

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 DECEMBER 20, 2005 AT 7:00 P.M. IN THE COURTROOM OF SAID CITY.

THOSE PRESENT	MAYOR CARL SCOTT
ATTORNEY	THOMAS W TYNER
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS	BRO JIMMIE GARRARD CHIEF LEE SHELBOURN ASST CHIEF DON SEALY CHIEF RICHARD BRYANT SHELIA EATON PENNY DUNHAM NETTIE FARRIS AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY BRO. JIMMIE GARRARD.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR SCOTT PRESENTED THE AGENDA WITH THE FOLLOWING CHANGES:

- IX. GENERAL BUSINESS:
 - 10. REQUEST A CONDITIONAL USE ON PROPERTY LOCATED AT 111 W 5TH AVENUE
 - 11. REQUEST TO EXECUTE NEGOTIABLE NOTE AT TRUSTMARK IN AMOUNT OF \$48,240.00.
 - 12. REQUEST TO ACCEPT THE COMMITTEE APPOINTMENTS
- XI. ORDERS & ORDINANCES
 - 4. REQUEST TO HIRE JONATHAN WILDMAN IN THE POLICE DEPARTMENT AS SECOND CLASS EFFECTIVE JANUARY 4, 2006.
 - 5. REQUEST TO HIRE JOSEPH HUMPHREY IN THE POLICE DEPARTMENT AS THIRD CLASS EFFECTIVE JANUARY 4, 2006.
- XII. RESOLUTIONS & PROCLAMATION
 - 1. REQUEST TO ADOPT RESOLUTION TO REDEEM SERIES BOND 1990

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING CHANGES. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MINUTES OF THE REGULAR MEETING OF DECEMBER 6, 2005, AND THE SPECIAL MEETING OF DECEMBER 12, 2005 AND SPECIAL MEETING OF DECEMBER 14, 2005.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF DECEMBER 6, 2005, SPECIAL MEETING OF DECEMBER 12, 2005 AND SPECIAL MEETING OF DECEMBER 14, 2005 BE ADOPTED AS WRITTEN. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT CALLED FOR PUBLIC COMMENT

DANIEL WARREN, 312 BAKER STREET, ADDRESSED THE MAYOR AND BOARD OF ALDERMEN ABOUT BEING CHARGED FOR SEWER WHEN HE IS ON A SEPTIC TANK. MR WARREN STATED THAT HE HAS BEEN PAYING FOR SEWER, BUT NOW SINCE THE RATES HAVE GONE UP, HE WOULD LIKE FOR THE SEWER TO BE TAKEN OFF HIS WATER BILL.

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR BANK DEPOSITORIES.

SEE EXHIBIT "A"

BIDS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT EACH THE FOREGOING BIDS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR THE ASPHALT/ASPHALT OVERLAY SIX (6) MONTH TERM CONTRACT. THE BIDS READ AS FOLLOWS TO WIT:

DUNN ROADBUILDERS P O BOX 6560 LAUREL, MS 39441	FOB PLANT \$36.80	IN-PLACE \$50.00 (PER TON)
WARREN PAVING P O BOX 572 HATTIESBURG, MS 39403	\$34.50	\$51.50 (PER TON)

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT BOTH OF THE FOREGOING BIDS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR FIRE TRUCK.

PIERCE \$357,650.00

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TAKE THE BID UNDER ADVISEMENT UNTIL THEY COULD LOOK AT THE SPECIFICATIONS. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO PURCHASE A 2006 GMC CANYON PICKUP, AT STATE CONTRACT FOR BID PRICE OF \$12,460.00, FOR THE BUILDING DEPARTMENT

SEE EXHIBIT "B"

STATE CONTRACT

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PURCHASE THE 2006 GMC CANYON PICKUP AT STATE CONTRACT BID PRICE IN THE AMOUNT OF \$12,460.00 FOR THE BUILDING DEPARTMENT. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO PAY ESTIMATE #5 TO STORM RECONSTRUCTION SERVICES IN AMOUNT OF \$270,975.17 FOR SEWER EXTENSION.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ESTIMATE #5 TO STORM RECONSTRUCTION SERVICES IN AMOUNT OF \$270,975.17 FOR SEWER EXTENSION. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF NOVEMBER 2005

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF NOVEMBER 2005. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER

ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE SPECIFICATIONS FOR THE BALL PARK LIGHTING AS PREPARED BY LARRY JO DAUGHTRY.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE SPECIFICATIONS FOR THE BALL PARK LIGHTING AS PREPARED BY LARRY JO DAUGHTRY. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ADVERTISE FOR BIDS ON BALLPARK LIGHTING.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS ON BALLPARK LIGHTING PURSUANT TO THE SPECIFICATIONS ADOPTED BY THE CITY. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM DR. RAMON NAPIER TO REIMBURSE HIM \$384.84 FOR PAYMENT OF A CULVERT TO BE INSTALLED THAT HAS NOT BEEN DONE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO REFUND DR. RAMON NAPIER \$384.84 FOR PAYMENT OF A CULVERT THAT WAS NOT INSTALLED. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROOFS OF PUBLICATION TO THE BOARD:

- A. NOTICE TO BIDDERS-ASPHALT/ASPHALT OVERLAY
- B. NOTICE TO BIDDERS-CITY HALL, REC DEPARTMENT, CIVIC CENTER, FIRE STATION #2
- C. ORDINANCE 2005(4)-GARBAGE DUMPSTERS
- D. ORDINANCE 1979(42A-171) CURB PARKING
- E. ORDINANCE 2005(6)-TREE PRESERVATION
- F. ORDINANCE 1991(75A-3)CURB AND GUTTER
- G. ORDINANCE 2005(7) DWELLING OCCUPANCY

- H. ORDINANCE 2005(5) RENTAL PROPERTY
- I. PUBLIC NOTICE-ROADBLOCKS

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE REVENUE AND EXPENDITURES REPORT FOR THE MONTH OF NOVEMBER 2005.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURES REPORT FOR THE MONTH OF NOVEMBER 2005. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED AN INTERLOCAL AGREEMENT WITH THE CITY OF PETAL AND THE NARCOTICS ENFORCEMENT TEAM

SEE EXHIBIT "C"

INTER-LOCAL AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE INTER-LOCAL AGREEMENT WITH THE CITY OF PETAL AND THE NARCOTICS ENFORCEMENT TEAM. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM FLYNT AND ASSOCIATES, PLLC TO PLACE A CULVERT UNDER CARTERVILLE ROAD TO SERVICE DEER RUN SUBDIVISION, PHASE I.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE REQUEST FROM FLYNT AND ASSOCIATES, PLLC TO PLACE A CULVERT UNDER CARTERVILLE ROAD TO SERVICE DEER RUN SUBDIVISION, PHASE I. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE

ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM CHARLIE GRIGGS, 111 W 5TH AVENUE, FOR A CONDITIONAL USE ON HIS PROPERTY.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO GRANT A CONDITIONAL USE ON THE PROPERTY LOCATED AT 111 W 5TH AVENUE TO ALLOW MR GRIGGS TO HAVE A CAR LOT AND TO HAVE ONLY TWO (2) VEHICLES ON THE LOT

DIED DUE TO A LACK OF A SECOND.

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE NEGOTIABLE NOTE IN AMOUNT OF \$48,240.00 AT TRUSTMARK TO PAY FOR THE 12 ACRES OF LAND LOCATED ON DAWSON CUTOFF.

SEE EXHIBIT "D"

NEGOTIABLE NOTE

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE NEGOTIABLE NOTE IN AMOUNT OF \$48,240.00 AT TRUSTMARK. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE CONCILIATION BOARD COMMITTEE APPOINTMENTS AS FOLLOW:

LOCAL ATTORNEY	GLEN WHITE
CITY EMPLOYEE	JOHN THOMSEN
ALDERMAN	LIESA WEAVER

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE TREE BOARD COMMITTEE AS FOLLOW:

LEADER	JOHN SMALLWOOD
MEMBER	FRED CURRY
MEMBER	JOHN HUDDLESTON

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY

ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE COMMUNITY APPEARANCE
COMMISSION COMMITTEE AS FOLLOW:

PATRICIA MARENO
MICHAEL THORTON
STACY THOMPSON
JULIE BARNES

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE RECOMMENDATION TO APPOINT
DAVID SMITH TO THE PLANNING COMMISSION FOR A TERM TO EXPIRE JULY 2007

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO APPOINT DAVID SMITH TO
THE PLANNING COMMISSION FOR A TERM TO EXPIRE JULY 2007. ALDERMAN CLAYTON
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE:

SEE EXHIBIT "E"

ORDINANCE 2005(4-1)

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE FOREGOING
ORDINANCE. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING DENNIS
HAWK.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A LABORER IN THE STREET DEPARTMENT.

IT IS HEREBY ORDERED THAT DENNIS HAWK BE HIRED AS A LABORER IN THE STREET DEPARTMENT AT A RATE OF \$7.00 PER HOUR EFFECTIVE DECEMBER 27, 2005.

SO ORDERED ON THIS THE 20TH DAY OF DECEMBER, 2005.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER TRANSFERRING FRANK ROGERS TO THE SANITATION DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO TRANSFER A LABORER FROM THE STREET DEPARTMENT TO THE SANITATION DEPARTMENT.

IT IS HEREBY ORDERED THAT FRANK ROGERS BE TRANSFERRED FROM THE STREET DEPARTMENT TO THE SANITATION DEPARTMENT EFFECTIVE DECEMBER 21, 2005.

SO ORDERED ON THIS THE 20TH DAY OF DECEMBER, 2005.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING JONATHAN WILDMAN IN THE POLICE DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A POLICE OFFICER, UPON THE RECOMMENDATION OF CHIEF LEE SHELBOURN.

IT IS HEREBY ORDERED THAT JONATHAN WILDMAN BE HIRED IN THE POLICE DEPARTMENT AS 2ND CLASS OFFICER AT A RATE OF \$27,100.00 ANNUALLY EFFECTIVE JANUARY 4, 2006.

SO ORDERED ON THIS THE 20TH DAY OF

DECEMBER, 2005.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING JOSEPH HUMPHREY IN THE POLICE DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A POLICE OFFICER, UPON THE RECOMMENDATION OF CHIEF LEE SHELBOURN.

IT IS HEREBY ORDERED THAT JOSEPH HUMPHREY BE HIRED IN THE POLICE DEPARTMENT AS 3RD CLASS OFFICER AT A RATE OF \$26,100.00 ANNUALLY EFFECTIVE JANUARY 4, 2006.

SO ORDERED ON THIS THE 20TH DAY OF DECEMBER, 2005.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING RESOLUTION.

SEE EXHIBIT "F"

RESOLUTION AUTHORIZING THE MAYOR OR CLERK OF THE CITY OF PETAL, MISSISSIPPI (THE "CITY") TO PROVIDE A WRITTEN NOTIFICATION TO BANCORPSOUTH BANK (FORMERLY BANK OF MISSISSIPPI), JACKSON, MISSISSIPPI, PAYING AGENT FOR THE CITY OF PETAL, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 1990, DATED FEBRUARY 1, 1990, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$825,000 (THE "1990 BONDS"), OF (I) THE CURRENT REFUNDING OF CERTAIN MATURITIES OF THE OUTSTANDING 1990 BONDS WITH THE FUNDS TO BE PROVIDED FROM THE PROCEEDS OF THE CITY'S LOAN (THE "LOAN") WITH THE MISSISSIPPI DEVELOPMENT BANK UNDER THE TERMS AND PROVISIONS OF A LOAN AGREEMENT SECURED BY A NOT TO EXCEED \$8,500,000 PROMISSORY NOTE (PETAL, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM PROJECT) (THE "SERIES 2006 NOTE") WHICH LOAN WILL BE FUNDED FROM THE PROCEEDS OF A NOT TO EXCEED \$8,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS SERIES 2006 (PETAL, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM PROJECT) (THE "SERIES 2006 BONDS"); AND (II) THE OPTIONAL REDEMPTION OF THE 1990 BONDS MATURING IN YEARS 2007 THROUGH 2010, BOTH INCLUSIVE, ON FEBRUARY 1, 2006, AT PAR.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT REQUESTED AN EXECUTIVE SESSION TO DISCUSS LITIGATION

THEREUPON, ALDERMAN MOORE MADE A MOTION TO CLEAR THE ROOM TO DETERMINE IF AN EXECUTIVE SESSION IS REQUIRED. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

MAYOR SCOTT REOPENED THE MEETING.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION TO DISCUSS LITIGATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

THERE WAS NO OFFICIAL ACTION TAKEN DURING THE EXECUTIVE SESSION.

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO AUTHORIZE THE CITY ATTORNEY TO BRING ACTION AGAINST ANY INDIVIDUAL OR ENTITY WHO IS NOT IN COMPLIANCE WITH THE CITY ZONING ORDINANCE.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY ATTORNEY TO BRING ACTION AGAINST ANY INDIVIDUAL OR ENTITY WHO IS NOT IN

COMPLIANCE WITH THE CITY ZONING ORDINANCE. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

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 20TH DAY OF DECEMBER, A.D., 2005.



CARL SCOTT
MAYOR

(SEAL)

ATTEST:



JEAN SHEE
CITY CLERK



CITY OF PETAL
MINUTE BOOK 25

Trustmark National Bank
Post Office Box 1071
Hattiesburg, Mississippi 39401-1071
601 544 8100

282

EXHIBIT "A"



December 19, 2005

December 19, 2005

Mayor Carl Scott,
Board of Aldermen and
Jean Ishee, City Clerk
City of Petal
8th Avenue
Petal, MS 39465

Dear Sirs and Madams:

BancorpSouth Bank, a state banking association, does hereby respectfully offer to serve as sole depository for all funds, or any part thereof of the City of Petal for the fiscal years 2006 and 2007.

BancorpSouth will comply with all the laws and statutes of the State of Mississippi and in accordance with Section 27-105-305, 27-105-353 and 27-105-363 Mississippi Code of 1972, Annotated, to properly qualify upon being designated as sole depository and will pledge in an amount of 100% of the maximum sum to be placed on deposit at any time exclusively of the portion of the accounts insured by the Federal Deposit Insurance Corporation.

We offer the full service of these facilities to assist in any financial matter which might arise including, but not limited to:

- Trust
- Investments
- Loans
- Leasing (Provided by Continental Leasing)
- Insurance (Provided by Stewart, Sneed & Howes)
- Cash Management (Direct Deposit and On Line Account Reconciliation)
- Group Banking Benefits (Free Employee Benefits Package)
- Partnership to develop Community Enhancement 2006 (Grant to offer 3:1 matching funds to 1st Time Homebuyers)

We will provide safe deposit boxes, night deposit bags, night depository services, coin rolling services, money stamps and coin wrappers without cost as requested. We will pay competitive money market rates on all City of Petal funds deposited on time and/or in interest bearing accounts. We will waive all service charges and designate an account manager to handle all City of Petal request.

If you need additional information on any of the services offered above, please do not hesitate to contact your account representative Stacy Thompson 601-545-5000.

We, at BancorpSouth, appreciate the privilege of serving as depository for the City of Petal and the harmonious working relationship that has developed between your staff and our bank. We also appreciate the opportunity of submitting this request to serve as your depository for the coming years.

Sincerely,

Tommy Farley
BancorpSouth
President/Petal

P.O. Box 1231 - Hattiesburg, MS 39403-1231 - 601-544-4211

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

Dear Ms Ishee,

Trustmark National Bank, Hattiesburg, a banking institution and operating in the State of Mississippi, domiciled in Hattiesburg, is pleased to submit a proposal to serve as primary depository for the City of Petal for a period of two years beginning January 1, 2006.

Trustmark National Bank agrees to meet the terms and conditions requested in the RFP, unless otherwise outlined in the bid proposal.

Trustmark agrees to comply with section 27-105-5 of the MS Code, which mandates the State Treasury be the assigned pledgee for collateral on deposits of certain governmental units, as authorized by State Law. This program is commonly referred to as the "Statewide Collateral Pool Program". Trustmark is a member of the Guaranty Pool, which is an optional component of the mandated Statewide Collateral Pool Program. All terms and conditions of the Guaranty Pool will be followed according to section 27-105-6 of the MS Code. In addition, Trustmark agrees to comply with sections 27-105-353 and 27-105-363 of the MS Code as it relates to Municipal Depositories.

Trustmark would like to offer the City of Petal an Interest Checking account with a fixed interest rate of (4.17%) on all collected balances of \$1,000.00 and above, without monthly maintenance and activity fees. All fees associated with the interest checking account are included with this proposal.¹

In addition, Trustmark offers cash management products and services which offer clients an improved bottom line by accelerating cash inflows and controlling cash outflows. At the City's request, Trustmark will be honored to meet with you to discuss options that will make the best use of your funds and provide an effective means of managing your financial requirements.

Thank you for the opportunity to present this proposal, and your consideration of Trustmark as the City of Petal's primary depository.

Sincerely,

W. Rich Michalick
President

¹ Monthly maintenance and activity fees include checks/debits paid, items deposited, redposit items, coin/currency, stop payments and wire transfers. Stop payments and wire transfers are a manual process and must be waived through Trustmark's local branch.



December 20, 2005

Ms. Jean Ishee,
City Clerk
City of Petal
Petal, MS

Dear Ms. Ishee:

Please accept this bid as Regions Bank's offer to become the designated depository for the City of Petal for a period of two years beginning January 1, 2006 according to the following terms:

Regions Bank will place all funds in Demand Deposit accounts. We will pay interest on the average collected balance at a rate equal to 95% of the published Fed Funds rate. This rate is currently 4.05%. This rate will be adjusted monthly throughout the two year period.

Furthermore, we will waive all fees associated with the account. This will include account service fees, stop payment fees and treasury management service fees. We will also provide, through our internal vendor, new checks, deposit tickets and stamps at no cost to the city.

We will comply with all pledging requirements in accordance with Section 27-105-5, Mississippi Code of 1972, as amended. As you are aware, the pledging requirements have changed and banks are no longer required to pledge directly to public entities, but to the State Treasurer Collateral Pool. For that reason, we have not included a list of pledge securities.

We appreciate the opportunity to submit the enclosed bid. If you have any questions please do not hesitate to call. I can be reached at 601-268-5486.

Sincerely,

Marcus Robinson
Senior Vice President

Don Tassin
Branch Sales Manager



December 20, 2005

Jean Ishee, City Clerk
City of Petal
119 West 8th Ave.
Petal, MS 39465

Pursuant to your request for bids to be submitted for the privilege of acting as your depository, the undersigned Hancock Bank, submits this, its bid therefore and application to be designated as depository for the accounts now with said Bank and any other accounts for which we may be designated depository.

We agree to furnish legal security for the faithful performance of such duties as depository as provided by statute in the sum required by the laws of the State of Mississippi, the securities pledged to be of proper type and amount as required by law.

We will clear all checks and warrants against sufficient funds on a per basis and all transfers of funds and receipts will be handled at par.

We agree to pay interest on the deposits when requested in accordance with Mississippi statute and at rates of interest consistent with prevailing market conditions. The current Public Funds NOW account is earning 3.45% apy. This rate is set by said Bank and is subject to change. These deposit accounts will have no service charges.

Hancock Bank is pleased to offer its cash management services free of any service charges. With this internet product you will be able to perform and obtain info reporting, balance inquiries, stop payments, wire transfers, ACH transfers, payroll direct deposit, check imaging and electronic record storage via CD-ROM.

Respectfully Submitted,

J. L. "Sandy" Huggins
Vice President / Relationship Manager
Institutional Banking
228-563-5707



EXHIBIT "B"

STANDARD IONAL EQUIPMENT FORM
DESCRIPTION: Truck, Pick-up, Extended Cab
VENDOR: Paul Moak of Ridgeland
ITEM NO.: 070-48-52135-0
MAKE/MODEL: GMC Canyon TS/T15653
ENGINE: 2.8L
PRICE INCLUDING STATE INSPECTION STICKER AND TITLE FEE: \$12,009.00

age 18 of 50

Contract No: 070-51-21353-0 E-Mail: ridgeland@paulmoak.com
Paul Moak of Ridgeland paulmoak.com
P. O. Box 959 Phone: 601-853-3600
Ridgeland, MS 39158 Toll Free: 800-649-3602
James R. Luster Fax: 601-853-5842

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:
CALL CONTRACT VENDOR FOR OTHER AVAILABLE OPTIONS.

Superior Blue - 22U, Onyx Black - 41U, Stealth Gray - 46U, Olympic White - 50U, Silver Birch - 59U, Fire Red - 74U, Sunburst Orange - 85U, Cherry Red - 94U

ITEM	OPTION DEALER CODE	OPTION COST	REQ. CODE
List optional engines:			
3.5L DOHC MFI	L52	\$830.00	
Air Conditioning	Included		
Axle, Locking	G80	\$245.00	4X2
Braking System, Anti-Lock	Included		
Bumper, Rear Step	Included		
Carpeting	B30	\$95.00	
Clock, Digital	Included		
Cooling, Aux Trans Oil	Included		
Cooling, Maximum Engine	Included		
Defroster, Rear Window	Included		
Exhaust, Dual			
Floor Mats, Front	B32	\$37.00	
Floor Mats, Rear			
Fuel Tanks, Dual			
Headliner, Cloth	Included		
Heater, Auxiliary Rear			
Luggage Rack			
Other Deep Tinted Glass	AJ1	\$95.00	
Other Rear Sliding Window	A28	\$95.00	
Other Rear Seats	A32	\$0.00	

ITEM	OPTION DEALER CODE	OPTION COST	REQ. CODE
Mirrors, Dual	Included		
Mirrors, Dual 5" x 7"	Included		
Mirrors, Dual 6" x 9"	Included		
Radio, AM/FM	US8	\$361.00	
Radio, AM/FM w/CD/MP3 Player	Included		
Restraint System, Driver's Air Bag	Included		
Restraint System, Passenger's Air Bag	Included		
Seat, 7 pass. for Minivan	Included		
Speed Control	Included		
Steering Wheel, Tilt	Included		
Tire, Conventional Spare	Included		
Tire, Space Saver Spare	Included		
Trailer Hitch	Z82	\$224.00	
Transmission, Automatic 3-speed	M30	\$909.00	4X4
Transmission, Automatic 4-speed w/overdrive	M30	Included	4X2
Transmission, Manual 4-speed	MA5	(\$876.00)	
Wipers, Intermittent	Included		
Other Side Impact Air Bags	ASF	\$328.00	
Other Driver & Pass.			
Other 4 Wheel Drive	4X4	\$3,375.00	
Other Axle, Rear Locking	G80	Included	4X4

Extended Warranty GMPP 48 Mos/80,000 Miles Powertrain
4X2 \$795.00
4X4 \$990.00

12460

**Twelfth Circuit Court
Narcotics Enforcement Team
Inter-Local Agreement**

This Agreement made the first day of December, 2005 by the board of supervisors of Forrest and Perry counties, the sheriffs of Forrest and Perry counties, the council for the City of Hattiesburg, the Hattiesburg Police Department, the board of aldermen for the City of Petal, the Petal Police Department, the District Attorney's Office for the Twelfth Circuit Court District of Mississippi and the Mississippi Bureau of Narcotics (MBN).

WITNESSETH

Whereas, the board of supervisors of Forrest and Perry counties, Mississippi, the duly elected governing bodies of said counties with the duty in law of adequately funding the operations of the Office of Sheriff, as required by Section 19-25-13, Mississippi Code of 1972; and

Whereas, the sheriffs of Forrest and Perry counties are charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within said counties pursuant to Section 41-29-109, Mississippi Code of 1972; and

Whereas, the city council for the City of Hattiesburg, Mississippi, the duly elected governing body of said municipality with the duty in law of adequately funding the operations of the Hattiesburg Police Department, as required by Section 21-21-3, Mississippi Code of 1972; and

Whereas, the Hattiesburg Police Department is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within the boundaries of the City of Hattiesburg pursuant to Section 41-29-109, Mississippi Code of 1972; and

Whereas, the board of aldermen for the City of Petal, Mississippi, the duly elected governing body of said municipality with the duty in law of adequately funding the operations of the Petal Police Department, as required by Section 21-21-3, Mississippi Code of 1972; and

Whereas, the Petal Police Department is charged by law with the responsibility of enforcing the criminal laws of the State of Mississippi regarding controlled substances within the boundaries of the City of Petal pursuant to Section 41-29-109, Mississippi Code of 1972; and

Whereas, the Mississippi Bureau of Narcotics, created by Section 41-29-107, Mississippi having primary responsibility for enforcing the criminal laws of the State of Mississippi regarding controlled substances, and

Whereas, the District Attorney's Office is charged with prosecution of felony criminal offenses in the Twelfth Circuit Court District, and

Whereas, all of the above parties find and declare that violations of the controlled substances laws within the above-named counties constitute a significant portion of all felony violations committed within said counties and that coordinated law enforcement by the parties, as an exercise of their police power and their duty to protect the public from criminal activity, would effectively reduce

these violations; particularly those of unlawful sale, manufacture and distribution of controlled substances; and

Whereas, the above-named parties find and declare that a coordinated effort within said counties to enforce the criminal laws of the State of Mississippi regarding controlled substances would provide the maximum effectiveness and efficiency in the enforcement of such laws for the least cost to the taxpayers; and

Whereas, the parties hereto find and declare that the joint effort authorized by this agreement will make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and hereby provide a vital service that will best serve the geographic, economic, and population factors which influence the needs and development of these communities; and

Now Therefore, for and in consideration of the mutual covenants and agreements contained herein and pursuant to the authority of Sections 17-13-1, et seq., Mississippi Code of 1972, the board of supervisors of Forrest and Perry counties, the sheriffs of Forrest and Perry counties, the council for the City of Hattiesburg, the City of Hattiesburg Police Department, the board of aldermen of the City of Petal, the Petal Police Department, the Mississippi Bureau of Narcotics (hereinafter MBN), and the District Attorney's Office of the Twelfth Circuit Court District, (also collectively or individually called Agencies or Agents) hereby agree as follows:

1. This Agreement shall take effect upon the date of approval by the Attorney General of Mississippi, and expire on the 31 day of December 2008. This Agreement may be modified by the parties hereto; however, any

EXHIBIT "C"

upon the approved form for inclusion in the state criminal intelligence database. The Team shall have full access to the use of the database, limited only by applicable state and federal statutes. Full coordination and cooperation in the sharing of appropriate intelligence among all state, county, and city agencies within the geographical area served by the Team is encouraged.

C. The Team shall concentrate its enforcement activities within the counties of Forrest and Perry, and individual officers may engage in enforcement activities outside the agency by whom they are employed only if the lawful authority in the jurisdiction in which they are to operate has duly appointed such officers to be law enforcement officers within said jurisdiction, thereby certifying appointed officers as Special Contract Agents authorized to enforce the law in that jurisdiction. In addition, individual officers may not conduct law enforcement activities outside their original jurisdictions without the express approval of the Team Leader. The head of each county law enforcement agency shall submit to the Team Leader a letter appointing such officers/deputies deemed appropriate by them for consideration as Team agents to perform duties inside the two-county area covered by this agreement. Duties outside this targeted area may only be exercised through assignment by the respective sheriffs, chiefs of police, and/or district attorney. In any event, individual officers will not be assigned to participate in non-Twelfth Circuit Court Narcotics Enforcement Team cases outside the jurisdiction of their employing agency. All requests for Team police officers/deputy sheriffs to be appointed as MBN Non-Compensated Special Contract Agents (SCA) shall be approved by the Team

5

D. As to the powers and authority, the Team shall have only the powers and authority granted either the MBN or the counties by statute, particularly those set forth in the preamble to this Agreement, and shall have no powers or authority except that which may be granted the MBN or Agencies in the enforcement of the criminal laws regarding controlled substances.

E. The specific statutory authority vested in each party to this Agreement is Section 41-29-109, Mississippi Code of 1972, for the Cities/Counties, Section 41-29-107, etc seq., Mississippi Code of 1972, for the MBN.

III. A. The leader of the Team shall be provided by the MBN and answer directly to the sheriffs, chiefs of police, district attorney, and to the MBN District Captain on all matters concerning the Team.

B. The Team shall operate under MBN regulations and policies.

C. The Team Administrative Officer shall be selected by the sheriff of Forrest County. The Team Administrative Officer shall be responsible for preparation and delivery of all reports, collection and preservation of evidence, evidence chain of custody, documentation relating to informants, and accounting and monetary operations. The Team Administrative Officer shall have operational command of the Team in the absence of the Team Leader. The Team Administrative Officer shall operate pursuant to state law, team regulations and policies, and shall comply with all accounting requirements

6

imposed by law or by direction of the Auditor of the State of Mississippi.

IV. Each agency participating on the Team shall pay its own expenses.

V. A. Each participating agency shall, through its chief law enforcement officer, assign personnel to temporary, part-time or full-time duty with the Team.

Any such person assigned shall work under the immediate supervision and direction of the Team Leader and shall adhere to the rules and regulations of the MBN regarding operational procedures including field testing, chain-of-custody, evidence handling, case preparation, accounting for public funds and other relevant matters. However, any disciplinary actions beyond dismissal from the Team, as provided by each agent's individual contract, shall be administered by the officer's parent agency. The Team Leader shall have authority to temporarily suspend any agent from the Team. Final action shall be vested with the district attorney, sheriffs, chiefs of police, and Director of MBN.

It shall be clearly understood and it is hereby affirmatively stated that the MBN is not by this Agreement accepting a co-employer status with any other agency within this Agreement. All matters concerning employment compensation, wage and hour concerns under the Fair Labor Standards Act (FLSA), Workers Compensation, and any other matters relating to employer-employee relations are the sole responsibility of the employee's primary agency and not the MBN. **Legal representation shall not be afforded non-**

N Team personnel by the MBN for claims arising from the performance of duties under this Agreement. Said representation

7

must come from each Team officer's permanent employer. It should be understood that any matters of litigation arising out of this agreement may be submitted to the Attorney General by the agency concerned for consideration for legal representation. Such representation shall be decided on a case-by-case basis by the Civil Litigation Section head. (This provision is based on May 9, 1996 Metro Narcotics Unit (Jackson, Ms) correspondence with the Attorney General's Opinion Division.) Each participating agency has liability insurance or is otherwise covered by the Mississippi Tort Claims Act.

B. All officers assigned to the Team by the parties hereto must meet the same requirements imposed on an MBN agent regarding background investigations, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from the age requirements and limitations provided, however, that no such officer shall be less than twenty-one (21) years of age. All officers assigned to the Team by the parties will be subject to random urinalysis and/or polygraph testing at the discretion of the district attorney, sheriffs, leader of the Team, or the MBN Director. Failure to comply will result in termination of status and removal from the team. All officers shall have been previously certified by the Minimum Standards Board.

C. Officers assigned to the unit shall follow MBN methods and

8

procedures for field testing, chain-of-custody, evidence handling, case reporting and accounting for public funds. The MBN agrees to train officers in such MBN methods and procedures.

D. The fidelity bond of the officers assigned by the Agencies shall be paid by their Agencies and the bond of MBN agents shall be paid by the MBN. There shall be no requirements for third-party fidelity bonds. All officers must be individually named on their agencies' bond. Blanket bonds are not sufficient.

E. All personnel, while performing duties within the Team, shall come under the direct control and supervision of the Team Leader and each officer, while performing said duties, shall operate strictly by the operating policies and procedures of the MBN. It is the responsibility of the Team Leader to immediately report any violations of the aforesaid rules and regulations for appropriate disciplinary action.

F. Agencies shall compensate their officers and defray their expenses while such officers operate under this contract. The MBN shall compensate any MBN agents it may assign to the Team. Officers assigned to the Team shall receive normal compensation and expenses in the manner currently used by participating Agencies. Any Team expenses paid by the MBN, at its discretion, shall be governed by MBN regulations and applicable state law.

VI. A. The Team Leader and the Administrative Officer shall be responsible for establishing procedures for the proper conduct of financial affairs, in accordance with existing State Department of Audit regulations, including

9

PETAL POLICE INITIATED CASES
10% to the Twelfth Circuit District Attorney's Office
45% to the Team
45% to the Petal Police Department

FORREST COUNTY INITIATED CASES
10% to the Twelfth Circuit District Attorney's Office
45% to the Team
45% to the Forrest County Sheriff's Department

PERRY COUNTY CASES
10% to the Twelfth Circuit District Attorney's Office
45% to the Team
45% to the Perry County Sheriff's Department

Distribution of forfeited vehicles, guns or other property shall be made as follows:

Team seizures shall be turned over to Forrest County Sheriff's Department to be sold at public auction with all proceeds therefrom going to the Team.

All other seizures shall go to the seizing agency.

The receiving agency shall then be responsible for all maintenance, insurance, and other costs associated with the property.

D. The allocation, distribution and timing of distributions may be amended or changed by approval of the majority vote of Team members. In the event more than one agency participated in the forfeiture and the members cannot agree on the distribution of the assets, the District Attorney for the Twelfth District shall make the ruling on the distribution of the assets. MBN will participate in the distribution of forfeited assets when agreed upon by the members. Crime lab fees will be paid by MBN from and after the effective date of this agreement. MBN will be entitled to reimbursement for any crime lab fees

11

procedures which may be necessary to ensure that regulations for use of funds by the participating Agencies are followed.

B. Participating Agencies may supply sums of money to be used in procuring evidence, as defined in Section 99-27-37, Mississippi Code of 1972, which shall be expended and accounted for under the same provisions as if they were expended by the MBN. It is understood that the Team does not have the authority to own or hold assets independently of the participating agencies.

C. The District Attorneys Office of the Twelfth Circuit Court District shall handle all forfeitures arising from seizures made under this agreement and shall receive 10% of said forfeitures before the division plus court and publication costs, except for seizures in which the MBN is the seizing agency. Such forfeitures shall be handled by MBN and the proceeds therefrom distributed as provided by law. Whenever forfeiture money is involved, mailing costs, filing fees, the District Attorney's 10%, and other miscellaneous costs shall be deducted from the forfeiture proceeds. Distribution of forfeited money shall be made as follows:

TEAM INITIATED CASES

10% to the Twelfth Circuit District Attorney's Office
45% to the Team
15% each to the Forrest County Sheriff's Department, Hattiesburg Police Department and Petal Police Department

HATTIESBURG INITIATED CASES

10% to the Twelfth Circuit District Attorney's Office
45% to the Team
45% to the Hattiesburg Police Department

10

paid when restitution for such is ordered by the Court and collected from various defendants.

E. Each agency shall be responsible for maintenance of their vehicles. The use by the Team of any existing equipment or materials owned by member agencies shall not be construed to transfer title to the MBN or the Team. It is understood by all parties that the Team does not have authority to own or hold assets independently of the agencies who are parties to this agreement.

F. All news releases pertaining to Team enforcement activity shall be formulated by the Team Leader and the heads of the affected law enforcement agencies, consistent with MBN policy.

VII. A. Any party to this Agreement may terminate the provisions of this Agreement by giving notice in writing to the other parties. Such notice shall be forwarded by certified mail, return receipt requested, or hand delivered at least twenty-four (24) hours prior to the date of termination. In the event any party hereto terminates participation on the Team, the remaining parties may continue to operate under this Agreement.

B. No amendment to this Agreement shall be effective unless it is set forth in writing and adopted by all parties hereto in the manner provided by law and under this agreement. New law enforcement agencies may be admitted to participate in this narcotics enforcement team by unanimous approval of the participating agencies.

C. Any and all personal property acquired for the operation of the Team shall be acquired in the name of and title shall vest in the party to this

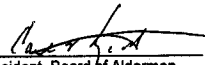
12

Agreement who shall have provided the funds with which the property was acquired. A complete inventory of the property and the owner thereof shall be maintained by the Team Leader. Upon termination of this Agreement, all equipment, materials and other tangible items purchased shall be the property of the agency which provided funds for the purchase and shall be delivered to the agency within thirty (30) days after termination of this Agreement. Any property purchased with joint funds or otherwise acquired by the Team shall, upon agreement and total dissolution of the Team, be divided among the agencies participating in the Team at such time according to agreement reached by the agencies. If no agreement is reached by such agencies within thirty (30) days of olution, then property purchased with joint funds or otherwise acquired by the eam shall be sold and, after deducting sale costs, the proceeds shall be equally divided among the agencies participating in the Agreement. It is understood that the Team does not have the authority to own or hold assets independently of the governing authorities to the Agreement. Participating Agencies may own assets which, per this Agreement, are made available for use by the Team. However, the participating Agencies may jointly own some or all of the assets.

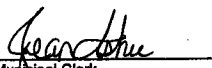
D. This agreement shall be submitted to the Attorney General of the State of Mississippi for approval and shall thereafter be filed for record with the chancery clerks of the counties; a copy shall be filed with the Secretary of State Department of Audit within sixty (60) days after it takes effect. The team shall operate under the name Twelfth Circuit Court Narcotics Enforcement Team and shall be filed with the appropriate agencies under this name.

EXHIBIT "C"

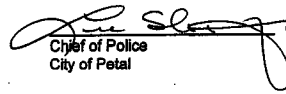
the date as set out above:



President, Board of Aldermen
City of Petal

Attest:


Municipal Clerk
City of Petal



Chief of Police
City of Petal



CITY OF PETAL

POST OFFICE BOX 564
PETAL, MISSISSIPPI 39465
(801) 545-1778
FAX NO. (801) 545-6685
December 12, 2005

CITY OF PETAL
MINUTE BOOK 288

CARL SCOTT
MAYOR
DAVID CLAYTON
KUY FAURLEY
JAMES MCCOY
STEVE STRONGER
LEBA WEAVER
ALDERMEN
JEAN WHEE
CITY CLERK
THOMAS W. TYNER
CITY ATTORNEY

OPINION OF COUNSEL

EXHIBIT "D"

- 4. The interest of the Note is excludable from gross income for federal tax purposes. The opinion set forth in the preceding sentence is subject to the condition that the issuer comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Note in order that interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The issuer has covenanted to comply with each such requirement. Failure to comply with certain such requirements may cause the inclusion of interest on the Note in gross income for federal income tax purposes to be retroactive to the date of issuance of the Note.
5. Interest on the Note is exempt from Mississippi income taxes.
6. The Note is not a "private activity bond" within the meaning of the Internal Revenue Code of 1986 (the "Code").
7. The Note is a "qualified tax-exempt obligation" within the meaning of Section 265 (b)(3) of the Code.

Trustmark National Bank
1175 Main Street
Petal, Mississippi 39465

Mayor and Board of Aldermen
City of Petal
Post Office Box 564
Petal, Mississippi 39465

RE: \$48,240.00 Negotiable Note(s) of the City of Petal, MS dated as of November 15, 2005, by and between Trustmark National Bank and the City of Petal, MS

To Whom it May Concern:

I have acted as Note Counsel for the City of Petal, Mississippi, with respect to the issuance of the City of Petal, Mississippi (the "Issuer"), of the Forty-Eight Thousand, Two Hundred and Forty Dollar (\$48,240.00) Negotiable Note, dated November 15, 2005, (the "Note"), pursuant to a resolution adopted on November 15, 2005 (the "Resolution") by the Mayor and Board of Aldermen of the Issuer. I have examined the law and such certified proceedings and other papers as I deem necessary to render this opinion.

I have not been engaged or undertaken to review the accuracy, completeness or sufficiency of any financial information of the Issuer provided relating to the Note, and I express no opinion relating thereto.

As to the questions of fact material to my opinion, I have relied upon representations of the issuer contained in the Resolution and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on my examination of the applicable laws and certain requisite information, I am of the opinion that the Note complies with the following laws:

- 1. The Issuer is a duly organized corporation and political subdivision of the State of Mississippi (the "State"), duly organized, existing and operating under the constitution of the laws of the State of Mississippi.
2. The Note is a valid and binding general obligation of the issuer.
3. The Note is and will continue to be payable as to the principal and interest and secured by the full faith, credit and resources of said Town and shall be and are hereby irrevocably pledged to the payment of said Note, both as to principal and interest, and said Note shall be paid out of the Town's available funds.

Except as stated above, I express no opinion as to any federal, state or local tax consequences resulting from ownership of, receipt of interest or on disposition of the Note.

It is to be understood that the rights of the holders of the Note and enforceability of the Note may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Dated: December 12, 2005

Very truly yours,

THOMAS W. TYNER
City Attorney

TWT/slm

UNITED STATES OF AMERICA
CITY OF PETAL, MISSISSIPPI
NEGOTIABLE NOTE
SERIES 2005

NO. R-1 \$48,240.00

REGISTERED OWNER: Trustmark National Bank
ADDRESS: 1175 Main Street
Petal, MS 39465

S.S. OR TAX ID. NO: 64-0565375

Table with columns: Rate of Interest, Maturity, Date of Original Issue. Row 1: 4.18%, December 21, 2010, December 21, 2005

The City of Petal, Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the registered owner identified above, upon the presentation and surrender of this Note at the principal office of the City, on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Note shall be made to the Registered Owner hereof who shall appear in the registration records of the City as of the 19th day of calendar month preceding the maturity date hereof.

The City further promises to pay principal and interest in the amounts shown in Exhibit A at the rate of interest indicated herein from the date of this Note, said payments being due on December 19, 2006 and on the 19th of each December thereafter until said principal sum is paid, to the registered owner hereof who shall appear in the registration records of the City as of the 19th day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest of this Note shall be made by check or draft mailed or delivered to such registered owner at its address as it appears on such registration records. The registered owner hereof may change such address by written notice to the City by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the City, such notice to be received by the City not later than the 19th day of the calendar month preceding the applicable principal or interest payment date. The District shall pay principal and interest on this Note to the Registered Owner in accordance with the maturity schedule, which is as follows:

Table with columns: Date, Principal, Coupon Interest, Period Total. Rows for dates 12/19/2006 through 12/19/2010.

This Note is issued in the aggregate authorized principal amount of Forty-Eight Thousand Two Hundred and Forty Dollars (\$48,240.00) to raise money for purposes essential to the operations of the City of Petal.

This Note is issued under the authority of the Constitution and statutes of the State of Mississippi, including but not limited to Section 17-21-51 et seq., Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Board of Aldermen of the City of Petal including a resolution adopted on November 15, 2005 (the "Note Resolution")

The Note is registered as to both principal and interest. The Note may be paid on any time prior to maturity without premium or penalty.

This Note may be transferred or exchanged by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the City, but only in the manner, subject to the limitations in the Note Resolution, and upon transfer of exchange, a new Note or Notes of like aggregate principal amount in authorized denominations of the same maturity and interest rate will be issued.

The City may deem and trust the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and the City shall not be affected by any notice to the contrary.

The Note is and will continue to be payable from the City's available funds and for the prompt payment of this Note, the City pledges its full faith, credit and resources. If the City does not have available funds on hand to pay the interest and principal of this Note as same falls due, then the Board of Aldermen shall annually levy a direct and continuing tax to be levied without limitation as to time, rate or amount upon the taxable property within the geographical limits of the City which shall be adequate and sufficient to provide for the payment of the principal of and the interest of the Note as the same falls due. The Note has been designated as a "qualified tax exempt obligation" under Section 265 of the Internal Revenue Code of 1986, as amended.

This Note shall not be valid or become obligatory for any purpose of be entitled to any benefit or security under the Note Resolution until the certificate of registration and authentication hereon shall have been signed by an authorized officer of the City.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Note, in order to make the same legal and binding of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner of every official act herein required, and for the prompt payment of this Note, both principal and interest, the City will utilize any legally available funds.

CITY OF PETAL
MINUTE BOOK 25

IN WITNESS WHEREOF, the City has caused this Note to be executed in its name by the signature of the Mayor, countersigned by the signature of the Clerk, under the seal of the City, which said signature and seal said officials adopt as and for their own proper signatures and seal, all as of the 20th day of December, 2005.

EXHIBIT "D"

City of Petal, Mississippi

BY: 
MAYOR

COUNTERSIGNED:



CITY CLERK

EXHIBIT "E"

ORDINANCE 2005(4-1)

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE 2005(4) OF THE CITY OF PETAL, MISSISSIPPI, SO AS TO CHANGE THE PLACEMENT OF GARBAGE REFUSE DUMPSTERS/CONTAINERS FOR ESTABLISHMENTS OTHER THAN SINGLE FAMILY RESIDENTIAL, ESTABLISHING PERMIT FEES FOR GARBAGE REFUSE DUMPSTERS, PROVIDING PENALTIES FOR VIOLATION THEREOF, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI,

SECTION 1: Section 1 of Ordinance Number 2005(4) as originally adopted on November 15, 2005 is hereby amended to read as follows to-wit:

SECTION 1: Those commercial establishments located within the City of Petal, Mississippi choosing to utilize garbage refuse containers/dumpsters shall be required to store such containers inside an enclosed compound. Those small commercial establishments that qualify as a residential unit located within the City of Petal, Mississippi choosing to remain under the City provided system as hand-load customers are not required to comply with placing garbage cans of 96 gallon size or less inside an enclosed compound. All dumpsters shall be placed on a concrete surface with a skirt extending a minimum of ten (10) feet to the front. The height of the compound shall be at least twelve (12) inches above the height of the dumpster/container but in no case less than six (6) feet. The company providing dumpster/container service shall obtain a permit from the Building Inspection Department of the City of Petal, Mississippi, with a fee of \$20.00 per dumpster per calendar year.

SECTION 2: Except as amended herein, the provisions of Ordinance 2005(4) are in full force and effect.

SECTION 3: This Ordinance shall be in full force and effect thirty (30) days from and after its passage.

The above and foregoing Ordinance having been reduced to writing, first section by section and then as a whole, with the following results:

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

- Alderman David Clayton
- Alderman Kay Fairley
- Alderman James Moore
- Alderman Steve Stringer
- Alderman Liesa Weaver

Those present and voting "NAY" or against the adoption of the foregoing Ordinance:

None

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

- Alderman David Clayton
- Alderman Kay Fairley
- Alderman James Moore
- Alderman Steve Stringer
- Alderman Liesa Weaver

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 20th day of December, A.D. 2005.


Carl Scott
Mayor

(Seal)

Absent:


Jean Pate
City Clerk

PUBLISH: 1 TIME: January 9, 2006

EXHIBIT "F"

The Mayor and Board of Aldermen of the City of Petal, Mississippi, acting for and on the City of Petal, Mississippi, took up for further consideration the matter of the City into a loan (the "Loan") with the Mississippi Development Bank under the terms and conditions of a loan agreement secured by a not to exceed \$8,500,000 Promissory Note (Petal, Mississippi Combined Water and Sewer System Project) (the "Series 2006 Note") which Loan will be funded from the proceeds of a not to exceed \$8,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2006 (Petal, Mississippi Combined Water and Sewer System Project) (the "Series 2006 Bonds"), all for the purpose of providing funds for (i) the improvement, repair and expansion of the combined water and sewer system (the "System") of the City of Petal, Mississippi, (ii) the current refunding of certain maturities of the outstanding City of Petal, Mississippi Combined Water and Sewer System Revenue Bonds, Series 1990, dated February 1, 1990, issued in the original principal amount of \$825,000, (iii) paying for costs of issuance of the Series 2006 Bonds and the Series 2006 Note, and (iv) funding a debt service reserve fund for the Series 2006 Bonds. After discussion of the subject, Alderman CLAYTON offered and moved the adoption of the following resolution:

RESOLUTION AUTHORIZING THE MAYOR OR CLERK OF THE CITY OF PETAL, MISSISSIPPI (THE "CITY") TO PROVIDE A WRITTEN NOTIFICATION TO BANCORPSOUTH BANK (FORMERLY BANK OF MISSISSIPPI), JACKSON, MISSISSIPPI, PAYING AGENT FOR THE CITY OF PETAL, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 1990, DATED FEBRUARY 1, 1990, ISSUED IN THE ORIGINAL PRINCIPAL AMOUNT OF \$825,000 (THE "1990 BONDS"), OF THE CURRENT REFLUNDING OF CERTAIN MATURITIES OF THE OUTSTANDING 1990 BONDS WITH THE FUNDS TO BE PROVIDED FROM THE PROCEEDS OF THE CITY'S LOAN (THE "LOAN") WITH THE MISSISSIPPI DEVELOPMENT BANK UNDER THE TERMS AND PROVISIONS OF A LOAN AGREEMENT SECURED BY A NOT TO EXCEED \$8,500,000 PROMISSORY NOTE (PETAL, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM PROJECT) (THE "SERIES 2006 NOTE") WHICH LOAN WILL BE FUNDED FROM THE PROCEEDS OF A NOT TO EXCEED \$8,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2006 (PETAL, MISSISSIPPI COMBINED WATER AND SEWER SYSTEM PROJECT) (THE "SERIES 2006 BONDS"); AND (II) THE OPTIONAL REDEMPTION OF THE 1990 BONDS MATURING IN YEARS 2007 THROUGH 2010, BOTH INCLUSIVE, ON FEBRUARY 1, 2006, AT PAR.

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi (the "Governing Body"), acting for and on behalf of the City of Petal, Mississippi (the "City"), have authorized the a loan (the "Loan") with the Mississippi Development Bank under the terms and provisions of a loan agreement secured by a not to exceed \$8,500,000 Promissory Note (Petal, Mississippi Combined Water and Sewer System Project) (the "Series 2006 Note") which Loan will be funded from the proceeds of a not to exceed \$8,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2006 (Petal, Mississippi Combined Water and Sewer System Project) (the "Series 2006 Bonds"), all for the purpose of providing funds for (i) the improvement, repair and expansion of the combined water and sewer system (the "System") of the City of Petal, Mississippi, (ii) the current refunding of certain maturities of the outstanding City of Petal, Mississippi Combined Water and Sewer System Revenue Bonds, Series 1990, February 1, 1990, issued in the original principal amount of \$825,000, (iii) paying for costs of issuance of the Series 2006 Bonds and the Series 2006 Note, and (iv) funding a debt service fund for the Series 2006 Bonds; and

WHEREAS, it is necessary to authorize the Mayor or Clerk of the City to provide a written notification to BancorpSouth Bank (formerly Bank of Mississippi), Jackson, Mississippi, paying agent for the 1990 Bonds of the current refunding of certain maturities of the outstanding 1990 Bonds maturing in the years 2007 through 2010, both inclusive (the "Refunded Bonds") with the funds to be provided by the Loan with the Mississippi Development Bank and the optional redemption of the 1990 Bonds maturing in the years 2007 through 2010, both inclusive (the "Callable 1990 Bonds"), on February 1, 2006, at par; and

WHEREAS, it is necessary to approve the form of and execution of the notice of refunding of the Refunded Bonds and optional redemption of the Callable 1990 Bonds (the "1990 Notice of Refunding/Redemption").

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, acting for and on behalf of the City of Petal, Mississippi, as follows:

SECTION 1. That the Governing Body has hereby approved the Loan with the Mississippi Development Bank.

SECTION 2. That the Governing Body hereby approves the refunding of the Refunded Bonds and the optional redemption of the Callable 1990 Bonds on February 1, 2006, as par.

SECTION 3. That the form of and the execution by the Mayor or Clerk of the City of the 1990 Notice of Refunding/Redemption attached hereto are hereby approved.

SECTION 4. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this resolution shall become effective upon the adoption hereof.

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

Alderman Kay Fairley	voted: <u>AYE</u>
Alderman David Clayton	voted: <u>AYE</u>
Alderman Steve Stringer	voted: <u>AYE</u>
Alderman Liesa Weaver	voted: <u>AYE</u>
Alderman James Moore	voted: <u>AYE</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 20th day of December, 2005.

[Signature]
MAYOR

ATTEST:
[Signature]
CITY CLERK



CITY OF PETAL

POST OFFICE BOX 564
PETAL, MISSISSIPPI 39465
(601) 546-1776
FAX NO. (601) 546-6685

CARL SCOTT
MAYOR
DAVID CLAYTON
KAY FAIRLEY
JAMES MOORE
STEVE STRINGER
LIESA WEAVER
ALDERMEN
JEAN ISHEE
CITY CLERK
THOMAS W. TYNER
CITY ATTORNEY

December 21, 2005

BancorpSouth Bank
Attn: Trust Department
525 East Capitol Street
Jackson, MS 39201

RE: Refunding of certain maturities of the outstanding \$825,000 City of Petal, Mississippi Combined Water and Sewer System Revenue Bonds, Series 1990, dated February 1, 1990 (the "1990 Bonds"), maturing in the years 2007 through 2010, both inclusive (the "Refunded Bonds") and the Optional Redemption of the Refunded Bonds maturing in the years 2007 through 2010, both inclusive (the "Callable 1990 Bonds")

Dear Sir:

The Mayor and Board of Aldermen (the "Governing Body") for the City of Petal, Mississippi, acting for and on behalf of the City of Petal, Mississippi (the "Issuer"), did adopt a resolution (a copy of which is attached), which authorized the refunding of the Refunded Bonds and the optional redemption of the Callable 1990 Bonds. The Governing Body does hereby irrevocably exercise its option to call for optional redemption the outstanding Callable 1990 Bonds effective February 1, 2006, at par, and hereby directs BancorpSouth Bank (formerly Bank of Mississippi), Jackson, Mississippi, as paying agent for the Callable 1990 Bonds (the "1990 Paying Agent"), to take any action required under the Bond Resolution for the Callable 1990 Bonds (the "1990 Bond Resolution"), including, without limitation, the giving of notice thereunder, to accomplish such optional redemption. Such optional redemption shall be carried out in accordance with the provisions of the 1990 Bond Resolution and the 1990 Paying Agent is hereby authorized to utilize funds provided to the 1990 Paying Agent from the proceeds of the City's loan (the "Loan") with the Mississippi Development Bank under the terms and provisions of a loan agreement secured by a not to exceed \$8,500,000 Promissory Note (Petal, Mississippi Combined Water and Sewer System Project) (the "Series 2006 Note") which Loan will be funded from the proceeds of the not to exceed \$8,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2006 (Petal, Mississippi Combined Water and Sewer System Project).

From the date of the Loan the 1990 Paying Agent shall provide for the debt service due on the Refunded Bonds and the funds for the optional redemption of the Callable 1990 Bonds from the funds provided to it by the City from the proceeds of the Loan.

It is the responsibility of the 1990 Paying Agent to assure that all publications and form of redemption notices conform to the requirements of the 1990 Bond Resolution.

Sincerely,
[Signature]
Jean Ishee
City Clerk

THIS

PAGE

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INTENTIONALLY