

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 JANUARY 19, 2021 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT

MAYOR	HAL MARX
ATTORNEY	ROCKY EATON
ALDERMEN	BRAD AMACKER CRAIG BULLOCK DAVID CLAYTON TONY DUCKER CLINT MOORE STEVE STRINGER
OTHERS	DREW BRICKSON KAREN HESSION VALERIE WILSON ADA MADISON 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 sponsor the Petal Children's Task Force 5k Run.

Request to accept forfeited/abandoned monies in the amount of \$11,740.27 into the Law Enforcement Fund.

Request to accept the resignation of DeReginald Williamson in the Police Dept effective 1/31/2021.

Request to set a hearing date of Feb. 9, 2021 at 6:00 p.m. for property located at 1029A Hwy 42 East.

Request to enter into Executive Session to discuss personnel issues.

Request to accept the resignation of Payne Hanberry in the Fire Dept effective immediately.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE MINUTES FROM THE REGULAR MEETING OF JANUARY 5, 2021.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF JANUARY 5, 2021 AS WRITTEN. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO TRANSFER MONIES REMAINING IN THE PETAL PUBLIC IMPROVEMENT FUND FOR K-9 EXPENSES TO THE LAW ENFORCEMENT FUND

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO TRANSFER \$4,165.89 FROM THE PETAL PUBLIC IMPROVEMENT FUND TO THE LAW ENFORCEMENT FUND. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO RENEW THE LEASE AGREEMENT WITH HARLEY DAVIDSON OF CENTRAL MS FOR THE POLICE MOTORCYCLE

EXHIBIT "A"

LEASE AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO RENEW THE LEASE AGREEMENT WITH HARLEY DAVIDSON OF CENTRAL MS FOR THE POLICE MOTORCYCLE. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO REMOVE LATE FEES AND PENALTIES BILLED TO 303 CORINTH RD AND AUTHORIZE A SMALLER HARDSHIP PAYMENT.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO DENY THE REQUEST. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PROOFS OF PUBLICATION

- ORDINANCE 1979 (42-A429)

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE 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 CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PROPOSAL FROM ES&S FOR ELECTION SERVICES FOR THE 2021 MUNICIPAL ELECTION.

EXHIBIT "B"

PROPOSAL

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PROPOSAL FROM ES&S FOR 2021 MUNICIPAL ELECTION SERVICES. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO CLOSE THE FOLLOWING ACCOUNTS AT HANCOCK BANK AND OPEN NEW ACCOUNTS AT BANCORPSOUTH

- 102 – FIRE FUND
- 605 – TAX COLLECTOR FUND
- 220 – 2015 BOND FUND

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO CLOSE THE FOREGOING ACCOUNTS AND OPEN NEW COORESPONDING ACCOUNTS AT BANCORPSOUTH. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO CLOSE THE FOLLOWING ACCOUNTS AND TRANSFER MONIES THE WATER & SEWER FUND.

- BOND CONTINGENCY
- BOND CUSHION
- BOND DEPRECIATION

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO CLOSE THE FOREGOING ACCOUNTS AND TRANSFER MONIES TO THE WATER & SEWER FUND. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF DECEMBER 2020.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF DECEMBER 2020. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE

ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SPONSOR THE PETAL CHILDREN'S TASK FORCE 5K RUN.

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO SPONSOR THE PETAL CHILDREN'S TASK FORCE 5K RUN AT A COST OF \$250.00 TO BE SPLIT BETWEEN THE ALDERMEN PERSONALLY. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT FORFEITED/ABANDONED MONIES IN THE AMOUNT OF \$11,740.27 INTO THE LAW ENFORCEMENT FUND

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE FORFEITED/ABANDONED MONIES IN THE AMOUNT OF \$11,740.27 INTO THE LAW ENFORCEMENT FUND. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF DEREGINALD WILLIAMSON IN THE POLICE DEPT

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE RESIGNATION OF DEREGINALD WILLIAMSON IN THE POLICE DEPT EFFECTIVE JANUARY 31, 2021. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A HEARING DATE FOR PROPERTY LOCATED AT 1029A HWY 42 EAST

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO SET A HEARING DATE OF FEB. 9, 2021 AT 6:00 P.M. FOR PROPERTY LOCATED AT 1029A HWY 42 EAST. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF PAYNE HANBERRY IN THE FIRE DEPT.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE RESIGNATION OF PAYNE HANBERRY IN THE FIRE DEPT EFFECTIVE JANUARY 19, 2021. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX REPORTED THAT HE IS AWAITING AN ESTIMATE FROM SHOWS, DEARMAN & WAITS ON THE 2021 STREET OVERLAY PROJECT. ALSO STATED THAT THE CITY IS INVESTIGATING METHODS TO COLLECT SEWER/GARBAGE FEES FROM THOSE RESIDENTS NOT ON CITY WATER WHO ARE NOT PAYING.

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT.

THEREUPON, TOMMY PEARSON, ULTIMATE FAIR, ADDRESSED THE BOARD REQUESTING TO BRING THE FAIR BACK TO PETAL ON APRIL 1-11, 2021. HE HAS SECURED PROPERTY AT THE CORNER OF SPRINGFIELD RD AND HWY 42 WITH ERIC LOWERY.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE FAIR AT THE CORNER OF SPRINGFIELD RD AND HWY 42 ON APRIL 1-11, 2021. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO CLEAR THE ROOM TO DETERMINE THE NEED FOR 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 CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THERUPON, ALDERMAN CLAYTON MADE A MOTION TO ENTER INTO 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 CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF DERRICK HEIDELBERG IN THE WATER DEPT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF DERRICK HEIDELBERG IN THE WATER DEPT EFFECTIVE JANUARY 19, 2021. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE REGULAR MEETING OF JANUARY 19, 2021. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

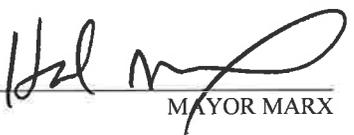
ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

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




MAYOR MARX

MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the ____ day of _____, 2021, by and between Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and The City of Petal, herein after referred to as "the Office or Lessee", whose address is 127 W. Eighth Ave., Petal, Ms. 39465 for the lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

EXHIBIT "A"

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

WITNESSETH:

- 1. TERM OF LEASE:** The term of this Lease shall be for a period of 24 or 36 months, commencing when the leased vehicles are picked up from the Dealer by Lessee and properly signed for and received by the Lessee. At the end of this agreement, upon mutual consent of the parties hereto, the vehicles may be replaced with the newest model available. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty (30) days prior to the end of this agreement. Vehicle can also be purchased at the end of the lease.
- 2. PAYMENT:** Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars (\$350.00), per month per vehicle until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.
- 3. MISCELLANEOUS:** Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of \$ 750.00 per vehicle.
- 4. MAINTENANCE, REPAIRS and OPERATING EXPENSES:** Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicle(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicle(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s).

- 5. USE and SUBLEASING:** Lessee agrees the vehicle(s) (A) will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; (B) will be kept free of all fines, liens and encumbrances; (C) will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and (D) will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicle(s) at the sole expense of the Lessee.
- 6. INSURANCE:** During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 I-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.
- 7. NOTICE of ACCIDENTS and COOPERATION:** Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).
- 8. INDEMNIFICATION:** Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee. Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.
- 9. LIMITATION of LIABILITY:** Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time.

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

This the _____ day of _____, 20____

HARLEY DAVIDSON OF CENTRAL MISSISSIPPI
3509 I-55 SOUTH
JACKSON, MS 39212
601-372-5770

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

By: [Signature] Office/Lessee
Title: Mayor

EXHIBIT "B"



January 6th, 2021
Re: Municipal Election Support
Quote # - ESS-1187

City of Petal
Melissa Martin (City Clerk)
119 West 9th Avenue
Petal, MS 39465
P.O. Box 564
Phone#: 601-545-1776
Fax#: 601-545-6685
e-mail: m.martin@cityofpetal.com

Dear Ms. Martin,

ES&S is pleased to offer to you the following pricing for your 2021 Municipal Election Support.

April 6th, 2021 Municipal Election Support

Election Technician Support
ElectionWare Ballot Coding & Support
Rental & Delivery of 6 DS200 Units
Total - \$9,894.00

April 27th, 2021 Municipal Election Runoff Support

Election Technician Support
ElectionWare Ballot Coding & Support
Rental & Delivery of 6 DS200 Units
Total - \$9,894.00

June 8th, 2021 Municipal Election Support

Election Technician Support
ElectionWare Ballot Coding & Support
Rental & Delivery of 6 DS200 Units
Total - \$9,894.00

Ballot Pricing - \$0.34/each

Considerations that impact pricing:

1. Pricing is valid for 60 days.
2. Price includes all travel and expenses.
3. All Sales, Services and Licenses are subject and bound to the terms and conditions of ES&S.

"Maintaining Voter Confidence - Enhancing the Voting Experience"



Thank you again for the opportunity to quote your Municipal Election Support. We would ask that you please approve this proposal by signing and returning so that we can secure the necessary resources needed to support this service. Please feel free to call with any questions you might have pertaining to this proposal.

Sincerely,

Bill Lowe
Election Systems & Software
Account Manager - State of Mississippi
5738 Hwy 80 West Suite C
Jackson, MS 39209
Phone - 601-922-2476
Cell - 601-497-4769
Fax - 601-922-8475

Election Official Approval

"Maintaining Voter Confidence - Enhancing the Voting Experience"

ESS, 5738 Hwy 80 West Suite C, Jackson, MS 39209 • Phone: 601-922-2476 • Toll-Free: 1-877-247-8993 • Fax: 601-922-8475 • www.ess.com