

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 4, 2011 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

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|---------------|---|
| THOSE PRESENT | MAYOR HAL MARX |
| CITY ATTORNEY | TOM TYNER |
| ALDERMEN | DAVID CLAYTON TONY DUCKER WILLIE HINTON JAMES RUNNELS STEVE STRINGER |
| OTHERS | ADA MADISON TOMMYE CORLEY MACK WALLEY JEFF FLATHAU BERNARD JACKSON AND MANY OTHERS |

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

THE INVOCATION WAS OFFERED BY WILLIE HINTON.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, THE MAYOR PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

10. REQUEST TO BEGIN REVIEW PROCESS FOR CITY OF PETAL EMERGENCY PLAN AND THE FIRE DEPT SOG.
11. REQUEST TO REFUND WATER CUSTOMERS DUE TO OVERPAYMENT ON CLOSED ACCOUNTS.
12. REQUEST TO STOP PAYMENT ON CHECK ISSUED TO ROBERT MCGILVARY FOR BOND REFUND.

ORDERS & ORDINANCES

6. REQUEST TO ADOPT ORDER ADJUSTING THE SALARY OF DEREK ARRINGTON TO \$12.00 MONTHLY.
7. REQUEST TO HIRE PHIL CLARK FULL TIME IN THE WATER DEPT AT \$10.00 PER HOUR PENDING DRUG SCREEN AND PHYSICAL.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA AS AMENDED. 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 THE MINUTES OF THE REGULAR MEETING OF DECEMBER 21, 2010.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF DECEMBER 21, 2010 AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT.

THEREUPON, TOMMYE CORLEY ADDRESSED THE BOARD CONCERNING GREENS CREEK NEAR HER HOME ON CENTRE CIRCLE. MS. CORLEY STATED THAT THE CREEK NEEDS TO BE CLEANED OUT. THERE IS SOME DEBRIS IN THE BOTTOM IMPEDING THE FLOW OF WATER.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE BID FROM EMPIRE TRUCK SALES IN THE AMOUNT OF \$127,360.00 FOR A REAR LOADER GARBAGE TRUCK.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE BID FROM EMPIRE TRUCK SALES IN THE AMOUNT OF \$127,360.00 FOR A REAR LOADER GARBAGE TRUCK. ALDERMAN RUNNELS 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 PLACE A SPEED HUMP AT THE ENTRANCE TO TRAILWOOD.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE LARRY CARRAWAY TO MEET WITH THE HOMEOWNER'S ASSOCIATION PRESIDENT AND TO PLACE SPEED HUMPS AT THE ENTRANCE TO TRAILWOOD AND TRAILWOOD WEST. ALDERMAN RUNNELS 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 HARDWARE MAINTENANCE AGREEMENT WITH BBI FOR THE UTILITY HANDHELD ONLY AT A COST OF \$700.00.

EXHIBIT "A"

HARDWARE MAINTENANCE AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO RENEW THE HARDWARE MAINTENANCE AGREEMENT WITH BBI ON THE UTILITY HANDHELD ONLY AT A COST OF \$700.00. 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 RENEW THE SOFTWARE MAINTENANCE AGREEMENT WITH BBI AT A COST OF \$6,510.00.

EXHIBIT "B"

SOFTWARE MAINTENANCE AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO RENEW THE SOFTWARE MAINTENANCE AGREEMENT WITH BBI AT A COST OF \$6,510.00. 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 AN EXTENSION OF BUILDING PERMIT #4677 FOR FLATHAU'S FINE FOODS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO GRANT A SIX MONTH EXTENSION OF BUILDING PERMIT #4677 FOR FLATHAU'S FINE FOODS. ALDERMAN RUNNELS 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 PLANNING COMMISSION RECOMMENDATION TO GRANT A CONDITIONAL USE PERMIT TO MACK WALLEY FOR 65 CITY BARN LOOP TO PLACE A MODULAR OFFICE UNIT ON THE PROPERTY.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT A CONDITIONAL USE PERMIT TO MACK WALLEY FOR 65 CITY BARN LOOP TO PLACE A MODULAR OFFICE UNIT ON THE PROPERTY. 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 RESCIND THE PUBLIC HEARING DATE SET FOR THE ABANDONMENT OF ELM DRIVE.

THEREUPON, MAYOR MARX REQUESTED TO MOVE THIS ITEM TO THE END OF AGENDA FOR EXECUTIVE SESSION.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO TERMINATE TIM WOODS IN THE WATER DEPT EFFECTIVE DECEMBER 28, 2010.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TERMINATE TIM WOODS IN THE WATER DEPT EFFECTIVE DECEMBER 28, 2010. 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 DOCKET OF CLAIMS FOR THE MONTH OF DECEMBER 2010.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY CLAIM #'S 117876-118167 FOR THE MONTH OF DECEMBER 2010. ALDERMAN RUNNELS 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 DECEMBER 2010.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF DECEMBER 2010. 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 BEGIN THE REVIEW PROCESS FOR THE CITY OF PETAL EMERGENCY PLAN AND THE FIRE DEPT SOG.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO BEGIN THE REVIEW PROCESS FOR THE CITY OF PETAL EMERGENCY PLAN AND THE FIRE DEPT SOG. 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 REFUND THE FOLLOWING WATER CUSTOMERS DUE TO OVERPAYMENT ON CLOSED ACCOUNTS.

MIRIAM FUENTES - \$56.00

AMBER FINCH - \$44.00
TIMOTHY SANFORD - \$38.00
RYAN GORE - \$44.00
EMILY HOBBS - \$44.00

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE WATER DEPT TO REFUND THE FOREGOING CUSTOMERS DUE TO OVERPAYMENT ON CLOSED ACCOUNTS. 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 STOP PAYMENT ON CHECK #1301 TO ROBERT MCGILVARY

EXHIBIT "C"

LETTER FROM JUDGE SMALLWOOD

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO STOP PAYMENT ON CHECK #1301 TO ROBERT MCGILVARY PER JUDGE SMALLWOODS REQUEST. 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 HIRING HEATHER SHOEMAKE IN THE POLICE DEPT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
HIRE A DISPATCHER

IT IS HEREBY ORDERED THAT HEATHER SHOEMAKE
BE HIRED AS FULL TIME DISPATCHER IN THE
POLICE DEPT. AT A RATE OF \$11.01 PER HOUR
EFFECTIVE JANUARY 5, 2011

SO ORDERED THIS THE 4TH DAY OF JANUARY 2011

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN RUNNELS 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 ANGELA HOEFLICH TO ADMINISTRATIVE ASSISTANT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY
TO HIRE AN ADMINISTRATIVE ASSISTANT IN
THE POLICE DEPARTMENT

IT IS HEREBY ORDERED THAT ANGELA HOEFLICH
BE TRANSFERRED FROM DISPATCH TO ADMIN. ASST.
AT A RATE OF \$14.15 PER HOUR
EFFECTIVE JANUARY 5, 2011

SO ORDERED THIS THE 4TH DAY OF JANUARY 2011

THEREUPON, ALDERMAN CLAYTON 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 THE FOLLOWING ORDER HIRING JEROMY BROWN
AS FULL TIME POLICE OFFICER.

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 JEROMY BROWN
BE HIRED AS 3RD CLASS POLICE OFFICER
AT A RATE OF \$13.78 PER HOUR
EFFECTIVE FEBRUARY 1, 2011

SO ORDERED THIS THE 4TH DAY OF JANUARY 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 AN ORDER ADJUSTING THE SALARY OF JAMES
RUNNELS

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE ORDER. MOTION
DIED DUE TO LACK OF A SECOND.

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDINANCE AMENDING
BUILDING AND FIRE CODES.

EXHIBIT "D"

ORDINANCE 2006 (103-A)

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOREGOING 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

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER ADJUSTING THE SALARY OF DEREK ARRINGTON

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL DEEM IT NECESSARY TO ADJUST THE SALARY OF DEREK ARRINGTON

IT IS HEREBY ORDERED THAT DEREK ARRINGTON BE INCREASED TO \$12.00 PER MONTH EFFECTIVE JANUARY 1, 2011

SO ORDERED THIS THE 4TH DAY OF JANUARY 2011

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 FOLLOWING ORDER HIRING PHIL CLARK FULL TIME IN THE WATER DEPT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL DEEM IT NECESSARY TO HIRE A FULL TIME LABORER IN THE WATER DEPT

IT IS HEREBY ORDERED THAT PHIL CLARK BE HIRED FULL TIME IN THE WATER DEPT AT A RATE OF \$10.00 PER HOUR EFFECTIVE 1/10/2011 PENDING RESULTS OF DRUG SCREEN AND PHYSICAL

SO ORDERED THIS THE 4TH DAY OF JANUARY 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 CALLED FOR FURTHER PUBLIC COMMENT

THEREUPON, ADA MADISON ADDRESSED THE BOARD REGARDING 18 WHEEL TRUCKS ON SPRINGFIELD RD.

WHEREAS, MAYOR MARX REPORTED THAT TONIGHT WILL BE ALDERMAN RUNNELS LAST MEETING BEFORE BEING DEPLOYED TO AFGHANISTAN FOR MILITARY DUTY. MR. RUNNELS IS A VALUABLE MEMBER OF THE BOARD AND WILL KEEP IN TOUCH VIA EMAIL, ETC. WE WISH MR. RUNNELS THE BEST AND WE WILL HAVE A SMALL RECEPTION FOLLOWING THE MEETING FOR ANYONE WHO WISHES TO STAY.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO CLEAR THE ROOM TO DETERMINE THE NEED FOR EXECUTIVE SESSION.

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

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

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

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO RESCIND THE PUBLIC HEARING DATE SET FOR THE ABANDONMENT OF ELM DRIVE.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO RESCIND THE PUBLIC HEARING DATE SET FOR THE ABANDONMENT OF ELM DRIVE. 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

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADJOURN THE REGULAR MEETING OF JANUARY 4, 2011. ALDERMAN STRINGER SECONDED THE MOTION.

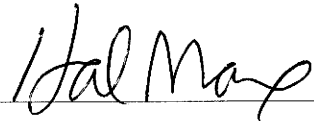
THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON JANUARY 4, 2011



MAYOR HAL MARX

SEAL

ATTEST



MELISSA MARTIN, CITY CLERK

November 10, 2010

Melissa Martin
City of Petal
P O Box 564
Petal, MS 39465

Dear Mrs. Martin:

We always want to take an opportunity to say "Thank You" for allowing us to provide your computer hardware support. In 2010, more customers used hardware maintenance than at any other time. For those with a tight budget, this is a cost-saving measure to use existing equipment rather than having to purchase new equipment. We are constantly striving to improve our service and would appreciate any input you may have to assist us in doing a better job.

Most of you continue to take the anti-virus option and it has paid off. We highly recommend you keep this, as viruses apparently will continue to be a constant battle. However, be aware that we will do all we can to remove the virus, but if your system has to be reloaded, there will be an additional cost.

Enclosed is your hardware contract and invoice for the 2011-year. Please review your hardware invoice for any discrepancies or changes. Your existing contract expires December 31, 2010. Please sign and return the contract; also don't forget to process invoice for payment, so your hardware support will continue. Deadline for payment reaching us is January 15, 2011. After that, all maintenance on your equipment will need to be re-inspected and will require a chargeable service call.

If you have some OLDER hardware and would like prices on some newer equipment, please contact us. We know it is sometimes less expensive to maintain equipment than purchase new, however any equipment (especially servers) over 5 years old is in all likelihood less expensive to replace than maintain. Larry or Matt can give further details about how purchasing new equipment can actually be a money saver. Once again, we really appreciate your business and look forward to serving you in the future. If you have any questions, please call our toll-free number

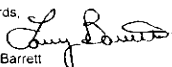
Regards,

Larry Barrett
President

EXHIBIT "A"

Annual Hardware Maintenance Agreement
January 1, 2011 through December 31, 2011

Initial Maintenance & Support

Purchase of most equipment includes 6 months warranty. This begins upon installation. During this time you have toll free telephone assistance and modem support when needed. This is only on equipment purchased from BBI, Inc. Mileage is chargeable on ALL onsite visits

Extended Maintenance & Support

Upon expiration of the initial 6 month warranty, extended maintenance and support for equipment is available at individual pricing. See attached equipment invoice. If you choose to not take maintenance then the current rates will be charged for assistance. Mileage is chargeable on ALL onsite visits.

| | |
|-----------------------|----------------------------|
| Current Rates: | |
| Technical Assistance | 150.00 per hour |
| Mileage | current allowable IRS rate |
| Lodging and Meals | 170.00 per day |

Contact Person: Melissa Martin

The maintenance services to be provided herein are subject to the attached terms and conditions.

BBI, Inc
By _____
Title _____
Date _____

CITY OF PETAL
By Melissa Martin
Title City Clerk
Date 1/6/2011

HARDWARE MAINTENANCE AGREEMENT
TERMS AND CONDITIONS

- AGREEMENT TO PROVIDE SERVICES** BBI, Inc. (BBI) agrees to provide hardware maintenance services on the Product(s) indicated in the Product Information section of the Agreement. BBI will upon request restore inoperative Product(s) to operative condition. In its performance, BBI reserves the right to use repaired parts and subcontractors to provide service.
- ON-SITE SERVICE.** Service coverage's are as follows: Principal Period of Maintenance (PPM)- The contracted daily hours of service coverage, normally 8:00 A.M. - 5:00 P.M. except holidays - Monday through Friday. Where acceptable to the customer and practical to efficiently effect repair of inoperative product, BBI will provide telephone technical support or remote repairs via Internet/Modem to diagnose part requirements or effect user adjustment repairs. Rates cover the repair of normal equipment failure only. Multiple unrelated failures and missing parts are subject to additional charges as outlined in section 10.
- INSTALLATION.** BBI will, upon request, install Product at a mutually agreed upon time during the PPM. Installation shall include unpacking, any required assembly, Product checkout, hookup of supplied cables, and instruction on product operation (exclusive of PC instruction. Installation will bring PC up to native system prompt). Customer will prepare the installation site at Customer's expense prior to the date of installation.
- PREVENTIVE MAINTENANCE.** The requirement for and frequency of preventive maintenance will be determined solely by BBI, typically performed at the same time as its standard service and excludes such items as noted in section 10.
- TERM.** The term of this agreement is for one year. A one-year maintenance is included for hardware. Neither party shall have any liability to the other after completion of a term, except as expressly set forth in this Agreement. Upon termination, cancellation or expiration of this Agreement, those Articles that by their own terms survive shall continue in full force and effect.
- PAYMENTS.** Customer agrees to pay the rates stated on Page 1. Payment is due thirty (30) days prior to the commencement of any contract. At its option, BBI reserves the right to charge a late penalty fee of 1.5 percent per month, but not in excess of any lawful maximum, on any past due balance.
- CHANGE IN RATES.** Effective at the expiration of the term or at such a time that verified usage differs from contracted usage, BBI may change the rates by giving written notice. Customer may, upon receipt of such notice terminate this Agreement in full or with respect to any affected equipment by giving written notice thirty (30) days in advance of the effective date of change.
- PRECONTRACT INSPECTION.** BBI may require a Precontract Inspection (PCI) and performance of necessary repair prior to acceptance of a Service Agreement. Customer agrees to pay for such inspection and repair at then current time and material rates. If no PCI is performed and failure of equipment occurs within the first thirty (30) days of the term BBI may, at its discretion, charge then current time and material rates.
- WITHDRAWAL FROM SERVICE.** BBI reserves the right to withdraw any Product from coverage on thirty (30) days prior written notice. If in its sole discretion, it determines that the Product(s) cannot be properly or economically repaired, have excessive wear or deterioration, or are used in an incorrect application of the like.
- CHARGES FOR ADDITIONAL SERVICES.** Notwithstanding anything to the contrary, BBI services options identified above contain the following exclusions and are subject to charge at the then current time and material rate. (a) General. 1) Service of operator errors. 2) Interconnected systems hardware or software defects and telecommunications problems. 3) Problems resulting from the use of products not recommended by BBI, abuse, misapplication, customer or shipping damage, negligence, utilities malfunctions, natural or civil disasters, acts of God, prompted maintenance requirements, which are not warranted based on BBI assessment. 4) If service is performed by others, customer agrees to pay for repair resulting from problems due to said work. 5) Requested service outside contracted working hours. 6) Any re-building, refurbishing, replacing, overhauling and end-of-life replacement. 7) Customer sponsored specification modification changes. 8) Performing Services connected with the relocation of Product(s) or its connection by mechanical or electrical means to another machine or device. 9) Programming support.

- Printers.** 1) User replaceable items including but not limited to paper ribbons, print fingers, print heads, ribbon rollers and shields, laser toner cartridge, print drum or photoconductor belt, fuse or fuser pad, charger or coronas, transfer unit, and developer housing. 2) Operator responsible tasks such as remedial cleaning, print element or font cartridge replacement and option setup. 3) Laser preventative maintenance. 4) Repair resulting from use of consumables, which do not meet OEM specifications.
- PCs.** 1) Application software, network operating system hardware, upgrades drivers or patches. 2) In the event of a hard drive failure and replacement, BBI will install the same size or similar hard drive and restore the Operating System to the native system prompt. No other software will be installed. Data recovery will not be provided and BBI is not liable for any lost data.
- EXCUSABLE DELAYS.** BBI shall not be liable for delays or failures to perform with respect to this Agreement due to (a) causes beyond its reasonable control, (b) acts of God, epidemics, war, riots, strikes, delays in transportation or car shortages, or (c) inability to obtain necessary labor, materials, or manufacturing facilities, for causes beyond its control. In the event of any such delay, the time for performance shall be extended for a period equal to the time lost by reason of delay.
- LIMITATION OF LIABILITY.** BBI or its service agent's liability on any claim arising out of or connected with this Agreement shall in no event exceed one (1) year's total Service charges hereunder. In no event shall BBI or its service agent be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of profits or revenue, loss of use of the described Product(s) or any associated Product(s), cost of capital, cost of substitute facilities, Product(s) or use thereof, downtime costs, or claims by customers of BBI for such damages.
- CUSTOMER'S OBLIGATION.** Customer agrees to provide full and free access to Product(s) requiring Services and to provide a safe environment in which to work. Customer shall make available to BBI, at no charge, use of any Product attachments or features which are not under maintenance agreement but which are necessary for the proper maintenance of Product(s). Customer shall not undertake repair, modification, disassembly or adjustment except for user preventative maintenance and replacement of user replaceable items of the Product(s) without authorization of BBI. Customer shall not move the Product(s) from the location designated without prior notification to BBI. Notices for the Customer of any kind, including relocation or termination are to be sent to BBI, Inc., P.O. Box 320189, Howard, MS 39232. Attn: Hardware Support.
- GENERAL.** (a) Entire Agreement. This instrument and any amendment hereto is intended to be the sole and complete statement of the obligations of the parties as to the Services to be rendered and supercedes all previous undertakings, negotiations, and proposals with respect to such Product. No waiver, alteration, or modification or any provision hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. (b) Modification. BBI reserves the right to modify the terms and conditions of this Agreement at the end of the term by giving the Customer thirty (30) days prior written notice. Customer may elect not to renew or may withdraw the affected Product(s) from coverage at the end of such term by notifying BBI in writing of such intention. (c) Non-Transferable. Customer may not assign or transfer this Agreement without the prior written approval of BBI. (d) Applicable Law. The laws of the State of Mississippi shall govern this agreement. (e) Action. No action, regardless of form, arising from the transactions under this Agreement may be brought by either party more than two (2) years after the cause of action accrued. (f) Severability. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall be ineffective as to the extent of that prohibition and unenforceable, but shall not invalidate the remaining provisions of this Agreement. (g) Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

EXHIBIT "B"

November 12, 2010

Melissa Martin
 City of Petal
 P. O. Box 564
 Petal, MS 39465


Dear Mrs. Martin:

First and foremost we want to say "thank you" for allowing us to provide you with our software services for 2010. We appreciate you allowing us to partner with you to meet your software needs. Since May 13, 1982 we have remained dedicated to customer service and in the coming years will strive to surpass our previous expectations. While we have all felt the economic problems, we sincerely hope you will continue software support. Support provides protection for your organization through timely, accurate assistance. Retaining support alleviates stress on your employees and added expense to you.

There will be a modest increase in some "Utility/Water Billing" and "Payroll" customers. For the few of you that have not updated to version 2.8, I highly recommend that you make a decision before December 31, 2010, as all discounts will run out on January 1, 2011. If you can at least get on the list, we can hold your spot and thereby hold your discount. While, we will support the older version thru 2012, there will be 20 percent increases in the maintenance amount (per module) each year starting next year. Please contact Larry or Matt at 1.800.223.4460 to reserve you upgrade slot.

Your current software support agreement will expire December 31, 2010. Enclosed you will find the agreement, and the invoice for the coming year. **Please assign a contact person, sign the agreement and process the invoice for payment.** Please insure all payments reach us before January 9, 2011 to prevent unnecessary billing. If you have any questions, please don't hesitate to give us a call. We appreciate your business and look forward to serving you in 2011.

Sincerely,


 Larry Barrett
 President
 encl.

Initial Maintenance & Support

Purchase of software includes 1 year of initial software maintenance support services. This period begins upon installation. During this time you are permitted unlimited modem support and toll-free telephone assistance. This does not include additional training and/or customized programming.

Extended Maintenance & Support

Software enhancements are provided at no additional charge. However, **time and materials required to implement these enhancements will be chargeable.** Any on-site support time will be charged at our current hourly rate. Mileage is chargeable on ALL onsite visits.

Upon expiration of the initial 1 year, extended maintenance and Support per module is available at per module pricing.

Benefits:

- 1) Unlimited toll-free telephone assistance
- 2) Unlimited modem support
- 3) Free program enhancements
- 4) Free After Hours phone support

Current Rates:

| | |
|---|----------------------------|
| Custom programming/Technical Assistance | 150.00 per hour |
| Training: | |
| At Customer site | 75.00 per hour |
| At BBI, Inc | 50.00 per hour |
| Mileage | current allowable IRS rate |
| Lodging and Meals | 170.00 per day |

Contact Person: Melissa Martin

The maintenance services to be provided herein are subject to the attached terms and conditions.

BBI, Inc.

CITY OF PETAL

By _____

By M. M. Martin

Title _____

Title City Clerk

Date _____

Date 11/2/2011

**SOFTWARE MAINTENANCE AGREEMENT
 TERMS AND CONDITIONS**

IN CONSIDERATION OF the terms and conditions of the Agreement and other goods and valuable consideration, the parties hereto agree as follows:

SOFTWARE OWNERSHIP.

CUSTOMER agrees that BBI, Inc. possesses exclusive title and ownership of the BBI, Inc. software.

- A. CUSTOMER agrees that CUSTOMER acquires neither ownership nor any other interest in the BBI, Inc. software, except for the right to use and possess the software in accordance with the terms and conditions of this agreement.
- B. CUSTOMER agrees that BBI, Inc. software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by BBI, Inc. are and shall remain the exclusive property of BBI, Inc. CUSTOMER agrees that the BBI, Inc. software consists of BBI, Inc.'s trade secrets. BBI, Inc. shall retain all copyrights in the BBI, Inc. software, whether published or unpublished.

PROPRIETARY INFORMATION.

- A. CUSTOMER may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Software, in whole or in part, or any copy of the same in any form, to any other person or entity.
- B. CUSTOMER shall maintain the confidentiality of the Software and unless specifically authorized by BBI, Inc. or except for ordinary and necessary backup purposes CUSTOMER may not make or have made any copies of the Software or any part thereof. CUSTOMER shall include BBI, Inc.'s proprietary notice or other legend on any copies made by CUSTOMER as permitted hereunder.

SOFTWARE SUPPORT

BBI, Inc. shall provide CUSTOMER with software support for the BBI, Inc. Software specified on the invoice accompanying this Agreement.

ERROR CORRECTION

An error correction is defined as a change made to the BBI, Inc. Software so that the software functions in accordance with its specifications. As part of the maintenance services provided herein, BBI, Inc. shall provide reasonable systems analysis and programming services to correct errors.

ENHANCEMENTS

BBI, Inc. shall at its sole discretion make enhancements to the BBI, Inc. software. BBI, Inc. shall provide CUSTOMER these enhancements as and when they are made generally available. An enhancement as used in this Agreement is defined as an improvement to the Software, such as but not limited to adding a report, adding a function, or a new program.

- A. CUSTOMER acknowledges that the Enhancements may not be compatible with CUSTOMER'S particular hardware configuration or operating system. CUSTOMER acknowledges that additional hardware and software may be required at the CUSTOMER'S expense in order to utilize the Enhancements.
- B. CUSTOMER acknowledges that the Enhancements are provided as part of the maintenance services provided herein. CUSTOMER agrees to compensate BBI, Inc. for time and materials required to implement these Enhancements and any on-site support time at our current hourly rate.

UPDATES

An update is defined as a change made in the BBI, Inc. Software which is required in order for the software to function according to BBI, Inc.'s software specifications. Updates of the BBI, Inc. Software are provided to CUSTOMER as part of the maintenance services provided by this Agreement. Updates would include, but are not necessarily limited to the following:

- A. Installation of an error correction.
- B. Any change in the BBI, Inc. software that does not add a function.
- C. A change necessary because of legislative changes to CUSTOMER'S state statutes.

TELEPHONE SUPPORT

BBI, Inc. shall provide CUSTOMER toll-free telephone support for answering questions concerning use of BBI, Inc. software. This service shall be provided between the hours of 8:00 a.m. and 5:00 p.m. Central Standard Time, Monday through Friday, excluding holidays.

FEES AND PAYMENT

For the services provided herein, CUSTOMER agrees to pay the annual maintenance fee as specified in this Agreement in accordance with the following:

- A. Purchase of BBI, Inc. software includes 1 year maintenance from the time the Software is installed.
- B. If CUSTOMER fails to pay the maintenance fee when due, BBI, Inc. shall have the right in its sole discretion to suspend its performance or terminate this Agreement.
- C. If at any time during the maintenance period, the CUSTOMER'S account shall fall 45 days past due, BBI, Inc. shall have the right in its sole discretion to suspend its performance until account is brought current.

SUPPORT FOR CUSTOMERS NOT PARTICIPATING

If CUSTOMER elects not to participate in the BBI, Inc. Software Maintenance Agreement, CUSTOMER shall receive support on a time and materials basis in accordance with the following terms:

- A. Support telephone and modem calls and related work and/or expenses will be billed at BBI, Inc.'s current hourly rate with a one hour minimum.
- B. Updates and Enhancements shall be provided to CUSTOMER at CUSTOMER request. The fee for said Update and Enhancements shall be determined solely by BBI, Inc. at the time the request is made by CUSTOMER.
- C. If CUSTOMER elects not to have Updates and Enhancements to the BBI, Inc. software, BBI, Inc. shall not be responsible for its inability to support the BBI, Inc. software.

ADDITIONAL SERVICES

The services listed below are not included in the BBI, Inc. Software Maintenance Agreement. These services shall be provided at BBI, Inc.'s discretion and will be billed on a time and material basis at BBI, Inc.'s current rates.

- A. Changes in print programs.
- B. Software modification unique to particular CUSTOMER installation.
- C. Responding to problems caused by CUSTOMER'S personnel, including but not limited to operator errors.
- D. Providing operator training.
- E. Any other services performed by BBI, Inc. not otherwise specifically provided for in this Agreement.

EXHIBIT "C"



PETAL MUNICIPAL COURT

*Sheila Smallwood
Municipal Court Judge
127 West 8th Ave
Petal, MS 39465*

*Michelle Strebeck
Municipal Court Clerk
Telephone (601) 582-5351
Fax (601) 582-8431*

January 4, 2011

Mayor Marx and Board of Alderman:

RE: Robert McGilvary

The above referenced Defendant has multiple pending charges in Petal Municipal Court. Some of those charges were adjudicated then appealed. Thereafter a plea agreement was reached which remanded some of the charges to the file on certain conditions. The procedural history is complex and I actually recused myself initially after he made an appearance at my private office and discussed his case with my assistant. Regardless, we issued a refund of his cash bond in the amount of \$3,450.00 with the board's approval. After the check was mailed, it was determined that the charges for which the refund was granted have now revived after the conditions of the County Court order were allegedly violated by Mr. McGilvary. This letter is to explain the reason for the recent stop payment request of the check. Hopefully the matter will be finally resolved at the scheduled court date of January 7, 2011, with Judge George Gunter presiding.

Sincerely,

A handwritten signature in cursive script that reads "Sheila Smallwood".

Sheila H. Smallwood
Municipal Judge

CITY OF PETAL
MINUTE BOOK 31

ORDINANCE NUMBER 2006 (103-A)

AN ORDINANCE AMENDING THE BUILDING, PLUMBING, ELECTRICAL, GAS, FIRE PREVENTION, MECHANICAL, AND PROPERTY MAINTENANCE CODES FOR THE CITY OF PETAL, MISSISSIPPI

WHEREAS, the City of Petal, Mississippi, is authorized by Section 21-19-25 and Section 21-10-25 of the Mississippi Code Annotated (1972, as amended), to enact such Codes as may be necessary and proper to preserve the general public health, safety, and welfare of the people of the City of Petal, Mississippi; and

WHEREAS, the City of Petal, Mississippi, acting by and through its Mayor and Board of Aldermen, has found certain conditions to exist which make it necessary to adopt certain Codes in order to preserve the general health, safety, and welfare of its citizens; and

WHEREAS, the Mayor and Board of Aldermen have examined the following revised Codes and found them to be reasonable and necessary in providing the City of Petal, Mississippi adequate protection in preserving the general public health, safety, and welfare;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, AS FOLLOWS:

SECTION 1: ADOPTION OF CODES

For the purpose of establishing uniform rules and regulations this body hereby adopts those certain Codes for building, plumbing, gas, electrical, fire prevention, mechanical, and property maintenance, all being incorporated herein by reference and specifically identified as follows:

- 2008 edition of The National Electric Code, as amended.
- 2006 edition of The International Building Code, including appendices A, F, G & J
- 2006 edition of International Residential Code, including appendices A, B, C, D, E, F, G, J & K
- 2006 edition of the International Fire Code, including appendices B, C, D, E, F & G
- 2006 edition of the International Mechanical Code, including appendix A
- 2006 edition of the International Plumbing Code, including appendices B, C, D, E, F & G
- 2006 edition of the International Fuel Gas Code, including appendices A, B, C & D
- 2006 edition of International Property Maintenance

Said Codes are adopted in their entirety, save and except such portions which are hereinafter deleted, replaced, or modified. Said Codes are hereby adopted by reference and are incorporated herein as fully as if set out at length herein. The provisions of said Codes shall be controlling in the construction, alteration, and repair, including any and all improvements which by their nature fall under the provisions of the Codes herein enumerated, of any and all buildings and structures which are situated within the corporate limits of the City of Petal, Mississippi, from and after the effective date of this Ordinance.

SECTION 2: COPIES

There shall be not less than three (3) copies of said Codes placed on file in the City Building Department for public inspection and use, said copies to be located in the offices of the Building/Codes Official and the City Engineer.

SECTION 3: DELETIONS, ADDITIONS, AND MODIFICATIONS:

- A. The provisions of this Ordinance shall be administered and enforced by a Building/Codes Official, or his designated representatives, and, as appropriate, the Fire Chief, the Fire Inspector, or their designated representatives.
- B. The provisions of this Ordinance dealing with appeals shall be administered and enforced by the City of Petal Planning Commission as set forth in Section 112 of the International Building Code.
- C. The method of appointment and the term of office of the City of Petal Planning Commission shall be established by the Mayor and Board of Aldermen of the City of Petal, Mississippi.
- D. Any person violating any provision of this Ordinance shall be fined, upon conviction, not less than \$10.00 nor more than \$500.00 and the cost of Court for each offense. Each day such violation continues shall constitute a separate offense.
- E. In case any building or other structure is created, constructed, reconstructed, repaired, altered, converted, or maintained, or any building, structure, or land is used in violation of this Ordinance, the Building/Codes Official of the municipality shall take appropriate

| Total Valuation | Each Inspection: |
|---------------------------------|------------------|
| a. \$0 to \$100,000.00 | \$25.00. |
| b. \$100,001.00 to \$500,000.00 | \$35.00. |
| c. \$500,001.00 and up | \$50.00. |

SECTION 4:

Nothing in this Ordinance or in the Codes hereby adopted shall be construed to affect any suit or proceeding now pending in Court, or any rights acquired, or liability incurred, nor any cause or causes of action existing under any act or Ordinance repealed hereby. No right or remedy of any character shall be lost, impaired, or affected by this Ordinance.

SECTION 5:

The invalidation of any Section or provision of this Ordinance or of the Codes adopted shall not invalidate other Sections or provisions thereof.

SECTION 6:

Ordinances or parts of Ordinances in force at the time this Ordinance shall take effect, and inconsistent herewith, are hereby repealed.

SECTION 7:

The adoption of changes in any of the rate schedules contained herein shall be by Order or Resolution of the Board of Aldermen, without the necessity of adoption by Ordinance.

SECTION 8:

This Ordinance shall take effect and be in full effect and force in thirty (30) days after its adoption. The Mayor of the City of Petal is hereby authorized and directed to give notice of the adoption of this Ordinance as required by the provisions of Section 21-19-25 and Section 21-10-25 of the Mississippi Code Annotated, (1972, as amended).

NOW THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Petal, Mississippi, that this ordinance be adopted to preserve the general public health, safety, and welfare of the people of the City of Petal, Mississippi as stated above.

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

Those present and voting "AYE" and in favor of the passage, adoption, and approval of Section 1, 2, 3, 4, 5, 6, 7, & 8 of the foregoing Ordinance:

- Alderman David Clayton
- Alderman Tony Ducker
- Alderman Willie Hinton
- Alderman James Rimmels
- Alderman Steve Stringer

Those present and voting "NAY" or against the adoption of Sections 1, 2, 3, 4, 5, 6, 7, & 8 of the foregoing Ordinance:

None

Those present and voting "AYE" and in favor of the adoption of the foregoing ordinance as a whole:

- Alderman David Clayton
- Alderman Tony Ducker
- Alderman Willie Hinton
- Alderman James Rimmels
- Alderman Steve Stringer

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

action to prevent such unlawful erection, construction, reconstruction, ⁴³¹ repair, conversion, maintenance, or use, to correct or abate such violations, or to prevent occupancy of such a building, structure, or land.

F. Permit fees are hereby levied as follows:

| Construction Permits: | Valuation: Fee: |
|---------------------------------|--|
| 1. Initial Permits: | |
| a. Issuance Fee: \$20.00 | |
| 2. Construction Permits: | |
| Total | Valuation: Fee: |
| a. \$1,000.00 to \$2,000.00 | \$25.00 minimum. |
| b. \$2,001.00 to \$15,000.00 | \$25.00 for the first \$2,000.00 plus \$6.00 for each additional thousand or fraction thereof, to and including \$15,000.00. |
| c. \$15,001.00 to \$50,000.00 | \$98.00 for the first \$15,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00. |
| d. \$50,001.00 to \$100,000.00 | \$273.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000.00. |
| e. \$100,001.00 to \$500,000.00 | \$473.00 for the first \$100,000.00 plus \$2.50 for each additional thousand or fraction thereof, to and including \$500,000.00. |
| f. \$500,001.00 and up | \$1,473.00 for the first \$500,000.00 plus \$1.50 for each additional thousand or fraction thereof. |

When the valuation of the proposed construction exceeds \$1,000.00 and a plan is required to be submitted by any Code, a plan-checking fee shall be paid to the City at the time of submitting plans and specifications for checking. Said plan-checking fee shall be equal to one-half of the building permit fee as set forth in 104.7 of the Building Code. Such plan-checking fee is in addition to the building permit fee.

- 3. Moving of Building or Structure: Total width of structure and equipment less than 14' -- \$100.00 per structure; total width of structure and equipment greater than 14' -- \$200.00 per structure. Plus police department escort fees based on applicable hourly rate.
- 4. Demolition of Building or Structure: \$25.00 per demolition.
- 5. Gas Permit: \$10.00 per gas meter.
- 6. Plumbing Permit: \$25.00 minimum inspection fee up to the first \$2,000.00, or fraction thereof, or as per outlined in Section 3, (F) (1) construction permit fees.
- 7. Mechanical Permit: \$25.00 minimum inspection fee up to the first \$2,000.00, or fraction thereof, or as per outlined in Section 3, (F) (1) construction permit fees.
- 8. Electrical Permit:
 - a. Mobile Homes: \$25.00
 - b. Fee for Addition to Residence: \$25.00
 - c. Fee for New Residence, 225 amps or less: \$40.00
 - d. Fee for New Residence, over 225 amps: \$60.00
 - e. Fee for Apartments, 4 plex or less: \$75.00
 - f. Fee for Apartments, 5 plex to 8 plex: \$125.00
 - g. Fee for Apartments larger than 8 plex: Apportioned according to above fees
 - h. All Industrial or Commercial: Based on total valuation of electrical work as levied above.
 - i. Any service work or temporary supply of services that requires a permit: \$25.00 minimum.
- 9. Swimming Pool Permit: Based on total valuation of construction as levied above.
- 10. All reinspection fees per each permit for any trade: \$15.00.

Where work for which a permit is required by any Code is started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of any Code in the execution of the work nor from any other penalties prescribed in any Code. Additionally, any firm, person or corporation who shall do anything prohibited by these regulations as the same exist or as they may hereafter be amended, or who shall fail to do anything required by these regulations as they now exist or as they may hereafter be amended, upon conviction of a violation shall be considered guilty of a misdemeanor punishable either by a fine not exceeding one thousand dollars (\$1,000.00) or not more than thirty (30) days in jail, or both. Each and every day that such violation exists shall be deemed a separate offense.

G. Inspection fees are hereby levied as follows:

None

WHEREUPON, the above and foregoing Ordinance be, and the same is hereby passed, adopted and approved on this the 21st day of December, A.D., 2010.

Hal Marx, Mayor

(SEAL)

Attest:

Melissa Martin, City Clerk

THIS

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INTENTIONALLY