

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 SEPTEMBER 15, 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 TOMMYE CORLEY VALERIE WILSON AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY ADA MADISON

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

**PROCLAMATIONS & RESOLUTIONS**

1. REQUEST TO ADOPT RESOLUTION AMENDING THE FY2015 BUDGET.

**GENERAL BUSINESS**

1. REQUEST TO ACCEPT AGREEMENT WITH PETAL DIXIE SOFTBALL FOR CONCESSION STAND LEASE.

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 PUBLIC HEARING AND THE REGULAR MEETING OF SEPTEMBER 1, 2015 AND THE PUBLIC HEARING OF SEPTEMBER 8, 2015.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO APPROVE THE MINUTES OF THE PUBLIC HEARING AND THE REGULAR MEETING OF SEPTEMBER 1, 2015 AND THE PUBLIC HEARING OF SEPTEMBER 8, 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, DR. DILLON OF PETAL SCHOOL DISTRICT ADDRESSED THE BOARD TO OFFER THANKS FOR THE CITY'S SUPPORT OF THE SCHOOL DISTRICT AND THE ASSISTANCE THE CITY PROVIDED WITH THE PICKUP LINES AT THE PRIMARY SCHOOL AND THE EXTRA SAFETY PRECAUTIONS TAKEN ON SEPTEMBER 11, 2015.

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTION ADOPTING AND AUTHORIZING THE FINAL BUDGET FOR FISCAL YEAR 2015-2016.

EXHIBIT "A"

RESOLUTION

THEREUPON, ALDERMAN KING 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 PRESENTED THE FOLLOWING RESOLUTION FIXING THE AD VALOREM TAX LEVY FOR 2015.

EXHIBIT "B"

RESOLUTION – TAX LEVY

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. 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 RESOLUTION AMENDING THE FINAL BUDGET FOR FY2014-2015.

EXHIBIT "C"

RESOLUTION – AMENDING BUDGET

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 PRESENTED A REQUEST TO RESCIND THE BOARD'S DECISION TO ACQUIRE UNINSURED MOTORIST COVERAGE ON CITY VEHICLES.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO RESCIND THE BOARD'S DECISION TO ACQUIRE UNINSURED MOTORIST COVERAGE ON CITY VEHICLES. 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 PROPOSAL FOR CITY PHONE AND INTERNET SERVICES FROM COMCAST BUSINESS.

EXHIBIT "D"

PROPOSAL

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PROPOSAL FROM COMCAST BUSINESS FOR CITY PHONE AND INTERNET SERVICES. 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 GRANT A SPECIAL EXCEPTION TO 333 BAKER ST ALLOWING AN EXISTING MOBILE HOME TO REMAIN ON THE PROPERTY

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION AND GRANT A SPECIAL EXCEPTION TO 333 BAKER ST ALLOWING AN EXISTING MOBILE HOME TO REMAIN ON THE PROPERTY FOR STORAGE PURPOSES. 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 APPOINT GLEN LUCAS TO THE PLANNING COMMISSION AS WARD 6 COMMISSIONER.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPOINT GLEN LUCAS TO THE PLANNING COMMISSION AS WARD 6 COMMISSIONER FOR A TERM TO EXPIRE JULY 2020. 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 TO SEND ONE (1) HP OFFICE JET PRO 8600 TO AUCTION FROM THE JUDICIAL DEPT

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE THE JUDICIAL DEPT TO SEND ONE (1) HP OFFICE JET PRO 8600 TO AUCTION. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO DISPOSE OF ONE (1) FRIGIDAIRE WASHING MACHINE IN THE FIRE DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE FIRE DEPT TO DISPOSE OF ONE (1) FRIGIDAIRE WASHING MACHINE. 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 PURCHASE FOUR (4) REFURBISHED SCBA UNITS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE PURCHASE OF FOUR (4) REFURBISHED SCBA UNITS FROM DALMATION FIRE EQUIPMENT AT A COST OF \$5,172.00 OUT OF STATE REBATE MONEY. 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 RESIGNATION OF DALE NUTTING IN PUBLIC WORKS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF DALE NUTTING IN PUBLIC WORKS EFFECTIVE SEPTEMBER 8, 2015. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO TRANSFER ONE (1) 2007 GMC 3500 FROM THE FIRE DEPT TO THE WATER DEPT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TRANSFER ONE (1) 2007 GMC 3500 FROM THE FIRE DEPT TO THE WATER 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 A REQUEST TO SEND ONE (1) 2006 GMC 3500 FROM THE WATER DEPT TO AUCTION

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE WATER DEPT TO SEND ONE (1) 2006 GMC 3500 TO AUCTION. 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 SELL ONE (1) 1984 E ONE CUSTOM PUMPER BY ADVERTISING FOR BIDS

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE SELL OF ONE (1) 1984 E ONE CUSTOM PUMPER BY ADVERTISING FOR BIDS. 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 QUOTES FOR NEW FIXTURES IN THE CIVIC CENTER BATHROOMS.

EXHIBIT "E"

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE QUOTE FROM GEORGE MOORE PLUMBING IN THE AMOUNT OF \$4,753.00 FOR NEW FIXTURES IN THE CIVIC CENTER BATHROOMS. 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 ADJUST THE CUT OFF PENALTY BILLED TO 6 CLINTON DR

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST \$75.00 CUT OFF PENALTIES BILLED TO 6 CLINTON DR. 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 ADJUST WATER SERVICES BILLED TO 407 FORD DR.

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 407 FORD DR IN THE AMOUNT OF \$76.00. 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 ADJUST LATE FEES BILLED TO 302 MAMIE ST

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST LATE FEES BILLED TO 302 MAMIE ST IN THE AMOUNT OF \$8.80. 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 ADJUST PENALTIES BILLED 16 CLINTON DR

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST PENALTIES BILLED TO 16 CLINTON DR IN THE AMOUNT OF \$75.00. 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 ADJUST PENALTIES BILLED TO 200 DIXIE AVE

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST PENALTIES BILLED TO 200 DIXIE AVE IN THE AMOUNT OF \$75.00. 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 TO PURCHASE MISC PARTS FOR THE LADDER TRUCK

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE THE PURCHASE OF MISC PARTS FOR THE LADDER TRUCK FROM EMERGENCY EQUIPMENT PROFESSIONALS IN THE AMOUNT OF \$4,307.80 OUT OF STATE REBATE FUNDS. 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 PURCHASE MISC ITEMS FOR THE LADDER TRUCK

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE PURCHASE OF MISC ITEMS FOR THE LADDER TRUCK FROM EMERGENCY EQUIPMENT PROFESSIONALS IN THE AMOUNT OF \$1,615.06 OUT OF STATE REBATE FUNDS. 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 RESIGNATION OF TIFFANY SHIVERS IN THE POLICE DEPT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF TIFFANY SHIVERS IN THE POLICE DEPT EFFECTIVE SEPTEMBER 8, 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 THE CONSTRUCTION AND RIGHT OF WAY USE AGREEMENT WITH TELEPAK NETWORKS, INC

EXHIBIT "F"

AGREEMENT - TELEPAK

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE CONSTRUCTION AND RIGHT OF WAY USE AGREEMENT WITH TELEPAK NETWORKS, INC. 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 AUDIT FINDINGS LETTER FROM WRIGHT CPA GROUP

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE FY2014 FISCAL AUDIT FROM WRIGHT CPA GROUP. 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 PRIVILEGE LICENSE REPORT FOR THE MONTH OF AUGUST 2015.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF AUGUST 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 – SPRINGFIELD RD, BAKER PROPERTY HEARING
- PUBLIC NOTICE – 108 & 110 ALBERT ST
- PUBLIC NOTICE – ORDINANCE 2015-136

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE 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 AGREEMENT WITH PETAL DIXIE SOFTBALL FOR CONCESSION STAND LEASE

EXHIBIT "G"

PETAL DIXIE SOFTBALL AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE AGREEMENT WITH PETAL DIXIE SOFTBALL FOR CONCESSION STAND LEASE. 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 AUTHORIZE THE FOLLOWING TO ATTEND TRAINING AT THE HATTIESBURG POLICE AND FIRE TRAINING ACADEMY AT NO CHARGE

- ERIC HARDING
- TIMMY DYE
- JEREMIAH HILL
- PATE POWELL
- T J BURKHALTER
- RICHIE STEELE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE FOREGOING FIREFIGHTERS TO ATTEND TRAINING IN HATTIESBURG, MS ON SEPTEMBER 29, 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 FOR T J BURKHALTER TO ATTEND CRUDE OIL BY RAIL CLASS IN PUEBLO, CO

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE T J BURKHALTER TO ATTEND CRUDE OIL BY RAIL CLASS IN PUEBLO, CO ON OCTOBER 4-8, 2015 AT A COST OF \$205.00. 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 THE FOLLOWING ORDER PROMOTING JIMMY BUSBY TO ASST PUBLIC WORKS DIRECTOR

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF PETAL DEEM IT NECESSARY TO  
HIRE AN ASST PUBLIC WORKS DIRECTOR

IT IS HEREBY ORDERED THAT JIMMY BUSBY  
BE PROMOTED TO ASST PUBLIC WORKS DIRECTOR

AT A SALARY OF \$42,840.10 ANNUALLY  
EFFECTIVE SEPTEMBER 16, 2015

SO ORDERED THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2015

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING TROY EASLEY 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 TROY EASLEY BE  
HIRED FULL TIME IN THE STREET DEPT AT A  
RATE OF \$13.00 PER HOUR EFFECTIVE  
SEPTEMBER 16, 2015

SO ORDERED THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2015

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING SUSAN BYRD IN THE POLICE DEPT

ORDER

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

IT IS HEREBY ORDERED THAT SUSAN BYRD  
BE HIRED AS FULLTIME IN THE POLICE DEPT  
AS 1<sup>ST</sup> CLASS DISPATCHER AT A RATE OF \$13.74  
PER HOUR EFFECTIVE SEPTEMBER 16, 2015

SO ORDERED THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2015

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 ORDER HIRING THOMAS MARSHALL IN THE RECREATION DEPT

ORDER

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

IT IS HEREBY ORDERED THAT THOMAS MARSHALL  
BE HIRED PART TIME IN THE RECREATION DEPT AT  
A RATE OF \$9.00 PER HOUR EFFECTIVE OCTOBER 1, 2015

SO ORDERED THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2015

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 ORDER RAISING THE PAY SCALE OF THE RECREATION DEPT

EXHIBIT "H"

ORDER – RECREATION DEPT

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 ORDER CHANGING JOSH YOUNG TO A SALARY EMPLOYEE

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF PETAL DEEM IT NECESSARY TO  
ADJUST THE PAY SCALE FOR JOSH YOUNG

IT IS HEREBY ORDERED THAT JOSH YOUNG BE RAISED  
TO A SALARY OF \$32,000.00 ANNUALLY EFFECTIVE  
SEPTEMBER 16, 2015

SO ORDERED THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2015

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 EXECUTIVE SESSION.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON SEPTEMBER 15, 2015.



SEAL

ATTEST

Melissa Martin  
MELISSA MARTIN, CITY CLERK

Hal Marx

MAYOR HAL MARX

RESOLUTION  
EXHIBIT "A"  
A RESOLUTION ADOPTING AND APPROVING  
THE FINAL BUDGET OF THE CITY OF PETAL,  
MISSISSIPPI, FOR THE FISCAL YEAR  
BEGINNING OCTOBER 1, 2015 AND ENDING  
SEPTEMBER 30, 2016 AND FOR OTHER  
PURPOSES HEREIN EXPRESSED

BE IT RESOLVED AND ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, as follows;  
That the final budget for the City of Petal, Mississippi, for the fiscal year commencing October 1, 2015 and ending September 30, 2016, a true and correct copy of which is hereby attached, shall be entered at length and in detail in the official minutes of this meeting.

BE IT FURTHER RESOLVED AND ORDERED that the final budget a true and correct copy of which is attached hereto, be and is hereby approved and adopted.

BE IT FURTHER RESOLVED that the City Clerk shall cause to be published a summary of the final budget for the City of Petal, Mississippi, for the fiscal year commencing October 1, 2015 and ending September 30, 2016 as required by Section 21-35-5 of the Mississippi Code of 1972, as annotated and recompiled; said summary to be published at least once in the Petal News, a newspaper published in the County of Forrest, with a general circulation to the City of Petal, Mississippi, and qualified to publish legal notices.

That this resolution shall be in full force and effect from and after its passage. Alderman King made a motion to adopt the foregoing resolution, and the motion was seconded by Alderman Stringer.

Those present and voting "AYE"

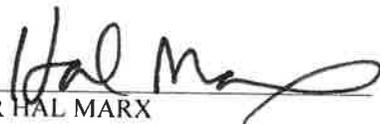
Alderman Brad Amacker  
Alderman Craig Bullock  
Alderman David Clayton  
Alderman Tony Ducker  
Alderman William King  
Alderman Clint Moore  
Alderman Steve Stringer

Those present and voting "NAY"

None

The motion to adopt the aforesaid resolution having received the affirmative vote of the majority of the members of the Board of Aldermen, the Mayor declared the motion passed and the resolution adopted on this the 15<sup>th</sup> day of September, 2015.

CITY OF PETAL, MISSISSIPPI

  
MAYOR HAL MARX

(SEAL)

ATTEST:



  
MELISSA MARTIN  
CITY CLERK

RESOLUTION FIXING THE AD VALOREM TAX LEVY  
ON REAL AND PERSONAL PROPERTY FOR TAXES  
IN THE CITY OF PETAL, MISSISSIPPI, AND THE PETAL  
MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE  
YEAR OF 2015

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

SECTION I: That for the year 2015 there shall be and is hereby levied on all taxable property real and personal within the corporate limits of the City of Petal, Mississippi, for ad valorem taxes for municipal purposes as indicated, the following levies to be collected on each dollar of assessed value shown upon, the real and personal ad valorem assessment rolls of said City, within the city limits thereof, to-wit:

FOR GENERAL REVENUE PURPOSES-----37.67

TOTAL LEVIED FOR MUNICIPAL PURPOSES-----37.67

SECTION II. That for the year 2015, there shall be and there is hereby levied on all taxable property, real and personal, within the Petal Municipal Separate School District, within the City of Petal, Mississippi, and within the added territory outside the City of Petal for ad valorem taxes for **school purposes** such levies having been authorized by the Board of Trustees of said School District by order entered on it's minutes and certified to the Mayor and Board of Aldermen, the following levies to be collected on each dollar of assessed valuation shown on the said ad valorem assessment rolls, to-wit:

FOR DISTRICT SCHOOL OPERATION AND MAINTENANCE FUND,  
LEVIED UNDER THE PROVISIONS OF SECTION 37-57-104  
OF THE CODE OF 1972, AS AMENDED---55.00

TOTAL LEVIED FOR SCHOOL PURPOSES---55.00

SECTION III. That for the year 2015 there shall be and there is hereby levied on all taxable property real and personal, within the Petal Municipal Separate School District within the City of Petal, Mississippi, and within the added territory outside the City of Petal for ad valorem taxes for the **School Building Program Fund**, such levies having been authorized by the Board of Trustees of said School District by order entered on it's minutes and certified to the Mayor and Board of Aldermen, the following levies to be collected on each dollar of assessed valuation shown on the said ad valorem assessment rolls, to-wit:

FOR DISTRICT SCHOOL BUILDING PROGRAM FUND, LEVIED  
UNDER THE PROVISIONS OF SECTION 37-59-105 OF THE CODE  
OF 1972 AS AMENDED-----4.25

SECTION V. That for the year 2015 there shall be and there is hereby levied on all taxable property real and personal, within the Petal Municipal Separate School District within the City of Petal, Mississippi, and within the added territory outside the City of Petal for ad valorem taxes for the **School Limited Tax Note Series 2010**, such levies having been authorized by the Board of Trustees of said School District by order entered on it's minutes and certified to the Mayor and Board of Aldermen, the following levies to be collected on each dollar of assessed valuation shown on the said ad valorem assessment rolls, to-wit:

FOR DISTRICT SCHOOL LIMITED TAX NOTE SERIES 2010, LEVIED  
UNDER THE PROVISIONS OF SECTION 37-57-101 OF THE CODE  
OF 1972 AS AMENDED-----2.24

SECTION VI. That for the year 2015, there shall be and is hereby levied on all taxable property, real and personal, within the corporate limits of the City of Petal, Mississippi, for ad valorem taxes for the following levies to be collected on each dollar of assessed value shown upon the real and personal ad valorem assessment rolls of said City, within the city limits thereof, to-wit:

FOR LIBRARY PURPOSES LEVIED UNDER THE PROVISIONS  
OF SECTION 39-3-7 OF THE MISSISSIPPI CODE OF 1972,  
AS AMENDED-----1.01

TOTAL LEVIED FOR LIBRARY PURPOSES-----1.01

SECTION VII. That for the year of 2015, there shall be and is hereby levied on all taxable property, real and personal within the corporate limits of the City of Petal, Mississippi, for ad valorem taxes for the following levies to be collected on each dollar of assessed value shown upon the real and personal ad valorem assessment rolls of said City, within the City limits thereof, to-wit:

FOR GENERAL OBLIGATION REFUNDING BONDS, SERIES  
2012 PURPOSE LEVIED UNDER THE PROVISIONS  
OF SECTION 21-33-301 THROUGH 21-33-329 OF THE  
MISSISSIPPI CODE OF 1972 AS AMENDED-----3.68

SECTION VIII. That for the year of 2015, there shall be and is hereby levied on all taxable property, real and personal within the corporate limits of the City of Petal, Mississippi, for ad valorem taxes for the following levies to be collected on each dollar of assessed value shown upon the real and personal ad valorem assessment rolls of said City, within the City limits thereof, to-wit:

FOR \$5,000,000.00 GENERAL OBLIGATION BONDS, SERIES  
2006 PURPOSE LEVIED UNDER THE PROVISIONS OF  
SECTION 21-33-301 THROUGH 21-33-329 OF THE  
MISSISSIPPI CODE OF 1972 AS AMENDED-----3.85

SECTION X. That this resolution shall be in full force and effect from and after its passage.

Alderman King made a motion to adopt the foregoing resolution, and the motion was seconded by Alderman Moore.

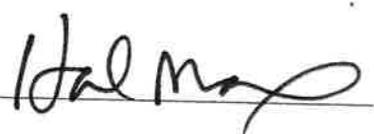
Those present and voting "AYE"

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

The motion to adopt the aforesaid resolution having received the affirmative vote of the majority of the members of the Board of Aldermen, the Mayor declared the motion passed and the resolution adopted on this the 15<sup>th</sup> day of September, 2015.

  
\_\_\_\_\_  
Hal Marx  
Mayor

  
SEAL  
ATTEST  
  
Melissa Martin  
City Clerk

RESOLUTION

BE IT RESOLVED AND ORDERED, by the Mayor and Board of Aldermen of the City of Petal, Mississippi as follows:

That pursuant to Section 21-35-25 of the Mississippi Code of 1972, annotated and amended, the year commencing October 1, 2014 and ending September 30, 2015 requires amending and,

WHEREAS, by Section 21-35-25, the Mayor and Board of Aldermen do hereby amend the 2014-2015 fiscal budget as follows:

FUND	INCREASE (DECREASE) BUDGET	REASON
<b>REVENUE-GENERAL FUND</b>		
BEGINNING CASH	185,406.00	
<b>TOTAL REVENUE</b>	<b>185,406.00</b>	
<b>EXPENSES – GENERAL FUND</b>		
ALDERMEN PERSONNEL	3000.00	HEALTH INSURANCE
ALDERMEN SERVICES	(4,700.00)	TRAVEL/DUES
JUDICIAL PERSONNEL	700.00	ASST PUBLIC DEFENDER
JUDICIAL SERVICES	10000.00	COLLECTION FEES
EXECUTIVE PERSONNEL	1000.00	OVERTIME
FINANCIAL SUPPLIES	1000.00	JANITORIAL SUPPLIES
FINANCIAL SERVICES	57506.00	PROFESSIONAL SERVICES
POLICE PERSONNEL	19,500.00	PART TIME OFFICERS
POLICE SUPPLIES	(2200.00)	CENTRAL FUELING STATION
POLICE SERVICES	7700.00	TRAINING, TRAVEL
POLICE CAPITAL OUTLAY	(5000.00)	MACHINERY/EQUIP
FIRE PERSONNEL	(15000.00)	HEALTH INSURANCE
FIRE SUPPLIES	6000.00	CENTRAL FUEL, OFFICE SUPPLY
FIRE SERVICE	100.00	POSTAGE
FIRE CAPITAL OUTLAY	2100.00	EQUIPMENT
BUILDING SERVICES	49,100.00	PROFESSIONAL SERVICES
STREET PERSONNEL	(7000.00)	WORKER COMP
STREET CAPITAL OUTLAY	550.00	MACHINERY & EQUIPMENT
RECREATION SUPPLIES	55000.00	OPERATING SUPPLIES
RECREATION SERVICES	15150.00	FALL FESTIVAL/REPAIRS
SENIOR CENTER PERSONNEL	1000.00	OVERTIME
SENIOR CENTER SUPPLIES	(1000.00)	CENTRAL FUEL STATION
CIVIC CENTER PERSONNEL	400.00	OVERTIME/WORKER COMP
CIVIC CENTER SUPPLIES	(1000.00)	OPERATING/OFFICE SUPPLIES
CIVIC CENTER SERVICES	1000.00	UTILITIES
<b>TOTAL EXPENSES</b>	<b>185,406.00</b>	
<b>WATER DEPT EXPENSES</b>		
DEBT SERVICE	(56,771)	BOND INTEREST
TRANSFER TO OTHER FUND	56,771	BOND REFUNDING
<b>TOTAL EXPENSES</b>	<b>0</b>	

EXHIBIT "C"

WHEREAS, upon adoption, the City Clerk will cause this Resolution to be published as required by Section 21-35-25.

Those present and voting "AYE" and in favor of the Passage, adoption and approval of the Foregoing Resolution:

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 Resolution.

None

WHEREAS, the foregoing Resolution was duly passed, adopted and approved on this the 15<sup>th</sup> day of September, A. D., 2015.

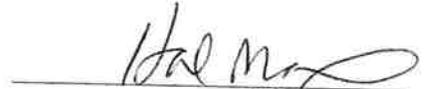
(SEAL)

ATTEST:

  
MELISSA MARTIN, CITY CLERK



CITY OF PETAL, MISSISSIPPI

  
HAL MARX, MAYOR

# Fax Line Summary

Name/Site ID	Fax Line	Internet	Activation Charge	Total/Month
Department	\$42.90	\$0.00	\$29.95	\$42.90
er	\$42.90	\$0.00	\$29.95	\$42.90
Department	\$42.90	\$0.00	\$29.95	\$42.90
	\$42.90	\$0.00	\$29.95	\$42.90
Department	\$42.90	\$0.00	\$29.95	\$42.90
is Department	\$42.90	\$114.90	\$29.95	\$157.80
n #1	\$42.90	\$0.00	\$29.95	\$42.90
	\$42.90	\$0.00	\$29.95	\$42.90
orks	\$42.90	\$114.90	\$29.95	\$157.80
<b>Total</b>				<b>\$615.90</b>

**B4B**

# eEdge Summary

es	# Std Seat	# UC Seats	# Recp Cor	Monthly Recurr	Standard Ins	Activation Fees
4	1	10		\$356.70	\$49.00	\$229
1	1	2		\$86.65	\$49.00	\$60
5		20		\$556.00	\$49.00	\$349
1		2		\$71.75	\$49.00	\$50
1		2		\$71.75	\$49.00	\$50
3		3		\$154.50	\$49.00	\$120
2		6		\$194.30	\$49.00	\$120
1		2		\$71.75	\$49.00	\$50
1		2		\$78.70	\$49.00	\$50
				\$0.00	\$0.00	\$0
				\$0.00	\$0.00	\$0
<b>Total</b>				<b>\$1,642.10</b>	<b>\$441.00</b>	<b>\$1,076.50</b>

CITY OF PETAL  
MINUTE BOOK 34

**B4B**

**Proposal**

EXHIBIT "E"

APPROVED SEP 15 2015

George Moore

PROPOSAL SUBMITTED TO City of Petal		PHONE	DATE 9-1-15
STREET		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION Civic Center	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

FURNISH AND INSTALL new Fixtures in Civic Center

3- Kohler K-2032-0 White Lavatories

2- Kohler K-12634-0 White Lavatories

5- Kohler K-4198-0 white elongated Commodes and Seats

2- Kohler K-4309-0 White Comfort Height Commodes & Seats

1- Kohler K-4960-ET-0 white Urinal

1- Kohler K-5016-ET-0 white Urinal

2- Sloan 3082675 Urinal Flush Valves

2- Kohler K-7443-5A Lavatory Faucets

3- Kohler K-7401-5A Lavatory faucets

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Aug 26 15 07:42p

BPC, LLC.

601-545-3338

p.1

Fax

BPC, LLC. Dba Bill's Plumbing Co.

1188 Macedonia Rd.

Petal, Ms. 39465

Fax Cover Sheet

Date: 8/26/2015

To: Recd

Company: Petal Civic Center

Fax #: 601-705-0836

Phone #: 601-606-6105

From: Bill Wible

Office: (601)582-1800

Fax: (601)545-3338

billsplumbingco@yahoo.com

EXHIBIT "E"

Aug 26 15:07:42p BPC, LLC,

601-545-3338

p.2

Aug 26 15:07:45p BPC, LLC,

601-545-3338

p.3

Quote

BPC, LLC dba Bill's Plumbing Co.  
1188 Macedonia Rd.  
Petal, Ms. 39465  
Office: (801)582-1800  
Fax: (801)545-3338  
Email: billsplumbingco@yahoo.com

Date: August 26, 2015  
Property: Petal Civic Center  
712 S Main St.  
Petal, Ms. 39465

Description	Amount
Fixture change out at public restrooms at civic center	
Remove 5 existing elongated toilets and install 5 new white elongated toilets (tanks, bowls, & seats). Install new wax seals, closet bolts, and supply lines on each toilet.	(5 x \$125) \$625.00
Remove 2 existing ADA Handicap toilets and install 2 new ADA Handicap toilets (tanks, bowls, & seats). Install new wax seals, closet bolts, and supply lines on each toilet.	(2 x \$125) \$250.00
Remove 2 existing urinals and install 2 new matching urinals.	(2 x \$125) \$250.00
Remove 2 existing urinal flush-o-meters and install 2 new urinal flush-o-meters.	(2 x \$100) \$200.00
Remove 3 existing hand sinks and faucets. Install 3 new hand sinks with new 4" c.c. faucets. Install new grid strainer drain assemblies. Install new p-traps and drain connections. Install new supply lines.	(3 x \$160) \$480.00

Page 1

Quote

Description:	Amount
Remove 2 existing ADA Handicap hand sinks and install 2 new ADA Handicap hand sinks with new 8" c.c. lever handle faucets. Install new grid strainers, p-traps, and drain connections. Install drain and supply pipe covers. Install new supply lines. This does not include replacement of wall carriage that holds sinks on wall. We will leave existing carriage and should be able to mount new sink to those.	(2 x \$200) \$400.00
<b>Materials:</b>	
Elongated Gerber Toilet - White	(5 x \$110) \$550.00
ADA Handicap Gerber Toilet - White	(2 x \$150) \$300.00
Open Front Toilet Seat	(2 x \$25) \$50.00
Elongated Toilet Seat with Lid	(5 x \$19) \$95.00
Urinal - White	(2 x \$130) \$260.00
Sloan Urinal Flush-o-meter	(2 x \$110) \$220.00
19" Wall Mount Lavatory	(3 x \$80) \$240.00
Wall Mount ADA Handicap Lavatory	(2 x \$312.50) \$625.00
4" Center Set Faucet with Wrist Blade Handle	(3 x \$60) \$180.00
8" Center Set Faucet with Wrist Blade Handle	(2 x \$113) \$226.00
Closet supply line	(7 x \$9.95) \$69.65
Lavatory supply line	(10 x 9.95) \$99.50
Chrome P-Trap assembly	(5 x \$15) \$75.00
Chrome Ext. Tube	(5 x \$7.50) \$37.50
ADA Trap & Piping Cover Kits	(2 x \$53) \$106.00
Grid Strainer	(3 x \$13) \$39.00
ADA Offset Grid Strainer	(2 x \$28) \$56.00
Wax seals, closet bolts, sealant, s.j. Nuts, gaskets, screws, anchors, brackets, etc..	\$107.00
Disposal of Old Fixtures	\$200.00

Page 2

7:43p BPC, LLC,

601-545-3338

p.4

Quote

Description:	Amount
<b>Subtotal</b>	\$5,740.85
<b>Tax</b>	\$401.84
<b>Total</b>	\$6,142.49

Page 3

EXHIBIT "F"

**CONSTRUCTION AND RIGHT-OF-WAY USE AGREEMENT**

THIS CONSTRUCTION AND RIGHT-OF-WAY USE AGREEMENT (this "Agreement") is entered into on this 15th day of September, 2015 (the "Effective Date"), by and between the CITY OF PETAL, MISSISSIPPI (the "City"), and TELEPAK NETWORKS, INC. ("Telepak"). City and Telepak are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

WHEREAS, the City is the owner of certain rights-of-way located along streets within the City (the "Public Ways"), and the City is authorized to grant corporations the non-exclusive right to construct, operate, and maintain a telecommunications system within the City; and

WHEREAS, Telepak is a Mississippi corporation which obtained a certificate of public convenience and necessity to provide telecommunications services in Mississippi on October 14, 1999, in Mississippi Public Service Commission Docket No. 99-UA-621; and

WHEREAS, Telepak is in the process of constructing certain telecommunications facilities as authorized by the Mississippi Public Service Commission in Docket No. 99-UA-621, and a portion of these facilities will be located within the city limits of City; and

WHEREAS, Section 77-9-711 of the Mississippi Code of 1972, as amended, grants companies such as Telepak the authority to construct telecommunications facilities along and across public highways and streets, but not in a manner so as to be dangerous to persons or property or to unreasonably interfere with the common use of such highways and streets; and

WHEREAS, Section 77-9-713 of the Mississippi Code of 1972, as amended, gives City the authority to reasonably regulate the manner in which such telecommunications facilities shall be constructed and maintained along and within the Public Ways; and

WHEREAS, the City and Telepak desire to enter into this Agreement concerning the installation and maintenance of such telecommunications facilities within the City's Public Ways and certain other matters more fully contained herein,

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms, phrases, words, and abbreviations shall have the following meanings:

(a) "Facilities" means all fiber optic wires, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services under this Agreement.

02155782 02152739 02092823

2. **Grant.** City grants Telepak the non-exclusive right and license to construct and operate a Telecommunications System in the Public Ways and provide Services to Subscribers in the City. Telepak shall not provide Video Services within the City pursuant to this Agreement. Telepak shall be required to enter into a separate Cable Television Franchise Agreement with the City if Telepak chooses to provide Video Services. Subject to the terms of this Agreement and applicable law, Telepak may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Public Way.

3. **Term.** The license granted under this Agreement shall be for a term of ten (10) years from the Effective Date, unless otherwise lawfully terminated (the "Term"). Either Party may commence negotiations for a renewal of this Agreement by giving the other Party notice not more than two (2) years prior to the end of the Term.

4. **Installation of Facilities.** Telepak shall not open or disturb the surface of any Public Way for any purpose without first having obtained a permit to do so from the City as provided in the City Ordinance # 2006 (103-A2) governing same effective as of the Effective Date of this Agreement. The Telecommunications System placed in the Public Ways pursuant to such permit shall be located in the Public Ways reasonably designated or approved by the City. The fee for a permit shall be in addition to the fees set forth in Section 9(a) of this Agreement. The foregoing shall constitute the permitting/approval process for Telepak's Facilities notwithstanding any other City Ordinances passed after the Effective Date of this Agreement.

Telepak also agrees to the following conditions, limitations, and restrictions related to the installation of its Facilities in, on or through any portion of the Public Ways:

(a) Telepak shall hold a pre-construction meeting with City at least five (5) days prior to beginning any construction to advise City of its planned activities.

(b) Telepak agrees to supply the City with digital drawings of its construction plans five (5) days prior to construction and digital as-built drawings within six (6) months of the completion of the construction. Final drawings will be supplied in Autocad 2000 using NAD 83 coordinates, GIS format, or such other digital formats as are reasonably acceptable to the Parties.

(c) Telepak agrees to "white-line" their locates.

(d) Telepak lines, where possible, shall be located a minimum of 48" deep and have at least a 12" separation vertically and 24" separation horizontally from all City utility lines, including gas lines, water lines, and sewer lines.

(e) Telepak agrees, where possible, to stay three (3) feet away, measured horizontally, from power poles.

(f) Telepak or Telepak's contractor will request locates and City shall provide locates of its facilities as required by Mississippi's 811 law and regulations. Telepak hand hole and

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(b) "Other Services" means services lawfully provided by Telepak in the City in addition to Telecommunications Services including, without limitation, broadband services and internet access services. Other Services expressly do not include Video Services.

(c) "Person" shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.

(d) "Public Ways" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the City, which shall entitle the City and Telepak to the use thereof for the purpose of installing, operating, repairing, and maintaining the Telecommunications System. Public Ways shall also mean any easement now or hereafter held by the City within the City for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and Telepak to the use thereof for the purposes of installing, operating, and maintaining Telepak's Telecommunications System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Telecommunications System.

(e) "Services" collectively refers to Other Services and Telecommunications Services.

(f) "Subscribers" means a Person who lawfully receives Services with Telepak's express permission.

(g) "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

(h) "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

(i) "Telecommunications System" means Telepak's Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Telecommunications Services to Subscribers.

(j) "Video Services" means the one-way transmission to Subscribers within the City of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station).

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clean up crews will set hand holes and complete clean-up for each section within 2-3 work days after placement of conduit, weather permitting.

(g) Telepak shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of Telepak's construction activities, and will not permit its activities to create a hazard to any persons or property. In the event that any such drill mud, debris or other obstruction caused by Telepak's activities encroaches upon the street, Telepak shall take immediate corrective action to remove the same.

(h) If Public Ways are damaged by Telepak, its employees, agents or contractors in installation or subsequent maintenance and repair of its Facilities, Telepak, upon written notice from the City and at Telepak's sole expense, shall promptly repair and restore such Public Ways to the same or better condition that such Public Ways were in prior to such damage, and to the reasonable satisfaction of the City.

(i) At all times during and after the installation of its Telecommunications System Telepak shall respond to all emergency locates to locate its Telecommunications System as required by Mississippi's 811 law and regulations.

(j) At all times Telepak shall be responsible for safety at, about and around its work and shall, at its sole expense, provide safe and adequate traffic control when necessary and at its own expense provide full and complete warnings to safeguard the public and to prevent injury or damage, including, but not limited to, any and all signage, cones, markings, lighting and otherwise deemed, in the sole discretion of Telepak, to be adequate and Telepak shall assume all liability for any injury or damage in any way related to the provision, non-provision, or inadequate provision of such controls, warnings, etc., and shall, at its sole expense, defend any actions related to claims of injury or damage caused by the inadequacy of traffic control warnings, etc.

(k) Telepak shall have the authority to trim trees and natural growth on the Public Ways which may affect its Telecommunications System in the City to prevent interference with Telepak's Facilities.

(l) Telepak shall, on the request of any Person holding a permit to move a building temporarily raise or lower its wires to facilitate the moving of such buildings (if they are aerial). The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Telepak shall have the authority to require such payment in advance. Telepak shall be given at least ten (10) business days advance notice to arrange such temporary wire alterations.

(m) Telepak shall comply with all laws and regulations applicable to its provision of Services to Subscriber's within the City.

Throughout the Term of this Agreement, provided Telepak complies with the foregoing requirements, Telepak shall be entitled to expand and upgrade its Telecommunications System as it deems reasonably necessary.

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EXHIBIT "F"

5. **Relocation of Facilities.** Whenever the City shall grade, regrade, or change the line of any Public Way, or construct or reconstruct any sewer or water system located therein and shall, with due regard to reasonable working conditions, order Telepak to relocate or protect its Facilities located in said Public Way. Telepak shall relocate or protect its Facilities at its own expense; provided, however, if the City compensates any Person for similar work then Telepak shall be similarly compensated. Further, where the City has determined that the location of Telepak's Facilities are unsafe, interfere with traffic control devices, or otherwise may be harmful to the public health, safety, and welfare Telepak shall move such Facilities to an alternate location as directed by the City. The City shall give Telepak reasonable advance written notice of plans to grade or change the line of any Public Way or to construct or reconstruct any sewer or water system located therein or of any demand that the Facilities be relocated for other reasons set forth herein. Telepak may also be required to relocate its Facilities where public utilities or other users of the Public Way require access. Such movement shall be at the expense of the third party.

6. **Damage to Existing Utilities.** Telepak hereby agrees that (a) during the installation process, and (b) at any time after such installation, Telepak will immediately notify the appropriate utility provider in the event that Telepak, or any of its related entities, employees, agents or contractors damages a utility line, including private service lines. Provided the party owning the line has complied with Mississippi's 811 law and regulations, then any repairs to such utility lines and private service lines must be made immediately, and at Telepak's sole expense, and shall only be made by appropriately licensed and bonded contractors. Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the Mayor, police chief, fire chief, or their delegates to protect the health, safety and welfare of any Person or the public in the lawful exercise of its police powers, to remove or damage any of Telepak's Facilities, no charge shall be made by Telepak against City for restoration, repair or damages.

7. **Compliance with Codes.** All construction, installation, maintenance, and operation of the Telecommunications System or of any Facilities employed in connection therewith shall be in compliance with the provisions of the National Electrical Safety Code as prepared by the National Bureau of Standards, the National Electrical Code of the National Council of Fire Underwriters, and any standards issued by the FCC or other federal or state regulatory agencies in relation thereto. Telepak shall comply with ordinances, rules, and regulations established by the City pursuant to the lawful exercise of its police powers and generally applicable to all users of the Public Way. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. The City reserves the right to lawfully exercise its police powers.

8. **Indemnity to City.**

(a) At all times both during and after installation, so long as Telepak's Telecommunications System is located upon any portion of the City's Public Ways, Telepak covenants, warrants, and agrees to indemnify and hold harmless the City, its officers, employees, agents and contractors, of and from any and all suits, damages, claims, liabilities, losses and expenses, including reasonable attorney's fees, directly or indirectly arising from or related to:

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(b) **Inspection.** During the Term of this Agreement, once every twelve (12) months and upon reasonable prior written notice, during normal business hours, the City shall have the right to inspect the Telepak's financial records used to calculate the City's Franchise Fee, and the right to audit and to re-compute any amounts determined to be payable under this Section; provided, however, that any such audit shall take place within three (3) years from the date City received such payment, after which period any such payment shall be considered final. If City believes it is owed any additional compensation from Telepak it will give Telepak notice of same along with a calculation of the additional amount. The Parties shall work together in good faith to resolve the matter. Any additional amounts due to either Party shall be promptly paid within thirty (30) days following resolution of the payment dispute.

(c) **Affiliate Use.** Telepak shall not permit the use or operation of the Telecommunications System by affiliates on terms that result in a diversion of revenues from the operation of the Telecommunications System to the detriment of the City under this Agreement.

10. **Liability Insurance.** At all times, Telepak shall maintain, at its own cost and expense, a general liability policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate limit for bodily injury and property damage. Such policy or policies shall designate the City as an additional insured, and shall be non-cancellable except upon thirty (30) days' prior written notice to the City. The City shall be provided with a certificate of such coverage. In the event Telepak uses independent contractors to perform any work in the City pursuant to this Agreement, such subcontractors will provide the City with proof of the same coverages required of Telepak. Telepak also currently maintains umbrella liability policies of at least \$10,000,000 in aggregate. In addition, Telepak shall secure any and all other insurance as Telepak, in its sole discretion deems appropriate. Nothing in this paragraph is intended to be a waiver of the City's immunity under the Mississippi Tort Claims Act.

11. **Books and Records.** Throughout the Term of this Agreement, Telepak agrees to keep such books and records regarding the operation of the Telecommunications System and the provision of Telecommunications Services in the City as are reasonably necessary to ensure the Telepak's compliance with the terms and conditions of this Agreement. Such books and records shall include, without limitation, any records required to be kept in a public inspection file by Telepak pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters, which may be the subject of an audit by the City shall be retained by Telepak for a minimum period of three (3) years; provided it is understood that Telepak only retains call records for eighteen (18) months.

12. **Transfer Of Ownership Or Control**

(a) Telepak shall not transfer this Agreement or any of Telepak's rights or obligations regarding the Agreement without the prior written consent of the City. No such consent be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of Telepak in the Agreement or in the Telecommunications System in order to secure indebtedness, (ii) a transfer to any Person controlling, controlled by or under the same common control as Telepak, or (iii) a sale of all or substantially all of the assets or stock of Telepak.

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(i) the installation, operation, repair or maintenance by any Person of Telepak's Telecommunications System within the City; (ii) provided City has complied with Mississippi's 811 law and regulations, any injury, loss or damage to the City's utility lines arising from or related to the installation, operation, repair or maintenance of Telepak's Telecommunications System; and (iii) provided the private service line owner has complied with Mississippi's 811 law and regulations, any injury, loss or damage to private service lines arising from or related to the installation, operation, repair, or maintenance of Telepak's Telecommunications System. Without the intent of limiting any of the foregoing, it is agreed that Telepak shall indemnify and hold harmless, the City, its officers, officials, employees, agents and contractors of and from any and all claims for personal injury, wrongful death, property damage, or otherwise caused by the acts or omissions of Telepak or its officers, employees, agents or contractors in connection with the subject matter of this Agreement, which indemnity shall be at the sole expense of Telepak, including the obligation to pay any and all sums required, including any settlement, judgment, attorney fees, court costs, or otherwise, regardless of whether any such claim alleges negligence or intentional wrongdoing or otherwise. In the event City believes it has a claim subject to indemnification it must promptly give written notice to Telepak of such claim. Within ten (10) days of its receipt of written notice of the City's claim, Telepak shall notify the City in writing whether it will defend such claim. If Telepak assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided that no settlement imposes liability on City without the City's prior written consent.

(b) Telepak may elect, in its sole discretion, to cooperate with City in the event of a third party claim challenging the legality of this Agreement.

9. **License Fee.**

(a) **License Fee and Franchise Fee.** As consideration for the use of the City's Public Ways as set forth in this Agreement, and so long as Telepak continues the use of the Telecommunications System within the City's Public Ways, for the purposes set forth herein, Telepak agrees to pay to the City upon execution of this Agreement a one-time license fee of Five Thousand Dollars (\$5,000.00). In addition, when and if Telepak provides local Telecommunications Services to residents of the City, Telepak shall pay the City a franchise fee equal to two percent (2%) of the monthly service charge revenue from sales of local Telecommunications Services to residents located within the City limits as provided for in Section 77-3-17 of the Mississippi Code of 1972, as amended (the "Franchise Fee"). The payment of the Franchise Fee shall be made on a quarterly basis and shall be due and payable no later than forty-five (45) days after the last day of each March, June, September and December throughout the Term of this Agreement. Each Franchise Fee payment shall be accompanied by a certified report from a representative of the Telepak, which shows the basis for the computation of all monthly service charges revenue from providing local Telecommunications Services to Persons located within the City limits during the period for which such Franchise Fee payment is made. If the Franchise Fee payment is not actually received by the City on or before the applicable due date set forth in this Section, interest shall accrue on the outstanding amount at the lesser of one percent (1%) per month or the highest rate allowed under Mississippi law for the period of delinquency.

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(b) Telepak shall give City written notice as soon as possible of any impending transfer of Control of Telepak or its assets under Sections 12 (a)(ii) or (iii).

(c) For purposes of this Section 12 "Control" means ownership of a majority interest or the actual working control and day to day management of Telepak.

13. **Compliance With Applicable Law.** Telepak shall at all times comply with all laws applicable to its provision of Telecommunications Services in the City.

14. **Enforcement And Termination.**

(a) **Breach.** In addition to all other rights and powers retained by the City under this Agreement or otherwise, the City reserves the right to terminate the Agreement and all rights and privileges of Telepak hereunder in the event of a material breach of its terms and conditions.

(b) **Notice of Violation.** In the event the City believes Telepak has not complied with the provisions of this Agreement, the City shall make a written demand that Telepak comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by Telepak continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may place the issue of termination of the Agreement before the City Council. The City shall cause to be served upon Telepak, at least twenty (20) days prior to the date of such a City Council meeting, a written notice of intent to request such termination, the provisions of the Agreement under which termination is sought, and the time and place of the meeting. Public notice shall be given of the meeting and issues that the City Council is to consider pursuant to the requirements of Mississippi law.

(c) **Consideration of Breach.** The City Council shall hear and consider the issue and shall hear any Person interested therein, and shall determine whether or not any substantial breach by the Telepak has occurred.

(d) **Declaration of Forfeiture.** If the City Council shall determine the violation by the Telepak was the fault of Telepak and within its control, the Council may, by resolution (i) seek specific performance of any provisions which reasonably lends itself to such remedy, as an alternative to damages; or (ii) commence or action at law for monetary damages; or (iii) declare a substantial breach and declare that the Agreement shall be terminated unless there is compliance within such period as the Council may fix, such period not to be less than sixty (60) days, provided no opportunity for compliance need be granted for fraud or misrepresentation.

(e) **Automatic Placement on Agenda.** The issue of termination shall automatically be placed upon the agenda for public hearing pursuant to Mississippi law at the expiration of the time set by it for compliance. The City Council then may terminate the Agreement forthwith upon finding that Telepak has failed to achieve compliance or may further extend the period, in its discretion.

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EXHIBIT "F"

15. Miscellaneous.

(a) Applicable Law. This Agreement will be deemed to be a contract made under the laws of the State of Mississippi and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Mississippi, without regard to principles of conflict of laws.

(b) Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the Parties, and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement.

(c) Inurement. This Agreement shall be binding upon, and shall inure to the benefit of, the respective Parties, their successors and assigns, including any and all subsequent owners of the Telecommunications System installed pursuant to this Agreement.

(d) Fees and Costs. In the event of any disputes or controversies arising from the Agreement or its interpretation, the Parties shall bear their own costs in the event of non-binding dispute resolution or litigation, regardless of outcome.

(e) No rights to private property. Nothing in this Agreement shall be construed expressly or impliedly to grant to Telepak any rights with respect to any private property.

(f) Telepak repair, inspection, etc. All of the obligations imposed by this Agreement upon Telepak with regard to construction shall be equally applicable in the event that Telepak or its agents, employees or contractors, repair, inspect, or otherwise, deal with the Public Ways. All obligations, duties and responsibilities imposed upon Telepak by this Agreement shall be continuing and not limited solely to the construction period.

(g) Independent contractor. The Parties stipulate and agree that Telepak is an independent contractor and neither Party shall take any action or make any statement that could, in any way, suggest a different relationship between the Parties. It is specifically agreed that the Parties hereto are not partners or joint venturers and do not occupy any similar relationship.

(h) No guaranty, etc. by City. It is hereby agreed that neither the City nor any of its officers, officials, employees, agents or contractors have made any guaranty, representation, promise, or assurance to Telepak or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement, and Telepak stipulates and agrees that it is not relying upon any promise, representation, guaranty, or assurance, other than as is contained in writing in this Agreement.

(i) Notice. Any notice or response required under this Agreement shall be in writing and shall be deemed given upon receipt: (1) when hand delivered; (2) when delivered by commercial courier; or (3) after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, return receipt requested. The addresses of the Parties for notice are as follows:

If to City: City of Petal  
Mayor  
119 W. 8<sup>th</sup> Avenue  
Petal, MS 39465

If to Telepak: Telepak Networks, Inc.  
Gregg Logan, Chief Technology Officer  
1018 Highland Colony Parkway, Suite 400  
Ridgeland, Mississippi 39157

With copy to: W. Ken Rogers, Jr.  
Brunini, Grantham, Grower & Hewes, PLLC  
190 E. Capitol Street, Suite 100  
Jackson, Mississippi 39201

The City and Telepak may designate such other address or addresses from time to time by giving notice to the other as provided in this section.

(j) Severability. If the legislature or a court or regulatory agency of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other terms of this Agreement will remain in full force and effect for the Term of the Agreement and any renewal.

(k) Change of Law. In the event that any effective legislative, regulatory, judicial, or legal action materially affects any material terms of this Agreement (including the Franchise Fees payable hereunder), or the ability of City or Telepak to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in law within thirty (30) days of receipt of written notice of such change in law.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date.

TELEPAK NETWORKS, INC.

  
Alan Jones, Sr. VP, Engineering and Development

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 14 day of September, 2015, within my jurisdiction, the within named Alan Jones, who acknowledged that he is the Sr. VP, Engineering and Development of Telepak Networks, Inc., and that for and on behalf of the said corporation, and as its act and deed he signed, executed and delivered the above and forgoing instrument after first having been duly authorized by said corporation so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this the 14 day of September, 2015.

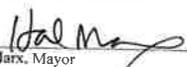


  
Brenda Peterson  
NOTARY PUBLIC

My Commission Expires:

Aug. 26, 2019

THE CITY OF PETAL, MS

  
Hal Marx, Mayor

Certify and Attest:

By: Melissa Martin

Name: Melissa Martin

Title: City Clerk

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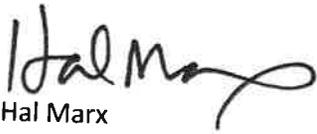
# Petal Dixie Softball Association

EXHIBIT "G"

September 14, 2015

## Lease of Concession Stands at Complex C from the City of Petal to Petal Dixie Softball Association

1. PDSA will Lease the concessions stands with Equipment from the City of Petal at Complex C the amount of \$1,500 due in February of each year.
2. PDSA will continue to use Coke as their vendor for drinks.
3. PDSA will have all rights to the concession stands and will be able to lease them out as needed. This Contract will run from August 1, 2015 through July 31, 2016.



Hal Marx

Mayor

City of Petal

Brian Soule

President

Petal Dixie Softball Association

ORDER  
EXHIBIT "H"

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF PETAL DEEM IT NECESSARY TO  
RAISE THE PAY SCALE FOR THE RECREATION DEPT

IT IS HEREBY ORDERED THAT THE PAY SCALE FOR THE RECREATION DEPT IS AS FOLLOWS:

KATHERINE YARNELL	\$11.50 PER HOUR
DELOREAN VARNADO	\$ 9.75 PER HOUR
THOMAS MCGAY	\$ 9.75 PER HOUR
JOSH HOLDER	\$ 9.50 PER HOUR
ROBERT DELPRETE	\$ 9.50 PER HOUR

IT IS FURTHER ORDERED THAT THIS PAY SCALE TAKE EFFECT ON SEPTEMBER 16, 2015

SO ORDERED THIS THE 15<sup>TH</sup> DAY OF SEPTEMBER 2015