

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 JUNE 7, 1994 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 WILLIAM H. CAMPBELL REUBEN CLEPPER LEROY SCOTT
OTHERS PRESENT	CHIEF WAYNE MURPHY CHIEF AUBRA EVANS DEMARIS LEE SARA & W.L. CARPENTER

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

THE INVOCATION WAS OFFERED BY LEROY SCOTT.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN BRANDLE MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF MAY 17, 1994 BE ACCEPTED AS WRITTEN. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT BUT THERE WAS NONE.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING LETTER OF RESIGNATION FROM FIREMAN TOMMY FREEMAN EFFECTIVE MAY 26, 1994.

SEE EXHIBIT "A"

LETTER - TOMMY FREEMAN

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

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT FIRE CHIEF AUBRA EVANS HAS RECOMMENDED THE HIRING OF GILBERT SCOTT ROBERTS AS FIREMAN 4TH CLASS EFFECTIVE JUNE 9, 1994 AT A RATE OF \$6.436 PER HOUR.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOLLOWING ORDER HIRING GILBERT SCOTT ROBERTS. ALDERMAN SECONDED THE MOTION.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, DUE TO THE RESIGNATION OF LT. TOMMY FREEMAN FROM THE FIRE DEPARTMENT, DO HEREBY DEEM IT NECESSARY TO HIRE GILBERT SCOTT ROBERTS TO FILL THE VACANCY. IT IS HEREBY ORDERED THAT GILBERT SCOTT ROBERTS BE HIRED AS A FOURTH CLASS FIREMAN AT A RATE OF \$6.436 PER HOUR EFFECTIVE JUNE 9, 1994.

SO ORDERED ON THIS THE 7TH DAY OF JUNE, A.D., 1994.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE ESTIMATE # 9 FOR MAPLES CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$38,263.32 FROM DAVID HEMETER FOR THE CONTRACT ON THE COMMUNITY CENTER.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PAY MAPLES CONSTRUCTION COMPANY, INC. \$38,263.32. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A STATEMENT FROM SHOWS, DEARMAN & WAITS, INC. FOR CONSTRUCTION ENGINEERING FEES IN THE AMOUNT OF \$9,586.00 ON THE SRF SEWER PROJECT.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO PAY SHOWS, DEARMAN & WAITS, INC. \$9,586.00. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED ESTIMATE # 4 FOR C.J. MORGAN, INC. IN THE AMOUNT OF \$96,827.00 FOR CONSTRUCTION ON THE SRF SEWER PROJECT.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO PAY C.J. MORGAN, INC. \$96,827.00. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A RECOMMENDATION FROM THE PLANNING COMMISSION FOR THE BOARD TO CHANGE THE ZONING CLASSIFICATION ON PEGGY PARKER'S PROPERTY LOCATED AT 121 WEST 10TH AVENUE TO R-4.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOLLOWING ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF PETAL, MISSISSIPPI. ALDERMAN CAMPBELL SECONDED THE MOTION.

SEE EXHIBIT "B"

ORDINANCE 1979 (42-A79)

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A SEWER EASEMENT FROM LAMPTON LOVE, INC. ON HIGHWAY 11 NORTH TO THE BOARD.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO ACCEPT THE SEWER EASEMENT FROM LAMPTON-LOVE, INC. AND TO PAY THEM \$10.00 FOR THE EASEMENT. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A SEWER EASEMENT FROM JERRY NEWBERRY ON HIGHWAY 11 NORTH TO THE BOARD.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO ACCEPT THE SEWER EASEMENT FROM JERRY NEWBERRY AND TO PAY HIM \$10.00 FOR THE EASEMENT. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE PROOFS OF PUBLICATION TO THE BOARD:

- A) ORDINANCE 1979 (42-A76)
- B) ORDINANCE 1986 (68-F)
- C) ORDINANCE 1994 (81)
- D) ORDINANCE 1979 (42-A77)
- E) NOTICE OF SPECIAL ELECTION
- F) PUBLIC NOTICE - PEGGY PARKER - ZONING
- G) NOTICE OF AUCTION
- H) ORDINANCE 1979 (42-A78)
- I) PUBLIC NOTICE - CDBG - BLOCK AD

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

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT A FEDERAL PA15A DIRECTOR BOX SERIAL # 76624 PROPERTY # 01382 HAS BEEN TRANSFERRED FROM THE FIRE DEPARTMENT TO THE POLICE DEPARTMENT.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE TRANSFER OF THE PA151 DIRECTOR BOX TO THE POLICE DEPARTMENT. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT HIS TERM AS A COMMISSIONER ON THE PINE BELT REGIONAL SOLID WASTE AUTHORITY BOARD WILL EXPIRE JUNE 15, 1994 AND THAT A NEW TWO (2) YEAR APPOINTMENT WILL NEED TO BE MADE.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO APPOINT MAYOR GAY FOR ANOTHER TWO (2) YEAR TERM. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE WRITTEN QUOTATIONS FOR A RADIX HAND-HELD METER READER AND SOFTWARE.

SEE EXHIBIT "C"

BBI, INC.	HAND-HELD METER READER	\$2,800.00
P O BOX 6178	SOFTWARE	<u>1,200.00</u>
PEARL, MISSISSIPPI		4,000.00
RADIX CORP	HAND-HELD METER READER	\$ 2,400.00
48J55 WILEY POST WAY	SOFTWARE	<u>10,083.00</u>
		\$12,483.00

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PURCHASE THE HAND-HELD METER READER FROM BBI, INC. AT A COST OF \$4,000.00. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE QUOTATIONS FOR THE USED ALTOS 1000 FOR THE POLICE DEPARTMENT.

SEE EXHIBIT "D"

BBI, INC.	ALTOS 1000	\$5,400.00
P O BOX 6178	TRADE-IN ALTOS 886	<u>- 800.00</u>
PEARL, MS. 39288		\$4,600.00
PREFERRED SYSTEM SOLUTIONS	ALTOS 1000	\$7,399.00
2021 SOUTH ELM PLACE		
BROKEN ARROW, OK 74012		

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ACCEPT THE QUOTATION FROM BBI, INC. FOR THE ALTOS 1000 IN THE AMOUNT OF \$5,400.00. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE EXIDE UPS 1000 NEEDED FOR ALTOS 1000 IN THE POLICE DEPARTMENT IS ON STATE CONTRACT AND SELLS FOR \$850.00.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO PURCHASE THE EXIDE UPS 1000 AT THE STATE CONTRACT PRICE FROM BBI, INC. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE WRITTEN QUOTATIONS FOR THE OKIDATA OL-810 LASER PRINTER.

SEE EXHIBIT "E"

BBI, INC. \$1,300.00 PLUS INSTALLATION  
P O BOX 6178  
PEARL, MS. 39288

PREFERRED SYSTEMS SOLUTIONS \$1,399.00 PLUS INSTALLATION  
2021 SOUTH ELM PLACE  
BROKEN ARROW, OK 74012

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO ACCEPT BBI, INC. LOW QUOTATION IN THE AMOUNT OF \$1,300.00. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE CLAIMS #29220 -#29571 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY CLAIMS #29220 -#29571 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A STATEMENT FROM KEN WEST FOR THE APPRAISAL OF THE RICHARD AND SARA DAVIS'S PROPERTY AT 301 W 1ST AVENUE IN PETAL FOR THE WEST 1ST AVENUE WIDENING PROJECT.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO PAY KEN WEST \$300.00. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE INVOICE FROM C.J. MORGAN, INC FOR THE EMERGENCY REPAIR OF THE SEWER LINE ON W 5TH AVENUE WHEN THE SEWER SERVICES AT THE WEST PETAL PRECINCT WERE DAMAGED BY A COUNTY CREW.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY C.J. MORGAN, INC \$1,475.00 FOR THE EMERGENCY REPAIRS AND TO BILL THE FORREST COUNTY SUPERVISORS FOR THE REIMBURSEMENT. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, CITY ATTORNEY THOMAS W TYNER REQUESTED THAT AUTHORITY BE GRANTED TO THE MAYOR AND CITY CLERK TO EXECUTE A WARRANT IN THE AMOUNT OF \$375.00 TO BE ISSUED TO THE COUNTY COURT WHEN THE ORDER IS ENTERED ON THE RICHARD AND SARA DAVIS EMINENT DOMAIN SUIT.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO ISSUE A WARRANT IN THE AMOUNT OF \$375.00 TO THE COUNTY COURT. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION CONCERNING THE BORROWING OF TEMPORARY FUNDS TO DEFRAY THE COST OF ACQUIRING A SOLID WASTE DISPOSAL SITE.

SEE EXHIBIT "F"

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 CERTIFICATES OF DEBT 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 AND OTHER NECESSARY EXPENDITURES IN CONNECTION WITH THE PROJECT, (ii) AGREEING TO SECURE A PORTION OF SUCH DEBT, (iii) AGREEING TO PAY A PORTION OF 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.

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

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING GUARANTY AGREEMENT FROM THE CITY OF PETAL, CITY OF LAUREL, CITY OF HATTIESBURG, PERRY COUNTY AND COVINGTON COUNTY TO TRUSTMARK NATIONAL BANK.

SEE EXHIBIT "G"

GUARANTY AGREEMENT

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE FOREGOING GUARANTY AGREEMENT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR PRESENTED THE FOLLOWING MEMORANDUM OF AGREEMENT AMONG THE CITY OF PETAL, CITY OF LAUREL, CITY OF HATTIESBURG, COVINGTON COUNTY AND PERRY COUNTY.

SEE EXHIBIT "H"

MEMORANDUM OF AGREEMENT

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE FOREGOING MEMORANDUM OF AGREEMENT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDINANCE SETTING THE USER CHARGE AND INDUSTRIAL WASTE SURCHARGES FOR THE USE OF THE PUBLIC SEWER AND A SEWER USER CHARGE SYSTEM CHART.

SEE EXHIBIT "I"

ORDINANCE 1994 (82)

AN ORDINANCE TO PROVIDE FOR THE COLLECTION OF USER CHARGES AND INDUSTRIAL WASTE SURCHARGES FROM USERS OF THE PUBLIC SEWAGE WORKS

AND

SEWER USER CHARGE SYSTEM CHART

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE AND USER CHARGE CHART. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE



WHEREAS, MAYOR GAY STATED THAT THE CITY OF PETAL TREE BOARD MET AND WOULD LIKE TO APPLY FOR A TREE GRANT WHERE THE CITY WOULD BE THE RECIPIENT OF THE SEEDLINGS AND THE AGRICULTURE DEPARTMENT AT PETAL HIGH SCHOOL WOULD RAISE THE TREES TO THE PLANTING STAGE FOR THE CITY'S USE.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE APPLICATION FOR THE GRANT. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A STREET TREE MASTER PLAN PREPARED FOR THE CITY BY HARTLEY P. FAIRCHILD AND ASSOCIATES.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ACCEPT AND ADOPT THE MASTER TREE PLAN. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE CITY WILL NEED TO MAKE THE ANNUAL PURCHASE OF WATER TREATMENT CHEMICAL AT THE STATE CONTRACT PRICE OF \$10,360.00 FROM BETZ ENTEC.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PURCHASE THE WATER TREATMENT CHEMICAL FROM BETZ ENTEC. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

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

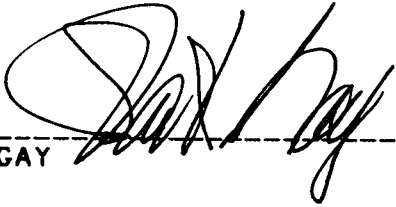
THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
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 7TH DAY OF JUNE, A.D., 1994.

  
-----  
JACK GAY  
MAYOR

(SEAL)

ATTEST:


  
-----  
PRISCILLA C. DANIEL  
CITY CLERK

EXHIBIT "A"

NOTICE OF RESIGNATION

This is to inform you of my resignation of employment with the Petal Fire Department effective may 26, 1994.

It has been a pleasure working as a Fireman for the city for the past Ten years as well as being able to help an serve the people of this community.

I have been given the opportunity to work for a large company in this area, which I have taken. This decision has taken a great deal of thought, but it will give me the opportunity for promotions as well as increase in pay.

Again, I want to say thank you, and I hope that I have been asset to the city and the PETAL FIRE DEPARTMENT.

LIEUTENANT Tommy Freeman EMT-B

*Tommy Freeman*

*5-22-94*

EXHIBIT "B"

ORDINANCE NUMBER 1979 (42-A79)

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO 1979 (42) OF THE CITY OF PETAL, MISSISSIPPI, AS AMENDED BY ORDINANCE NUMBERS 1979 (42-1) THROUGH 1979 (42-A78) SO AS TO CHANGE THE ZONING CLASSIFICATION OF SAID SECTIONS OF CERTAIN LAND IN SAID CITY FROM R-F (RURAL FRINGE DISTRICT) AND C-2 (GENERAL COMMERCIAL) AND R-3 (MEDIUM DENSITY RESIDENTIAL DISTRICT) TO R-4 (HIGH DENSITY RESIDENTIAL DISTRICT)

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance Number 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A78) be and the same is hereby changed and amended as per petition filed in connection therewith so that the land described as listed below. Change of current zoning classification from R-F (Rural Fringe District) and C-2 (General Commercial) and R-3 (Medium Density Residential District) to R-4 (High Density Residential District). Said land being more particularly described as follow, to wit:

W 1/2 NE 1/4 NE 1/4 NE 1/4 AND NW 1/4 NE  
1/4 NE 1/4 LESS 20 X 200 FT IN NWC TOTAL  
ACRES: 16.00

as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, is hereby classified and placed in the R-4 (High Density Residential District) of said City.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning Ordinance No. 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-A64) shall be and remain in full force and form as adopted on June 7, 1994.

SECTION 3. That this Ordinance take effect and be in full force from and after its passage as provided by law.

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

EXHIBIT "B"

Those present and voting "AYE" and in favor of the passage,  
adoption and approval of Sections 1, 2, and 3 of the  
foregoing Ordinance:

Alderman Raymond C. Brandle  
Alderman William H. Campbell  
Alderman Reuben Clepper  
Alderman Leroy Scott

Those present and voting "NAY" or against the  
adoption of any section of the foregoing Ordinance.

None

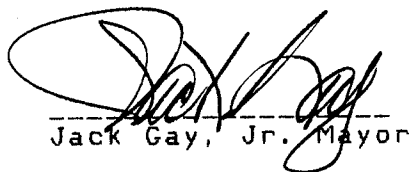
Those present and voting "AYE" and in favor of the  
adoption of the foregoing Ordinance as a whole:

Alderman Raymond C. Brandle  
Alderman William H. Campbell  
Alderman Reuben Clepper  
Alderman Leroy Scott

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


None

WHEREUPON, the foregoing ordinance be, and the same is  
hereby passed, adopted and approved on this the 7th day of  
June A.D. 1994.

  
\_\_\_\_\_  
Jack Gay, Jr. Mayor

(SEAL)

ATTEST:

  
\_\_\_\_\_  
PRISCILLA C. DANIEL  
CITY CLERK

publish 1 one time: JUNE 17, 1994.

EXHIBIT "C"

BBI, inc.

P.O. Box 6178  
Pearl, Mississippi 39288-6178

(601) 939-5516  
1-800-223-4460

**City of Petal  
Hand Held Proposal**

May 10, 1994

<u>Description</u>	<u>Total</u>
Radix Hand-Held Meter Reader 256K Memory Includes Battery Charger Includes Carrying Case	\$ 2,800.00
BBI, Inc. Software for Radix Interfaces with BBI, Inc. Utility Billing Software Includes ON-SITE Training	\$ 1,200.00
<b>Total Proposed Cost -----</b>	<b>\$ 4,000.00</b>

Thank You,



Jay Bishop

Marketing Representative

EXHIBIT "C"



USA  
4855 Wiley Post Way  
Salt Lake City, UT 84116  
(801) 537-1717  
(801) 328-3401 FAX

CANADA  
6471 Northam Drive  
Mississauga, ON L4V 1J2  
(416) 673-7222  
(416) 673-7436 FAX

Bill To:

City of Petal
P.O. Box 564
Petal, MS
39465
Cust No:

Ship To:

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

Page	1 of 1	PO No:
Date:		09-07-93
Order No:		
Agreement No:		
Pmt. Schedule:		Standard
Tax Exempt No:		
Delivery Date:		within 120 days
Ship Whole (Y/N):		N
Ship Via:		UPS
Sales Contact:		Pricilla Daniel
Phone No:		601-545-1776

Part Number	Description	Qty	Maint Per Month		Sale Price		
			Each (No Charge Items Blank)	Total	Each (No Charge Items Blank)	Total	
1	100768-486-04	FW60 256k/RMS Phosphorescent	1	24	24	2,400	2,400
2	100863-001-07	FL1 Loader Charger	1	3	3	289	289
3	KT0003	FL1 Support Kit	1				
4	500003-000-02	FL1/FL5 to PC Data Cable (9 pin conn)	1			30	30
5	S1126	RMS FW60 License Fee - Level III	1	125	125	4,000	4,000
6	S2008	1 Day On-Site Preinstall Analysis	1			1,500	1,500
7	S2005	3 Day On-Site Installation & Training	1			3,000	3,000
8	150	Extended Service	1			1,214	1,214
9	NA	Freight & Handling	1			50	50
10							
11							
12							
		Subtotals:				152	12,483

Purchase Price				152		12,483
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Customer Acceptance Installment				2,497		
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\*This order is made pursuant to a written agreement executed by each party hereto, the terms of which are hereby incorporated by reference. Extended service extends original 90-day warranty coverage on maintained items to 12 months. Monthly maintenance fees are billed and due quarterly, 30 days before the maintenance period begins.

Customer Authorized Signature	Date	Radix Authorized Signature	Date
Name (print)		Name (print)	
Title		Title	

EXHIBIT "D"

BBI, inc.

P.O. Box 6178  
Pearl, Mississippi 39288-6178

(601) 939-5516  
1-800-223-4460

**Petal Police Department  
Police Computer System**

March 25, 1994

Hardware Cost:

Altos 1000	\$ 5,400.00
8 MB Ram	
486 Processor	
440 MB Hard Drive	
16 I-O Ports	
150 MB Tape Drive	
Exide UPS 1000 <i>State Contract</i>	\$ 850.00
Trade-In Altos 886	\$ 800.00-
<b>Total Hardware Cost -----&gt;&gt;&gt;</b>	<b>\$ 5,450.00</b>

Software Cost:

Conversion of Court Data and Programs	\$ 2,000.00
Police Software Package	\$ 5,000.00
Includes:	
Calls for Service	
Affadavits/Warrants	
Tickets	
Accidents	
Complaints/Offense	
Also comes with 40 Hours ONSITE Training	
<b>Total Software Cost -----&gt;&gt;&gt;</b>	<b>\$ 7,000.00</b>

**Total Proposed Cost ----->>>>>>> \$ 12,450.00**

Thank You,

*Jay Bishop*  
Jay Bishop  
Marketing Representative



EXHIBIT "D"

MAY 26 '94 07:39AM BBI, INC.

P.2/2

MAY-25-1994 18:28

JBS

P.01

*Preferred System Solutions*

From: Preferred Systems Solutions

Date: May 25, 1994

CITY NAME	PERSON/FAX#
CITY OF PETAL P.O. BOX 564 PETAL, MS. 39465	PRISCILLA DANIEL
ALTOS 1000	\$7,399
80386 CPU	
440MB HD	
8MB RAM	
8 I/O PORTS	
INSTALLATION	700
TOTAL	<u>\$8,099</u>

SINCERELY,



PAULA LARSON  
ACCOUNT MANAGER

Our FAX number is 918-455-5302

2021 South Elm Place, Broken Arrow, OK 74012

EXHIBIT "E"

BBI, inc.

P.O. Box 6178  
Pearl, Mississippi 39288-6178

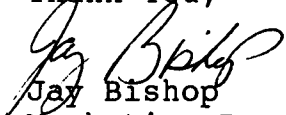
(601) 939-5516  
1-800-223-4460

**City of Petal**  
**Computer Equipment Proposal**

May 10, 1994

<u>Description</u>	<u>Total</u>
Okidata OL-810 8 Pages Per Minute Laser Printer Serial Interface Legal Tray On State Contract	\$ 1,300.00
2- Wyse 60 Terminals @ \$ 500.00 Ea.	\$ <sup>500.00</sup> <del>1,000.00</del>
Installation	\$ 350.00 <sup>200.00</sup>
<b>Total Proposed Cost -----&gt;&gt;&gt;&gt;&gt;&gt;&gt;</b>	<b>\$ 2,650.00</b>

Thank You,



Jay Bishop  
Marketing Representative

EXHIBIT "E"

MAY-20-1994 15:46

JBS

P.01

*Preferred System Solutions*

From: Preferred Systems Solutions

Date: May 20, 1994

CITY NAME	PERSON/FAX#
CITY OF PETAL P.O. BOX 564 PETAL, MS. 39465	PRISCILLA DANIEL
OL-810 PRINTER	\$1,399
INSTALLATION	\$ 300
TOTAL	<hr/> \$1,699

SINCERELY,



PAULA LARSON  
ACCOUNT MANAGER

Our FAX number is 918-455-5302

2021 South Elm Place, Broken Arrow, OK 74012

EXHIBIT "F"

**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 CERTIFICATES OF DEBT 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 AND OTHER NECESSARY EXPENDITURES IN CONNECTION WITH THE PROJECT, (ii) AGREEING TO SECURE A PORTION OF SUCH DEBT, (iii) AGREEING TO PAY A PORTION OF 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 July 1, 1995, 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 Board;

**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 a July 1, 1995, completion date;

EXHIBIT "F"

**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 a portion of 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 the City and Pine Belt that the interim debt incurred hereunder shall constitute a part of the Project and shall be repaid with a part of the proceeds of the long term debt incurred to construct the Project.

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

1. That this Board acknowledges receipt of the resolution of Pine Belt and concurs in the findings of the Board of Commissioners set forth therein.
2. That this Board 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, legal and other necessary expenditures in connection with the Project.
3. That this Board 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 a portion of such debt upon demand by the holder of such interim debt certificates in the event of failure or inability of Pine Belt to pay or repay the interim debt, plus accrued and unpaid interest thereon, when due.
4. That the Board hereby approves the Guaranty Agreement among the participating units of government in Pine Belt and Trustmark National Bank, Hattiesburg, Mississippi (the "Bank"), in substantially the form attached hereto 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 the Board hereby pledges as security for such indebtedness to be incurred by Pine Belt:
  - i. all such funds of the City that are otherwise unappropriated and available to be expended for such purpose;
  - ii. the avails of ad valorem taxes levied for this purpose, if any; and

EXHIBIT "F"

iii. the proceeds of any notes or bonds issued for this purpose, if any.

6. That the City is authorized to enter into the Guaranty 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.

7. That upon receipt of written notice by the holder or holders of Pine Belt's interim debt certificates, the City will fulfill and comply with its obligations under this resolution and the Guaranty within sixty (60) days of receipt of such written notice.

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

9. For purposes of ultimate responsibility for payment of the interim debt, as among the Participating Subdivisions but without affecting the City's obligation to the Bank, the obligation to pay the interim debt shall be determined pursuant to the Memorandum of Agreement attached hereto and made a part hereof.

10. That the Board 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.

11. 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 and the Memorandum of Agreement.

Alderman Reuben Clepper moved the adoption of the foregoing resolution. Alderman William H. Campbell seconded the motion.

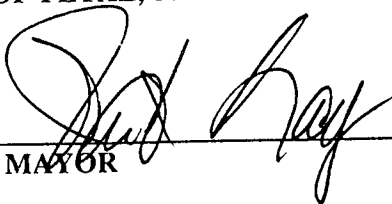
A roll call vote of all Aldermans present was as follows:

Alderman <u>Raymond C. Brandle</u>	voted: <u>Yea</u>
Alderman <u>William H. Campbell</u>	voted: <u>Yea</u>
Alderman <u>Reuben Clepper</u>	voted: <u>Yea</u>
Alderman <u>Leroy Scott</u>	voted: <u>Yea</u>
Alderman _____	voted: _____

EXHIBIT "F"

A majority of the Alderman present voted in favor of adoption of the resolution and the Mayor declared the resolution approved, this the 7th day of June, 1994.

CITY OF PETAL, MISSISSIPPI

BY:   
MAYOR

ATTEST:

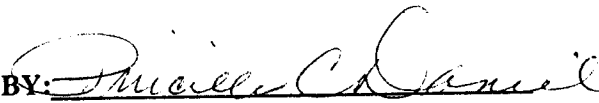
BY:   
CLERK

EXHIBIT "G"

**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 Trustmark National Bank, located 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 July 1, 1995, 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 a July 1, 1995, completion date;



EXHIBIT "G"

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) Each of the Participating Subdivisions is a political subdivisions of the State of Mississippi, 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.

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:

EXHIBIT "C"

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.

**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 about July 1, 1995. All subsequent Promissory Notes shall mature at or prior to July 1, 1995, 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

EXHIBIT "G"

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.

**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

EXHIBIT "G"

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.

**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.

EXHIBIT "C"

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 June 7, 1994, although actually executed on the 7th day of June, 1994.

CITY OF PETAL, MISSISSIPPI

BY: 

TITLE: MAYOR

ATTEST:

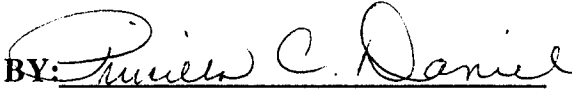
BY:   
TITLE: CITY CLERK

EXHIBIT "H"

**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").

**W I T N E S S E T H**

**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 July 1, 1995, 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 a July, 1995, 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

EXHIBIT "H"

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 a financial institution located in the Pine Belt area (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**, 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 at or about July 1, 1995 (unless extended by written consent of each participating Subdivision and the Bank) 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 and equipping of the solid waste disposal facility which is presently proposed to be located in Perry County; plus
- ii. the cost and expense of acquiring the proposed solid waste disposal facility site in Perry 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,

EXHIBIT "H"

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%
Perry 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 the total amount expended in 2(i) above 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



EXHIBIT "H"

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.

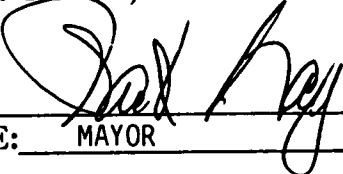
**Section 10. Liability to Bank Not Affected.** It is the intent of this Memorandum of Agreement to establish the respective rights and liabilities of the Participating Subdivisions as among themselves with respect to the Interim Debt Notes. Nothing contained herein shall be deemed to affect, lessen or alter in any way the joint and several obligations to Bank of each Participating Subdivision under the Guaranty.

**Section 11. Extension of Maturity of Notes.** The maturity date of the Interim Debt Notes may be extended by way of mutual written consent of each Participating Subdivision and the Bank and upon receiving written consent, this Memorandum of Agreement shall also be extended as set forth in such written consent.

EXHIBIT "H"

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 7th day of June, 1994.

CITY OF PETAL, MISSISSIPPI

BY:   
TITLE: MAYOR

ATTEST:

BY:   
TITLE: CITY CLERK

PB35MOA

ORDINANCE 1994 (82)

AN ORDINANCE TO PROVIDE FOR THE COLLECTION OF  
USER CHARGES AND INDUSTRIAL WASTE SURCHARGES  
FROM USERS OF THE PUBLIC SEWAGE WORKS

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE  
CITY OF PETAL, MISSISSIPPI:

SECTION 1. USER CHARGE

1.1 User charge shall be the charge levied on all users including, but not limited to, persons, firms, corporations or governmental entities that discharge, cause or permit the discharge of sewage into the public sewage works.

1.2 The user charge shall reflect the costs of operation and maintenance (including minor replacement) of the public sewage works, and retirement of existing debt and Revolving Fund Loans.

1.3 Each user shall pay its proportionate share of operation and maintenance (including minor replacement) costs based on volume of flow.

1.4 The Superintendent of the sewage works shall review not less often than every two years the sewage contributions of users, the total costs of operation and maintenance (including minor replacement) of the sewage works, and the user charge system. The Superintendent shall revise the user charge, if necessary, to accomplish the following:

1.4.1 Maintain the proportionate distribution of operation and maintenance costs among users as provided herein.

1.4.2 Generate sufficient revenue to pay the total operation and maintenance costs necessary for the proper operation and maintenance (including minor replacement) of the sewage works, and retirement of existing debt and Revolving Fund Loans.

1.5 All flow to the sewage works not directly attributable to users (i.e. infiltration/inflow) shall be distributed among all users of the sewage works based

EXHIBIT "I"

1.6 Each user shall be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the user charge which is attributable to operation and maintenance of the sewage works.

SECTION 2. SEWAGE RATE SCHEDULE

The following sewer rate schedule shall apply to each user of the sewage works. This schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

SEWER RATE SCHEDULE

Debt Service	Fixed O & M & R
\$1.50 flat rate	\$1.00/ 1,000

Budget figures arrived at in accordance with formula as shown on Memo 1 and 2.

SECTION 3. INDUSTRIAL WASTE SURCHARGE

3.1 In the event that a user discharges industrial wastes to the sewage works having an average Biochemical Oxygen Demand (BOD) content in excess of 240Mg/l and/or an average Suspended Solids (SS) content in excess of 300 mg/l, and/or an average Total Kjeldahl Nitrogen (TKN) content in excess of 40 mg/l, and/or an average grease content in excess of 100 mg/l, said industrial user shall pay a surcharge based upon the excess strength of their discharges.

3.2 Industrial user shall be defined as any nongovernmental, nonresidential user of the public sewage works which discharges more than the equivalent of 25,000 gallons per day (GPD) of sewage and which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

Division A - Agriculture, Forestry, and Fishing

Division B - Mining

Division D - Manufacturing

Division E - Transportation, Communication,

EXHIBIT "I"

Division I - Services

3.3 Any nongovernmental user of the sewage works shall also be considered an industrial user if such user discharges to the sewage works sewage which contains toxic pollutants or either singly or by interaction with other wastes, to contaminate the sludge of any municipal systems, or to injure or to interfere with any sewage treatment process, or which constitutes a hazard to humans or animals, creates a public nuisance, or creates any hazard in or has an adverse effect on the waters receiving any discharge from the sewage works.

3.4 The costs of treatment for each pound of BOD, SS, TKN and grease removed by the sewage works shall be reviewed at the end of each fiscal year and appropriate surcharge rates applied to the sewage billing. These rates shall be in effect until the next annual rate review.

SECTION 4. METHOD OF BILLING SURCHARGE

4.1 The industrial waste surcharge shall be based on the following formula, with the total applied to the monthly bill of affected users:

$$[A (E-240) + B(F-300) + C(G-40) + D(H-100)] \times 0.34/100 \times I \times J =$$

SURCHARGE PAYMENT (\$/Mo)

WHERE:

- A. Surcharge Rate for BOD, in \$/Pound
- B. Surcharge Rate for SS, in \$/Pound
- C. Surcharge Rate for TKN, in \$/Pound
- D. Surcharge Rate for Grease, in \$/Pound
- E. Industrial User's BOD Concentration, in mg/l
- F. Industrial User's SS Concentration, in mg/l
- G. Industrial User's TKN Concentration, in mg/l
- H. Industrial User's Grease Concentration, in mg/l
- I. Industrial User's Flow to Sewage Works, in 1000 gallons/day
- J. Number of Days in Month

4.2 No reduction in sewage service charges, fees, or taxes shall be permitted because of the fact that

certain industrial wastes discharged to the sewage works contain less than 240 mg/l of BOD, 300 mg/l of SS, 40 mg/l of TKN or less than 100 mg/l of grease.

#### SECTION 5. AMENDMENTS

The Ordinance shall be amended, as necessary, to comply with federal or State Regulations.

#### SECTION 6. VALIDITY

6.1 All ordinances or parts of ordinances in conflict herewith are hereby repealed.

6.2 The invalidity of any section, clause, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part or parts.

#### SECTION 7. ORDINANCE IN FORCE

This ordinance shall be in full force and effect from and after the date of June 7th, 1994.

#### SECTION 8. USER CHARGE SYSTEM

This ordinance construed in accordance with the User Charge System, Ordinance Number 1986 (68) of which reference is hereto made.

The above Ordinance was first reduced to writing and read and considered by Sections at the regular public meeting of the Mayor and Board of Aldermen and on motion duly made for the adoption of said Ordinance and seconded, a vote was taken as follows:

Those present and voting "Aye" and in favor of the passage, adoption and approval of Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9 of the foregoing Ordinance:

Aldermen Raymond C. Brandle  
Aldermen William H. Campbell  
Aldermen Reuben Clepper  
Aldermen Leroy Scott

Those present and voting "Nay" or against the passage, adoption and approval of the Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9 of the foregoing Ordinance:

None

EXHIBIT "I"

Those present and voting "Aye" and in favor of the passage, adoption and approval of the foregoing Ordinance as a whole:

Alderman Raymond C. Brandle  
Alderman William H. Campbell  
Alderman Reuben Clepper  
Alderman Leroy Scott


Those present and voting "Nay" or against the passage, adoption and approval of the Ordinance as a whole:

None

Thereupon the Mayor declared the Ordinance duly adopted this the 7th day of June, 1994, and declared same to be in full force and effect according to law.

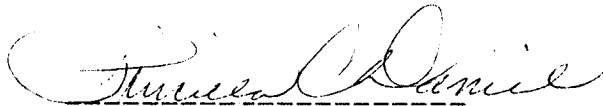
SECTION 9: ORDINANCE IN FORCE

1. This ordinance shall be in full force and effect from and after its passage, approval, recording and publications as provided by law.

  
-----  
JACK GAY  
MAYOR

(SEAL)

ATTEST:

  
-----  
PRISCILLA C. DANIEL  
CITY CLERK

(Publish 1 time: June 13, 1994)

EXHIBIT "I"

(exhibit A)

SEWER USER CHARGE SYSTEM  
CITY OF PETAL, MISSISSIPPI  
1993 WASTEWATER SYSTEM IMPROVEMENT PROJECT  
SRF C280-770-01  
JUNE 1, 1993

I. Billing Units - Estimated Annual Number of 1,000 gallon units

<u>User Classification</u>	<u>1993</u>
Domestic	443.862
Industrial	0
Total 1,000 gallon units	<u>443,862</u>

II. Operation and Maintenance Expense

A. Existing O&M - Based on current flows and loads, the annual O&M costs for wastewater collection and treatment are:

<u>Item</u>	<u>Cost</u>
Existing O&M	\$158,095.00
Domestic Portion	158,095.00
Industrial Portion	0.00

B. Future O&M

Total for additional O&M for new sewers	\$ 8,438.00
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III. Debt Retirement

- A. Existing Debt Service - \$97.650 per year
- B. SRF Loan Debt Retirement - 900,756 @ 4.5% for 20 years  
= 69.070 per year

IV. Proposed User Charge per 1,000 gallon billing unit - 1993 costs



EXHIBIT "I"  
 (exhibit A)

SEWER USER CHARGE SYSTEM  
 CITY OF PETAL, MISSISSIPPI  
 1993 WASTEWATER SYSTEM IMPROVEMENT PROJECT  
 SRF C280-770-01  
 JUNE 1, 1993

A. Expense Share

<u>Item</u>	<u>Domestic</u>	<u>Industrial</u>
Operation and Maintenance	166,583	-0-
Existing Debt Service	97,650	-0-
SRF Debt Service	69,070	-0-
Total	333,303	-0-

B. Proposed User Charges

	<u>Domestic</u>	<u>Industrial</u>
Annual Units Billed	443,862	-0-
Unit Charge	\$1.00	\$1.00
Annual Sewer User Fees	443,862	-0-

V. Proposed Sewage Rate Schedule

<u>Water Usage</u>	<u>Sewage Charge</u>
-0-	\$1.50
Per 1,000 gallons over 0	\$1.00 per 1,000 gal.

All water use below 1,000 gallons will have a minimum sewage charge of \$1.50. This charge shall cover overhead, debt retirement and other expenses.

EXHIBIT "I"

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EXHIBIT "I"

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