

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 NOVEMBER 21, 1995 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<br>WILLIAM H. CAMPBELL<br>REUBEN CLEPPER<br>LEROY SCOTT<br>SHELBY TIMS               |
| OTHERS        | FRANK DUNAWAY<br>DAN TOLBERT<br>Q. T. CONWAY<br>PACK 24 DEN 10 OF THE PETAL<br>CUB SCOUTS<br>AND OTHERS |

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

THE INVOCATION WAS OFFERED BY THOMAS W TYNER.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR GAY ASKED THAT THE FOLLOWING ITEMS BE ADDED TO THE AGENDA:

- X. GENERAL BUSINESS # 1.1 - FRANK DUNAWAY - SIGN GRANT
- X. GENERAL BUSINESS # 11 - ADDING OF 19.2 SYNCHRONET DIGITAL LINE SERVICE
- XVI. CONSIDERATION OF COMMITTEE - MEMBERSHIP IN USM CREDIT UNION

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE AGENDA AS AMENDED. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN BRANDLE MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF NOVEMBER 7, 1995 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MS. BE ACCEPTED AS WRITTEN. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, BILLY PADGETT OF 518 E. 5TH STREET ADDRESSED THE BOARD CONCERNING THE PROPOSED USE OF THE VACANT PROPERTY ACROSS THE STREET FROM HIS HOME.

THEREUPON, DAN TOLBERT, BUILDING INSPECTOR, STATED THAT THE TYPE OF STRUCTURES THE OWNER PLANS TO PUT ON THIS PROPERTY AND THE ZONING OF THE PROPERTY WILL DETERMINE WHETHER IT WILL REQUIRE A ZONING CHANGE AND WHAT WILL BE ALLOWED.

WHEREAS, MAYOR GAY INFORMED THE BOARD THAT THE CITY ENGINEER, RAYMOND DEARMAN, IS PREPARING EASEMENTS FOR THE DRAINAGE DITCH BEHIND THE METHODIST CHURCH AND WHEN COMPLETE THE CITY WILL BEGIN OBTAINING SIGNATURES OF THE OWNERS.

WHEREAS, MAYOR GAY REQUESTED THE WISHES OF THE BOARD CONCERNING THE LOGGING PERMITS.

THEREUPON, ALDERMAN SCOTT REQUESTED THAT THE MATTER BE TABLED UNTIL THE NEXT BOARD MEETING.

WHEREAS, MAYOR GAY STATED THAT FRANK DUNAWAY, CIVIL ENGINEER, HAS RECEIVED INFORMATION THAT FUNDING HAS BEEN RECEIVED FOR THE CITY'S TRAFFIC SIGN PROJECT.

THEREUPON, MR. DUNAWAY, STATED THAT THE FUNDING WILL ALLOW THE INVENTORYING OF ALL TRAFFIC SIGNS IN THE CITY THE FIRST YEAR BEGINNING OCTOBER 1996 AND THE CITY'S SHARE WILL BE 10% OR \$1,100.00. THE SECONDED YEAR THE REPLACEMENT OR POSTING OF THE SIGNS WILL BE APPROXIMATELY \$30,000.00 BUT THE CITY'S SHARE WILL ONLY BE FOR IN-KIND LABOR TO PLACE THE SIGNS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE GRANT APPLICATION FOR THE ENGINEERING ASSISTANCE SUPPORT ON THE SIGN INVENTORY GRANT. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER INCREASING JESSIE DICKERSON'S RATE OF PAY UPON THE COMPLETION OF HIS SIX (6) MONTH PROBATIONARY PERIOD.

#### ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY, UPON THE RECOMMENDATION OF MAYOR AND THE COMPLETION OF HIS SIX (6) MONTH PROBATIONARY PERIOD, TO INCREASE JESSIE DICKERSON'S RATE OF PAY.

IT IS HEREBY ORDERED THAT JESSIE DICKERSON'S RATE BE INCREASED TO \$ 7.75 PER HOUR EFFECTIVE NOVEMBER 23, 1995.

SO ORDERED ON THIS THE 21ST DAY OF NOVEMBER, A.D., 1995.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED INVOICE # 500785 IN THE AMOUNT OF \$17,588.25 FROM INSTITUFORM GULF SOUTH FOR THE TELEVISIONING AND CLEANING OF THE SEWER LINES FOR THE 1994 CDBG PROJECT.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY INVOICE # 500785 TO INSTITUFORM GULF SOUTH. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE CERTIFICATE OF THE CITY CLERK NOTING THE DATE OF POSTING OF THE NOTICE OF SPECIAL ELECTION .

SEE EXHIBIT "A"

CERTIFICATE OF CLERK

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ACCEPT THE CERTIFICATE OF THE CLERK. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE REPORT OF THE ELECTION COMMISSIONERS OF THE THE SPECIAL ELECTION.

SEE EXHIBIT "B"

ELECTION COMMISSIONERS REPORT OF THE SPECIAL ELECTION

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ACCEPT THE REPORT OF THE ELECTION COMMISSIONERS. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT IT IS NECESSARY TO ADVERTISE FOR BIDS FOR THE TWO (2) YEAR BANK DEPOSITORIES.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE BANK DEPOSITORIES FOR TWO (2) YEARS. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE TERM CONTRACT FOR ASPHALT WILL EXPIRE ON DECEMBER 31, 1995.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE ASPHALT FOR A SIX (6) MONTH TERM. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOF OF PUBLICATION:

A) NOTICE OF SPECIAL ELECTION - MS POWER FRANCHISE.

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE REQUEST FROM NEEL-SCHAFFER, INC. FOR THE FOLLOWING FINAL PAYMENTS ON THE 1994 HOME PROGRAMS:

RUTH DAVIS \$11,657.00 TO MARVIN BELL PROJECT # 3319500005  
HOWARD TEMPLE \$10,481. TO MARVIN BELL PROJECT # 3319500007  
DOROTHY HIGHTOWER \$9,957.00 TO MARVIN BELL PROJECT # 3319500008

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE PAYMENT OF THE FOREGOING UPON FINAL INSPECTION BY THE CITY INSPECTOR. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF OCTOBER TO THE BOARD.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF OCTOBER. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM DEPOSIT GUARANTY NATIONAL BANK FOR THE RELEASE OF THE FOLLOWING DESCRIBED SECURITIES:

SEE EXHIBIT "C"

LETTER - DGNB

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE CITY CLERK TO RELEASE THE REQUESTED SECURITIES TO DEPOSIT GUARANTY NATIONAL BANK. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING COLLATERAL SECURITY AGREEMENT BETWEEN THE CITY OF PETAL AND DEPOSIT GUARANTY NATIONAL BANK.

SEE EXHIBIT "D"

COLLATERAL SECURITY AGREEMENT

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE COLLATERAL SECURITY AGREEMENT BETWEEN THE CITY OF PETAL AND DEPOSIT GUARANTY NATIONAL BANK. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT IN ORDER FOR FORREST COUNTY TO INSTALL THEIR COMPUTER TERMINAL AND PRINTER FOR THE COLLECTION OF TAXES AT THE CITY HALL THE CITY WILL HAVE TO HAVE A 19.2 KBPS SYNCHRONET DIGITAL LINE SERVICE AT A COST OF \$767.80 FOR THE INSTALLATION AND \$120.00 PER MONTH FOR THE SERVICE LINE.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO HAVE THE LINE INSTALLED. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A TRAVEL REQUEST FOR THE CITY CLERK TO ATTEND THE MISSISSIPPI MUNICIPAL CLERKS CERTIFICATION UPDATE IN JACKSON, MS. DECEMBER 6 - 8, 1995.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ATTEND THE SEMINAR AND TO PAY THE EXPENSES. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR FIREMEN BRIAN TOWNSEND AND ERIC JONES TO ATTEND THE MS. STATE FIRE ACADEMY JANUARY 8 - FEBRUARY 16, 1995 IN JACKSON, MS.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE FIREMEN TOWNSEND AND JONES TO ATTEND THE FIRE ACADEMY AND TO PAY THEIR EXPENSES. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION  
DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD NOVEMBER 7,  
1995.

SEE EXHIBIT "E"

RESOLUTION DECLARING THE RESULTS OF THE SPECIAL ELECTION

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE  
CITY OF PETAL, MISSISSIPPI, DECLARING THE RESULT OF AN  
ELECTION DULY CALLED AND HELD ON THE 7TH DAY OF NOVEMBER,  
1995, TO ASCERTAIN THE WILL OF THE QUALIFIED ELECTORS OF  
THE CITY OF PETAL, MISSISSIPPI, TOUCHING THEIR APPROVAL  
OF A CERTAIN ORDINANCE PASSED BY THE MAYOR AND BOARD OF  
ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, ON THE 10TH  
DAY OF OCTOBER, 1995, ENTITLED "AN ORDINANCE GRANTING AN  
ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS  
SUCCESSORS AND ASSIGNS, INT HE CITY OF PETAL,, MISSISSIPPI.

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE PROCLAMATIONS BY GOVERNOR  
KIRK FORDICE DECLARING THANKSGIVING DAY AND THE DAY AFTER  
THANKSGIVING AND CHRISTMAS DAY AND THE DAY AFTER CHRISTMAS AS LEGAL  
HOLIDAYS PURSUANT TO SECTION 3-3-7, MISSISSIPPI CODE OF 1972.

THEREUPON, ALDERMAN SCOTT MADE A MOTION, PURSUANT TO THE  
CITY'S PERSONNEL POLICY, ADOPTING THE AFOREMENTIONED DAYS AS LEGAL  
HOLIDAYS FOR THE APPROPRIATE CITY OF PETAL EMPLOYEES. ALDERMAN TIMS  
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE PRIVILEGE LICENSE REPORT FOR  
THE MONTH OF OCTOBER TO THE BOARD.

WHEREAS, MAYOR GAY PRESENTED A LETTER FROM THE ATTORNEY REPRESENTING WILLIAM AND LILLIAN MCNEESE REQUESTING THAT THEIR CLIENTS' PROPERTIES IN THE CITY OF PETAL BE EXEMPT FROM THE SEWER ORDINANCE SINCE THE PROPERTIES ARE UNOCCUPIED AND HAVE BEEN FOR SEVERAL YEARS.

THEREUPON, THE BOARD INSTRUCTED THE MAYOR TO RESPOND TO THE MCNEESE' ATTORNEY WITH A DENIAL OF THE REQUEST.

WHEREAS, MAYOR GAY REQUESTED THE WISHES OF THE BOARD CONCERNING A REQUEST FOR MEMBERSHIP FOR THE CITY EMPLOYEES IN THE USM CREDIT UNION.

THEREUPON, ALDERMAN SCOTT MADE A MOTION THAT THE REQUEST BE MADE FOR MEMBERSHIP AND THAT THE CITY AGREE TO PAYROLL DEDUCT FOR THE CITY EMPLOYEES AT THEIR REQUEST. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

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

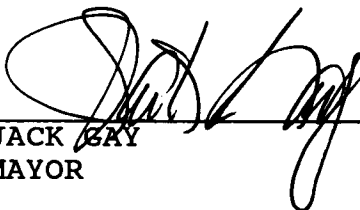
THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

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 21ST DAY OF NOVEMBER, A.D., 1995.

  
\_\_\_\_\_  
JACK GAY  
MAYOR

(SEAL)

ATTEST:


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



EXHIBIT "A"

STATE OF MISSISSIPPI  
COUNTY OF FORREST

CERTIFICATE OF CLERK

I, Priscilla Daniel, Clerk of the City of Petal, Mississippi, hereby certify that I have on the 16th of October, 1995, posted a notice dated October 10, 1995, of a special election to be held in the City of Petal, Mississippi, on the 7th of November, 1995, in at least three (3) public places within the City of Petal, Mississippi, and that said notice remained so posted until November 7, 1995.

This Certificate has been recorded in Minute Book 15 on Page \_\_\_\_\_ of the Minutes of the City of Petal, Mississippi.

GIVEN UNDER my hand and the official seal of the City of Petal, Mississippi, on this the 22 day of November, 1995.



Priscilla Daniel  
Clerk, City of Petal, Mississippi

CITY OF PETAL  
MINUTE BOOK 15  
REPORT OF ELECTION COMMISSIONERS

PAGE 296

EXHIBIT "B"

TO THE HONORABLE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL,  
MISSISSIPPI:

We, the undersigned, duly qualified Election Commissioners of the City of Petal, Forrest County, Mississippi, duly and legally authorized by law to hold a special election in the City of Petal, Forrest County, Mississippi on the question of granting a franchise to the Mississippi Power Company for a period of twenty-five (25) years, do hereby certify that on Tuesday, the 7th day of November, 1995, being the day fixed by the Mayor and Board of Aldermen of said City of Petal, Mississippi, said election was held by us in strict accordance with the law.

That said election was duly and legally held, conducted and concluded; that the results of said election are as follows, to-wit:

|  |             |
|--|-------------|
| For the Franchise                            | <u>1497</u> |
| Against the Franchise                        | <u>115</u>  |
| Ballots rejected because of improper marking | <u>1</u>    |

That a majority of the qualified electors of the City of Petal, Mississippi, voting thereon, voted in favor of this franchise, and we, the undersigned Election Commissioners of the City of Petal, Mississippi, do hereby certify that the election carried in favor of the Franchise.

This the 8th day of November, 1995.

*L. J. ...*  
*Wm. T. McWilliam*  
*William E. Bullard*

Election Commissioners

FILED in my office this 8th day of November, 1995.

*Priscilla Daniel*  
Priscilla Daniel  
Clerk, City of Petal, Mississippi

EXHIBIT "C"



DEPOSIT GUARANTY NATIONAL BANK®

November 15, 1995

Post Office Box 1200  
Jackson, Mississippi 39215-1200

Ms. Priscilla Daniel, City Clerk  
City of Petal  
P. O. Box 564  
Petal, MS 39465-0564

Dear Ms. Daniel:

The security listed below is being called on November 22, 1995. Therefore, will you please instruct by Fax (615-256-0546) as soon as possible and by follow-up letter to

Fred Johnson  
Attn: Bookentry Transfer Department  
Federal Reserve Bank - Nashville Branch  
301 Eighth Avenue, North  
Nashville, TN 37203-4407

to release free to Deposit Guaranty National Bank the following described security:

| <u>PAR AMOUNT</u> | <u>DESCRIPTION</u> | <u>MATURITY</u> | <u>COUPON</u> | <u>CUSIP#</u> |
|-------------------|--------------------|-----------------|---------------|---------------|
| \$300,000         | FHLB               | 11-22-99        | 8.03%         | 313390C87     |

This security will be substituted with the following:

|           |           |          |       |           |
|-----------|-----------|----------|-------|-----------|
| \$300,000 | UST NOTES | 10-31-97 | 5.75% | 912827H47 |
|-----------|-----------|----------|-------|-----------|

Also, please send a copy of the above letter to my attention.

Should you have any questions, please feel free to contact me at 354-8016.

Thank you for your prompt assistance in this matter.

Sincerely,

Stephen F. Blackwood  
Public Funds Officer

EXHIBIT "D"

COLLATERAL SECURITY AGREEMENT  
FOR MISSISSIPPI PUBLIC FUNDS DEPOSITS

THIS COLLATERAL SECURITY AGREEMENT is made and entered into on this day by and between the City of Petal, hereinafter called "Depositor", and Deposit Guaranty National Bank, a National banking association, organized under the laws of the State of Mississippi, and authorized by law to do banking business in the state of Mississippi, hereinafter called "Bank".

RECITALS

Through action of its governing Board, Depositor has designated Bank as a depository for funds of the Depositor. During the term of this Collateral Security Agreement, the Depositor will, through appropriate action of its governing Board, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of the Depositor in any and all matters of every kind arising under the Collateral Security Agreement. Bank's Customer Service Depositor or other pertinent Agreement, is incorporated herein for all purposes; however, to the extent that any provisions therein conflict with any provisions herein, this Collateral Security Agreement will control.

Funds on deposit with Bank to the credit of the Depositor are required to be secured by Collateral as provided for by the laws and statutes of the State of Mississippi. Under the terms of this Agreement, as hereinafter described, Bank shall grant to Depositor a security interest in certain Collateral. The parties shall name and designate a statutory third party custodian (hereinafter called the "Custodian,") which will hold the Collateral in a joint custody account for the benefit of the Depositor. Depositor shall have entered into or shall in the future enter into a separate Custodial Agreement with such Custodian, which is incorporated herein by reference.

THEREFORE, in consideration of the foregoing and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

I. Bank hereby pledges to Depositor, and grants to Depositor a security interest in, those assets (hereinafter called the "Collateral" or "substitute Collateral") owned by Bank and held by Custodian for the benefit of Depositor, in accordance with the terms of this Collateral Security Agreement, to secure the deposits held by Bank for Depositor. Depositor shall at all times have a first priority perfected security interest in the Collateral held by Custodian for the benefit of Depositor, and Bank shall not incur the Collateral to defeat Depositor's position nor hinder Depositor's ability to collect upon the Collateral under this Agreement.

II. The total of the market value of the Collateral securing such deposits will be in such an amount to comply with the applicable statutes of the State of Mississippi.

III. Bank has heretofore, or will hereafter, deliver to Custodian Collateral of the kind and character permitted by said statutes of sufficient amount and market value to provide adequate Collateral for the funds of Depositor deposited with Bank as required by said statutes. Said Collateral, or substitute Collateral as hereinafter provided for, shall be kept and retained by Custodian in trust so long as the depository relationship between Depositor and Bank shall exist hereunder, and thereafter so long as deposits made by Depositor with Bank, or any portion thereof, shall have been properly paid out by Bank to Depositor or on its order. Custodian shall not release any such Collateral without the written permission of Depositor, except as authorized under this Agreement.

IV. Bank shall cause Custodian to accept said Collateral and hold the same in trust for the purposes herein stated.

V. Should Bank fail at any time to pay and satisfy, when due, any check, draft, warrant, or voucher lawfully drawn against any deposit of Depositor, or in case Bank becomes insolvent or in any manner breaches its contract with Depositor, Depositor may give written demand for cure or reparation of such failure, insolvency or breach to Bank, and Bank shall within five business days from receipt of such notice cure such failure, insolvency or breach. In the event Bank shall fail to cure such failure, insolvency or breach within five business days of receiving said written notice, it shall be the duty of Custodian, upon written demand of Depositor announcing the default of Bank under this Agreement, to surrender the above-described Collateral to the Depositor. Depositor may sell or cause to be sold all or part of such Collateral and out of the proceeds thereof pay Depositor all damages and losses sustained by it, together with all reasonable expenses of any and every kind incurred by it on account of such failure, insolvency or breach, or sale, accounting to Bank for the remainder, if any, of said proceeds or Collateral remaining unsold. Bank shall remain liable for any deficiency after sale and reasonable expenses.

EXHIBIT "D"

VI. Any sale of such Collateral, or part thereof, made by Depositor hereunder may be made either at public or private sale; provided, however, it shall give Bank ten days written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder for cash. Depositor and Bank shall have the right to bid at such sale.

VII. If at any time the aggregate market value of such Collateral so deposited with Custodian is less than the total sum required under said statutes, Bank shall within one business day deposit with Custodian such additional Collateral as may be necessary to cause the market value of such Collateral to equal the total amount of required Collateral. Bank shall make reasonable efforts to monitor the amount of deposits of Depositor, but it shall be the duty of Depositor to notify Bank of any significant increases in deposits. Bank shall monitor the market value of the Collateral at least monthly.

VIII. If Bank shall desire to sell or otherwise dispose of any one or more of said securities (Collateral) so deposited with Custodian, Bank may substitute for any one or more of such securities other securities of the same market value and character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank at any time and as often as it may desire; provided, however, that the aggregate market value of all Collateral pledged at any time shall be at least equal to the amount of Collateral required hereunder. With the tender of substitute Collateral to Custodian, Bank hereby warrants that the substitute Collateral will be of the same or greater market value as the Collateral released and of the kind and character permitted under the statutes. With respect to Collateral released under this paragraph, the security interest in such Collateral shall terminate upon proper and sufficient substitution.

IX. Bank shall be entitled to any and all income, interest, dividend or periodic payments of principal plus prepayments of principal on securities held by Custodian, and Custodian may dispose of such income as directed by Bank without approval of Depositor, provided that Depositor has not notified Custodian that Bank is in default under this Agreement.

X. Bank shall, or Bank shall cause Custodian to, promptly forward to Depositor copies of safekeeping or trust receipts covering all such Collateral held by Custodian for the benefit of Depositor, including substitute Collateral as provided for herein, and such receipts, or copies thereof, shall be deemed part of this Agreement. However, when the State Treasurer is the Depositor, Custodian shall send such receipts directly to the Treasurer's office. Bank shall, or Bank shall cause Custodian to, remit statements of account of the Collateral to Depositor or its auditors at least semi-annually.

XI. Securities (Collateral) delivered to Custodian in contemplation of or subsequent to execution of this Agreement, may be acceptable and effective as security for the purposes of this Agreement with or without specific mention by resolution of the appropriate governing committee or board of Bank or the governing body of Depositor.

XII. If at any time the Collateral in the hands of Custodian shall have a market value in excess of that required by said statutes, Depositor shall within one business day upon demand by Bank, authorize Custodian to release a specified amount of such excess of Collateral, and Custodian shall deliver this specified amount of Collateral (or specified securities) to Bank, taking its receipt therefor, and Custodian shall have no further liability for Collateral so redelivered to Bank under this paragraph, and the security interest provided for hereunder shall terminate with respect to such released collateral.

XIII. Either Depositor or Bank shall have the right to terminate this Agreement by advance written notice to the other of its election to do so, and this Agreement shall be null and void from and after the expiration of sixty days after the receipt of such notice, or when, upon notice of termination, all deposits of Depositor have been paid out by Bank. Upon such proper termination of this Agreement, the security interest provided for herein shall terminate, and Depositor shall immediately give Custodian written notice of such termination, whereupon Custodian shall re-deliver the Collateral to Bank.

XIV. When the depository relationship of Depositor and Bank shall have ceased to exist, and when Bank shall have properly paid out all deposits of Depositor, it shall be the duty of Depositor to immediately give Custodian written notice to that effect; whereupon Custodian shall redeliver to Bank all Collateral then in its possession belonging to Bank, taking its receipt therefor. Upon such notice that all deposits have been properly paid out, the security interest provided for herein shall terminate. However, unless a notice of termination (as described in paragraph XIII, above) shall have been previously delivered, this Agreement shall be reinstated when a depository relationship shall be reinstated between Depositor and Bank.

XV. This Agreement shall be governed by the laws of the State of Mississippi. Any modifications to this Agreement, or change in Custodian, shall be agreed to and in writing signed by Depositor and Bank. This Agreement is continuing and binding upon Bank and its successors and assigns, and shall inure to the benefit of Depositor and its successors and assigns.

XVI. Bank shall not utilize a Custodian for the purpose of holding Collateral for the benefit of a public funds Depositor if such Bank and Custodian are owned by a single bank holding company.

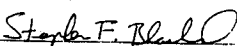
XVII. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

XVIII. A copy of the resolution of the appropriate governing committee or board of Bank authorizing execution of this Agreement is attached hereto.

XIX. As used in this Agreement, the term "business day" shall mean a day in which the Federal Reserve Bank shall be open for the transaction of business.

EXECUTED ON THIS THE 27 DAY OF October, 1995, by the undersigned duly authorized officer of Bank.

FOR BANK:

  
Title: Assistant Vice President

EXECUTED ON THIS THE 29 DAY OF November, 1995, by the undersigned duly authorized officer of Depositor.

FOR DEPOSITOR:

EXHIBIT "E"

**RESOLUTION DECLARING THE RESULTS OF A SPECIAL ELECTION**

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, DECLARING THE RESULT OF AN ELECTION DULY CALLED AND HELD ON THE 7TH DAY OF NOVEMBER, 1995, TO ASCERTAIN THE WILL OF THE QUALIFIED ELECTORS OF THE CITY OF PETAL, MISSISSIPPI, TOUCHING THEIR APPROVAL OF A CERTAIN ORDINANCE PASSED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, ON THE 10TH DAY OF OCTOBER, 1995, ENTITLED "AN ORDINANCE GRANTING AN ELECTRIC FRANCHISE TO MISSISSIPPI POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, IN THE CITY OF PETAL, MISSISSIPPI.

BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Petal, Forrest County, Mississippi:

1. That on the 10th day of October, 1995, at the regular meeting of the Mayor and Board of Aldermen an ordinance was duly adopted by said Mayor and Board of Aldermen entitled: "An Ordinance Granting an Electric Franchise to Mississippi Power Company, its Successors and Assigns, in the City of Petal, Mississippi."

2. That it was provided in Section 14 thereof that such ordinance should take effect and be in force from and after its passage by the Mayor and Board of Aldermen and ratification by a majority of the qualified electors of the City of Petal, Mississippi, voting thereon, at a special election to be called and held for such purposes and its due and legal publication according to law.

3. That the Mayor and Board of Aldermen on the 10th day of October, 1995, duly adopted a resolution calling an election to be held on the 7th day of November, 1995, to ascertain the will of the qualified electors of the City of Petal, Mississippi, as to their approval or disapproval of such ordinance. A notice of special election thereon, including the ordinance as adopted, was duly posted within the municipality and published as required by law in the *Hattiesburg American* and proof of publication thereof is attached hereto and incorporated herein as part of this Resolution

4. That said election was duly held on the 7th day of November, 1995, and in all respects according to law, and due report thereof has been made and duly filed and is now on file in the proper office of the City of Petal, Mississippi.

5. That in said election 1612 qualified electors voted of which 1497 voted for the approval of said ordinance and 115 voted against the approval of said ordinance, and that a majority of the qualified electors, voting thereon, approved said ordinance.

6. That all things legal, necessary and proper for the holding of such election to ascertain the will of the qualified electors of the City of Petal, Mississippi, as to the approval or disapproval of said ordinance have been done and performed according to law and that such ordinance entitled "An Ordinance Granting an Electric Franchise to Mississippi Power Company," has been duly approved and ratified by a majority of the qualified electors of the City of Petal, Mississippi, voting thereon, and is now in full force and effect as an ordinance of the City of Petal, Mississippi.

The within and foregoing resolution was reduced to writing and considered by sections at a meeting of the Mayor and Board of Aldermen of the City of Petal, Mississippi, on November 21, 1995, and upon motion of Alderman Clepper, duly seconded by Alderman Tims, that it be adopted, a final yea and nay vote was taken, which resulted as follows:

Voting Yea:  
Alderman Brandle \_\_\_\_\_ Alderman Scott \_\_\_\_\_  
Alderman Campbell \_\_\_\_\_ Alderman Tims \_\_\_\_\_  
Alderman Clepper \_\_\_\_\_

Voting Nay:  
None

Whereupon it was declared adopted.  
Approved this the 21 day of November, 1995.

  
\_\_\_\_\_  
MAYOR

ATTEST:  
