

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 FEBRUARY 3, 2015 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
ATTORNEY	TOM TYNER
ALDERMEN	BRAD AMACKER DAVID CLAYTON TONY DUCKER WILLIAM KING STEVE STRINGER
OTHERS	VALERIE WILSON ADA MADISON JOHN WEEKS AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY TONY DUCKER

THE PLEDGE OF ALLEGIANCE WAS RECITED LED BY BOY SCOUT TROOP 3.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

REQUEST TO PURCHASE ADVERTISING FOR KIWANIS CLUB PANCAKE DAY IN THE AMOUNT OF \$60.00

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE THE MINUTES OF THE REGULAR MEETING OF JANUARY 20, 2015.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF JANUARY 20, 2015 AS WRITTEN. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT.

THEREUPON, DONNA WILSON ADDRESSED THE BOARD REGARDING THE SENIOR CENTER GETTING THEIR OWN BUILDING AGAIN. MAYOR MARX STATED THAT BUDGET RESTRAINTS DO NOT ALLOW FOR EXPANSION AT THIS TIME.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADOPT THE FOLLOWING RESOLUTION AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS REGARDING 2015 WATER/SEWER BOND REFUNDING

EXHIBIT "A"

RESOLUTION

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED ON BURKETT ROSS TO ADDRESS THE BOARD.

THEREUPON, MR. ROSS ADDRESSED THE BOARD REGARDING PAVING OF LYNN RAY RD AND LEEVILLE RD. THE COUNTY IS WILLING TO HELP WITH THE EXPENSE OF PAVING THESE TWO ROADS. MR. ROSS PRESENTED AN ESTIMATE OF WHAT IT WILL COST AND THE CITY WILL BE RESPONSIBLE FOR HALF OF THAT EXPENSE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE SPENDING UP TO \$100,000.00 FOR PAVING LEEVILLE RD AND LYNN RAY RD WITH THE COUNTY'S ASSISTANCE. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED ON REPRESENTATIVES FROM AMERICAN SALVAGE AND OUTDOOR POWER.

THEREUPON, MR. MATHIS ADDRESSED THE BOARD REGARDING THE PURCHASE OF MOWERS BY THE RECREATION DEPT. MR. MATHIS WOULD LIKE TO SEE THE CITY OF PETAL SUPPORT LOCAL BUSINESS WHEN POSSIBLE. THEREUPON, MR. MATHIS PRESENTED A QUOTE FOR MOWERS.

EXHIBIT "B"

QUOTES

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE QUOTE FROM AMERICAN SALVAGE AND OUTDOOR POWER FOR SIX (6) MOWERS AT A COST OF \$7,581.82 EACH AND TO AUTHORIZE THE TRADE IN OF SIX (6) MOWERS FOR A TOTAL CREDIT OF \$16,400.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED ON REPRESENTATIVE FROM RETAIL STRATEGIES TO ADDRESS THE BOARD.

THEREUPON, ALDERMAN CLINT MOORE ENTERED THE MEETING.

THEREUPON, RETAIL STRATEGIES ADDRESSED THE BOARD WITH A PROPOSAL FOR RETAIL RECRUITING SERVICES.

WHEREAS, MAYOR MARX PRESENTED AN AGREEMENT WITH EXPRESS EMPLOYMENT SERVICES FOR TEMPORARY STAFFING NEEDS

EXHIBIT "C"

AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE AGREEMENT WITH EXPRESS EMPLOYMENT SERVICES FOR TEMPORARY STAFFING NEEDS. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO DISPOSE OF ONE (1) RCA TV IN THE POLICE DEPT.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE THE DISPOSAL OF ONE (1) RCA TV IN THE POLICE DEPT. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FY2014 AUDIT FOR THE LIBRARY

EXHIBIT "D"

AUDIT LETTER

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE FY2014 LIBRARY AUDIT FOR FILING. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO TRANSFER ONE 2002 WHITE TAURUS FROM THE BUILDING DEPT TO THE RECREATION DEPT.

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE TRANSFER OF ONE 2002 WHITE TAURUS FROM THE BUILDING DEPT TO THE RECREATION DEPT. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED SUPPLEMENTAL AGREEMENT #1 FOR THE EXTENSION OF BYRD BLVD.

EXHIBIT "E"

SUPPLEMENTAL AGREEMENT #1

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT SUPPLEMENTAL AGREEMENT #1 FOR THE EXTENSION OF BYRD BLVD. PER SHOWS, DEARMAN & WAITS RECOMMENDATION. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST PENALTIES BILLED TO 4 EASTOVER BLVD.

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST PENALTIES BILLED TO 4 EASTOVER BLVD IN THE AMOUNT OF \$35.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST PENALTIES BILLED TO 100 MEADOWBROOK DR.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST PENALTIES BILLED TO 100 MEADOWBROOK DR IN THE AMOUNT OF \$75.00. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST PENALTIES BILLED TO 107 PETAL VILLAGE DR APT 1

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST PENALTIES BILLED TO 107 PETAL VILLAGE DR APT 1 IN THE AMOUNT OF \$75.00. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 111 ELIZABETH AVE

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 111 ELIZABETH AVE IN THE AMOUNT OF \$14.50. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 111 SHERRILL ST

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 111 SHERRILL ST IN THE AMOUNT OF \$38.40. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 204 HOLLY DR

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 204 HOLLY DR IN THE AMOUNT OF \$9.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 102 WOODSIDE DR

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 102 WOODSIDE DR IN THE AMOUNT OF \$144.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 112 CAMERON ST, LOT 143

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 112 CAMERON ST, LOT 143 IN THE AMOUNT OF \$312.00. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE DOCKET OF CLAIMS FOR THE MONTH OF JANUARY 2015

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE DOCKET OF CLAIMS FOR THE MONTH OF JANUARY 2015. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PURCHASE ADVERTISING FOR THE KIWANIS CLUB PANCAKE DAY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE PURCHASE OF ADVERTISING FOR THE KIWANIS CLUB PANCAKE DAY AT A COST OF \$60.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO REPAIR THE FIRE ALARM SYSTEM AT THE CIVIC CENTER/LIBRARY

EXHIBIT "F"

QUOTES

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE QUOTE FROM SOUTHERN FIRE SPRINKLER FOR REPAIR OF THE FIRE ALARM SYSTEM AT THE CIVIC CENTER/LIBRARY IN THE AMOUNT OF \$11,615.00 CONTINGENT ON THE LIBRARY'S APPROVAL TO PAY HALF OF THE EXPENSE. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR THREE (3) FIREFIGHTERS TO ATTEND EMR CLASS IN HATTIESBURG, MS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE THREE (3) FIREFIGHTERS TO ATTEND EMR CLASS IN HATTIESBURG, MS AT A COST OF \$140.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR JORDAN HATCHER TO ATTEND DISPATCH TRAINING IN MOSS POINT, MS

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE JORDAN HATCHER TO ATTEND DISPATCH TRAINING IN MOSS POINT, MS ON MARCH 9 – 10, 2015 AT A COST OF \$381.60. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR LANCE SMITH TO ATTEND USPCA TRAINING IN MOSS POINT, MS ON FEB 9 – 13, 2015

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE LANCE SMITH TO ATTEND USPCA TRAINING IN MOSS POINT, MS ON FEB 9 – 13, 2015 AT A COST OF \$255.00. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR STEVEN SMITH TO ATTEND USPCA TRAINING IN MOSS POINT, MS ON FEB 9 – 13, 2015

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE STEVEN SMITH TO ATTEND USPCA TRAINING IN MOSS POINT, MS ON FEB 9 – 13, 2015 AT A COST OF \$330.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR STANCE BRADLEY AND LARRY CARRAWAY TO ATTEND MS MOSQUITO & VECTOR CONTROL CONFERENCE IN PEARL, MS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE STANCE BRADLEY AND LARRY CARRAWAY TO ATTEND MS MOSQUITO & VECTOR CONTROL CONFERENCE IN PEARL, MS ON MARCH 10 – 12, 2015 AT A COST OF \$900.32. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR RITA LEWIS TO ATTEND OFFICER DOWN/CRISIS CALL TRAINING IN WIGGINS, MS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE RITA LEWIS TO ATTEND OFFICER DOWN/CRISIS CALL TRAINING IN WIGGINS, MS ON APRIL 13-14, 2015 AT A COST OF \$373.44. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO REIMBURSE TIFFANY SHIVERS MILEAGE FOR DISPATCH CERTIFICATION CLASS

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO REIMBURSE TIFFANY SHIVERS MILEAGE FOR DISPATCH CERTIFICATION CLASS AT A COST OF \$96.90. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR MATTHEW HIATT TO ATTEND TASER INSTRUCTOR RECERTIFICATION CLASS IN STAPLETON, AL

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE MATTHEW HIATT TO ATTEND TASER INSTRUCTOR RECERTIFICATION CLASS IN STAPLETON, AL AT A COST OF \$175.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR MELISSA MARTIN TO ATTEND ANNUAL CLERKS & COLLECTORS CONFERENCE IN FLOWOOD, MS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE MELISSA MARTIN TO ATTEND ANNUAL CLERKS & COLLECTORS CONFERENCE IN FLOWOOD, MS ON MARCH 18 - 20, 2015 AT A COST OF \$594.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER  
ALDERMAN DAVID CLAYTON



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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR WENDY LAMPTON TO ATTEND ANNUAL CLERKS & COLLECTORS CONFERENCE IN FLOWOOD, MS

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE WENDY LAMPTON TO ATTEND ANNUAL CLERKS & COLLECTORS CONFERENCE IN FLOWOOD, MS ON MARCH 18-20, 2015 AT A COST OF \$481.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER PLACING DONALD WAGERS ON SALARY

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL DEEM IT NECESSARY TO CHANGE THE PAY STATUS OF DONALD WAGERS

IT IS HEREBY ORDERED THAT DONALD WAGERS BE PLACED ON SALARY AT A RATE OF \$40,000.00 ANNUALLY EFFECTIVE JANUARY 28, 2015

SO ORDERED THIS THE 3<sup>RD</sup> DAY OF FEBRUARY 2015

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

THEREUPON, ALDERMAN KING 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 WILLIAM KING  
ALDERMAN CLINT MOORE  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN KING 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 WILLIAM KING  
ALDERMAN CLINT MOORE  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN DURING EXECUTIVE SESSION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE REGULAR MEETING. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON FEBRUARY 3, 2015.

SEAL

ATTEST



MELISSA MARTIN, CITY CLERK


  
MAYOR HAL MARX

EXHIBIT "A"

The Mayor and Board of Aldermen of the City of Petal, Mississippi (the "City"), took up for consideration the matter of employing professionals in connection with the issuance of Combined Water and Sewer System Revenue Refunding Bonds, in one or more series, in the maximum principal amount of not to exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000) of said City. After a discussion of the subject, Alderman Stringer offered and moved the adoption of the following resolution:

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI (THE "CITY"), AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF COMBINED WATER AND SEWER SYSTEM REVENUE REFUNDING BONDS, IN ONE OR MORE SERIES, OF THE CITY (THE "BONDS") IN THE MAXIMUM PRINCIPAL AMOUNT OF NOT TO EXCEED TWELVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$12,500,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (I)(A)1) THE PREPAYMENT AND ADVANCE REFUNDING OF ALL OR A PORTION OF THE CITY'S OUTSTANDING \$8,500,000 PROMISSORY NOTE (PETAL, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM PROJECT), DATED FEBRUARY 1, 2006, AND THE SUBSEQUENT REFUNDING OF THE \$8,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2006 (PETAL, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM PROJECT), DATED FEBRUARY 1, 2006; AND (2) THE PREPAYMENT AND ADVANCE REFUNDING OF ALL OR A PORTION OF THE CITY'S OUTSTANDING \$6,500,000 PROMISSORY NOTE (PETAL, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM PROJECT), DATED DECEMBER 13, 2007; AND THE SUBSEQUENT REFUNDING OF THE \$6,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2007 (PETAL, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM PROJECT), DATED DECEMBER 13, 2007; (B) FUNDING A DEBT SERVICE RESERVE FUND, IF NECESSARY, AND (C) PAYMENT OF COSTS OF ISSUANCE FOR THE BONDS; AND (II) FOR RELATED PURPOSES.**

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi (the "Governing Body" of the "City"), hereby find, determine, adjudicate and declare as follows:

1. The Governing Body has determined that the City can realize financial benefits by refunding all of or certain maturities of the City's (a) Promissory Note (Petal, Mississippi Combined Water and Sewer System Project), dated February 1, 2006, issued in the original principal amount of \$8,500,000, and the subsequent refunding of the \$8,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2006 (Petal, Mississippi Combined Water and Sewer System Project), dated February 1, 2006; and (b) Promissory Note (Petal, Mississippi Combined Water and Sewer System Project), dated December 13, 2007, issued in the original principal amount of \$6,500,000, and the subsequent refunding of the \$6,500,000 Mississippi

Development Bank Special Obligation Bonds, Series 2007 (Petal, Mississippi Combined Water and Sewer System Project), dated December 13, 2007 (together, the "Refunding Project").

2. It is necessary and in the public interest for the City to negotiate for the sale of the Combined Water and Sewer System Revenue Refunding Bonds, in one or more series, in a principal amount of not to exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000) (the "Refunding Bonds"). It is anticipated that the Refunding Bonds will be issued in one or more series, with the first series of refunding bonds to be issued during the period from January 1, 2015 to December 2015 in order to designate the bonds as "qualified tax-exempt obligations" as defined in and for the purposes of Section 265(b)(3) of the Code.

3. That in order to prepare the necessary offering documents it is in the best interest of the City to authorize the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel (the "Bond Counsel"), Tom Tyner, Esquire, Hattiesburg, Mississippi, as Counsel to the City, and Raymond James, Inc., Memphis, Tennessee, as the Underwriter (the "Underwriter"), to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of refunding bonds, in one or more series and effectuate the issuance of such refunding bonds at a subsequent date subject to the approval of the Governing Body of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:**

**SECTION 1.** The Governing Body hereby declares its intention to issue Combined Water and Sewer System Revenue Refunding Bonds, in one or more series, in a principal amount of not to exceed Twelve Million Five Hundred Thousand Dollars (\$12,500,000) (the "Refunding Bonds") of the City to raise money for the purpose of providing funds for the Refunding Project, funding a debt service reserve fund, if applicable and paying for costs of issuance of the Bonds.

**SECTION 2.** The Governing Body herein employs the law firm of Butler Snow LLP, Ridgeland, Mississippi, as Bond Counsel, Tom Tyner, Esquire, Hattiesburg, Mississippi, as Counsel to the City, and Raymond James, Inc., Memphis, Tennessee, as Underwriter, and authorizes them to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Refunding Bonds and to effectuate the issuance of such Refunding Bonds subject to the approval of the Governing Body of the City.

**SECTION 3.** The terms of employment for Bond Counsel are set forth in the engagement letter (the "Engagement Letter") attached hereto as EXHIBIT A. All provisions of the Engagement Letter, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The form of the Engagement Letter and the execution thereof by the Mayor and/or the City Clerk is hereby approved and authorized.

**SECTION 4.** In connection with the employment of the Underwriter, the Governing Body is hereby requested to execute the attached Letter of Engagement of Underwriter ("LOE") and the G-17 letter ("G-17"), attached hereto as EXHIBIT B. The form of the LOE and G-17 and the execution thereof by the Mayor and/or the City Clerk are hereby approved and authorized.

**SECTION 5.** All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Alderman Clayton seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman David Clayton  
Alderman Steve Stringer  
Alderman Clint Moore  
Alderman Bradley S. Amacker  
Alderman Tony Ducker  
Alderman J. Craig Bullock  
Alderman William H. King, IV

Voted: Aye  
Voted: Aye  
Voted: n/a  
Voted: Aye  
Voted: Aye  
Voted: n/a  
Voted: Aye

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 3rd day of February, 2015.

Hal May  
MAYOR

ATTEST:

Melma Math  
CITY CLERK

**EXHIBIT A  
ENGAGEMENT LETTER**



EXHIBIT "A"

BUTLER | SNOW

February 3, 2015

Mayor and Board of Aldermen  
City of Petal, Mississippi

Re: Combined Water and Sewer System Revenue Refunding Bonds, Series 2015 (the "Bonds")

Ladies and Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Petal, Mississippi (the "City") in connection with the issuance of the above-referenced Bonds. We understand that the Bonds are being issued to provide funds for refunding all of or certain maturities of the City's (a) Promissory Note (Petal, Mississippi Combined Water and Sewer System Project), dated February 1, 2006, issued in the original principal amount of \$8,500,000, and the subsequent refunding of the \$8,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2006 (Petal, Mississippi Combined Water and Sewer System Project), dated February 1, 2006; and (b) Promissory Note (Petal, Mississippi Combined Water and Sewer System Project), dated December 13, 2007, issued in the original principal amount of \$6,500,000, and the subsequent refunding of the \$6,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2007 (Petal, Mississippi Combined Water and Sewer System Project), dated December 13, 2007 (together, the "Refunding Project"). The Bonds are to be issued pursuant to Sections 31-27-1 et seq., of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Act"), and will be secured by the full faith and credit of the City as authorized by and provided in the Act. We further understand that the Bonds are proposed to be sold in one or more series to Raymond James & Associates, Inc., as underwriter, through a negotiated sale as determined by a bond purchase agreement in order to maximize savings to the City regarding the issuance of the Bonds.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Mississippi (the "State") income tax purposes;

2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds and coordinate the authorization and execution of such documents;

3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, except that we will not be responsible for any required Blue Sky filings;

Post Office Box 6010 Ridgeland, MS 39158-6010	T 601.988.5711 F 601.988.6500 www.butlersnow.com	Suite 1400 1020 Highland Colony Parkway Ridgeland, MS 39137
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BUTLER SNOW LLP

Mayor and Board of Aldermen  
City of Petal, Mississippi  
February 3, 2015  
Page 3

omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) If applicable, preparing Blue Sky or investment surveys with respect to the Bonds;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds;

(g) Except as described in paragraph 9 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds). Although our present engagement does not include rebate analysis and post-issuance advice relating to the Bonds, we would like to discuss with you a separate engagement involving rebate and other post-issuance compliance matters for the Bonds and other bond issues that you may have issued on various occasions. This includes the drafting of a formal debt management policy and post-issuance tax compliance policy;

(j) Giving and/or providing any financial advice or financially-related recommendations concerning the issuance of the Bonds as mandated by SEC and/or MSRB rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City has been engaged by the City to assist with the issuance of the Bonds, particularly as to the authorization, execution and delivery of bond documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the

Mayor and Board of Aldermen  
City of Petal, Mississippi  
February 3, 2015  
Page 2

4. Review legal issues relating to the structure of the Bond issue;

5. Pursue validation proceedings under State law;

6. Assist the City in preparing the official statement (the "Official Statement") and subject to satisfactory completion of our review, provide to the Issuer written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading;

7. Assist the City in presenting information to bond rating organizations, if necessary, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds;

8. Prepare and review the Bond Purchase Agreement pertaining to the negotiated sale of the Bonds; and

9. If applicable, draft the continuing disclosure undertaking of the City.

Our Bond Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Bonds. The Bond Opinion will be based on facts and laws existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Bond Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of bond documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bonds, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Official Statement or other

Mayor and Board of Aldermen  
City of Petal, Mississippi  
February 3, 2015  
Page 4

City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be not to exceed one percent (1%) of the par amount of the Bonds and our fee as participating and assisting with the preparation of the Official Statement will not exceed 0.25% of the par amount of the Bonds, which includes our expenses such as travel costs, deliveries, copies, transcripts, telephone charges, filing fees, computer-assisted research and other expenses.

If the financing is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

EXHIBIT "A"

Mayor and Board of Aldermen  
City of Petal, Mississippi  
February 3, 2015  
Page 5

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

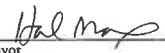
If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

BUTLER SNOW LLP

By:   
Elizabeth Lambert Clark

Accepted and Approved:

CITY OF PETAL  
PETAL, MISSISSIPPI

BY:   
Mayor

Dated: 2-11-15

Authorized by Resolution of the Mayor and Board of Aldermen dated January 6, 2015.

ButlerSnow 20614002v1

ButlerSnow 24424398v1

RAYMOND JAMES®

RAYMOND JAMES®

February 3, 2015

February 3, 2015

Mayor Hal Marx  
City of Petal, Mississippi  
119 W. Eighth Avenue  
Petal MS, 39465

Mayor Hal Marx  
City of Petal, Mississippi  
119 W. Eighth Avenue  
Petal MS, 39465

Re: Letter of Engagement for Underwriting Services

Re: Disclosures by Senior Managing Underwriter  
Pursuant to MSRB Rule G-17  
City of Petal Water & Sewer Refunding Bonds, Series 2015

Dear Mayor Marx:

Mayor Marx:

In order for Raymond James & Associates, Inc. ("RJA") to give you advice regarding one or more related transactions, and to document our compliance with an exception to the Municipal Advisor Rule, we ask that you agree, and acknowledge by signing below, to the following:

We are writing to provide you, as Mayor of the City of Petal, Mississippi (Issuer) with the authority to bind the Issuer by contract, with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)<sup>1</sup>.

The City of Petal, Mississippi (the "City") is aware of the "Municipal Advisor Rule" of the Securities and Exchange Commission (effective July 1, 2014) and the underwriter exception from the definition of "municipal advisor" for a firm serving as an underwriter for one or more series of bonds or other municipal securities.

The Issuer has engaged Raymond James & Associates, Inc. ("RJA") to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

The City wishes to engage RJA as the underwriter for the Series 2015 Refunding Bonds (the "Bonds") that the City currently anticipates possibly issuing. The Bonds may refund, but are not limited to, the Series 2006 Mississippi Development Bank Water and Sewer Bonds, and the Series 2007 Mississippi Development Bank Water and Sewer Bonds. As an underwriter, RJA may provide advice to the City on the structure, timing, terms, and other similar matters concerning the Bonds.

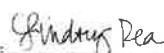
As part of our services as senior managing underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. As senior managing underwriter, we are providing this letter on behalf of the underwriters that are members of the underwriting syndicate for the Bonds. You also may receive additional separate disclosure letters pursuant to Rule G-17 from one or more co-managing underwriters for the Bonds.

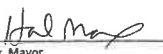
It is the City's present intention that RJA will underwrite the Bonds, subject to satisfaction of applicable procurement laws, formal approval by the City, finalizing the structure of the Bonds, and the execution of a mutually agreed upon Bond Purchase Agreement.

Sincerely yours,

Acknowledged and Agreed to by:  
City of Petal, Mississippi

Raymond James & Associates, Inc. Corporation

By:   
Lindsey Rea, Vice President

By:   
Hal Marx, Mayor

I. Disclosures Concerning the Underwriters' Role:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) The primary role of the underwriters is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the issuer under the federal securities laws and are, therefore, not required by federal law

<sup>1</sup> Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

achment: G-17 Disclosure Letter

EXHIBIT "A"

to act in the best interests of the Issuer without regard to their own financial or other interests.

(iv) The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

(v) The underwriters will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

II. Disclosures Concerning the Underwriters' Compensation:

The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Additional Conflicts and Business Relationships Disclosures:

RJA has identified the following additional potential or actual material conflicts or business relationships we wish to call to your attention:

- In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.
- In the ordinary course of its business, RJA and its affiliates have engaged, and may in the future engage, in transactions with, and perform services for, the Issuer and its affiliates for which they received or will receive customary fees and expenses.

- We understand that the Issuer may use a portion of the proceeds from the issuance of the Bonds to refund certain of the Issuer's outstanding securities ("Refunded Bonds"). To the extent that Raymond James or an affiliate thereof owns Refunded Bonds, Raymond James or its affiliate, as the case may be, would receive a portion of the proceeds from the issuance of the Bonds.

IV. Disclosures Concerning Structure of Municipal Securities Financing:

Since RJA has recommended to the Issuer a financing structure that may be considered a "complex municipal securities financing" for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at this time.

In accordance with the requirements of MSRB Rule G-17, if RJA recommends a "complex municipal securities financing" to the Issuer that is not otherwise described herein, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to the underwriter and reasonably foreseeable at that time.

If you or any other Issuer official has any questions or concerns about these disclosures, then please make those questions or concerns known immediately to the undersigned. In addition, the Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

It is our understanding that you have the authority to bind the Issuer to contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Under MSRB Rules, we are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect or sign and return the enclosed copy of this letter to me at the address set forth above/below. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. We appreciate your business.

Sincerely,



Lindsey Rea  
Vice President  
RAYMOND JAMES & ASSOCIATES, INC.

Acknowledgement:

Signature:  Date: 2-11-15  
Hal Marx, Mayor  
City of Petal, Mississippi

CC: Melissa Martin, City of Petal, City Clerk  
Elizabeth Clark, Butler Snow, Bond Counsel

**Fixed Rate Structure Disclosure**

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that you should consider before deciding whether to issue Fixed Rate Bonds. If you decide that you would like to pursue this financing alternative, we may provide you with additional information more specific to your particular issue.

Financial Characteristics

Maturity and Interest. Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

Redemption. Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all of the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period of time, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.

General Obligation Bonds

"General obligation bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. Ad valorem taxes necessary to pay debt service on general obligation bonds may not be subject to

EXHIBIT "A"

state constitutional property tax millage limits (an unlimited tax general obligation bond). The term "limited" tax is used when such limits exist.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments of interest or principal, the holders of general obligation bonds have certain rights under state law to compel you to impose a tax levy.

Revenue Bonds

"Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit and you are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

The description above regarding "Security" is only a brief summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

Financial Risk Considerations

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all of the following

Issuer Default Risk

You may be in default if the funds pledged to secure your bonds are not sufficient to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it

necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a brief summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk

Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. In the event that interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

Refinancing Risk

If your financing plan contemplates refinancing some or all of the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required. Further, limitations in the federal tax rules on advance refunding of bonds (an advance refunding of bonds occurs when tax-exempt bonds are refunded more than 90 days prior to the date on which those bonds may be retired) may restrict your ability to refund the bonds to take advantage of lower interest rates.

Reinvestment Risk

You may have proceeds of the bonds to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk

The issuance of tax-exempt bonds is subject to a number of requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of the tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on the bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If the bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited. This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

EXHIBIT "B"

AMERICAN SALVAGE AND OUTDOOR POWER  
1041 Hwy 42  
Petal, MS 39465  
801-450-0069

Transaction#: A6908  
Associate: Manager  
Date: 02/03/2015 Time: 01:24:25 PM

\*\*\* RETURN \*\*\*

EXMART LAZER Z E- SERIES  
-1,00 EACH @ \$4500.00 N -\$4,500.00  
GRAVELY ZERO TURN  
-1,00 EACH @ \$950.00 N -\$950.00  
RECON CUB CADET  
-2,00 EACH @ \$2425.00 N -\$4,850.00  
hose  
-1,00 EACH @ \$2950.00 N -\$2,950.00  
HUSTLER X- ONE  
-1,00 EACH @ \$3150.00 N -\$3,150.00  
Subtotal: -\$16,400.00  
0% - Tax Exempt: \$0.00  
TOTAL: -\$16,400.00

Thank You!  
3 Day return policy on all salvage!



APPROVED 2/3/15

AMERICAN SALVAGE AND OUTDOOR POWER  
1041 Hwy 42  
Petal, MS 39465  
801-450-0069

Transaction#: A6963  
Associate: Manager  
Date: 01/30/2015 Time: 10:20:14 AM

\*\*\* QUOTE \*\*\*

60" xone730fxsup  
6,00 EACH @ \$7581.82 N \$45,490.92  
Subtotal: \$45,490.92  
0% - Tax Exempt: \$0.00  
TOTAL: \$45,490.92

Thank You!  
3 Day return policy on all salvage!



Total - \$29,090.92

Underwood Outdoor Power, Inc.

5566 Hwy 42  
HATTESBURG, MS 39401  
(601) 544-7424  
Fax (601) 544-7439

underwoodoutdoorpower.com

Quote

SOLD BY	DATE		
NAME City of Petal	1/12/15		
ADDRESS	PHONE		
CITY			
QTY	DESCRIPTION	PRICE	AMOUNT
6	Exmark Lazer Z E60	7699.83	46,199.38
2	m'LZE730GKA60A3		
3			
4			
5			
6	State Contract #		
7	VND200427601		
8			
9			
10			
11			
12			
13			
14			
15			
16			
RECEIVED BY Karen Johnson 50061	TOTAL \$46,199.38 NO TAX THANK YOU!		



QUOTE

Underwood Outdoor Power

5566 Hwy 42  
Hattiesburg, MS 39401  
(601) 544-7424  
Kentmyatt@yahoo.com

INVOICE NO  
DATE: January 12, 2015  
CUSTOMER ID  
EXPIRATION DATE: None

Tom Hargett & Josh Young  
City Of Petal  
605 Hillcrest Loop  
Hattiesburg, MS 39465  
601-554-5440

JESPERSK JOB SHIPPING METHOD SHIPPING TERMS PAYMENT TERMS DUE DATE  
PO

QTY ITEM # DESCRIPTION LIST PRICE DISCOUNT COST EACH LINE TOTAL

1		RECON-TRADE IN			(2,350)
1		RECON-TRADE IN			(2,500)
1		EXMART-TRADE IN			(2,950)
1		Harder			(3,150)
1		Gravelly			(950)
1		Exmark E-series			(4,500)

TOTAL DISCOUNT \$ (16,400.00)

Quote prepared by: Kent Myatt

SUBTOTAL  
SALES TAX  
TOTAL

This is a quotation on the goods named, subject to the conditions noted below.

THANK YOU FOR YOUR BUSINESS!





CITY OF PETAL  
MINUTE BOOK 34  
**Staffing Agreement**

EXHIBIT "C"

At Express Services, Inc. (Express) dba Express Employment Professionals (referred to as "Express", "We" or "Our"), we make it easy for you to do business with us. The first step to establishing a successful staffing relationship is to ensure a clear understanding of each party's responsibilities. We appreciate your business and look forward to the opportunity to support you with outstanding professional employment services in consideration of your agreement to the following terms and conditions:

1. We hire associates as Express employees, and provide all wages, taxes, withholding, workers' compensation, and unemployment insurance. Medical benefits and vacation pay are also available to associates who qualify. We recruit and assign associates to you to perform the job duties you specify. You agree to notify us if those duties or the workplace of an associate changes.
2. Express complies with all Federal, State, and Local employment laws and regulations. You agree to provide our associates with a safe, suitable workplace and equipment, and to comply with all applicable federal, state, and local employment laws including appropriate workplace-specific safety and health training that adequately addresses potential hazards at your worksite. You agree to indemnify and hold Express harmless from claims or damages resulting from your non-compliance with applicable laws and regulations. Express pays associates promptly, based on information approved by you. You agree to pay the charges based on the time card or other mutually acceptable recording method by the invoice due date.  
A monthly service charge of (18% per annum) may be assessed on charges remaining unpaid 30 days after the invoice date. We are entitled to reasonable collection fees, attorney fees, and other expenses incurred to collect all charges on your account(s). Bill rates are subject to change with appropriate notice.
4. It is our goal that associates perform their jobs to your satisfaction; however, if you are not satisfied with an Express associate for any reason within the first 48 hours of the assignment, you will not be charged for the first four (4) hours of the associate's work and a replacement will be provided.
5. We provide insurance to cover Express associates for Workers' Compensation, Commercial General Liability, Employers Liability, Fidelity Bond, Errors and Omissions, and Hired/Non-Owned Automobile coverage in an amount not less than \$1,000,000 per occurrence. You agree to maintain liability insurance for any motor vehicle, forklift, or other motorized mobile equipment operated by an Express associate, and agree to waive all rights of recovery against Express as the employer of the Express associate.
6. You agree that you will not request or allow our associates to offer professional opinions concerning any financial audits, certifications or financial statements, SEC filings or provide management consulting or financial advice. Nor will our associates be permitted sign-off authority for architectural or engineering projects or construction or other cost estimates. All services performed by our associates shall be under your direction, supervision and control and you shall be responsible for ensuring that the services meet your requirements and agree that we are not responsible for the accuracy and correctness of the resulting work product.
7. If our associates have access to unattended premises or the care, custody, or control of cash, checks, credit card numbers, ATM bank cards, negotiables, confidential information, trade secrets, or other valuable property, then you agree to indemnify and hold us harmless from any resulting loss or damage.
8. Express will provide associates for positions where operating a motor vehicle, forklift, or other motorized equipment is required, if notified in writing prior to an assignment. We must know in advance, so we can assign associates who are qualified to meet your specifications. During an assignment, if our associate operates a motor vehicle, forklift, or any other motorized equipment, you agree to indemnify and hold us harmless for bodily injury, property damage, collision, or public liability claims, regardless of fault.
9. You supervise, direct, and control the work performed by Express associates, and assume responsibility for all operational results, including losses or damage to property or data in the care, custody, or control of an Express associate. You agree to indemnify and hold us harmless from any claims or damages that may be caused by your negligence or misconduct, and agree on behalf of your insurer(s) to waive all rights of recovery (subrogation) against us.
10. We offer an evaluation hire program designed to provide you with associates on a trial basis prior to converting them to your payroll. To take advantage of our evaluation hire program, you agree to negotiate a pre-determined trial period or fee prior to an associate's assignment to you.
- ~~11. Express allows you to hire associates already assigned to you if your invoices are current and you agree to pay an acceptable payroll transfer fee (up to 20% of an associate's expected annual earnings) to convert an Express associate to your payroll.~~
- ~~12. You agree, for a period of 180 days from the date of introduction or last date on assignment, whichever is later, not to hire directly or use Express associates through another staffing firm without paying a liquidation fee of 30% of the Express associate's expected~~



February 6, 2015  
Mayor Hal Marx  
PO Box 564  
Petal, MS 39465

Thank you for your interest in the recruiting and staffing capabilities of Express Employment Professionals. Express specializes in finding qualified individuals to meet your specified job requirements. We eliminate many of the headaches associated with the staffing process, including pre-screening, hiring, administering unemployment, and entering payroll. All you have to do is sign the associate's time card:

We will:

* Advertise	* Check references	* Pay worker's compensation insurance.
* Recruit	* Orient to assignment	* Pay Social Security taxes
* Screen	* Pay our associate	* Record W-4 & I-9 information
* Test	* Pay unemployment tax	* Guarantee our associate
* Interview	* Bond our associate	* Invoice weekly

We are constantly recruiting, evaluating, testing, and screening candidates that possess the hard and soft skills to be a positive contributor to our clients. The following bill rate is for the requested General Labor position. Our rates are all inclusive of payroll taxes and overhead burden.

POSITION/JOB DESCRIPTION	Pay Rate/Bill Rate
General Labor	\$9.00hr/\$12.98hr

Criminal background and drug screen will be conducted for each associate. You may hire our Express Associate without incurring any conversion fee after our associate has worked for 90 business days with your company.

If you have any questions or concerns, please feel free to call or email at any time. We appreciate the opportunity to do business with you.

Jacqueline Nguyen is your Staffing Consultant and can be reached through email at [jqacqueline.nguyen@expresspros.com](mailto:jqacqueline.nguyen@expresspros.com) or at 601-264-9060.

Sincerely,

Brian Phillip Franckiewicz

**HERZOG CPA COMPANY, PLLC**

EXHIBIT "D"

Angela T. Herzog, CPA

12 98 Place Boulevard • P.O. Box 17986 • Hattiesburg, Mississippi 39404

Phone 601-271-8860 • Fax 601-271-8921

1020 Northpark Drive • Ridgeland, Mississippi 39157

**INDEPENDENT AUDITOR'S REPORT**

December 2, 2014

Members of the Library Board  
The Library of Hattiesburg, Petal, and Forrest County  
Hattiesburg, Mississippi

Report on the Financial Statements

We have audited the accompanying basic financial statements of The Library of Hattiesburg, Petal and Forrest County, as of the year ended September 30, 2014, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of The Library of Hattiesburg, Petal and Forrest County, as of September 30, 2014, and the respective changes in financial position and cash flows for the year ended in conformity with accounting principles generally accepted in the United States of America.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 2, 2014, on our consideration of The Library of Hattiesburg, Petal, and Forrest County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

*Herzog CPA Company, PLLC*

HERZOG CPA COMPANY, PLLC

EXHIBIT "E"

CSD-720-LPA

Sheet 1 of 3

CITY OF PETAL  
SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, Fairley Construction Services, Inc. Contractors, and North American Specialty Insurance Company Surety, entered into a contract with the City of Petal LPA, on the 4 day of Nov., 2013, for the construction of Federal Aid Project No. HPP-0193-00(005) / LPA104870-01000, Forrest County; and

WHEREAS: The project provides for the extension of Byrd Boulevard: AND-

WHEREAS: Field conditions require the furnishing, installation and maintenance of riprap for erosion control in accordance with 907-249-1: AND:

WHEREAS: In accordance with the provisions of Section 307, it was determined based on field conditions the 10" Soil-Lime-Water Mixing shall be changed from Class A to Class C. This results in a deduction of \$0.20 per square yard for the bid price, making the unit price \$2.40 per square yard: AND-

WHEREAS: Time extension for additional work necessary for the rip rap for erosion control shall be based on 4 days for prep and placement, 3 days for removal and resetting, and 1 day for additional grading as a result of removal for a total increase in 8 calendar days making the revised completion date November 5, 2014 from the originally scheduled October 28, 2014 completion date. All other items included in this agreement are considered to be completed concurrent with other pay items: AND-

NOW, THEREFORE, it is mutually agreed by all parties the Contractors shall complete the aforementioned work under pay item:

Pay Item	Description	Unit	Quantity	Unit Price	Extension
907-249-A001	Riprap for erosion control	Ton	250.31	\$60.00	\$15,018.60
907-249-B001	Remove and Reset Riprap	Cubic Yard	95	\$26.32	\$2,500.40
907-307-A001	10" Soil-Lime-Mixing Class A	Square Yard	-21,568	\$2.60	(\$56,076.80)
907-307-A001-S/A	10" Soil-Lime-Mixing Class C	Square Yard	21,568	\$2.40	\$51,763.20

It is mutually agreed that the original completion date of October 29, 2014 shall be extended eight (8) calendar days with a revised completion date of November 5, 2014.

It is mutually agreed that the above stated unit prices and time allowance shall be full and final compensation for labor, materials, traffic control, equipment and incidentals used in the completing the work addressed herein.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

CSD-720-LPA

Sheet 2 of 3

CITY OF PETAL  
SUPPLEMENTAL AGREEMENT NO. 1

NOW, THEREFORE, WE, Fairley Construction Services, Inc. Contractors, and North American Specialty Insurance Company Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this 1<sup>st</sup> day of December, 2014

North American Specialty Insurance Company  
Surety  
By: Kimberly B. Barham

Fairley Construction Services, Inc.  
Contractor  
By: [Signature]

Recommendation for Approval:  
[Signature] 12/19/14  
LPA Project Engineer/Architect Date.

[Signature] 1-15-15  
MDOT Date.

LPA OFFICIAL

Approved: \_\_\_\_\_, 20\_\_\_\_

This Supplemental Agreement has been discussed with District Six, (Seyfarth & Faggard); and Construction Division, (Grondin).

(\*Concurrence only for Supplemental Agreements adding a stand-alone time extension or exceeding \$100,000)  
(\*Concurrence only for Supplemental Agreements adding funds to an MPO project)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint

JIM BRASHER, TROY P. WAGENER, LOREN RICHARD HOWELL, III, KATHLEEN B. SCARBOROUGH, JOHN D. SNEED, NORMA J. McMAJON, ANDREW P. RICE, DAVID ROBIN FORTENBERRY, SHARON TILLEN, KIMBERLY B. BARIHUM, ANDREW P. UNDERWOOD, RICHARD TERJONES, MARY NORVAL, and DEWEY E. BRASHER JOINTLY OR SEVERALLY

to be true and lawful Attorney(s)-in-Fact, to make, execute, and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the name of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulations, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary, be, and each or any of them hereby is authorized to execute a Power of Attorney, qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company Bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signatures of each officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By: [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By: [Signature]  
Doris M. Layman, Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26<sup>th</sup> day of March, 2014.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

On this 26<sup>th</sup> day of March, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Doris M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officials of and said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL  
DONNA D. SKLENS  
Notary Public, State of Illinois  
My Commission Expires 12/31/2014

[Signature]  
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1<sup>st</sup> day of December, 2014.

CSD-720-LPA

Sheet 3 of 3

CITY OF PETAL  
SUPPLEMENTAL AGREEMENT NO. 1  
SUPPLEMENTAL SHEET

PROJECT NO.: HPP-0193-00(005)LPA104870-801000

DETAILED ANALYSIS OF UNIT PRICES:

Rip Rap	Relocation of 100 LB Rip / Rap per cubic Yard					Total
	Cost	Tax	Bond	Overhead	Markup	
	20.00	0.70	0.90	2.36	2.36	26.32

[Signature]  
CONTRACTOR

**QUANTITY ADJUSTMENT**  
EXHIBIT "E"

1. QUANTITY ADJUSTMENT NO. 1                      2. PROJECT NO. HPP-0193-00(005)LPA 104870-801000  
 3. DATE 11-30-2014                                      4. LPA CITY OF PETAL  
 5. The following changes on the above project, with stations, quantities and items involved, are recommended for the reasons stated in detail:

Station	Pay Item	Original Quantity	Revised Quantity	Adjusted Quantity	Unit	Unit Price	Extension	
1	N/A	907-249-A001, Riprap for Erosion Control	0	250.31	250.31	TON	\$60.00	\$15,018.60
<b>Reason:</b> Recommended BMP by MDEQ								
2	N/A	907-249-B001, Remove and Reset Riprap	0	95	95	CY	\$26.32	\$2,500.40
<b>Reason:</b> Recommended BMP by MDEQ								
3	N/A	907-307-A001, 10" Soil-Lime-Mixing Class A	21,568	-21,568	0	SY	\$2.60	(\$56,076.80)
<b>Reason:</b> Lime was not needed at the specified rate								
4	N/A	907-307-A001, 10" Soil-Lime-Mixing Class C	0	21,568	21,568	SY	\$2.40	\$51,763.00
<b>Reason:</b> Lime was not needed at the specified rate								
5								
<b>Reason:</b>								
6								
<b>Reason:</b>								

6.	Original Cost Estimate for Project: Dated <u>October 18, 2013</u>	\$ <u>2,221,334.80</u>
7.	Changes by Previous Quantity Adjustment(s) <u>N/A</u>	\$ <u>0.00</u>
8.	Changes This Quantity Adjustment <u>QA1</u>	\$ <u>13,205.20</u>
9.	a. Original Construction Engineering and Contingencies* \$ <u>178,515.20</u>	<input checked="" type="checkbox"/>
	b. Less - Total of <u>All</u> Quantity Adjustments to Date	\$ <u>27,711.8</u>
	c. Less - Construction Engineering Expenses to Date	\$ <u>143,896.96</u>
	d. Equals - Remaining Const. Eng and Contingencies	\$ <u>6,906.44</u>
10.	Revised Total Estimated Cost of Project	\$ <u>2,234,540.00</u>

Note: If block 9d is less than 0.00, the Revised Estimated Cost (block 10) must be greater than the Original Estimate.

APPROVAL

Date Requested 12/19/14

  
Project Manager

Date Approved \_\_\_\_\_

\_\_\_\_\_  
LPA Official

EXHIBIT "F"

APPROVED FEB 09 2015

	<b>MS &amp; AL Gulf Coast Area</b>	<b>77 Richburg Rd Purvis, Ms 39475</b>
	<b>Emergency on call 24/7</b>	<b>Office: 601-264-9729 Fax: 601-264-9730</b>

We appreciate the opportunity of providing you with our quotation for this project. Please call if you have any questions.

Thanks

John Fortner  
Southern Fire Sprinkler  
Inspections, Sales & Service

'15  
Civic Center  
Attn: Joe Hendry  
Fax: 601-582-8341  
Subject: Fire Alarm Repairs

**ACCEPTANCE CLAUSE:** I the undersigned do hereby accept this proposal inclusive of all terms and conditions and do hereby authorize Southern Fire Sprinkler to proceed with the work as describe and do hereby agree to pay for said work as herein before stipulated.

By: Delmar Mathis Title: City Clerk Date: 2/13/15

QUOTE.... \$11,615.00 + tax (If not exempt)

**THIS QUOTATION INCLUDES THE FOLLOWING SCOPE OF WORK:**

- SFS will perform work per NFPA 13 or 25
- Alarm repairs for Petal Civic Center

**Materials and Labor**

- 1- FIRELITE MS9200-192 POINT ADDRESSABLE FIRE PANEL
- 1- FIRE-LITE LCD80F 80 CHARACTER REMOTE ANNUNCIATOR
- 4- FIRE-LITE SD355T ADDRESSABLE SMOKE DETECTOR
- 6- SYSTEM SENSOR 4 WIRE DUCT DETECTOR WITH RELAYS
- 6- FIRE-LITE MMF300 ADDRESSABLE MONITOR MODULE
- 6- SYSTEM SENSOR DUCT DETECTOR SAMPLING TUBE
- 9-FIRE-LITE BG12LX ADDRESSABLE PULL STATION
- 1- FIRE-LITE MDF-300 ADDRESSABLE DUAL MONITOR MODULE
- 1-ADD STROBES IN BATHROOMS
- 2-12 VOLT 12 AH BATTERIES
- 1- FIRELITE IPGSM4G INTERNET / CELLULAR COMMUNICATOR
- 1 -MISC. MATERIALS

**THIS QUOTATION EXCLUDES THE FOLLOWING:**

- Pre-existing uncommon conditions or issues.
- Anything not listed in the above.

**CLARIFICATIONS:**

Note: Any extra changes, unforeseen issues or work may be an additional charge.  
Monitoring will be through Security Blanket-Cellular/No phone line needed (\$45.00 Monthly)

**\*\*Quote must be signed and returned before material is ordered\*\***

Unless specifically directed through specifications or written directions, the basis for our bid, proposal and agreement is to perform work in the usual and customary manner in accordance with standard industry practice.

PETAL LIBRARY FIRE ALARM  
ESTIMATE SUMMARY  
SIEMENS BUILDING TECHNOLOGIES  
01/26/2015

	LIBRARY ONLY	LIBRARY / CIVIC CENTER
Install Fire alarm system	\$8,648.42	\$15,911.91
Maintenance		
First year	\$420.00	\$900.00
Maintenance		
Second year	\$420.00	\$927.00
Maintenance		
Third year	\$420.00	\$955.00

*If any part is in compliance with the fire code.*

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INTENTIONALLY