

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 DECEMBER 5, 2017 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
ATTORNEY	ROCKY EATON
ALDERMEN	BRAD AMACKER CRAIG BULLOCK TONY DUCKER CLINT MOORE STEVE STRINGER
OTHERS	TOMMYE CORLEY ADA MADISON BERNARD JACKSON AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY CRAIG BULLOCK

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

SEMINARS & TRAVEL

Request to authorize Mayor Marx to attend MML Mid Winter Conference in Jackson, MS in January 2018. Total cost: \$135.00 + mileage

Request to authorize Rocky Eaton to attend Winter MS Municipal Attorney's Conference in Jackson, MS on January 11, 2018. Total cost: \$150.00 + mileage

ORDERS & ORDINANCES

Request to adopt order transferring Scott Hinnant to modified duty with an 80-hour pay period at a rate of \$17.48 per hour pending release to full duty by his physician.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE THE MINUTES OF THE REGULAR MEETING OF NOVEMBER 21, 2017.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF NOVEMBER 21, 2017 AS WRITTEN. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT

THERE WAS NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTION URGING THE MS LEGISLATURE TO ALLOW MUNICIPALITIES TO SUBMIT DEBTS OWED AS A RESULT OF DELINQUENT MUNICIPAL COURT FINES AND FEES TO MS DEPT OF REVENUE FOR COLLECTION THROUGH STATE INCOME TAX FUNDS.

EXHIBIT "A"

RESOLUTION

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND YORK DEVELOPMENTS RELATING TO THE TAX INCREMENT FINANCING PLAN

EXHIBIT "B"

RESOLUTION

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTIONS REGARDING PROPERTY CLEANUP

EXHIBIT "C"

RESOLUTION – 120 HYLAND DR

RESOLUTION – 303 HYLAND DR

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ADOPT THE FOREGOING RESOLUTIONS. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE BIDS ON CREW TRUCKS FOR THE STREET DEPT

EXHIBIT "D"

BIDS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE BID FROM MCMULLAN MOTORS IN THE AMOUNT OF \$123,007.00 FOR CREW TRUCKS IN THE STREET DEPT. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE BIDS ON CREW TRUCKS FOR THE WATER DEPT.

EXHIBIT "E"

BIDS

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ACCEPT THE BID FROM MCMULLAN MOTORS IN THE AMOUNT OF \$211,771.00 FOR CREW TRUCKS FOR THE WATER DEPT. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE BIDS ON A PUMP TRAILER FOR THE WATER DEPT

EXHIBIT "F"

BIDS

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ACCEPT THE BID FROM VERMEER MIDSOUTH IN THE AMOUNT OF \$61,508.13 FOR THE PUMP TRAILER. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE BIDS FOR LEASE PURCHASE AGREEMENT FOR TRUCKS AND TRACTORS IN THE STREET DEPT

EXHIBIT "G"

BIDS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE EXECUTION OF A LEASE PURCHASE AGREEMENT WITH BANCORP SOUTH FOR STREET EQUIPMENT AND TRUCKS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE BIDS FOR TRUCKS IN THE WATER DEPT

EXHIBIT "H"

BIDS

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO AUTHORIZE THE EXECUTION OF A LEASE PURCHASE AGREEMENT WITH BANCORP SOUTH FOR WATER DEPT TRUCKS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO REMOVE ONE (1) SHOP VAC FROM INVENTORY AT THE FIRE DEPT

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO REMOVE ONE (1) SHOP VAC FROM INVENTORY AT THE FIRE DEPT. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A TELECONFERENCE SYSTEM AGREEMENT WITH FORREST COUNTY JAIL.

EXHIBIT "I"

AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE AGREEMENT WITH FORREST COUNTY JAIL AND AUTHORIZE THE PURCHASE OF NECESSARY EQUIPMENT. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING PROOFS OF PUBLICATION

- ORDINANCE 1979 (42-A408)
- ORDINANCE 1979 (42-A409)

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 316 FORD DR DUE TO A LEAK

THEREUPON, ALDERMAN STRINGER NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 316 FORD DR IN THE AMOUNT OF \$253.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED AN AGREEMENT WITH PETAL SPORTS ASSOCIATION FOR A PERIOD OF TWO YEARS

EXHIBIT "J"

AGREEMENT

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE AGREEMENT WITH PETAL SPORTS ASSOCIATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN CRAIG BULLOCK
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER

WHEREAS, MAYOR MARX PRESENTED THE DOCKET OF CLAIMS FOR THE MONTH OF NOVEMBER 2017

EXHIBIT "K"

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE DOCKET OF CLAIMS FOR THE MONTH OF NOVEMBER 2017. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE REVENUE & EXPENDITURES FOR THE MONTH OF OCTOBER 2017.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF OCTOBER 2017. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ATTEND MML MID WINTER CONFERENCE IN JACKSON, MS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE HAL MARX TO ATTEND MID WINTER CONFERENCE IN JACKSON, MS IN JANUARY 2018 AT A COST OF \$135.00 + MILEAGE. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR ROCKY EATON TO ATTEND MS MUNICIPAL ATTORNEY'S WINTER CONFERENCE IN JACKSON, MS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE ROCKY EATON TO ATTEND MS MUNICIPAL ATTORNEY'S WINTER CONFERENCE IN JACKSON, MS ON JANUARY 11, 2018 AT A COST OF \$150.00 + MILEAGE. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER TRANSFERRING SCOTT HINNANT TO 80-HOUR PAY PERIOD

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
TRANSFER SCOTT HINNANT

IT IS HEREBY ORDERED THAT SCOTT HINNANT
BE TRANSFERRED TO 80-HOUR PAY PERIOD AT
A RATE OF \$17.48 PER HOUR EFFECTIVE DECEMBER 6, 2017
PENDING RELEASE TO FULL DUTY BY HIS PHYSICIAN

SO ORDERED THIS THE 5TH DAY OF DECEMBER 2017

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR EXECUTIVE SESSION

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"



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

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO AUTHORIZE THE ORDER OF A 2018 PIERCE SABER CUSTOM PUMPER AT A STATE CONTRACT PRICE OF \$400,000.00.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE THE ORDER OF A 2018 PIERCE SABER CUSTOM PUMPER AT A STATE CONTRACT PRICE OF \$400,000.00 AND TO AUTHORIZE THE CITY CLERK TO SEEK FINANCE OPTIONS FOR THE FY2019 BUDGET. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ADJOURN THE REGULAR MEETING OF DECEMBER 5, 2017. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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



MAYOR HAL MARX




MELISSA MARTIN, CITY CLERK

Resolution
EXHIBIT "A"

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, URGING THE MISSISSIPPI LEGISLATURE TO ALLOW MUNICIPALITIES TO SUBMIT DEBTS OWED TO MUNICIPALITIES AND TO THE STATE OF MISSISSIPPI AS A RESULT OF DELINQUENT MUNICIPAL COURT FINES AND FEES TO THE MISSISSIPPI DEPARTMENT OF REVENUE FOR COLLECTION THROUGH A SETOFF AGAINST STATE INCOME TAX REFUNDS OWED TO THE DEBTOR

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi (the "City"), is owed \$2,159,947.15 in unpaid and outstanding municipal court fines and fees by persons of this State that cannot be written off by the City and if collected could assist to enhance City services for its citizens;

WHEREAS, if the Mississippi Legislature allows municipalities to submit debts owed to them to the Mississippi Department of Revenue to setoff against income tax refunds owed to the debtor, then the State shall be entitled to approximately fifty percent (50%) of any recouped outstanding fines and fees owed to the municipality;

WHEREAS, by allowing said debt setoff the State would receive approximately \$1,079,973.58, which amount is fifty percent (50%) of the City's unpaid and outstanding municipal court fines and fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Petal that it strongly urges the Mississippi Legislature to support and pass legislation to allow municipalities to submit debts owed to them and the State to the Mississippi Department of Revenue for collection through a setoff against income tax refunds owed to the debtor.

Following the reading of the foregoing resolution, Alderman Stringer seconded the motion for its adoption. The Mayor put the question to a vote, and the members voted unanimously to adopt the Resolution.

The motion having received the unanimous affirmative vote of the Board of Alderman of the City of Petal, Mississippi, the Mayor declared the motion carried and the resolution adopted, on this the 5th day of December, 2017.

APPROVED: _____



Mayor

ATTEST:



EXHIBIT "B"

The Mayor and Board of Aldermen of the City of Petal, Mississippi, (the "Governing Body") took up for consideration the matter of approval of a Development Agreement relating to the Tax Increment Financing Plan, Petal, Mississippi (York/Petal Project) (the "Tax Increment Financing Plan"), and a resolution regarding such Development Agreement. After a full consideration and discussion of the matter, Alderman Bullcock offered and moved the adoption of the following resolution:

RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PETAL, MISSISSIPPI AND YORK DEVELOPMENTS, LLC, ITS SUCCESSORS AND ASSIGNS RELATING TO THE TAX INCREMENT FINANCING PLAN, PETAL, MISSISSIPPI (YORK/PETAL PROJECT); AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. York Developments, LLC (the "Developer") requested the City and Forrest County, Mississippi (the "County") to participate in the construction of the Redevelopment Project (as defined in the Tax Increment Financing Plan, Petal, Mississippi (York/Petal Project)(the "TIF Plan")), by issuing tax increment limited obligation bonds in the principal amount not to exceed \$4,000,000 (the "Bonds"), a portion of the proceeds of which will be used to pay the costs of constructing Improvements (as defined in the TIF Plan) necessary for the Developer's Project (the "Project") (as defined in the TIF Plan), which requests were approved following a public hearing by the City on August 1, 2017, and by the County on August 21, 2017; and
2. It is the intention of the City, pursuant to the authority provided in Miss. Code Ann., Sec. 21-45-1 et seq., to enter into a Development Agreement (the "Development Agreement"), with York Developments, LLC and its successors and assigns (the "Developer" or "Developers") of the TIF District Property under the TIF Plan for purposes of designing, acquiring and constructing the Public Infrastructure Improvements, providing for reimbursement to the Developer(s) from the net proceeds of the TIF Bonds, and providing for construction of the Redevelopment Project according to the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. That the Governing Body of the City does hereby approve the Development Agreement in the form attached hereto as EXHIBIT "A", and does hereby authorize the Mayor and City Clerk to execute the same in substantially the same form as is attached hereto, for and on behalf of the City

SECTION 3. All orders, resolutions or proceedings of this Governing Body in conflict with the provisions of this resolution shall be and are hereby appealed, rescinded and set aside, but only to the extent of such conflict, if any.

SECTION 4. For cause, this resolution shall become effective immediately upon adoption thereof.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Bullcock, seconded by Alderman York, and was adopted by the following vote, to-wit:

Alderman Brad Amacker	voted:	<u>AYE</u>
Alderman Craig Bullock	voted:	<u>AYE</u>
Alderman David Clayton	voted:	<u>AYE</u>
Alderman Tony Ducker	voted:	<u>AYE</u>
Alderman William King IV	voted:	<u>AYE</u>
Alderman Clint Moore	voted:	<u>AYE</u>
Alderman Steve Stringer	voted:	<u>AYE</u>

The motion having received the affirmative vote of a majority of the Board members present, the President declared the motion carried and the resolution adopted, on this the 13 day of August, 2017.



Hal Moore
MAYOR

EXHIBIT "A"

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the 13 day of August, 2017 (this "Agreement") and effective as of August 1, 2017, by and between the CITY OF PETAL, MISSISSIPPI (the "City"), a municipal corporation of the State of Mississippi (the "State"), and YORK DEVELOPMENTS, LLC, a Mississippi limited liability company, together with its successors and assigns (collectively, the "Developer").

WITNESSETH:

WHEREAS, the Developer's Project (also sometimes referred to herein as the "York/Petal Project" or the "Project") consists of the development of a single-phase multi-family residential project on approximately 15 acres featuring approximately 130 market-rate luxury garden dwelling units, approximately five (5) new residential buildings, a new clubhouse with pool, a new sports complex, a new pet park, and a new playground complex, in addition to other improvements, in accordance with the Redevelopment Plan, including improvement and redevelopment of existing properties and infrastructure within the Project Area, more particularly described in Exhibit "1" (the "Project Area"); and

WHEREAS, pursuant to Sections 21451 et seq., Mississippi Code of 1972, as amended (the "Act"), the City is authorized to undertake redevelopment projects (as defined in the Act) in connection with redevelopment plans (as defined in the Act) within the City in order to encourage private redevelopment therein and is authorized to finance such redevelopment projects through the issuance of tax increment financing bonds; and

WHEREAS, The City adopted and implemented the Tax Increment Financing Redevelopment Plan for the City of Petal, Mississippi (the "Redevelopment Plan"), whereby the City has agreed to consider Tax Increment Financing in order to undertake redevelopment projects including, but not limited to, the acquisition of project areas within the City necessary or incidental to the development or redevelopment of such areas, and to install, construct or reconstruct streets, utilities, public improvements, site improvements and other undertakings as allowed by law essential to the preparation and utilization of sites in accordance with the Redevelopment Plan to encourage private redevelopment within the City; and

WHEREAS, the Developer requested the City and Forrest County, Mississippi (the "County") to participate in the construction of the Redevelopment Project, as defined in the Tax Increment Financing Plan, Petal, Mississippi (York/Petal Project)(the "City TIF") and the Tax Increment Financing Plan, Forrest County, Mississippi (York/Petal Project)(the "County TIF") (together referenced herein as the "TIF Plans") by issuing tax increment limited obligation bonds in principal amount of up to \$4,000,000 on the terms set forth more fully in the respective TIF Plans, said terms being incorporated herein by reference; a portion of the proceeds of which will be used to pay the costs of constructing infrastructure improvements necessary for the Developer's Project all as described in the TIF Plans, which requests were approved by the City and County; and

WHEREAS, the Mayor and Board of Aldermen of the City, subsequent to a scheduled public hearing on August 1, 2017, passed a resolution adopting the City TIF Plan, and the Board

EXHIBIT "B"

of Supervisors of the County, subsequent to a scheduled public hearing on August 21, 2017, passed a resolution adopting the County TIF Plan; and

WHEREAS, the City and the County, in accordance with the TIF Plans, anticipate entering into an Interlocal Cooperation Agreement (the "Interlocal Agreement") wherein the City and the County will agree to ~~pledge certain~~ incremental increases in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the Project as security for debt service on the Bonds issued by the City for purposes of financing the Infrastructure; and

WHEREAS, the City and the Developer now desire to enter into this Agreement pursuant to the Act in order to, among other things, provide for the performance of certain undertakings by the Developer and to provide for the sale and issuance of the Bonds by the City in order to finance all or a part of the costs of the public infrastructure Improvements and the costs incident to the sale and issuance of the Bonds;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the parties hereto intend to be legally bound hereby and in consideration of mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, do hereby agree as follows:

1. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE CITY. Subject to the conditions herein stated, the City agrees as follows:

a. The City will employ best efforts to cooperate with the Developer to process and timely issue permits, approve plans and effect consideration of and/or performing and/or taking such other actions as may facilitate and/or support the Developer in completing the Project. With respect to the Improvements, as defined in the TIF Plans, the City has approved, on a preliminary basis, those categories of infrastructure improvements set forth in Exhibit "2" as constituting reimbursable undertakings relating to the Project.

b. Following adoption of the Tax Increment Financing Plan, all of those revenues pledged herein constituting captured assessed value as defined by the TIF Act shall be retained prior to the issuance of TIF Bonds relating to the TIF Plan for purposes of financing the redevelopment project, including the cost of establishing necessary reserves to insure payment of revenue bonds when issued and so long as they are outstanding.

c. Subject to the City's verification of the lawfully available Tax Increment (as defined herein below) available to the City under the TIF Plans and the Interlocal Agreement, and inspection of the public infrastructure Improvements as defined in the TIF Plans to verify that they have been completed in accordance with the City's standards, codes and resolutions, all of which inspection shall be completed by the City using its best efforts and in a timely and expeditious manner, the City will use all reasonable efforts to sell and issue the Bonds, in one or more series, in an aggregate amount not to exceed Four Million and NO/100 Dollars (\$4,000,000.00), pursuant to the

provided in Paragraph 5 hereof. Fees and expenses incurred by City and by Bond Counsel will be paid as provided in Paragraph 5 hereof.

j. Within a reasonable time after adoption of all proceedings of the City required by the Act for the sale and issuance of the Bonds, the City shall submit the same for validation under the provisions of Sections 31131, et seq., Mississippi Code of 1972, as amended, and will prosecute said validation proceedings and secure therein a final decree of the Chancery Court validating the Bonds.

k. The City's obligation to reimburse the Developer under this Agreement is expressly limited to funds available under this Agreement from Bond proceeds derived from the sale and delivery of the Bonds and available after distribution in accordance with the Bond Resolution and Paragraph 1(d) and (e) of this Agreement.

l. The City shall accept dedication of and maintenance easements relating to the applicable Improvements constructed in accordance with City standards, regulations, codes and ordinances, such easements to be located so as to cause the least disruption to Developer's possession and operations on, and loss of value to, the easement area(s) and contiguous property.

m. With regard to the sanitary sewer lift station and any other off-site Improvements identified in Exhibit "2", the City will employ best efforts to utilize City personnel and resources to timely complete construction and installation of said Improvements, with all costs thereof to be paid by the City. All such costs shall be subject to reimbursement to the City from Bond proceeds remaining after reimbursement to the Developer of Developer's eligible costs in accordance with the TIF Plans.

n. If in the best interests of the City and the public, as determined by the City in its sole discretion, the City may enter into a Regional Economic Development Alliance with Forrest County pursuant to the Regional Economic Development Act, Title 57, Chapter 64, Mississippi Code of 1972, as amended (the "REDA Act"), to support the Redevelopment Project and to allow proceeds of the Bonds to be used to pay the cost of certain of the Improvements and costs associated with REDA certification and to provide additional security for the Bonds; said Bonds may be issued in one (1) or more series.

2. UNDERTAKINGS AND ACKNOWLEDGMENTS OF THE DEVELOPER. Subject to the conditions herein stated, the Developer agrees as follows:

a. The Developer, acting in consideration of and reliance upon the City's undertakings and acknowledgments set forth herein, will, subject to Developer's right to alter, amend, abandon, assign or otherwise elect, in Developer's sole discretion, to not pursue the Project or any portion thereof, timely complete construction and installation of the Project in one or more phases in accordance with the TIF Plan and in accordance with the building codes of the City and all other applicable laws and regulations. Any material alteration or amendment of the Project concept as presented to the City prior to the Effective Date hereof shall be disclosed to the City prior to construction and installation of the Project in anticipation of reimbursement hereunder.

terms of the Act on such terms, conditions and rates of interest as shall be mutually agreeable to the City and to the Purchaser (as hereinafter defined), provided, however, that the Bonds will not be sold and issued until such time as the Developer has complied with the requirements of Paragraph 3 hereof.

d. The sale of the Bonds shall be by negotiated sale, or by any other means allowable by law pertaining to such Bonds, to one or more purchasers (the "Purchaser"). The City will effect such procedures with respect to the sale and issuance of the Bonds including, without limitation, the adoption of appropriate resolutions and such other procedures and documents as may be required by the Act.

e. Pursuant to the resolution or resolutions of the City authorizing the sale and issuance of the Bonds (collectively, the "Bond Resolution(s)"), the proceeds from the sale of the Bonds will be delivered to the City for handling and distribution according to the terms of the Bond Resolution(s) and the Act.

f. The Bond Resolution(s) will, among other provisions, provide that proceeds from the sale of the Bonds shall first pay the City's costs incurred in issuance of the Bonds and funding of a reserve to pay any debt service on the Bonds that will be due and payable before the first Tax Increment (as defined herein-below) is received by the City and any reserve that may be required by the Purchaser, if, and to the extent, such reserves are not covered by those pledged funds captured in accordance with section 1(b) hereof, and then the proceeds shall next be used to reimburse the Developer for eligible costs in accordance with the TIF Plans, and the remainder of the Bond proceeds, if any, shall be disbursed by the City in the manner authorized by law.

g. In accordance with the Act, the TIF Plans and City protocols, the Bonds shall mature at such time or times not exceeding fifteen (15) years from their date, may be subject to redemption at such times and at such premiums and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the Bond Resolution. Subject to the lawfully available Tax Increment (as defined herein-below), the City commits to size the Bonds and provide for an amortization period of not less than fifteen (15) years unless a shorter amortization term shall be sufficient, at such size as to produce net Bond proceeds, after the distributions set forth in Paragraphs 1(e) and (f), sufficient to reimburse Developer for all reimbursable costs as set forth in Paragraph 1(f) of this Agreement.

h. Payment of the principal and interest on the Bonds will be secured and provided for by a pledge from the City and County of the Tax Increment as defined herein. As used herein and in this Agreement, "Tax Increment" shall mean the incremental increase in real and personal property ad valorem tax revenue (excluding school taxes) and payments in lieu of taxes, if applicable, generated by the City and County by the Project as defined by the Act and as provided for in the TIF Plans.

i. Costs of issuance for the Bonds including, but not limited to, the fees and expenses of the City and Bond Counsel, will be paid from the proceeds of the Bonds provided, however, that if the Bonds are not issued and this Agreement is terminated as

b. The Developer, subject to Developer's right to alter, amend, abandon, assign or otherwise elect, in Developer's sole discretion, to not pursue the Project or any portion thereof, will timely complete construction and installation of the Improvements in accordance with the TIF Plans and the building codes of the City and all other applicable laws and regulations of the City and as otherwise required under State law. The Developer shall submit plans and specifications with respect to the Improvements to the City and such plans and specifications shall be subject to the approval of the City.

c. The Developer, has prepared or will prepare and file with the City a preliminary plat or plats and final plat or plats in connection with the Project in accordance with the City's zoning and subdivision regulations. In lieu of any plat, Developer, in Developer's discretion, may utilize metes and bounds conveyances in accordance with the City's zoning and subdivision regulations.

d. In connection with the construction and installation of the Project and the Improvements, the Developer, and/or its agents or associated third parties, has/have obtained or will obtain all necessary approvals from all applicable State, City, federal and other governmental agencies.

e. The Developer, and/or its agents or associated third parties, has executed or will execute all appropriate documents necessary to complete the sale and issuance of the Bonds.

f. The Improvements have been or will be constructed and installed to City standards to allow for their dedication or conveyance to the City of rights of access by City citizens and the public.

g. Following their installation and construction, the Developer, and/or its agents or associated third parties, will dedicate or convey or have dedicated or conveyed to the City the Improvements and/or, as determined by the Developer, in Developer's sole discretion, convey or have conveyed to the City and/or the Public easements or rights of access by City citizens in connection with such Improvements.

h. Provided that the City uses its best efforts to comply with the City's undertakings herein, Developer acknowledges and agrees that the final size of the Bonds will be determined solely at the reasonable discretion of the City and the Purchaser based on the Tax Increment lawfully available to the City to fund debt service on the Bonds.

i. The Developer, and/or its agents or associated third parties, shall maintain separate records on the costs of the Project and the Improvements in a manner so as to aid the City in accounting for costs eligible for reimbursement under this Agreement and the Act.

3. CONDITIONS PRECEDENT TO ISSUANCE OF THE BONDS. The Developer acknowledges and agrees that the City's obligation to issue and close the Bonds and reimburse the Developer pursuant to this Agreement is expressly subject to the condition precedent that (i) the Developer, and/or its agents or associated third parties, will have obtained all required approvals in connection with the Project and Improvements, or any phase thereof;

EXHIBIT "B"

(ii) the Developer, and/or its agents or associated third parties, will have had the plans and specifications for the Improvements for which reimbursement or partial reimbursement may be sought by Developer under the TIF Plans approved by the City; (iii) Developer and/or its agents or associated third parties will have, at their own costs, completed acquisition, installation and construction of the Improvements on the Project Site for which reimbursement is sought by Developer, and dedicated or conveyed said Improvements or easements relating thereto to the City or otherwise provided for rights of access by City citizens as set forth herein; (iv) Developer will have completed the Project at a level necessary to produce the Tax Increment required to provide debt service on the Bonds, including any series thereof; (v) Developer will have not defaulted on any of the requirements of this Agreement; and (vi) the completed Project or phase thereof, as verified by the City, is reasonably determined to generate sufficient lawfully available Tax Increment to fund debt service on the Bonds. Construction of the Improvements for the purposes of this Paragraph 3 shall include, but not necessarily be limited to, clearance essential to the preparation of the Developer's Project area for use in accordance with the Redevelopment Plan; acquisition, reconstruction, rehabilitation of or upon properties within the Project Area for purposes of improving pedestrian and traditional traffic, public transportation, public utilities, recreational, residential, commercial and community facilities and other public improvements in accordance with definite local objectives, and may include demolition or removal of existing buildings, structures, streets, utilities and other improvements; and the construction, expansion, renovation or repair of utilities, drainage facilities, streets, sidewalks, retaining walls, pedestrian ways and other roadways, parking facilities and improvements; installation, construction or reconstruction of streets, utilities and site improvements essential to the preparation and use of sites for uses in accordance with the Redevelopment Plan; and other improvements to encourage private redevelopment in accordance with the Redevelopment Plan, all located within the Project Site or reasonably situated in close proximity thereto ("off-site" Improvements), including, but not limited to, those categories stated in Exhibit "2" to this Agreement; related engineering fees, architect's fees, consultant's fees, attorney's fees, TIF Plan preparation fees, capitalized interest and other related soft costs; and completion and dedication to and acceptance by the City of the Improvements or easements or other designations of rights of access by City citizens and the public relating thereto as set forth hereinabove. Upon satisfaction of the requirements of this Paragraph 3, the City agrees to employ best efforts to timely sell and issue the Bonds on a schedule mutually acceptable to the City and the Developer.

4. LIMITED OBLIGATION. The Bonds will be limited obligations of the City payable solely from the Tax Increment and other monies pledged therefore. Neither the good faith, credit nor taxing power of the City, the County, the State or any political subdivision thereof is pledged to the payment of the Bonds.

5. TERMINATION. This Agreement shall automatically terminate if no Bonds are not issued within ten (10) years of the effective date hereof; upon issuance of any series of Bonds, this Agreement shall remain in place so long as that series of Bonds, or any subsequent series of Bonds, is outstanding. So long as any initial series of Bonds are issued within ten (10) years of the effective date hereof, the ten (10) year limit hereinabove shall thereafter no longer apply so that subsequent series of Bonds may issue at any time while this Agreement remains in place by virtue of an outstanding prior issue of Bonds. This Agreement may be terminated sooner by the City upon any uncured failure of the Developer to fulfill the provisions of Paragraph 3 above, or may be terminated by written agreement of the parties hereto.

b. This Agreement shall become effective upon the execution and acceptance hereof by the parties hereto and shall be valid and enforced from and after the time of such execution and acceptance.

c. If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a paragraph of this Agreement.

d. In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

e. This Agreement shall inure to the benefit of the City and the Developer and their respective successors and assigns. The right of Developer to assign its interest and responsibility under the TIF Plans, hereunder and otherwise is expressly acknowledged, provided that any assignee of Developer is equally or better qualified as Developer to fulfill Developer's obligations, responsibilities and undertakings under the TIF Plans and hereunder, and written notice of any such assignment is delivered to the City.

f. This Agreement shall be governed as to validity, construction and performance by the laws of the State of Mississippi.

g. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall constitute but one and the same agreement.

h. No amendment, change, modification, alteration or termination of this Agreement shall be made other than pursuant to a written agreement signed by the City and the Developer.

i. Any notice given or required to be given under this Agreement shall, except as otherwise provided herein, be in writing and shall be deemed to have been given when delivered personally, when received, five (5) days after its deposit in the United States mail, if mailed postpaid and correctly addressed, or on the date shown on the return receipt if sent by registered or certified mail, return receipt requested, and such receipt is signed by or on behalf of the addressee, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

To the Developer:

York Developments, LLC
C/O Bennett V. York
112 Sheffield Loop
Hattiesburg, MS 39402
Telephone: (601) 264-0403

With a copy to:

6. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE; OTHER REMEDIES. In the event of any default in or breach of any term or condition of this Agreement by either party hereto, or any successor, the defaulting or breaching party (or successor) shall, upon written notice specifying such default or breach, proceed immediately to cure or remedy such default or breach, and shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default or breach. In the event that the defaulting or breaching party (or successor) diligently and in good faith commences to cure or remedy such default or breach but is unable to cure or remedy such default or breach within thirty (30) days after receipt of notice, the defaulting or breaching party (or successor) shall, prior to the end of such thirty (30) days, provide notice to non-defaulting party that it has in good faith commenced to cure or remedy such default or breach, whereupon the defaulting or breaching party (or successor) shall have an additional ninety (90) days to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied prior to the end of the additional ninety (90) day period, the aggrieved party shall be entitled to pursue such remedies as are reserved to it under applicable law.

7. "BEST EFFORTS" DEFINED. For purposes of this Agreement, "best efforts" shall mean prompt, substantial and persistent efforts as a prudent person desirous of achieving a result would use in similar circumstances, considering the party's ability and the means at its disposal and the other party's reasonable expectations.

8. FORCE MAJEURE. Neither the Developer nor any successor in interest thereto shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, damage or destruction by fire or casualty, strike, lockout, civil disorder, war, restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Project or any portion thereof; delay in commencement or completion of any and all work to be performed by others that affects the Developer's ability to commence or complete the Project; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the Developers' reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of the contemplated Project, this Agreement, or eminent domain actions; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure. The time for performance of obligations under this Agreement shall be extended for a period equal to the period of the force majeure event.

9. ADDITIONAL PROVISIONS.

a. This Agreement has been made by the City and the Developer and no person other than the foregoing and their successors and assigns shall acquire or have any right under or by virtue of this Agreement.

Ronald D. Farris, Esquire
Farris Law Group, PLLC
Post Office Box 1458
Madison, MS 39130-1458
Telephone: (601) 354-1458
Facsimile: (888) 503-0660
Email: ron@farrislawgroup.net

To the City:

City of Petal
ATTN: Hal Marx, Mayor
119 West 8th Avenue
Petal, MS 39465
Telephone: (601) 545-1776
Facsimile: (601) 545-6685

Either party may, however, at any time, change its address for notification purposes by mailing as herein provided a notice stating the change of address to each of the other addresses listed above.

[The remainder of this page intentionally left blank.]

EXHIBIT "B"

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be duly executed as of the ___ day of _____, 2017, with an effective date of August 1, 2017.

CITY OF PETAL, MISSISSIPPI



By: Hal Marx
Hal Marx, Mayor

City Clerk

YORK DEVELOPMENTS, L.L.C. a Mississippi limited liability company

By: _____
Bennett V. York
Its: Member/Manager

[The remainder of this page intentionally left blank.]

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 2017, within my jurisdiction, the within named _____ and _____, who acknowledged they are the Mayor and City Clerk, respectively, of the City of Petal, Mississippi, and that for and on behalf of said City and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized so to do.

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 2017

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ___ day of _____, 2017, within my jurisdiction, the within named Bennett V. York, who acknowledged to me that he is the Member/Manager of York Developments, L.L.C. a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT "1"

Legal Description
for
YORK/PETAL
TIF PARCEL

A parcel of land being located in the Southeast 1/4 of the Northeast 1/4 of Section 31, Township 5 North, Range 12 West, Forrest County, Mississippi, having bearings based upon Grid North as referenced from Mississippi State Plane Coordinates, East Zone, having a Convergence Angle of -00 degrees 12 minutes 28.09 seconds, a Combined Factor of 0.9999643378 referenced from the POINT OF BEGINNING and being more particularly described as follows:

Commence at a 1" Metal pipe marking the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of section 31, Township 5 North, Range 12 West, Forrest County, Mississippi; thence run West for 888.54 feet; thence run North for 255.38 feet to a Iron Pin Set on the East right of way of Byrd Parkway to and for the POINT OF BEGINNING; thence run along the East right of way of Byrd Parkway for the following calls, thence run 106.15 feet along a curve to the left to a Iron Pin Set, said curve having a radius of 560.00 feet, a chord bearing of North 01 degrees 16 minutes 57 seconds East and a chord length of 105.99 feet; thence run South 85 degrees 51 minutes 08 seconds West for 5.00 feet to a Iron Pin Set; thence run 432.79 feet along a curve to the left to a Iron Pin Set, said curve having a radius of 555.00 feet, a chord bearing of North 26 degrees 29 minutes 16 seconds West and a chord length of 421.91 feet; thence run North 48 degrees 49 minutes 40 seconds West for 177.68 feet to a Iron Pin Set; thence leaving said East right of way of Byrd Parkway, run North 45 degrees 21 minutes 21 seconds East for 101.67 feet to a Iron Pin Set; thence run 84.50 feet along a curve to the right to a Iron Pin Set, said curve having a radius of 400.00 feet, a chord bearing of North 51 degrees 24 minutes 28 seconds East and a chord length of 84.34 feet; thence run 84.50 feet along a curve to the right to a Iron Pin Set, said curve having a radius of 400.00 feet, a chord bearing of North 63 degrees 30 minutes 42 seconds East and a chord length of 84.34 feet; thence run North 69 degrees 33 minutes 49 seconds East for 241.14 feet to a Iron Pin Set; thence run 222.87 feet along a curve to the right to a Iron Pin Set, said curve having a radius of 350.00 feet, a chord bearing of North 87 degrees 48 minutes 21 seconds East and a chord length of 219.13 feet; thence run 222.87 feet along a curve to the right to a Iron Pin Set, said curve having a radius of 350.00 feet, a chord bearing of South 55 degrees 42 minutes 34 seconds East and a chord length of 219.13 feet; thence run South 34 degrees 00 minutes 58 seconds East for 335.04 feet to a Iron Pin Set; thence run 208.84 feet along a curve to the right to a Iron Pin Set, said curve having a radius of 525.00 feet, a chord bearing of South 22 degrees 37 minutes 13 seconds East and a chord length of 207.46 feet; thence run 208.84 feet along a curve to the right to a Iron Pin Set, said curve having a radius of 525.00 feet, a chord bearing of South 00 degrees 10 minutes 16 seconds West and a chord length of 207.46

feet; thence run South 11 degrees 34 minutes 01 seconds West for 120.93 feet to a Iron Pin Set; thence run North 85 degrees 09 minutes 36 seconds West for 760.25 feet to a Iron Pin Set back to the POINT OF BEGINNING Said parcel contains 15.87 acres, more or less.

EXHIBIT "B"

EXHIBIT "2"

PRE-APPROVED CATEGORIES OF TIF-REIMBURSABLE INFRASTRUCTURE

Site clearing & grubbing
Site earthwork
Site erosion control
Detention Facilities (including basin)
Pavement and Drainage Items (asphalt, base, curb/gutter, sidewalks, striping/signage, storm drainage infrastructure, inlets and piping)
Water Items (8" water main, 6" water main, roadway bore/casing, fire hydrants/gate valves/ductile fittings, live taps to existing mains)
Sewer Items (sanitary sewer main, manholes, cleanouts, ties to existing manholes)
Engineering Fees
Landscaping
Electric Service extension
Jogging Path
Off Site Sewer Pump Station Improvements
Site Lighting

RESOLUTION

Resolution finding and determining that the property located at 303 Hyland Dr in Petal, Mississippi and owned by Deborah Koss, is in such a state of disrepair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 303 Hyland Dr, Parcel# 3-030H-01-127.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 303 Hyland Dr, Parcel # 3-030H-01-127.00, in Petal, Mississippi is in such a state of disrepair as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of December, 2017 A.D.

(SEAL)

Hal Marx, Mayor

ATTEST:

Melissa Martin, City Clerk

RESOLUTION

Resolution finding and determining that the property located at 120 Hyland Dr in Petal, Mississippi and owned by Jerry Don and Rebecca West, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 120 Hyland Dr, Parcel# 3-030H-01-018.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 120 Hyland Dr, Parcel # 3-030H-01-018.00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of December, 2017 A.D.

(SEAL)

Hal Marx, Mayor

ATTEST:

Melissa Martin, City Clerk

EXHIBIT "C"

EXHIBIT "D"

McMullan Motors
101 Broadway Drive
Tattiesburg, MS 39401
www.mcmullanmotors.com
Phone: 601.544.2430
ax: 601.544.6950

Customer: City of Petal
Prepared By: Drew McMullan
Date:



235 SW Frontage Rd • P.O. Box 670 • Grenada, MS 38902-0670
Telephone: 662-226-3632 • Fax: 662-226-0274
Email: kirkauto@network-one.com • www.kirkautocom

Home Phone _____
Work Phone _____
Fax _____
Cell _____

Date: 11-17-17

Stock # _____
Salesman: Pete Pecker

**NEW VEHICLE
RETAIL BUYER'S ORDER**

Purchaser: Forrest County / Street Department (3)
Address: 119 W 8th Avenue, Petal, MS 39465
Enter My Order For Yr: 2018 Make: Ford F350 Model: C/C 4X4 Type: XLT (Diesel)

VIN No. _____ Mileage _____ Color _____
Unless otherwise specifically stated, all prices hereon shown are the dealer's prices for cash and do not constitute the time price.

Year	Make	Model	Options	Quantity	MSRP	Bid Price	Line Total
	Ram	2500 Tradesman Crew Cab 4x2 w 8' bed, 6 speed auto, 6.4L Hemi Gas	Daytime Running Lights, Anti-Spin Differential, Spray In Bedliner, Trailer Brake Control	3	\$ 39,515.00	\$ 25,918.00	\$ 77,754.00
2018	Ram	3500 Crew SLT 4x4 w 8' bed, 6 Speed Auto Transmission, 6.7L Cummins Diesel	Fog Lamps, Clearance Lamps, 3.73 Rear Axle, Protection Group, Delete Carpet, Uconnect 4C w 8.4" Display, Spray In Bedliner, Trailer Brake Control, Dual Rear Wheels, Chrome Side Steps, Electric Shift on Fly Transfer Case, Daytime Running Lights, LED Bed Lighting, 5th Wheel/Gooseneck Prep Group, Remote Start System, Ctr Stop Lamp w Cargo View Camera	1	\$ 60,940.00	\$ 45,253.00	\$ 45,253.00
TOTAL ORDER				4			
						Total Bid	\$123,007.00

NON-FACTORY INSTALLED OPTIONS \$57,537.30

TOTAL CAR & ACCESSORIES

TRADE-IN ALLOWANCE

TRADE DIFFERENCE

PROCESSING FEE

STATE SALES TAX

TITLE APPLICATION FEE

BALANCE OWED ON TRADE

OUT OF STATE TAX

GRAND TOTAL \$57,537.30

Rebate/Volume \$ \$4800.00

Net # Demand \$

Net # Cash Due On Delivery \$

BAL DUE IF SOLD FOR CASH \$50,737.30

For your protection, request a prenumbered receipt for all payments. This New Vehicle Retail Buyer's Order is an offer by us to purchase the vehicle described herein on the terms and conditions specified on this document. This agreement is not enforceable except upon the acceptance of any offer by the Buyer. Manager or other authorized representatives of Kirk Auto Company as indicated below. The Buyer agrees that there are no representations, warranties or conditions except those which are written within the four corners of this New Vehicle Retail Buyer's Order. The Buyer agrees that all prior negotiations and verbal statements and representations are merged into this document and any representations, warranties and/or agreements not contained herein are void and unenforceable. I warrant that I am eighteen years of age or older.

Accepted By: _____
Kirk Auto Company

NEW VEHICLE RETAIL BUYER'S ORDER

Date: 11-17-17

235 SW Frontage Rd • P.O. Box 670 • Grenada, MS 38902-0670
Telephone: 662-226-3632 • Fax: 662-226-0274
Email: kirkauto@network-one.com • www.kirkautocom

Home Phone _____
Work Phone _____
Fax _____
Cell _____

Stock # _____
Salesman: Pete Pecker

Purchaser: Forrest County / Street Department (3)
Address: 119 W 8th Avenue, Petal, MS 39465
Enter My Order For Yr: 2018 Make: F350 Model: C/C 4X4 Type: Gas

VIN No. _____ Mileage _____ Color _____
Unless otherwise specifically stated, all prices hereon shown are the dealer's prices for cash and do not constitute the time price.

The purchaser of the vehicle described herein understands and agrees that it may have suffered damage or vandalism during production, transit, or while in the control and possession of the Seller. The purchaser agrees to purchase the vehicle subject to any such damage or vandalism, and agrees that the Seller makes no representations or warranties of any kind, including warranties of merchantability or fitness for a particular purpose, with regard to any such damage or vandalism or any repair thereof.

I warrant that the balance owed on my trade-in is correct as stated below, that there are no liens other than those listed below, and that if the actual amount is greater, I will reimburse Kirk Auto Company. I understand that if the amount is less, Kirk Auto Company will refund the difference to me.

I warrant that said vehicle's O H A S / O H A S NOT been wrecked, damaged, reconstructed, rebuilt and does not have a salvage or reconstructed title, nor has any previous flood damage or flood status.

I also warrant that the emission control equipment is intact and operational. I have not removed or altered said equipment while in my possession, nor do I have knowledge of anyone else doing so.

BALANCE OWED \$ _____

Address _____
Account No. _____ Phone No. _____
Make Used Car _____ Model _____ Yr _____
Color _____ VIN # _____
Mileage _____ %CYL _____ Trans _____ Gasoline / Diesel _____ Please Circle _____

TRADE-IN PAYOFF VERIFICATION

Verified by: _____ (Good will) _____
Other Liens _____ Title On Hand Yes / No

NON-FACTORY INSTALLED OPTIONS \$35,201.84

TOTAL OF 3 Trucks

TOTAL CAR & ACCESSORIES

TRADE-IN ALLOWANCE

TRADE DIFFERENCE

PROCESSING FEE

STATE SALES TAX

TITLE APPLICATION FEE

BALANCE OWED ON TRADE

OUT OF STATE TAX

GRAND TOTAL \$35,201.84

Rebate/Volume \$ \$4800.00

Net # Demand \$

Net # Cash Due On Delivery \$

BAL DUE IF SOLD FOR CASH \$27,001.84 (a)

For your protection, request a prenumbered receipt for all payments. This New Vehicle Retail Buyer's Order is an offer by us to purchase the vehicle described herein on the terms and conditions specified on this document. This agreement is not enforceable except upon the acceptance of any offer by the Buyer. Manager or other authorized representatives of Kirk Auto Company as indicated below. The Buyer agrees that there are no representations, warranties or conditions except those which are written within the four corners of this New Vehicle Retail Buyer's Order. The Buyer agrees that all prior negotiations and verbal statements and representations are merged into this document and any representations, warranties and/or agreements not contained herein are void and unenforceable. I warrant that I am eighteen years of age or older.

Accepted By: _____
Kirk Auto Company

THIS IS NOT AN ORDER UNTIL ACCEPTED BY SALES MANAGER OR OFFICER OF THE COMPANY.

EXHIBIT "E"

McMullan Motors
101 Broadway Drive
fattlesburg, MS 39401
www.mcmullanmotors.com
Phone: 601.544.2430
Fax: 601.544.6950

Customer: City of Petal

Prepared By: Drew McMullan
Date:



235 SW Frontage Rd • P.O. Box 670 • Grenada, MS 38902-0670
Telephone: 662-226-3632 • Fax: 662-226-0274
Email: kirkauto@network-one.com • www.kirkautoco.com

Home Phone _____
Work Phone _____
Fax _____
Cell _____

Date: 11-17-17

Stock # _____
Salesman Pete Peeler
Purchaser Forrest County/Water Department
Address 119 W 8th Avenue City/State/Zip Petal, MS 39465
Enter My Order For Yr. 2018 Make Ford F150 Model Reg Cab 4x2 Type Longwheel Base

Year	Make	Model	Options	Quantity	MSRP	Bid Price	Line Total
2018	Ram	1500 Tradesman Reg Cab 4x2 w 8' bed, 8 speed auto, 3.6L Gas	Daytime Running Lights, Anti-Spin Differential	1	\$ 28,965.00	\$ 18,810.00	\$ 18,810.00
2018	Ram	2500 Tradesman Crew Cab 4x2 w 8' bed, 6 speed auto, 6.4L Hemi Gas	Daytime Running Lights, Anti-Spin Differential, Spray In Bedliner, Trailer Brake Control	3	\$ 39,515.00	\$ 25,918.00	\$ 77,754.00
2018	Ram	3500 Crew Tradesman 4x2 w 8' bed, 6 speed auto, 6.7L Diesel	Spray In Bedliner, Trailer Brake Control, Daytime Running Lights, 3.73 Rear Axle, Dual Rear Wheels	2	\$ 50,310.00	\$ 36,097.00	\$ 72,194.00
2018	Ram	3500 Crew SLT 4x4 w 8' bed, 6 Speed Auto Transmission, 6.7L Cummins Diesel	Chrome Side Steps, Daytime Running Lights, Fog Lamps, Protection Group, Delete Carpet, Uconnect 4C with 8.4" Display, Spray In Bedliner, Clearance Lamps	1	\$ 58,395.00	\$ 43,013.00	\$ 43,013.00
TOTAL ORDER				7			
						Total Bid	\$211,771.00

NEW VEHICLE RETAIL BUYER'S ORDER

VIN No. _____ Mileage _____ Color _____

Unless otherwise specifically stated, all prices hereon shown are the dealer's prices for cash and do not constitute the time price.

The purchaser of the vehicle described herein understands and agrees that it may have suffered damage or vandalism during production, transit, or while in the control and possession of the Seller. The purchaser agrees to purchase the vehicle subject to any such damage or vandalism, and agrees that the Seller makes no representation or warranty of any kind, including warranties of merchantability or fitness for a particular purpose, with regard to any such damage or vandalism or any repair thereof.

I warrant that the balance owed on my trade-in is correct as stated below, that there are no liens other than those listed below, and that if the actual amount is greater, I will reimburse Kirk Auto Company. I understand that if the amount is less, Kirk Auto Company will refund the difference to me.

I warrant that said vehicle(s) O HAS / O HAS NOT been wrecked, damaged, reconstructed, rebuilt and does not have a salvage or reconstructed title, nor has any previous flood damage or flood status. I also warrant that the emission control equipment is intact and operational. I have not removed or altered said equipment while in my possession, nor do I have knowledge of anyone else doing so.

Signature _____

BALANCE OWED \$ _____

Balance owed to: _____
Address: _____
Account No. _____ Phone No. _____
Make Used Car _____ Model _____ Yr. _____
Color _____ VIN # _____
Mileage _____ ACYL _____ Trans _____ Gasoline / Diesel _____
Please Circle

TRADE-IN PAYOFF VERIFICATION

Verified by: _____ Good will _____
Other Liens: _____ Title On Hand Yes / No
Titled To: _____

Processing Fee: This fee includes complete cosmetic detailing, materials, administrative services, notary services, courier services, fuel. This charge represents gross and/or profit to the seller/lessee for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical services which have been rendered to the dealer by the manufacturer.

Disclosure of Warranties: The seller, Kirk Auto Company, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Kirk Auto Company neither assumes nor authorizes any other person to assume for it any liability in connection with this sale.

The only warranties applicable to the vehicle are warranties made by the manufacturer. Your rights under any manufacturer's new vehicle warranty shall not be impaired hereunder.

Any warranties issued in connection with dealer-installed equipment are warranties of the manufacturer of such equipment and not Kirk Auto Company.

The undersigned further warrants and agrees that Kirk Auto Company shall not be liable for any consequential damages including, but not limited to: damages for inconvenience, annoyance and mental anguish.

Date: _____ Buyer's Signature: _____

NON-FACTORY INSTALLED OPTIONS	Price
Daytime Running Lights	\$27,220.92
TOTAL CAR & ACCESSORIES	
TRADE-IN ALLOWANCE	
TRADE DIFFERENCE	
PROCESSING FEE	
STATE SALES TAX	
TITLE APPLICATION FEE	
BALANCE OWED ON TRADE	
OUT OF STATE TAX	
GRAND TOTAL	\$211,771.00
Rebate/Incentive \$	\$19,288.00
Net #	
Deal # Cash Due On Delivery \$	\$20,492.92
BAL. DUE IF SOLD FOR CASH	\$20,492.92

THIS IS NOT AN ORDER UNTIL ACCEPTED BY SALES MANAGER OR OFFICER OF THE COMPANY.

THIS IS NOT AN ORDER UNTIL ACCEPTED BY SALES MANAGER OR OFFICER OF THE COMPANY.

KIRK AUTO COMPANY

235 SW Frontage Rd • P.O. Box 670 • Grenada, MS 38902-0670
Telephone: 662-226-3632 • Fax: 662-226-0274
Email: kirkauto@network-one.com • www.kirkautoco.com

Date: 11-20-17

Stock # _____
Salesman Pete Peeler
Purchaser Forrest County/Water Department
Address 119 W 8th Avenue City/State/Zip Petal, MS 39465
Enter My Order For Yr. 2018 Make Ford F350 Model C/C 4x4 Type XLT (Diesel)

VIN No. _____ Mileage _____ Color _____

Unless otherwise specifically stated, all prices hereon shown are the dealer's prices for cash and do not constitute the time price.

The purchaser of the vehicle described herein understands and agrees that it may have suffered damage or vandalism during production, transit, or while in the control and possession of the Seller. The purchaser agrees to purchase the vehicle subject to any such damage or vandalism, and agrees that the Seller makes no representation or warranty of any kind, including warranties of merchantability or fitness for a particular purpose, with regard to any such damage or vandalism or any repair thereof.

I warrant that the balance owed on my trade-in is correct as stated below, that there are no liens other than those listed below, and that if the actual amount is greater, I will reimburse Kirk Auto Company. I understand that if the amount is less, Kirk Auto Company will refund the difference to me.

I warrant that said vehicle(s) O HAS / O HAS NOT been wrecked, damaged, reconstructed, rebuilt and does not have a salvage or reconstructed title, nor has any previous flood damage or flood status. I also warrant that the emission control equipment is intact and operational. I have not removed or altered said equipment while in my possession, nor do I have knowledge of anyone else doing so.

Signature _____

BALANCE OWED \$ _____

Balance owed to: _____
Address: _____
Account No. _____ Phone No. _____
Make Used Car _____ Model _____ Yr. _____
Color _____ VIN # _____
Mileage _____ ACYL _____ Trans _____ Gasoline / Diesel _____
Please Circle

TRADE-IN PAYOFF VERIFICATION

Verified by: _____ Good will _____
Other Liens: _____ Title On Hand Yes / No
Titled To: _____

Processing Fee: This fee includes complete cosmetic detailing, materials, administrative services, notary services, courier services, fuel. This charge represents gross and/or profit to the seller/lessee for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical services which have been rendered to the dealer by the manufacturer.

Disclosure of Warranties: The seller, Kirk Auto Company, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Kirk Auto Company neither assumes nor authorizes any other person to assume for it any liability in connection with this sale.

The only warranties applicable to the vehicle are warranties made by the manufacturer. Your rights under any manufacturer's new vehicle warranty shall not be impaired hereunder.

Any warranties issued in connection with dealer-installed equipment are warranties of the manufacturer of such equipment and not Kirk Auto Company.

The undersigned further warrants and agrees that Kirk Auto Company shall not be liable for any consequential damages including, but not limited to: damages for inconvenience, annoyance and mental anguish.

Date: _____ Buyer's Signature: _____

NON-FACTORY INSTALLED OPTIONS	Price
Aluminum Spray Bedliner, Trailer Brake	\$5,537.30
TOTAL CAR & ACCESSORIES	
TRADE-IN ALLOWANCE	
TRADE DIFFERENCE	
PROCESSING FEE	
STATE SALES TAX	
TITLE APPLICATION FEE	
BALANCE OWED ON TRADE	
OUT OF STATE TAX	
GRAND TOTAL	\$57,537.30
Rebate/Incentive \$	\$1,600.00
Net #	
Deal # Cash Due On Delivery \$	\$50,137.30
BAL. DUE IF SOLD FOR CASH	\$50,137.30

KIRK AUTO COMPANY

235 SW Frontage Rd • P.O. Box 670 • Grenada, MS 38902-0670
Telephone: 662-226-3632 • Fax: 662-226-0274
Email: kirkauto@network-one.com • www.kirkautoco.com

Date: 11-20-17

Stock # _____
Salesman Pete Peeler
Purchaser Forrest County/Water Department
Address 119 W 8th Avenue City/State/Zip Petal, MS 39465
Enter My Order For Yr. 2018 Make Ford F350 Model C/C Diesel Type XLT 4x2

VIN No. _____ Mileage _____ Color _____

Unless otherwise specifically stated, all prices hereon shown are the dealer's prices for cash and do not constitute the time price.

The purchaser of the vehicle described herein understands and agrees that it may have suffered damage or vandalism during production, transit, or while in the control and possession of the Seller. The purchaser agrees to purchase the vehicle subject to any such damage or vandalism, and agrees that the Seller makes no representation or warranty of any kind, including warranties of merchantability or fitness for a particular purpose, with regard to any such damage or vandalism or any repair thereof.

I warrant that the balance owed on my trade-in is correct as stated below, that there are no liens other than those listed below, and that if the actual amount is greater, I will reimburse Kirk Auto Company. I understand that if the amount is less, Kirk Auto Company will refund the difference to me.

I warrant that said vehicle(s) O HAS / O HAS NOT been wrecked, damaged, reconstructed, rebuilt and does not have a salvage or reconstructed title, nor has any previous flood damage or flood status. I also warrant that the emission control equipment is intact and operational. I have not removed or altered said equipment while in my possession, nor do I have knowledge of anyone else doing so.

Signature _____

BALANCE OWED \$ _____

Balance owed to: _____
Address: _____
Account No. _____ Phone No. _____
Make Used Car _____ Model _____ Yr. _____
Color _____ VIN # _____
Mileage _____ ACYL _____ Trans _____ Gasoline / Diesel _____
Please Circle

TRADE-IN PAYOFF VERIFICATION

Verified by: _____ Good will _____
Other Liens: _____ Title On Hand Yes / No
Titled To: _____

Processing Fee: This fee includes complete cosmetic detailing, materials, administrative services, notary services, courier services, fuel. This charge represents gross and/or profit to the seller/lessee for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical services which have been rendered to the dealer by the manufacturer.

Disclosure of Warranties: The seller, Kirk Auto Company, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Kirk Auto Company neither assumes nor authorizes any other person to assume for it any liability in connection with this sale.

The only warranties applicable to the vehicle are warranties made by the manufacturer. Your rights under any manufacturer's new vehicle warranty shall not be impaired hereunder.

Any warranties issued in connection with dealer-installed equipment are warranties of the manufacturer of such equipment and not Kirk Auto Company.


The undersigned further warrants and agrees that Kirk Auto Company shall not be liable for any consequential damages including, but not limited to: damages for inconvenience, annoyance and mental anguish.

Date: _____ Buyer's Signature: _____

NON-FACTORY INSTALLED OPTIONS	Price
Aluminum Spray Bedliner, Trailer Brake	\$5,537.30
TOTAL CAR & ACCESSORIES	
TRADE-IN ALLOWANCE	
TRADE DIFFERENCE	
PROCESSING FEE	
STATE SALES TAX	
TITLE APPLICATION FEE	
BALANCE OWED ON TRADE	
OUT OF STATE TAX	
GRAND TOTAL	\$57,537.30
Rebate/Incentive \$	\$1,600.00
Net #	
Deal # Cash Due On Delivery \$	\$47,458.30
BAL. DUE IF SOLD FOR CASH	\$47,458.30


THIS IS NOT AN ORDER UNTIL ACCEPTED BY SALES MANAGER OR OFFICER OF THE COMPANY.

EXHIBIT "E"



KIRK

AUTO COMPANY



235 SW Frontage Rd • P.O. Box 670 • Grenada, MS 38902-0670
 Telephone: 662-226-3632 • Fax: 662-226-0274
 Email: kirkauto@network-one.com • www.kirkautoco.com

Date: 11-17-17 Home Phone: _____
 Work Phone: _____
 Fax: _____
 Cell: _____

Stock # _____
 Salesman: Pete Deeler **NEW VEHICLE RETAIL BUYER'S ORDER** Email: _____

Address: Forrest County Water Department (3)
119 W 8th Avenue City/State/Zip: Petal, MS 39765

Enter My Order For Yr. 2018 Make Ford F150 Model 4x4 Type Gas

Color: _____ Mileage: _____

Unless otherwise specifically stated, all prices hereon shown are the dealer's prices for cash and do not constitute the time price.

The purchaser of the vehicle described herein understands and agrees that it may have suffered damage or vandalism during production, transit, or while in the control and possession of the Seller. The purchaser agrees to purchase the vehicle subject to any such damage or vandalism, and agrees that the Seller makes no representations or warranties of any kind, including warranties of merchantability or fitness for a particular purpose, with regard to any such damage or vandalism or any repair thereof.

Signature: _____

I warrant that the balance owed on my trade-in is correct as stated below, that there are no liens other than those listed below, and that if the actual amount is greater, I will reimburse Kirk Auto Company. I understand that if the amount is less, Kirk Auto Company will refund the difference to me.

I warrant that said vehicle(s) HAS / HAS NOT been wrecked, damaged, reconstructed, rebuilt, and does not have a salvage or recovery title, nor has any previous flood damage or flood status.

I also warrant that the emission control equipment is intact and operational. I have not removed or altered said equipment while in my possession, nor do I have knowledge of anyone else doing so.

Signature: _____

BALANCE OWED \$ _____

Balance owed to: _____
 Address: _____
 Account No. _____ Fleet No. _____
 Make Used Car _____ Model _____ Yr. _____
 Color _____ VIN # _____
 Mileage _____ #CYL _____ Trans. _____ Gasoline / Diesel / Flex Fuel _____

TRADE-IN PAYOFF VERIFICATION

Verified by: _____ (Good seal)
 Other Liens _____ Title On Hand Yes / No
 Title # _____

Processing Fee: This fee includes complete cosmetic detailing, maintenance, administrative services, notary services, courier services, fuel. This charge represents costs and/or profit to the administrator for items such as inspecting, cleaning and adjusting new and used vehicles and preparing documents related to the sale. This fee does not represent any payment for mechanical services which have been reimbursed to the dealer by the manufacturer.

Disclaimer of Warranties: The seller, Kirk Auto Company, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Kirk Auto Company neither assumes nor authorizes any other person to assume for it any liability in connection with this sale.

The only warranties applicable to the vehicle are warranties made by the manufacturer. Your rights under any manufacturer's new vehicle warranty shall not be impaired hereunder.

Any warranties issued in connection with dealer-installed equipment are warranties of the manufacturer of such equipment and not Kirk Auto Company.

The undersigned further warrants and agrees that Kirk Auto Company shall not be liable for any consequential damages including, but not limited to, damages for inconvenience, annoyance and mental anguish.

Date: _____ Buyer's Signature: _____

NON-FACTORY INSTALLED OPTIONS	\$35,200.84
TOTAL CAR & ACCESSORIES	
TRADE-IN ALLOWANCE	
TRADE DIFFERENCE	
PROCESSING FEE	
STATE SALES TAX	
TITLE APPLICATION FEE	
BALANCE OWED ON TRADE	
OUT OF STATE TAX	
GRAND TOTAL	\$35,200.84
Payment/Deposit \$	48200.00
Fin #	
Doc #	
Cash Due On Delivery \$	
BAL. DUE IF SOLD FOR CASH	\$27,061.84(a)

For your protection, request a prenumbered receipt for all payments.

This New Vehicle retail buyer's order is in effect by me to purchase the vehicle described herein on the terms and conditions specified on this document. This agreement is not enforceable except upon the acceptance of my offer by the Sales Manager or other authorized representative of Kirk Auto Company as indicated below. The Buyer agrees that there are no representations, warranties or conditions except those which are set forth within the four corners of this new vehicle retail buyer's order. The buyer agrees that all prior negotiations and verbal statements and representations are merged into this instrument and any representations, warranties and/or agreements not contained herein are void and unenforceable. I warrant that I am eighteen years of age or older.

Buyer's Signature: _____
 Accepted By: _____
 Kirk Auto Company

THIS IS NOT AN ORDER UNTIL ACCEPTED BY SALES MANAGER OR OFFICER OF THE COMPANY.

Sales Quote

CITY OF PETAL
MINUTE BOOK 36

318



Vermeer®

MidSouth

5246 Greenway Drive Ext, Jackson, MS, 39204-3211

Phone: (601) 923-8888 Fax:

Salesperson: Sandy Shamburger

EXHIBIT "F"

Order Date: 08/02/2017

Order Type: Quote Order

Status: Quote

Page No.: Page 1 of 1

Quote No.: 170802XRIG40A

Bill To: City of Petal
Attn. To: Ken Bullock
Address: 119 W. 8th. Ave P.O. Box 564
 Petal, MS 39465
Phone: (601) 545-1776
Fax: (601) 545-6685

Ship To: City of Petal
Attn. To: Ken Bullock
Address: 119 W. 8th. Ave P.O. Box 564
 Petal, MS 39465
Ship Via: Vermeer Truck

Quoted Items

Item	Description	Unit	Quantity
Vacuum System	VAC-TRON LP1273XDT 24 HP Kohler Diesel (Tier 4 Final)580 CFM Vacuum Pump1,200 Gallon Debris Tank with Hydraulic Tilt3,500 PSI @ 4 GPM - High Pressure Water System(2) 150 Gallon Water TanksEmpty weight of unit with trailer9,280 lbsReverse Pressure to off-load liquids and dislodge debris in hose30' x 3" Suction Hose and Suction ToolHydraulically operated full open and locking rear doorWater Knife and Clean-up wandTandem Dually Axles (24,000 GVWR)	Each	1.00
Sub-total for Quoted Items:			\$59,708.13

Options

Item	Description	Unit	Quantity
Vacuum System	6-Way Hydraulic Boom: Hydraulic power up-down, in-out, and rotation. 4" suction hose, 270 degree rotation with auto stop. With wireless remote.	Each	1.00 17,287.00 17,287.00
Sub-total for Options:			\$17,287.00

APPROVED

DEC 05 2017

Terms:

Prices are valid for 30 days with signed Quotation.

Subtotal: \$59,708.13
Tax: \$0.00
Freight: \$1,800.00

Grand Total: \$61,508.13

Customer Signature

Date

11/28/17

Date

The new equipment warranty for Vermeer Industrial Products is attached to this Sales Order and is part of this contract. Please read it carefully before signing. No express warranty is made unless identified on this Sales Order. YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED ON BOTH SIDES OF THIS PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

EXHIBIT "G"

Ryan Hinton
202 S 40th Ave
Hattiesburg, MS 39402
Office: 601-264-8248
Fax: 601-261-4353
Ryan.hinton@regions.com



November 30, 2017

City of Petal
Attn: Melissa Martin
119 W 8th Avenue
Petal, MS 39465



December 4th, 2017

City of Petal
Melissa Martin
119 West 8th Street
Petal, MS 39465

Dear Melissa,

Regions Equipment Finance Corporation is pleased to furnish the following tax exempt lease proposal for your review and consideration.

Lessor: Regions Equipment Finance Corporation, or its Assignee
Lessee: City of Petal, Mississippi
Equipment: Four (4) Dodge Ram Crew Trucks and three (3) Kubota tractors with equipment
Equipment Cost: \$348,990.15
Delivery / Facility Term: Delivery date to be determined, but prior to 03/01/2018. Once we have received all documentation sufficient to close this lease and all other closing requirements have been satisfied, the funds will be disbursed directly to the vendor for payment. Upon commencement, the lease will have a 4 or 5 year term.
Base Term: 48 Months 60 Months
Implicit Rate: 2.44% 2.49%
Payment: \$90,978.96 \$73,729.04
Payment Method: Lessee agrees that all rent and other payments will be made by automatic funds withdrawal (ACH), and Lessor will execute documentation satisfactory to Lessor to facilitate such payments.
Lease Commencement: The Base Term shall commence on the date of closing and delivery and acceptance of the Equipment. The first annual rental shall be due March 15th, 2018. Remaining equal annual rental payments shall be due on the same month and day of each consecutive year thereafter. All payments shall be subject to any applicable state and local sales/use taxes.
Rental Factor Adjustment: The Implicit Rate presented in this proposal is based on current market conditions and the prevailing 4 and 5 year like term swap rates of 2.15% and 2.20%, respectively, as quoted by Regions Bank (via Bloomberg) on December 4th, 2017. The Implicit Rate as quoted on

Dear Gentlemen of the Board of Aldermen

Thank you for the opportunity to provide a lease purchase financing quote to the City of Petal. For the requested financing of lease purchase financing for four (4) Dodge Ram Crew Trucks and three (3) Kubota tractors with equipment in the amount of \$348,990.15, Trustmark is pleased to offer the following tax-exempt bank qualified interest rate:

Term	Interest Rate
4 Years	2.73% Fixed
5 Years	2.79% Fixed

The loan will be fully amortizing with annual payments of principal and interest.

The offer is subject to the following general terms and conditions:

- 1. AUTHORITY:** The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required subject to Trustmark's satisfaction. Further, this transaction must be designated by a resolution or order of the Board as a "qualified tax exempt obligation" pursuant to Section 265 of the Internal Revenue Code.
- 2. DOCUMENTATION:** Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation. The City, through its Board of Aldermen (the "Board") agrees to enter into such documentation pending the City attorney's approval. The City of Petal will also complete an IRS Form 8038-G/GC in a timely manner and provide a copy to Trustmark.
- 3. EXPIRATION OF RATE and NOTICE OF FUNDING:** The aforementioned quote will expire at midnight, February 28, 2018, unless funded prior to then by the City or extended by mutual agreement between Trustmark and the City.

We hope the above information is to your satisfaction. If you have any questions, please call me at 801-583-5240.

Sincerely,

John O. Cooper
Vice President

People you trust
TRUSTMARK

2018



11/30/2017

Sent via: mmartin@cityofpetal.com

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

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

- 1. Lessor:** BancorpSouth Equipment Finance, a division of BancorpSouth Bank
- 2. Lessee:** City of Petal
- 3. Equipment Description:** 4 Dodge Ram Crew trucks & 3 Kubota Tractors
- 4. Equipment Cost:** \$348,990.15
- 5. Lease Term:** 50 or 62 Months
- 6. Lease Payments:** (These are approximate payment amounts. The actual payment will be determined at funding date.)
5 annual payments of \$73,167.09
6 annual payments of \$61,857.08
Arrears (See AM Report)
- 7. Lease Rate:** 50 months - 2.20%, 62 months - 2.34%
- Funding Date:** This proposal is contingent upon the equipment being delivered and the lease funded prior to 1/31/2018. Any extension of the funding or delivery date must be in writing.
- 9. Purchase Option:** Title is passed to Lessee at lease expiration for no further consideration.
- 10. Non-appropriation/Termination:** The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee

EXHIBIT "H"

Ryan Hinton
202 S. 40th Ave
Hattiesburg, MS 39402
Office: 601-264-8248
Fax: 601-261-4353
Ryan.hinton@regions.com



December 4th, 2017

City of Petal
Melissa Martin
119 West 8th Street
Petal, MS 39465

Dear Melissa,

Regions Equipment Finance Corporation is pleased to furnish the following tax exempt lease proposal for your review and consideration.

Lessor: Regions Equipment Finance Corporation, or its Assignee
Lessee: City of Petal, Mississippi
Equipment: Seven (7) Dodge Ram Crew Trucks
Equipment Cost: \$211,771
Delivery / Facility Term: Delivery date to be determined, but prior to 03/31/2018. Once we have received all documentation sufficient to close this lease and all other closing requirements have been satisfied, the funds will be disbursed directly to the vendor for payment. Upon commencement, the lease will have a 4 or 5 year term.
Base Term: 48 Months 60 Months
Implicit Rate: 2.44% 2.49%
Payment: \$55,207.02 \$44,739.58
Payment Method: Lessee agrees that all rent and other payments will be made by automatic funds withdrawal (ACH), and Lessee will execute documentation satisfactory to Lessor to facilitate such payments.
Lease Commencement: The Base Term shall commence on the date of closing and delivery and acceptance of the Equipment. The first annual rental shall be due March 15th, 2018. Remaining equal annual rental payments shall be due on the same month and day of each consecutive year thereafter. All payments shall be subject to any applicable state and local sales/use taxes.
Rental Factor Adjustment: The Implicit Rate presented in this proposal is based on current market conditions and the prevailing 4 and 5 year like term swap rates of 2.15% and 2.70%, respectively, as quoted by Regions Bank (via Bloomberg) on December 4th, 2017. The Implicit Rate as quoted on

11/30/2017

Sent via: mmartin@cityofpetal.com

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

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. **Lessor:** BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. **Lessee:** City of Petal
3. **Equipment Description:** 7 Dodge Ram Crew Trucks
4. **Equipment Cost:** \$211,771.00
5. **Lease Term:** 50 or 62 Months
6. **Lease Payments:** (These are approximate payment amounts. The actual payment will be determined at funding date.)
5 annual payments of \$44,398.58
6 annual payments of \$37,535.55
Arrears (See AM Report)
7. **Lease Rate:** 50 months – 2.20%, 62 months – 2.34%
8. **Funding Date:** This proposal is contingent upon the equipment being delivered and the lease funded prior to 1/31/2018. Any extension of the funding or delivery date must be in writing.
9. **Purchase Option:** Title is passed to Lessee at lease expiration for no further consideration.
10. **Non-appropriation/Termination:** The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee



November 30, 2017

City of Petal
Attn: Melissa Martin
119 W 8th Avenue
Petal, MS 39465

Dear Gentlemen of the Board of Aldermen

Thank you for the opportunity to provide a lease-purchase financing quote to the City of Petal. For the requested financing of lease-purchase financing for seven (7) Dodge Ram Crew Trucks with equipment in the amount of \$211,771.00, Trustmark is pleased to offer the following tax-exempt bank qualified interest rate:

Term	Interest Rate
4 Years	2.73% Fixed
5 Years	2.79% Fixed

The loan will be fully amortizing with annual payments of principal and interest.

The offer is subject to the following general terms and conditions:

1. **AUTHORITY:** The Lease and other documentation will be authorized and entered into in accordance with State law. An opinion of counsel regarding the legality of the transaction will be required subject to Trustmark's satisfaction. Further, this transaction must be designated by a resolution or order of the Board as a "qualified tax exempt obligation" pursuant to Section 255 of the Internal Revenue Code.
2. **DOCUMENTATION:** Trustmark will provide the Lease-Purchase Agreement needed to undertake this transaction at no cost to the City. The City agrees to provide to Trustmark other customary documentation for this type transaction including, but not limited to, an opinion of counsel to the effect that the interest payments are exempt from all federal and state taxation. The City, through its Board of Aldermen (the "Board"), agrees to enter into such documentation, pending the City attorney's approval. The City of Petal will also complete an IRS Form 6038-G/IGC in a timely manner and provide a copy to Trustmark.
3. **EXPIRATION OF RATE and NOTICE OF FUNDING:** The aforementioned quote will expire at midnight, February 28, 2018, unless funded prior to then by the City or extended by mutual agreement between Trustmark and the City.

We hope the above information is to your satisfaction. If you have any questions, please call me at 601-583-5240.

Sincerely,

John O. Cooper
Vice President

People you trust
trustmark.com

EXHIBIT "I"



City of Hattiesburg Municipal Court
200 West Pine
Hattiesburg, Mississippi 39401
601.545.4933

Sally O'Flynn
City Prosecutor
soflynn@hattiesburgms.com
601.545.4933

Wes Curry
Municipal Court Judge

Phillip McSwain
Court Administrator
pmswain@hattiesburgms.com
601.545.4933

November 29, 2017

Hon. T. Michael Reed
City of Petal Municipal Court Judge
127 W. 8th Ave.
Petal, MS 39465

Re: Teleconference system between the Forrest County Jail, Forrest County Justice Court, City of Hattiesburg Municipal Court, and City of Petal Municipal Court. Costs.

Dear Judge Reed,

This letter is sent to memorialize our telephone conversation of earlier today regarding the costs of setting up the teleconference system between the jail and our courthouses. I am attaching a copy of the Teklinks quote given to the City of Hattiesburg by Tony Leland. The costs we would split are the following:

1. The cost of the installation of the hardware at the jail, totaling \$3,000.00, and Petal Municipal Court's share would be \$1,000.00.
 2. The cost of the Cisco Spark Subscription for the equipment at the jail, totaling \$484.24, Petal Municipal Court's share would be \$161.41. This is a yearly subscription cost.
- Total - \$1,161.41.**

There will also be the cost of the subscription at the Petal Municipal Courthouse, which could be handled two ways:

1. If Petal Municipal Court were to buy hardware of its own for the courthouse, i.e. the DX80 referenced in the quote, it would have the cost of the equipment, \$1,675.88, and the yearly cost of \$484.24. If Justice Court were to pursue this option, then the Court would be able to host the online "room", and the jail would dial into it. Total - \$1,645.65, plus the cost of hardware and installation.
2. If Petal Municipal Court did not wish to buy any hardware, and were to let the equipment at the jail host the online "room", it could use a laptop to dial into the jail's room. The cost for this option would be \$12.50 monthly subscription fee, or \$150.00 a year. Total - \$1,311.41.

I am not sure whether you can host a "room" online without buying the equipment, so you may wish to ask Tony Leland with Teklinks. As far as the system requirements, Tony Leland has been in touch with the IT Provider for the City of Petal, and he told me the Petal Court has all the necessary connections. The connectivity at the jail is less than optimal, but Tony has checked with their engineers, and the system should be able to function with what is available.

It is my sincerest hope this letter will help you in securing funding from the City of Petal regarding this project. As we discussed previously, Hattiesburg Municipal Court will be paying for the cost of the equipment at the jail, and Forrest County Justice Court will also pay a portion of the costs. This kind of cooperation between courts sets a good precedent going forward, and will help insure safety for all of our citizens. If you should have any questions, please do not hesitate to contact me. I look forward to hearing from you, and thank you for your attention to this matter.

Sincerely yours,

Wes Curry


Agreement/Partnership between the City of Petal and Petal Sports Association Inc. (PSA) a non-profit youth sports association. This agreement/partnership is a joint venture between these parties offering Youth Sports, Adult Sports and Activities in all ages. This agreement shall be enforced for a period of two (2) years from the effective date executed.


The City of Petal Shall:

- Provide an Athletic Department with sufficient amount of personnel to manage all Sports and Activities.
- Provide a Recreation Department to provide all the maintenance and setup of facilities and provide support for all approved Sports and Activities.
- Pay for Tournament Bid Fees that are approved by the City of Petal Board (already approved is paying \$5000 for hosting the 9 and 11 Southwest Regionals in 2018)
- Make improvements to facilities that are agreed on between the City of Petal Board and the PSA Board. The City of Petal Board and the PSA Board will meet annually when budgets are being approved.
- Allow PSA to run and operate Concessions at all facilities.
- Purchase \$7500 worth of Sports Equipment annually.

PSA Shall:

- Manages/Approves all Rules and Policies for all Youth Sports, Adult Sports and Activities. To include dealing with any Parent, Coach or Players issues/complaints.
- Approves the PSA operating budget for these sports and activities.
- Make Quarterly payments to the city minus the agreed upon Zero Balance and provide a financial statement to the City of Petal Mayor and Board. These quarterly payments will be made on the first day of December, March, June and September every year. With first payment due to the City on December 1, 2017. Zero Balance for PSA Baseball and Softball is \$10,000, Basketball is \$5000 for a total of \$15,000. For each major sport added the Zero Balance will increase by \$5000.
- Schedule all Sports and Events through the City of Petal Parks and Recreation.
- Provide player insurance and facility insurance if required.

The City of Petal:  Date: 12-5-17

Petal Sports Association Inc.  Date: 12-6-2017

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors like CANON SOLUTIONS and CENTERPOINT ENERGY.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists vendors like Lynn Campfield and ACE HARDWARE.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists vendors like CHASE'S TIRE & AUTO and COMCAST BUSINESS.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists vendors like AREA DEVELOPMENT PARTNERSHIP and AT&T.

CITY OF PETAL MINUTE BOOK 36 EXHIBIT "K"

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their invoices.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their invoices.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

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City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors and their invoices.

EXHIBIT "K" CITY OF PETAL MINUTE BOOK 36

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Rows include items like PRECISION PLUMBING, PUCKETT RENTS, and SOUTHERN PIPE & SUPPLY CO.

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Rows include items like LOWES(1), MAACO AUTO PAINTING & BODYWORKS, and MOUNTAINEER COMPUTER SYSTEMS.

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Rows include items like SOUTHERN PIPE & SUPPLY CO, SUNBELT FAN, and UNITED FENCE CO.

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Rows include items like MS MUNICIPAL LIAB PLAN, N & H ELECTRONIC, and PALMER ELECTRIC.

EXHIBIT "K" CITY OF PETAL MINUTE BOOK 36

City of Petal
(Wendy & Lynn) Accounts Payable Status Report

<u>Org Name & Lookup</u>	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>A/P Due Date</u>	<u>A/P Description</u>	<u>Original A/P Owed</u>	<u>Balance Due</u>
WORK WELL [08688]	11/10/2017	36008	12/10/2017	ARMSTRONG, CRIDDLE, TRAVIS	306.00	306.00
YOU NAME IT [04598]	11/22/2017	8231	12/10/2017	EMBROIDER BADGE ON LEFT CHEST	25.00	25.00
<u>Total for Lynn Campfield</u>					<u>904,406.95</u>	<u>904,406.95</u>
<u>Melissa Martin</u>						
ALFORD, SR, BOBBY S [11754]	11/17/2017		12/02/2017	53 KELLY ROSE LANE	100.00	100.00
AULTMAN, DAN [02898]	11/17/2017		12/02/2017	Customer Deposits	50.00	50.00
CARBALLO, AMBER LEE [11540]	11/17/2017		12/02/2017	204 LEEVILLE RD APT 8	100.00	100.00
DIEHL, STEPHANIE [11347]	11/17/2017		12/02/2017	6 KIMELA	10.75	10.75
ELLIOTT, DIANE M [10171]	11/17/2017		12/02/2017		28.75	28.75
HENRY, JENNA L [10931]	11/17/2017		12/02/2017		100.00	100.00
KEY, SIDNEY [00524]	11/17/2017		12/02/2017	201 ANN ST	100.00	100.00
LIGHT, CHRISTINE [03106]	11/17/2017		12/02/2017	Customer Deposits	10.00	10.00
MCGILL, JIM A [09947]	11/17/2017		12/02/2017	413 SMITH ST	28.75	28.75
MCLENDON, ELIZABETH [12171]	11/15/2017		11/30/2017		51.00	51.00
MCWILLIAMS, W T/SARAH [03257]	11/17/2017		12/02/2017	Customer Deposits	10.00	10.00
MILLS, AARON [12175]	11/17/2017		12/02/2017	112 CAMERON LOT 108	28.75	28.75
NIGHTINGALE, JESSICA [06884]	11/17/2017		12/02/2017	406 E 5TH AVE	100.00	100.00
PITTMAN, RUBY A [02920]	11/17/2017		12/02/2017	Customer Deposits	10.00	10.00
POU, AMBER [12240]	11/17/2017		12/02/2017	201 E 4TH AVE	4.75	4.75
RANDALL, SARAH [11272]	11/17/2017		12/02/2017		45.00	45.00
RUSH, SLATON [12131]	11/17/2017		12/02/2017	7 HEMMINGWAY PLACE	28.75	28.75
SHOEMAKE, SHANNON H [10409]	11/17/2017		12/02/2017		22.75	22.75
<u>Total for Melissa Martin</u>					<u>829.25</u>	<u>829.25</u>
<u>Wendy Lampton</u>						
SUN LIFE Dental [10303]	11/28/2017		11/28/2017	Holding 114.42 on C Walley (Oct-Dec)	114.42	114.42
<u>Total for Wendy Lampton</u>					<u>114.42</u>	<u>114.42</u>
Report Total:					905,350.62	905,350.62