCLUSIVE COLLECTION

It shall be unlawful for any person other than the City of Petal or it's designated contractor to engage in the business of collecting, removing, and disposing of garbage and rubbish in the City of Petal except those private collectors specifically authorized by permit.

SECTION 1-3. JURISDICTION OF DIRECTOR

The removal of garbage, rubbish and industrial waste from premises in the city shall be under the jurisdiction of the director. Final disposition of garbage, rubbish and industrial waste shall be under the jurisdiction of said director.

SECTION 1-4. RULES AND REGULATIONS TO IMPLEMENT ARTICLES

The appropriate director, subject to the approval of the Mayor, may make such rules and regulations as are not inconsistent with the provisions of this article as may be necessary or desirable to aid in the administration of and obtaining compliance with the provisions of this Ordinance.

EXHIBIT "A"

SECTION 1-5. COLLECTION AND DISPOSAL OF INDUSTRIAL WASTE, PATHOGENIC, AND RADIOACTIVE WASTE AND SALVAGEABLE MATERIALS FOR RECLAMATION

- (a) Industrial and hazardous waste. All industrial and hazardous waste shall be disposed of by the industry, manufacturer or processing plant generating such waste under such methods and conditions as shall be approved by the director. Such industries may apply for a special permit as a private collector or may dispose of industrial waste by licensed private collectors. Garbage and rubbish not consisting of industrial waste and hazardous refuse may be collected by the city and charges made therefor in accordance with the fee set forth herein, provided, however that if the person in disposing of his industrial and hazardous waste also desires to dispose of his garbage and rubbish generated on his premises, the city shall allow him to do so as a special private collector for his own premises or through licensed private collectors if he desires.
- (b) Pathogenic and radioactive waste. All pathogenic and radioactive waste shall be disposed of by the hospital or institution generating such waste under such conditions as shall be approved by the health department. If the health department approves the treatment of such waste so that it may be disposed of by collections from the city, or if the hospital is eligible due to classification by volume, then said waste may be disposed of by the hospital as a special private collector or through licensed private collectors. Garbage and rubbish not consisting of pathogenic and radioactive waste may be collected by the city and charges made therefor in accordance with the fee set forth herein. Provided, however, that if the person disposing of his pathogenic or radioactive waste also desires to dispose of his garbage and rubbish generated on the premises, the city shall allow him to do so by granting a special permit to the hospital or institution if so classified by volume for itself as a special private collector or through use of a license private collector.
- Storage, collection and disposal of all pathological waste from physician's clinics, dental clinics, blood banks and medical laboratories, shall be in accordance with regulations of the Forrest County Health Department.
- (c) Salvageable materials for reclamation. Persons engaged in collection or purchasing for resale paper, cardboard, rags and scrap metals, for reclamation purposes shall be exempted from the provisions of this article except insofar as regulations of the health department and public works division apply to maintaining standards of health and cleanliness, preventing nuisances, preventing interference with refuse containers and preventing littering.

SECTION 1.6 - CONTAINER PROVIDED

- (a) Duty to have containers. It shall be the duty of every person in possession, charge or control of any premises where garbage is created or accumulated and in the case of multiple dwellings or multiple occupancy, the owner of the premises, at all times keep or cause to be kept a sufficient number of containers, provided by the city or its designated contractor, for the deposit of garbage generated on the premises.

SECTION 1.7 - SAFE PREMISES FOR COLLECTION: LOCATION OF CONTAINERS

Containers for garbage and refuse to be collected shall be placed at convenient and accessible points in the yard within five (5) feet of a street. ^{EXHIBIT "A"} Containers shall be placed where collectors may pick up and empty same without attack from animals. The director may by regulations provide for the location of containers. City garbage collectors shall not enter houses or stores for the collection of garbage or rubbish nor shall they accept any money or valuable gifts for their service from persons served.

Garbage and refuse shall not be stored in close proximity to other personal effects which are not desired to be collected but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not.

SECTION 1.8 - GARBAGE WRAPPED; MISING WITH ASHES, RUBBISH.

Garbage and other liquid substances shall not be kept in the same container with ashes or rubbish. All garbage shall be kept in a separate container conforming to the requirements of this article and shall be drained and separately wrapped before being placed in the container.

SECTION 1.9 - LEAVES, GRASS, TRIMMINGS, TREES AND PAPER.

Leaves, grass cuttings and garden trimmings, weeds and roots from which all dirt has been removed shall be deposited in disposable containers adjacent to the front property line. The director may grant waivers of this section in cases of hardship. Disposable containers for such rubbish shall be plastic bags or moisture resistant paper bags and such containers shall have tops, ties or other means of preventing spillage, scattering or blowing away of the rubbish and be moisture proof or kept dry and be of sufficient strength to contain the refuse without spillage during handling. They shall not exceed in size the approximate capacity of a thirty (30) gallon regulation garbage container which is considered the maximum size for manual lifting by a collector.

Magazines and newspapers shall be bundled and securely tied.

Shrub and tree trimmings shall be neatly piled adjacent to the front property line immediately behind the sidewalk where sidewalks are installed. Shrub and tree trimmings shall be separate from other refuse, such as leaves and grass trimmings.

SECTION 1.10 - SERVICE FEE FOR COLLECTION, DISPOSAL.

The following monthly fees are established for the collection, removal or disposal of garbage and rubbish. Pickup will be once per week.

\$15.25 per month one container provided

\$6.00 per month for each additional container

SECTION 1.11 - NURSERYMEN; DUTY OF REMOVE TRASH

Every nurseryman or other person who cuts trees or trims shrubs or grass as an independent contractor and not as an employee of the occupant of the premises, shall remove or cause to be removed all such trash from the premises serviced by him. Failure to do so, may subject the property owner to a fine of \$100.00 per day.

SECTION 1.12 – BUILDING DEBRIS, RESPONSIBILITY FOR REMOVAL

Building debris such as scrap lumber, plaster, roofing, concrete, brickbats, and sanding dust resulting from the construction, repair, remodeling or demolition of any building or appurtenances on private property will not be removed by the city or its contractor and the owner must cause such materials and waste to be privately removed. Failure to do so, may subject the property owner to a fine of \$100.00 per day.

SECTION 1.13 - NUISANCES PROHIBITED, COMPLIANCE WITH ARTICLE REQUIRED.

It shall be unlawful for any person in possession, ^{EXHIBIT "A"} charge of or control of any premises to keep, cause to be kept, or allow the keeping, on any premises within the corporate limits of the City of Petal, of garbage or rubbish in such manner that it will become offensive or deleterious to health or likely to cause disease and the same is hereby declared a public nuisance. The health department, police department, code enforcement, and supervisory employees of the public works division are hereby authorized to inspect any premises in the City of Petal and its police jurisdiction for the purpose of seeing that the requirements of this article are being complied with.

SECTION 1.14 - INTERFERENCE WITH CONTAINERS

- (a) No person other than the owner or person lawfully in control of any premises, or any authorize employee of the city or an authorized employee of a person licensed by the city for the collection or removal of garbage or rubbish, shall interfere in any manner with a container used for the accumulation or handling of garbage or rubbish or remove any such container from the location where it shall have been placed by the owner or person lawfully in control of the premises; nor shall any such person remove the contents from any such container.
- (b) It shall be unlawful for any person, firm or corporation to deposit or permit to suffer its agents, servants or employees to deposit household or commercial wastes in or about the anti-litter cans or like receptacles provided by the city in various public places in the community.

SECTION 1.15 - PLACE FOR DISPOSAL OF WASTE MATERIALS

It shall be unlawful for any person to dispose of or cause to be disposed any garbage, rubbish or other waste materials upon any property other than a garbage dump or sanitary land fill so designated by the City.

SECTION 1.16 - LITTERING PROHIBITED

It shall be a misdemeanor, punishable by a fine not to exceed \$250.00, for any person to place any garbage, straw, dirt, chips, shells, nails, iron, glass, fruit peelings, melon rinds, paper, shavings, rags, gravel, brick, building debris or other rubbish or other obnoxious substance on any street, sidewalk, alley, public park, parkway, square or other place in the city or on the property of another person.

SECTION 1.17 - COLLECTION SERVICES SUBJECT TO HEALTH DEPARTMENT REGULATIONS

The handling, collection and disposition of all garbage, refuse, rubbish and waste shall be subject to the regulations of the department of health which is charged with the duty of seeing to it that the public health shall not be endangered in the handling, storage or disposal of such refuse matter.

SECTION 1.18 - SANITATION FUND

All funds received by the City of Petal from the garbage fee billed or collected by the City of Petal for permit fees or location fees or sanitary dump fees shall be placed by the comptroller of the City of Petal in a special fund entitled "Solid Waste Fund" which shall be used solely by the City of Petal to pay for the cost of sanitation services including all salaries of the sanitation department and all necessary capital expenditures for equipment and all other necessary and reasonable charges for the sanitation department, it being the intention of this article as previously set forth from its inception and that said funds shall be used to defray the cost of collection and disposal of garbage and other refuse in the City of Petal.

SECTION 1.19 - This Ordinance shall be effective from and after September 1, 2015.

The above and foregoing Ordinance having been reduced to writing, the same was introduced and read, and a vote was taken thereon, first Section by Section, then upon the Ordinance as a whole with the following results:

Those present and voting "Aye" and in favor of the adoption of Sections 1.1 – 1.19

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" or against any Section of the foregoing Ordinance

None

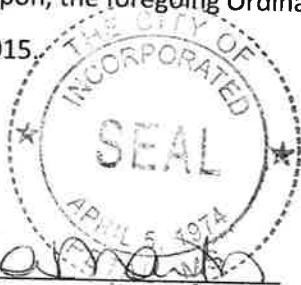
Those present and voting "Aye" and in favor of the passage, adoption, and approval of the Ordinance as a whole:

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" or against the passage, adoption, and approval of the foregoing Ordinance as a whole:

None

Whereupon, the foregoing Ordinance was passed, adopted, and approved on this the 18th day of August, A. D., 2015.




City Clerk, Melissa Martin


Mayor Hal Marx

EXHIBIT "B"

7029 70125-017

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF BANCORPSOUTH
BANK
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the Mayor and Board of Aldermen, the Governing Body (the "Governing Body") of City of Petal, Mississippi (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows:

- 1 The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval.
- 2 The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 5 years.
- 3 It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and
- 4 It is necessary for the Lessee to approve and authorize the Agreement.
- 5 The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and Hal Marx (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 2015

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 2015, Lessee has designated 5 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2015 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2015 will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, Alderman King moved that the foregoing resolution be adopted. Alderman Stringer seconded the motion for its adoption. The Mayor put the question to a roll call vote and the result was as follows:

<u>Brad Amacker</u>	Voted: <u>Aye</u>
<u>Craig Bullock</u>	Voted: <u>Aye</u>
<u>David Clayton</u>	Voted: <u>Aye</u>
<u>Tony Ducker</u>	Voted: <u>Aye</u>
<u>William King</u>	Voted: <u>Aye</u>
<u>Clint Moore</u>	Voted: <u>Aye</u>
<u>Steve Stringer</u>	Voted: <u>Aye</u>

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 16 day of August, 2015.

Hal Marx
(presiding officer), Title

ATTEST:
Melna Math
(SEAL)

7029 70125-017

SPECIAL STIPULATIONS

LESSOR BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P.O. Box 15097
12 Thompson Park
Hattiesburg, MS 39404-5097

By: _____
Title: _____
Date: _____

LESSEE City of Petal, Mississippi
P. O. Box 564
Petal, MS 39465-0564

By: Hal Marx
Title: Mayor
Date: 9-29-15

-NONE-

EXHIBIT "B"

EQUIPMENT LEASE SCHEDULE

7029 70125-017

Lease Schedule Number 017

This Lease Schedule No. 017 to the Equipment Lease-Purchase Agreement dated as of October 5, 2005 (the "Agreement") between BancorpSouth Equipment Finance, a division of BancorpSouth Bank, a Mississippi Corporation (the "Lessor") and City of Petal, Mississippi (the "Lessee"), acting by and through the Mayor and Board of Aldermen, the Governing Body of the Lessee, is made as of this date.

1 Description of the Equipment. The quantity, item, manufacturer, and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B-1" attached hereto and made a part hereof.

2 Location of the Equipment. The Equipment is to be located and delivered to Lessee's premises at 102 Fairchild Dr, Petal MS 39465

3 Original Rental Term. The term of the Agreement shall be NaN months.

4 Rental Payments. The Lessee agrees to pay the Lessor the original cost of \$28,000.00 for the Equipment hereof described in Exhibit "B-1" attached hereto, upon the terms, and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit "B-2" and made a part hereof, with an interest rate of 2.34 percent per annum as provided thereby.

5 This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement

DATED, this the 20th day of August, 2015.

LESSOR: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
LESSEE: City of Petal, Mississippi

By: _____ By: Hal May
Title: _____ Title: Mayor

EXHIBIT B

EQUIPMENT ACCEPTANCE NOTICE

7029 70125-017

TO: BancorpSouth Equipment Finance, a division of BancorpSouth Bank

RE: Equipment Lease-Purchase Agreement dated as of October 5, 2005

City of Petal, Mississippi (the "Lessee"), acting by and through the Mayor and Board of Aldermen, the Governing Body of the Lessee, hereby acknowledge receipt in good condition and working order of the equipment (the "Equipment") as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof. The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of October 5, 2005 between Lessor and Lessee. Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's(s) invoices for the Equipment and requests that Lessor make payment of such invoices

Lessee further acknowledges that it selected the Equipment so received. LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, OR OTHERWISE OF SUCH EQUIPMENT. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE, COUNTERCLAIM OR SETOFF.

LESSEE
City of Petal, Mississippi

By: Hal May
Title: Mayor
Date: 9-29-15

EXHIBIT C

EXHIBIT B-1

City of Petal, Mississippi

Master Lease Number: 7029 Schedule Number: 17

(4) Motorola Radios S/N: _____

EXHIBIT C-1

City of Petal, Mississippi

Master Lease Number: 7029 Schedule Number: 17

(4) Motorola Radios S/N: _____

EXHIBIT "C"

SETTLEMENT AGREEMENT
FRANCHISE FEE AUDIT/REVIEW

This Settlement Agreement (the "Settlement Agreement") is dated this 18 day of August 2015, between Comcast of Southern Mississippi, Inc. ("Comcast"), and the City of Petal, MS (the "City"). Comcast and the City may be individually referred to hereafter as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Section 7.1 requires Comcast to pay a franchise fee in the amount of four percent of Comcast's gross revenues (the "Franchise Fee");

WHEREAS, the City engaged the firm of Local Government Services, LLC to conduct a review of Comcast's Franchise Fee payments for the period from July 1, 2012 through June 30, 2015 ("Audit Period");

WHEREAS, the City has provided Comcast with a copy of a report prepared by Local Government Services, LLC dated August 6, 2015 ("Report"), which report concludes that Comcast owes additional franchise fees for the Audit Period;

WHEREAS, the Parties deem it to be to their mutual benefit to settle their differences for all Franchise Fee payment issues for the period of July 1, 2012 through June 30, 2015 (the "Settlement Period"), by this Settlement Agreement, resolve all such disputes and specify the terms under which Comcast will pay the City the sum of \$22,418.60 in full settlement of all Franchise Fee payment obligations for the Settlement Period.

NOW THEREFORE, in exchange for the mutual benefits and undertakings described herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PAYMENT BY COMCAST

Within thirty (30) days of delivery to Comcast of a counterpart original of this Settlement Agreement executed by the City, Comcast shall deliver to the City a check made payable to City of Petal in the amount of \$22,418.60. Comcast reserves the right to pass through to customers any such sums of this franchise fee payment which have not already been collected as franchise fees.

2. RELEASE OF ALL CLAIMS AND FINAL SATISFACTION AND RELEASE OF PAYMENT OBLIGATIONS

The Parties hereby release and discharge each other from all claims related to Franchise Fee payments for the Settlement Period. Payment by Comcast to the City pursuant to Section 1 hereof shall be deemed full and final satisfaction and release of Comcast's Franchise Fee payment obligations for the Settlement Period.

3. NO WAIVER OR CONCESSION OF THE METHOD OF CALCULATION OF GROSS REVENUES

The Parties mutually agree that this Settlement Agreement controls only the Settlement Period and is neither precedent nor waiver by either Party of any claim, methodology or interpretation of the Franchisee's gross revenues for any future audit of periods not within the Settlement Period.

4. GENERAL PROVISIONS

(a) Each Party covenants and agrees that it will not make, assert or maintain any claim, demand, action or cause of action that is discharged by this Settlement Agreement against the other Party; provided, however, that either Party may bring an action against the other Party to enforce this Settlement Agreement.

(b) Each Party represents that it has not conveyed or assigned any claims released by this Settlement Agreement to any third parties. Each Party represents and warrants that it has the power and authority to enter into this Settlement Agreement. Any breach of this Settlement Agreement shall be subject to all remedies available to the Parties at law or in equity. In addition, any breach of this Settlement Agreement shall be deemed a breach of the Franchise Agreement, and shall be subject to all of the remedies available under the Franchise Agreement.

(c) The Settlement Agreement sets forth the entire agreement of the Parties with respect to its subject matter, there being no other promise or inducement to or for the execution of this Settlement Agreement other than the consideration cited above. There are no contingencies, conditions precedent, representations, warranties, or other agreement, oral or otherwise, regarding settlement between the Parties not stated herein.

(d) The Parties acknowledge that this Settlement Agreement is the product of negotiations between the Parties and does not constitute, and shall not be construed as, an admission of liability on the part of any Party.

(e) This Settlement Agreement shall inure to the benefit of, and shall be binding on, the Parties' respective successors and assigns.

(f) This Settlement Agreement may not be modified or amended, nor any of its terms waived, except by an amendment signed by duly authorized representatives of the Parties.

(g) This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Mississippi without regard to conflicts of law principles. All actions or suits brought hereunder or arising out of this Settlement Agreement shall be brought in the appropriate State or Federal courts in Mississippi, and in no other courts.

(h) This Settlement Agreement shall be effective upon the date when it is executed on behalf of the City.

- 2 -

(i) All time frames expressed in terms of days shall mean calendar days, and if the time allowed for action required hereunder shall expire on a Saturday, Sunday, or holiday as defined, and if the time allowed for action required hereunder shall expire on a Saturday, Sunday, or holiday as defined by the laws of the State of Mississippi, then the expiration shall automatically be the next calendar day that is not a Saturday, Sunday, or holiday. All time frames are agreed to be of the essence.

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be executed by duly authorized representatives of each Party on the dates written below.

CITY OF PETAL, MS

By: Hal Marx
Name: Hal Marx
Title: Mayor
Date: 8-28-15

COMCAST OF SOUTHERN MISSISSIPPI, INC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "D"

EXCLUSIVE AUTHORIZATION AND RIGHT TO SELL
LISTING AGREEMENT (COMMERCIAL IMPROVED PROPERTY)

This form is provided as a courtesy to the parties only. It is not required to be used in this transaction and may not fit the needs, goals and purposes of the parties. The Mississippi Association of REALTORS® makes no statement or warranty as to this form, its contents or use, and the parties, by their use of this form, acknowledge said facts and agree that neither the Mississippi Association of REALTORS® nor any member thereof shall be liable to any party or person for its contents or use. If any party to this transaction does not fully understand it, or has any question, the party should seek advice from a competent legal professional before signing.

Are you currently a party to any agreement with another real estate broker? YES NO

THIS AGREEMENT is made and entered into and effective as of this 18th day of August, 2015 ("Effective Date") by and between the undersigned OWNER, its successors and/or assigns ("Owner"), and the undersigned BROKER, its licensees, successors and/or assigns (except as limited herein) ("Broker").

1. Parties. The parties to this Agreement are:

OWNER: City of Petal

BROKER: Crye-Leike Signature One Realty

2. Property. This Agreement applies to that certain property located at 144 & 148 West Central Ave PPINs 02942 & 02942-29141 & 29142 in [City] Petal, in Forrest County, Mississippi, as more particularly described in an exhibit attached to this Agreement (if any) ("the Property").

3. Listing Period. The Listing Period shall commence on August 19, 2015 and expire at midnight on February 18, 2016 ("the Listing Period").

4. Exclusive Listing Agreement. Owner hereby employs and grants Broker the exclusive and irrevocable right, acting as Agent of Owner, to show and offer for sale or exchange the Property during the Listing Period, subject to the terms and conditions set forth in this Agreement.

5. Listing Price. \$ 374,000.00

6. Special Terms. Special Terms (if any) are attached as an exhibit hereto.

7. Internet Listing Services. Broker is a participant of several listing services, including internet-based services, and listing information regarding the Property will be provided to such listing services and/or internet providers to be published and disseminated to the public. Broker is also authorized to report the sale following a closing as Broker, in its sole discretion, deems appropriate. Broker is authorized to cooperate with other licensed Brokers/Agents to sell this Property and to share the compensation resulting from the sale with any Selling Broker on a basis solely determined by the Listing Broker. Broker is hereby authorized to [CHECK ALL THAT APPLY]:

Offer other licensed brokers cooperation and compensation, but not sub-agency.

*Initials [Signature]
Copyright © 2008 by Mississippi Association of REALTORS®
EALCIP - Exclusive Authorization and Right to Sell Listing Agreement (Commercial Improved Property)

Rev. 6/2008

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Offer other licensed brokers sub-agency and compensation.

Act in the capacity of a Disclosed Dual Agent.

8. Compensation. Owner hereby agrees to compensate Broker, irrespective of agency relationship(s), as follows:

(a) A fee of 6.000 % of the selling price OR a fee of \$ _____ and an Administrative fee of \$ _____ if the Property is sold during the term hereof (or any extension thereof) on the terms herein set forth or any other price and terms Owner may accept; OR

(b) A fee of _____ % of the Listing Price OR a fee of \$ _____ and an Administrative fee of \$ _____ if the Property is withdrawn from sale, transferred, conveyed or rented without the consent of Broker, or made unmarketable by Owner's voluntary act during this Agreement or extension thereof.

(c) The compensation provided for in subparagraph (a) above shall be paid by Owner to Broker within _____ days after the termination of the Listing Period (or any extension thereof) ("the Protection Period") to anyone to whom the Property was shown by Broker ("prospective purchasers") provided Broker has delivered to Owner written notice, including the names of said prospective purchasers who have considered purchase of the Property through Broker's efforts, before or upon termination of this Agreement (or any extension thereof).

(d) Owner shall be obligated to pay the compensation provided for in subparagraph (a) if, in the event of breach by Buyer, Owner successfully secures specific performance by Buyer.

9. Deposit and Escrow of Funds. Broker [or CO/OP BROKER] is authorized to accept and hold on Owner's behalf any deposit of earnest money set forth in the contract between the parties. In the event Buyer's earnest money is forfeited, one-half (1/2) of the same shall be retained by or paid to Broker as their compensation, provided that Broker's portion of any such forfeited deposit shall not exceed the amount of the above-referenced compensation, and the remainder shall be delivered to Owner.

10. [Check all that apply]

Owner authorizes Broker to place a For Sale/Sold sign on the Property.

Owner authorizes Broker to take and utilize interior and exterior photographs of the Property and improvements for listing, advertising and appraisal purposes.

Owner authorizes Broker to disclose to buyers or cooperating brokers the existence of offers on the Property.

Owner authorizes Broker to obtain mortgage information relating to the Property.

AC2# NA

Mortgage Company NA

Address NA

11. Improvements. All improvements and appurtenances presently located upon the Property are included in the Listing Price, excluding the following (may be listed on attached exhibit):

*Initials [Signature] 2
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EALCIP - Exclusive Authorization and Right to Sell Listing Agreement (Commercial Improved Property)

Rev. 6/2008

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(e) Clear Title. Fee simple title to the Property is vested in Owner; title is good and merchantable of record and title is free of all liens, encumbrances, easements, restrictions, claims of title, leases, adverse possession, condemnation and other matters except the Permitted Encumbrances set forth or identified in any exhibit hereto.

(f) Condition of Improvements. Owner is not aware of any structural or other defects, latent or otherwise, in the Improvements, if any, other than those disclosed to Buyer in writing as of the Effective Date.

(g) Zoning. [If applicable] The Property is currently zoned C-2, Gen. Commercial District under the applicable zoning ordinances of Petal, Mississippi.

(h) Use Authorizations. To the best of Owner's knowledge, there are presently in effect permanent certificates of occupancy, licenses and permits as may be required for the Property, if any, and, to the best of Owner's knowledge, the present use and occupation of the Property is in compliance and conformity with such certificates of occupancy, licenses and permits. There has been no notice or request of any municipal departments, insurance company or board of fire underwriters (or organization exercising functions similar thereto) or mortgagee directed to Owner and requesting the performance of any work or alteration in respect to the Property which has not been complied with.

(i) Leases. Owner shall provide to Broker, within 10 days of the Effective Date of this Agreement (or within a commercially reasonable time if no deadline is stated), copies of complete and accurate rent rolls, if any, reflecting any and all existing leases affecting the Property setting forth with respect to each such lease (i) tenant's name; (ii) commencement and termination dates of the lease term and related renewal or extension terms; (iii) the premises covered by the lease; (iv) rent and other charges payable there-under and the date through which rent/other charges payable there-under have been paid; and (v) the amount of the security deposit required under each lease and held by Owner.

(j) Contracts or Agreements. Owner shall provide to Broker, within 10 days of the Effective Date of this Agreement (or within a commercially reasonable time if no deadline is stated), copies of all existing equipment leases, service and vendor contracts, if any, that relate to the operation, management or maintenance of the Property. To Owner's knowledge, there is no default or claim of default or any event which with the passage of time or notice, or both, would constitute a default on the part of any party to any of such contracts or agreements.

(k) No Other Agreements. Except for any leases, contracts or agreements disclosed by Owner as set forth hereinabove (the same, if any, being hereby incorporated by reference), there are no leases, service contracts, management agreements or other agreements in force and effect, oral or written, that grant to any person whomsoever or any entity whatsoever any right, title, interest or benefit in or to all or any part of the Property or any rights relating to the use, operation, management, maintenance or repair of all or any part of the Property or any improvements thereupon or furniture, fixtures or equipment included therewith, which will subject to closing pursuant to a purchase and sale agreement or be binding upon any potential buyer.

(l) Pre-Existing Right to Acquire. No person or entity has any right or option to acquire the Property or any portion thereof which will have any force of effect after execution hereof, other than a potential buyer.

*Initials [Signature] 3
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EXHIBIT "D"

(m) **No Assessments.** To the best knowledge of Owner, no assessments (other than ad valorem taxes) have been made against the Property that are unpaid whether or not they have become liens.

(n) **No Pending Matters.** There are no pending or, to the knowledge of Owner, threatened actions, lawsuits or proceedings against Owner by any organization, person, individual or governmental agency with respect to the Property that, if determined adversely to Owner, would materially adversely affect Owner's ability to perform its obligations under this Agreement or that would enjoin or prevent entry into a valid and binding sale and purchase agreement and/or the consummation of any closing nor does Owner know of any basis for such action. There are no outstanding accounts payable relating to the Property that would be binding on a potential buyer of the Property. Owner also has no knowledge of any currently pending application for a change in the zoning applicable to the Property or any portion thereof. Owner is not aware and has not been advised of any pending proceedings that could have the effect of impairing or restricting access between the Property and adjacent public roads and, to the best of the Owner's knowledge, no such proceedings are threatened.

(o) **Bankruptcy.** Owner is solvent and has not made a general assignment for the benefit of creditors or been adjudicated a bankrupt or insolvent, nor has a receiver, liquidator or trustee of Owner or any of its respective properties (including the Property) been appointed or a petition filed by or against Owner for bankruptcy, reorganization or arrangement pursuant to the Federal Bankruptcy Act or any similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Owner.

(p) **Restrictive Covenants.** To the best of Owner's knowledge, there is no default or any event which, with the passage of time or notice or both, would constitute a default or breach on the part of Owner or on the part of any other party whose property is encumbered by or benefits from any such restriction under any declaration of easements, restrictive covenants or other restrictions affecting the Property.

(q) **Hazardous Substances.** To the best of Owner's knowledge (i) no "hazardous substances", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, or any other pollutants, toxic materials, or contaminants have been or shall prior to Closing be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on the Property in violation of applicable law; (ii) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled; (iii) the Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse; and (iv) the Property has not previously been and is not currently listed on the Mississippi Department of Environmental Quality's CERCLA/Uncontrolled Sites File List. Owner has not received any notice or demand from any governmental or regulatory agency or authority requiring Owner to remove any hazardous substances or contaminants or toxic materials from the Property.

(r) **Condemnation.** Owner has not been notified that any condemnation or other taking by eminent domain of the Property or any portion thereof has been instituted and, to the best of Owner's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting the Property of any portion thereof or its use.

(s) **Violations.** To the best of Owner's knowledge, there are no violations of law, municipal or county ordinances, building codes or other legal requirements with respect to the Property; the Improvements comply with all applicable legal requirements (including applicable zoning ordinances) with respect to the use, occupancy, and construction thereof.

(t) **Representations.** The representations set forth in this Section are true and correct as of the date of this Agreement and shall survive the termination hereof. None of the representations of Owner in this Agreement contain any untrue statement of a material fact or fail to state a material fact necessary in order to make any representation contained herein not misleading in light of the circumstances in which such representation is made. It is specifically acknowledged and understood by Owner that information furnished to Broker may be made available to other parties unless the information is expressly denoted by Owner to Broker as confidential.

(u) **Indemnification.** Owner agrees to defend, protect, indemnify and hold harmless Broker, its salespersons, agents, licensees, concessionaires, servants or employees from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorney fees and cost of suit, arising out of or resulting from the injury to or death of any person or damage to the property of any person located on the Property during any act taken or authorized by Broker in the course of marketing and selling the Property and against all claims, disputes, litigation and/or judgments arising by virtue of any incorrect information supplied by Owner, or from any material fact known by Owner which Owner fails to disclose; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of Broker, its salespersons, agents, licensees, concessionaires, servants or employees. In the event it is determined that Broker was not at fault, then Owner party shall reimburse Broker for all reasonable costs and/or expenses incurred by it defending against such claim or demand.

14. **Miscellaneous.**

(a) This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

(b) This Agreement is made and entered into at the office of Broker and the agreed venue for any issue, dispute or controversy arising under this Agreement shall be the county in which the principal business office of Broker is located.

(c) In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

(d) In the event of any litigation between the parties under this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs at all trial and appellate levels. The provisions of this subparagraph shall survive the termination of this Agreement coextensively with all other surviving provisions of this Agreement.

(e) In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded.

(f) All of the exhibits attached to this Agreement, if any, are incorporated in, and made a part of, this Agreement.

(g) Owner acknowledges that it has not relied upon any promise, statement, representation, omission made or documentation provided by Broker(s), its salesperson(s) and their representatives relating to this transaction including, but not limited to, value of the Property; the decision to sell or purchase the Property; the terms or conditions of the sale, tax or legal considerations or liability, size or condition of the Property; the necessity or cost of repairs; the presence or lack thereof of UFFI insulation; the presence or lack thereof of Exterior Insulated Finish Systems (E.I.F.S.); previous flooding or location in a flood zone; effect of or location within Mississippi State Tidelands or Federal wetlands; presence of expansive soils; matters pertaining to financing; the presence or absence thereof of acceleration clauses or tax or balloon notes or any other conditions in existing agreements pertaining to the Property, if any; matters that could be revealed through a survey, title search or inspection; the existence of hazardous or toxic materials or environmental conditions; existing zoning, subdivision or other laws, regulations or rules affecting the Property and its use; the appraised or future value of the Property; the existence or history relating to pests, including, but not limited to, wood-destroying insects; building products or construction techniques; or tax laws or legal consequences of a contemplated transaction.

(h) Any reference to "days" within this Agreement shall mean "calendar days."

(i) (Select if applicable) Assignment of this Agreement shall be prohibited unless written consent of the non-assigning party is obtained.

15. **Entire Agreement; Successors and Assigns; Amendment; Binding Effect.** This Agreement constitutes the entire understanding and agreement between the parties, and there are no understandings, agreements, representations or warranties except as specifically set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. Owner acknowledges that the failure of Owner to execute a renewal or extension of the listing contract will result in the Broker having to remove Owner's listing from Broker's marketing program, including internet sites. This Agreement shall be binding upon the parties hereto and their respective successors and assigns, except as limited herein.

EXHIBIT "D"

16. Disclosure of Agency Relationship (Check One Box):

The Broker and its salespersons represent the Owner only as their Client.

The Broker and its salespersons represent the Owner and may represent the Buyer as dual agents by mutual agreement following execution by all parties of a Dual Agency Confirmation.

17. Notices. Except as otherwise provided herein, all notices, including demands, offers, counteroffers, acceptances and amendments (hereinafter collectively referred to as Notices) required or permitted hereunder shall be in writing and delivered to the party at the address set forth below (or such other address as the party may provide in writing) either: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX) (provided that an original of the notice shall be promptly sent thereafter if so requested by the party receiving the same); (4) by email whereupon a "read receipt" confirms receipt by the addressee; or (5) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. Notwithstanding the above, notice by FAX or email shall be deemed to have been given as of the date and time it is transmitted if the sending unit produces a written confirmation of successful transmittal stating the date, time and FAX number or email address to which notice was sent. Notice delivered by overnight delivery services or United States Postal Service shall be declared to have been given three (3) days after the date and time it is deposited with such carrier service, properly addressed and postage prepaid.

EXECUTED as of the date first above written in one or several counterparts, each of which shall be deemed an original, but all constituting only one Agreement. RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY OWNER.

OWNER:

By *Hal Meyer*

Printed Name: City of Petal

Its Mayor

By _____

Printed Name: _____

Its _____

Address: _____

119 West 8th Ave

Petal, MS 39465

Phone (601) 545-1776

Facsimile (601) 545-6685

Email meyer@cityofpetal.com

BROKER:

By *Eric Leike*

Printed Name: Crye-Leike Signature One Realt

Its Agent

By _____

Printed Name: _____

Address: _____

118 Fairfield Dr.

Battisburg, MS 39402

Phone (601) 336-6941

Facsimile (601) 268-3796

Email signatureone@crye-leike.com

NOTE: This form is provided by MAR to its members for their use in real estate transactions and is to be used as is. By using this form, you agree and covenant not to alter, amend, or edit said form or its content, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. These forms are provided with the understanding that the publisher does not engage in rendering legal, accounting, or other professional services.

*Blanks for initials are provided for the convenience of the parties only and failure to complete all or any of the initial blanks in this document in no way affects the validity or enforceability hereof following execution by all parties of the appropriate signature block.

Use: I:\media\Network\Users\Robinson Biggs Ingram\Restricted Access RDRPDRClients M\Mississippi Assn of Realtors\Commercial Forms Revisions\Final Versions\Commercial Improved Listing Agreement\FINAL53108.doc

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EXHIBIT "D"



**WORKING WITH A
REAL ESTATE BROKER**
THIS IS NOT A LEGALLY BINDING CONTRACT

Approved 01/2003 By
MR Real Estate Commission
P. O. Box 12685
Jackson, MS 39232

GENERAL

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction.

The purpose of the Agency Disclosure is to document an acknowledgement that the consumer has been informed of various agency relationships, which are available in a real estate transaction. For the purpose of this disclosure, the term seller and/or buyer will also include those other acts specified in Section 73-35-3 (1), of the code, "list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

SELLER'S AGENT

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

- To the Seller:**
 - The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.
- To the Buyer and Seller:**
 - A duty of honesty and fair dealing.
 - A duty to disclose all facts known to the Seller's agent materially affecting the value of the property which are not known to, or readily observable by, the parties in a transaction.

BUYER'S AGENT

A buyer may contract with an agent or firm to represent him/her. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If a Buyer wants an agent to represent him in purchasing a property, the buyer can enter into a Buyer's Agency Agreement with the agent. A Buyer's Agent has the following duties and obligations:

- To the Buyer:**
 - The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.
- To the Seller and Buyer:**
 - A duty of honesty and fair dealing.

DISCLOSED DUAL AGENT

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.

A Disclosed Dual Agent may not disclose:

- (a) To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- (b) To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- (c) The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- (d) That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

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MREC Rev 01/2003

SPC 01/2003
F9 Page 2 of 2

MREC Rev 01/2003

IMPORTANT NOTICE!

"Customer" shall mean that person not represented in a real estate transaction. It may be the buyer, seller, landlord or tenant. A Buyer may decide to work with a firm that is acting for the Seller (a Seller's Agent or subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer. When it comes to the price and terms of an offer, the Seller's Agent will ask you to decide how much to offer for any property and upon what terms and conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision. The Seller's Agent will present to the Seller any written offer that you ask them to present. You should keep to yourself any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying). The Seller's agent is required to tell all such information to the Seller. You should not furnish the Seller's agent anything you do not want the Seller to know. If you desire, you may obtain the representation of an attorney or another real estate agent, or both.

THIS IS NOT A CONTRACT. THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE

The below named Licensee has informed me that brokerage services are being provided me as a:

Client (Seller's or Landlord's Agent)
 Client (Buyer's or Tenant's Agent)
 Client (Disclosed Dual Agent) Customer (Not as my Agent)

By signing below, I acknowledge that I received this informative document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me.

Idal May August 7, 2015
 (Client) City of Petal, MS (Date)
 (Licensee) (Customer)
Crye-Leike Signature One Realt
 (Company) (Customer)

LICENSEE - Provide a copy of disclosure acknowledgement to all parties and retain signed original for your files.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 - (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):
 - (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and Reports available to the seller (check (i) or (ii) below):
 - (i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):
 - (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.
- (e) Purchaser has (check (i) or (ii) below):
 - (i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint or lead-based paint hazards; or
 - (ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Idal May 8/20/15
 Petal Date Seller Date

[Signature] _____
 Purchaser Date Purchaser Date

Kevin Brown/James Runnels _____
 Agent Date Agent Crye-Leike Signature One Realt Date

F12A - Disclosure of Information on Lead Paint (Seller)

EXHIBIT "D"



Marketing Consent Form

Name: City of Petal

Address: 119 W 8th Ave
Petal, MS 39465

Telephone Numbers: (601) 545-1776 Office (Home)
 () (Cell)
 () (Office)
 () (Other)
(601) 545-6685 (Fax)

Email: Mayor@cityofpetal.com

I understand that by providing above my mailing address(es), email address(es), telephone number(s), and fax number(s), I consent to receive communications sent from Crye-Leike Signature One Realty, LLC via U.S. mail, private carrier delivery, email, telephone, or facsimile at those number(s)/location(s).

Signature: [Signature]

Date: 8-20-15



DISCLOSURE OF BUSINESS RELATIONSHIPS
AND
DISCLAIMER OF BUSINESS REFERRALS

This is to give you notice that Crye-Leike Signature One Realty, LLC has business relationships with certain providers of services related to your sale or purchase of real estate ("Affiliates"). These relationships provide various consumer discount programs which are available to participating Crye-Leike offices. There are numerous competitors in the marketplace for the kinds of service provider, including one that may be referred by Crye-Leike, its brokers, sales associates, employees, or other representatives. It is recommended that you contact several prospects and independently investigate their qualifications and competency, including whether they have complied with licensing requirements, if any, in your area.

HOME WARRANTY DISCLOSURE: Crye-Leike Signature One Realty, LLC has no ownership interest in any company offering a home warranty plan. However, when a seller or purchaser purchases a home warranty policy through Crye-Leike sales associates, Crye-Leike and their associates receive an administrative fee for services performed in the placement of this service contract.

By signing below, Buyer(s)/Seller(s) acknowledge that he/she is giving Crye-Leike and its Affiliates permission to contact him/her by phone, mail, fax, or email regarding additional products and services and that he/she is not required to use the listed service provider(s) or any other service provider referred by Crye-Leike, its brokers, sales associates, employees, or any representative as a condition for the purchase, sale or lease of the subject property. Buyer(s)/Seller(s) further acknowledge that Crye-Leike, its owners, or sales associates may receive a financial or other benefit from the above listed service provider(s) that are being referred if they elect to do business with those service providers.

Buyer(s)/Seller(s) further acknowledge that any information or written material provided by Crye-Leike Signature One Realty, its brokers, sales associate, employees, or any representative regarding a service provider, or the referral of a specific service provider by Crye-Leike, its brokers, sales associates, employees, or any representative is for informational purposes and provided only as a convenience. No representation or warranty as to the qualifications, competency, or reliability of said service provider is made or intended to be made by Crye-Leike Signature One Realty, its brokers, sales associates, employees, or representatives and they assume no liability regarding same. Buyer(s)/Seller(s) hereby release Crye-Leike Signature One Realty, its brokers, sales associates, employees, and representatives from any and all claims, demands, obligations, and liabilities of any nature whatsoever, whether known or unknown, foreseen or unforeseen, regarding the actions or inactions of any service provider with whom Buyer(s)/Seller(s) elects to do business.

Buyer/Seller: [Signature] CITY OF PETAL Date: 8-20-15

Buyer/Seller: _____ Date: _____

Sales Associate: [Signature] JAMES RENNETS / HANNA BEJWA Date: _____

Property Address: 144 1/2 W 8th Ave
Petal, MS 39465

EXHIBIT "D"



ITEMS NOT REMAINING WITH THE PROPERTY

Date: _____

Property Address: 119 W. Central Ave

THE FOLLOWING ITEMS, IF PRESENT ON OR IN THE PROPERTY, **DO NOT REMAIN IF INITIALED:**

<input type="checkbox"/> Range	<input type="checkbox"/> Porch Swing (s)
<input type="checkbox"/> Microwave	<input type="checkbox"/> Playground Equipment
<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Hot Tub
<input type="checkbox"/> Washer	<input type="checkbox"/> Bathroom Mirrors
<input type="checkbox"/> Dryer	<input checked="" type="checkbox"/> Other Items:
<input type="checkbox"/> Pool Equipment	<u>City Equipment &</u>
<input type="checkbox"/> Satellite Dish	<u>Supplies being stored</u>
<input type="checkbox"/> Yard Fountains	<u>on property</u>
<input type="checkbox"/> Fireplace Equipment	_____
<input type="checkbox"/> Ceiling Fans	_____
<input type="checkbox"/> Window Treatments	_____

INFORMATIONAL STATEMENT FOR MISSISSIPPI PROPERTY CONDITION DISCLOSURE STATEMENT (EFFECTIVE JULY 1, 2008)

In accordance with Sections 89-1-501 through 89-1-527 of the Mississippi Code of 1954, as amended, effective July 1, 2005, a TRANSFEROR of real property consisting of not less than one (1) nor more than four (4) dwelling units shall provide a Property Condition Disclosure Statement when the transfer is by, or with the aid of, a duly licensed real estate broker or salesperson. The required Property Condition Disclosure Statement shall be in the form promulgated by the Mississippi Real Estate Commission (MREC) or on another form that contains the identical information. The MREC Form may be found at www.mrec.ms.gov.

RIGHTS OF PURCHASER AND CONSEQUENCES FOR FAILURE TO DISCLOSE

If the Property Condition Disclosure Statement is delivered after the Transferee has made an offer, the transferee may terminate any resulting real estate contract or withdraw any offer for a time period of three (3) days after the delivery in person or five (5) days after the delivery by deposit in mail. This termination or withdrawal will always be without penalty to the Transferee and any deposit or earnest money must be promptly returned to the prospective purchaser (despite any agreement to the contrary).

DUTY OF LICENSEE AND CONSEQUENCES OF FAILURE TO FULFILL SUCH DUTIES

The Mississippi Statute requires real estate licensees to inform their clients of those clients' duties and rights in connection with the Property Condition Disclosure Statement. The failure of any licensee to inform their client of the clients' responsibilities could subject the licensee (salesperson and broker) to censure, suspension, or revocation of their respective real estate licenses. The licensee is not liable for any error, inaccuracy or omission in a Property Condition Disclosure Statement unless the licensee has actual knowledge of the error, inaccuracy or omission by the Transferee.

IMPORTANT PROVISIONS OF THE LAW

- **The Property Condition Disclosure Statement should not be considered a warranty by the Transferor.
- **The Property Condition Disclosure Statement is NOT intended to become a part of any contract between the Transferor(s) and the Transferee(s) and it is for "disclosure" purposes only.
- **The Property Condition Disclosure Statement may not be used as a substitute for an inspection by a licensed home inspector or for other home warranties that the Transferor or Transferee may obtain.
- **Any Appliances or Items deemed to be Personal Property should be negotiated by the Seller and the Buyer in the Contract for the Purchase and Sale of Real Estate and all ownership rights should be transferred by a Bill of Sale or other appropriate contractual instrument. This Property Condition Disclosure Statement is not part of the Contract of Sale.
- **Nothing in this law precludes the rights and duties of the Transferee to inspect the property.

EXEMPTIONS

Section 89-1-501 (2) c) through i) stipulates specific exemptions from the requirement of providing a Property Condition Disclosure Statement by the Transferor of residential property. They include:

- **Transfers pursuant to a court order, a writ of execution, a foreclosure sale, a bankruptcy, an eminent domain proceeding, transfers from a decree for specific performance, transfers by a mortgagor who is in default, any sale pursuant to a decree of foreclosure or by means of a deed in lieu of foreclosure, transfer by the administration of a decedent's estate, a guardianship, a conservatorship or a trust.
- **Transfers from one co-owner to another, transfers from one spouse to another, transfers to a person in the lineal line of consanguinity, transfers to or from governmental entities or transfers on which no dwelling is located.

If the Transferor has NOT OCCUPIED the dwelling but, during the period of ownership, the Transferor has requested or authorized any repairs, replaced any of the mechanical equipment, has initiated any action or activity which could be documented on the Disclosure Statement or has actual knowledge of information which might impact a transferee's decision to purchase the residence, Transferors are obligated to complete those specific portions of the Disclosure Statement which are applicable to that information.

The Transferor is REQUIRED to sign the Disclosure Statement when the transaction is finalized to confirm that there have been no material changes to the property.

CONFIRMATION OF UNDERSTANDING

<u>Hal May</u>	<u>8-20-15</u>	_____	_____
SELLER (UPON LISTING)	DATE	BUYER (BEFORE OFFER)	DATE
<u>[Signature]</u>	_____	_____	_____
SELLER (UPON LISTING)	DATE	BUYER (BEFORE OFFER)	DATE
REPRESENTING THE SELLER(S)	_____	REPRESENTING THE BUYER(S)	_____

EXHIBIT "D"

PROPERTY CONDITION DISCLOSURE STATEMENT

The following is a Property Condition Disclosure required by Sections 89-1-507 through 89-1-527 of the Mississippi Real Estate Brokers Act of 1954, as Amended, and made by the SELLER(S) concerning the condition of the RESIDENTIAL PROPERTY located at: 144 + 148 West Central Ave (161), #31 39465

SELLER(S): City of Petal Approximate Age of the Residence _____

This Disclosure is not a warranty of any kind by the Seller or any Real Estate Agent of the Seller in this transaction and is not a substitute for any inspections or warranties the Purchaser may wish to obtain. This statement may be made available to other parties and is to be attached to the Listing Agreement and signed by the SELLER(S).

TO THE SELLER(S): Please complete the following form, including any past history of problems, if known. If the condition or question does not apply to your property, mark with "N/A".

IF THE RESIDENCE IS NEW/PROPOSED RESIDENTIAL CONSTRUCTION, the BUILDER should complete the Property Condition Disclosure Statement and reference specific plans/specifications, materials lists and/or change orders.

DO NOT LEAVE ANY BLANK SPACES. ATTACH ADDITIONAL PAGES IF NECESSARY. THIS FORM MAY BE DUPLICATED BUT NOT ALTERED

STRUCTURAL ITEMS:

- A. BUILDING CODE: Was the residence built in conformity with an approved building code? Yes ___ No ___ Unknown ___
B. STRUCTURAL ITEMS: Are you aware of any foundation repairs made in the past? Yes ___ No ___ Explain ___
C. HISTORY OF INFESTATION, IF ANY: TERMITES, CARPENTER ANTS, ETC.: Any evidence of rot, mildew, vermin, rodents, termites, carpenter ants, or other infestation? Yes ___ No ___
D. ROOF: Has the roof been replaced or repaired during your ownership? Yes ___ No ___; If yes, when? ___
E. LAND AND SITE DATA: Is there an engineer's survey available? Yes ___ No ___ Date the survey was completed ___
F. ADDITIONS/REMODELS: During your period of ownership, have there been any additions, remodeling, structural changes or alterations to the residence? Yes ___ No ___

- G. STRUCTURE/WALLS/ WINDOWS: Has there been any damage to the structure as a result of fire, windstorm, tornado, hurricane or any other natural disaster? Yes ___ No ___
H. OTHER: Are you aware of any problems which may exist with the property by virtue of prior usages such as, but not limited to, Methamphetamine Labs, Hazardous/Toxic waste disposal, the presence of asbestos components, Lead-Based Paint, Urea-Formaldehyde insulation, Mold, Radon Gas, Underground Tanks or any past industrial uses of the premises? Yes ___ No ___

MECHANICAL ITEMS:

ELECTRICAL SYSTEM/PLUMBING SYSTEM:

Are you aware of any problems or conditions that affect the desirability or functionality of the Heating, Cooling, Plumbing, or Mechanical Systems? Yes ___ No ___

WATER, SEWER, & SEPTIC ITEMS:

WATER: The water supply is: Public ___ Private ___ On-site Well ___ Neighbor's Well ___ Community ___
If your drinking water is from a well, when was the water quality last checked for safety, what were the results of the test and who conducted the test?
Is the water supply equipped with a water softener? Yes ___ No ___ Unknown ___
The Sewage System is: Public ___ Private ___ Septic ___ Cesspool ___ Treatment Plant ___ Other ___

OTHER MATTERS/ITEMS:

MISCELLANEOUS: Is the residence situated on Leasehold or Sixteenth Section land? Yes ___ No ___ Explain ___
Is there any existing or threatening legal action affecting the property? Yes ___ No ___ Explain ___
Are you aware of any violations of local/state/federal laws/regulations relating to the property? Yes ___ No ___
Are you aware of any hidden defects or needed repairs about which the purchaser should be informed PRIOR to their purchase? Yes ___ No ___

APPLIANCES/SYSTEMS REMAINING WITH RESIDENCE:

Table with columns: ITEM, YES, NO, GAS/ELECTRIC, AGE, LIST REPAIRS COMPLETED IN LAST TWO (2) YEARS. Rows include Cook-top, Dishwasher, Garbage Disposal, Ice-maker, Microwave, Oven(s), Trash Compactor, Vent-Fan, Other Items.

SELLER'S INITIALS _____ PURCHASER'S INITIALS _____

MECHANICAL EQUIPMENT CONSIDERED PERSONAL PROPERTY SHOULD BE NEGOTIATED IN THE CONTRACT OF SALE OR OTHER SUCH INSTRUMENT IF THE ITEMS REMAIN WITH THE RESIDENCE.

To the extent of the Seller's knowledge as a property owner, the Seller(s) acknowledges that the information contained above is true and accurate for those areas of the property listed. The owner(s) agree to save and hold the Broker harmless from all claims, disputes, litigation and/or judgments arising from any incorrect information supplied by the owner(s) or from any material fact known by the owner(s) which owner(s) fail to disclose except the Broker is not held harmless to the owner(s) in claims, disputes, litigation, or judgments arising from conditions of which the Broker had actual knowledge.

SELLER (UPON LISTING) _____ DATE 8-20-15 SELLER (UPON LISTING) _____ DATE _____

SELLER (AT CLOSING) _____ DATE _____ SELLER (AT CLOSING) _____ DATE _____

PROSPECTIVE PURCHASER'S SIGNATURE _____ PURCHASER(S) ACKNOWLEDGE RECEIPT OF REPORT _____ DATE _____

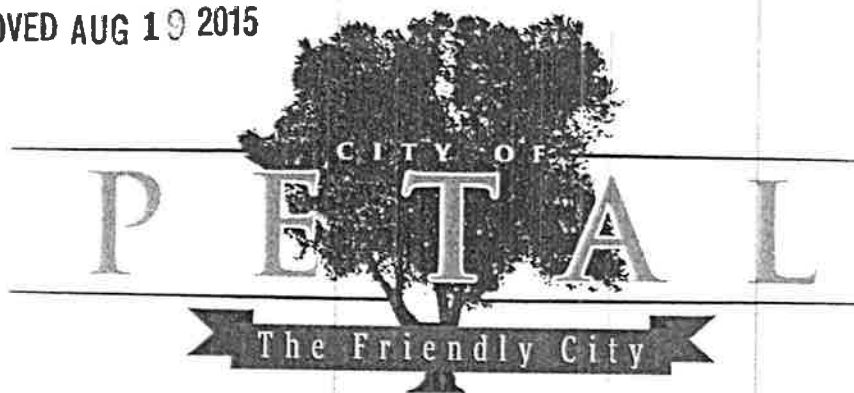
EXHIBIT "E"

Hal Marx
Mayor

Melissa Martin
City Clerk

Thomas W. Tyner
City Attorney

APPROVED AUG 19 2015



Aldermen
Brad Amacker
Craig Bullock
David Clayton
Tony Ducker
William King
Clint Moore
Steve Stringer

The following is the City of Petal Water Department's On-Call and Waiting Policy. By signing below, you acknowledge that you have read, understand and received a copy of this policy.

Adopted by Board of Aldermen on August 18, 2015.

There will be one service employee on call each week to handle after hours calls. This employee will be allowed to take a City vehicle home with him to respond to such after hour calls. Arrangements will be made for this on call employee to relocate the on call employee's personally owned vehicle (POV) to the employee's house during work time so his POV will not have to stay at the Water Department but will be available to him to use for personal business after hours. He may run personal errands during after hours, provided he can respond to a call back within a reasonable time frame (usually within 30- 45 minutes). Thus, he can use the on call time for his personal pursuits, and the on call time is not work time. The employee that is on call and any other employees called back to work after hours will be compensated for all time worked on any after hours jobs.

Employee Signature

Date

EXHIBIT "F"

**Rental Fees and Deposits
For
Petal Civic Center**

Auditorium & Magnolia Room		
All Day Event (8 Hrs)		\$ 500.00
Additional Hrs @ \$75.00 per Reservation/Damage Deposit*		\$ 200.00
Kitchen Rental (Mon-Sun)		
Entire Event Time		\$ 150.00
Event Package (Aud, Magnolia & Kitchen)		
4:00 p.m. - 10:00 p.m. the day before & 8:00 a.m. - 12:00 a.m. (Midnight) the day of event		\$1100.00
Reservation/Damage Deposit*		\$ 200.00
Setup	Diagram must be provided one week prior to event	\$ 100.00
Security	Security is mandatory for all proms and/or dances Paid directly to the officer(s) providing security.	\$ 30.00/hr

*Reservation/Damage Deposit is returned upon inspection of the Facility after an event. The reservation/damage deposit will be returned within 14 days following the event.

Petal School District Events requiring a charge will be charged per the regular fees stated above. Other events will require the full deposit and 50% of the regular fee.

**CONDITIONS FOR USE OF
THE PETAL CIVIC CENTER**

- **The Facilities:**
 - **Auditorium**
Will seat approximately 500 persons or can be set up with tables and chairs to accommodate 250 for a meal. (Only 250 chairs available for the auditorium. Additional seating would have to be provided by Lessee.)
 - **Magnolia Room**
Will seat approximately 75 persons or can be set up with tables and chairs to accommodate 65 for a meal.
 - **Furnishings and Equipment Available at no extra cost**
Round (72") Tables, 6ft & 8ft Tables, chairs, sound system, LCD Projector & Screen, Piano

- **Application for Building Usage:**
All applications must be made through the Civic Center office. The reservation/damage deposit will be \$200.00. The reservation will be placed on the calendar **ONLY** when this has been received and the application has been approved. One-half of the rental fees will be due at the signing of the contract.

The balance of the fees is due one month prior to the planned event. Lessee (Renter) is responsible for meeting the deadline. If the deadline is not met, the Lesser (City) has the right to remove the reservation from the calendar.

Applicants must be at least 21 years of age.

- **Smoking:**
No smoking allowed on the premises.
- **Animals and Pets:**
No animals or pets are permitted in the building. Seeing-eye dogs are allowed; please notify the Civic Center Staff.
- **Security Officers:**
Any assigned security officer(s) for the event will be secured by and receive their instructions from the Police Chief. It is mandatory to have police security for all proms and/or other dances. Security flexibility will be based on audience, the event itself, and City atmosphere at the time of the event.

If it is deemed necessary by either the officer on duty or a staff member, additional security officers will be called in for the event. If this should occur the Lessee will be responsible for the payment of officers.

Lessee is responsible for the payment of the security officers, which will be due at the time of the event.

- **Decorations**

A reservation/damage deposit of \$200.00 is paid at the time of the booking. This is returned two weeks following the use of the facility if there are no damages, rental misrepresentation or failure to comply with rules and guidelines. Lessee is required to cover any additional damages or cost of additional security officers. The decision to return none or part of a damage deposit is left entirely to the City of Petal. Explanation will be provided to the Lessee on any discrepancies.

There will be no fee waiver of the Petal Civic Center.

If the facility use is cancelled full fee and reservation/damage deposit will be returned if cancellation is made prior to 60 days before rental date; rental fees only will be returned if cancellation is made prior to 30 days before rental date.

- **State of Emergency**

If an emergency arises requiring the use of the Civic Center as a shelter or closing of the Civic Center, every effort will be made to notify the representative of the group or individual.

NOTHING can be attached to the walls, ceiling or floor. All decorations must be on the tables or free standing. If this is violated, reservation/damage deposit will be forfeited and additional fees for damages will be assessed if necessary.

- **Usage:**
Usage will be limited to one day, which is an 8-hour period, beginning no earlier than 8:00 a.m. and ending no later than 12:00 a.m. The building must be vacated by 1:00 a.m.. The space will be made available AT THE TIME SPECIFIED IN THIS CONTRACT. If you want to change your opening time call the Civic Center prior to 5:00 p.m. on Friday. (601-705-0837)

- **Set-up and Clean-up Procedures:**
The Lessee is responsible for the setting up of tables and chairs. Proper caution MUST be exercised in setting-up and during an event to insure that furniture and/or floor not be damaged. If requested, City of Petal employees can set up tables and chairs for a setup fee of \$100.00. Diagrams on requested set up must be turned in to the Civic Center office no later than seven (7) days prior to the event. All clean up and take down of tables and chairs is the responsibility of the Lessee. Any items left by the Lessee will be discarded.

- **Other responsibilities of the Lessee**
No confetti, rice, paper, petals, birdseeds or any other form of shredded materials may be thrown anywhere inside the facility. Birdseed may be thrown outside the facility. Bubbles are permitted.

No open flames or flammable, combustible or hazardous materials are allowed

No fireworks or pyrotechnics.

Lessee is fully responsible for the behavior of all guests.

Lessee's rights hereunder are not assignable and Lessee shall not be entitled to sublet any party of the Lease Facility. Lessee shall not permit any unlawful dangerous flammable or explosive substance on the grounds or facility.

Lessee will pay for all damages to the facility as a result of their scheduled event.

- **Hold Harmless:**

Lessee shall become thoroughly familiar with the facilities prior to entering into possession hereunder, and accepts the same in their present condition. The City of Petal shall not be liable to the Lessee for any personal injury and/or property damage that occurs in or about the leased facilities in the absence of the City of Petal's gross negligence.

Lessee shall indemnify and hold the City of Petal harmless from any/all all liabilities, claims and judgments, including costs and attorney's fees and expenses relating thereto, for personal injury to and/or death of any person, and for loss or damage to any property which arises out of, or is in anyway connected with Lessee's use of the facilities, including any personal injury, death, and/or loss of or damage to property arising out of the concurrent or sole negligence of the City of Petal.

No verbal understanding of agreement shall be recognized.

- **Fees and Deposits:**

EXHIBIT "G"

FIRST AMENDMENT TO

CITY OF PETAL, MISSISSIPPI CONTRACT AND WASTE PRO OF MISSISSIPPI, INC.

THIS FIRST AMENDMENT TO CITY OF PETAL, MISSISSIPPI SOLID WASTE SERVICE CONTRACT AND WASTE PRO OF MISSISSIPPI, INC. (this "Amendment") is made and entered into as of September 1, 2015 (the "Effective Date"), by and among Waste Pro of Mississippi, Inc., ("Waste Pro") ("Contractor"), and the CITY OF PETAL, a municipal corporation of Forrest County, Mississippi ("City"). In this Amendment, each of Contractor and City is sometimes referred to individually as a "Party", and Contractor and City are collectively sometimes referred to as the "Parties".

RECITALS

WHEREAS, Contractor and City entered into a Contract on November 1, 2013 (the "Contract"), and

WHEREAS, the Contract was for an initial four (4) year period ; and

WHEREAS, the parties now wish to modify the billing arrangement whereby the City will assume all residential billing responsibilities commencing as of September 1, 2015, and

WHEREAS, the parties now mutually agree that the original amount of the performance bond be reduced from \$732,000.00 to \$350,000.00.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE GENERAL SPECIFICATIONS, AS FOLLOWS:

1. **Incorporation of Recitals.** The foregoing recitals are agreed to and accepted and incorporated herein by this reference.
2. **Effective Date.** This Amendment shall become effective as of the Effective Date.
3. **Counterparts.** This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which shall constitute on and the same instrument.
4. **Ratification.** All terms and provisions of the November 1, 2013 Contract, not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.
5. **Performance Bond.** As of September 1, 2015, City shall reduce the required performance bond amount from \$732,000.00 to \$350,000.00 pursuant to Section 7 and shall refund any and all funds to Company pursuant to such.

6. **Authorization.** Each party executing this Amendment represents and warrants that it is duly authorized to cause this Amendment to be executed and delivered.

IN WITNESS WHEREOF, the parties have executed and entered into this First Amendment to City of Petal and Waste Pro of Mississippi, Inc. Contract.

CONTRACTOR:
WASTE PRO OF MISSISSIPPI, INC.

By: _____
Name: _____
Title: _____

CITY:
CITY OF PETAL, MISSISSIPPI, a municipal corporation

By: Hal Mack
Name: Hal Mack
Title: Mayor

EXHIBIT "H"



Engineering Progress

August 17, 2015
City of Petal
PO Box 564
Petal, MS 39465

Attn: Mayor Marx

Re: Wastewater Treatment Proposal
City of Petal

Dear Mayor Marx:

As you requested, Shows, Dearman and Waits, Inc. (SDW) is please to provide a proposal for services related to the feasibility of providing treatment options to the City of Petal (City). All services related to this feasibility study are outlined below based on the possible treatment options contained herein.

Currently, the City transmits untreated wastewater to the south lagoon operated by City of Hattiesburg from a pump station located at the former City of Petal lagoon site near Katrina Drive. The average daily flow based on the 2014 calendar year flow meter readings is roughly 1.35 million gallons per day.

The City has requested professional services to determine the feasibility of diverting wastewater generated by rate payers to alternate treatment solutions. One alternative would be for the City to provide comprehensive treatment through land application of the effluent (Land Treatment). The second alternative would be for the City to construct a mechanical treatment plant and obtain a Nation Pollutant Discharge Elimination System (NPDES) permit through the Environmental Protection Agency to discharge effluent into the Leaf River (Mechanical Treatment).

Land Treatment

SDW will review soil types available through NRCS Web Soil Survey, overland grades as indicated on USGS quadrangle maps, environmental factors identified on the National Wetlands Inventory maps and other readily available information to determine the site characteristics of generally available land in the surrounding area. This review will provide the estimated land footprint necessary to implement land treatment.

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

SDW will identify modifications to the sanitary sewer transmission system necessary for redirection of wastewater flows to potential sites. SDW will also review possible systems to provide primary treatment of wastewater and required equalization basins.

Mechanical Treatment

In an effort to fully compare treatment options available to the City, SDW will determine conceptual costs for the design and construction of a mechanical treatment plant. SDW will review potential sites locations for the plant, determine conceptual costs for construction in addition to costs for operation and maintenance.

After a draft document is complete for the feasibility for both treatment options discussed herein, SDW will coordinate and attend up to two (2) preliminary discussion meetings with Mississippi Department of Environmental Quality (MDEQ). The purpose of these meetings will be to seek comments on the conceptual plans outlined in the report and to discover anything that may preclude implementation.

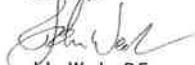
The draft document will be revised to incorporate any comments from MDEQ. Life cycles costs will then be generated for known treatment options so that all options may be accurately compared to one another. This study will provide a evaluation of the City's bonding capacity and financing options. The document will also outline the necessary steps and tasks required to carry the project to construction.

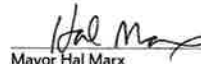
Once the final document is completed ten (10) hard copies will be delivered to the City. It is anticipated there will be a desire by the City to hold town hall meetings. SDW will attend up to two (2) town hall meetings at the direction of the City. The City will be the lead in any discussions with SDW available to provide technical talking points, charts, graphs and other items to illustrate the concept chosen by the City.

We propose to provide the aforementioned services based on our current hourly rates with a fee not to exceed \$63,350. Should you choose to favor us in this project, please indicate acceptance by execution and return of a copy to our office.

If you have any questions, please do not hesitate to contact me.

Sincerely,


John Weeks, P.E.
Project Engineer


Mayor Hal Marx

8-20-15
Date

/jtw