

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 APRIL 19, 2016 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	VALERIE WILSON ADA MADISON BERNARD JACKSON AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY TONY DUCKER

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

REQUEST TO WAIVE SEWER REQUIREMENT FOR KIMBERLY MOLINA'S PROPERTY ON GRAY'S CROSSROAD

REQUEST TO WAIVE HARD SURFACE DRIVEWAY REQUIREMENT FOR KIMBERLY MOLINA'S PROPERTY ON GRAY'S CROSSROAD

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 REGULAR MEETING OF APRIL 5, 2016 AND THE PUBLIC HEARING OF APRIL 5, 2016.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF APRIL 5, 2016 AND THE PUBLIC HEARING OF APRIL 5, 2016 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.

THEREUPON, JESSIE SANFORD ADDRESSED THE BOARD REGARDING THE PROCLAMATION FOR CONFEDERATE HERITAGE MONTH. HE REQUESTED THAT THE BOARD REVERSE THEIR DECISION TO NOT ADOPT THE PROCLAMATION.

THEREUPON, TOM SULLIVAN ADDRESSED THE BOARD REGARDING DRAINAGE ON WILSON DR. FLASH FLOOD CAUSED DAMAGE TO HIS HOME.

THEREUPON, BRANDY BREWER ADDRESSED THE BOARD REGARDING THE SEWER BILL AT 50 TRAILWOOD CIRCLE. MS. BREWER WAS ADVISED TO COME TO THE BILLING OFFICE AND SIGN A HARDSHIP AGREEMENT.

THEREUPON, STEPHANIE LEMBO ADDRESSED THE BOARD REGARDING PUBLIC SERVICE TO EDUCATE AREA BUSINESSES ON THE LAWS REGARDING SERVICE ANIMALS.

THEREUPON, JERENE HOLMES ADDRESSED THE BOARD REQUESTING AN ADJUSTMENT TO HER WATER BILL AT 122 E CENTRAL AVE.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO DETERMINE THAT THE SHOE SHOP DID NOT BENEFIT FROM THE WATER USED AND APPROVE AN ADJUSTMENT IN THE AMOUNT OF \$148.00 TO WATER SERVICES BILLED TO 122 E CENTRAL AVE. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, JERRY GORDON ADDRESSED THE BOARD WITH GRATITUDE FOR THE USE OF THE CIVIC CENTER FOR THE VETERAN'S ADMINISTRATION.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO CONTINUE THE STATE OF EMERGENCY ISSUED ON MARCH 11, 2016

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO CONTINUE THE STATE OF EMERGENCY ISSUED ON MARCH 11, 2016. 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 PURCHASE AN ADVERTISEMENT WITH PETAL ARCHERY TEAM FOR NATIONAL CHAMPIONSHIP

THEREUPON, ALDERMAN KING MADE A MOTION TO BUY AN ADVERTISEMENT IN THE AMOUNT OF \$100.00 FROM PETAL ARCHERY TEAM TO SUPPORT NATIONAL CHAMPIONSHIP. 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 RESIGNATION OF JOHN CLARK IN THE WATER DEPT

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE RESIGNATION OF JOHN CLARK IN THE WATER DEPT EFFECTIVE APRIL 22, 2016. 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 DISPOSE OF THE FOLLOWING PROPERTY IN THE BUILDING DEPT

- AT&T CORDLESS PHONE
- HP COMPUTER W/KEYBOARD
- HP PRINTER
- KODAK CAMERA
- NIKON CAMERA

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE DISPOSAL OF THE FOREGOING EQUIPMENT IN THE BUILDING DEPT. 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 CONTRACT WITH JEFF MARTIN AUCTIONEERS

EXHIBIT "A"

CONTRACT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE CONTRACT WITH JEFF MARTIN AUCTIONEERS FOR SURPLUS EQUIPMENT AUCTIONS. 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 MAINTENANCE AGREEMENT WITH MOUNTAINEER COMPUTER SYSTEMS.

EXHIBIT "B"

MAINTENANCE AGREEMENT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE MAINTENANCE AGREEMENT WITH MOUNTAINEER COMPUTER SYSTEMS FOR ACCUFUND SOFTWARE. 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 ESTIMATE #5 IN THE AMOUNT OF \$243,443.51 TO LEWIS ELECTRIC FOR EVELYN GANDY LIGHTING PROJECT.

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ESTIMATE #5 IN THE AMOUNT OF \$243,443.51 TO LEWIS ELECTRIC FOR EVELYN GANDY LIGHTING PROJECT PER SHOWS, DEARMAN & WAITS RECOMMENDATION. 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 MARCH 2016.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MARCH 2016. 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 REVENUE & EXPENDITURES REPORT FOR THE MONTH OF MARCH 2016.

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF MARCH 2016. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO WAIVE THE SEWER REQUIREMENT FOR PARCEL #3-0211-32-004.00 ON GRAY'S CROSSROAD

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO WAIVE THE SEWER REQUIREMENT FOR PARCEL #3-0211-32-004.00 ON GRAY'S CROSSROAD. 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 WAIVE THE HARD SURFACE DRIVEWAY REQUIREMENT FOR PARCEL #3-0211-32-004.00 ON GRAY'S CROSSROAD.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO WAIVE THE HARD SURFACE DRIVEWAY REQUIREMENT FOR PARCEL #3-0211-32-004.00 ON GRAY'S CROSSROAD. 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 CARLTON SIMS TO ATTEND INSTRUCTOR CERTIFICATION TRAINING AT A COST OF \$2700.00

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE CARLTON SIMS TO ATTEND INSTRUCTOR CERTIFICATION TRAINING AT A COST OF \$2700.00. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR LEE GILLILAND TO ATTEND CANDIDATE PHYSICAL ABILITY TESTING ON MAY 3, 2016 AT THE STATE FIRE ACADEMY

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE LEE GILLILAND TO ATTEND CANDIDATE PHYSICAL ABILITY TESTING ON MAY 3, 2016 AT THE STATE FIRE ACADEMY AT A COST OF \$40.00. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR TIMMY DYE TO ATTEND HOMELAND SECURITY TASK FORCE 3 TRAINING AT CAMP SHELBY, MS

THEREUPON, ALDERMAN KING MADE A MOTIO TO AUTHORIZE TIMMY DYE TO ATTEND HOMELAND SECURITY TASK FORCE 3 TRAINING AT CAMP SHELBY, MS AT NO COST. 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 RICK VARNER

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMAN
OF THE CITY OF PETAL MS DEEM IT NECESSARY
TO HIRE AN ANIMAL WARDEN

IT IS HEREBY ORDERED THAT RICK VARNER
BE PROMOTED TO ANIMAL WARDEN/OFFICER
AT A RATE OF \$16.9881 PER HOUR BASED ON
AN 80 HOUR PAY PERIOD EFFECTIVE APRIL 13, 2016

SO ORDERED THIS THE 19TH DAY OF APRIL 2016

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 JOSH GANDY IN THE POLICE DEPT

ORDER

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

IT IS HEREBY ORDERED THAT JOSH GANDY BE
HIRED FULL TIME AS A 1ST CLASS OFFICER
AT A RATE OF \$16.1791 PER HOUR EFFECTIVE
MAY 4, 2016

SO ORDERED THIS THE 19TH DAY OF APRIL 2016

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

WHEREAS, MAYOR MARX CALLED FOR FURTHER PUBLIC COMMENT

THEREUPON, ADA MADISON THANKED CHIEF FULLER FOR SENDING OFFICERS TO ASSIST WITH TRAFFIC
CONTROL AT MT VERNON BAPTIST CHURCH

THEREUPON, TONY DAVIS ADDRESSED THE BOARD REGARDING DRAINAGE ISSUES AT 222 SUNSET DR.

THEREUPON, RAY PEACOCK ADDRESSED THE BOARD REGARDING THE PROCLAMATION FOR CONFEDERATE
HERITAGE MONTH. HE BELIEVES EVERYONE SHOULD HAVE THE OPPORTUNITY TO HONOR THEIR
HERITAGE.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE PROCLAMATION NAMING APRIL AS
CONFEDERATE HERITAGE MONTH. ALDERMAN KING SECONDED THE MOTION.

EXHIBIT "C"

PROCLAMATION

THOSE PRESENT AND VOTING "AYE"

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

ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER PROMOTING RICK VARNER

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMAN
OF THE CITY OF PETAL MS DEEM IT NECESSARY
TO HIRE AN ANIMAL WARDEN

IT IS HEREBY ORDERED THAT RICK VARNER
BE PROMOTED TO ANIMAL WARDEN/OFFICER
AT A RATE OF \$16.9881 PER HOUR BASED ON
AN 80 HOUR PAY PERIOD EFFECTIVE APRIL 13, 2016

SO ORDERED THIS THE 19TH DAY OF APRIL 2016

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 JOSH GANDY IN THE POLICE DEPT

ORDER

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

IT IS HEREBY ORDERED THAT JOSH GANDY BE
HIRED FULL TIME AS A 1ST CLASS OFFICER
AT A RATE OF \$16.1791 PER HOUR EFFECTIVE
MAY 4, 2016

SO ORDERED THIS THE 19TH DAY OF APRIL 2016

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

WHEREAS, MAYOR MARX CALLED FOR FURTHER PUBLIC COMMENT

THEREUPON, ADA MADISON THANKED CHIEF FULLER FOR SENDING OFFICERS TO ASSIST WITH TRAFFIC
CONTROL AT MT VERNON BAPTIST CHURCH

THEREUPON, TONY DAVIS ADDRESSED THE BOARD REGARDING DRAINAGE ISSUES AT 222 SUNSET DR.

THEREUPON, RAY PEACOCK ADDRESSED THE BOARD REGARDING THE PROCLAMATION FOR CONFEDERATE
HERITAGE MONTH. HE BELIEVES EVERYONE SHOULD HAVE THE OPPORTUNITY TO HONOR THEIR
HERITAGE.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE PROCLAMATION NAMING APRIL AS
CONFEDERATE HERITAGE MONTH. ALDERMAN KING SECONDED THE MOTION.

EXHIBIT "C"

PROCLAMATION

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 APRIL 19, 2016.



SEAL

ATTEST


MELISSA MARTIN, CITY CLERK


MAYOR HAL MARX

MAYOR HAL MARX

EXHIBIT "A"

06/14/2016 THU 10:50 FAX

0997/004

06/14/2016 THU 10:50 FAX

0997/004



Municipal/Government Entity Auction Agreement
Jeff Martin Auctioneers, Inc.
2236 Hwy 49, Brooklyn, MS 38425
601-450-6200/Fax 601-450-4980

CITYOFPE
JEFF

TERMS AND CONDITIONS

Municipality/Gov's Entity Name: CITY OF PETAL
Contact Person: MELISSA MARTIN Email: _____
Mailing Address: PO Box 564 City: PETAL St: MS Zip: 39455
Phone: (601) 545-1776 Cell: _____ Fax: (601) 545-6685
Auction Date: MM/DD/YYYY Auction Location: MM/DD/YYYY Expires: MM/DD/YYYY + 1 day
Annual Contract Yes/No: Yes/No

This Agreement is entered into by and between the above described Seller and Jeff Martin Auctioneers, Inc. ("Auctioneer"). Seller hereby retains, authorizes and directs Jeff Martin Auctioneers, Inc. to arrange for and to conduct a public auction on the items listed on Schedule A or the form of this contract (hereinafter referred to as the Property) on the date and location noted above and pursuant to the Terms and Conditions as noted below and on the reverse side of this form:

TERMS OF SALE AND AUCTION COMMISSION

- Seller agrees that each and every piece of Property listed on the listing sheet(s) will be offered for sale at the specified Auction Date and Auction Location in accordance with the Auctioneer's usual practices and procedures. The listing and grouping of the Property sold and the order in which it is to be sold shall be in the absolute and sole discretion of the Auctioneer.
- Auctioneer will collect a buyer's premium from each buyer for each item at every auction. The usual rate is 10% on the first \$2500.00 and 2% on the balance per item. This rate is subject to change and is at the Auctioneer's discretion. It is agreed that the buyer's premium shall be additional compensation to the Auctioneer and Seller shall have no right to payment of any portion thereof and the buyer's premium shall have no effect on the commission to be paid to Auctioneer pursuant to (c) below.
- Seller agrees to pay Auctioneer for its services commission(s) as follows:
 - 10.00% % of sales price per item of Property selling for a hammer price up to \$100.00
 - 10.00% % of sales price per item of Property selling for a hammer price of \$101.00 - \$300.00
 - 10.00% % of sales price per item of Property sell for a hammer price of more than \$301.00
 - \$ 0.00 No Sale or Buy Back fee per item of Property will be charged to each item that does not sell at auction.
 - \$ 0.00 Minimum commission will be charged on each item sold in auction or the percentage stated above whichever is the greater amount.
- Auctioneer will pay Seller net proceeds up or before 21 business days after the auction proceeds are collected and Seller's release. Net proceeds are the gross sales price less commissions due pursuant to (c), liens, and other charges incurred in accordance with this agreement. Auctioneer will only pay net proceeds on Property where proceeds have been collected, and Auctioneer will owe nothing to Seller should the Auctioneer for any reason not be able to collect proceeds from a sale. If applicable, Auctioneer reserves the right to withhold the payment of the net proceeds of the Property sold by Seller until Seller pays in full any amount due to Auctioneer on items purchased by Seller at auction. Seller agrees to give Auctioneer power of attorney to sign Seller's name on the title of Property should a sale of Property occur.
- Seller shall deliver & offer for sale each & every piece of Property to the Auction Location on or before the contingent deadline specified for that auction by business closing time with all documentation including titles and bills of sale, evidencing Seller's title and ownership in the Property. Failure to deliver all documentation as provided for above does not prevent Auctioneer at his sole discretion from removing or including the Property in the Auction.

Seller acknowledges that he or she has read, understood, and agrees to abide by all Terms and Conditions in this agreement.

Jeff Martin Auctioneers, Inc. Date Seller Melissa Martin Date 4/20/16

Printed as noted in the Terms and Conditions of this agreement. THIS AGREEMENT IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE DISPUTE RESOLUTION AGREEMENT.

- GENERAL**
 - This Agreement is entered into by and between Seller, as set forth on page 1 of this agreement, and Jeff Martin Auctioneers, Inc. ("Auctioneer").
 - Seller hereby retains, authorizes, and directs Auctioneer to arrange for and to conduct a public auction of the items described in Schedule A or items delivered to auction location not listed in Schedule A (herein referred to as the "Property").
- SELLER'S WARRANTIES AND REPRESENTATIONS**- Seller hereby represents and warrants as follows:
 - Below Items B-D do not apply to seized property by a law enforcement, county, city or other municipality.
 - The Property is accurately and completely described.
 - Unless otherwise specified, the odometer and hour meter readings (if applicable) on all of the Property is correct.
 - Seller is the legal owner of the Property with full right and authority to sell Property.
 - A complete and accurate list of all parties having any claim or lien on or against the Property is included on the listing sheet(s). Except as specified in the listing section and for Schedule A, the Property is free and clear of all liens, encumbrances or claims by any other person or entity. Auctioneer may deduct from the sale proceeds amounts necessary to release liens, claims, or other encumbrances on or against the equipment. If proceeds are insufficient to obtain releases, seller will immediately pay the additional amount necessary.
- Auctioneer is acting as agent for Seller only.
- Seller's Duties Fulfiller** on the part of the Seller to abide by any of the Seller's Duties including but not limited to the duties listed in Item 2. Above, will be considered a breach of this agreement and will give the Auctioneer, at his sole discretion the right to remove some or all Property from the auction and collect from Seller any and all applicable fees. The inclusion or removal of any Property by Auctioneer shall not abridge, modify or waive any rights Auctioneer has under this agreement.
 - If Seller is unable to attend auction they must provide a title and definite amount they want property to be sold for in writing at least 3 days prior to auction. If seller wants item to be sold "subject to withdrawal" they must have provided Auctioneer with name and contact number of their representative that has the authority to purchase immediately or denial of bid price. Auctioneer must receive confirmation within 48 hrs after property sale or auction. Auctioneer assumes no responsibility for ensuring Seller is present at the auction and has no responsibility for the price the property may sell for at the auction.
 - Seller shall maintain insurance against loss and damage to the Property until proceeds from the sale are received by Seller.
- Seller assumes NO responsibility for all records, improvements, changes and/or utilities of the Property until Property is sold at auction with the following exceptions:
 - In the event all or a portion of the Property is not sold at auction as provided herein, the property will be automatically sold in next available auction under same terms and conditions at seller's option. No new contract will be needed for subsequent auction. Seller will maintain insurance on property until sold in subsequent auction. Auctioneer is not responsible for damages of property when left on premises for subsequent auction.
- Real Estate's Duties**
 - Auctioneer shall arrange for advertising and conduct a public auction sale of the Property at the Auction Location and Auction Dates indicated on the reverse side.
 - Unless otherwise specified herein, Auctioneer shall pay all cost and expenses of advertising, including, but not limited to, printing and mailing of notices in connection with conducting the auction sale.
- Miscellaneous**
 - This agreement, which may be amended in writing only signed by the parties, represents the entire agreement between Auctioneer and Seller, and takes the place of all prior agreements.
 - GOVERNING LAW**- This agreement shall be interpreted in accordance with and governed by the laws of the State of Mississippi, to include but not limited to, the Uniform Commercial Code, as amended by Mississippi.
- Additional Terms: _____

Initial for Agreement of additional terms

Seller acknowledges that he or she has read, understood, and agrees to abide by all Terms and Conditions in this agreement.

Jeff Martin Auctioneers, Inc. Date Seller Melissa Martin Date 4/20/16

Printed as noted in the Terms and Conditions of this agreement. THIS AGREEMENT IS SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE DISPUTE RESOLUTION AGREEMENT.

2016 THU 10:50 FAX

0997/004

JEFF MARTIN AUCTIONEERS, INC
2236 HWY 49 SOUTH
BROOKLYN, MS 38425
(601)450-6200 FAX (601)450-4980
WWW.JEFFMARTINAUCTIONEERS.COM

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Consignor Inventory Listing

Consignor Number: CITYOFPE
CITY OF PETAL
MELISSA MARTIN
PO Box 564
PETAL, MS, 38448
(601) 545-1776
(601) 545-6686


Commissions: Percent of the Sale Price of EACH LOT.
Up to \$99,999.999 @ 10.000%
Over \$99,999.999 @ 10.000%

I agree the items listed below have been delivered to Jeff Martin Auctioneers, Inc for consignment to auction. I understand that I am responsible for continued insurance coverage on items. I agree that this list is true and correct. I understand this document acts as the "Schedule A" noted in auction contract.

Signature Melissa Martin

Lot	Auction	ID NUMBER	Item / EQ #	Qty	Description	Reserve \$
		20160514	78749	1	2008 INTERNATIONAL VIN/SMP:1HTMMAAN08H101967 SVA DUMP TRUCK, A/T, TYD WARREN DUMP BODY, GOMETER REARS: 25707, ****COUNTY OWNED****	0.00

EXHIBIT "B"



MOUNTAINEER
Computer Systems, Inc.
PO Box 982
Lewisburg, West Virginia 24901

James H. Copland, Pres
(304) 681-2546
Cell: (204) 667-5992
Fax: (800) 891-1361
E-mail: jhc@mcsw.com

Jeffrey S. Frazmeyer, VP
(304) 667-5990
Cell: (304) 667-5990
Fax: (801) 840-8611
E-mail: jff@mcsw.com

MAINTENANCE AND SUPPORT AGREEMENT


Following are the terms and conditions of the Maintenance and Support Plan offered by Mountaineer Computer Systems, Inc. to the City of Petal for the period July 1, 2016 through June 30, 2017.

For the consideration as outlined below, Mountaineer Computer Systems, Inc. will provide the support services as detailed below:

- 100% warranty on all hardware (excluding time clocks, backup power supplies over 1-year-old, labor only on printers over 2 years old and labor only on computers over 5 years old.) supplied by Mountaineer Computer Systems, Inc. including parts, labor and travel. Keyboards and mice are also excluded.
- Unlimited telephone support in connection with all applications, including operating systems, when they are provided by Mountaineer Computer Systems, Inc., excluding exceptions noted below. **“(Operator Training is Not covered under phone support agreement.)”**
- Remote support via internet at the reduced hourly rate of \$165.00 per hour where applicable. Examples of billable charges include, but are not limited to, items such as, correcting payroll errors, assistance with bank reconciliations, recurring assistance with ordinary daily processing, correcting operator billing errors, assistance with audit preparation and audit adjustments, custom report creation, etc. (Requires an internet connection on your computer.)
- Reduced hourly rate of \$165.00 per hour (including travel time) for all on-site assistance and training with application software provided by Mountaineer Computer Systems, Inc. Please note that unless agreed to prior to service, the minimum charge for on-site assistance will be \$600.00 per day plus up to \$175.00 daily expenses where an overnight stay is required.
- Reduced hourly rate of \$165.00 per hour for all support in connection with application software (including meter reading applications) purchased from sources other than Mountaineer Computer Systems, Inc.
- Reduced hourly rate of \$165.00 per hour for all custom report design and implementation.
- Your data and system software are not covered by any agreement in case of loss, **regardless of the reason for loss**. It is your responsibility to do regular and systematic back-ups of your data, as well as confirming the integrity of those backups. This agreement includes backup of up to 25 gigabytes of data from your AccuFund server through our internet backup provider. Additional storage and/or computers are billed separately.

In the event of system failure, any assistance with data recovery can be billed at the rate of \$165.00 per hour plus out-of-pocket expenses. However, we will not and cannot guarantee the recovery of your data in the event of a system failure.
- You also authorize Mountaineer Computer Systems, Inc. to make backup copies of your AccuFund data to be used on our computers for support and testing. At times, your data may also be used for software demonstration purposes for prospective AccuFund clients.
- We reserve the right to charge for AccuFund version upgrades that are performed via the internet. The complexity of the upgrade and the amount of conversion time will determine whether charges are involved.

Experts in Governmental Computerized Accounting and Information Systems.



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10. We reserve the right to pass on any charges incurred on your behalf with AccuFund, Inc. in the event that you have chosen not to participate in AccuFund's limited maintenance and support program.
11. This agreement does not cover any out-of-the-ordinary repairs due to operator negligence, misuse or abuse, fire, theft, water damage, power surges, blackout damage, damage caused by computer viruses, spyware, malware, etc. Removal and recovery from damage caused by viruses, spyware and malware is charged at the standard hourly rate. Excessive dirt in the vents due to cigarette smoke, dust, etc. resulting in failures caused from overheating or contact damage will result in billable charges.
12. The City of Petal is responsible for insuring that its employees are adequately trained to operate the AccuFund System. In the event of a change in personnel, Mountaineer Computer Systems, Inc. will at the request of the City of Petal provide additional training at the rate of \$165.00 per hour.
13. Mountaineer Computer Systems, Inc. reserves the right to terminate this agreement for non-payment for services previously rendered. Finance charges at the rate of 2% per month apply to all balances over 30 days old.

The charge for this service is as follows based upon the payment plan that you choose


Annual	\$ 4625.00
Quarterly	\$ 1259.16
Monthly	\$ 415.27
Discounted	\$ 4440.00

Acknowledged and Accepted by:

Signature Melma Math

Title City Clerk

Experts in Governmental Computerized Accounting and Information Systems.



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MAINTENANCE AND SUPPORT ACKNOWLEDGMENT FORM

The City of Petal has read the enclosed information regarding the maintenance and support provided by Mountaineer Computer Systems, Inc. and fully understands the terms of support.

The City of Petal has chosen the following option for support for the year ending June 30, 2017. (Please check only one.)

- Annual payment of \$4625.00 due July 1, 2016.
- Quarterly payment of \$ 1259.16 due by the first day of each calendar quarter.
- Monthly payments of \$ 415.27 due by the first day of each month.
- Discounted annual payment of \$ 4440.00 due by May 31, 2016.
- No maintenance agreement.

acknowledged and Accepted by:

Signature Melma Math

EXHIBIT "C"

Proclamation

Whereas, the month of April has been designated by Governor Phil Bryant as Confederate Heritage Month in the State of Mississippi; and

Whereas, Confederate Memorial Day is to be recognized on April 25, 2016, to honor those who served in the military of the Confederate States of America, of which Mississippi was a part; and

Whereas, the legacy of the Civil War and the Confederacy continues to impact our nation and our state, culturally and politically; and


Whereas, people from different backgrounds and philosophies have differing opinions on the history of the Confederacy, but we believe that everyone has a right to honor their ancestors and to reflect on the history of our great state;

Therefore, the Mayor and Board of Aldermen of the City of Petal do hereby proclaim the month of April, 2016 as **Confederate Heritage Month** and urge citizens to appreciate and understand our history, while working for a better future for all.

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



Hal Marx, Mayor



Melissa Martin, City Clerk

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PAGE
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BLANK
INTENTIONALLY