

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 JULY 15, 2014 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 STEVE STRINGER
OTHERS	ADA MADISON TOMMYE CORLEY ANNA BARRETT ROCKY EATON AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY TONY DUCKER

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

REQUEST TO SET A SPECIAL EXCEPTION HEARING DATE FOR 1014 S MAIN ST. (A HEATH)

REQUEST APPROVAL TO ADVERTISE FOR BIDS ON EVELYN GANDY PARKWAY LIGHTING. (J WEEKS)

REQUEST TO TERMINATE SHANE PICKETT IN THE FIRE DEPT. (MAYOR)

SEMINARS & TRAVEL

REQUEST FOR RECREATION STAFF TO ATTEND THE WORLD SERIES IN BAY ST LOUIS, MS ON FRIDAY JULY 25, 2014. TOTAL COST: 0 (T HARDGES)

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE THE MINUTES OF THE PUBLIC HEARING AND THE REGULAR MEETING OF JULY 1, 2014.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE PUBLIC HEARING AND THE REGULAR MEETING OF JULY 1, 2014 AS WRITTEN. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT.

THEREUPON, FRANK ODOM ADDRESSED THE BOARD ASKING FOR HELP WITH HIS WATER BILL. MR. ODOM IS ON DISABILITY AND HIS FIANCE HAS CANCER. HE HAS GOTTEN BEHIND ON THE WATER BILL AND ALL THE LATE FEES AND PENALTIES HAVE MADE IT HARD FOR HIM TO EVER CATCH UP.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST ALL PENALTIES AND LATE FEES OFF OF MR. ODOMS ACCOUNT AND TO SET MR. ODOM UP ON A HARDSHIP AGREEMENT. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX RECOGNIZED OFFICER DAVID HUTTO FOR HIS PART IN LIFE SAVING EFFORTS TAKEN BY THE POLICE AND FIRE DEPARTMENTS A COUPLE OF WEEKS AGO.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE SITE PLAN FOR HOLY BAPTIST TEMPLE OF FAITH CHURCH PROVIDED THAT THE NOTED CORRECTIONS ARE MADE PRIOR TO THE BOARD MEETING OF JULY 15, 2014.

THEREUPON, NOTING THAT THE CORRECTIONS HAVE BEEN MADE PER AMY HEATH AND JOHN WEEKS, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION AND APPROVE THE SITE PLAN FOR HOLY BAPTIST TEMPLE OF FAITH CHURCH. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO APPROVE THE SITE PLAN FOR WESLEY MEDICAL CLINIC PROVIDED THAT THE NOTED CORRECTIONS ARE MADE PRIOR TO THE BOARD MEETING OF JULY 15, 2014.

THEREUPON, VERIFICATION OF THE CORRECTIONS COULD NOT BE OBTAINED AT THIS TIME; ALDERMAN CLAYTON MADE A MOTION TO TABLE THE REQUEST. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO EXEMPT 34 BYRD RD FROM REQUIREMENT TO CONNECT TO THE SEWER.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO EXEMPT 34 BYRD RD FROM REQUIREMENT TO CONNECT TO THE SEWER DUE TO EXCESSIVE COST TO THE HOMEOWNER. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF CHANCE GARDENER IN THE POLICE DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF CHANCE GARDENER IN THE POLICE DEPT EFFECTIVE IMMEDIATELY. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF JUNE 2014.

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF JUNE 2014. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY HANCOCK BANK INVOICE IN THE AMOUNT OF \$2,530.00 FOR TRUSTEE FEES ON SPECIAL OBLIGATION BOND SERIES 2006.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY HANCOCK BANK INVOICE IN THE AMOUNT OF \$2,530.00 FOR TRUSTEE FEES ON SPECIAL OBLIGATION BOND SERIES 2006. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE CONTRACT WITH CSPIRE FOR CELLULAR SERVICE

EXHIBIT "A"

CONTRACT - CSPIRE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE CONTRACT TO RENEW CELLULAR SERVICE WITH CSPIRE. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR THE FY2012-2013.

EXHIBIT "B"

MUNICIPAL COMPLIANCE QUESTIONNAIRE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR THE FY2012-2013. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE AGREEMENT WITH WRIGHT CPA GROUP FOR AUDIT SERVICES

EXHIBIT "C"

AGREEMENT – WRIGHT CPA

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE AGREEMENT WITH WRIGHT CPA GROUP FOR AUDIT SERVICES. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO DESTROY ONE (1) WOODEN DESK, ASSET #1590 IN THE POLICE DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE DISPOSAL OF ONE (1) WOODEN DESK, ASSET #1590 IN THE POLICE DEPT. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF DORIS WALTERS IN THE SENIOR CENTER

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF DORIS WALTERS IN THE SENIOR CENTER EFFECTIVE JULY 3, 2014. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A PROPOSAL FROM MUNICODE FOR CODIFICATION OF THE CITY'S ORDINANCES

EXHIBIT "D"

PROPOSAL – MUNICODE

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE PROPOSAL FROM MUNICODE FOR CODIFICATION OF THE CITY'S ORDINANCES. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST LATE FEES AND PENALTIES CHARGED TO 220 CROSS CREEK DR.

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST THE LATE FEES AND PENALTIES CHARGED TO 220 CROSS CREEK DR. ALDERMAN AMACKER 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 STEVE STRINGER

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 225 MICHAEL LOOP

THEREUPON, ALDERMAN STRINGER NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 225 MICHAEL LOOP IN THE AMOUNT OF \$142.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 386 LEEVILLE RD

THEREUPON, ALDERMAN STRINGER NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 386 LEEVILLE RD IN THE AMOUNT OF \$64.50. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 202 W 2ND AVE
THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO
AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 202 W 2ND AVE IN THE AMOUNT OF
\$27.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FY2015 PINE BELT REGIONAL SOLID WASTE MANAGEMENT
AUTHORITY BUDGET AND DISPOSAL RATES.

EXHIBIT "E"

LETTER SETTING RATES

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO APPROVE THE FY2015 PINE BELT REGIONAL SOLID
WASTE MANAGEMENT AUTHORITY BUDGET AND DISPOSAL RATES OF \$39.00 PER TON EFFECTIVE JULY 1,
2014. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING PROOFS OF PUBLICATION

- PUBLIC NOTICE – VARIANCE HEARING TRUSSELL ROAD

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE FOREGOING PROOFS 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF MAY
2014

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT
FOR THE MONTH OF MAY 2014. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF JUNE 2014

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF JUNE 2014. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY ESTIMATE #5 IN THE AMOUNT OF \$195,123.57 TO FAIRLEY CONSTRUCTION FOR BYRD BLVD. EXT.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ESTIMATE #5 IN THE AMOUNT OF \$195,123.57 TO FAIRLEY CONSTRUCTION FOR BYRD BLVD. EXT 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A SPECIAL EXCEPTION HEARING DATE FOR PROPERTY LOCATED AT 1014 S MAIN ST

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET A SPECIAL EXCEPTION HEARING DATE OF AUGUST 12, 2014 AT 6:00 P.M. FOR PROPERTY LOCATED AT 1014 S MAIN ST. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADVERTISE FOR BIDS ON EVELYN GANDY PARKWAY LIGHTING.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS ON EVELYN GANDY PARKWAY LIGHTING PURSUANT TO PLANS AND SPECIFICATIONS PREPARED BY SHOWS, DEARMAN & WAITS. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR THE RECREATION STAFF TO ATTEND THE WORLD SERIES IN BAY ST LOUIS, MS ON JULY 25, 2014.

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE RECREATION STAFF TO ATTEND THE WORLD SERIES IN BAY ST LOUIS, MS ON JULY 25, 2014 AT NO COST. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER DECLARING ALDERMAN WARD 3 VACATED AND SETTING A SPECIAL ELECTION

EXHIBIT "F"

ORDER

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

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 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION. 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO TERMINATE SHANE PICKETT IN THE FIRE DEPT.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO TERMINATE SHANE PICKETT IN THE FIRE DEPT EFFECTIVE IMMEDIATELY. 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

THOSE PRESENT AND VOTING "NAY"

ALDERMAN STEVE STRINGER

WHEREAS, MAYOR MARX CALLED FOR FURTHER PUBLIC COMMENT

THEREUPON, PASTOR RILEY WITH HOLY TEMPLE CHURCH ADDRESSED THE BOARD WITH THANKS TO EVERYONE FOR THE CONSIDERATION GIVE TO THEIR CHURCH AND THEY ARE GLAD TO BE A PART OF PETAL.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLATYON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

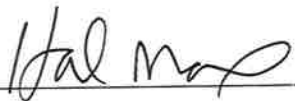
THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON JULY 15, 2014.



SEAL

ATTEST


MELISSA MARTIN, CITY CLERK


MAYOR HAL MARX

MAYOR HAL MARX

EXHIBIT "A"

GOVERNING AUTHORITY SUPPLEMENT TO
MASTER CELLULAR VOICE AND DATA SERVICE AND EQUIPMENT
AGREEMENT
BETWEEN
CELLULAR SOUTH, INC. D/B/A C SPIRE WIRELESS
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI

This document shall serve as a Governing Authority Supplement (the "Supplement") to the original Master Cellular Voice and Data Service and Equipment Agreement executed June 26, 2007, and amended on September 5, 2007, January 21, 2009, September 2, 2009, December 1, 2009, February 16, 2010, October 8, 2010, March 29, 2011, June 16, 2011, October 18, 2011, and November 11, 2011 (hereinafter collectively referred to as "Master Agreement") between Cellular South, Inc. d/b/a C Spire Wireless, a Mississippi corporation having its principal offices at 1018 Highland Colony Parkway, Suite 520, Ridgeland, Mississippi 39157, (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services, having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi. It is understood that this Supplement is entered into as of the date it is signed by all Parties (the "Effective Date") by and between Contractor and City of Petal having its principal offices at 119 West Eighth Avenue, Petal, Mississippi 39465 (hereinafter referred to as "Governing Authority"). Contractor and Governing Authority are sometimes referred to collectively herein as the "Parties" and individually as a "Party".

WHEREAS, ITS, pursuant to Request for Proposals ("RFP") No. 3489, requested proposals for the acquisition of master agreements containing the terms and conditions which will govern any orders placed by ITS or other designated entities during the term of this Master Agreement for cellular voice and data service (collectively referred to as "Services") and Products, which will be administered by ITS;

WHEREAS, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide the above-mentioned Services and Products;

WHEREAS, the Master Agreement is E-Rate qualified for those Products and Services that are E-Rate reimbursable; and

WHEREAS, Contractor and Governing Authority desire to enter into the Supplement to specify certain terms and conditions upon which Governing Authority may purchase the Products and Services from Contractor;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the Parties hereto agree as follows:

discounts or price decreases negotiated under the Master Agreement and/or additional Products and Service plans added to the Master Agreement will be made available to Governing Authority by Contractor under this Supplement.

6) This Supplement has been duly authorized by both Parties and it represents a binding obligation of both Parties.

7) This Supplement may only be amended in a writing executed by both Parties. This Supplement may be executed in counterparts and sent via facsimile or email, and the counterparts, when combined, shall constitute one binding instrument.

8) Any notice required or permitted to be given under this Supplement shall be in writing and personally delivered or sent by electronic means provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the Party to whom the notice should be given at their address set forth below:

If to Contractor: Cellular South, Inc. d/b/a C Spire Wireless
1018 Highland Colony Parkway, Suite 520
Ridgeland, MS 39157
Attention: Janice Fitzgerald
Manager, Government Accounts
Email: msgov@cspire.com

If to Governing Authority: City of Petal
119 West Eighth Avenue
Petal, MS 39465
Email: mmartin@cityofpetal.com

Notice shall be deemed given when actually received or when refused. Either Party may change their address by giving the other Party written notice of such address change in compliance with this Section.

[Signature Page Follows]

1) The initial term of this Supplement begins on the Effective Date and continues for a period of two (2) years (the "Initial Term"). At the end of the Initial Term this Supplement may, upon the written agreement of the Parties, be renewed on a month to month basis or such other term as the Parties may agree upon (each a "Renewal Term") until such time as either Party gives the other Party thirty (30) days prior written notice of termination. The Initial Term and any Renewal Term are sometimes collectively referred to herein as the "Term".

2) It is understood and agreed that during the Term, Contractor shall be the designated provider of all Services and Products for Governing Authority. Any exceptions will be on a case-by-case basis for specific Products for which adequate coverage cannot be provided by Contractor or for specific business requirements for which functionality cannot be provided by Contractor.

3) During the Term, Governing Authority may purchase Products which are free ("Free Products") under the terms and conditions set forth in the Master Agreement.

4) During the Term, Governing Authority may purchase Products which have an initial purchase price ("Purchased Products") under the terms and conditions of the Master Agreement and on the same terms and conditions Contractor provides to its other customers as updated from time to time on Contractor's website at www.cspire.com (the "Contractor Terms"). The Contractor Terms include, but are not limited to, requirements for contract terms, liquidated damages termination fees, and upgrade policies and fees. By executing this Supplement, Governing Authority acknowledges and agrees that Governing Authority is agreeing to be bound by such Contractor Terms as are in effect at the time of Governing Authority's or its employees' activation of such Purchased Products. For example, Governing Authority could elect to purchase a particular Purchased Product for full retail price, in which case no liquidated damages termination fees would apply, or Governing Authority could elect to purchase a particular Purchased Product at the promotional price. If Governing Authority elected to purchase such Purchased Product at the promotional price, then Governing Authority must agree to maintain Service with Contractor for a set period of time (currently two (2) years) or else prorated liquidated damages termination fees would apply if Governing Authority terminated Service earlier than two (2) years after activation of the Purchased Product, regardless of the Term of this Supplement. This means that if Governing Authority activated a Purchased Product at the promotional price within the last three (3) months of the Term, for example, and Governing Authority subsequently terminated this Supplement at the end of the Term, then Governing Authority would owe Contractor a liquidated damages termination fee equal to the remainder of the promotional contract term (21 months) times the applicable liquidated damages termination fee. Governing Authority's right to purchase Purchased Products as set forth in this Section 4 is in addition to Governing Authority's right to purchase Free Products under the terms of the Master Agreement.

5) Contractor shall provide the Products and Services detailed in Exhibit A to this Supplement, at the prices shown therein. Except as expressly set forth in this Supplement, the terms and conditions of the Master Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Supplement and the terms of the Master Agreement, the terms of this Supplement shall prevail but only to the extent of the conflict. Any additional

IN WITNESS WHEREOF, the Parties have caused this Supplement to be executed by their authorized undersigned representatives effective as of the Effective Date.

Governing Authority:

City of Petal

By: Hal Marx
Authorized Signature

Printed Name: Hal Marx

Title: Mayor

Date: 7-25-14

Supplemental Term Dates:
December 7, 2013 - December 6, 2015

Contractor:

Cellular South, Inc. d/b/a C Spire Wireless

By: _____
Authorized Signature

Printed Name: Brian Caraway

Title: Senior Vice President

Date: _____

EXHIBIT "B"

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality: City of Petal, PO Box 564, Petal MS 39465
2. List the date and population of the latest official U.S. Census or most recent official census: 2010, Pop. 10,454
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney). See attached
4. Period of time covered by this questionnaire:
From: 10/01/2012 To: 9/30/2013
5. Expiration date of current elected officials' term: June 30, 2017

IV-B0

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) Y
 2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
 3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
 4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
 5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
 6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y
 7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
 8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y
 9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y
- If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) n/a

IV-B2

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y
3. Are municipal records open to the public? (Section 25-61-5) Y
4. Are meetings of the board open to the public? (Section 25-41-5) Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
5. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) Y
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Municipal clerk (Section 21-15-38) Y
 - Deputy clerk (Section 21-15-23) Y
 - Chief of police (Section 21-21-1) Y
 - Deputy police (Section 45-5-9) (if hired under this law) n/a
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y

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11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

IV-B3

EXHIBIT "B"

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y (County)
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Y (County)
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

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9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) Y
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) n/a
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y

IV-B5

City of Petal

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20 13

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Petal, and, to the best of our knowledge and belief, all responses are accurate.

Melina Martin
(City Clerk's Signature)

Hal May
(Mayor's Signature)

7/25/14
(Date)

7-25-14
(Date)

Minute Book References:

Book Number 34

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

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EXHIBIT "C"

WRIGHT CPA GROUP, PLLC



American Institute of Certified Public Accountants • Mississippi Society of Certified Public Accountants

#10 Plaza Drive • P.O. Box 16433 • Hattiesburg, MS 39404-6433
Phone 601.268.3135 • Fax 601.261.3922
www.wrightcpagroup.com

June 30, 2014

Honorable Mayor and Members of the Board of Aldermen
City of Petal, Mississippi
P.O. Box 564
Petal, MS 39465

We are pleased to confirm our understanding of the services we are to provide the City of Petal for the year ended September 30, 2013. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Petal as of and for the year ended September 30, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Petal's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Petal's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Petal's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Supplemental data required by Mississippi State Auditor's Municipal Audit Guide.

aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, because we will not perform a detailed examination of all transactions, there is a risk that material omissions may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Petal and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Petal is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Petal and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Petal's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Wright CPA Group and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wright CPA Group personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

EXHIBIT "C"

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately July 8, 2014 and to issue our reports no later than December 30, 2014. Willoughby Wright is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. We do not expect our fee to exceed \$25,000. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Petal and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Willoughby C. Wright, CPA
Wright CPA Group, PLLC

RESPONSE:

This letter correctly sets forth the understanding of The City of Petal.

By: Hal Meyer

Title: Mayer

Date: 7-25-14

EXHIBIT "D"

SCOPE OF WORK

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, hereinafter referred to as Municode, hereby offers to perform recodification services for the **CITY OF PETAL MISSISSIPPI**, hereinafter referred to as Client.

Municode will research, edit, index and publish (both in print and electronically) the finally enacted legislation Client specifies for inclusion in the Code.

1. **Material.** The following sections describe the nature of material included or excluded in the project, returning an archival copy to the Client and adding material to the on-line collection.

- a. **Included Ordinances.** All legislation of a general and permanent nature, passed in final form by the Client, as of the cut off date established by the Municode attorney (usually following delivery of the Legal Memorandum) will be included in the new Code. Municode prefers the material in an editable electronic form, and will rely upon the electronic media during the codification process when furnished electronically. However, materials are not required to be furnished in electronic form and can be provided as a printed copy. All material received by Municode will be acknowledged via e-mail to establish a record of included ordinances. Research of minutes can be provided as agreed upon by the Client and Municode.
- b. **Omitted Ordinances.** Legislation not of a general and permanent nature will be omitted from the Code unless otherwise instructed by Municode or the Client. Examples of such legislation include: Appropriations; Franchises; Bonds; Vacating Streets and Other Public Properties; Sales of Surplus Assets and Properties; Tax Levies; Special Elections; Contracts and Agreements; Rezoning; Personnel Regulations; Annexations and Disannexations; Tax Anticipated Notes and Issuances of Similar Debt Instruments; Appointments of Named Individuals to Positions within a Governmental Body; Comprehensive Master Plans, Traffic Schedules, and Fee Schedules (however, Fee Schedules can be provided for an additional fee – quotation upon request).
- c. **Additional Content.** Additional material can be posted on-line along with the new Code. Such material will be excluded from the research, editing and print publication process, but fully searchable on-line. Examples of additional content include: Administrative Rules & Regulations; Policy and Procedure Manuals; and Forms required for applications or to apply for permits or licenses.

2. **Legal and Editorial Work.** Municode will assign a team, consisting of a lead attorney, editor, proofreader and indexer, to the project. All recommendations by this legal team are intended for use by the Client's attorney and should not be considered legal advice. This legal team is responsible for the following:

- a. **Research and Review.** Municode will research all legislation submitted by the Client against the State Constitution, State Law, the Charter (if the Client has adopted one) additionally, the ordinances are compared to other ordinances to determine if there are any inconsistencies or conflicts within the legislation itself. Zoning and Land Use provisions will be reviewed only if included in the Code. Ordinances enacted, or added, subsequent to the date of this agreement, or items not contemplated within the scope of service, may be added at the additional page rate.
- b. **Structure.** Municode will suggest a structure and organization for the Code and provide a Table of Contents indicating said structure. Municode will assume the existing Code organization is to remain intact unless discussed with our attorney and approved by the Client.
- c. **Legal Memorandum.** Municode will submit a legal memorandum for the Client's review. This memorandum will reflect the Municode attorney's legal review and will embed the attorney's comments and questions within text of the Code as "Comments" or "Footnotes." The legal memorandum will be provided in electronic form, though a printed copy will be provided upon request.
- d. **Conference.** Municode will conduct a conference, either in person, via telephone or webinar, to review the legal memorandum. All interested personnel may be included; but the Client's attorney and Clerk are essential. Issues discovered during the legal research will be discussed at the conference, with agreed upon solutions noted in the legal memorandum. The Client's attorney has the final decision making authority for resolution of issues brought up at the Conference or "footnote" in the Legal Memorandum.

4

- e. **References.** Municode will provide State Law references within the Code. Editor's notes will be provided as appropriate. Internal references within the Code will be hyperlinked in the on-line version.
- f. **Editing.** Municode will edit the text of the Code to reflect proper grammar and stylistic consistency. Municode will not reword any provision that changes the substantive intent of the Code, unless the Client approves the revision. However, non-substantive revisions to improve readability are a part of the codification process.
- g. **Proofreading.** Municode will proofread the Code prior to submitting proofs. The text will be reviewed for sense, structure and to ensure the implementation of the decisions by the Client and Municode's attorney are correct.
- h. **Page Format Options.** Municode will review page composition format options, such as font type (e.g. Times, Helvetica, New Century Schoolbook, Avant-Garde Demi, Courier, Palatino, Helvetica Narrow, Century Gothic and Arial-MT) font size (10, 11, 12 point) page layout (single or double column), graphics appearance and placement, with the Client. We will help you choose a format that results in a professional document that is easily researched. Sample page formats will be provided for review and selection.
- i. **Index and Tables.** Municode will create a hierarchical, subject matter index and all tables (Contents, State Law Reference, Prior Code Comparison, and Ordinance Disposition) for the Code as necessitated by the materials. Additional tables required by the Client, such as a schedule of fees, can be created or manipulated for an additional hourly fee.
- j. **Graphics.** Municode will add the graphics provided by the Client in a usable (preferably their native) format and insert them into the printed and electronic versions of the Code. Manipulation, enhancement, reformatting of any graphic supplied by the Client will be performed based upon an additional hourly fee.
- k. **Adopting Ordinance.** Municode will provide an Adopting Ordinance upon completion of the project.

3. **Proofs.** After editing and proofreading, proofs incorporating solutions captured in the legal memorandum will be delivered to the Client. The proofs are an updated legal memorandum indicating agreed upon changes as decided by the Client. The proofs will have been edited and proofread, though they will not contain all of the tables and the subject matter index and will not be in final form for printing. A sample of the finished Code format will also be provided.

Municode guarantees typographical correctness. Any errors attributable to Municode will be corrected at no charge during the term of this Agreement. Municode's liability for all services shall extend only to correcting the errors in the Code and subsequent updates, not to any acts or occurrences as a result of such errors, and only as long as the contract is in effect.

4. **Delivery of Code.** A summary of features available on municode.com follow. For a more detailed explanation see the page titled "Website Services" at the end of this proposal.

- a. **Electronic Format and Delivery Options.** The new Code can be delivered in a variety of electronic formats and mediums. Supported formats include HTML, PDF, WORD (DOCX), FOLIO and posted online and integrated with the dtSearch Engine.
- b. **Electronic Features and Tools.** The Code integrated with dtSearch (either posted on municode.com or delivered as Folio) will have the following tools available to the user, search (simple and Boolean), ranked hit list, search history, print / save selected sections, e-mail selected sections (on-line only), expandable Table of Contents, automatic conversion to "mobile-friendly mode" when viewed from a hand held device, ability to link to individual sections from external content and customization of banner to match Client's website design.
- c. **Printing and Binding.** The number of copies needed by the Client will be printed on acid-free paper in the chosen format. Color printing is available at an additional charge. Standard binding for the Code is three-post, expandable, black, leatherette binders with gold, silver or white stamping. Alternate binders, such as D-ring or polyvinyl, are available. The following binder colors are available: dark blue, deep green, maroon and semi-bright black. A Seal or logo can be added in addition to the text on the front and spine of the binder, if desired. Divider tabs for each major section of the Code and Index are also provided.

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Our paper vendor is chain-of-custody certified with the Forest Stewardship Council (FSC), Sustainable Forest Initiative (SFI) and Programme for Endorsement of Forest Certification schemes (PEFC).

5. **Client Responsibility.** The Client agrees to:

- a. **Amendatory Legislation.** The Client shall immediately forward all adopted legislation (including amendments, the Charter, Special Acts and other pertinent rules and regulations having the effect of law) to be codified on a continual basis. Submission should be timely and can be sent in electronic or printed form.
- b. **Review Legal Memorandum.** The Client shall review the Legal Memorandum and modify and/or approve the proposed Table of Contents and organization of the Code, page format, font type and size, approve number of copies to be printed, binder colors and choice of electronic format and medium.
- c. **Participation of Attorney.** Ensure the Client's Attorney and other interested personnel attend and participate in the project, including on-site or teleconference and review of the proofs.
- d. **Submission of data.** The Client shall provide data, graphics and tables of the highest reproducible quality, preferably in their original, electronic format. Provide a black and white line art seal or logo for the binders, if desired.
- e. **Proofs.** The Client will review and return the proofs within 45 days of receipt. Changes to the text should be marked directly on the proofs. Please note delaying the return of proofs can delay the project. Changes not discussed at conference, and deletions / additions constituting more than 5% of the total to the proofs may result in a proof update fee. Should the Client fail to return proofs within five (5) months, the balance of the contract shall become due and payable. Additional copies of proofs can be provided upon request.

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CODIFICATION QUOTATION SHEET FOR THE
CITY OF PETAL, MISSISSIPPI

- Codification Base Cost, includes Charter, Code of Ordinances & Zoning \$12,950
- Receipt, review and organization of materials
 - Legal Work
 - Preparation of Legal Memorandum
 - Implementation of approved legal findings
 - Updating State Law References
 - Editing
 - Graphics¹ & Tabular² matter
 - Page formatting (make selections below)
 - > Font - New Century Schoolbook will be used as the font unless otherwise indicated. Other choices include Helvetica, Times New Roman, Avant-Garde Demi, Courier, Palatino, Helvetica Narrow, Century Gothic and Arial-MT
 - > Font Size - 11 point is recommended; 10 and 12 point are available.
 - Proofreading
 - Indexing
 - Creation of Tables³
 - 5 Copies⁴, to include binders and tabs (select binder color below)
 - > Binder Color - Please circle one (Dark Blue, Hunter Green, Semi-Bright Black, Burgundy)
 - > Stamping Color for Binder - Please circle one (Gold, Silver, White)
 - Adopting Ordinance
 - MyMunicode or Code on Internet⁵
 - Base number of pages

Page Format	Font Size		
	10 point	11 point	12 point
Single Column	600	678	750

Items not included in Base cost:

- Please check conference choice with Municode Attorney
 - On-site Conference, each Attorney time, travel, lodging and per diem
 - Teleconference or Web based conference, 3 hour session No Charge⁶
- Additional pages over the base or material amended or added after conference
 - o 8 1/2 x 11 inches, single column, per page \$19
- Additional Copies/Binders/Tabs Quotation upon request
- Freight Actual freight
- State Sales Tax If applicable

Payments – base cost split into four payments – can be budgeted over two fiscal years

- Execution of Agreement \$3,885
- Submission of the Legal Memorandum \$3,240
- Submission of Proofs \$3,240
- Delivery Balance

¹ Includes printing all copies. Additional fee will apply if graphics are printed in color.

² Tabular matter is defined as Algebra formulae, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

³ The following Tables will be created and are included in the Base Cost: Supplement History Table, Code Comparative Table, State Law Reference Table and Ordinance History Table. An additional hourly charge applies for creation, modification, addition or updating of any table other than those enumerated in this footnote.

⁴ Municode uses only acid-free paper.

⁵ Per selections on page 10.

⁶ For the initial 3-hour session, \$150 per hour thereafter.

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EXHIBIT "D"

SUPPLEMENT SERVICE

After publication of the new Code, Municode will update the Code as legislation is enacted.

1. **Material.** The Client shall forward a copy of legislation upon enactment. Material is preferred in an electronically editable format and should be sent to ords@municode.com. Every ordinance sent to Municode will be acknowledged via e-mail. A complete list of legislation recorded in an update will be provided. Municode will hold legislation pending a schedule or begin the job as established with the Client.
2. **Additional Provisions.** Municode can add provisions (e.g. charter, zoning, land development regulations) not included in the original project through the Supplement service. They will be included in a Supplement or as a separate project and appropriate updates will be made to the Code and tables. Additional divider tabs or binders will be provided as necessary. Municode will advise of all options and applicable costs.
3. **Editorial Work.** The Supplement editorial team, who is advised by a licensed attorney and consists of a legal editor, proofreader and indexer, will review the legislation to determine proper placement within the Code. Municode will adhere to the structure and style contained in the ordinance unless changes are required to ensure consistency with other text in the Code. The team will also update the Table of Contents, catch lines, reference tables and index. Editorial notes will be appended to sections that require additional explanation. A Supplement History Table is provided to note all ordinances included. Municode has Supplement teams trained in the use of InDesign, and will editorially preserve the integrity of form of such files whether displayed on-line or in print.
4. **Deliverables.** Updates can be delivered electronically or as printed copies and on a schedule designed to meet the Client's needs.
 - a. **Electronic Updates.** Amendments to the electronic version of the Code are incorporated into the Code and a fully searchable, complete Code will be delivered. Electronic Updates are included in the base page rate and clients who receive both Electronic Updates and Printed Supplements receive the Printed Supplement pages at no charge. Electronic Updates can be provided on their own schedule, or accompany Printed Supplements.
 - b. **Printed Supplements.** Amendments to the printed Code occur in the form of Printed Supplement pages that are issued as replacement pages. Printed Supplements include updated Table of Contents, Code Comparative Table, index and text pages. The base page rate includes a copy of each Supplement for every printed Code. Printed Supplements will be delivered in bulk to the Client, unless the Client chooses to utilize Municode's Distribution Services.
 - c. **Schedule.** Amendments are provided on a schedule designed to meet the needs of the Client. The schedule can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic Updates can occur on a more frequent schedule than Printed Supplements.

**SUPPLEMENT SERVICE QUOTATION SHEET FOR
CITY OF PETAL, MISSISSIPPI**

Supplement Service Base Page Rate⁷

Page Format	Base Page Rate
Single Column	\$19 per page

Base page rate above includes

- Acknowledgement of Material
- Data conversion, as necessary
- Editorial Work
- Proofreading
- Updating the Index
- Schedule as selected by Client⁸
- Updating Electronic versions⁹ and Online Code
- Printing¹⁰ 5 copies

Base page rate excludes

- Freight, prebilled
 - State Sales Tax
 - Graphics¹¹ & Tabular¹² matter, per graphic or table
 - MyMunicode or Code on the Internet
- Actual freight
If applicable
\$10
Selections on page 10

Optional Services to Supplement Service (please check)

- Folio, per delivery¹³ (\$295 initial set up fee) \$100
- PDF of the complete Code, each time delivered \$75
- PDF of each supplement, each time delivered \$75

Payment for Supplement and Additional Services

- Invoices will be submitted upon shipment of project(s).

⁷ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Internet Publishing and web search portals (NAICS 519130) as reported by US Department of Labor – Bureau of Labor Statistics.

⁸ Schedule for Supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic Updates can occur more frequently than printed Supplements.

⁹ We do not charge a per page rate for updating the Internet, however a handling fee is charged for Folio, Word, PDF or other electronic products.

¹⁰ Municode uses only acid-free paper.

¹¹ Includes printing all copies. Additional fee will apply if graphics are printed in color.

¹² Tabular matter is defined as tables, Algebra formulae, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹³ "delivery" is defined as delivering electronic data available to the Client via download (FTP). Fee applies whenever updated content is delivered via one of the above-defined products.

**WEB HOSTING QUOTATION SHEET FOR
CITY OF PETAL, MISSISSIPPI**

Elections below will be implemented upon adoption of the new Code.

Please check the appropriate box (es) to indicate your selection:

- MyMunicode¹⁴ includes the following: \$1,095 annually¹⁵.

- i. Code On Internet
- ii. CodeBank
- iii. OrdBank
- iv. MuniPRO – 1 license
- v. Custom Banner

In lieu of purchasing the above package, the Client can purchase each item a la carte:

- Code on Internet (annually) \$550
- CodeBank (annually and billed in conjunction with annual Code on Internet fee) \$150
- MuniDocs (annual fee includes quarterly updates; up to 25 documents per quarter) \$750
- MuniPRO (annually) \$295
- Custom Banner (one-time fee) \$250

ORDINANCES PENDING CODIFICATION

OrdBank

- Per ordinance fee \$35
- Flat annual fee \$290

-OR-

OrdBank + OrdLink

- Per ordinance \$60
- Flat annual fee \$390

¹⁴ Municode does not charge a per page rate for updating the Internet – this is included in the supplement per page rate.

¹⁵ Total Value if each item purchased a la carte would be \$1,285 per year with enrollment in the annual OrdBank program.

MUNICODE'S WEBSITE SERVICES DEFINED

Code on Internet.

- Mobile Friendly Site: Automatically downloads to iOS, Blackberry, Android and Windows;
- Save as Word (DOCX);
- Saved Searching;
- Print and Email: Print, Save, Email one or more Sections, Chapters and whole Titles;
- Internal Linking within the Code where cited;
- Mouseover Preview (or Pop ups);
- Static Linking: Copy links of any Section, Chapter or Title to share via email or social media;
- Pinpoint Searching: Ordinance searching included, search one or more Sections, Chapters & whole Titles;
- Scrolling Tables and Charts: Header stays fixed while you scroll through the table/chart;
- GIS - Municode can provide a permalink to any code section and assist staff to create a link from their GIS system to relevant code sections;
- Collapsible TOC (Frameless Version);
- In-line images and PDFs;
- Current Location Status Banner (breadcrumb trail) present while searching Code;
- Server Stability and Disaster Recovery Plan;
- Co-Location In Atlanta, Georgia: only Codification Company to have geo-redundant servers in multiple states;
- Phone, email and Web support for Citizens and Staff: 24 hour email response; Phone support from 8:00 am to 8:00 pm Eastern Standard Time.

OrdBank. Creates a permanent, online collection of all ordinances sent to Municode. Prior to incorporating the ordinances into your Code via supplementation, they will be posted on your landing page for easy access. Once codified, each ordinance History Note is hyperlinked to the actual ordinance as enacted. OrdBank saves your municipally valuable time and money by enabling you, your staff and your citizens to gain instant access to your ordinances by simply clicking the history note.

OrdLink + OrdBank. Prior to incorporating the ordinances into your Code via supplementation, OrdLink hyperlinks newly adopted ordinances to the section being amended. Linked sections are highlighted in the Table of Contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into the Code, they are added to your OrdBank and hyperlinked to your History Notes. For the linked ordinances to be searchable, they must be sent in an editable format. Scanned documents can be included in the list and are viewable, but not searchable.

CodeBank. Creates a permanent, online collection of all past versions of your Code. CodeBank enables your online users to easily access previous versions of your Code. The historic version of your Code is fully searchable and printable, making the task of researching past versions of your Code more efficient. For your convenience, when a previous version of your Code is selected, users are alerted that they are looking at an older version of your Code. No set up fee is required. There is a per annum fee for this premium service.

CodeBank Compare (Coming Soon). This service provides the users the ability to select a past version of the online Code and compare it to any other version of the Code each time the Code is updated. The differences will be shown via Highlights (added material) or Strikethrough (deleted material).

eNotify (Coming Soon). A notice of recent amendments to the Charter and Code for the specific Title, Chapter, Article will be sent to the enrolled user each time the online code is updated.

MuniDocs. Enables municipal users to send material of your choosing directly to Municode to upload documents to your online Code of Ordinances. Let Municode do all the work and upload the versions of Minutes, Resolutions, Budgets, and or any other non-code material online. Your collection of documents to be posted alongside your Code and will be fully searchable, filterable for ease of use.

MuniPRO. MuniPro Searching allows you to search all of the Codes we host (the entire country, a single state, or individually selected Codes of your choosing). MuniPro Searches are ideal for researching local regulations of special interest, or to find out how other communities are dealing with similar issues. There is a per annum fee for this premium service; User Name and Password required. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- **Multiple Code Search.** Search all codes within one state, multiple codes within one state, or search all codes in the entire U.S.! Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.

EXHIBIT "D"

- **MuniPRO Favorites.** Create a "favorites" list of frequently visited Codes or sections. This will save time by making navigation a one-click process from your Dashboard.
- **MuniPRO Notes.** Create a note and attach it to any document in any publication. Note icons will show in both the Table of Contents and search results page, alerting the user to a previously written note. Notes can be shown or hidden when browsing and searching a publication, and a global listing of notes can be accessed with a single click from your Dashboard.
- **MuniPRO Drafts.** Begin a new ordinance draft to keep track of pending legislation. Drafts icons will appear in the Table of Contents and search results, and can also be accessed from a single click.

Custom Banner. Municode will customize the look and feel of your Code on municode.com to more closely match your municipal web site. This is accomplished by posting a banner image (provided by the client) over the top portion of our site.

Friendly Site. The Municode.com Online Library includes a mobile friendly version of your Code. This is a .mobi version that is accessible from your mobile device and is formatted for a better viewing experience on your modern Smartphones. Our website recognizes when a visitor is viewing the content on a mobile device and automatically changes the view to maximize the capabilities of the hand-held device. *This feature is included in your annual Internet fee.*

Email (from the Web). Chapters, Articles or individual Sections may be selected for emailing. The functionality is intuitive and included in your annual Internet fee.

Print or Save. Similar to Emailing, Chapters, Articles or individual Sections may be selected for Printing or Saving. Save (as compared to "blocking & copying") preserves the formatting when the document is printed using your word processing software. *These features are offered to you as part of your annual Internet fee.*

Internal Cross Reference Linking. Cross references within the Code will be linked to their respective destination Article, Chapter, or Section. *This feature is offered to you as part of your annual Internet fee.*

Mouseover (cluetips). Navigate to a code and any linked cross reference will display the pop-up after a 1 second delay. You'll need to clear your browser cache to enable them (Tools -> Internet Options -> Delete -> Temporary Internet Files). *This feature is offered to you as part of your annual Internet fee.*

Static Linking to your Code. Each level of the code has a static link that will enable your users to easily create "Hot Links" to any section of the code. Simply click the permalink icon to the right of each heading level and paste the URL into the destination of your choice. *This feature is offered to you as part of your annual Internet fee.*

Pinpoint Searching. Easily search any individual Code with our advanced search options: revisit previously conducted searches using the "Search History" button; or narrow the scope of your search to find more specific legislation. *Once again these features are offered to you as part of your annual Internet fee.*

Scrolling Tables and Charts. The header stays fixed to the top of your browsing pane while you scroll through your tables and charts.

GIS. Municode can provide a permalink to any code section and assist staff to create links from their GIS system to relevant code sections.

Collapsible TOC. The Table of Contents collapses and is re-sizeable providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item. *This feature is included in your annual Internet fee.*


In-line Images & PDFs. Municode takes great care to ensure that your images match online and in print, and are captured at the highest quality possible. Our online graphics can be enlarged with a frameless view to maximize the image. Municode can also incorporate PDFs of certain portions of the Code that have very specific viewing and layout requirements. These PDFs are fully searchable within our search engine, and are typically utilized with form-based Land Development Codes. *This service is included in your annual Code on the Internet fee.*

Internet Stability. Municode houses its public facing websites in a secure, SAS70, PCI compliant data center owned and operated by Peak 10 in Atlanta, Georgia. This page outlines the features of Peak 10's datacenter, including redundant internet providers, redundant power and cooling, and secure biometric access to the physical facility (<http://www.peak10.com/locations/atlanta/facility1>). All systems are backed up and synchronized between our Tallahassee, Florida and Atlanta, Georgia locations for full geographic redundancy should one of the sites become inaccessible.

ADDITIONAL SERVICES

1. **Distribution.** Fulfillment services are available to distribute individual printed copies of Codes and Supplements to departments or subscribers at no additional fee to the Client. Municode can sell the Codes, Supplements, chapter reprints, binders and tabs at a pre-determined, agreed upon price. Municode assumes all risk and expense for providing these items. Orders can be placed through our online ordering, via fax or mail.
2. **Legal Review.** At any point during the term of this Agreement, or extensions thereof, Municode can prepare a Legal Review for the Code to identify inconsistencies, obsolete provisions or compare the Code to current State Law. State Law references can be updated in conjunction with this legal review or as a separate engagement. State Law Pamphlets for selected states are provided on the www.municode.com website free of charge.
3. **Document Scanning Services (MuniScan).** Municode's subsidiary, MCCI, offers scanning, indexing and integration of hard copy documents with Laserfiche Software to provide the Client with intuitive browsing, index cards, and fuzzy logic. Pricing information can be supplied upon request.
4. **Electronic Records Management Software and Services (Laserfiche)** - MCCI is the largest Laserfiche VAR in the United States and focuses on Local Government. With over 400 City/County clients, MCCI can provide your organization with the most experienced professionals to implement and support your Laserfiche solution. Laserfiche software is used for Electronic Records Management and here are just some of the features: scan, index, search, archive, automate approval processes, make records available via the web, manage records retention, and integrate with your other software systems.
5. **Utility Billing Services (MuniBills).** MCCA Advantage offers billing, statement and remittance processing services as an additional benefit under this agreement. MCCA Advantage, a subsidiary of Municode, can provide the client with design, printing and mailing services for customer billing/statements of all types. These services also include remittance payment options, software and other billing solutions. Pricing information for this service can be supplied upon request.

Billing services, to include custom formatting, data cleansing, printing and mailing of your statements, are included with this contract. An initial setup fee and \$.15 per bill (10,000 bills per month) includes formatting, printing, mailing, and materials. Tiered pricing for volumes above 10,000 statements. (Minimum charge of \$250 per month for volumes less than 2,000.) PDF copies of all statements are provided in advance of mailing. Additional features available upon request.



municode

Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
Info@municode.com • 800.262.2633
fax 850.575.8852 • www.municode.com

This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Client.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new Code. Thereafter, the Supplement Service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

Submitted by:

MUNICIPAL CODE CORPORATION

Municode Officer: _____

Title: _____

Date: _____

Accepted by:

CITY OF PETAL, MISSISSIPPI

By: Hal May _____

Title: Mayor _____

Date: 7-25-14 _____

EXHIBIT "E"

PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

Post Office Box 389
Petal, MS 39465
(601)545-6676
Fax (601)545-6665

June 26, 2014

Mayor and Board of Aldermen
City of Petal
Post Office Box 564
Petal, MS 39465

RE: Approved Budget - Fiscal Year 2015
Disposal Rates - Fiscal Year 2015

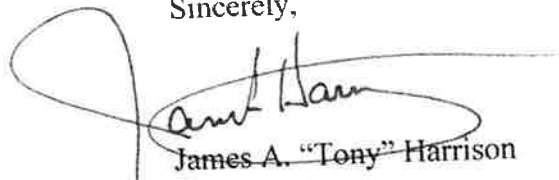
Gentlemen:

Enclosed is the Fiscal Year 2015 Budget for Pine Belt Regional Solid Waste Management Authority for your review. The Budget was approved by the Board at its regular meeting on June 25, 2014.

Member disposal rates for municipal solid waste will remain \$39.00 per ton effective July 1, 2014 through June 30, 2015.

This information is being submitted to assist you in the preparation of your Fiscal Year 2015 budget. If you have any questions or need further information please feel free to call me at 545-6676.

Sincerely,


James A. "Tony" Harrison
Executive Director

JAH:ld

Enclosure

~~ORDER~~
EXHIBIT "F"

Ordered by the Mayor and Board of Aldermen of the City of Petal, Mississippi that a special election shall be held within the City of Petal, Mississippi for the election of an Alderman Ward 3; and

WHEREAS, a vacancy has been declared on the Board of Aldermen due to the resignation of James Runnels, Alderman Ward 3 of the City of Petal, Mississippi; and

WHEREAS, the unexpired portion of the term of James Runnels' office exceeds six months;

NOW THEREFORE, BE IT ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, AS FOLLOWS, TO-WIT:

SO ORDERED, that a special election is hereby called on Tuesday, August 19, 2014, within the City of Petal, Mississippi for the purpose of electing an Alderman Ward 3 for the City of Petal, Mississippi, and

SO ORDERED, at the said special election that all qualified electors of Ward 3 are entitled to vote in the said special election, and

SO ORDERED, the said special election will be held at the following polling place within the City of Petal, Mississippi, as follows, to-wit:

Petal Masonic Lodge Precinct
120 Campbell Street

The polls of said election will be open at the hour of 7:00 o'clock in the morning and will be kept open until the hour of 7:00 o'clock in the evening of the aforesaid date and the said election shall be held and conducted, as far as practicable, in accordance with laws regulating special elections in the State of Mississippi and the City of Petal, Mississippi; and

SO ORDERED that the City Clerk shall cause notice of said election to be published not less than (30) thirty days prior to such election.

SO ORDERED that the Clerk of said City of Petal, Mississippi shall give not less than (30) thirty days notice of said election by publication thereof in a newspaper having a general circulation in the City of Petal, Mississippi and by posting a true and correct copy thereof in the public area of City Hall, 119 W 8th Ave, Petal, MS. The said notice shall be published once each week for (3) three consecutive weeks. The said notice shall be in substantially the following form to wit:

NOTICE OF SPECIAL ELECTION FOR ALDERMAN AT LARGE
CITY OF PETAL, MISSISSIPPI

Notice is hereby given to the qualified electors of the City of Petal, Mississippi that a special election will be held in the said City of Petal, Mississippi on Tuesday, August 19, 2014 for the purpose of submitting to the qualified electors of the said City the election of an Alderman Ward 3 of the said City of Petal, Mississippi

The said special election will be held at the following polling place within the City of Petal, Mississippi, as follows, to-wit:

Petal Masonic Lodge Precinct
120 Campbell Street

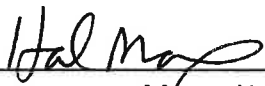
The polls of said election will be open at the hour of 7:00 o'clock in the morning and will be kept open until the hour of 7:00 o'clock in the evening of the aforesaid date and the said election shall be held and conducted, as far as practicable, in accordance with laws regulating special elections in the State of Mississippi and the City of Petal, Mississippi.

By Order of the Mayor and Board of Aldermen of the City of Petal, Mississippi, this the 15th day of July 2014

SO ORDERED that the said special election shall be held and conducted by the Election Commission within and for the City of Petal, Mississippi, and shall be conducted as far as practicable in accordance with the laws regulating special elections in the State of Mississippi, and in the City of Petal, Mississippi. When the said Election Commissioners shall have received the returns of said election and ascertained the results thereof, they shall after having canvassed the same, forthwith make return thereof to the Mayor and Board of Aldermen a report setting forth their actions in the holding of said elections and the results thereof.

SO ORDERED the City of Petal has heretofore designated as Election Commissioners for the City of Petal, Mississippi, the following: Shirley McDonald, Beth Havard, and Kay Fairley and their appointment and tenure of office is hereby ratified, approved, and confirmed for the purpose of holding this election.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 15th day of July 2014.



Mayor Hal Marx





Melissa Martin, City Clerk