

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 MARCH 21, 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 TOMMYE CORLEY AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY CRAIG BULLOCK

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

Request to adjust late fees and penalties assessed to 60 Grays Crossroad in the amount of \$207.56.

Request to set a zoning change hearing date of April 11, 2017 at 6:00 p.m. for 100 Wilson Drive.

Request to adjust water services billed to 506 Short Ford Dr in the amount of \$710.00 and late fees in the amount of \$114.00 due to a leak.

ORDERS & ORDINANCES

Request to hire Justin Garner part time in the Recreation Dept at a rate of \$9.00 per hour pending drug screen/physical results.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE THE MINUTES OF THE REGULAR MEETING OF MARCH 7, 2017

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF MARCH 7, 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 LOCAL EMERGENCY THAT BEGAN ON JANUARY 21, 2017

THEREUPON, ALDERMAN MOORE MADE A MOTION TO CONTINUE THE STATE OF LOCAL EMERGENCY THAT BEGAN ON JANUARY 21, 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 REFUND THE VARIANCE FILING FEE TO FIRST BAPTIST CHURCH IN THE AMOUNT OF \$50.00

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REFUND THE VARIANCE FILING FEE TO FIRST BAPTIST CHURCH IN THE AMOUNT OF \$50.00. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR A VARIANCE ALLOWING CONSTRUCTION OF A GARAGE AT 107 SHANNON DR

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO GRANT A VARIANCE ALLOWING CONSTRUCTION OF A GARATE CLOSER THAN 15' FROM THE PROPERTY LINE AT 107 SHANNON DR. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR A VARIANCE ALLOWING A FREESTANDING SIGN WITH AN OVERALL HEIGHT OF 25' AT 1140 EVELYN GANDY PARKWAY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO GRANT A VARIANCE ALLOWING A FREESTANDING SIGN WITH AN OVERALL HEIGHT OF 25' AT 1140 EVELYN GANDY PARKWAY. ALDERMAN MOORE SECONDED THE MOTION AND STATED THAT HE WOULD LIKE THE BOARD TO REVIEW SIGN REGULATIONS AND MAYBE MAKE SOME AMENDMENTS TO THE ORDINANCE.

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 A VARIANCE ALLOWING CONSTRUCTION OF A CARPORT ONE FOOT (1') FROM THE PROPERTY LINE AT 213 COCHRAN ST.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO GRANT THE VARIANCE. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

NONE

THOSE PRESENT AND VOTING "NAY"

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

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO GRANT A VARIANCE ALLOWING THE CONSTRUCTION OF A CARPORT NO LESS THAN FIVE FEET (5') FROM THE PROPERTY LINE AT 213 COCHRAN ST. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE MOTORCYCLE LEASE AGREEMENT WITH HARLEY DAVIDSON OF CENTRAL MISSISSIPPI

EXHIBIT "A"

LEASE AGREEMENT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE LEASE AGREEMENT FOR THE POLICE MOTORCYCLE WITH HARLEY DAVIDSON OF CENTRAL MISSISSIPPI FOR A PERIOD OF 24 MONTHS. 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 CHANCE GARDENER IN THE POLICE DEPT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF CHANCE GARDNER IN THE POLICE DEPT EFFECTIVE MARCH 14, 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 PRESENTED A REQUEST TO PAY HERRING CONTRACTING INVOICE #6853 IN THE AMOUNT OF \$4,975.00 FOR REPLACEMENT OF 8" SEWER LINE NEAR 122 E CENTRAL AVE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY HERRING CONTRACTING INVOICE #6853 IN THE AMOUNT OF \$4,975.00 FOR REPLACEMENT OF 8" SEWER LINE NEAR 122 E CENTRAL AVE. 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 PAY HERRING CONTRACTING INVOICE #6941 IN THE AMOUNT OF \$550.00 FOR WATER LEAK REPAIR NEAR 122 E CENTRAL AVE

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY HERRING CONTRACTING INVOICE #6941 IN THE AMOUNT OF \$550.00 FOR WATER LEAK REPAIR NEAR 122 E CENTRAL AVE. 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 PROPOSAL FROM HANCOCK PEST CONTROL FOR TERMITE TREATMENT AT FIRE STATION #1 ON FAIRCHILD DR.

EXHIBIT "B"

PROPOSAL

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PROPOSAL FROM HANCOCK PEST CONTROL FOR TERMITE TREATMENT AT FIRE STATION #1 ON FAIRCHILD DR AT A COST OF \$950.00 WITH AN ANNUAL RENEWAL OF \$150.00. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO INCREASE IT HOURS WITH JENSEN COMPUTER TECHNOLOGIES

EXHIBIT "C"

JENSEN CONTRACT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE MANAGED IT AGREEMENT WITH JENSEN COMPUTER TECHNOLOGIES AT AN INCREASE TO 35 HOURS PER MONTH AT A COST OF \$2,450.00 PER MONTH. 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 #2 IN THE AMOUNT OF \$39,020.96 TO MYERS UNDERGROUND UTILITIES FOR LYNN RAY ROAD BRIDGE PILE SPLICING.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ESTIMATE #2 IN THE AMOUNT OF \$39,020.96 TO MYERS UNDERGROUND UTILITIES FOR LYNN RAY ROAD BRIDGE PILE SPLICING 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 DISPOSE OF ONE (1) METRO COMPUTER, PROPERTY #00564, IN THE POLICE DEPT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE DISPOSAL OF ONE (1) METRO COMPUTER, PROPERTY #00564, IN THE POLICE DEPT. 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 PURCHASE FIFTEEN (15) MOTOROLA PORTABLE RADIOS AND TWO (2) MOTOROLA MOBILE RADIOS FROM JACKSON COMMUNICATION AT A STATE CONTRACT PRICE OF \$76,173.26

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE FIRE DEPT TO PURCHASE OF SEVENTEEN (17) MOTOROLA RADIOS FROM JACKSON COMMUNICATION AT A STATE CONTRACT PRICE OF \$76,173.26. 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 ACCEPT THE LEASE PURCHASE AGREEMENT WITH BANCORP SOUTH EQUIPMENT FINANCE FOR PURCHASE OF FIRE DEPT RADIOS

EXHIBIT "D"

RESOLUTION

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE FOREGOING RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH BANCORP SOUTH EQUIPMENT FINANCE. 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 FINANCIAL AUDIT OF THE PETAL LIBRARY FOR FYE2016.

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ACCEPT THE FINANCIAL AUDIT OF THE PETAL LIBRARY FOR FYE2016. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF FEBRUARY 2017.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF FEBRUARY 2017 FOR FILING. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 203 E 7TH AVE

THEREUPON, ALDERMAN STRINGER NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 203 E 7TH AVE IN THE AMOUNT OF \$110.40. 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 REVENUE & EXPENDITURES REPORT FOR THE MONTH OF FEBRUARY 2017

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF FEBRUARY 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 ADJUST LATE FEES AND PENALTIES BILLED TO 60 GRAYS CROSSROAD

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST LATE FEES AND PENALTIES BILLED TO 60 GRAYS CROSSROAD IN THE AMOUNT OF \$207.56. 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 SET A ZONING CHANGE HEARING DATE FOR PROPERTY LOCATED AT 100 WILSON DR

THEREUPON, ALDERMAN KING MADE A MOTION TO SET A ZONING CHANGE HEARING DATE OF APRIL 11, 2017 AT 6:00 P.M. FOR PROPERTY LOCATED AT 100 WILSON DR. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES AND LATE FEES BILLED TO 506 SHORT FORD DR DUE TO A LEAK

THEREUPON, ALDERMAN STRINGER NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE AN ADJUSTMENT TO WATER SERVICES IN THE AMOUNT OF \$710.00 AND LATE FEES IN THE AMOUNT OF \$114.00 BILLED TO 506 SHORT FORD DR. 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 LEE GILLILAND TO ATTEND SMOKE DIVER TRAINING ON MARCH 12 – 16, 2017 AT THE STATE FIRE ACADEMY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE LEE GILLILAND TO ATTEND SMOKE DIVER TRAINING AT THE STATE FIRE ACADEMY ON MARCH 12 – 16, 2017 AT A COST OF \$468.00. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR LEONARD FULLER TO ATTEND MS ASSOC OF CHIEFS OF POLICE CONFERENCE IN BILOXI, MS ON JUNE 20 -23, 2017.

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE LEONARD FULLER TO ATTEND MS ASSOC OF CHIEFS OF POLICE CONFERENCE IN BILOXI, MS ON JUNE 20 -23, 2017 AT A COST OF \$489.00. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER TRANSFERRING JUSTIN YAWN TO PART TIME IN THE POLICE DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
TRANSFER JUSTIN YAWN

IT IS HEREBY ORDERED THAT JUSTIN YAWN
BE TRANSFERRED TO PART TIME IN THE POLICE
DEPT AT A RATE OF \$11.00 PER HOUR EFFECTIVE
MARCH 15, 2017

SO ORDERED THIS THE 21ST DAY OF MARCH 2017

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING JUSTIN GARNER PART TIME IN THE RECREATION DEPT

ORDER

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

IT IS HEREBY ORDERED THAT JUSTIN GARNER
BE HIRED PART TIME IN THE RECREATION DEPT
AT A RATE OF \$9.00 PER HOUR EFFECTIVE MARCH 21, 2017
SO, ORDERED THIS THE 21ST DAY OF MARCH 2017

THEREUPON, ALDERMAN STRINGER 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 REPORTED THAT THERE WILL BE A CANDIDATE FORUM AT THE PETAL CIVIC CENTER ON MARCH 27, 2017 AT 6:30 P.M.

WHEREAS, MAYOR MARX CALLED FOR FURTHER PUBLIC COMMENT.

THERE WAS NONE.

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR 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

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

ALDERMEN DUCKER LEFT THE MEETING DURING EXECUTIVE SESSION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO RECESS THE REGULAR MEETING UNTIL THURSDAY, MARCH 30, 2017 AT 5:30 P. M. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDEMAN DAVID CLAYTON
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 RECESSED ON MARCH 21, 2017.


MAYOR HAL MARX



SEAL
ATTEST

MELISSA MARTIN, CITY CLERK

EXHIBIT "A"

03/15/2017 14:18 6013728171

HARLEYDAVIDSON

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03/15/2017 14:18 6013728171

HARLEYDAVIDSON

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MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the ____ day of ____ 20__, by and between Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and The City of Petal Police Dept., herein after referred to as "the Office or Lessee", whose address is 127 W. 8th Ave. Petal Ms. 39465, for the lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s)

WITNESSETH:

- 1. TERM OF LEASE:** The term of this Lease shall be for a period of 24 months, commencing when the leased vehicles are picked up from the Dealer by Lessee and properly signed for and received by the Lessee. At the end of this agreement, upon mutual consent of the parties hereto, the vehicles may be replaced with the newest model available. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement.
- 2. PAYMENT:** Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars (\$350.00), per month to commence on the ____ day of _____, 20__, and to continue thereafter on the ____ day of each month until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.
- 3. MISCELLANEOUS:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of \$ 600.00 per vehicle.
- 4. MAINTENANCE, REPAIRS and OPERATING EXPENSES:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicle(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicle(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s).

Any and all invoices or copies of the original invoices for services performed anywhere other than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

- 5. USE and SUBLEASING:** Lessee agrees the vehicle(s) (A) will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers, (B) will be kept free of all fines, liens and encumbrances; (C) will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and (D) will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicle(s) at the sole expense of the Lessee.
 - 6. INSURANCE:** During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.
 - 7. NOTICE of ACCIDENTS and COOPERATION:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).
 - 8. INDEMNIFICATION:** Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.
- Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.
- 9. LIMITATION of LIABILITY:** Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties

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HARLEYDAVIDSON

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covering the vehicle(s). In particular, Lessor makes no express warranties of vehicle condition, merchantability, durability or fitness for a particular purpose of use covering the vehicle(s), and Lessor expressly disclaims any such warranties.

- 10. RETURN of THE VEHICLE(S):** At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.
- 11.** Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s).
- 12.** The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.
- 13.** The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the ____ day of _____, 20__

HARLEY DAVIDSON I OF CENTRAKL MISSISSIPPI

By: _____
Homer Orr, Manager Police/
Fleet Sales and Leasing

Office/Lessee
By: [Signature]
Title: Manager, City of Petal

HANCOCK PEST CONTROL, INC.

EXHIBIT "B"
PO BOX 953

PETAL, MS 39465

601-545-9311

PROPOSAL

03/17/2017

**Proposal Submitted To: City of Petal
Fire Station #1
102 Fairchild Drive
Main Building**

We hereby submit specifications and estimates for:

Complete termite job to be performed on the main building at Fire Station #1. This building will be treated with **Termidor SC** at a cost of **(\$950.00)**. The yearly renewal will **(\$150.00)**. If we are allowed to perform this termite job all the fire stations will be under contract with us. This will also help prevent the fire ants around the building that has been an ongoing problem.

We want to thank the City of Petal for their many years of business, and to know how much we appreciate it.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICE. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. OWNER TO CARRY ALL NECESSARY INSURANCE.

Brit W. Hancock

DATE OF ACCEPTANCE: 3-24-17

SIGNATURE: Hal May

SIGNATURE: _____

EXHIBIT "C"

JensenComputer P: (601) 297-5396 | W: www.jensencomputers.net

Managed IT Agreement

Jensen Computer Technologies City of Petal
 Tony Leland 119 W. 8th Avenue
 (601) 297-5396 Petal, MS 39465
 tony@jensencomputers.net Hal Marx
 (601) 545-1776
 mayor@cityofpetal.com

Quote #: 000057
 Version: 1
 Delivery Date: 03/15/2017
 Expiration Date: 04/12/2017

Recurring Expenses Summary

Description	Amount
Managed Services	\$2,450.00
	\$2,450.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Jensen Computer Technologies

City of Petal

Signature: _____
 Name: Tony Leland
 Title: Solutions Design
 Date: 03/15/2017

Signature: Hal Marx
 Name: Hal Marx
 Date: 3-24-17

JensenComputer P: (601) 297-5396 | W: www.jensencomputers.net

Wednesday, March 15, 2017

City of Petal
 Hal Marx
 119 W. 8th Avenue
 Petal, MS 39465
 mayor@cityofpetal.com

Dear Hal,

Over the last several months, the City of Petal has seen an increase on the demand for IT services across each of it's departments. Due to the increase in demand, the city has gone over on their IT agreement hours each month for the past several months. Currently, the IT agreement includes 20 hours per month for IT services used. The City has averaged going over 10 hours per month over the last quarter. We are proposing to increase the amount of IT hours from 20 hours to 35 hours, an increase of 15 hours per month. The rate will go from \$1500 per month to \$2450 per month, an increase of \$950.

Thank you for your consideration and support.

Tony Leland
 Solutions Design
 Jensen Computer Technologies

JensenComputer P: (601) 297-5396 | W: www.jensencomputers.net

Managed Services

Description	Recurring	Qty	Ext. Recurring
Managed Service Current Managed Services Agreement Current block of time agreement covering services and monitoring. Managed IT agreement currently includes 22 hours/month. Support hours conform to a standard service level agreement and support available 24/7.	\$1,500.00	1	\$1,500.00
Managed Service Proposed Increase In Managed Services Proposed increase of 15 hours per month to total managed services agreement. Block of time agreement covering services and monitoring. Support hours conform to a standard service level agreement and support available 24/7.	\$950.00	1	\$950.00
			\$2,450.00

EXHIBIT "D"

7029 70125-018

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

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

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

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

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

Section 2. The Agreement is being issued in calendar year 2017.

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

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

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

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

Section 7. In calendar year 2017, Lessee has designated \$1,132,210 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 2017 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2017 will not exceed \$10,000,000.

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

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

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

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

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 21 day of March, 2017.

Hal Marx, Mayor
(presiding officer)/Title

ATTEST:
Melina Martin
(SEAL)