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 JUNE 16, 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 AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY TOM TYNER

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

REQUEST TO ADDRESS THE BOARD REGARDING THE ADP (CHAD NEWELL)

REQUEST TO INSTALL INLET AND PIPING AT 1007 S MAIN ST. (J WEEKS)

REQUEST TO SET VARIANCE HEARING DATE OF JULY 14, 2015 AT 6:00 P.M. FOR 139 S MAIN ST

REQUEST TO SET A HEARING DATE OF JULY 14, 2015 AT 6:00 P.M. FOR 308 E CENTRAL AVE.

ORDERS & ORDINANCES

REQUEST TO ADOPT ORDER TRANSFERRING WAYNE GRAHAM FROM STREET DEPT TO WATER DEPT AS HEAVY EQUIPMENT OPERATOR AT A RATE OF \$15.50 PER HOUR EFFECTIVE JUNE 24, 2015.

REQUEST TO ADOPT ORDER HIRING STEVE GRIFFITH FULL TIME IN THE STREET DEPT AT A RATE OF \$14.00 PER HOUR EFFECTIVE JUNE 24, 2015.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE THE MINUTES OF THE PUJBLIC MEETING AND THE REGULAR MEETING OF JUNE 2, 2015.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO APPROVE THE MINUTES OF THE PUBLIC HEARING AND THE REGULAR MEETING OF JUNE 2, 2015 AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT.

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING PROCLAMATION SETTING JULY 3, 2015 AS A HOLIDAY

EXHIBIT "A"

PROCLAMATION

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTION VACATING A PORTION OF SOUTH RAILROAD STREET

EXHIBIT "B"

RESOLUTION

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. 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 CALLED ON CHARLIE SIMS TO ADDRESS THE BOARD.

THEREUPON, CHARLIE SIMS ADDRESSED THE BOARD REGARDING HIS CAMPAIGN FOR FORREST COUNTY SHERIFF.

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF MICHAEL STEVENS IN THE POLICE DEPT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF MICHAEL STEVENS IN THE POLICE DEPT. 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 REVENUE & EXPENDITURES REPORT FOR THE MONTH OF MAY 2015.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF MAY 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 SPONSOR PETAL DIXIE SOFTBALL ASSOC 10U ALL STAR TEAM

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO PURCHASE AN AD FROM THE PETAL DIXIE SOFTBALL ASSOC 10U ALL STAR TEAM AT A COST OF \$100.00. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN CRAIG BULLOCK ALDERMAN WILLIAM KING ALDERMAN CLINT MOORE ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN BRAD AMACKER ALDERMAN DAVID CLAYTON ALDERMAN TONY DUCKER

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO DISSOLVE THE MUTUAL AID AGREEMENTS WITH NORTH FORREST, MACEDONIA AND SUNRISE VOLUNTEER FIRE DEPTS

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO DISSOLVE THE MUTUAL AID AGREEMENTS WITH NORTH FORREST, MACEDONIA AND SUNRISE VOLUNTEER FIRE DEPTS AND TO CONTINUE WORKING UNDER THE SMAC AGREEMENT.

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 THE FOLLOWING WITH GRANT MONEY PLACED IN THE FIRE FUND

- LABOR, GRAPHICS, INSTALL LIGHTS & SIRENS AT A COST OF \$1640.00
- SIREN, LIGHTS, AND SPEAKERS AT A COST OF \$2505.90
- WINCH, GRILL GUARD, STEP BARS AT A COST OF \$2622.92
- ENCLOSED TRAILER FOR RESCUE TOOLS AT A COST OF \$4200.00
- ICE MACHINE AT A COST OF \$1659.56

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO APPROVE THE FOREGOING PURCHASES. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE AGREEMENT WITH RETAIL STRATEGIES FOR PROFESSIONAL CONSULTING AND RELATED SERVICES

EXHIBIT "C"

AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE AGREEMENT WITH RETAIL STRATEGIES. 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 THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE SITE PLAN FOR PARK PLACE PHARMACY'S PARKING LOT EXPANSION

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE SITE PLAN FOR PARK PLACE PHARMACY'S PARKING LOT EXPANSION. 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 SET A SPECIAL EXCEPTION HEARING DATE FOR PROPERTY LOCATED ON BAKER ST

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO SET A SPECIAL EXCEPTION HEARING DATE OF JULY 14, 2015 AT 6:00 P,M, FOR PROPERTY LOCATED ON BAKER STREET. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING PROOFS OF PUBLICATION

• SOUTH RAILROAD ABANDONMENT

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER ALDERMAN CRAIG BULLOCK ALDERMAN DAVID CLAYTON ALDERMAN TONY DUCKER

ALDERMAN WILLIAM KING ALDERMAN CLINT MOORE ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MAY 2015.

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MAY 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 CALLED ON CHAD NEWELL WITH THE ADP

THEREUPON, CHAD NEWELL ADDRESSED THE BOARD REGARDING THE AREA DEVELOPMENT PARTNERSHIP

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO INSTALL INLET AND PIPING AT 1007 S MAIN ST.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO TABLE THE REQUEST. 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 CREATE A BICYCLE PATH ALONG OLD RICHTON RD FROM EAST SECOND AVE TO THE MIDDLE SCHOOL

DIED DUE TO LACK OF A MOTION.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A HEARING DATE FOR 139 S MAIN ST

THEREUPON, ALDERMAN KING MADE A MOTION TO SET A HEARING DATE OF JULY 14, 2015 AT 6:00 P.M. FOR PROPERTY LOCATED AT 139 S MAIN ST. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHERESAS, MAYOR MARX PRESENTED A REQUEST TO SET A HEARING DATE FOR 308 E CENTRAL AVE

THEREUPON, ALDERMAN KING MADE A MOTION TO SET A HEARING DATE OF JULY 14, 2015 AT 6:00 P.M. FOR PROPERTY LOCATED AT 308 E CENTRAL AVE. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR MARION SIMS AND GARY HARTFIELD TO TRAVEL TO EXCELSIOR SPRINGS, MO TO LOOK AT A LADDER TRUCK FOR PURCHASE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE MARION SIMS AND GARY HARTFIELD TO TRAVEL TO EXCELSIOR SPRINGS, MO TO LOOK AT A LADDER TRUCK FOR PURCHASE AT A COST OF \$314.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING SCOTT CRAFT PART TIME IN THE FIRE DEPT

ORDER

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

IT IS HEREBY ORDERED THAT SCOTT CRAFT BE HIRED PART TIME IN THE FIRE DEPT AT A RATE OF \$10.00 PER HOUR EFFECTIVE JUNE 17, 2015

SO ORDERED THIS THE 16^{TH} DAY OF JUNE 2015

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THOSE PRESENT AND "ABSTAINING"

ALDERMAN WILLIAM KING

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER TRANSFERRING ADAM WOODARD FROM PART TIME TO FULL TIME

ORDER

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

IT IS HEREBY ORDERED THAT ADAM WOODARD BE TRANSFERRED FROM PART TIME TO FULL TIME

1ST CLASS PATROL AT A RATE OF \$16.1791 PER HOUR EFFECTIVE JUNE 24, 2015

SO ORDERED THIS THE 16^{TH} DAY OF JUNE 2015

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 CREATING A SITE PLAN REVIEW BOARD

EXHIBIT "D"

ORDINANCE 1979 (42-A392)

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDINANCE AMENDING THE SMOKING ORDINANCE

EXHIBIT "E"

ORDINANCE 2007 (9-A1)

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER TRANSFERRING WAYNE GRAHAM FROM THE STREET DEPT TO THE WATER DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL DEEM IT NECESSARY TO HIRE A FULL TIME EQUIPMENT OPERATOR IN THE WATER DEPT

IT IS HEREBY ORDERED THAT WAYNE GRAHAM BE TRANSFERRED FROM THE STREET DEPT TO THE

WATER DEPT AT A RATE OF \$15.50 PER HOUR EFFECTIVE JUNE 24, 2015

SO ORDERED THIS THE 16TH DAY OF JUNE 2015

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING STEVE GRIFFITH IN THE STREET DEPT

ORDER

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

IT IS HEREBY ORDERED THAT STEVE GRIFFITH BE HIRED FULL TIME IN THE STREET DEPT AT A RATE OF \$14.00 PER HOUR EFFECTIVE JUNE 24, 2015 SO ORDERED THIS THE 16TH DAY OF JUNE 2015

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON JUNE 16, 2015.

MAYOR HAL MARX

SEAL

ATTEST

LYNN CAMPFIELD, DEPUTY CITY CLERK

SEAL

EXHIBIT "A"

STATE OF MISSISSIPPI

Office of the Governor



A PROCLAMATION

BY THE

GOVERNOR

WHEREAS, under the provisions of Miss. Code Ann. Section 3-3-7, Independence Day, the fourth day of July, is declared a legal holiday in the State of Mississippi; and

WHEREAS, July 4, 2015, falls on a Saturday; and

WHEREAS, during the Fourth of July holiday, many state employees will spend time with their families in Mississippi and in other states:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, July 3, 2015, in further observance of Independence Day. This authorization shall be in lieu of any discretionary authority granted executive officers under Miss. Code Ann. Section 25-1-97 for state holidays falling on a Saturday.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 27th day of May in the year of our Lord, two thousand and fifteen, and of the Independence of the United States of America, the two hundred and thirty-ninth.

PHIL BRYANT GOVERNOR

BY THE GOVERNOR

C. Delbert Hosemann, Jr. SECRETARY OF STATE

EXHIBIT "B"

EXHIBIT "C"



AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant") and the City of Petal. Mississippi (hereinafter referred to as "Client") on this the 3" day of June, 2015, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto (the "Project") for the City of Petal, MS, which it believes will promote the efficient operation of the Client; and,

WHEREAS. Consultant has made a proposal to the Client to provide consulting services related to the Project to Client as further set forth below

W-1-T-N-E-S-S-E-T-II;

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows

SCOPE OF SERVICES

Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client for the Project as set out in Exhibit A

ured. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant of under its supervision

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Scott vonCannon, Lacy Beasely, Wade Robinette, Joe Strauss, Chuck Branch and Robert Joffy, or other employees as deemed necessary by Consultant The Research and Marketing Coordinator is Amanda Beshears and is assisted by Ford Little and Laura Marinos Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion

MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and aff other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services. Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client

INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memrandoms, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights

TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3) calendar years which shall be calculated as $\underline{\textbf{June 8}^n}$, 2015 to $\underline{\textbf{June 7}^n}$, 2018

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the Client

COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the amount of \$30,000 per year. Lull payment for year one is to be made upon execution of this agreement and receipt of the invoice from Retail Strategies, LLC. Client will remit payment to Consultant upon receipt of invoice but no later than within thirty (30) days from receipt of invoice. The compensation for years two and three shall be \$30,000 per year payable in the same manner as set forth above. The Client shall have the right to renew the contract for additional years, starting in year four, at the rate of \$30,000 per year and thereafter, as mutually agreed between Client and Consultant Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services as part of the scope of the Project

CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant access to its relevant personnel, facilities, and materials meluding, but not necessarily limited to, those items specified in Consultuit's proposal to Client and such records, reports, and information as reasonably requested by Consultant and in Client's

LEVEL OF COMPETENCE Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Chent are qualified and competent to perform the services

INFORMATION AND REPORTS

The shall formsh an electronic version of a final written report and such periodic reports concerning the status of the project as may be requested by the Chent's representative pursuant to the schedule to be provided by Consultant

Consultant shall furnish the Client, upon request, with electronic copies of all documents and other material prepared or developed in relation with or as part of the project. Such regnests shall be reasonable and within normal business practices for such work

COPYRIGHT INFORMATION

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and scenario of the foregoing

APPLICABLE LAWS

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services of activities of the Consultant to the Client

INDEMNIFICATION

Consultant shall defend, indemnify and hold the Client, its officers, agents and employees free and harmless from and against any claims, demands actions, damages, expenses, fees, liabilities and/or attorney's fees arising out of, by virtue of or associated with, any claims demands or actions brought by third parties which are related in any way of are associated with the negligence, fortious acts or other unlawful conduct of Consultant of its respective oveners officers and employees in the performance of this agreement. Client shall defend, indemnify and hold the Consultant, its officers, agents and employees harmless from and against any claims demands actions damages expenses fees habilities and/or altorney's fees arising out of, by virtue of or associated with, any claims, demands or actions brought by third narties which are related in any way or are associated with the negligence, tottous acts or other unlawful conduct of the Chent or its respective agents, officers and employees in the performance of this agreement

EXHIBIT "C"

16. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees

17. MISCELLANEOUS

Capacity: Each party to this agreement represents and warrants to the other as follows

- A That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations
- B That each has full power and capacity to enter into this agreement, for perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer, areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
- C That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- D That each party has duly authorized and empowered a representative to execute this agreement on their respective hehalf and the execution of this agreement by such representative fully and completely bads the party to the terms and conditions bereaf
- That absent fraud, the execution of this aureement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. In the extent a party is a partnership, limited fiability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

Binding Effect This Agreement shall bind the parties and their respective personal representatives, beirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or menforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirely according to its plain meaning and shall not be construed against the party who provided or drafted it

Mandatory and Permissive "Shall", "will", and "agrees" are mandatory, "may" is permissive.

Governing Law The laws of the State of Alabama, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement.

Prohibition on Assignment and Delegation: No party to this agreement may assign or ifelegate its interests or obligations becomed without the written consent of all other parties been obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties bereinder and such assignment or delegation party shall in all respects remain hable bereinder prespective of such assignment or delegation.

- In that each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
- G That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement

Final Integration: This agreement, together with any exhibits of amendments hereto constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Norther party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God_strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors

Amendment in Writing — This agreement may not be amended modified, affered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision of of the remaining terms and conditions of the agreement

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which as executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Arbitration: Should any dispute between Consultant and Client arise at any time out of any aspect of this Agreement or the relationship hereunder, or against any employee, officer, agent, director, member, affiliate, subsidiary or parent, the parties hereto agree to have any such dispute resolved by final and hinding arbitration in accordance with the rules of the American Arbitration Association

CLIENT

City of Petal

By Halman

Tule Mayor

Date 6-3-15

CONSULTANT RETAIL STRATEGIES, LLC

Title Manuzer

Date 6-3-15

EXHIBIT "C"

EXHIBIT À

METHODOLOGY AND APPROACH:

SUMMARY OF RETAIL ANALYSIS AND SERVICES:

- Custom Demographic Research Historical, Current, and Projected Demographics to include market trade areas by radius/drive-time, and custom trade areas associated with Petal Tapestry Lifestyles Psychographic Profile of Trade Area / Market Segmentation Analysis Retail GAP Analysis Retail Peer Analysis Thematic Mapping and Aerial Imagery by trade area Retail Compelitor Mapping/Analysis Consumer Attitudes and Behaviors

- Retail Competitor Interpreparations Consumer Attlitudes and Behaviors

 Market Maximization Summary and Strategic Leasing Plan
 Identification of Priority Business Categories for Recruitment and/or Local Expansion
 Identification of Priority Business Categories for Recruitment and/or Local Expansion
 Identification of Retail prospects in the retail industry
 Identification of Retail Prospects to be targeted for recruitment
 Retailer Recruitment and Execution of the Retail Strategic Plan
 Updates on Retail Industry Trends

RETAIL STRATEGIES RESEARCH:

Our research solutions are not a "one size fits all" or pre-formatted by an industry standard radius or drive-time area. Each city, community, or retail trade area requires unique analysis based on numerous factors including natural boundary areas, current retail tenant mix, travel limes, radius areas and existing sites/buildings. Our research focuses on identifying the data points that are most likely to influence the site location decisions of retailers. Once these data points are determined – we provide thematic maps, aerial photos, asset maps, and customized research reports by retail concept.

Retail Strategies primary data resources include

CENSUS, AGS AND ESRI DEMOGRAPHICS

incorporating demographic data from multiple sources. DDR is able to better understand the pulation, income and retail spending shifts taking place in the current economic environment.

USINESS LOCATION DATA

als location data is ideal for competitive analysis, understanding market opportunities and aluating market dynamics.

Optional Services

Incentives Consulting

Retail development in today's market, while improving from the downturn which occurred largely between 2008 and 2011, requires cooperation from all parties involved. Many recent retail projects illustrate how mutual partnerships between the retailers, developers and municipalities can result in WNN-WN scenarios for all involved. Economic development partnerships between cities seeking new goods and services and increased tax revenues, developers looking for new investment opportunities and retailers looking to grow in new markets which were not economically feasible in the past, are now happening thru collaborative efforts.

In the past, when development economics didn't work, developers and retailers chose to move on to the next opportunity. However, success is now being realized in communities previously overlooked due to the creative and economically feasible alternatives municipalities can bring

Today, we believe the municipality needs to have a "seat" at the table initially in all new or development projects in their community. By making the municipality a "partner" in the development discussion, opportunities for creative assistance to bridge economic gaps of become "deal makers" versus "deal breakers".

Each municipality in each state differs in the capability and methodology for providing assistance. Many development agreement alternatives exist to 'bridge the gap' and address the funding shortfalls to create successful developments. Some of these include Development Agreements in which the municipality uses funds from reserves or bond issues to assist with site infrastructure or similar improvements (from which sales or property tax increases are used as repayment along with alternatives for developer guaranty obligations), sales tax incentives (typically thru revenue sharing in some fashion with the developer or retailer) or joint developments in which the City contributes city-owned property such as parking facilities or other public infrastructure to help miligate shortfalls in development funds.

Municipalities realize a positive return on investment by providing methods to create development in their communities – plus job growth, higher property taxes, a broader tenant mix and ultimately. a n d additional tax revenues to fund quality of life projects throughout the community. Developers now have a better understanding of what options are available to turn what were previously considered economically prohibitive deals into viable new development projects. By creating a partnership with the municipality from the inception of a deal, more opportunities exist for new and exciting retail developments to occur.

Pricing for Incentives is based on when Retail Strategies becomes engaged in the

If Retail Strategies is engaged prior to an incentives request from a developer, retailer or third party and the city request assistance from Retail Strategies to research, analyze and/or negotiate the requested incentives package, the cost to the city is \$15,000 plus 4% of the negotiated incentives value per project. The percentage lee is paid over the length of the incentives payback period.

Sourced to D&B®, the world's most trusted source of sales and marketing solutions, all D&B information is powered by DUNSRightTM, D&B's Quality Process which gives you the insight you need to idenlify and target prospects,

CONSUMER EXPENDITURES
This data includes 18 reports and close to 1,000 variables that collectively cover almost 95% of household spending. Based on extensive modeling of the BLS Consumer Expenditure Surver CEX provides reliable estimates of market demand and average household expenditures.

RETAIL POTENTIAL

This new labulation utilizes the Census of Retail Trade tables which cross-tabulates store type by merchandise line. The Consumer Expenditure data was aggregated to the merchandise line classification and then distributed to each of the major store types

TAPESTRY
Tapestry classifies US neighborhoods into 65 market segments based on socioeconomic and demographic factors, then consolidates them into LifeMode and Urbanization Groups

FINAL DELIVERABLE AND STRATEGIC RETAIL RECRUITMENT PLAN:

Upon completion of the research component of our engagement, the Retail Strategies team will create an online account through our BASECAMP platform available to the appropriate contacts at the City of Petal to access all research, analysis and the strategic plan.

- 1 Retailer Overview and Recruitment Plan- Summary of the primary retail gaps inclusive of the key retailers to be pursued with a prototypical overview of each retailer relative to size, economics, etc.

 1 Targeted Retail Property Catalog Retail Strategies, LLC and its partners will work with the city to provide a targeted retail property catalog that may be suitable sites to present to prospective new retailers. This will include maps, marked aerials and all pertinent contact and site specific information retailive to each site.

 Call list and Pervillment I testate on present working forms to keep the last of the control of the call be seen to be seen
- each site.
 3. Call List and Recruitment Update- an ongoing tracking form to keep the identified city contacts updated relative to recruitment efforts and specific interaction with prospective retailers.

EXHIBIT B

If Relall Strategies is engaged after a project has made an incentives request. The cost to the city is 8% of the cost savings recognized by the city per project paid over the length of the incentives payback period.

Custom Marketing Materials for Property Owners & Commercial Real Estate Firms

Negotiated per request

Meeting Requests outside the Scope of Services

Reimbursement of Travel Expenses

ORDINANCE NUMBER 1979 (42-A392)

AN ORDINANCE AMENDING ORDINANCE 1979(42) OF THE COMPRENSIVE ZONING REGULATIONS FOR THE CITY OF PETAL, MISSISSIPPI, CREATING A SITE REVIEW BOARD.

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

SECTION 1: The City of Petal Site Plan Review Board is hereby created consisting of the Mayor, one Alderman, the director of the Building Department, the Building Inspector, the Chief of Police, the Fire Chief, the Director of Public Works, and the City Engineer, for the purpose of reviewing and approving all site plans for new construction, both residential and commercial within the City of Petal.

SECTION 2: The Site Plan Review Board (SPRB) shall meet at a time and place determined by the director of the City of Petal Building Department, whereupon the members shall review all site plans for new construction which have been submitted since the last SPRB meeting.

If the majority of the SPRB determine that a site plan does not require any special exceptions or variances according to existing ordinances, the site plan shall be placed on the agenda for approval at the next scheduled meeting of the Mayor and Board of Aldermen.

If the majority of the SPRB determines that a site plan does require a special exception or variance under existing ordinances, the site plan shall be placed on the agenda for consideration at the next scheduled meeting of the City of Petal Planning Commission.

SECTION 3: All site plans for new construction, both residential and commercial, shall be reviewed by the SPRB within five (5) business days of submittal to the City of Petal Building Department.

The above and foregoing amendments to the Ordinance shall take effect and be in force within 30 days of passage.

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 "YEA" and in favor of the passage, adoption and approval of Sections 1, 2, and 3 of the foregoing Ordinance:

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 adoption of any Section of the foregoing Ordinance:

NONE

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

ALDERMAN BRAD AMACKER ALDERMAN CRAIG BULLOCK ALDERMAN DAVID CLAYTON

ALDERMAN TONY DUCKER ALDERMAN WILLIAM KING ALBERMAN ELINT MOORE ALDERMAN STEVE STRINGER

Those present and voting "NAY" or against the adoption of the foregoing

Ordinance as a whole:

NONE

WHEREUPON, the foregoing Ordinance be and the same is hereby passed, adopted and approved on this, the 16th day of June, A.D., 2015.

Hal Mar Mayor

(Seal)

Attest:

Lynn Campfield Deputy City Clerk

ORDINANCE 2007 (9-A1)

AN ORDINANCE AMENDING ORDINANCE 2007 (9) TO INCLUDE THE PROHIBITION OF THE USE OF ELECTRONIC SMOKING DEVICES IN PUBLIC PLACES WITHIN THE CITY OF PETAL, MISSISSIPPI AND GIVE EXEMPTION TO THE AMERICAN LEGION

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

SECTION 1: Amended to also prohibit the use of Electronic Smoking Devices are in any and all places where cigarette smoking is banned within the City of Petal.

"Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an ecigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

SECTION 3: Amended to give exemption from this Ordinance and 2007 (9) to the American Legion Post 146 in the City of Petal, MS.

SECTION 4: Amended to give exemption to any business which derives its main source of income from the sale of tobacco and tobacco-related products.

Violators of this Ordinance shall be liable to the same penalties applied in Ordinance 2007 (9).

The above and foregoing amendments to the Ordinance shall take effect and be in force within 30 days of passage.

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 "YEA" and in favor of the passage, adoption and approval of Sections 1 and 3 of the foregoing Ordinance:

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 adoption of any Section of the foregoing Ordinance:

NONE

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

NONE

WHEREUPON, the foregoing Ordinance be and the same is hereby passed, adopted and approved on this, the 16^{th} day of JUNE, A.D., 2015.

SEAL Attraction

Hal Marx Mayor

Melissa Martin City Clerk