

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON APRIL 19, 2011 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
CITY ATTORNEY	TOM TYNER
ALDERMEN	DAVID CLAYTON TONY DUCKER WILLIE HINTON JAMES RUNNELS (VIA PHONE) STEVE STRINGER
OTHERS	ADA MADISON TOMMYE CORLEY MR. & MRS. FARRIS BERNARD JACKSON AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY ADA MADISON.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, THE MAYOR PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

13. REQUEST TO ACCEPT LETTER OF AGREEMENT FOR PLANNING & CONSULTING SERVICES WITH SLAUGHTER & ASSOC.

14. REQUEST TO SET THE HEARING DATE OF MAY 10, 2011 AT 6:00 P.M. FOR GULF SOUTH PIPELINE, 30 VARDAMAN DR, FOR A CONDITIONAL USE.

ORDERS & ORDINANCES

3. REQUEST TO ADOPT ORDINANCE 1984 (57-S) CHANGING METER DEPOSITS TO NON-REFUNDABLE SERVICE FEE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA AS AMENDED. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE MINUTES OF THE REGULAR MEETING OF APRIL 5, 2011.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF APRIL 5, 2011 AS WRITTEN. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT.

THERE WAS NONE.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY SHOWS, DEARMAN & WAITS INVOICE 16367 IN THE AMOUNT OF \$6576.84 FOR PROFESSIONAL SERVICES ON GREENS CREEK BANK STABILIZATION.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY SHOWS, DEARMAN & WAITS INVOICE 16367 IN THE AMOUNT OF \$6576.84 FOR PROFESSIONAL SERVICES ON GREENS CREEK BANK STABILIZATION. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY SHOWS, DEARMAN & WAITS INVOICE 16364 IN THE AMOUNT OF \$12,000.00 FOR PROFESSIONAL SERVICES ON 2011 STREET OVERLAY.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY SHOWS, DEARMAN & WAITS INVOICE 16364 IN THE AMOUNT OF \$12,000.00 FOR PROFESSIONAL SERVICES ON 2011 STREET OVERLAY. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY PITTMAN ENVIRONMENTAL SERVICES INVOICE IN THE AMOUNT OF \$2750.00 FOR WETLAND ASSESSMENT ON BYRD BOULEVARD.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY PITTMAN ENVIRONMENTAL SERVICES INVOICE IN THE AMOUNT OF \$2750.00 FOR WETLAND ASSESSMENT ON BYRD BOULEVARD. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY PEOPLES BANK INVOICE IN THE AMOUNT OF \$85,000.00 FOR PRINCIPAL ON GO BOND SERIES 2001.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY PEOPLES BANK INVOICE IN THE AMOUNT OF \$85,000.00 ON GO BOND SERIES 2001. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON

ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO TRANSFER ONE (1) IMAGISTICS COPIER FROM THE POLICE DEPT TO THE JUDICIAL DEPT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE TRANSFER OF ONE (1) IMAGISTICS COPIER FROM THE POLICE DEPT TO THE JUDICIAL DEPT. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO DISPOSE OF ONE MOTOROLA HIGH BAND RADIO, SERIAL #869FA2329.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE DISPOSAL OF ONE MOTOROLA HIGH BAND RADIO, SERIAL #869FA2329. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE RESIGNATION OF LISA CLARK AT THE SENIOR CENTER EFFECTIVE APRIL 11, 2011.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF LISA CLARK AT THE SENIOR CENTER EFFECTIVE APRIL 11, 2011. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO RENEW THE GROUND LEASE WITH MCINNIS LUMBER COMPANY FOR EMMA HILL PARK FOR A TERM OF THREE (3) YEARS.

EXHIBIT "A"

GROUND LEASE

THEREUPON, ALDERMAN HINTON MADE A MOTION TO RENEW THE GROUND LEASE WITH MCINNIS LUMBER COMPANY FOR EMMA HILL PARK FOR A TERM OF THREE (3) YEARS. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE CONTRACT WITH SECURE NETWORKS FOR A TERM OF SIX (6) MONTHS.

EXHIBIT "B"

SECURE NETWORKS CONTRACT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE CONTRACT WITH SECURE NETWORKS FOR A TERM OF SIX (6) MONTHS. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE FOLLOWING PROOFS OF PUBLICATION.

- ORDINANCE 1984 (57-R)

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO ACCEPT THE FOREGOING PROOFS OF PUBLICATION FOR FILING. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MARCH 2011.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MARCH 2011. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF MARCH 2011.

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF MARCH 2011. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO REIMBURSE BENJI HENSARLING \$247.20 FOR HOTEL EXPENSES WHILE ATTENDING CLANDESTINE METH LAB CLASS IN GREENWOOD, MS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REIMBURSE BENJI HENSARLING \$247.20 FOR HOTEL EXPENSES WHILE ATTENDING CLANDESTINE METH LAB CLASS IN GREENWOOD, MS. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR SETH HUNTER TO ATTEND THE JUDICIAL CONFERENCE IN BILOXI, MS ON MAY 25 – 27, 2011.

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO AUTHORIZE SETH HUNTER TO ATTEND THE JUDICIAL CONFERENCE IN BILOXI, MS ON MAY 25 – 27, 2011. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER TRANSFERRING WAYNE BOUNDS FROM PART TIME TO FULL TIME IN THE POLICE DEPT AT A RATE OF \$14.70 PER HOUR.

ORDER

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

IT IS HEREBY ORDERED THAT WAYNE BOUNDS
BE TRANSFERRED FROM PART TIME TO
FULL TIME 2ND CLASS POLICE OFFICER AT A
RATE OF \$14.70 PER HOUR
EFFECTIVE APRIL 20, 2011

SO ORDERED THIS THE 19TH DAY OF APRIL 2011

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER TRANSFERRING BILL MALONE TO
FULL TIME AT THE SENIOR CENTER

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
HIRE A FULL TIME LABORER AT THE SENIOR CENTER

IT IS HEREBY ORDERED THAT BILL MALONE BE TRANSFERRED
FROM PART TIME TO FULL TIME AT A RATE OF \$10.00 PER HOUR
EFFECTIVE APRIL 20, 2011

SO ORDERED THIS THE 19TH DAY OF APRIL 2011

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A LETTER OF AGREEMENT FOR PLANNING & CONSULTING
SERVICES WITH SLAUGHTER & ASSOC.

EXHIBIT "C"

LETTER OF AGREEMENT

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE LETTER OF AGREEMENT
FOR PLANNING & CONSULTING SERVICES WITH SLAUGHTER & ASSOC. ALDERMAN STRINGER
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED ORDINANCE 1984 (57-S) CHANGING METER DEPOSITS TO
NON REFUNDABLE SERVICE FEE.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO TABLE THE ORDINANCE. ALDERMAN
CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE REGULAR MEETING OF APRIL 19, 2011. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
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 APRIL 19, 2011


MAYOR HAL MARX

SEAL

ATTEST


MELISSA MARTIN, CITY CLERK

“ EXHIBIT A”

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally came and appeared before me, the undersigned authority, in and for the state and county aforesaid Benjamin M. Stevens, III, Co-Executor of the estate of Benjamin M. Stevens, Jr., who stated on his oath that the estate is a Member of Richlon Land Company, a Mississippi limited liability company, who stated that he executed and delivered the above and foregoing instrument on behalf of said company, and its free and voluntary act and deed, on the day and date therein set forth.

This, the 1st day of August, A.D., 2011:

Benjamin M. Stevens, III
NOTARY PUBLIC

My Commission Expires: _____

(SEAL)



Prepared by:
City of Petal
P. O. Box 564
Petal, MS 39465
601-545-1776

Return to:
City of Petal
P. O. Box 564
Petal, MS 39465
601-545-1776

GROUND LEASE

FOR AND IN CONSIDERATION of the mutual promises, covenants, and conditions set forth herein, the undersigned Richlon Land Company, a Mississippi limited liability company, does hereby agree to let, demise, and lease the following described real property to the City of Petal, Mississippi, the legal description of which is as follows:

That certain part or parcel of the McInnis Lumber Company Subdivision, as per the map and plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, as per Exhibit "A" hereto, less and except the North 50 feet of said property.

TERM: The term of this lease is for three years, beginning May 1, 2011.

ANNUAL RENTAL: The rental payment required to be paid by the City of Petal, Lessee, to Richlon Land Company, LLC, Lessor, is the sum of One Dollar (\$1.00) per year, to be paid on or before May 31, 2011, and on a like date for any renewals or extensions thereof.

RENEWALS OR EXTENSIONS: Lessee, City of Petal, is hereby granted an option to renew this lease at the end of the lease period by giving to the Lessor notice thirty (30) days prior to the termination of any lease term, advising of its intention to renew the lease.

CANCELLATION: Lessor, Richlon Land Company, LLC, reserves the right to cancel the lease at any time during the its original term or renewal term, by giving to the Lessee, City of Petal, thirty (30) days written notice.

IMPROVEMENTS: Lessee, the City of Petal, may construct improvements on the leased premises, with prior written approval of the Lessor, Richlon Land Company, LLC. The Lessee, City of Petal, must remove any and all improvements or structure from the leased premises upon the termination or cancellation of this lease as required by Lessor, Richlon Land Company, LLC.

MAINTENANCE: The Lessee, City of Petal, is responsible for the maintenance and upkeep of the leased property during the term of the lease.

INDEMNITY: During the term of the lease, and any subsequent renewals, the City of Petal, Mississippi, as occupier of the premises, will assume all liability for the use and occupancy of said premises.

WITNESS THE SIGNATURES of the parties on this, the 1st day of May, A.D., 2011.

LESSOR
RICHTON LAND COMPANY, LLC
BY: Ben Stevens
BENJAMIN M. STEVENS, III
CO-EXECUTOR OF ESTATE OF BENJAMIN STEVENS, JR.

LESSEE
CITY OF PETAL A MUNICIPAL CORPORATION
BY: Hal Marx
HAL MARX, MAYOR

ATTEST:
Melissa Martin
Melissa Martin, City Clerk



“EXHIBIT B”

Annual PC & Computer Network Support Agreement

This Support Agreement, by and between Secure Networks, L.L.C., a Mississippi Limited Liability Company hereinafter referred to as Secure Networks, and the City of Petal, hereinafter referred to as “CLIENT”. This Support Agreement applies to the CLIENT’s PC and main IBM System Computer network as described below.

This agreement is for 24 hours of bi-annual support services, to be allocated and billed on a monthly bases at (4) support hours per month. The Support Fee for PC and Network support will be invoiced at \$400.00/month.

The initial agreement term is from 1 May 2011 to 31 October 2011.

This Support Agreement will provide the following services:

- Best effort or next business day response for on-site services, as required, for troubleshooting and configuring PCs, Printers, File Servers, Central Authentication Servers and other network devices. Unlimited email accounts and necessary installation and troubleshooting support.
- Web Hosting Space and Domain Name, i.e. PETAL.POLICE-MS.COM and/or CITYOFFPETAL.COM, management and support.
- All Local Area and Wide Networking Management and Support to Include Internet Connectivity, Local Area Network Equipment including the CLIENT’s Internet Firewall and Virtual Private Network (VPN) support for CLIENT’s Remote Access needs back to the CLIENT’s Local Area Network and any CLIENT approved Vendor needing remote access and/or Technical Cooperation.
- Provide consulting services to city personnel concerning all computer and network issues.

The CLIENT acknowledges that he has read this Agreement, the terms and conditions of which are set forth on this page and in the Support Agreement Terms and Conditions document attached hereto, and understands it and agrees to be bound by its terms and conditions. Further, the CLIENT agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

Secure Networks, L.L.C. Client: City of Petal
By: _____
Name: Hal May
Owner Title: Mayor
Date: 04/25/11 Date: 4-25-11

Annual PC & Computer Network Support Agreement
Support Agreement Terms and Conditions

1. This Agreement will remain in force from the Commencement Date until the Support Termination Date.
2. Either CLIENT or Secure Networks can terminate the Support Agreement with a 30 day notice in the format of a letter signed by a CLIENT or Secure Networks authorized signature.
3. Secure Networks will provide to CLIENT, Personal Computer and Server and Network Support Services during Secure Networks’ normal working hours on a first-in, first-out basis. (8am – 5pm CST), based on problem severity. Any work done outside of the normal service hours is subject to be allocated at 1.5 times the standard rate plus expenses. Following are support services to be provided under this Agreement:
 - a) Best effort or next business day response for on-site services, as required, for troubleshooting and configuring PCs, Printers, File Servers, Central Authentication Servers and other network devices for City Hall, Municipal Court, Police Department or any other department and/or entity approved by the customer at their discretion.
 - b) Unlimited email accounts and necessary installation and troubleshooting support.
 - c) Web Hosting Space and Domain Name Management and support.
 - d) All Local Area and Wide Networking Management and Support to Include Internet Connectivity, Local Area Network Equipment including the CLIENT’s Internet Firewall and Virtual Private Network (VPN) support for CLIENT’s Remote Access needs back to the CLIENT’s Local Area Network and any CLIENT approved Vendor’s needing remote access.
 - e) Provide consulting services to county personnel concerning all computer and network issues.
4. Services NOT covered by this support agreement include:
 - a) Hardware maintenance or repairs to any non-PC related item. Repair of PC devices will be evaluated on a case-by-case basis with an evaluation of its economical costs to repair versus to replace.
 - b) Installation of Network Cabling. Exceptions will be made at the discretion of Secure Networks.
 - c) Software and Hardware which are no longer supported by their original manufacturer such as Microsoft Windows for Workgroups 3.1/3.11, Microsoft Windows 98, Microsoft Windows NT, Microsoft Windows ME and Microsoft Windows XP Home Edition are NOT supported under this agreement. Exceptions will be evaluated on a case-by-case basis and are approved at the discretion of Secure Networks.
 - d) Software and Hardware implemented into the CLIENT’s environment by CLIENT or other vendor which do not meet the original Software and/or Hardware’s compatibility approval to work together are subject to be excluded from support by Secure Networks.
 - e) Problems dealing with Applications Software.
 - f) Applications Software training.



5. The 24 bi-annual support hours will be spread out over the contract term with a monthly invoice for 4 hours per month at a rate of \$100 per hour. Secure Networks will maintain a log of services provided. A minimum 1 hour will be LOGGED for any on-site work required. CLIENT may be required to acknowledge on-site work performed by a work order sign-off. Secure Networks and CLIENT will annually reconcile and provide credits or invoice for payment for the over/under hours utilized.
6. A monthly four hour minimum will be charged to CLIENT regardless of whether the service has been requested and/or approved by CLIENT. Upon the event of requested and/or approved work by CLIENT, Secure Networks will not charge for the first four of these hours of work performed. Following are the support services to be provided under the monthly four hour minimum requirement charge and therefore will not be logged as a billable service contract work within each monthly billing cycle:
 - a) Nightly daily/master tape backup maintenance to CLIENT’s File Server which includes:
 - i. Nightly tape swaps and/or Remote Backups for Police Department Server
 - ii. Regular backup proof-of-success file verification
 - iii. Backup Tape Drive Cleaning Routine(s) where applicable for Police Department Server.
 - iv. Master Emergency Recovery Boot Image Creations as needed for Police Department Server.
 - b) File Server Operating System Maintenance/Updates as needed
 - c) Firewall(s) Update(s) and Maintenance as needed
 - d) Remote Site Critical File Backup Maintenance and Spot Checks
 - e) Web Space
 - f) Email w/ Unlimited Accounts for up to Two Domains, i.e. PETAL.POLICE-MS.COM/CITYOFFPETAL.COM.

Any additional service work performed up and beyond the first four required hours of the Service Contract will be billed on the next monthly billing cycle at the Service Contract’s discounted rate of \$100 per hour.

7. The Monthly Service Contract Agreement monthly invoice will be created specifically for a given month and invoiced no later than 15 days prior to the given month. Payment of the invoice for the said given month is expected no later than the 15th of said given month.
8. The purchase of any hardware or software item required to establish or restore desired system functionality would be the responsibility of CLIENT. CLIENT will issue necessary purchase order(s) to procure the required item.
9. Reinstatement of this Agreement after having not been in force for sixty (60) days or less will be made retroactive to the date that the Agreement was terminated with no reinstatement charge.
10. The terms and conditions of this Agreement may be modified by Secure Networks effective on the date of automatic renewal by providing the CLIENT with one month’s prior written notice. Any such modification will apply unless the CLIENT exercises the option to terminate this Agreement.



11. Otherwise, this Agreement can only be modified by a written agreement duly signed by a person authorized to sign agreements on behalf of the CLIENT and Secure Networks and variance from the terms and conditions of the Agreement in any CLIENT order or other modification will be of no effect.
12. Secure Networks’ services provided outside the scope of this Agreement will be furnished at Secure Networks’ applicable time, material billing rate and terms then in effect. Such services provided outside of the scope of this Agreement are at the discretion of Secure Networks.
13. Neither CLIENT nor Secure Networks is responsible for failure to fulfill its obligations under this Agreement due to causes beyond their reasonable control.
14. It is understood and agreed by the parties to hereto that if any part, term, or provision of this Agreement is by the courts held illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain the particular part, term or provision that is held to be invalid.
15. The parties agree that should either of them default in any of the covenants or agreements contained herein, the prevailing party shall be entitled to all costs and expenses including a reasonable attorney’s fee, which may arise or accrue from enforcing this Agreement in a court of law.
16. Secure Networks agrees to maintain Liability Insurance Coverage during the life and term of the Agreement for a minimum coverage amount of \$1,000,000.00 to protect Secure Networks and CLIENT in the event damage to equipment/property occurs at the fault of Secure Networks.

LETTER OF AGREEMENT FOR**"EXHIBIT C"****PLANNING AND CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between **SLAUGHTER & ASSOCIATES, PLLC**, hereinafter called the CONSULTANT and **PETAL, MISSISSIPPI**, hereinafter called the CITY.

1. The CITY does hereby employ the CONSULTANT to perform professional and technical services for REDISTRICTING OF ELECTIONS DISTRICTS:

Phase I

- Determination of the need to redistrict or not – benchmark plan (utilizing 2010 census data).

Phase II

- Public awareness effort (public meeting regarding the need to redraw election districts, benchmark plan);
- Preparation of plan (preparation of up to two (2) alternate plans);
- Public input (public meeting regarding presentation of plan).

Phase III

- Prepare legal descriptions of new election districts;
- Prepare preclearance submission for the U.S. Department of Justice;
- Consultation with U.S. Department of Justice.

2. The CONSULTANT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work.

3. The CITY shall compensate the CONSULTANT for professional services rendered (Phase I estimated to range from \$1,000 to \$1,500. Phase II estimated to range from \$7,500 to \$10,000. Phase III estimated to range from \$7,500 to \$10,000) plus direct reimbursement for out-of-pocket expenses including purchased information and services, copies, graphic materials, travel and other necessary expenses.

4. The CONSULTANT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the CONSULTANT and will be accompanied by an itemized statement of work performed. The CITY shall pay the CONSULTANT the total amount of the invoice within thirty (30) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

Principal Planner:	\$175.00/hr.
Associate Planner I:	\$125.00/hr.
Associate Planner II:	\$100.00/hr.
Assistant Planner I:	\$ 85.00/hr.
Assistant Planner II:	\$ 60.00/hr.
Planning/GIS Technician:	\$ 50.00/hr.
Office Technician:	\$ 30.00/hr.

5. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to the CONSULTANT.

6. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the CONSULTANT under this agreement shall be the property of the CITY, even if remaining with the CONSULTANT, and the CONSULTANT shall maintain confidential all of such information unless specifically authorized in writing by the CITY through its Mayor or Attorney.

IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the 120 day of April, 2011.

CLIENT: CITY OF PETAL, MISSISSIPPI

BY: Hal Marx
Hal Marx, Mayor

WITNESS: Melissa Martin
Melissa Martin, City Clerk

CONSULTANT: SLAUGHTER & ASSOCIATES, PLLC

BY: Mike Slaughter
Mike Slaughter, P.E., AICP

WITNESS: Meg Crockett
Meg Crockett, AICP