

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON AUGUST 3, 1993 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT

MAYOR JACK GAY

CITY ATTORNEY

THOMAS W TYNER

ALDERMEN

RAYMOND C. BRANDLE  
W.H. CAMPBELL  
REUBEN CLEPPER  
BOBBY W RUNNELS  
LEROY SCOTT

OTHERS PRESENT

MARGARET REES  
JENNIFER STEVENS  
SEAN FERRELL  
PAMELA LAMBERT  
CHIEF AUBRA EVANS  
CHIEF WAYNE MURPHY  
AND OTHERS

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

THE INVOCATION WAS OFFERED BY W.H. CAMPBELL.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN CLEPPER MADE A MOTION TO ACCEPT THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI OF JULY 20, 1993, AND THE REGULAR RECESSED MEETINGS OF JULY 22, 1993 AND JULY 29, 1993. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ROBERT ODOM STATED THAT THE NAME OF HIS STREET WAS CHANGED FROM CRABAPPLE LANE TO ODOM DRIVE TO ACCOMMODATE THE 911 AND THE CITY STILL HAS NOT REPLACED THE STREET SIGN AND THAT THE DELIVERY SERVICE IS HAVING TROUBLE FINDING HIS HOME.

THEREUPON, MAYOR GAY STATED THAT THE CITY IS IN THE PROCESS OF REPLACING CERTAIN STREET SIGNS AND MR. ODOM'S SHOULD BE REPLACED WITHIN THE NEXT WEEK.

WHEREAS, MR. ODOM STATED THAT HE HAD TALKED WITH THE BOARD A MONTH AGO ABOUT THE TRAFFIC LIGHT SITUATION AT SOUTH MAIN AND CARTERVILLE ROAD AND THAT THERE HAS BEEN NO ACTION TAKEN ON HIS REQUEST FOR A TURN SIGNAL FOR THE SOUTH BOUND TRAFFIC TURNING LEFT ONTO CARTERVILLE ROAD OR A FLASHING LIGHT INSTEAD OF A STOP LIGHT.

THEREUPON, MAYOR GAY STATED THAT THE CITY WOULD OBTAIN PRICES ON THE TURN SIGNAL AND WOULD ASK THAT THE CHIEF OF POLICE CHECK INTO THE PROBLEM, AS TRAFFIC COORDINATOR, AND MAKE A RECOMMENDATION BACK TO THE BOARD.

WHEREAS, WILLIAM CLARK, OWNER OF THE PROPERTY AT 213 COCHRAN STREET, ADDRESSED THE BOARD CONCERNING A DRAINAGE PROBLEM ON THE BACK OF HIS PROPERTY. MR. CLARK STATED THAT HE WANTED THE SITUATION REMEDIED AND IF THE CITY WAS NOT GOING TO CORRECT THE SITUATION HE WOULD LIKE TO KNOW HIS ALTERNATIVES.

THEREUPON, MAYOR GAY STATED THAT HE AND THE CITY ENGINEER HAVE LOOKED AT MR CLARK'S PROBLEM AND THAT THE CITY CANNOT CORRECT THE SITUATION AS IT IS NOW BECAUSE IT IS ON PRIVATE PROPERTY. MAYOR GAY STATED THAT IT APPEARED AS IF ONE OF THE PROPERTY OWNERS HAS FILLED IN A NATURAL DRAIN CAUSING MR. CLARK'S PROBLEM AND THAT WOULD BE A CIVIL MATTER BETWEEN MR. CLARK AND THE OTHER PROPERTY OWNER.

WHEREAS, MAYOR GAY STATED THAT AFTER REVIEWING THE BIDS FOR THE CONSTRUCTION OF THE MULTI-PURPOSE CENTER AND THE LIBRARY, IT IS HIS RECOMMENDATION TO DISREGARD THE COMPONENT PARTS OF THE BREAKDOWN OF BIDS AND TO ACCEPT THE LOW BASE BID AS SUBMITTED ON JULY 29, 1993.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AWARD THE BID FOR THE CONSTRUCTION OF THE MULTI-PURPOSE CENTER TO THE LOWEST AND BEST BID OF \$1,015,808. BY MAPLES CONSTRUCTION COMPANY AND TO AGREE TO THE BREAKDOWN BEING \$406,323.20 FOR THE MULTI-PURPOSE CENTER, \$152,371.20 FOR THE COMMON AREA WITH THE CITY PAYING ONE-HALF OR \$76,185.60 AND THE SITE DEVELOPMENT BEING \$152,371.20 WITH THE CITY'S SHARE BEING \$131,371.20; THE CITY'S TOTAL BEING \$613,880.00. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, CHIEF WAYNE MURPHY STATED THAT OFFICER TIMOTHY HARTFIELD HAS MET ALL OF THE QUALIFICATIONS AS SET FORTH BY THE CITY OF PETAL TO BE PROMOTED TO PATROLMAN SECOND CLASS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOLLOWING ORDER PROMOTING OFFICER HARTFIELD TO PATROLMAN SECOND CLASS. ALDERMAN CLEPPER SECONDED THE MOTION.

#### ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY FIND THAT OFFICER TIMOTHY HARTFIELD HAS MET ALL OF THE QUALIFICATIONS AS SET FORTH BY THE CITY TO BE PROMOTED TO PATROLMAN SECOND CLASS.

IT IS HEREBY ORDERED THAT OFFICER HARTFIELD BE AND IS HEREBY PROMOTED TO PATROLMAN 2ND CLASS EFFECTIVE AUGUST 8, 1993 AT AN ANNUAL SALARY OF \$18,059.40.

SO ORDERED ON THIS THE 3RD DAY OF AUGUST, A.D., 1993.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MARGARET REES, OF THE CREDIT BUREAU OF HATTIESBURG-LAUREL, INC. PRESENTED A PROPOSAL TO THE BOARD FOR THE COLLECTION OF PAST DUE FINES OWED TO THE CITY. MS. REES PROPOSED A COLLECTION FEE OF 35% AND IF LEGAL ACTION IS REQUIRED A FEE OF 50% OF THE AMOUNT COLLECTED.

THEREUPON, MAYOR GAY STATED THAT THE CITY WOULD GIVE HER PROPOSAL CONSIDERATION ALONG WITH OTHER PROPOSALS RECEIVED FOR THIS SERVICE.

WHEREAS, JENNIFER STEVENS REQUESTED THAT, PURSUANT TO SECTION 6.013 OF THE CITY'S ZONING ORDINANCE, THE BOARD GRANT HER AN EXCEPTION IN THE RURAL FRINGE ZONE OF HER PROPERTY ON WEBSTER STREET TO ALLOW HER TO CONSTRUCT A PERSONAL CARE FACILITY.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO GRANT MRS. STEVENS AN EXCEPTION IN THE RURAL FRINGE ZONE OF HER PROPERTY TO ALLOW HER TO PROCEED WITH THE CONSTRUCTION OF THE PERSONAL CARE FACILITY. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE UNINTERRUPTABLE POWER SOURCE (UPS) ON THE CITY'S COMPUTER SYSTEM HAS FAILED AND HE WOULD RECOMMEND THE PURCHASE OF A NEW ONE AT A COST OF \$1,100 THROUGH THE STATE CONTRACT BID PRICE FROM BBI, INC.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE PURCHASE OF THE UPS FROM BBI, INC. AT A COST OF \$1,100. AT STATE CONTRACT BID PRICE. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT CITY INSPECTOR, DAN TOLBERT, NOTIFIED HAL LEWIS, JR ON JUNE 10, 1993 THAT THE DILAPIDATED BUILDING ON HIS PROPERTY LOCATED AT 119 RAILROAD STREET PRESENTS A SAFETY HAZARD AND SHOULD BE REMOVED OR BROUGHT UP TO CITY CODES SINCE IT REPRESENTS A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND THAT NO ACTION HAS BEEN TAKEN BY MR. LEWIS TO CORRECT THIS SITUATION TO DATE.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION THAT PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE TO SET A PUBLIC HEARING ON SEPTEMBER 7, 1993 AT 6:00 P.M. TO DETERMINE THE STATE OF MR. LEWIS' PROPERTY. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT MR TOLBERT NOTIFIED WILLIAM WAYNE STAFFORD ON JULY 20, 1993 THAT HIS PROPERTY LOCATED NORTH OF THE OLD CHARLIE BROWN TRAILER PARK IN IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AS WELL AS A BREEDING GROUND FOR MOSQUITOS AND THAT NO ACTION HAS BEEN TAKEN BY MR. STAFFORD TO CORRECT THIS SITUATION TO DATE.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION THAT PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE TO SET A HEARING ON SEPTEMBER 7, 1993 AT 6:20 P.M. TO DETERMINE THE STATE OF MR STAFFORD'S PROPERTY. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED MR. TOLBERT NOTIFIED GEORGE BARCLAY ON JUNE 29, 1993 THAT HIS PROPERTY AT 141 WEST CHERRY STREET THAT HIS PROPERTY HAS A DILAPIDATED BUILDING PRESENTS A SAFETY HAZARD AND SHOULD BE REMOVED OR BROUGHT UP TO CITY CODES AND THAT MR BARCLAY HAS MADE NO ATTEMPT TO CORRECT THIS SITUATION TO DATE.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION THAT PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE SET A HEARING TO DETERMINE THE STATE OF MR. BARCLAY'S PROPERTY ON SEPTEMBER 7, 1993 AT 6:40 P.M. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A LETTER OF RESIGNATION FROM CHRIS CLARK EFFECTIVE JULY 23, 1993.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT MR. CLARK'S RESIGNATION. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOF OF PUBLICATION.

A) RESOLUTION OF AMENDED BUDGET

THEREUPON, ALDERMAN SCOTT MADE A MOTION THAT THE FOREGOING PROOF OF PUBLICATION BE ACCEPTED AND FILED.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED CLAIMS #20185 -#26163 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY CLAIMS # 20185-26163 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A TRAVEL REQUEST FROM DAN TOLBERT, BUILDING INSPECTOR, TO ATTEND THE SEMI-ANNUAL MEETING AND CODE SEMINAR OF THE MISSISSIPPI CHAPTER OF THE IAEI TO BE HELD AUGUST 8-10, 1993 IN BILOXI, MISSISSIPPI.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE MR TOLBERT TO ATTEND THE IAEI SEMINAR IN BILOXI, MISSISSIPPI AND TO PAY HIS EXPENSES. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A TRAVEL REQUEST FROM THE CITY CLERK TO ATTEND THE ANNUAL MCCA WORK SESSION TO BE HELD ON SEPTEMBER 16 & 17 AT LAKE TIAK-O'KHATA IN LOUISVILLE, MS.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ATTEND THE ANNUAL MCCA WORK SESSION IN SEPTEMBER IN LOUISVILLE, MS. AND TO PAY THE EXPENSES. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM THE PETAL HIGH SCHOOL BOOSTER CLUB FOR AN AD FOR THE CITY TO BE PAINTED ON THE PANTHER WALL AT THE HIGH SCHOOL FOOTBALL FIELD AT A COST OF \$100.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY \$100 FOR THE AD ON THE PANTHER WALL AT THE HIGH SCHOOL FOOTBALL FIELD. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT MUNICIPAL JUDGE GEORGE GUNTER HAS REQUESTED THAT THE CITY APPOINT A JUDGE PRO-TEM TO SERVE IN HIS ABSENCE WHEN IT IS NECESSARY FOR HIM TO BE OUT OF TOWN.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOLLOWING ORDER APPOINTING WILLIAM HAROLD JONES AS JUDGE PRO-TEM. ALDERMAN SCOTT SECONDED THE MOTION.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO APPOINT A JUDGE PRO-TEM TO SERVE IN JUDGE GEORGE GUNTER'S ABSENCE.

IT IS HEREBY ORDERED THAT WILLIAM HAROLD JONES BE APPOINTED AS JUDGE PRO-TEM EFFECTIVE IMMEDIATELY.

SO ORDERED ON THIS THE 3RD DAY OF AUGUST, A.D., 1993.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN CLEPPER MADE A MOTION TO APPOINT RAYMOND LEE AS AN ALTERNATE ON THE VARIANCE COMMITTEE TO SERVE UNTIL JULY 1994. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN CAMPBELL MADE A MOTION TO APPOINT REX ROBERTS AS AN ALTERNATE ON THE VARIANCE COMMITTEE TO SERVE UNTIL JULY, 1995. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT AMONG THE MEMBERS OF THE PINE BELT SOLID WATER MANAGEMENT AUTHORITY WITH RESPECT TO THE INTERIM FINANCING.

SEE EXHIBIT "A"

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL APPROVING A MEMORANDUM OF AGREEMENT AMONG COVINGTON, LAMAR AND PERRY COUNTIES AND THE CITIES OF HATTIESBURG, LAUREL AND PETAL WITH RESPECT TO INTERIM FINANCING ARRANGEMENTS FOR PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AND FOR OTHER RELATED PURPOSES.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL (i) ACKNOWLEDGING RECEIPT OF A RESOLUTION OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY TO BORROW TEMPORARY FUNDS AND ISSUE INTERIM PROMISSORY NOTES FOR THE PURPOSE OF OBTAINING FUNDS TO DEFRAY THE COST OF ACQUIRING A SOLID WASTE DISPOSAL SITE, ACQUIRING AND CONSTRUCTING UP TO FIVE (5) TRANSFER STATIONS AND PAYING CERTAIN ENGINEERING, TESTING AND LEGAL EXPENSES, (ii) AGREEING TO SECURE SUCH DEBT, (iii) AGREEING TO PAY SUCH DEBT UPON FAILURE BY OR THE INABILITY OF PINE BELT TO PAY OR REPAY SUCH INDEBTEDNESS WHEN DUE, AND (iv) FOR OTHER RELATED PURPOSES.

SEE EXHIBIT "B"

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED THE WISHES OF THE BOARD CONCERNING THE PLACEMENT OF AN AD IN THE HATTIESBURG AMERICAN'S SALUTE TO THE PETAL HIGH SCHOOL FOOTBALL TEAM.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PLACE AN AD IN THE AMOUNT OF \$45.00 IN THE SALUTE TO THE FOOTBALL TEAM. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE



THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADJOURN.  
ALDERMAN CAMPBELL SECONDED THE MOTION.

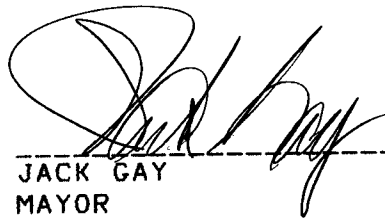
THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE  
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS  
ADJOURNED ON THIS THE 3RD DAY OF AUGUST, A.D., 1993.

  
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JACK GAY  
MAYOR

(SEAL)

ATTEST:


  
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PRISCILLA C. DANIEL  
CITY CLERK

EXHIBIT "A"

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL APPROVING A MEMORANDUM OF AGREEMENT AMONG COVINGTON, LAMAR AND PERRY COUNTIES AND THE CITIES OF HATTIESBURG, LAUREL AND PETAL WITH RESPECT TO INTERIM FINANCING ARRANGEMENTS FOR PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AND FOR OTHER RELATED PURPOSES.

WHEREAS, the City is an active participating member of Pine Belt Regional Solid Waste Management Authority ("Pine Belt") and has heretofore appropriated funds of the City to support Pine Belt in its efforts to site, permit, construct, equip and operate an integrated solid waste disposal facility (the "Project") all as authorized by Section 17-17-301 et seq., Mississippi Code of 1972, as amended (the "Act");

WHEREAS, the City will have no available facility in which to dispose of its solid waste from and after October 9, 1993, because of the cost and expense of operating an existing facility after such date and a general lack of capacity in existing landfills;

WHEREAS, Pine Belt is on the critical path in its efforts to have a completed operating solid waste disposal facility by October 9, 1993 and if successful, will achieve vast cost savings to the City;

WHEREAS, Pine Belt, with the assistance of the City, will borrow funds and incur long term indebtedness in order to provide funds necessary to defray the cost of the Project in due course pursuant to further proceedings of the Mayor and Board of Aldermen;

WHEREAS, the need has arisen for Pine Belt to engage in temporary borrowing and to issue one or more series of interim debt notes or certificates in order for the acquisition, permitting and construction of the Project to remain on schedule for an October, 1993, completion date;

WHEREAS, the City concurs in the findings of the Board of Commissioners of Pine Belt set forth in the resolution attached hereto and marked as Exhibit "A", and has pledged the support of the City in securing such interim borrowing including assuming the obligation to pay such indebtedness upon failure or the inability of Pine Belt to pay such indebtedness when due including accrued and unpaid interest thereon by approving the execution and delivery of a Guaranty Agreement to Deposit Guaranty National Bank;

WHEREAS, the obligation of the City under the Guaranty is a joint and several obligation of each Participating Subdivision and it is necessary for each Participating Subdivision to enter into a Memorandum of Agreement which will set forth the obligations of each to pay the interim debt notes in the event Pine Belt is unable to pay such debt.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN AS FOLLOWS:

1. That this Board of Aldermen hereby approves the Memorandum of Agreement among the participating units of local government in substantially the form attached hereto with such change, additions and deletions as shall be approved by the representative of the City executing such document, his execution hereof signifying such approval.

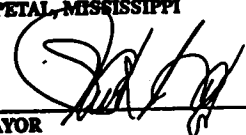
2. That the Mayor and Clerk, acting for and on behalf of the Board of Aldermen, is hereby authorized to execute and deliver such documents, certificates, assurances and the like in order to consummate the transactions contemplated herein without any further action on the part of this Board of Aldermen including execution and delivery of the Memorandum of Agreement.

Alderman CLEPPER moved the adoption of the foregoing resolution. Alderman RUNNELS seconded the motion.

A roll call vote of all Aldermen present was as follows:

Alderman <u>BRANDLE</u>	voted: <u>YEA</u>
Alderman <u>W H CAMPBELL</u>	voted: <u>YEA</u>
Alderman <u>CLEPPER</u>	voted: <u>YEA</u>
Alderman <u>RUNNELS</u>	voted: <u>YEA</u>
Alderman <u>LEROY SCOTT</u>	voted: <u>YEA</u>

A majority of the Aldermen present voted in favor of adoption of the resolution and the Mayor declared the resolution approved, this the 3RD day of AUGUST, 1993.

CITY OF PETAL, MISSISSIPPI  
BY:   
MAYOR


ATTEST:  
  
CLERK

EXHIBIT "A"

EXHIBIT "A"

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AUTHORIZING TEMPORARY BORROWING ON BEHALF OF THE AUTHORITY PURSUANT TO SECTION 17-17-331, MISSISSIPPI CODE OF 1972, AS AMENDED AND FOR RELATED PURPOSES AND REQUESTING EACH PARTICIPATING CITY AND COUNTY TO AID IN PROVIDING SECURITY FOR SUCH TEMPORARY BORROWING.

WHEREAS, Pine Belt Regional Solid Waste Management Authority ("Pine Belt") is a duly created regional solid waste authority pursuant to Sections 17-17-301, *et seq.*, Mississippi Code of 1972, as amended;

WHEREAS, Pine Belt is governed by a Board of Commissioners (the "Board"), each member of which is duly appointed as required by law and has satisfied each of the other requirements of law in order to serve on the Board;

WHEREAS, the Board, acting for and on behalf of Pine Belt, has initiated steps to permit, acquire, construct and operate an integrated solid waste disposal facility which will include transfer stations, recycling, source reduction and waste minimization (the "Project"), all as required and mandated by law;

WHEREAS, the Board will borrow funds and incur long term debt in order to provide the funds necessary to permit, acquire and construct the Project;

WHEREAS, the need to provide funds for certain portions of the Project, namely, (i) to acquire the Site for the disposal facility, (ii) to acquire and construct up to five (5) transfer stations and (iii) to pay certain engineering, testing, and legal costs, has arisen and the public convenience and necessity and public interest dictates that the Board incur temporary debt in order to fund these costs and activities for which no other existing funds are available.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AS FOLLOWS:

1. That the Board hereby declares its intent to borrow not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) for the purpose of providing funds necessary to (i) acquire the solid waste disposal site; (ii) acquire and construct up to five (5) transfer stations and (iii) pay engineering, testing and legal expenses incurred in connection with acquiring, constructing, permitting and equipping all or any part of the Project.
2. That such temporary borrowing may be incurred through the issuance of one or more series of Promissory Notes, the first of which shall mature at or prior to June 15, 1994 and all subsequent Promissory Notes shall mature at or prior to the maturity of the first Promissory Note.
3. That the Authority shall have the right to prepay the loan at any time without premium or penalty upon giving five (5) days written notice of such prepayment.
4. That the proceeds of such Promissory Notes shall be segregated from and shall not be commingled with other funds of the Authority.
5. That the principal amount and accrued interest thereon from this temporary borrowing shall be repaid from the first proceeds of the long term debt incurred to pay the cost of the Project which shall be accomplished in due course through further proceedings of this Board.
6. That each participating City and County in the Pine Belt Region is thereby requested to take such action as may be necessary and available to aid the Authority in obtaining a temporary loan and to secure such temporary loan by such means that are available in order to keep acquisition and construction of the Project on schedule to completion.
7. That the Chairman and Secretary are hereby authorized and directed, acting for and on behalf of this Board and Pine Belt, to execute and deliver such documents, certificates and the like as may be necessary to consummate the transactions contemplated herein without the requirement of any further action on the part of this Board, including execution of such documents and agreements between Pine Belt and any of the respective cities and counties which comprise Pine Belt and any lending institutions, that may be necessary in order to secure this temporary borrowing.
8. The Chairman and/or Secretary of the Board is hereby directed to transmit a certified copy of this Resolution to each participating City and County in the Pine Belt Region.
9. That the loan is hereby designated a Qualified Tax Exempt Obligation as defined in Section 265(b)(3) of the Internal Revenue Code of 1986.

Commissioner Walley moved the adoption of the foregoing resolution. Commissioner Gay seconded the motion.

**EXHIBIT "A"**  
A roll call vote of all Commissioners present was as follows:

Commissioner Morgan	voted: AYE
Commissioner Buckley	voted: AYE
Commissioner Myrick	voted: AYE
Commissioner Miller	voted: AYE
Commissioner Bell	voted: AYE
Commissioner Gay	voted: AYE
Commissioner Walley	voted: AYE
Commissioner Housley	voted: AYE
Commissioner Rogers	voted: AYE
Commissioner Sanderson	voted: AYE
Commissioner Gunn	voted: AYE
Commissioner Holloway	voted: Absent

A majority of the Commissioners present voted in favor of adoption of the resolution and the Chairman declared the resolution approved, this the 7th day of April, 1993.

**PINE BELT REGIONAL SOLID WASTE  
MANAGEMENT AUTHORITY**

BY: /s/ John Buckley

**CHAIRMAN**

**ATTEST:**

BY: /s/ T. G. Myrick  
**SECRETARY**

-3-

**MEMORANDUM OF AGREEMENT**

among

**COVINGTON COUNTY, MISSISSIPPI  
FERKY COUNTY, MISSISSIPPI  
CITY OF HATTIESBURG  
CITY OF LAUREL  
and the  
CITY OF PETAL**

Dated as of \_\_\_\_\_, 1993

**(PINE BELT REGIONAL SOLID WASTE  
MANAGEMENT AUTHORITY INTERIM FINANCING)**

EXHIBIT "A"

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT made and entered into by and among COVINGTON COUNTY, MISSISSIPPI ("Covington"), PERRY COUNTY, MISSISSIPPI ("Perry"), THE CITY OF HATTIESBURG, MISSISSIPPI ("Hattiesburg"), THE CITY OF LAUREL, MISSISSIPPI ("Laurel") and THE CITY OF PETAL, MISSISSIPPI ("Petal"), (collectively hereinafter sometimes referred to as the "Participating Subdivisions") all political subdivisions of the State of Mississippi, organized and existing under the Constitution and Laws of the State and collectively the Incorporators of the Pine Belt Regional Solid Waste Management Authority ("Pine Belt").

WITNESSETH

WHEREAS, the Participating Subdivisions are active participating members of Pine Belt and have heretofore appropriated funds of each respective Participating Subdivision to support Pine Belt in its efforts to site, permit, construct, equip and operate an integrated solid waste disposal facility (the "Project") all as authorized by Section 17-17-301 et. seq., Mississippi Code of 1972, as amended (the "Act");

WHEREAS, the Participating Subdivisions will have no available facility in which to dispose of solid waste from and after October 9, 1993, because of the cost and expense of operating an existing facility after such date and a general lack of capacity in existing landfills;

WHEREAS, Pine Belt is on the critical path in its efforts to have a completed operating solid waste disposal facility by October 9, 1993, and if successful, will achieve vast cost savings to the Participating Subdivisions;

WHEREAS, Pine Belt, with the assistance of the Participating Subdivisions, will borrow funds and incur long term indebtedness in order to provide funds necessary to defray the cost of the Project in due course pursuant to further proceedings of the Board of Commissioners of Pine Belt and the Governing Bodies of each Participating Subdivisions;

WHEREAS, the need has arisen for Pine Belt to engage in temporary borrowing and to issue one or more series of Interim Debt Notes or Certificates in order for the acquisition, permitting and construction of the Project to remain on schedule for an October, 1993, completion date;

WHEREAS, Pine Belt has requested that each Participating Subdivision help secure the Interim Debt Notes of Pine Belt in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) and the Governing Body of each Participating Subdivisions has, by duly adopted resolution, agreed to provide such security;

WHEREAS, such security for the Interim Debt Notes will be in the form of one Guaranty Agreement executed by an authorized representative of each Participating Subdivision to Deposit Guaranty National Bank, Hattiesburg, Mississippi (the "Bank") which Guaranty Agreement is a joint and several obligation of each Participating Subdivision;

WHEREAS, in the event that Pine Belt fails to pay such Interim Debt Notes when due and the Bank exercises its rights under the Guaranty Agreement, the obligation of each Participating Subdivision to pay such Interim Debt Certificates differs with respect to the actual amount of such debt that each Participating Subdivision would be obligated to pay.

WHEREAS, Jones County, a former participating member of Pine Belt, has passed a resolution reflecting its intentions to withdraw from Pine Belt as of July 9, 1993, and further has acknowledged its obligations to pay its percentage share of the financial obligations of Pine Belt through July 9, 1993. This payment by Jones County is hereinafter referred to as the "Jones County Payment Obligation".

WHEREAS, Lamar County, an active participating member of Pine Belt, has elected not to participate in the interim financing and will pay its obligations to Pine Belt with existing county funds. This payment is hereinafter referred to as the "Lamar County Payment Obligation".

WHEREAS, each Participating Subdivision desires that its actual obligation under the Guaranty Agreement be set forth in words and figures as set forth below.

NOW, THEREFORE, THE PARTICIPATING SUBDIVISIONS AGREE AS FOLLOWS:

Section 1. Terms of the Interim Debt Notes. The aggregate principal amount of the Interim Debt Notes shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000), may be evidenced by one or more notes, shall mature in three hundred sixty five (365) days or less and shall bear interest at a rate or rates to be determined by the Board of Commissioners of Pine Belt.

Section 2. Obligation of Each Participating Subdivision. In the event the Bank exercises its rights under the Guaranty Agreement, the obligation of each Participating Subdivision to pay its pro rata share of the principal of and accrued interest on the Interim Debt Notes shall be an amount equal to:

- I. the total actual cost of the acquisition of land, if any, and the construction and equipping of any improvement by Pine Belt within each respective Participating Subdivision including specifically, constructing and equipping a so-called transfer station and excluding specifically, any acquisition of land and/or construction

EXHIBIT "A"

and equipping of the solid waste disposal facility which is presently proposed to be located in Jones County, plus

- ii. the cost and expense of acquiring the proposed solid waste disposal facility site in Jones County along with such additional cost and expense incurred by Pine Belt in connection with the acquisition, construction and equipping of such disposal facility, including but not limited to, obtaining a permit from the Mississippi Department of Environmental Quality Permit Board, engineering, legal and other normal and customary costs incidental thereto, such cost to be applied pro rata to each Participating Subdivision as follows:

Covington County	12.61%
Ferry County	8.115%
City of Hattiesburg	46.89%
City of Laurel	24.48%
City of Petal	7.905%

The obligation of each Participating Subdivision under Subsection 2(ii) shall be determined by subtracting (a) the total amount expended in 2(i) above and (b) the Jones County Payment Obligation and the Lamar County Payment Obligation from the total of the principal and interest due on Pine Belt's Interim Debt Notes and multiplying the remainder by each such percentage set forth above.

In the event that more than one Participating Subdivision is the beneficiary of the expenditure by Pine Belt under Subsection 2(i) above (i.e., City of Hattiesburg and City of Petal), the obligation of each shall be the pro rata amount based on an estimate of waste generated by each as determined by Neel-Schaffer Engineers and set forth in Pine Belt's Master Plan and shall be determined by dividing the total volume of waste generated in each Participating Subdivision by the total volume of waste generated by both Participating Subdivisions and multiplying the quotient thereof (expressed as a percentage) by the total expenditure by Pine Belt to acquire, construct and equip the improvements as described in Section 2(i) above.

**Section 3. Obligation Absolute and Unconditional.** The obligation of each Participating Subdivision under this Agreement shall be absolute and unconditional and shall remain in full force and effect until the entirety of the principal of and interest on the Interim Debt Notes shall have been paid irrespective of (i) the invalidity or unenforceability of any provision or provisions of the Agreement; (ii) the breach by Pine Belt of any of its obligations under any contract or agreement with any Participating Subdivision; (iii) destruction, non-use or non-availability of the improvements; (iv) set-off, counterclaim, reduction or diminution of any obligation of Pine Belt to any Participating Subdivision, or (v) defense of any kind or nature which any Participating Subdivision has against Pine Belt or any other Participating Subdivision.

**Section 4. Title to Improvements.** In the event the Bank exercises its right under the Guaranty and each Participating Subdivision satisfies and complies with its obligations under this Agreement, upon written request, Pine Belt shall deliver to each respective Participating Subdivision(s) clear, unencumbered title by warranty deed or bill of sale, as the case may be, to the land and improvements thereon including equipment and other personal property, located in each respective Participating Subdivision. The consideration for such conveyance shall be the amounts paid by each Participating Subdivision under this Agreement.

**Section 5. Entire Agreement.** The Agreement constitutes the entire agreement, and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**Section 6. Severability.** The invalidity or unenforceability of any one or more phrases, sentences, clauses or Sections in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part hereof.

**Section 7. Law Governing.** This Agreement shall be governed exclusively by the applicable laws of the State of Mississippi.

**Section 8. Amendments.** This Agreement may be amended with the prior written consent of each Participating Subdivision.

**Section 9. Binding Effect.** The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Participating Subdivisions have executed this Agreement and have caused this Agreement to be dated as of the date first above written, although actually executed on the 15 day of August, 1993.

CITY OF PETAL, MISSISSIPPI

BY: [Signature]  
TITLE: Mayor

ATTEST:

BY: [Signature]  
TITLE: City Clerk

EXHIBIT "B"

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL (I) ACKNOWLEDGING RECEIPT OF A RESOLUTION OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY TO BORROW TEMPORARY FUNDS AND ISSUE INTERIM PROMISSORY NOTES FOR THE PURPOSE OF OBTAINING FUNDS TO DEFRAY THE COST OF ACQUIRING A SOLID WASTE DISPOSAL SITE, ACQUIRING AND CONSTRUCTING UP TO FIVE (5) TRANSFER STATIONS AND PAYING CERTAIN ENGINEERING, TESTING AND LEGAL EXPENSES, (II) AGREEING TO SECURE SUCH DEBT, (III) AGREEING TO PAY SUCH DEBT UPON FAILURE BY OR THE INABILITY OF PINE BELT TO PAY OR REPAY SUCH INDEBTEDNESS WHEN DUE, AND (IV) FOR OTHER RELATED PURPOSES.

WHEREAS, the City is an active participating member of Pine Belt Regional Solid Waste Management Authority ("Pine Belt") and has heretofore appropriated funds of the City to support Pine Belt in its efforts to site, permit, construct, equip and operate an integrated solid waste disposal facility (the "Project") all as authorized by Section 17-17-301 *et seq.*, Mississippi Code of 1972, as amended (the "Act");

WHEREAS, the City will have no available facility in which to dispose of its solid waste from and after October 9, 1993, because of the cost and expense of operating an existing facility after such date and a general lack of capacity in existing landfills;

WHEREAS, Pine Belt is on the critical path in its efforts to have a completed operating solid waste disposal facility by October 9, 1993 and if successful, will achieve vast cost savings to the City;

WHEREAS, Pine Belt, with the assistance of the City, will borrow funds and incur long term indebtedness in order to provide funds necessary to defray the cost of the Project in due course pursuant to further proceedings of this Governing Body;

WHEREAS, the need has arisen for Pine Belt to engage in temporary borrowing and to issue one or more series of promissory notes (the "Notes") in order for the acquisition, permitting and construction of the Project to remain on schedule for an October, 1993, completion date;

WHEREAS, the City concurs in the findings of the Board of Commissioners of Pine Belt set forth in the resolution attached hereto and marked as Exhibit "A", and pledges the support of the City in securing such interim borrowing including assuming the obligation to pay such indebtedness including accrued and unpaid interest thereon upon failure or the inability of Pine Belt to pay such indebtedness when due or thereafter, upon demand of the holder of such Notes.

WHEREAS, it is the intention of the City and Pine Belt that the interim debt incurred hereunder shall constitute a part of the Project and shall be repaid first from the proceeds of the long term debt incurred to construct the Project.

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

1. That this Governing Body acknowledges receipt of the resolution of Pine Belt and concurs in the findings of the Board of Commissioners set forth therein.

2. That this Governing Body concurs in Pine Belt's decision to proceed with site acquisition of the central facility and the acquisition and construction of up to five (5) transfer stations and further concurs in its plan to borrow interim funds with which to proceed and to pay the related engineering, testing and legal cost incident thereto.

3. That this Governing Body hereby agrees to assist Pine Belt in securing such interim debt in an amount not to exceed \$1,500,000 plus accrued interest thereon and agrees to pay such debt plus accrued and unpaid interest thereon upon demand by the holder of such Notes in the event of failure or inability of Pine Belt to pay or repay the interim debt when due.

4. That this Governing Body hereby approves the Guaranty Agreement from the units of government named in the Guaranty to Deposit Guaranty National Bank, (the "Bank"), in substantially the form attached hereto and marked as Exhibit "B" with such changes, additions and deletions as shall be approved by the representative of the City executing such document, his execution thereof signifying such approval.

5. That this Governing Body hereby pledges as security for such indebtedness to be incurred by Pine Belt:

- i. sufficient moneys from the general fund of the City to provide for the payment of the principal of and interest on such indebtedness;
- ii. the avails of an ad valorem tax levied for the payment of the principal of and interest on such indebtedness to the extent that other moneys are not available for such purposes, provided that no such tax levy shall exceed 4 mills;
- iii. to the extent that sufficient moneys are not otherwise available to pay principal of and interest on such indebtedness, the proceeds of bonds or notes issued by the City in the maximum allowable principal amount pursuant to Sections 17-21-51 through 17-21-55 of the Mississippi Code of 1972, as amended.

6. That the City is authorized to enter into the Guaranty Agreement and secure debt incurred by Pine Belt pursuant to the Act and specifically, Sections 17-17-321, 17-17-323, 17-17-331 and 17-17-345.

EXHIBIT "B"

7. That upon receipt of written notice by the holder or holders of the Notes, the City will fulfill and comply with its obligations under this resolution and the Guaranty Agreement within sixty (60) days of receipt of such written notice.

8. For purposes of securing the Notes of Pine Belt as set forth in the Guaranty Agreement, it is acknowledged that the obligation of the City to the Bank is joint and several with the units of government executing the Guaranty.

9. That the Mayor and Clerk, acting for and on behalf of the Board, is hereby authorized to execute and deliver such documents, certificates, assurances and the like in order to consummate the transactions contemplated herein without any further action on the part of this Board including execution and delivery of the Guaranty.


Alderman Clepper moved the adoption of the foregoing resolution. Alderman Runnels seconded the motion.

A roll call vote of all Aldermen present was as follows:

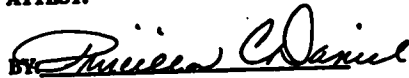
Alderman	<u>BRANDLE</u>	voted:	<u>YEA</u>
Alderman	<u>W H CAMPBELL</u>	voted:	<u>YEA</u>
Alderman	<u>REUBEN CLEPPER</u>	voted:	<u>YEA</u>
Alderman	<u>BOBBY RUNNELS</u>	voted:	<u>YEA</u>
Alderman	<u>LEROY SCOTT</u>	voted:	<u>YEA</u>

A majority of the Aldermen present voted in favor of adoption of the resolution and the Mayor declared the resolution approved, this the 3RD day of AUGUST, 1993.

CITY OF PETAL, MISSISSIPPI

BY:  \_\_\_\_\_  
MAYOR

ATTEST:

BY:  \_\_\_\_\_  
CLERK

FD307ALGA

EXHIBIT "A"

FRS.1

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AUTHORIZING TEMPORARY BORROWING ON BEHALF OF THE AUTHORITY PURSUANT TO SECTION 17-17-331, MISSISSIPPI CODE OF 1972, AS AMENDED AND FOR RELATED PURPOSES AND REQUESTING EACH PARTICIPATING CITY AND COUNTY TO AID IN PROVIDING SECURITY FOR SUCH TEMPORARY BORROWING.

WHEREAS, Pine Belt Regional Solid Waste Management Authority ("Pine Belt") is a duly created regional solid waste authority pursuant to Sections 17-17-301, *et seq.*, Mississippi Code of 1972, as amended;

WHEREAS, Pine Belt is governed by a Board of Commissioners (the "Board"), each member of which is duly appointed as required by law and has satisfied each of the other requirements of law in order to serve on the Board;

WHEREAS, the Board, acting for and on behalf of Pine Belt, has initiated steps to permit, acquire, construct and operate an integrated solid waste disposal facility which will include transfer stations, recycling, source reduction and waste minimization (the "Project"), all as required and mandated by law;

WHEREAS, the Board will borrow funds and incur long term debt in order to provide the funds necessary to permit, acquire and construct the Project;

WHEREAS, the need to provide funds for certain portions of the Project, namely, (i) to acquire the Site for the disposal facility, (ii) to acquire and construct up to five (5) transfer stations and (iii) to pay certain engineering, testing, and legal costs, has arisen and the public convenience and necessity and public interest dictates that the Board incur temporary debt in order to fund these costs and activities for which no other existing funds are available.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY AS FOLLOWS:

1. That the Board hereby declares its intent to borrow not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) for the purpose of providing funds necessary to (i) acquire the solid waste disposal site; (ii) acquire and construct up to five (5) transfer stations and (iii) pay engineering, testing and legal expenses incurred in connection with acquiring, constructing, permitting and equipping all or any part of the Project.



2. That such temporary borrowing may be incurred through the issuance of one or more series of Promissory Notes, the first of which shall mature at or prior to June 15, 1994 and all subsequent Promissory Notes shall mature at or prior to the maturity of the first Promissory Note.

EXHIBIT "B"

3. That the Authority shall have the right to prepay the loan at any time without premium or penalty upon giving five (5) days written notice of such prepayment.

4. That the proceeds of such Promissory Notes shall be segregated from and shall not be commingled with other funds of the Authority.

5. That the principal amount and accrued interest thereon from this temporary borrowing shall be repaid from the first proceeds of the long term debt incurred to pay the cost of the Project which shall be accomplished in due course through further proceedings of this Board.

6. That each participating City and County in the Pine Belt Region is thereby requested to take such action as may be necessary and available to aid the Authority in obtaining a temporary loan and to secure such temporary loan by such means that are available in order to keep acquisition and construction of the Project on schedule to completion.

7. That the Chairman and Secretary are hereby authorized and directed, acting for and on behalf of this Board and Pine Belt, to execute and deliver such documents, certificates and the like as may be necessary to consummate the transactions contemplated herein without the requirement of any further action on the part of this Board, including execution of such documents and agreements between Pine Belt and any of the respective cities and counties which comprise Pine Belt and any lending institutions, that may be necessary in order to secure this temporary borrowing.

8. The Chairman and/or Secretary of the Board is hereby directed to transmit a certified copy of this Resolution to each participating City and County in the Pine Belt Region.

9. That the loan is hereby designated a Qualified Tax Exempt Obligation as defined in Section 265(b)(3) of the Internal Revenue Code of 1986.

Commissioner Walley moved the adoption of the foregoing resolution. Commissioner Gay seconded the motion.

-2-

A roll call vote of all Commissioners present was as follows:

Commissioner Morgan	voted: AYE
Commissioner Buckley	voted: AYE
Commissioner Myrick	voted: AYE
Commissioner Miller	voted: AYE
Commissioner Bell	voted: AYE
Commissioner Gay	voted: AYE
Commissioner Walley	voted: AYE
Commissioner Housley	voted: AYE
Commissioner Rogers	voted: AYE
Commissioner Sanderson	voted: AYE
Commissioner Gunn	voted: AYE
Commissioner Holloway	voted: Absent

A majority of the Commissioners present voted in favor of adoption of the resolution and the Chairman declared the resolution approved, this the 7th day of April, 1993.

PINE BELT REGIONAL SOLID WASTE  
MANAGEMENT AUTHORITY

BY: /s/ John Buckley

CHAIRMAN

ATTEST:

BY: /s/ T. G. Myrick  
SECRETARY

EXHIBIT "B"

**GUARANTY AGREEMENT**

from

**COVINGTON COUNTY, MISSISSIPPI  
PERRY COUNTY, MISSISSIPPI  
CITY OF HATTIESBURG  
CITY OF LAUREL  
CITY OF PETAL**

to

**DEPOSIT GUARANTY NATIONAL BANK**

Dated as of \_\_\_\_\_, 1993

**(PINE BELT REGIONAL SOLID WASTE  
MANAGEMENT AUTHORITY INTERIM FINANCING)**

**GUARANTY AGREEMENT**

**GUARANTY AGREEMENT from COVINGTON COUNTY, PERRY COUNTY, CITY OF HATTIESBURG, CITY OF LAUREL and CITY OF PETAL, all political subdivisions of the State of Mississippi (the "Participating Subdivisions") to DEPOSIT GUARANTY NATIONAL BANK, a national banking association acting by and through its regional office in Hattiesburg, Mississippi (the "Bank").**

**RECITALS**

**WHEREAS, the Participating Subdivisions have heretofore duly incorporated the Pine Belt Regional Solid Waste Management Authority ("Pine Belt") pursuant to Sections 17-17-301, et seq., Mississippi Code of 1972, as amended, (the "Act").**

**WHEREAS, the Participating Subdivisions are active participating members of Pine Belt and have heretofore appropriated funds to support Pine Belt in its efforts to site, permit, construct, equip and operate an integrated solid waste disposal facility (the "Project") all as authorized by the Act.**

**WHEREAS, the Participating Subdivisions will have no available facility in which to dispose of its solid waste from and after October 9, 1993, as a result of the cost and expense of operating an existing facility after such date and a general lack of capacity in existing landfills;**

**WHEREAS, Pine Belt is on the critical path in its efforts to have a completed operating solid waste disposal facility by October 9, 1993, and if successful, will achieve vast cost savings to the Participating Subdivisions.**

**WHEREAS, Pine Belt, with the assistance of the Participating Subdivisions, will borrow funds and incur long term indebtedness in order to provide funds necessary to defray the cost of the Project in due course pursuant to further proceedings of Pine Belt and each Participating Subdivision;**

**WHEREAS, the need has arisen for Pine Belt to engage in temporary borrowing and to issue one or more series of promissory notes in order for the acquisition, permitting and construction of the Project to remain on schedule for an October, 1993, completion date;**

EXHIBIT "B"

WHEREAS, each Participating Subdivision concurs in the findings of the Board of Commissioners of Pine Belt as set forth in the resolution attached hereto and marked as Exhibit "A", and each Participating Subdivision pledges its support in securing such interim borrowing including assuming the obligation to pay such indebtedness upon failure or the inability of Pine Belt to pay such indebtedness when due including accrued and unpaid interest thereon;

WHEREAS, it is the intention of each Participating Subdivision and Pine Belt that the interim debt incurred hereunder shall constitute a part of the Project and shall be repaid with the first proceeds of the long term debt incurred to construct the Project.

NOW, THEREFORE, in consideration of the premises and in order to provide security for the Pine Belt interim debt and as an inducement to the Bank to fund such interim debt, each Participating Subdivision hereby, subject to the terms hereof, agrees with the Bank as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of the Participating Subdivisions. (a) Covington and Perry Counties are each political subdivisions of the State of Mississippi. The Cities of Hattiesburg, Laurel and Petal are each a body corporate and politic, organized and existing under the Constitution and laws of the State of Mississippi.

(b) The execution and delivery by the Participating Subdivisions of this Guaranty Agreement and the compliance by the Participating Subdivisions with all of the provisions hereof and thereof:

- i. are within the power of the Participating Subdivisions;
- ii. have been duly authorized by all necessary action on the part of the Governing Body of each Participating Subdivision.

(c) This Guaranty Agreement is a legal, valid and binding obligation of each Participating Subdivision enforceable in accordance with its terms and provisions.

-2-

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF PETAL APPROVING A MEMORANDUM OF  
AGREEMENT AMONG COVINGTON AND PERRY COUNTIES  
AND THE CITIES OF HATTIESBURG, LAUREL AND PETAL  
WITH RESPECT TO INTERIM FINANCING ARRANGEMENTS  
FOR PINE BELT REGIONAL SOLID WASTE MANAGEMENT  
AUTHORITY AND FOR OTHER RELATED PURPOSES.

WHEREAS, the City is an active participating member of Pine Belt Regional Solid Waste Management Authority ("Pine Belt") and has heretofore appropriated funds of the City to support Pine Belt in its efforts to site, permit, construct, equip and operate an integrated solid waste disposal facility (the "Project") all as authorized by Section 17-17-301 *et seq.*, Mississippi Code of 1972, as amended (the "Act");

WHEREAS, the City will have no available facility in which to dispose of its solid waste from and after October 9, 1993, because of the cost and expense of operating an existing facility after such date and a general lack of capacity in existing landfills;

WHEREAS, Pine Belt is on the critical path in its efforts to have a completed operating solid waste disposal facility by October 9, 1993 and if successful, will achieve vast cost savings to the City;

WHEREAS, Pine Belt, with the assistance of the City, will borrow funds and incur long term indebtedness in order to provide funds necessary to defray the cost of the Project in due course pursuant to further proceedings of the Mayor and Board of Aldermen;

WHEREAS, the need has arisen for Pine Belt to engage in temporary borrowing and to issue one or more series of interim debt notes or certificates in order for the acquisition, permitting and construction of the Project to remain on schedule for an October, 1993, completion date;

WHEREAS, the City concurs in the findings of the Board of Commissioners of Pine Belt set forth in the resolution attached hereto and marked as Exhibit "A", and has pledged the support of the City in securing such interim borrowing including assuming the obligation to pay such indebtedness upon failure or the inability of Pine Belt to pay such indebtedness when due including accrued and unpaid interest thereon by approving the execution and delivery of a Guaranty Agreement to Deposit Guaranty National Bank;

WHEREAS, the obligation of the City under the Guaranty is a joint and several obligation of each Participating Subdivision and it is necessary for each Participating Subdivision to enter into a Memorandum of Agreement which will set forth the obligations of each to pay the interim debt notes in the event Pine Belt is unable to pay such debt.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN AS FOLLOWS:

EXHIBIT "B"

ARTICLE II

COVENANTS AND AGREEMENTS

**Section 2.1 Guaranty and Obligation of the Participating Subdivisions.** The Participating Subdivisions, jointly and severally, hereby absolutely and unconditionally guarantee:

The punctual payment when due (whether at stated maturity, by acceleration or call or redemption or otherwise), in lawful money of the United States of America, of any and all sums which may become due and payable by the Pine Belt Regional Solid Waste Management Authority to the Bank on account of the principal of and interest on the Promissory Note(s) of Pine Belt to the Bank to evidence its debt to the Bank in the aggregate principal amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Promissory Note(s)").

If the Bank shall fail to receive such payment when due as set forth in the Promissory Note(s), the Participating Subdivisions shall immediately pay to the Bank, in lawful money of the United States of America, an amount equal to the required payment. This Guaranty Agreement is a primary and original obligation of the Participating Subdivisions and is an absolute, unconditional, continuing and irrevocable guarantee of payment and not of collectibility or performance. This Guaranty Agreement shall remain in full force and effect without respect to future changes in conditions, including change in law, until the Bank shall have been indefeasibly paid in full all sums due under the terms and provisions of the Promissory Note(s), notwithstanding any term or provision to the contrary and until such sums are not subject to rescission or repayment upon any bankruptcy, insolvency, arrangement, reorganization, moratorium, receivership or similar proceeding affecting the Bank. Each default in payment of principal of or interest on the Promissory Note(s) at the option of the Bank shall give rise to a separate cause of action hereunder and separate suits may be brought hereunder as each cause of action arises.

The Participating Subdivisions hereby agree that if the Promissory Note(s) is modified, amended, and supplemented in any manner, that no such modification, amendment, supplement, or release shall release, affect or impair its liability under this Guaranty Agreement.

-3-

**Section 2.2 Obligations of Participating Subdivisions Absolute and Unconditional.** The obligations of each Participating Subdivisions under this Guaranty Agreement shall be absolute and unconditional and shall remain in full force and effect until the entire principal of and interest on the Promissory Note(s) shall have been paid and all other obligations of each Participating Subdivision has been satisfied.

**Section 2.3 Limitation of Liability.** Except as provided in Sections 2.4 and 2.7, the obligation of the Participating Subdivisions under this Guaranty Agreement shall be limited in the aggregate to \$1,500,000 plus accrued and unpaid interest thereon and the initial Promissory Note shall mature at or prior to June 15, 1994. All subsequent Promissory Notes shall mature at or prior to June 15, 1994 unless renewal or extension thereof shall be approved in writing by each Participating Subdivision and the Bank.

**Section 2.4 Notice.** The Bank shall promptly give each Participating Subdivision written notice of any default by Pine Belt under the Promissory Note(s) including failure by Pine Belt to pay the Promissory Note(s) when due and payable and the Bank hereby grants each Participating Subdivision sixty (60) days from receipt of such notice to satisfy its obligations to the Bank under this Guaranty Agreement.

**Section 2.5 Acts, etc. of Participating Subdivisions Not to Impair Guaranty: No Set-Offs, etc.** No act of commission or omission of any kind or at any time upon the part of the Bank or its successors or assigns, with respect to any matter whatsoever shall in any way impair the rights of the Bank to enforce any right, power or benefit under this Guaranty Agreement and no set-off, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature which the Participating Subdivisions have or may have against the Bank shall be available hereunder to the Guaranty Agreement against the Bank.

**Section 2.6 Bank May Proceed Directly Against any Participating Subdivision.** Subject to compliance with Section 2.4 hereof by the Bank, in the event of a default in the payment of principal of the Promissory Note(s) when and as the same shall become due, whether at the stated maturity thereof, by acceleration, call for redemption or otherwise, or in the event of a default in the payment of any interest on the Promissory Note(s) when and as the same shall become due, the Bank may proceed hereunder, and the Bank shall have the right to proceed first directly against any one or more of the Participating Subdivisions under this Guaranty Agreement without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the Bank.

**Section 2.7 Costs and Expenses.** The Participating Subdivisions agree to pay all costs, expenses and fees, including all reasonable attorneys' fees, which are incurred by the Bank in enforcing or attempting to enforce this Guaranty Agreement or protecting the rights of the Bank whether the same shall be enforced by suit or otherwise.

-4-

EXHIBIT "B"

Section 2.8 Guaranty for Benefit of the Bank. This Guaranty Agreement is entered into by each Participating Subdivisions for the benefit of the Bank to provide additional security to the Bank with respect to the loan by the Bank to Pine Belt.

ARTICLE III

MISCELLANEOUS

Section 3.1 Obligations Arise Upon Delivery of Notes. The obligations of the Participating Subdivisions hereunder shall arise absolutely and unconditionally upon execution and delivery of the initial Promissory Note(s) by Pine Belt to the Bank and each Participating Subdivision waives notice of acceptance of this Guaranty.

Section 3.2 Remedies Not Exclusive. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power and such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Guaranty Agreement, it shall be necessary to give written notice as set forth in Section 2.4 hereof. In the event any provision contained in this Guaranty Agreement should be breached by the Participating Subdivisions and thereafter duly waived by the Bank, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Guaranty Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the Bank.

Section 3.3 Entire Agreement. This Guaranty Agreement constitutes the entire agreement, and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 3.4 Severability. The invalidity or unenforceability of any one or more phrases, sentences, clauses or Sections in this Guaranty Agreement shall not affect the validity or enforceability of the remaining portions of this Guaranty Agreement or any part hereof.

Section 3.5 Law Governing. This Guaranty Agreement shall be governed exclusively by the applicable laws of the State of Mississippi.

Section 3.6 Amendments. This Guaranty Agreement may be amended with the prior written consent of the Bank and the Participating Subdivisions.

-5-

Section 3.7 Binding Effect. The terms and provisions of this Guaranty Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 3.8 Joint and Several Obligation. The obligations of each Participating Subdivision under this Guaranty Agreement are joint and several.

IN TESTIMONY WHEREOF, the City of Petal Mississippi, acting by and through its Mayor and Board of Aldermen has executed this Agreement by causing it to be signed by the Mayor and countersigned by the Clerk thereof, under the seal of said City, and has caused this Guaranty Agreement to be dated as of \_\_\_\_\_, although actually executed on the 4<sup>th</sup> day of August, 1993.

CITY OF PETAL, MISSISSIPPI

BY: [Signature]  
TITLE: Mayor

ATTEST:

BY: [Signature]  
TITLE: City Clerk

EXHIBIT "B"

THIS

PAGE

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INTENTIONALLY