

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 FEBRUARY 7, 2017 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
ATTORNEY	TOM TYNER
ALDERMEN	BRAD AMACKER CRAIG BULLOCK DAVID CLAYTON TONY DUCKER WILLIAM KING CLINT MOORE STEVE STRINGER
OTHERS	ADA MADISON AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY BRAD AMACKER

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

REQUEST TO APPOINT THE FOLLOWING TO THE ELECTION COMMISSION
KAY FAIRLEY, CHARLES KENDRICK, LUCRETIA "SUG" JENKINS

REQUEST TO PURCHASE SMALL SPRAY UNIT AT A COST OF \$1,543.00 OUT OF STATE REBATE MONEY

REQUEST TO PURCHASE ONE YAMAHA GAS GOLF CART AT A COST OF \$6,935.00 OUT OF STATE REBATE MONEY

REQUEST TO ACCEPT THE RESIGNATION OF DEREK ARRINGTON IN THE JUDICIAL DEPT EFFECTIVE APRIL 1, 2017

ORDERS & ORDINANCES

REQUEST TO AMEND CHAPTER 4, ARTICLE 1 OF THE PETAL CODE OF ORDINANCES BY ADDING SECTION 4.8

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. 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 APPROVE THE MINUTES OF THE REGULAR MEETING OF JANUARY 17, 2017 AND THE SPECIAL MEETINGS OF JANUARY 23, JANUARY 27, AND JANUARY 30, 2017

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF JANUARY 17, 2017 AND THE SPECIAL MEETINGS OF JANUARY 23, JANUARY 27, AND JANUARY 30, 2017 AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT

THERE WAS NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO CONTINUE THE STATE OF EMERGENCY THAT BEGAN JANUARY 21, 2017.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO CONTINUE THE STATE OF EMERGENCY THAT BEGAN JANUARY 21, 2017. 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 CALLED ON FEMA AND SBA REPRESENTATIVES TO ADDRESS THE BOARD.

THEREUPON, KATHERINE ANDERSON WITH FEMA ADDRESSED THE BOARD. SHE STATED THAT THE PUBLIC ASSISTANCE DECLARATION WAS APPROVED TODAY SO FEMA REPRESENTATIVES WOULD BE CONTACTING THE CITY. SHE ALSO STATED THAT CITIZENS WHO ARE UNEMPLOYED DUE TO THE TORNADO ARE ELIGIBLE FOR UNEMPLOYMENT.

THEREUPON, GREG DAWSON WITH THE SMALL BUSINESS ASSOCIATION ADDRESSED THE BOARD TO LET CITIZENS KNOW THAT THEY WORK HAND IN HAND WITH FEMA. THEY OFFER LOW INTEREST LOANS FOR THOSE AFFECTED BY THE TORNADO.

WHEREAS, MAYOR MARX CALLED ON BEVERLY CARTER TO ADDRESS THE BOARD.

THEREUPON, MS. CARTER ADDRESSED THE BOARD REGARDING PLACING A SMALL BUILDING SIMILAR TO THE SNOWBALL STAND SHE HAD ON S MAIN AT 219 E CENTRAL AVE WHICH IS THE OLD CATFISH ONE LOCATION.

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO AUTHORIZE THE PLACEMENT OF A SNOWBALL STAND AT 219 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

WHEREAS, MAYOR MARX CALLED ON LEE EVERETT TO ADDRESS THE BOARD.

MR. EVERETT WAS NOT PRESENT.

WHEREAS, MAYOR MARX CALLED ON BROADUS & ASSOC. TO ADDRESS THE BOARD.

NOONE WAS PRESENTE FOR BROADUS & ASSOC.

WHEREAS, MAYOR MARX CALLED ON JOHN WEEKS TO ADDRESS THE BOARD.

THEREUPON, MR. WEEKS ADDRESSED THE BOARD TO UPDATE THE DEBRIS REMOVAL. THEY HAVE HAULED APPROXIMATELY 20,000 CU. YARDS SO FAR. THEY ARE TRYING TO SPREAD THE TRUCKS AROUND TO DIFFERENT AREAS OF TOWN. MR. STARR, THE VP OF D & J ENTERPRISES INTRODUCED HIMSELF TO THE BOARD AND OFFERED ANY ASSISTANCE.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPOINT REV. DANIEL HERRING OF PETAL UNITED METHODIST CHURCH TO THE DISASTER RECOVERY COMMITTEE OF THE GREATER PINE BELT COMMUNITY FOUNDATION.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO APPROVE THE APPOINTMENT OF DANIEL HERRING TO THE DISASTER RECOVERY COMMITTEE OF THE GREATER PINE BELT COMMUNITY FOUNDATION. 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 RENEW THE CONTRACT WITH HUB CITY HUMANE SOCIETY

EXHIBIT "A"

CONTRACT

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE CONTRACT WITH HUB CITY HUMANE SOCIETY. 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 PROOF OF PUBLICATION

- ORDINANCE 2014 (132-A3)

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE FOREGOING PROOF OF PUBLICATION FOR FILING. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE 98 WASTE, LLC AS A DEBRIS SITE

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO APPROVE 98 WASTE, LLC AS A DEBRIS SITE AT A COST OF \$7.00/YD. 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 RESIGNATION OF ROBIN ALLEN IN THE POLICE DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF ROBIN ALLEN IN THE POLICE DEPT EFFECTIVE FEB. 1, 2017. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PURCHASE A FORD EXPLORER ON STATE CONTRACT USING PARTIAL REBATE MONEY

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE PURCHASE OF A FORD EXPLORER AT A STATE CONTRACT PRICE OF \$37,055.00 USING \$12,055.00 OUT OF STATE REBATE FUND. 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 PAY ESTIMATE #1 IN THE AMOUNT OF \$23,140.34 TO MYERS UNDERGROUND UTILITIES FOR LYNN RAY RD BRIDGE

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ESTIMATE #1 IN THE AMOUNT OF \$23,140.34 TO MYERS UNDERGROUND UTILITIES FOR LYNN RAY RD BRIDGE PER SHOWS, DEARMAN & WAITS RECOMMENDATION. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO RENEW THE CONTRACT WITH CSPIRE FOR WIRELESS PHONE SERVICE

EXHIBIT "B"

CSPIRE CONTRACT

THERUPON, ALDERMAN AMACKER MADE A MOTION TO APPROVE THE CONTRACT WITH CSPIRE FOR WIRELESS PHONE SERVICE. 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 AGREEMENT WITH BUTLER SNOW FOR 2017 CONTINUING DISCLOSURE STATEMENT

EXHIBIT "C"

AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE AGREEMENT WITH BUTLER SNOW FOR 2017 CONTINUING DISCLOSURE STATEMENT. 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 ADVERTISE FOR AND MAKE FINAL PAYMENT TO LEWIS ELECTRIC FOR EVELYN GANDY LIGHTING

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR AND MAKE FINAL PAYMENT TO LEWIS ELECTRIC IN THE AMOUNT OF \$3,718.92 FOR EVELYN GANDY LIGHTING PROJECT PER SHOWS, DEARMAN & WAITS RECOMMENDATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 203 BARRON ST

THEREUPON, ALDERMAN STRINGER NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE AN ADJUSTMENT IN THE AMOUNT OF \$92.83 TO WATER SERVICES BILLED TO 203 BARRON ST. 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 DOCKET OF CLAIMS FOR THE MONTH OF JANUARY 2017

EXHIBIT "D"

DOCKET

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE DOCKET OF CLAIMS FOR THE MONTH OF JANUARY 2017. 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 CONTRACT WITH D & J ENTERPRISES, INC. FOR DEBRIS REMOVAL

EXHIBIT "E"

CONTRACT

THEREUPON, ALDERMAN KING MADE A MOTION TO GIVE FINAL APPROVAL OF THE CONTRACT WITH D & J ENTERPRISES, INC. FOR DEBRIS REMOVAL. 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 APPOINT THE FOLLOWING TO THE ELECTION COMMISSION

- KAY FAIRLEY
- LUCRETIA "SUG" JENKINS
- CHARLES KENDRICK

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPOINT THE FOREGOING TO THE ELECTION COMMISSION. 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 A SMALL SPRAY UNIT AT A COST OF \$1,534.00 OUT OF STATE REBATE MONEY

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE PURCHASE OF A SMALL SPRAY UNIT AT A COST OF \$1,534.00 OUT OF STATE REBATE MONEY. 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 ONE YAMAHA GAS GOLF CART AT A COST OF \$6,935.00 OUT OF STATE REBATE MONEY.

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE PURCHASE OF ONE YAMAHA GAS GOLF CART AT A COST OF \$6,935.00 OUT OF STATE REBATE MONEY. 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 DEREK ARRINGTON IN THE JUDICIAL DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF DEREK ARRINGTON IN THE JUDICIAL DEPT EFFECTIVE APRIL 1, 2017. 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 STEVEN SMITH TO ATTEND K9 TRIALS IN PEARL, MS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE STEVEN SMITH TO ATTEND K9 TRIALS IN PEARL, MS ON FEB. 24-26, 2017 AT A COST OF \$833.98. 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 AARON JERNIGAN FULL TIME 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 POLICE OFFICER

IT IS HEREBY ORDERED THAT AARON JERNIGAN
BE HIRE FULL TIME AS A FIRST-CLASS PATROL

OFFICER AT A RATE OF \$16.1791 PER HOUR
EFFECTIVE FEBRUARY 7, 2017

SO, ORDERED THIS THE 7TH DAY OF FEBRUARY 2017

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 MATTHEW HARTFIELD FULL TIME 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 POLICE OFFICER

IT IS HEREBY ORDERED THAT MATTHEW HARTFIELD
BE HIRE FULL TIME AS A FIRST-CLASS PATROL
OFFICER AT A RATE OF \$16.1791 PER HOUR
EFFECTIVE FEBRUARY 7, 2017

SO, ORDERED THIS THE 7TH DAY OF FEBRUARY 2017

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDINANCE AMENDING CHAPTER 4, ARTICLE 1 OF
THE PETAL CODE OF ORDINANCES

EXHIBIT "F"

ORDINANCE 1982 (54-A6)

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, MAYOR MARX REPORTED THAT IN HIS MIND WE HAVE MADE REMARKABLE PROGRESS WITH THE DEBRIS CLEANUP. HE IS PROUD OF THE PEOPLE OF PETAL FOR WORK ALREADY DONE WITH REBUILDING, ETC.

WHEREAS, MAYOR MARX CALLED FOR FURTHER PUBLIC COMMENT

THEREUPON, CORY BRICK ADDRESSED THE BOARD. MR. BRICK WANTED TO CLARIFY THAT HE WILL BE ABLE TO REBUILD HIS SHOPPING CENTER AT 100 EASTBROOK USING THE ORIGINAL PLANS. HE STATED THAT HE HAS PULLED A DEMO PERMIT AND STARTED DEMOLITION. HE STATED THAT THEY COULD USE A DEBRIS PICKUP. JOHN WEEKS ADVISED THAT THE DEBRIS HAS TO BE MOVED TO THE RIGHT OF WAY FOR THE CITY TO BE ABLE TO PICK IT UP.

THEREUPON, ADA MADISON STATED THAT THERE IS A VACANT LOT ON SPRINGFIELD RD OWNED BY RICHTON TIE & TIMBER THAT NEEDS TO BE CLEANED OF TORNADO DEBRIS.

THEREUPON, VALERIE WILSON STATED THAT FEMA/MEMA & SBA HAVE GIVEN ACCOLADES TO PETAL FOR STORM RECOVERY

THEREUPON, BERNARD JACKSON, SR STATED THAT HE WOULD LIKE TO THANK THE CITY EMPLOYEES FOR THEIR RESPONSE AND ASSISTANCE DURING THE STORM AND RECOVERY.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ENTER INTO EXECUTIVE SESSION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO CLEAR THE ROOM TO DETERMINE THE NEED FOR EXECUTIVE SESSION. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THERUPON, ALDERMAN STRINGER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

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

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON FEBRUARY 7, 2017.



A handwritten signature in blue ink, appearing to read "Hal Marx", is written over a horizontal line.

MAYOR HAL MARX

A handwritten signature in black ink, appearing to read "Melissa Martin", is written over a horizontal line.

MELISSA MARTIN, CITY CLERK

EXHIBIT "A"

Contract between the City of Petal and the Hub City Humane Society for Animal Shelter Services

This agreement is made the 1st of November, 2013 by and between the Hub City Humane Society, Inc., a Mississippi non-profit corporation (herein referred to as "shelter") and the City of Petal, Mississippi (herein referred to as "city.")

The Shelter will operate a Shelter facility at 95 Jackson Road, Lamar County, Mississippi to house stray, abandoned, and unwanted pets.

The Shelter agrees to accept all small, non-vicious animals (dogs and cats) brought to its facility by Petal City residents.

All animals brought to the shelter as strays or pets with unknown owners shall be housed for a minimum of a 5 day holding period before being made available for adoption or other disposition (at the shelter's discretion.)

Pets reclaimed by their owners will be required to show proof of current rabies vaccine or purchase a \$15 certificate for rabies vaccine at a local Veterinarian clinic. Impound fees will be \$15 a night with the first day at no charge for impoundment.

Owner surrender pets will become property of the Shelter immediately and will be made available for adoption or other disposition (at the shelter's discretion.)

The Shelter will at no time require a surrender fee to leave animals but will always petition for voluntary donations. The Shelter will require surrender appointments to be made for all owner surrenders.

Disposition of Animals will include:

- a. Adoption to new owner
- b. Return to former owner when possible
- c. Humanely euthanize all pets which are not adopted, transported, are vicious, are severely injured/ill, or unclaimed.

Duration: This contract will become effective on January 1st, 2017 and continue until December 31st, 2017. This contract, by mutual agreement, may be extended for two (2) successive one (1) year terms.

Compensation: The contract due to be paid to Hub City Humane Society for this contact period is \$2539.83 a month. Monthly payments are due the fifteenth (15th) of each month.

Hours of Operation: The Shelter will be open a minimum of 35 hours a week to allow public access.

Signature Title Date

Printed Name

Hal Marx *Marx* *2-7-17*
Signature Title Date

Hal Marx

Printed Name

EXHIBIT "B"



C SPIRE®

LOCAL GOVERNING AUTHORITY SERVICE AGREEMENT
IMPORTANT: READ THIS DOCUMENT AND THE TERMS AND CONDITIONS
ATTACHED HERETO ENTIRELY BEFORE SIGNING

Eligibility requirements, other restrictions, terms and conditions for C Spire rate plans as set out therein apply and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Further, Customer, by signing below, does also certify that the service plans on the attached proposal have been reviewed by Customer and that Customer understands the service plans, monthly access charges, usage charges, and cancellation fees (if applicable). Said rate plan is herein incorporated by reference, and Customer agrees to the Terms and Conditions therein set out by signing below. Said provisions, among other things, contain limitations on the liability of C Spire in certain conditions.

(Please type or print)

Customer Name: City of Petal Tax ID #: 04-0565375
Billing Address: P.O. Box 564 City/State/Zip: Petal, MS 39465
Physical Address: 119 W. 8th Ave. City/State/Zip: Petal, MS 39465

Account Number(s):

0032090266

The following persons are authorized to sign on behalf of Customer to activate/disconnect service or otherwise make any changes to Customer's account, and C Spire may make changes to Customer's account based on the instructions of any of the following individuals:

Name/Title	Contact #	Email Address
<u>1) Melissa Martin</u>	<u>601-545-1776</u>	<u>mmartin@cityofpetal.com</u>
<u>2) Lynn Campfield</u>	<u>601-545-1776</u>	<u>lcampfield@cityofpetal.com</u>
<u>3)</u>		
<u>4)</u>		
<u>5)</u>		

NOTE: By signing below Customer acknowledges having read this entire Agreement and agrees to all of the terms thereof, including but not limited to the Terms and Conditions attached hereto.

Printed Name/Title of Authorized Signer: Melissa Martin, City Clerk

Signature of Authorized Signer: Melissa Martin Date: 2/6/17
Please return signed Agreement to msgov@cspire.com.



TERMS AND CONDITIONS TO

LOCAL GOVERNING AUTHORITY SERVICE AGREEMENT ("Agreement")

The Agreement is entered into on the date executed by Customer as set forth on the first page of this Agreement (the "Effective Date"), and it is by and between Cellular South, Inc., a Mississippi corporation doing business as C Spire ("C Spire"), and the Customer set forth on the first page of this Agreement ("Customer"). C Spire and Customer are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

NOW, THEREFORE, premises considered and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

- Services.** Customer agrees to purchase wireless telecommunications equipment and services on the terms and conditions set forth herein and in the attached Exhibit A.
- Term.** The initial term of this Agreement shall be from the Effective Date and shall end two (2) years later (the "Initial Term"). At the end of the Initial Term this Agreement shall renew on a month to month basis (each a "Renewal Term") until either Party provides the other Party with written notice of its intent to terminate this Agreement at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to herein as the "Term."
- Liquidated Damages Termination Charges.** If Customer purchases Equipment at less than the full retail price during the Term, then Customer's failure to purchase Services for the twenty-four (24) month promotional period from the date of activation may result in Liquidated Damages Termination Charges as set forth in the Service Agreement set forth as Exhibit B hereto. Notwithstanding what is set forth in Exhibit B, C Spire agrees that no Liquidated Damages Termination Charges will apply if Customer terminates this Agreement due to lack of funding and Customer returns its Equipment to C Spire. C Spire also agrees not to impose Liquidated Damages Termination Charges if certain Customer employees retire or their job is eliminated during the promotional period and Customer wishes to terminate their Service, provided that Customer returns the Equipment to C Spire. The Equipment must be returned in reasonable condition for the waiver of Liquidated Damages Termination Charges to apply. For example, if all Equipment is returned in reasonable condition then no Liquidated Damages Termination Charges will apply. If only a portion of the Equipment is returned or a portion is returned in unreasonable condition, then only an equivalent proportion of the Liquidated Damages Termination Charges shall apply. Customer should send C Spire at least thirty (30) days written notice to msgov@cspire.com if



Customer wishes to terminate this Agreement or terminate certain users for the reasons/exceptions set forth in this Section 3.

- Notices.** Any notice required by this Agreement shall be in writing and shall be given by (a) hand delivery, (b) certified or registered United States mail, return receipt requested and postage prepaid, or (c) via overnight courier service. Customer's address for notices is set forth on the first page of this Agreement. C Spire's address for notices is: C Spire, 1018 Highland Colony Parkway, Ridgeland, MS 39157, Attn: Sr. VP, Enterprise Markets. Notices are effective upon receipt. Either Party may change its address for notice by giving the other Party notice thereof in compliance with this Section.

- Exhibits.** Eligibility requirements, other restrictions, terms and conditions for C Spire rate plans as set out therein apply, and Customer hereby acknowledges that rate plans are subject, from time to time, to change without prior notice. Notwithstanding the foregoing, C Spire acknowledges that it shall provide Customer with the pricing set forth in Exhibit A for the Term. Further, Customer, by signing below, does also certify that the Service plans, Wireless Devices, and pricing attached hereto as Exhibit A has been reviewed by Customer and that Customer understands the Service plans, Wireless Devices, and pricing. Said Service plan(s) is herein incorporated by reference.

The Service Agreement attached hereto as Exhibit B is incorporated herein by reference, and Customer agrees to the terms of the Service Agreement by signing below. Said provisions, among other things, contain limitations on the liability of C Spire in certain conditions.

Should any terms contained within this Agreement or any exhibit attached thereto or made a part of the Agreement conflict with the terms set forth herein, then the terms herein shall control. No modification of this Agreement may be made absent notice of such modification to Customer and the parties executing an addendum to this Agreement.

- No Assignment.** No Party to this Agreement shall assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, provided, however, that C Spire may, without the prior consent of Customer, assign or transfer this Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets or voting stock to another entity provided said entity assumes all of C Spire's obligations hereunder.
- Entire Agreement.** This Agreement and the Exhibits attached hereto constitute the entire agreement between the Parties and supersede any prior agreements or understandings between the Parties whether written or oral.



Exhibit A

Service Plans and Equipment

EXHIBIT "B"

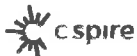


Exhibit B
Service Agreement

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obligations hereunder. Customer waives notice of acceptance. Except as otherwise expressly provided herein, this Agreement shall automatically renew from month to month absent notice to the contrary delivered by one party to the other party. In any event, Customer remains responsible for all outstanding charges for the period that Service was rendered.

Amendments to this Agreement must be in writing and signed by both parties, except that amendments may be tendered with thirty (30) days' notice to Customer (included with a bill or otherwise) and use by Customer of Service after such notice period shall be construed as and be acceptance of such amendment. C Spire may cancel a Service plan upon thirty (30) days' notice at any time.

CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI"): Services purchased by Customer under this Agreement may be provided by C Spire or any of C Spire's affiliates. If Customer is purchasing multiple categories of Services under this Agreement or another agreement, i.e. wireless Service and VoIP Service, then Customer's CPNI (as defined in 47 U.S.C. § 222(h)(1)) will be shared between C Spire and its affiliates as necessary to provide all the categories of Services ordered by Customer as permitted by 47 C.F.R. § 64.2005(a)(1).

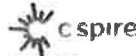
SERVICE CHARGES: Upon activation of postpaid Service with C Spire, Customer's first bill for Service will reflect a pro-rated Service fee for the current month plus the monthly Service fee for the following calendar month. Thereafter, Customer is billed each month for the next month's Service fee in advance. The prepaid monthly Service fee is not refundable. The pro-rated Service fee for the month in which Service was activated is calculated as follows: the monthly Service fee for the Customer's plan multiplied by a fraction the numerator of which is the number of calendar days from the date of Service activation until the end of the calendar month, and the denominator of which is the number of days in the particular month Service was activated.

Unless terminated by C Spire for Customer's default or another reason specified in this Agreement, C Spire will continue to provide Service to Customer through the end of the calendar month for which Customer has paid its monthly Service fee. Subject to Customer's obligation to pay any applicable Liquidated Damage Termination Charges, Customer may terminate Service at any time, but C Spire shall have no obligation to refund any unused portion of the prepaid monthly Service fee if Customer elects to terminate Service prior to the end of period for which Service has been paid for by Customer.

APPLICABLE LAW: Customer agrees that this Agreement shall be governed by the laws of the State of Mississippi without reference to its conflict of laws provisions. To the extent permitted by law, the terms of this Agreement may vary applicable law. If any provision of applicable law may not be varied by agreement, any term of this Agreement that does not comply with that law shall not be effective. If any provision of this Agreement cannot be lawfully enforced, such provision shall be deemed severed from this Agreement and shall not affect the enforceability of the remainder of the Agreement.

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SERVICE AGREEMENT ("Agreement")
(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN C SPIRE DOCUMENTS)

DEFINITIONS: "Agreement" means this Service Agreement, these Terms and Conditions, and all provisions maintained at www.cspire.com that set forth the manner in which we provide Wireless Devices and Service to Customers, such as rate plans, access charges, fees, taxes, and surcharges, and the Wireless Device(s) Customers have selected. "Customer" means such individual customer or entity who agrees to the terms of this Agreement (Customer may also be referred to herein as "you" or "your"). "Service" shall mean any and all types of services purchased from or furnished by or through C Spire or its affiliates including, but not limited to, voice, data, video, broadband services and transmission services, whether provided via wireless, VoIP, time division multiplexing, broadband connection, or other transmission medium. "Wireless Device" shall mean the cellular/wireless telephone, smartphone, personal digital assistant, laptop computer, tablet, and/or other device or equipment, including, but not limited to, accessories, that Customer has purchased or which have been furnished to Customer through lease by C Spire, a third party, or otherwise.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THEIR WIRELESS DEVICE MAY INCLUDE ONE OR MORE FEATURES WHICH PREVENT CUSTOMER'S USE OF THE WIRELESS DEVICE AS A HOME CUSTOMER OF ANY OTHER CARRIER AND THAT C SPIRE HAS NO OBLIGATION TO DEACTIVATE THIS FEATURE OR TO MAKE ANY CHANGE TO THE WIRELESS DEVICE TO ALLOW CUSTOMER TO USE IT AS A HOME CUSTOMER OF ANOTHER CARRIER IN THE EVENT CUSTOMER DEACTIVATES SERVICE WITH C SPIRE. CUSTOMER HEREBY RELEASES C SPIRE AND AGREES TO INDEMNIFY AND HOLD C SPIRE AND C SPIRE'S SUPPLIERS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OR RESULTING FROM THE PRESENCE, USE, OR ACTIVATION OF SUCH FEATURES ON CUSTOMER'S WIRELESS DEVICE.

GENERAL: Customer understands and agrees that Service is rendered to Customer and any user of Customer's Wireless Device under this Agreement and under the terms and conditions and in accordance with C Spire's or its affiliate's applicable state and federal tariffs relating to Services provided under this Agreement ("Tariff") current at the time Service is provided, and the terms of this Agreement are controlled by and subject to said Tariff and lawful changes in said Tariff. A copy of the Tariff is available for review upon written request and is incorporated herein by reference. This Agreement shall become effective on the date that C Spire accepts this Agreement and shall continue in effect until terminated as herein provided. C Spire may accept this Agreement by providing Service to Customer.

Customer agrees and acknowledges that C Spire may refuse to accept this Agreement if C Spire believes that Customer may be unable to perform in whole or in part, the

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DEFAULT: Customer shall be in default of this Agreement if any one or more of the following occurs: (a) Customer fails to make payments on time or in the amount due; (b) Customer dies, is declared incompetent, or becomes insolvent (either because Customer's liabilities exceed Customer's assets or because Customer is unable to pay Customer's debts as they become due); (c) Customer fails to keep any promise contained in this Agreement, credit application, or any other agreement with C Spire; (d) Customer makes any statement or provides any information that is untrue or inaccurate at the time it was made or provided; (e) Customer fails to provide any additional deposit C Spire may require; (f) any legal entity (such as a partnership or corporation) that has agreed to pay for the Service rendered merges, dissolves, reorganizes, terminates its business or existence, or a partner or majority stockholder dies or is declared incompetent; (g) any fact appears or event occurs that causes C Spire to consider itself insecure, or the prospect of payment, performance, or realization or performance of this Agreement is impaired; or (h) Customer exceeds Customer's credit limit.

REMEDIES: If Customer is in default under this Agreement, C Spire has the following remedies: (a) C Spire may, without prior demand or notice, set-off any outstanding balances against any deposit or monies held by C Spire for Customer's account, or any right Customer has to receive money from C Spire, and Customer agrees to indemnify and hold C Spire harmless from and against any and all claims arising out of or related to C Spire's exercise of its right to set-off; (b) C Spire may require an additional deposit or require that other parties be obligated to pay for the Service rendered under this Agreement (or both) as a condition of waiving, for any period of time, any other remedy C Spire may have; (c) C Spire may suspend Service under this Agreement until such time as Customer cures Customer's default as defined above; (d) C Spire may use any remedy given to C Spire under this Agreement; and (e) C Spire may use any remedy available to it under applicable law. C Spire does not waive its right to later use any other remedy that C Spire may have under state or federal law by choosing any one or more of these remedies. C Spire does not waive a default if it chooses not to use any remedy, and by electing not to use any remedy, C Spire does not waive its right to later consider the event a default and to immediately use any remedies if a default continues or occurs again.

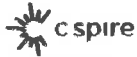
PAYMENT BY CHECK: If Customer tenders a check or any equivalent thereof in payment of any obligation under this Agreement, which is returned due to insufficient funds in the account for payment upon presentation, and C Spire is charged a fee or service charge as a result of such return, Customer agrees that C Spire is authorized to add the actual amount of the fee or service charge (up to the maximum amount allowed by law) to the amount due under this Agreement. In event of a returned check or equivalent thereof, Customer also agrees to pay a \$30.00 returned check charge. Customer agrees that C Spire is not responsible for any unauthorized payments on Customer's account with C Spire, whether by check or otherwise.

CREDIT INFORMATION: Customer agrees to provide to C Spire, upon request, any credit information C Spire may deem necessary. Customer warrants that all credit information Customer provides to C Spire is accurate, correct, and complete, and

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EXHIBIT "B"



becomes a part of this Agreement. Customer authorizes C Spire to conduct an investigation into Customer's creditworthiness, including obtaining credit histories and making inquiries of other businesses, banks, and lending institutions concerning Customer's creditworthiness from time to time as C Spire deems necessary or justified. Customer understands and agrees that from time to time C Spire may receive credit information concerning Customer from others and furnish credit and experience information regarding this Agreement to others seeking such information. Customer agrees that C Spire may terminate this Agreement in the event C Spire determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient adequate assurance of payment to C Spire. Customer agrees that C Spire shall not be liable for any claim arising from the use of information provided to C Spire by others or for providing such information to others.

LIMITATION OF C SPIRE'S LIABILITY: Customer understands that alternative and competing telecommunications carriers are available to Customer; interruptions or irregularities in the Service may occur; any potential harm from interruptions or irregularities in the Service is speculative in nature; C Spire cannot offer the Service at rates which reflect its value to each Customer; and C Spire assumes no responsibility other than that contained in this Agreement. Accordingly, Customer agrees that, except as limited by law, C Spire's sole liability for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the Service, or the transmission of Service provided by C Spire or any other carrier or provider of third party software or applications, or for losses or damages arising out of the failure of C Spire or any carrier or any provider of third party software or applications to maintain proper standards of maintenance and operation shall be as set out in the Tariff and this Agreement, and in the case of third party applications or software, such other terms and conditions as may be posted from time to time at www.cspire.com.

Without limiting the scope of the Tariff, it is noted that the Tariff provides, in part, and Customer agrees that the Service furnished by C Spire, in addition to the limitations set forth proceeding, is also subject to the following limitations: (a) the liability of C Spire for damages and/or losses arising out of mistakes, omissions, interruptions, delays, errors, and defects in transmission, or failures or defects in facilities furnished by C Spire occurring in the course of furnishing Service and not caused by the negligence of the Customer, shall in no event exceed the proportionate charge to the Customer for the period of Service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defect in facilities occurs or exists; and (b) no Customer shall have any right to, and C Spire shall not be liable for, consequential or incidental damages irrespective of whether C Spire has been notified of the possibility of such damages because of such mistakes, omissions, interruptions, delays, errors, failures, or defects in transmission.

DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES: Customer acknowledges and agrees that C Spire is not the manufacturer of the Wireless Device and C Spire, except as limited by law, hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the

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Wireless Device and Service (whether purchased or leased by Customer from C Spire or another party), including, but not limited to, any and all express and implied warranties of suitability, durability, merchantability, and fitness for a particular purpose. C Spire, to the extent permitted by law, assigns to Customer any and all manufacturers' warranties relating to the Wireless Device(s) furnished to the Customer, and Customer acknowledges receipt of any and all such manufacturers' warranties. Customer acknowledges and agrees that its sole and exclusive remedy in connection with any defects in the Wireless Device(s), including manufacture or design, shall be against the manufacturer of the Wireless Device(s) under the manufacturers' warranties and that C Spire shall have no liability to Customer in any event for any losses, damages, injuries, or expenses of any kind or nature related directly or indirectly to the Wireless Device(s) or Service provided hereunder. Without limiting the above, C Spire shall have no liability or obligation to Customer, in either contract or tort, for special, incidental, or consequential damages of any kind incurred by Customer, such as, but not limited to, claims for damages for personal injury, wrongful death, loss of use, loss of anticipated profits, or other incidental or consequential damages or economic losses of any kind incurred by Customer directly or indirectly resulting from or related to any Wireless Device or Service, irrespective of whether C Spire has been notified of the possibility of such damages, whether or not caused by C Spire's negligence, to the full extent same may be disclaimed by law. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply. C Spire may also have other legal rights which vary from state to state.

RELEASE: Customer agrees to and hereby does release C Spire, its affiliates, and each of their shareholders, members, officers, directors, agents, and employees ("C Spire's Releasees"), to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorneys' fees, of any nature arising directly or indirectly out of this Agreement, including, without limitation, claims for personal injury or wrongful death to Customer or users of the Wireless Device or Service or used in conjunction with such Wireless Device or Service and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the Wireless Device or Service, or arising by operation of law, including without limitation, claims based upon strict products liability doctrine, to the extent such claims are not based on the grossly negligent acts or omissions of C Spire, its affiliates, or their agents or employees. This release shall apply to the extent stated above even where C Spire is found to have been substantially at fault or to have actively engaged in conduct which substantially contributed to the injury suffered by Customer, and C Spire's assertion of this release as a whole or partial defense to any claim by Customer shall not be barred by fault or active negligence on the part of C Spire.

INTELLECTUAL PROPERTY: Customer agrees not to infringe, misappropriate, or injure the intellectual property rights of C Spire or any third party. Except for a limited license to use the Service or Wireless Device, Customer's purchase of a Wireless Device or Service does not grant Customer any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of C Spire or any third party related to the Wireless Device or Service. Customer agrees that a violation of this section

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harms C Spire, which cannot be fully redressed by money damages, and that C Spire shall be entitled to immediate injunctive relief in addition to all other remedies available.

PRIVACY: C Spire is not liable for any lack of privacy Customer experiences using the Service. Customer hereby consents to the monitoring and/or recording of calls from Customer to C Spire and the use of automatic equipment to contact Customer regarding Customer's account. Customer hereby consents to C Spire's disclosure of information about Customer's account to: (a) any person claiming to be the Customer who is able to provide the following correct Customer information: Customer's name, address, social security number and the assigned number for Service, and such person may make changes to the account; and (b) any person(s) or entity as required by any request made pursuant to a subpoena or court order appearing proper on its face.

LOCATION BASED SERVICES: C Spire generally knows the location of Customer's Wireless Device when it is outdoors and turned on. By using various technologies to locate Customer's Wireless Device, C Spire may provide enhanced emergency 911 services where local government entities have installed the equipment necessary to provide such services and optional location-sensitive services provided by us or a third party. Environmental factors (such as structures, buildings, weather, geography, landscape, and topography) can significantly impact the ability to access Customer's location information and use of location-sensitive services. The terms and conditions of any location-sensitive service that Customer purchases from C Spire may provide more information about how location information is used and disclosed. Use of some location-sensitive services may require network coverage. If any Wireless Device on Customer's account uses a location-sensitive service, Customer (the account holder) authorizes the end user to download, access and use location-sensitive services and agrees to clearly and regularly notify the end user of Customer's Wireless Device that his or her location may be tracked or discovered. C Spire may also use location information to create aggregate data from which Customer's personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring.

411 INFORMATION: In some cases, C Spire's directory assistance service (411) will use the location of a Wireless Device to deliver relevant customized 411 information based upon Customer's request for a listing or other 411 service. By using this directory assistance service, Customer is consenting to C Spire's use of Customer's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use.

911 OR OTHER EMERGENCY CALLS: When making 911 or other emergency calls, Customer should always be prepared to provide location information. 911 operators may not know Customer's phone number or have information about Customer's location. In certain circumstances, an emergency call may be routed to a state patrol dispatcher or alternative location set by local emergency service providers. Enhanced 911 service, where enabled by local emergency authorities, uses GPS

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technology to provide location information. If Customer is porting a phone number to or from C Spire, C Spire may not be able to provide Customer with some Services, such as 911 location services, while the port is being implemented. If Customer's device is indoors or for some other reason cannot acquire satellite signal, Customer may not be located. Calling 911 through a Wi-Fi service is not the same as traditional 911 calling and may be limited due to certain circumstances including, but not limited to, relocation of equipment, internet congestion, loss of electrical power, connection failures, failure to register location, and other factors. C Spire is not responsible for failures to connect or complete 911 calls or if you fail to provide location information or you provide inaccurate location information.

PROMOTIONAL OFFER CONTRACT: C Spire, in its sole discretion, may from time to time make Wireless Devices or Services available for purchase at a special price or free of charge, subject to Customer's agreement to the terms of a Promotional Offer Contract ("POC"). Customer acknowledges and agrees that if Customer has deactivated Service within the last thirty (30) days, Customer is ineligible for a POC. If Customer is eligible for a POC and activates any Wireless Device or Service which is subject to a POC (referred to below as a "Promotional Wireless Device or Service") or executes any POC (including but not limited to by electronic signature or by use of an electronic signature pad) then in addition to the terms and conditions above, Customer acknowledges and agrees as follows:

- (a) Customer has purchased the Promotional Wireless Device or Service at a special price or has received it free of charge, as applicable;
- (b) Customer shall activate Service for the Promotional Wireless Device or Service (if not already activated);
- (c) Customer shall not deactivate Service for the Promotional Wireless Device or Service for a period of not less than twenty-four (24) months. If Customer does not need to activate new Service to use the Promotional Wireless Device or Service, but instead uses the Promotional Wireless Device or Service in addition to or with Customer's existing Service (i.e., as an upgrade or replacement) then Customer agrees that any prior Service Agreement for such existing Service is hereby amended and replaced in its entirety by this Agreement and the POC;
- (d) If Customer is activating new Service for the Promotional Wireless Device or Service and Customer has existing C Spire Service for other Wireless Devices, Customer shall not deactivate any existing Service for other Wireless Device(s) before the expiration of the remainder of the term of the existing Service Agreement applicable to such Wireless Device(s) (including any applicable prior POC) or for a minimum of three (3) consecutive months from the effective date of this Agreement, whichever is longer; and
- (e) Failure to maintain Service with C Spire for the period or periods set forth above shall result in a Liquidated Damage Termination Charge ("LDTC") to Customer in addition to any other contract damage caused by such termination. The LDTC shall be prorated based on the period of time you continue to use and pay for the Service. The LDTC shall be one or more of the following, as applicable: (i) One Hundred and Eighty Dollars (\$180) for the Promotional Wireless Device (other than smartphones, netbooks,

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EXHIBIT "B"



data cards, or laptop computers) or Service, and/or (ii) Three Hundred and Sixty Dollars (\$360) for Promotional Wireless Devices that are smartphones, netbooks, data cards, or laptop computers, as applicable.

THIRD PARTY APPLICATIONS: In addition to this Agreement, third party applications and software available in connection with the Service and/or a Wireless Device may be subject to other terms and conditions, which are posted from time to time on C Spire's Web site at www.cspire.com. Customer's use of BREW and BREW Applications, including but not limited to MobiTV, is subject to the BREW End User License Agreement, which is contained in Appendix A to this Agreement and is incorporated herein. Unless expressly granted herein, neither C Spire nor any provider of any third party application grants any license in any software technology or other intellectual property to Customer.

INFORMATION/CONTENT: Certain information or content may be provided through the Service by independently owned and operated content providers or service providers who are subject to change at any time without notice. C Spire is not a publisher of third-party content and will not be responsible for any information or services provided by such third parties. These third parties may impose additional charges (on top of regular Service charges levied by C Spire) for certain content. As the user of such services Customer is bound by the third parties' policies when Customer visits their respective sites or uses their services. It is Customer's responsibility to read the rules or service agreements of each content or service provider as well as to understand any and all billing practices which are stated by the content or service provider. Any information Customer involuntarily or voluntarily provides third parties is governed by their policies. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by C Spire or any content providers or other third party. Delays or omissions may occur. Neither C Spire nor its content providers, service providers or other third parties shall be liable to Customer for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service.

CONTENT BLOCKING/FILTERING APPLICATIONS: Certain third party applications and/or features may be made available to you which allow you to block and/or filter certain types of content from being sent to your Wireless Device. Your use of such applications is pursuant to the terms and conditions of this Agreement and any applicable license and/or agreement of the third party application provider. C Spire makes no warranty or representation regarding the operation of the applications and/or features or their ability to successfully filter the types of content you have chosen for filtering. You assume the risks of using such applications and/or features and agree to hold C Spire harmless from any alleged damage caused by your use of such applications and/or features. Neither C Spire nor the third party application/provider shall be liable to Customer for any loss or injury arising out of or caused, in whole or in part, by your use of the content blocking/filtering application/feature.

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CAMERA/PICTURE MESSAGING: Camera/Picture messaging devices are prohibited in some places. Customer is solely responsible for complying with all applicable laws, rules, regulations and policies regarding Camera/Picture Messaging and BREW-enabled Wireless Device use. Whenever Customer uses Picture Messaging, or downloads, installs and/or uses any of the BREW Applications, Customer agrees not to: (a) violate any applicable law, rule, or regulation; (b) harass, offend, threaten, embarrass, distress, or invade the privacy of any individual or entity; (c) provide false information or impersonate another person; and/or (d) take any action that infringes upon any third party's copyright, trademark, patent, or other intellectual property right(s). C Spire may, without prior notice, take any action it deems necessary, including, without limitation, removing or deleting Applications or Pictures and restricting or limiting use of the Service, for proper administration of Service. C Spire is under no obligation to monitor use of Picture Messaging or BREW Applications, but it may do so to: (y) comply with applicable laws, rules and regulations or orders of courts or governmental agencies with proper jurisdiction; and/or (z) operate the Service properly or protect Customer or other customers. In the event Customer provides C Spire, or its affiliates, contractors or agents, with feedback, data, answers, questions, comments, suggestions, plans, ideas or other information, such information shall be deemed to be non-confidential and C Spire shall be free to reproduce, disclose, distribute, or use such information without restriction.

EXPORT REGULATION: Customer acknowledges that software, information, and technology downloaded (collectively, "technology") may be subject to certain United States export regulations and import regulations in other countries and that Customer is responsible for complying with such relevant regulations. Customer agrees to comply with all export or import regulations and laws both foreign and domestic, including, but not limited to, the Export Administration Act (50 U.S.C. Appx. §§ 2401 et seq.) and the Export Administration Regulations ("EAR," 50 C.F.R. Parts 730-774). Customer further specifically agrees, unless expressly authorized by law, not to export or re-export the technology to any country, person, entity, or end user subject to United States export controls or under United States embargo. Customer further represents that no United States federal agency has suspended, revoked, or denied its export privileges.

INDEMNIFICATION: Customer agrees to indemnify and save C Spire harmless from liability for libel, slander, or infringement of copyright resulting from Customer's transmissions over C Spire's facilities; from claims for infringement of patents arising from use of Customer-owned Wireless Device, apparatus and systems in combination with facilities of C Spire; from all other claims arising out of any act or omission of Customer in connection with the use of facilities provided by C Spire; and from Customer's failure to comply with the terms of this Agreement.

SERVICE AVAILABILITY AND ACCESS/COVERAGE: C Spire does not guarantee network availability. LTE, EVDO and 1X data coverage areas may vary from voice coverage areas. LTE and EVDO networks only available in select markets. Coverage map(s) are available at a C Spire store or online at www.cspire.com. LTE download and upload speeds are only available on the C Spire LTE network. EVDO download and upload speeds are only available on the C Spire EVDO network. Actual

C Spire, 1018 Highland Colony Parkway, Suite 520, Ridgeland, MS 39157

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download and upload speeds can depend on Wireless Device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may also be impacted by transmission limitations, terrain, in-building/in-vehicle use, and capacity constraints.

PROHIBITED AND PERMISSIBLE USES:

Nature of your Service. Your Service is intended and offered only for use in a manner consistent with the nature of the Service to which you have subscribed. Accordingly, except to the extent that you have subscribed to a commercial Service plan, you agree to use your Service primarily for your own personal, household, or family purposes, and you agree not to use your Service for any of the following: (a) resale; (b) as a substitute for private lines or dedicated data connections; (c) in conjunction with applications or devices which aggregate usage from multiple sources prior to transmission to our network such as Wi-Fi hotspots, tether, Bluetooth®, or any other optic, wired, or wireless technology connecting computers or other equipment, unless all such sources are located within your household or belong to you or other persons covered by your Service plan; or (d) to generate revenue from conference calling or forwarding of traffic (i.e. "traffic pumping"). If you have subscribed to a commercial or custom Service plan the foregoing uses are permitted only to the extent explicitly allowed under the terms of such Service plan.

Harmful uses; unwanted traffic. You agree not to use your Service in any manner or for any purpose that is, or we reasonably determine may be, harmful to C Spire, its network, or other users including, but not limited to: (a) any activity that adversely affects the ability of other people or systems to access or use either our wireless Services or other parties' Internet-based resources; (b) attempted hacking of our network or any other user's device; (c) intentionally uploading or sending viruses, worms, malware, corrupt files, Trojan horses, time bombs, or any other similar data, applications, or software which may harm another user, another user's Wireless Device, or C Spire's network; (d) denial of service attacks; or (e) the connection or use of any devices which have the potential to harm or degrade the C Spire network or Services, except as may be specifically allowed by federal law. You also agree not to intentionally transmit unwanted, malicious, or harmful traffic such as: spam, phishing, stalking, harassing, or threatening transmissions, or any other use that generates complaints by other network or Internet users or may expose C Spire to liability to third parties.

Unlawful use or purpose. You agree not to use the Service in any manner or for any purpose that is or reasonably might be held to be unlawful including, but not limited to, child pornography, violating any patent, copyright, trademark, or other intellectual property rights, or to commit a crime.

Without limiting any other provision of this Agreement, if you violate this section C Spire may suspend or terminate your Service without prior notice and, if your Service is terminated, bill you for any Liquidated Damage Termination Fee. In addition, C Spire

C Spire, 1018 Highland Colony Parkway, Suite 520, Ridgeland, MS 39157

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may block unlawful or harmful traffic or traffic that exceeds the buckets, data passes, or other allowances provided under the Service plan to which you have subscribed.

REASONABLE NETWORK MANAGEMENT: C Spire's Service is provided to you over a network that has finite capacity that is shared with C Spire's other users. Accordingly, we may engage in reasonable network management to ensure that all users have reasonable and equitable access to our network. For example, Service is not intended to provide full-time connections and the connection may be discontinued after a significant period of inactivity. Further, C Spire reserves the right to limit throughput speed or amount of data transferred at times of network congestion. Network management will be conducted in accordance with applicable rules and regulations.

SECURITY: C Spire does not guarantee data security. Data encryption may be available with some, but not all, Service furnished by C Spire. C Spire assumes no responsibility for confidentiality of e-mail or other confidential or proprietary information accessed through the Service and/or with Wireless Device. It is solely Customer's responsibility to ensure use of the Service and Wireless Device complies with applicable IT or security procedures established by Customer or Customer's employer.

SUSPENSION/TERMINATION OF SERVICE: C Spire may, without notice, suspend or terminate Service at any time for any reason including, but not limited to: (a) failure to maintain an appropriate account balance for applicable charges; (b) harassing or threatening C Spire employees or agents; (c) providing false information; (d) interfering with C Spire operations; (e) using Services in violation of this Agreement or applicable law; (f) breach of this Agreement; (g) modifying Wireless Devices; or (h) as necessary to protect C Spire's network or customers.

ASSIGNMENT: This Agreement and any contractual rights or remedies available to C Spire hereunder shall be freely assignable, in whole or in part, by C Spire. Customer shall not assign this Agreement or its rights hereunder without the prior written consent of C Spire. Any such transfer without the consent of C Spire is void.

MISCELLANEOUS: Not all plans or Services are available for purchase or use in all sales channels, in all areas or with all Wireless Devices. If Customer's usage of the wireless Services (including voice and data and regardless of Service plan) on other carrier's networks (roaming or off-network usage) exceeds Customer's off-network usage allowance, C Spire may at its option terminate Customer's Service or access Service, deny Customer's continued use of other carriers' coverage, change Customer's plan to one imposing usage charges for roaming usage, or change Customer's plan as necessary in the discretion of C Spire. Customer's roaming usage allowance is equal to that specified by Customer's plan and/or documentation. C Spire will provide notice that it intends to take any of the above actions and Customer may terminate Customer's agreement. C Spire is not responsible for loss or disclosure of any sensitive information Customer transmits. The wireless Service is not equivalent to landline Internet.

C Spire, 1018 Highland Colony Parkway, Suite 520, Ridgeland, MS 39157

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EXHIBIT "B"



This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer shall promptly execute and deliver to C Spire such further documents and take such further action as C Spire may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services, Wireless Devices, and the rights of C Spire to take action necessary to remain in compliance with any applicable Tariff or license, including its right to retake possession of or disable the Wireless Device, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

Revised 5-4-2015, 00644957-18
© C Spire a service of Cellular South, Inc., May, 2015.

APPENDIX A TO SERVICE AGREEMENT
BREW END USER LICENSE AGREEMENT

FOR PURPOSES OF THIS AGREEMENT CUSTOMER IS THE "END USER" AND IS REFERRED TO AS "YOU" IN THIS APPENDIX.

BY INSTALLING OR USING THIS BREW APPLICATION ("APPLICATION") YOU AGREE TO ALL OF THE TERMS SET FORTH BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE APPLICATION.

Limited License. The developer of the Application ("Developer") hereby grants to Customer a non-exclusive limited license to install the object code version of the Application on one wireless communication device and to use the Application on such device. All rights not expressly granted are reserved by the Developer. The term Application includes any software that is provided to you at the same time the Application is provided to you, or that is used in connection with the Application.

Restrictions. You agree not to reproduce, modify or distribute the Application or other software included in your wireless device ("Other Software"). Subject to applicable law, you agree not to decompile or reverse engineer the Application or the Other Software. You agree not to (i) remove any copyright or other proprietary notice from the Application or the Other Software, or (ii) sublicense or transfer the Application or the Other Software to a third party.

Ownership. You agree that the Developer and its licensors retain all right, title and interest in and to the Application and all copies of the Application, including all



copyrights therein. You agree to erase an Application from your wireless device upon receipt of notice.

Termination. This Agreement shall terminate immediately, without notice, if you fail to comply with any material term of this Agreement. Upon termination you agree to immediately erase the Application from your wireless device.

Disclaimer of Warranty. THE APPLICATION IS LICENSED TO YOU "AS IS." DEVELOPER AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE APPLICATION, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DEVELOPER OR ITS LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF THE APPLICATION (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS), EVEN IF THE DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE DEVELOPER'S LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEE PAID BY YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY OR MAY BE LIMITED.

Export. The Application is subject to the export control laws and regulations of the United States and other jurisdictions. You agree to comply with all such laws and regulations.

U.S. Government End Users. This section only applies to the U.S. Government or if you are or are acting on behalf of an agency or instrumentality of the U.S. Government. The Application is "commercial computer software" developed exclusively at private expense. Pursuant to FAR 12.2 12 or DFARS 227 7202 and their successors, as applicable, use, reproduction and disclosure of the Application is governed by the terms of this Agreement.

Miscellaneous. This Agreement is governed by the laws of the State of California, USA, without regard to California's conflict of law principles. The United Nations Convention



on Contracts for the Sale of International Goods does not apply to this Agreement. If any provision hereof is held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby. This Agreement constitutes the entire agreement between you and the Developer regarding its subject matter and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. No modification or alteration of this Agreement will be valid except in writing signed by you and the Developer.

EXHIBIT "C"

BUTLER | SNOW

January 12, 2017

VIA E-MAIL AT MELISSA@CITYOFPETAL.COM

City of Petal, Mississippi
Attn: Melissa Martin, City Clerk
119 W. 8th Avenue
Petal, Mississippi 39465

Re: City of Petal, Mississippi 2017 Continuing Disclosure Submission

Dear Ms. Melissa:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to the City of Petal, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2016 to be filed on or before March 27, 2017.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

City of Petal, Mississippi
January 12, 2017
Page 3

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as Exhibit A. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

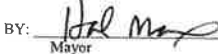
BUTLER SNOW LLP



By: Elizabeth Lambert Clark

Accepted and Approved:

CITY OF PETAL, MISSISSIPPI

BY: 
Mayor

Dated: 2-7, 2017

Cc: Thomas W. Tyner, Esq., City Attorney (via email to: tomtyner@yahoo.com)

City of Petal, Mississippi
January 12, 2017
Page 2

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

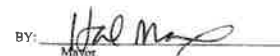
EXHIBIT A

Event Notice

The City certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

CITY OF PETAL, MISSISSIPPI

BY: 
Mayor

Dated: 2-7, 2017

EXHIBIT "C"

**CONTINUING DISCLOSURE INFORMATION STATEMENT
BY THE CITY OF PETAL, MISSISSIPPI
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2016**

Pursuant to the Continuing Disclosure Agreements ("Disclosure Agreements") executed by the City of Petal (the "City"), in connection with the following bond issues:

1. \$5,000,000 City of Petal, Mississippi General Obligation Bonds, Series 2006 (CUSIP Number 715845 EJ8);
2. \$8,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2006 (Petal, Mississippi Combined Water and Sewer System Project) (CUSIP Number 60534Q BQ3);
3. \$6,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2007 (Petal, Mississippi Combined Water and Sewer System Project) (CUSIP Number 60534Q M40);
4. \$2,155,000 City of Petal, Mississippi General Obligation Refunding Bonds, Series 2012 (CUSIP Number 715845 EW9);
5. \$3,100,000 City of Petal, Mississippi General Obligation Refunding Bonds, Series 2015 (CUSIP Number 715845 EJ7);
6. \$6,510,000 City of Petal, Mississippi General Obligation Water and Sewer Refunding Bonds, Series 2015 (CUSIP Number 715845 FU2); and
7. \$4,885,000 City of Petal, Mississippi General Obligation Water and Sewer Refunding Bonds, Series 2016 (CUSIP Number 715845 GG2).

the City hereby provides the information described in such Disclosure Agreements:

Section 1. Annual Report.

- A. Updated financial information and operating data of the City; attached hereto as APPENDIX A and APPENDIX B;
- B. Updated financial statements of the City; attached hereto as APPENDIX C; and
- C. Updated budgeted or estimated revenues and expenditures of the City; attached hereto as APPENDIX D.

Section 2. Event Notice.

The City certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;

¹ If the audited financial statement for the City is not available as of the date of this disclosure, the City will provide a copy of same when the audit report becomes available.

- (5) Substitution of credit or liquidity providers, or their failure to perform;
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) Modifications to rights of Bondholders, if material;
 - (8) Bond calls, if material, and tender offers;
 - (9) Defeasances;
 - (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
 - (11) Rating changes;
 - (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
 - (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
 - (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- Section 3. Notice.**
- (a) Pursuant to the Continuing Disclosure Agreements, notice is hereby given that the City is unable to file the fiscal year 2016 audited financial statements at the time of this submission. The City will file the fiscal year 2016 audited financial statements when the statements become available.

Certification.

We, the undersigned officers of the City, hereby certify as follows:

That the information, representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of this Continuing Disclosure Information Statement. Further, this Continuing Disclosure Information Statement does not contain any untrue statements of material fact or omit to state any material fact necessary in order to make the statements made herein in light of the circumstances under which they were made, not misleading.

IN WITNESS WHEREOF, the City has caused this Continuing Disclosure Information Statement to be executed in its name by its undersigned officer, duly authorized, all as of the date first above written.

CITY OF PETAL, MISSISSIPPI

BY: Hal May
Mayor

(SEAL)

ATTESTED:

BY: memmah
City Clerk

APPENDIX A

INFORMATION ON THE CITY

EXHIBIT "C"

APPENDIX B
INFORMATION ON THE SYSTEM

APPENDIX C
AUDITED FINANCIAL STATEMENTS FOR THE CITY FOR FISCAL YEAR ENDED
SEPTEMBER 30, 2016²

² Not available at the time of filing.

UNAUDITED FINANCIAL INFORMATION FOR THE CITY FOR FISCAL YEAR
ENDED SEPTEMBER 30, 2016

34832564v1

APPENDIX D
CITY BUDGET 2017

Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Balance Due
BARDING GENERATOR [04140]	1/24/2017	160918	2/10/2017	HEADLAMP BULB	23.71	23.71
BARDING GENERATOR [04140]	1/25/2017	160924	2/10/2017	ALTERNATOR	308.89	308.89
BARDING GENERATOR [04140]	1/26/2017	160931	2/10/2017	HEADLIGHT DIMMER	276.53	276.53
BARDING GENERATOR [04140]	1/26/2017	160932	2/10/2017	ALTERNATOR LUG,	66.50	66.50
BARDING GENERATOR [04140]	1/27/2017	160938	2/10/2017	SYNTHETIC REAR END OIL	349.46	349.46
BARDING GENERATOR [04140]	1/27/2017	160939	2/10/2017	POWER STEERING FLUID, FUEL FILTER	277.89	277.89
BARDING GENERATOR [04140]	1/30/2017	160946	2/10/2017	BATTERY AND LABOR	177.45	177.45
BARDING GENERATOR [04140]	1/24/2017	160913	2/10/2017	BATTERIES, CABLE ENDS	614.40	614.40
BARRONTOWN UTILITY ASSOC [08102]	1/31/2017	JAN2017	2/10/2017	MONTHLY EXPENSE	36.38	36.38
BLACKWELL, CHARLES [03383]	1/10/2017	JAN2017	2/10/2017	MONTHLY SERVICES	50.00	50.00
BRAND ITI LLC [08727]	1/06/2017	870	2/10/2017	SWEATSHIRTS, TSHIRTS	287.96	287.96
C&M STRIPING [08163]	1/31/2017	98726	2/10/2017	PAINT HANDICAPS AT SENIOR CENTER	135.00	135.00
CANON FINANCIAL SERVICES INC. [10739]	1/10/2017	16920140	2/10/2017	MAINTENANCE	72.00	72.00
CANON SOLUTIONS [08503]	1/10/2017	4021108168	2/10/2017	MAINTENANCE	153.88	153.88
CANON SOLUTIONS [08503]	1/01/2017	4021123141	2/10/2017	MAINTENANCE	54.39	54.39
CANON SOLUTIONS [08503]	1/10/2017	40211270606	2/10/2017	MAINTENANCE	18.42	18.42
CANON SOLUTIONS [08503]	1/01/2017	4021130740	2/10/2017	MAINTENANCE	79.73	79.73
CENTERPOINT ENERGY [08176]	1/10/2017	7854256-0	2/09/2017	424 MAPLE DR	26.48	26.48
CENTERPOINT ENERGY [08176]	1/10/2017	7057550-1	2/09/2017	DOGWOOD CIR G1	23.94	23.94
CENTERPOINT ENERGY [08176]	1/10/2017	8713563-8	2/09/2017	54 SPRINGFIELD RD	28.69	28.69
CENTERPOINT ENERGY [08176]	1/10/2017	9219817-5	2/09/2017	W 7TH AVE	14.70	14.70
CENTERPOINT ENERGY [08176]	1/10/2017	7854258-6	2/09/2017	75 DOGWOOD LANE	25.62	25.62
CENTERPOINT ENERGY [08176]	1/10/2017	7477231-0	2/09/2017	117 W EIGHTH AVE	157.97	157.97
CENTERPOINT ENERGY [08176]	1/10/2017	9797558-5	2/09/2017	69 RUSSETT LANE	26.48	26.48
CENTERPOINT ENERGY [08176]	1/10/2017	7057547-7	2/09/2017	PINEWOOD DR	24.79	24.79
CENTERPOINT ENERGY [08176]	1/10/2017	3142874-1	2/09/2017	741 S MAIN CIVIC CENTER	64.84	64.84
CENTERPOINT ENERGY [08176]	1/10/2017	7074091-5	2/09/2017	ESTATES DR G1	28.52	28.52
CENTERPOINT ENERGY [08176]	1/10/2017	3205311-8	2/09/2017	119 W EIGHTH	220.42	220.42
CENTERPOINT ENERGY [08176]	1/10/2017	7057552-7	2/09/2017	WOODLAND SQ G1	24.79	24.79
CENTERPOINT ENERGY [08176]	1/10/2017	3205315-9	2/09/2017	127 W EIGHTH	50.44	50.44
CENTERPOINT ENERGY [08176]	1/10/2017	9797563-5	2/09/2017	1950 OLD RICHTON RD	25.62	25.62
CENTERPOINT ENERGY [08176]	1/10/2017	3205318-3	2/09/2017	943 HIGHWAY 11	391.22	391.22

Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Balance Due
Lynn Campfield						
A1 FIRE EQUIPMENT [09033]	1/31/2017	2195	2/10/2017	HELMET	227.59	227.59
A1 FIRE EQUIPMENT [09033]	1/18/2017	2185	2/10/2017	HELMET, FACESHIELD, CARBONKIGHT, SUSPENDER	2,989.82	2,989.82
ACE HARDWARE [00149]	1/18/2017	283989	2/10/2017	BALLAST, TAPE	71.35	71.35
ACE HARDWARE [00149]	1/31/2017	284248	2/10/2017	KEYS, DOOR HOLE COVER, BARRELL BOLT, BALLAST	199.15	199.15
ACE HARDWARE [00149]	1/27/2017	284163	2/10/2017	CABLE TIE, BOOTS, CEMENT, ADAPTER, PLUG	280.90	280.90
ACE HARDWARE [00149]	1/27/2017	284162	2/10/2017	COOLERS, GAS CAN	216.91	216.91
ACE HARDWARE [00149]	1/27/2017	284158	2/10/2017	BALL VALVE, PIPE, CEMENT, COUPLINGS	261.74	261.74
ACE HARDWARE [00149]	1/27/2017	284156	2/10/2017	BATTERIES, NUTSETTERS, CLAMPS	380.65	380.65
ACE HARDWARE [00149]	1/13/2017	283887	2/10/2017	ANCHORS, CAPS, SCREWS, CEMENT	375.02	375.02
ACE HARDWARE [00149]	1/13/2017	283875	2/10/2017	CEMENT, BATTERY, ADAPTER, BROOM, GLOVES, ALLPURPOSE, PIPE AND FITTINGS	1,056.47	1,056.47
ACE HARDWARE [00149]	1/31/2017	284256-	2/10/2017	WATER JET NOZZLE, HOOK	152.06	152.06
ACE HARDWARE [00149]	1/31/2017	867762	2/10/2017	TOGGLE SWITCH, ANT KILLER, HAND TRUCK	236.88	236.88
ACE HARDWARE [00149]	1/04/2017	283634	2/10/2017	ROPE, BATTERY,	203.57	203.57
ADAMS NURSERY (1) [08031]	1/19/2017	804832	2/10/2017	BALD CYPRESS	321.30	321.30
AFFORDABLE EMERGENCY LIGHTS AND SERVICE [09612]	1/25/2017	951	2/10/2017	DIAGNOSE AND REPAIR	85.00	85.00
AFFORDABLE EMERGENCY LIGHTS AND SERVICE [09612]	1/25/2017	950	2/10/2017	SIREN SPEAKER, PUSH BUMPER, CONSOLE, ARMREST, PARTS FOR NEW CRUISER/MICKKEY	5,090.77	5,090.77
AGRI-AFC DISTRIBUTION, LLC [08043]	1/31/2017	5302061	2/10/2017	DIAMOND WHITE	870.00	870.00
AGRI-AFC DISTRIBUTION, LLC [08043]	1/13/2017	5299453	2/10/2017	24-04-18	215.06	215.06
AMERICAN EXPRESS [09039]	1/31/2017	JAN2017	2/10/2017	MONTHLY EXPENSE	566.67	566.67
AMERICAN MUNICIPAL SERVICES [10612]	1/20/2017	32440REV	2/10/2017	MONTHLY FEE	162.00	162.00
AMERICAN SALVAGE & OUTDOOR POWER LLC [05540]	1/31/2017	A19376	2/10/2017	CHAINSAW, CHAINS	626.98	626.98

Handwritten signatures and initials are present below the table.

Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Balance Due
CENTERPOINT ENERGY [08176]	1/10/2017	5106843-5	2/09/2017	1187 HIGHWAY 42	276.61	276.61
CENTERPOINT ENERGY [08176]	1/10/2017	7018623-4	2/09/2017	132 MEADOWBROOK	56.14	56.14
CENTERPOINT ENERGY [08176]	1/10/2017	7019102-8	2/09/2017	281 WILDWOOD TRAIL	33.87	33.87
CENTERPOINT ENERGY [08176]	1/10/2017	7262306-9	2/09/2017	102 FAIRCHILD	314.75	314.75
CENTRAL PIPE SUPPLY INC [08178]	1/31/2017	83716	2/10/2017	MAGNET FOR ORION	108.00	108.00
CENTRAL PIPE SUPPLY INC [08178]	12/13/2016	82061-	2/10/2017	BADGER METER, STAINLESS STEEL METERS	11,048.00	11,048.00
CENTRAL PIPE SUPPLY INC [08178]	1/10/2017	82159.003	2/10/2017	ORION CELLULAR CONNECTOR	14,756.86	14,756.86
CHASE'S TIRE & AUTO [09472]	1/19/2017	1328	2/10/2017	ENGINE 3 COOLANT	118.42	118.42
CHASE'S TIRE & AUTO [09472]	1/09/2017	1291	2/10/2017	REPLACE BRAKE PADS	721.43	721.43
CHIEF SUPPLY CORP [11694]	1/11/2017	38524	2/10/2017	HELMETS	4,137.72	4,137.72
CINTAS (1) [08185]	1/31/2017	JAN2017	2/10/2017	UNIFORMS	3,479.63	3,479.63
CITY OF HATTIESBURG [08187]	1/31/2017	JAN2017	2/10/2017	SEWER TREATMENT	42,409.95	42,409.95
CITY OF PETAL [08750]	1/31/2017	24724	2/10/2017	BOND	750.00	750.00
CITY OF PETAL [08750]	1/31/2017	24723	2/10/2017	BOND	750.00	750.00
COAST CHLORINATOR & PUMP [08192]	1/11/2017	65623	2/10/2017	SERVICE TRIP PLANC C, A AND B	925.00	925.00
COMCAST BUSINESS [11133]	1/10/2017	49425150	2/10/2017	PHONE	1,870.92	1,870.92
COMCAST CABLEVISION OF HATTIES [08195]	1/10/2017	SENIOR	2/10/2017	PHONE	204.09	204.09
COMCAST CABLEVISION OF HATTIES [08195]	1/10/2017	STREET	2/10/2017	PUBLIC WORKS	165.59	165.59
COMCAST CABLEVISION OF HATTIES [08195]	1/10/2017	SENIOR	2/10/2017	SENIOR CENTER	74.82	74.82
COMCAST CABLEVISION OF HATTIES [08195]	1/10/2017	REC	2/10/2017	PHONE	170.94	170.94
COMCAST CABLEVISION OF HATTIES [08195]	1/10/2017	POLICE	2/10/2017	PHONE	95.56	95.56
COMCAST CABLEVISION OF HATTIES [08195]	1/10/2017	FIRE3	2/10/2017	FIRE 3	16.00	16.00
COMCAST CABLEVISION OF HATTIES [08195]	1/31/2017	FIRE1	2/10/2017	PHONE	134.05	134.05
COMCAST CABLEVISION OF HATTIES [08195]	1/10/2017	CITY HALL	2/10/2017	PHONE	202.35	202.35
COMCAST CABLEVISION OF HATTIES [08195]	1/31/2017	CC	2/10/2017	PHONE	170.95	170.95
COMCAST CABLEVISION OF HATTIES [08195]	1/31/2017	BLDG	2/10/2017	PHONE	50.63	50.63
COMPREHENSIVE RADIOLOGY SVS [08196]	12/31/2016	428632346	2/10/2017	WILLIAM SUMRALL	30.00	30.00
COMPREHENSIVE RADIOLOGY SVS [08196]	1/08/2016	426357983	2/10/2017	DOUGLAS ROSS	45.00	45.00
COMSOUTH [08197]	1/04/2017	185195	2/10/2017	DISPLAY	182.50	182.50
CORLEY, TOMMYE [08643]	1/10/2017	JAN2017	2/10/2017	MONTHLY EXPENSE	50.00	50.00
CSPIRE [08810]	1/31/2017	JAN2017	2/10/2017	PHONE	1,652.97	1,652.97
CUSTOM PRODUCTS CORP (C	1/24/2017	284546	2/10/2017	POST, STOP SIGNS	2,636.41	2,636.41
CUSTOM PRODUCTS CORP (C	1/06/2017	283936	2/10/2017	SPEED LIMITS	268.45	268.45

Org Name & Lookup	Invoice Date	Invoice Number	A/P Due Date	A/P Description	Original A/P Owed	Balance Due
AMERICAN SALVAGE & OUTDOOR POWER LLC [05540]	1/23/2017	A19364	2/10/2017	CHAINSAW AND CHAINS	662.82	662.82
AMERICAN SALVAGE & OUTDOOR POWER LLC [05540]	1/23/2017	A19352	2/10/2017	CHAINSAWS AND CHAINS	1,432.64	1,432.64
AMERICAN SALVAGE & OUTDOOR POWER LLC [05540]	1/10/2017	A19244	2/10/2017	FIX 4 WHEELER	288.77	288.77
AMERICAN SALVAGE & OUTDOOR POWER LLC [05540]	1/10/2016	A18277	2/10/2017	STIHL BACK PACK BLOWER	246.36	246.36
ANYTHING AUTOMOTIVE [10511]	12/22/2016	1466	2/10/2017	INTAKE MANIFOLD	377.50	377.50
ANYTHING AUTOMOTIVE [10511]	1/04/2017	1475	2/10/2017	IGNITION COIL	136.69	136.69
ANYTHING AUTOMOTIVE [10511]	1/18/2017	1489	2/10/2017	INTAKE MANIFOLD, COVER GASKETS, ANTIFREEZE	621.98	621.98
ANYTHING AUTOMOTIVE [10511]	1/19/2017	1495	2/10/2017	REAR BRAKE PADS, REAR BRAKE ROTOR	66.75	66.75
AREA DEVELOPMENT PARTNERSHIP [08075]	1/10/2017	2017	2/09/2017	MONTHLY SERVICE MONTHLY SERVICE	416.67	416.67
AT&T [08082]	1/10/2017	5368	2/10/2017	LAGOON PAGER	194.00	194.00
AT&T [08082]	1/10/2017	6015	2/10/2017	LAGOON PAGER	178.00	178.00
BARDING GENERATOR [04140]	1/10/2017	160811	2/10/2017	BATTERIES	508.85	508.85
BARDING GENERATOR [04140]	1/03/2017	160751	2/10/2017	AIR FILTER END CAP	85.77	85.77
BARDING GENERATOR [04140]	1/03/2017	160752	2/10/2017	HIGH PRESSURE POWER STEERING	137.86	137.86
BARDING GENERATOR [04140]	1/04/2017	160757	2/10/2017	REPAIR WIRING	65.00	65.00
BARDING GENERATOR [04140]	1/06/2017	160784	2/10/2017	BATTERY	277.90	277.90
BARDING GENERATOR [04140]	1/10/2017	160787	2/10/2017	BATTERY	151.45	151.45
BARDING GENERATOR [04140]	1/08/2017	160789	2/10/2017	HEATER CORE	200.75	200.75
BARDING GENERATOR [04140]	1/06/2017	160791	2/10/2017	TAIL LAMP	236.49	236.49
BARDING GENERATOR [04140]	1/09/2017	160795	2/10/2017	BATTERY	151.45	151.45
BARDING GENERATOR [04140]	1/09/2017	160801	2/10/2017	THERMOSTAT, GASKET, ANTIFREEZE	111.54	111.54
BARDING GENERATOR [04140]	1/12/2017	160839	2/10/2017	ALTERNATOR	290.95	290.95
BARDING GENERATOR [04140]	1/18/2017	160873	2/10/2017	STARTER AND LABOR	415.95	415.95
BARDING GENERATOR [04140]	1/17/2017	160869-	2/10/2017	STARTER AND LABOR ALTERNATOR AND LAE	464.45	464.45
BARDING GENERATOR [04140]	1/24/2017	160914	2/10/2017	BATTERY	197.95	197.95

CITY OF PETAL
MINUTE BOOK 35
EXHIBIT "D"

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their payable amounts.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their payable amounts.

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City of Petal (Wendy & Lynn) Accounts Payable Status Report

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City of Petal (Wendy & Lynn) Accounts Payable Status Report

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City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes sub-totals for Lynn Campfield and Melissa Martin.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their payable amounts.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their payable amounts.

EXHIBIT "D"

CITY OF PETAL MINUTE BOOK 35

City of Petal
(Wendy & Lynn) Accounts Payable Status Report

<u>Org Name & Lookup</u>	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>A/P Due Date</u>	<u>A/P Description</u>	<u>Original A/P Owed</u>	<u>Balance Due</u>
LegalShield [08899]	2/03/2017	2017-04	3/05/2017	Pay period ending 1/31/2017 - PrepaidLegal	7.98	7.98
MEMA [11819]	1/19/2017		1/19/2017	Amy Heath- City of Petal L273 Course- managing floodplain	100.00	100.00
MS Def Compensation [08896]	2/03/2017	2017-04	3/05/2017	Pay period ending 1/31/2017 - MSDefCompPT	170.00	170.00
MS Department of Revenue [08612]	2/03/2017	2017-05	3/05/2017	Correct K Minyard - SwtMS	43.00	43.00
MS Department of Revenue [08612]	2/03/2017	2017-04	3/05/2017	Pay period ending 1/31/2017 - SwtMS	4,301.00	4,301.00
MS Dept of Human Services [08452]	2/03/2017	2017-04	3/05/2017	Pay period ending 1/31/2017 - CSDeptHHS	122.50	122.50
New York Life [08897]	2/03/2017	2017-04	3/05/2017	Pay period ending 1/31/2017 - NewYorkLife	434.38	434.38
PERS [08516]	2/03/2017	2017-05	3/05/2017	Correct K Minyard - PERS, empPERS	350.21	350.21
PERS [08516]	2/03/2017	2017-04	3/05/2017	Pay period ending 1/31/2017 - PERS, empPERS	38,302.52	38,302.52
Southern States PBA, Inc. [08900]	2/03/2017	2017-04	3/05/2017	Pay period ending 1/31/2017 - PBA	70.50	70.50
SUN LIFE FINANCIAL [08623]	2/03/2017	2017-04	3/05/2017	Pay period ending 1/31/2017 - SunLifeBenefit	266.00	266.00
SUN LIFE FINANCIAL [08623]	1/26/2017		1/26/2017	Hold Jonathan Walley Feb 2017	5.60	5.60
UNITED HEALTH CARE INSURANCE C [08659]	2/03/2017	2017-04	3/05/2017	Pay period ending 1/31/2017 - UHCHealthBenefit, UHCHealthPT, UHCVisioPT	33,365.31	33,365.31
United Way [08898]	2/03/2017	2017-04	3/05/2017	Pay period ending 1/31/2017 - UnitedWay	1.00	1.00
Total for Wendy Lampton					83,482.25	83,482.25
			Report Total:		592,685.56	592,685.56

EXHIBIT "E"

STANDARD FORM of AGREEMENT
between CONTRACTOR and CITY of PETAL
for DEBRIS REMOVAL SERVICES
("Contract")

THIS CONTRACT, is made and entered into on this the 30th day of January 2017, by and between the **D&J Enterprise, Inc.**, (herein referred to as "Contractor" and the City of Petal of the State of Mississippi (herein referred to as "City").

WITNESSETH:

- WHEREAS**, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the property limits of the City; and
- WHEREAS**, the City has suffered the full force and effects of a major storms and the resulting destruction brought upon the City; and
- WHEREAS**, the public health and safety of all citizens will be at serious risk; and
- WHEREAS**, the immediate economic recovery is the City's major concern and the primary priority and recovery; and
- WHEREAS**, contractors have the experience, equipment, manpower, permits, and licenses to perform the storm-related debris services; and
- WHEREAS**, the City and Contractor have agreed to the scope of services, prices, terms, and conditions as set out in this contract;

4) Insurance Cancellation/Renewal

The Contractor will notify the City at least thirty (30) days in advance of cancellation, non-renewal, or adverse change to the required insurance. New certificates of insurance are to be provided to the City at least ten (10) days following coverage renewals or changes.

City to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written "Notice to Proceed."

4.3 Conduct of Work

The Contractor shall be responsible for planning and conduction of all operations in a satisfactory workmanship manner. All operations shall be conducted under the review of a City representative. The Contractor shall have and require strict compliance with a written Code of Ethics.

4.4 Supervision

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor. All communications given to the supervisor by the City authorized representation shall be as binding as if given to the Contractor.

4.5 Damages

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing infrastructure. The Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors as set out in herein paragraph 1.0 of this Contract.

4.6 Other Contractor(s)

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state, and local government and of any private utility and shall not interfere with their work.

4.8 Disposal of Debris

Unless otherwise directed by the City, the Contractor shall be responsible for transportation of debris to the Pinebelt Regional Landfill. The contractor shall

1.0 SERVICES

Scope of Contracted Services

The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision, and all other services and facilities of any nature necessary to execute, complete, and deliver the timely debris removal of approximately 125,000 cubic yards of debris located on City of Petal Right of Way. The Contractor shall haul vegetative, C&D, and white goods from within the City ROW to the Pine Belt Waste Authority dump site located off Highway 29 in Ranelstown. The City of Petal shall be responsible for all tipping fees associated with the dump site.

responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontractors have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the City. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the City.

2.0 PERFORMANCES of SERVICES

2.1 Description of Service

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment, and workmanship not conforming to the Contractor or meeting the approval of the City may be rejected. Replacement and/or rework, as required, will be accomplished at no additional cost to the City.

2.2 Cost of Services

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the City, including but not limited to that which is set out in herein paragraph 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance

A. Subcontractor(s)

The Contractor may utilize the service of subcontractors and shall be

NOT be responsible for costs associated with disposal at the landfill site.

5.0 GENERAL TERMS and CONDITIONS

5.1 Operation of Equipment

The Contractor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state, and local rules and regulations. Equipment shall be in good working condition. No equipment shall be allowed outside of the public right-of-way unless otherwise directed by the City.

5.2 Certification of Load Carrying Capacity

The measured volume shall be calculated from the tickets acquired by the City while collecting the debris. The tickets shall constitute final measurement.

5.3 Traffic Control

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest *Manual of Uniform Traffic Control Devices*. The Contractor shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction, and/or disposal sites.

5.4 Work Day/Hours

Debris removal operations may be conducted 14 hours a day, 7 days per week from safe light to safe light.

5.5 Work Safety

The Contractor shall provide and enforce a safe work environment as prescribed in the *Occupational Safety and Health Act of 1970*, as amended. The Contractor will provide such safety equipment, training, and supervision as may be required by the City and/or government. The Contractor shall ensure that its subcontractors contain a similar safety provision.

B. Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, cost, and expense (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors, or employees in the performance of this contract.

C. Insurance(s)

The Contractor agrees to keep the following insurance in full force and effective during the term of this Contract. The Contractor must also name the City as additional insured while working within the boundaries of the City.

1) Worker's Compensation

Coverage per the City requirements.

2) Automobile Liability

Coverage per the City requirements.

3) Comprehensive General Liability

Coverage per the City requirements.

5.6 Inspection and Testing

All debris shall be subject to adequate inspection by the City or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state, and local laws. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentations.

5.7 Other Agencies

The term "government" as used in this Contract refers to those governmental agencies that may have a regulatory or funding interest in the Contract.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTS

6.1 Report Maintenance

Contractor will be subject to audit by federal, state, and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, and Contract correspondence for a period of not less than three (3) years.

6.2 Contract File Maintenance

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the City, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 Billing Cycle

The Contractor shall invoice the City monthly until completion of the work to the City's satisfaction.

7.2 Pricing

Pricing shall be as shown in Exhibit I.

7.3 Payment Responsibility

EXHIBIT "E"

The City agrees to accept the Contractor's invoice(s) and supporting documentation and process said invoices for payment within forty five (45) business days. The City will advise the contractor within five (5) business days of receiving any service invoice that requires additional information for approval to process for payment.

7.4 Unit Price/Service Negotiations

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices. Any amendments, extension, or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the City and the Contractor and subject to the review of the government.

8.0 MISCELLANEOUS

8.1 Notice

Whenever in the Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

To Contractor at: 3495 Lee Road 10
Address
Auburn, AL 36832
City/State/Zip

To City at: 119 W. Eighth Avenue
Address
Petal, MS 39465
City/State/Zip

8.2 Applicable Law

The law of the State of Mississippi shall govern this Contract.

8.3 Entire Contract

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between parties with respect to the matters contained herein. This Contract supersedes any prior contracts and/or understandings relating to or extended by a written instrument executed by both parties as per Section 8.1 of this Contract.

8.4 Waiver

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a confirming waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability

If any provision of this Contract is deemed or becomes invalid, illegal, or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

8.6 Payment / Performance Bond

The Contractor agrees to furnish a bond, with an approved surety thereon guaranteeing the payment and performance of this contract, in no less than one hundred percent (100%) of the amount of the Contract. Said Bonds shall be conditioned on full and complete performance of the Contract. The Surety on said Bonds shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

8.7 Clean-up

The contractor shall clean up behind the work as much as is reasonably possible as the work progresses. Upon completion of the work, and before acceptance of and final payment for the project by the owner, the contractor shall remove

all his surplus and discarded materials, excavated material, and rubbish from the roadways, sidewalks, parking areas, lawns, and all adjacent property; shall clean his portion of work involved in any building under this contract so that no further cleaning by the owner is necessary prior to his occupancy; shall restore all property, both public and private, that has been disturbed or damaged during the prosecution of the work, and shall leave the whole in a neat and presentable condition.

8.8 Sanitary Provisions

The general contractor shall furnish necessary toilet conveniences secluded from public observation for use of all personnel on the work site, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. The general contractor shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the work and the premises shall be left clean.

8.9 Work

The work shall consist of clearing and removing any and all "eligible" debris primarily from the public right-of-way (ROW) of streets and roads, as directed by the City or its duly appointed designee. Work will include 1) examining debris to determine whether or not debris is eligible; 2) hauling the debris; 3) hauling the debris to an approved dumpsite or landfill; and 4) dumping the debris at the dumpsite or landfill. Ineligible debris will not be loaded, hauled, or dumped under this contract. Debris removal shall include all eligible debris found on the ROW within the area designated by the City. The City may specify any eligible debris within the ROW which should not be removed, or which should be removed at a later time. The Contractor shall make as many passes through the designated area as required by the City. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract, unless specifically authorized by the City.

8.10 Dump Site

The dumpsite operator shall direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations. The City makes no representations regarding the turn-around time of the dumpsites.

8.11 Termination for Convenience

During the term of this CONTRACT, the CITY reserves the right to terminate this CONTRACT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONTRACTOR, notwithstanding any just claims by the CONTRACTOR for payment of SERVICES rendered prior to the date of termination. The CITY shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONTRACTOR in the packaging and shipment of all documents covered by this CONTRACT to the CITY. In no event shall the CITY be liable for lost profits or other consequential damages.

8.12 Compliance with Executive Order 11246 (44 CFR 13.36(f)(3))

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the

said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to its subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such

litigation to protect the interests of the United States.

8.13 Compliance with Copeland Anti-Kickback Act (44 CFR 13.36(f)(4))

Compliance with the Copeland "Anti-Kickback" Act
(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance with any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

8.14 Compliance with the Contract Work Hours and Safety Standards Act (44 CFR 13.36(f)(6))

Compliance with the Contract Work Hours and Safety Standards Act
(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable in the United States in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including workmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

8.15 Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting (44 C.F.R. § 13.36(f)(7))

Notice of Federal Emergency Management Agency (FEMA) Reporting Requirements and Regulations (1) General. The City is using Public Assistance grant funding awarded by FEMA to the City of Petal to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under declaration FEMA-4295, FEMA requires the City of Petal to provide various financial and performance reporting.

a. It is important that the contractor is aware of these reporting requirements, as the City may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to Petal which, in turn, will enable Petal to satisfy reporting requirements to FEMA.

b. Failure of Petal to satisfy reporting requirements in FEMA is a material breach of the FEMA State Agreement, and could result in loss of Federal financial assistance awarded to fund this contract.

(2) Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
a. 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)

b. 44 C.F.R. § 13.41 (Financial Reporting)

c. 44 C.F.R. § 13.50(b) (Reports)

d. 44 C.F.R. § 206.204(f) (Progress Reports)

e. FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedure (Dec. 2013)

f. FEMA-State (or Tribal) Agreement
(3) Financial Reporting. The City of Petal is required to submit to the following financial reports to FEMA:
a. Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-4295.

b. Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports (until submission of the final report described in the following subparagraph) Reports are due on January 30, April 30, July 30, and October 30.

c. Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

(4) Performance Reporting. The City is required to submit to the following financial reports to FEMA:
a. Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-4295.

EXHIBIT "E"

b. Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

c. Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

8.16 Access to Records (44 C.F.R. § 13.36(f)(10))

Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Petal, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

8.17 Retention of Records (44 C.F.R. § 13.36(f)(11))

Retention of Records. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the City of Petal, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

8.17 Compliance with the Clean Air Act and Clean Water Act (44 C.F.R. § 13.36(f)(12))

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FFMA Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

(2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

8.18 Energy Efficiency (44 C.F.R. § 13.36(f)(13))

Energy Conservation. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.19 Suspension and Debarment

Suspension and Debarment


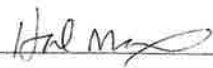
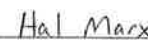
(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.935), or its affiliates (defined at 2 C.F.R. § 180.945) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into

(3) This certification is a material representation of fact relied upon by Petal. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Petal, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the City has caused this Contract to be signed in its legal corporate name by the person authorized to execute said Contract as of the day and year first written above on page one.

De J Enterprises, Inc. **CITY OF PETAL**
CONTRACTOR
by:  by: 
Chip Stacc 
Print Name Print Name
Vice President Mayor
Title Title

ATTEST:

by: 
Melissa Martin
Print Name
City Clerk
Title

EXHIBIT 1

Item	Description	Cost	Unit
1	Eligible Vegetative and Construction debris removal from public property, public rights of way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled to TDS or Final Site.	\$5.98	CY
2	Remove, load, haul, recycle and disposal of eligible White Goods. Includes compliance with EPA and State requirements for making white goods disposable. Validated loads picked up at designated work zones, hauled to Petal Temporary Staging site, and removal of hazardous materials.	\$45.00	CY
3	Hazardous Stumps- Extraction, Haul and Disposal. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk 24" to <48 inches.	\$65.00	Unit
4	Hazardous Stumps- Extraction, Haul and Disposal. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk 48 inches or greater.	\$115.00	Unit
5	Fill Soil as directed by the City; place compatible fill soil in ruts created by equipment and vehicles; holes created by removal of hazardous stumps and other areas that pose a significant threat to public health and safety.	\$8.00	CY
6 (a)	Removal of hazardous hanging limbs 2" to 5.99"	\$25.00	EA
6 (b)	Removal of hazardous hanging limbs 6" to 12"	\$40.00	EA
6 (c)	Removal of hazardous hanging limbs 12" and greater	\$35.00	EA
6 (d)	Removal of hazardous standing trees 6" 11.99" in diameter	\$65.00	EA
6 (e)	Removal of hazardous standing trees 12" 23.99" in diameter	\$105.00	EA
6 (f)	Removal of hazardous standing trees 24" 35.99" in diameter	\$140.00	EA
6 (g)	Removal of hazardous standing trees 36" 47.99" in diameter	\$165.00	EA
6 (h)	Removal of hazardous standing trees 48" in diameter and greater	\$185.00	EA
7	Vehicle and Marine Debris Removal & Disposal	\$75.00	EA

EXHIBIT "E"

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No 106660559

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): D & J Enterprises, Inc. 3495 Lee Road 10 Auburn, AL 36832	SURETY (Name and Principal Place of Business): Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183
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CONTRACTOR (Name and Address):
City of Petal
119 W. Eighth Avenue
Petal, MS 39465

CONSTRUCTION CONTRACT
Date: January 30, 2017
Amount: (\$ 747,500.00) Seven Hundred Forty Seven Thousand Five Hundred Dollars and 00/100
Description (Name and Location): 2017 Tornado Debris Removal

BOND
Date (Not earlier than Construction Contract Date): January 30, 2017
Amount: \$ 747,500.00 Seven Hundred Forty Seven Thousand Five Hundred Dollars and 00/100
Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL Company: <u>D & J Enterprises, Inc.</u> (Corporate Seal) Signature: <u>[Signature]</u> Name and Title: _____	SURETY Company: <u>Travelers Casualty and Surety Company of America</u> (Corporate Seal) Signature: <u>[Signature]</u> Name and Title: <u>Amanda Jean Charfauros</u> Attorney-in-Fact Resident MS Agent / Bottrell Insurance
--	--

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT OR BROKER:
Bottrell Insurance
P. O. Box 1490
Jackson, MS 39215-1490
601-960-8200

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):
Shows, Dearman and Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401

AIA DOCUMENT A312 - PERFORMANCE BOND AND PAYMENT BOND - DECEMBER 1984 ED. - AIA © THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006
THIRD PRINTING - MARCH 1987 A312-1984 1

Form 72-15-02

MISSISSIPPI DEPARTMENT OF REVENUE
P.O. BOX 1033 JACKSON, MS 39215
RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING, AND SPECIAL FUEL (DIESEL FUEL) TAX BOND

Sales Tax Account ID: _____

STATE OF MISSISSIPPI BOND NUMBER 106660559

Rider is attached to and becomes a part of a certain performance and/or payment bond executed by:
J Enterprises, Inc., 3495 Lee Road 10, Auburn, AL 36832 as Principal,
Name Address City State Zip
in favor of City of Petal, 119 W. Eighth Avenue, Petal, MS 39465 as Oblige,
Name Address City State Zip
And covering a contract dated January 30, 2017 for the construction of
2017 Tornado Debris Removal
(Name Project and Describe)

WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as amended, the said Principal is required to and has furnished this bond guaranteeing payment of all taxes, damages, interest and penalties which may accrue to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of entering into said contract.

NOW, THEREFORE, in addition to the obligations set forth in the attached bond, there is hereby imposed the additional obligation by the Rider that the Contractor shall promptly make payment when due all taxes, damages, interest and penalties which may accrue during that time to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of the execution of the aforesaid contract.

NOTWITHSTANDING the tax information and return confidentiality provisions contained within Miss Code Ann. § 27-65-1 et seq., § 27-67-1 et seq., § 27-7-1 et seq., § 27-13-1 et seq., and § 27-55-301 et seq., and amendments thereto, Principal hereby authorizes the Department of Revenue to release to Surety any information relating to any claim against said Surety made by the Department of Revenue which is covered by this bond.

SIGNED, SEALED AND DELIVERED, this 30th day of January, 2017.
Filed and Approved, this 2nd day of February, 2017.

COMMISSIONER: _____ PRINCIPAL: D & J Enterprises, Inc.
Countersigned by: _____ By: [Signature]
Amanda Jean Charfauros SURETY: Travelers Casualty and Surety Company of America
[Signature] Amanda Jean Charfauros
Amanda Jean Charfauros / Bottrell Insurance / 601-960-8200
Type or Print Name of Agent Telephone Number

- The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract; but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured performance and payment bonds executed by a surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the full amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for

- which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment thereof to the Owner; or
 - Deny liability in whole or in part and notify the Owner citing reasons therefor.
 - If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
 - After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 - The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
 - The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 - Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Paragraph, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
 - Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
 - When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12. DEFINITIONS**
- Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: _____ (Corporate Seal) Signature: _____ Name and Title: _____ Address: _____	SURETY Company: _____ (Corporate Seal) Signature: _____ Name and Title: _____ Address: _____
--	---

EXHIBIT "E"

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 106660559

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): D & J Enterprises, Inc. 3495 Lee Road 10 Auburn, AL 36832
OWNER (Name and Address): City of Petal 119 W. Eighth Avenue Petal, MS 39465
CONSTRUCTION CONTRACT Date: January 30, 2017 Amount: (\$747,500.00) Seven Hundred Forty Seven Thousand Five Hundred Dollars and 00/100 Description (Name and Location): 2017 Tornado Debris Removal

BOND Date (Not earlier than Construction Contract Date): January 30, 2017 Amount: (\$ 747,500.00) Seven Hundred Forty Seven Thousand Five Hundred Dollars and 00/100 Modifications to this Bond: [X] None [] See Page 6

CONTRACTOR AS PRINCIPAL Company: D & J Enterprises, Inc. (Corporate Seal) Signature: [Signature] Name and Title: [Title]
SURETY Company: Travelers Casualty and Surety Company of America (Corporate Seal) Signature: [Signature] Name and Title: Amanda Jean Charfauros, Attorney-in-Fact, Resident MS Agent / Bottrell Insurance

AGENT or BROKER: Bottrell Insurance P. O. Box 1490 Jackson, MS 39215-1490 601-960-8200
OWNER'S REPRESENTATIVE (Architect, Engineer or other party): Shows, Dearman and Waits, Inc. 301 Second Avenue Hattiesburg, MS 39401

AIA DOCUMENT A312 - PERFORMANCE BOND AND PAYMENT BOND - DECEMBER 1984 ED. - AIA® THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006 THIRD PRINTING - MARCH 1987 A312-1984 4

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2 With respect to the Owner, this obligation shall be null and void if the Contractor:
2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4 The Surety shall have no obligation to Claimants under this Bond until:
4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
4.2 Claimants who do not have a direct contract with the Contractor:
1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
6.2 Pay or arrange for payment of any undisputed amounts.
7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Contractor.
8 Amounts owed by the Owner to the Contractor under the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond, by the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.
14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15 DEFINITIONS
15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



POWER OF ATTORNEY

- Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106660559 OR Project Description: 2017 Tornado Debris Removal Principal: D & J Enterprises, Inc. Obligor: City of Petal

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, Amanda Jean Charfauros, of the City of Jackson, State of MS, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, United States Fidelity and Guaranty Company



State of Connecticut City of Hartford ss. By: Robert L. Ranney, Senior Vice President

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.) CONTRACTOR AS PRINCIPAL Company: (Corporate Seal) Signature: Name and Title: Address: SURETY Company: (Corporate Seal) Signature: Name and Title: Address:

On this the 24th day of June, 2016, before me personally appeared Robert L. Ranney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021. Marie C. Tetreault, Notary Public



EXHIBIT "E"

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointees such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognitions, contracts of indemnity, and other writings obligatory in the nature of a bond, recognition, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Assistant Secretary may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognition, contract of indemnity, or writing obligatory in the nature of a bond, recognition, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of January 2017.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



WAIVER AND AUTHORIZATION TO RELEASE
CONFIDENTIAL TAXPAYER INFORMATION
Form 21-003

Name of Bonded Principal: D & J Enterprises, Inc.
Doing Business As (if applicable): _____
Street Address: 3495 Lee Road 10
City: Auburn State: AL
Mississippi Taxpayer Tax Identification No.: _____
Name of Surety: Travelers Casualty and Surety Company of America
Street Address: One Tower Square
City: Hartford State: CT
Bond No.: 108660559

Pursuant to the provisions of Section 27-65-21, Miss. Code Ann., the above-named bonded principal and surety have executed a tax bond in favor of the State of Mississippi, guaranteeing payment of sales taxes, use taxes, income taxes, franchise taxes, withholding taxes and/or petroleum taxes, as the case may be. The above-named taxpayer hereby waives the confidentiality provisions of sections 27-3-73, 27-7-1, et. seq., 27-13-1, et. seq., 27-55-1, et. seq. and 27-57-1 et. seq., Miss. Code Ann., as follows:

1. Bonded Principal authorizes the Mississippi State Tax Commission ("the Commission") and its employees to notify the referenced Surety of any unpaid tax assessment(s) the Commission may make against the bonded principal for unpaid tax liabilities as a result of an audit.
2. The disclosure(s) made pursuant to this waiver are being provided as a voluntary accommodation to the Surety and the Commission is under no legal obligation to make said disclosure. The express purpose of the disclosure is to notify a Surety of a possible liability it may be obligated to pay under the terms of the referenced bond and in an effort to effect the collection on said assessment(s). The notification described by Section 1 shall be made promptly after the assessment is made and within the time necessary for the Bonded Principal to file an appeal.
3. The assessment is not a finally determined liability and may be subject to appeal and/or adjustment.
4. This waiver does not create an automatic right of representation of the bonded principal by the Surety. However, the Surety may participate in the administrative appeal process with the express consent of the bonded principal.
5. Neither the existence and/or substance of this waiver nor the failure of the Commission to make a disclosure pursuant to this waiver prohibits the Commission from exercising its rights against the Surety pursuant to Section 27-65-57, Miss. Code Ann.
6. The waiver and authorization to release confidential taxpayer information shall be effective until the Commission receives written notification from the bonded principal that this waiver and authorization to release confidential information is rescinded.



D&JENTE-02 ACOOK
DATE (MM/DD/YYYY) 1/31/2017
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

PRODUCER: Fisher Brown Bottrell Insurance, Inc.
P. O. Box 1490
Jackson, MS 39215
CONTACT: Angie Cook, CIC, PIAM
PHONE: (601) 960-5244 FAX: (601) 208-3044
EMAIL: acook@fbbins.com
INSURERS AFFORDING COVERAGE: INSURER A: Zurich American Insurance Company 16535
INSURER C: Travelers Property Casualty Company of America 25674
INSURER D: _____
INSURER E: _____
INSURER F: _____

COVERAGES CERTIFICATE NUMBER: _____ REVISION NUMBER: _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR POLICY <input checked="" type="checkbox"/> EACH POLICY <input type="checkbox"/> AGGREGATE OTHER: _____	<u>GLO37570007</u>	<u>02/01/2017</u>	<u>02/01/2018</u>	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES/OCCUPANCY \$ 100,000 MED EXP. (MAX. \$50,000/PERSON) \$ 10,000 PERSONAL & ADJ. INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG. \$ 2,000,000
A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> MIXED AUTOS ONLY <input type="checkbox"/> SO-CALLED <input type="checkbox"/> NON-SO-CALLED	<u>BAP375759607</u>	<u>02/01/2017</u>	<u>02/01/2018</u>	COMBINED SINGLE LIMIT (MAX. AGGREGATE) \$ 1,000,000 BODILY INJURY (PER PERSON) \$ _____ BODILY INJURY (PER INCIDENT) \$ _____ PROPERTY DAMAGE (PER INCIDENT) \$ _____
B UMBRELLA LIAB. <input checked="" type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> RETENTION CLAIMS MADE OTHER: _____	<u>ZUP41M928317NF</u>	<u>02/01/2017</u>	<u>02/01/2018</u>	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROFESSIONAL/PERFORMER/EXECUTIVE (Mandatory in MS) If any describe each DESCRIPTION OF OPERATIONS below	<u>WC375759807</u>	<u>02/01/2017</u>	<u>02/01/2018</u>	PER STATUTE <input checked="" type="checkbox"/> PER POLICY S.L. EACH ACCIDENT \$ 1,000,000 S.L. DISEASE - EA EMPLOYEE \$ 1,000,000 S.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability, Auto Liability & Umbrella Liability policies contain blanket additional insured wording on a primary & non-contributory basis when required by contract. General Liability includes completed operations when required by written contract. General Liability, Automobile Liability, Workers Compensation & Employers Liability policies contain blanket waiver of subrogation wording when required by written contract.

2017 Tornado Debris Removal

CERTIFICATE HOLDER: City of Petal
119 W. Eighth Avenue
Petal, MS 39468
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: *[Signature]*

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

CHAPTER 4, ARTICLE 1 AMENDED:

SECTION 4.8 of City of Petal Code of Ordinances is to read as follows:

No beer, light wine, or alcoholic beverages shall be in an opened container unless the same be in a private residence or a business establishment duly licensed for the on-premises consumption of beer, light wines or alcoholic beverage, and within a structure not open to public view and meeting all safety, health and building codes of the City of Petal and the State of Mississippi.

The above and foregoing amendments to the Code of Ordinances being deemed necessary for public safety shall take effect and be in force immediately.

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

Those present and voting "YEA" and in favor of the passage, adoption and approval of Sections I, II, and III of the foregoing Ordinance:

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

Those present and voting "NAY" or against the adoption of any Section of the foregoing Ordinance:

None

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

Alderman Brad Amacker
Alderman Craig Bullock
Alderman David Clayton

Alderman Tony Ducker
Alderman William King
Alderman Clint Moore
Alderman Steve Stringer

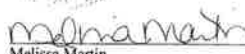
Those present and voting "NAY" or against the adoption of the foregoing Ordinance as a whole:

None

WHEREUPON, the foregoing Ordinance be and the same is hereby passed, adopted and approved on this, the 7th day of February, A.D., 2017.


Hal Marx
Mayor




Melissa Martin
City Clerk