

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 FEBRUARY 1, 2005 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR TONY PHILLIPS
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	MICHAEL W DRAUGHN WILLIE W HINTON STEVE STRINGER WILLIAM A TRAVIS
OTHERS PRESENT	DAN TOLBERT DEBORAH REYNOLDS TONY READY SHERRI MORENGO JAMES MOORE AUBRA EVANS MACK SHACKLEFORD AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY ALDERMAN WILLIE W HINTON.

WHEREAS, MAYOR PHILLIPS PRESENTED THE AGENDA TO THE BOARD WITH THE FOLLOWING AMENDMENTS:

- VIII. OLD BUSINESS
  - 1. OMIT
  - 3. REQUEST TO ACCEPT BIDS ON SEWER EXTENSION FROM STORM RECONSTRUCTION SERVICE FOR \$1,793,592.78.
- IX. GENERAL BUSINESS
  - 1. OMIT
  - 17. OMIT
  - 20. REQUEST TO ACCEPT SEDRICK BARBER'S RESIGNATION FROM THE WATER DEPARTMENT EFFECTIVE FEBRUARY 7, 2005.
  - 21. REQUEST TO AMEND THE CONTRACT TO ALLOW DIRECT BILLING TO ECO-SYSTEMS OF PHASE II STORMWATER
- XI. ORDERS & ORDINANCES
  - 4. OMIT

THEREUPON, ALDERMAN STRINGER MADE A MOTION THAT THE AGENDA BE APPROVED WITH THE FOREGOING AMENDMENTS. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE MINUTES OF THE REGULAR MEETING OF JANUARY 18, 2005 AND THE RECESSED MEETING OF JANUARY 28, 2005.

THEREUPON, ALDERMAN STRINGER MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF JANUARY 18, 2005 AND THE RECESSED MEETING OF JANUARY 28, 2005 BE ACCEPTED AS WRITTEN. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS CALLED FOR PUBLIC COMMENTS.

THEREUPON, MALCOLM MCDONALD ADDRESSED THE MAYOR AND BOARD OF ALDERMEN ABOUT THE DITCH BEHIND HIS HOUSE ON JAMES STREET. MR. MCDONALD WOULD LIKE FOR THE STREET DEPARTMENT TO GO TO THE SOFTBALL FIELDS AND DIG OUT THE DITCH WHERE ALL THE SAND HAD WASHED INTO THE DITCH. HE IS TIRED OF HIS GARDEN BEING WASHED AWAY IN THE SUMMER WHEN THE DITCH FILLS UP.

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO ACCEPT AND APPROVE THE BID FROM SOUTHERN PRE-ENGINEERED BUILDERS, INC FOR THE BUILDING OF THE NEW FIRESTATION.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO REJECT ALL BIDS THAT WAS RECEIVED DUE TO CHANGE IN SPECIFICATIONS. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADOPT THE NEW SPECIFICATIONS AND READVERTISE FOR BIDS FOR THE FIRE STATION. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO ACCEPT AND APPROVE THE BIDS FOR SEWER EXTENSION FROM STORM RECONSTRUCTION SERVICE IN AMOUNT OF \$1,793,592.78.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO ACCEPT THE BID FROM SEWER RECONSTRUCTION SERVICE IN AMOUNT OF \$1,793,592.78 FOR THE SEWER EXTENSION OF NEWLY ANNEXED AREA ON HWY 42. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, GRACE ADAMS ADDRESSED THE MAYOR AND BOARD OF ALDERMEN ABOUT THE ZONING CHANGE OF PROPERTY LOCATED BEHIND EAST OAKS SHOPPING CENTER. MS ADAMS STATED THAT THE NEIGHBORHOOD IS IN OPPOSITION TO REZONING THE PROPERTY FOR ANYTHING OTHER THAN HOMES.

WHEREAS, MAYOR PHILLIPS PRESENTED THE CLAIMS DOCKET #79786-80144 OF THE CITY OF PETAL GENERAL FUND AND THE PETAL WATER AND SEWER CLAIMS FOR THE MONTH OF JANUARY 2005.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO PAY CLAIMS #79786-80144 OF THE CITY OF PETAL GENERAL FUND AND THE CITY OF PETAL WATER AND

SEWER CLAIMS FOR THE MONTH OF JANUARY 2005. ALDERMAN DRAUGHN SECONDED THE MOTION.

THEREUPON, ALDERMAN DRAUGHN APPROVES THE CLAIM DOCKET FOR THE MONTH OF JANUARY 2005 WITH THE EXCEPTION OF PAYING THE MAYOR'S SALARY.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE LETTER OF RESIGNATION OF AMELIA SMITH OF THE POLICE DEPARTMENT AS A CROSSING GUARD EFFECTIVE JANUARY 7, 2005.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO ACCEPT THE RESIGNATION OF AMELIA SMITH FROM THE POLICE DEPARTMENT AS A CROSSING GUARD EFFECTIVE JANUARY 7, 2005. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO SET A HEARING DATE FOR A VARIANCE OF PROPERTY LOCATED AT 957 HIGHWAY 42.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO SET THE VARIANCE HEARING FOR PROPERTY LOCATED AT 957 HIGHWAY 42 ON FEBRUARY 22, 2005 AT 7:00 P.M. IN THE BOARDROOM BEFORE THE BOARD OF ZONING APPEALS. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM BANCORP SOUTH TO PAY INVOICE ON PETAL MS COMBINED WATER AND SEWER \$138,000 BOND IN AMOUNT OF \$29,217.44

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE TO BANCORP SOUTH IN THE AMOUNT OF \$29,217.44. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING PROOFS OF PUBLICATION:

- A. ORDINANCE NUMBER 1979(42A-159)
- B. NOTICE TO BIDDERS-SEWER EXTENSION

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION THAT THE FOREGOING BE ACCEPTED AND FILED. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM TOM HARDGES, RECREATION DIRECTOR, TO REFUND MT CARMEL BAPTIST CHURCH \$150.00 DUE TO CANCELLATION OF FOOTBALL TOURNAMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REFUND MT CARMEL BAPTIST CHURCH REGISTRATION FEE IN AMOUNT OF \$150.00 DUE TO CANCELLATION OF FOOTBALL TOURNAMENT. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM TOM HARDGES, RECREATION DIRECTOR, TO REFUND KAPPA SIGMA \$125.00 DUE TO CANCELLATION OF FOOTBALL TOURNAMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REFUND KAPPA SIGMA REGISTRATION FEE IN AMOUNT OF \$125.00 DUE TO CANCELLATION OF FOOTBALL TOURNAMENT. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR THE CITY TO PURCHASE AN AD FOR THE PETAL KIWANIS CLUB PANCAKE DAY PLACEMAT ON FEBRUARY 12, 2005.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO PURCHASE AN AD IN AMOUNT OF \$80.00 FOR THE PETAL KIWANIS CLUB PANCAKE DAY PLACEMAT ON FEBRUARY 12, 2005. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED ESTIMATE #10 FOR SOUTH MAIN STREET PROJECT FOR GULF EQUIPMENT IN AMOUNT OF \$147,507.00 AND SHOWS, DEARMAN & WAITS, INC IN AMOUNT OF \$8,883.43.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO ACCEPT THE ESTIMATE #10 FOR THE SOUTH MAIN STREET PROJECT IN AMOUNT OF \$147,507.00 TO GULF EQUIPMENT AND \$8,883.43 TO SHOWS, DEARMAN & WAITS, INC. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM ASSISTANT CHIEF DON SEALY TO APPLY FOR BULLET PROOF VEST GRANT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE ASSISTANT CHIEF DON SEALY TO APPLY FOR BULLET PROOF VEST GRANT FOR THE POLICE DEPARTMENT. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM ASSISTANT CHIEF DON SEALY TO APPLY FOR LLEBG GRANT.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO AUTHORIZE ASSISTANT CHIEF DON SEALY TO APPLY FOR LLEBG GRANT FOR THE POLICE DEPARTMENT. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM POLICE CHIEF LEE SHELBORN TO ACCEPT THE NONCOMPENSATED SPECIAL AGENT CONTRACT.

SEE EXHIBIT "A"

CONTRACT

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ACCEPT THE NONCOMPENSATED SPECIAL AGENT CONTRACT BETWEEN THE MISSISSIPPI BUREAU OF NARCOTICS AND THE FORREST AND PERRY COUNTY METRO NARCOTICS UNIT. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON

ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM ASSISTANT CHIEF DON SEALY TO USE THE MUNICIPAL COURT ROOM FOR THE CONTROLLED DRINKING PORTION OF THE FIELD SOBRIETY TESTING ON FEBRUARY 8-10, 2005.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO AUTHORIZE THE USE OF THE MUNICIPAL COURT ROOM FOR THE CONTROLLED DRINKING PORTION OF THE FIELD SOBRIETY TESTING ON FEBRUARY 8-10, 2005. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM DAN TOLBERT, BUILDING INSPECTOR, TO PAY BOB WILSON \$100.00 FOR THE INSPECTIONS CONDUCTED WHILE DAN TOLBERT WAS GONE TO A CONFERENCE.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO PAY BOB WILSON \$100.00 FOR THE INSPECTIONS CONDUCTED WHILE DAN TOLBERT WAS GONE TO A CONFERENCE. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE RECOMMENDATION FROM THE PLANNING COMMISSION TO DENY THE ZONING CHANGE REQUEST FOR PROPERTY LOCATED BEHIND EAST OAKS SHOPPING CENTER FROM R-1 TO R-4.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO ACCEPT THE RECOMMENDATION FROM THE PLANNING COMMISSION TO DENY THE ZONING CHANGE FOR PROPERTY LOCATED BEHIND EAST OAKS SHOPPING CENTER FROM R-1 TO R-4. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO PURCHASE THE OFFICIAL'S TICKETS FOR THE CHAMBER BANQUET ON FEBRUARY 7, 2005.

ALDERMAN TRAVIS MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PURCHASE THE TICKETS FOR THE CITY OFFICIALS FOR THE CHAMBER BANQUET IN AMOUNT OF \$320.00 FOR FEBRUARY 7, 2005. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A LETTER OF RESIGNATION FROM  
SEDRICK BARBER OF THE RECREATION DEPARTMENT EFFECTIVE FEBRUARY 7, 2005.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE  
RESIGNATION OF SEDRICK BARBER OF THE RECREATION DEPARTMENT EFFECTIVE  
FEBRUARY 7, 2005. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO AMEND THE CONTRACT  
FOR THE CITY OF PETAL EPA STORMWATER PROGRAM YEAR 3 IMPLEMENTATION FOR  
ECO-SYSTEMS, INC TO BILL THE CITY OF PETAL DIRECTLY.

SEE EXHIBIT "B"

CONTRACT WITH ECO-SYSTEMS, INC

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO AUTHORIZE ECO-  
SYSTEMS, INC TO BILL THE CITY OF PETAL DIRECTLY FOR THE EPA STORMWATER  
PROGRAM YEAR 3 IMPLEMENTATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST OF THE BOARD CONCERNING  
THE REGISTRATION AND RESERVATIONS FOR THE MISSISSIPPI MUNICIPAL LEAGUE  
ANNUAL CONVENTION JULY 10-14, 2005 WITH THE BEAU RIVAGE BEING THE HOST HOTEL  
IN BILOXI, MS.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO AUTHORIZE THE CITY  
CLERK TO MAKE THE RESERVATIONS AND REGISTRATIONS FOR THE CITY OFFICIALS TO  
ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE ON JULY 10-14, 2005 AT THE BEAU RIVAGE  
IN BILOXI, MS. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR TAMMY MOORE AND  
MATTHEW HIATT TO ASSIST WITH THE STANDARDIZED FIELD SOBRIETY TESTING  
CONFERENCE ON FEBRUARY 8-10, 2005 AT THE CIVIC CENTER PETAL, MS.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO AUTHORIZE TAMMY MOORE AND MATTHEW HIATT TO ASSIST WITH THE STANDARDIZED FIELD SOBRIETY TESTING CONFERENCE ON FEBRUARY 8-10, 2005 AT THE CIVIC CENTER IN PETAL, MS. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR LEE DRAUGHN TO ATTEND THE FIRE SERVICE INSTRUCTOR 1041-I CLASS AT THE STATE FIRE ACADEMY ON FEBRUARY 14-22, 2005.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION FOR LEE DRAUGHN TO ATTEND THE FIRE SERVICE INSTRUCTOR 1041-I CLASS AT THE STATE FIRE ACADEMY ON FEBRUARY 14-22, 2005 AND TO PAY HIS EXPENSES. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR BARRY FOIL AND JASON WALTERS TO ATTEND THE FIRE APPARATUS DRIVER OPERATOR 1200 CLASS AT THE STATE FIRE ACADEMY MARCH 28-APRIL 8, 2005.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FOR BARRY FOIL AND JASON WALTERS TO ATTEND THE FIRE APPARATUS DRIVER OPERATOR 1200 CLASS AT THE STATE FIRE ACADEMY MARCH 28-APRIL 8, 2005 AND TO PAY THEIR EXPENSES. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR JASON WALTERS, BENJAMIN TOWNSEND, AND BRIAN TOWNSEND TO ATTEND A SMOKE DIVERS CERTIFICATION COURSE AT THE STATE FIRE ACADEMY ON MARCH 7-11, 2005.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION FOR JASON WALTERS, BENJAMIN TOWNSEND AND BRIAN TOWNSEND TO ATTEND A SMOKE DIVERS CERTIFICATION COURSE AT THE STATE FIRE ACADEMY ON MARCH 7-11, 2005 AND TO PAY THEIR EXPENSES. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"



NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR CHRIS CARLISLE TO ATTEND THE FIREFIGHTER 1001-I-II CERTIFICATION COURSE AT THE STATE FIRE ACADEMY ON FEBRUARY 21- APRIL 1, 2005.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FOR CHRIS CARLISLE TO ATTEND THE FIREFIGHTER 1001-I-II CERTIFICATION COURSE AT THE STATE FIRE ACADEMY ON FERBRUARY 21- APRIL 1, 2005 AND TO PAY HIS EXPENSES. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM GARY HARTFIELD TO ATTEND A FIRE PUMP REBUILDING COURSE AT THE STATE FIRE ACADEMY ON FEBRUARY 15-17, 2005.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FOR GARY HARTFIELD TO ATTEND A FIRE PUMP REBUILDING COURSE AT THE STATE FIRE ACADEMY ON FEBRUARY 15-17, 2005 AND TO PAY HIS EXPENSES. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER PROMOTING FIREFIGHTER THIRD CLASS BENJAMIN TOWNSEND.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO PROMOTE 3<sup>RD</sup> CLASS FIREFIGHTER BENJAMIN TOWNSEND, UPON THE RECOMMENDATION OF FIRE CHIEF RICHARD BRYANT TO 2<sup>ND</sup> CLASS FIREFIGHTER.

IT IS HEREBY ORDERED THAT 3<sup>RD</sup> CLASS BENJAMIN TOWNSEND'S BE PROMOTED TO 2<sup>ND</sup> CLASS FIREFIGHTER AT A RATE OF \$9.35 PER HOUR EFFECTIVE FEBRUARY 23, 2005.

SO ORDERED ON THIS THE 1<sup>ST</sup> DAY OF FEBRUARY, 2005.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING MARION SIMS AS A PART-TIME FIREFIGHTER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CTY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME FIREFIGHTER, UPON THE RECOMMENDATION OF THE FIRE CHIEF RICHARD BRYANT.

IT IS HEREBY ORDERED THAT MARION SIMS BE HIRED AS A PART-TIME FIREFIGHTER IN THE FIRE DEPARTMENT AT A RATE OF \$8.50 PER HOUR EFFECTIVE FEBRUARY 23, 2005.

SO ORDERED ON THIS THE 1<sup>ST</sup> DAY OF FEBRUARY, 2005.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING CARLTON SIMS AS A PART-TIME FIREFIGHTER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CTY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME FIREFIGHTER, UPON THE RECOMMENDATION OF THE FIRE CHIEF RICHARD BRYANT.

IT IS HEREBY ORDERED THAT CARLTON SIMS BE HIRED AS A PART-TIME FIREFIGHTER IN THE FIRE DEPARTMENT AT A RATE OF \$8.50 PER HOUR EFFECTIVE FEBRUARY 23, 2005.

SO ORDERED ON THIS THE 1<sup>ST</sup> DAY OF FEBRUARY, 2005.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO INCREASE THE PAY OF MICHELLE MITCHELL IN THE JUDICIAL DEPARTMENT.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO INCREASE THE PAY OF MICHELLE MITCHELL IN THE JUDICIAL DEPARTMENT.

MOTION DIED DUE TO LACK OF SECOND.

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

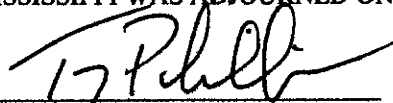
THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

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 1<sup>ST</sup> DAY OF FEBRUARY, 2005.

  
\_\_\_\_\_  
TONY PHILLIPS  
MAYOR

(SEAL)

ATTEST

  
\_\_\_\_\_  
JEAN ISHIEE  
CITY CLERK

EXHIBIT "A"

STATE OF MISSISSIPPI  
COUNTY OF HINDS

**NONCOMPENSATED SPECIAL CONTRACT AGENT**

**CONTRACT**

THIS AGREEMENT, made between the Director of the Mississippi Bureau of Narcotics, P. O. Box 7459, Jackson MS 39282, hereinafter referred to as "Director", and CARLA MCMAHAN, to be called a NONCOMPENSATED SPECIAL CONTRACT AGENT, hereinafter referred to as "SCA".

**WITNESSETH:**

WHEREAS, the Director desires the benefit of the services of SCA for those purposes and duties hereinafter enumerated, under the terms and conditions hereinafter set forth; and,

WHEREAS, the SCA is willing to provide such services on a noncompensated basis under the terms and conditions hereinafter set forth; and,

WHEREAS, the Director and SCA recognize and understand that the specific legal authority authorizing this contract is Section 41-29-112 of the Mississippi Code of 1972, as amended, all the terms and provisions of which are incorporated herein and made a part hereof by reference;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the SCA and the Director, to perform in accordance with the terms and conditions of this contract, the Director, Mississippi Bureau of Narcotics, hereby designates SCA to be a Noncompensated Special Contract Agent of the Mississippi Bureau of Narcotics with the authority, subject to the conditions of this agreement, to exercise all powers necessary and incidental to the fulfillment of these contractual obligations. SCA will be known and identify herself as a special contract agent for MISSISSIPPI BUREAU OF NARCOTICS. Both the Director and SCA agree as follows:

future for the SCA now entering this agreement. **SCA SHALL BE AN INDEPENDENT CONTRACTOR**, and not receive compensation from the Bureau. While functioning as an SCA, she shall not be entitled to participate in any group health or life insurance plan offered by the Mississippi Bureau of Narcotics or the State of Mississippi through the Bureau nor shall she be entitled by this contract to coverage by Mississippi Workers' Compensation as applicable to the Mississippi Bureau of Narcotics. Further, badges, weapons, and other personal equipment will be furnished by the Special Contract Agent's permanent employer. However, appropriate credentials will be furnished by the Bureau for the SCA.

The SCA shall retain the legal right to assert defenses available generally to law enforcement officers for any claim made against her. However, legal representation will not be afforded SCA by the Bureau for claims or criminal charges arising from the performance of duties under this agreement. Said representation must come from the permanent employer of the SCA.

**III. SERVICES OF SCA**

SCA agrees to faithfully perform the duties assigned to her by the Bureau to the best of her ability. Further, SCA agrees to keep inviolate the confidences, secrets, and non-public information of the Mississippi Bureau of Narcotics, whether written or oral, and will not communicate same in any way unless authorized to do so. Moreover, SCA warrants that the performance of the duties assigned to her under this contract shall be conducted without conflict with her employment by any other federal, state, or local government agency. Duties performed and time devoted in the furtherance of this contract shall not interfere with, nor substitute for, the regular employment or the duties of SCA if otherwise employed or officially appointed. SCA agrees to follow Bureau methods and procedures to include: field testing, chain of custody, evidence handling, case reporting and

**I. DUTIES**

SCA agrees and promises to perform services and duties as assigned by the Director of the Mississippi Bureau of Narcotics, or his designee, in accordance with Sections II through X below. Such services and duties to be assigned SCA shall be consistent with the accomplishment of the intent, purpose and objective of the Mississippi Uniform Controlled Substances Law, Section 41-29-101, et seq. of the Mississippi Code of 1972, as amended, and shall be necessary for the lawful detection and apprehension of violators of the law and for the lawful preservation and presentation of evidence of such violations to the appropriate Grand Jury, the proper prosecuting authority, and to the court. SCA will be assigned duties and have authority to act in cases related to drug investigations with the TWELFTH CIRCUIT COURT NARCOTICS ENFORCEMENT TEAM only.

**II. STATUS OF SPECIAL CONTRACT AGENT**

SCA is a regular full-time employee of PETAL POLICE DEPARTMENT (as well as being an SCA) and while functioning as a regular full-time employee of said POLICE DEPARTMENT should be entitled to all rights, benefits, privileges, and responsibilities which accompany such employment. SCA shall not be considered as an employee of the Mississippi Bureau of Narcotics for any purpose. While functioning as an SCA under this contract, she shall not be subject to the employment rules and regulations of the Fair Labor Standards Act, the State Personnel Board, the Mississippi Department of Public Safety, the State of Mississippi, (including but not limited to the Mississippi Public Employees Retirement System), and any Mississippi Law or Constitutional provision specifically relating to public employment, as the above provisions apply to the Bureau. The relationship now being formed does in no way guarantee full employment either in the present or

2

handling of public funds. The Bureau agrees to train SCA in such Bureau methods and procedures.

The SCA agrees that she will not participate in drug enforcement activities outside the jurisdiction of her regular employment except under the direct supervision, direction and control of the Director of the Mississippi Bureau of Narcotics or his designee and will only participate in TWELFTH CIRCUIT COURT NARCOTICS ENFORCEMENT TEAM cases.

**IV. DURATION OF CONTRACT AND TERMINATION REQUIREMENTS**

Notwithstanding the fact that this agreement may or may not be executed by the parties on the same date, it is specifically understood and agreed that this contract shall commence on JANUARY 20, 2005 and shall terminate on JANUARY 19, 2006, unless terminated otherwise as stated below. However, in no case shall the duration of this contract exceed one year, to be renewed at the option of both parties.

Either party hereto may sooner terminate this agreement, without cause and for any reason satisfactory to the party desiring such, upon forty-eight (48) hours written notice, computed from the date of the postmark. Such notice shall be sent by certified mail/return receipt to the Mississippi Bureau of Narcotics, ATTENTION: Director, at P. O. Box 7459, Jackson MS 39282, or to SCA at 184 COUNTY LINE ROAD, ELLISVILLE, MS 39437. Notice to the permanent employer of SCA will also be given by the Bureau. Notice given pursuant to the provisions of this paragraph shall be deemed sufficient for all purposes.

This contract shall automatically terminate at such time as SCA is no longer employed by the agency who sponsored SCA for appointment as a Noncompensated Special Contract Agent. SCA agrees to immediately notify the Director and the appropriate MBN District Commander in all instances of either job reassignment, suspension or termination by her sponsoring employer. Notice

EXHIBIT "A"

not be required to terminate the authority to act as an SCA under these circumstances.

This contract shall automatically terminate upon the death of SCA and no notice of such termination shall be required.

This contract shall automatically terminate at such time as SCA shall be adjudicated insane or shall otherwise suffer physical or mental disabilities which render her incapable of fully performing the duties required of her by this contract. The Mississippi Bureau of Narcotics shall have sole discretion to determine whether SCA is suffering from such physical or mental disabilities which render her incapable of fully performing the duties required of her by this contract. Should this contract be terminated under this paragraph as a result of SCA's physical or mental disabilities, SCA shall be given immediate notice of said termination.

Engaging in any activity which is, or could result in, a violation of the laws of the State of Mississippi, or of any state, the United States, or any local law or ordinance of any county or city in this State or of any state, shall be grounds for automatic termination of this contract without prior notice to SCA. SCA shall, as a condition to appointment as a SCA, meet the same requirements imposed on a Bureau agent regarding background investigation, work history, polygraph examination, urinalysis and similar requirements, but shall be exempt from age requirements and limitations provided, however, that SCA is not less than twenty-one (21) years of age. SCA understands that she may be subject to random urinalysis testing and/or polygraph testing at the option of the Director or his designee and that failure to comply will result in the termination of this Agreement.

V. ASSIGNABILITY

SCA shall not assign any of her rights or duties arising under this contract, without the

express written consent of the Director. Such unauthorized assignment shall automatically terminate this contract and no notice of such termination shall be required.

VI. ELIGIBILITY OF SCA

SCA covenants as an express condition of her eligibility to become a Special Contract Agent that she is qualified to be a Mississippi Law Enforcement Officer under provisions of Section 45-6-11 of the Mississippi Code of 1972 and holds a valid professional certificate issued by the Board on Law Enforcement Officer Standards and Training. SCA must have completed the initial firearms training required by her permanent employer and show proof of meeting requalification requirements, such requalification to be conducted at least semi-annually, and such requalification to be the responsibility and at the cost of SCA and her employer.

VII. WAIVER OF CLAIM FOR DAMAGE

SCA agrees and promises to make no claim against the Director, nor against any Agent, employee or other SCA of the Mississippi Bureau of Narcotics for any physical or mental injury, loss, damage or death that may be incurred as a result of the performance of SCA's duties. SCA assumes the risk of any and all conditions, situations and hazards while performing her duties and specifically waives any and all notice of the existence of such conditions.

VIII. BONDED/INSURANCE

SCA promises that she is an authorized POLICE OFFICER and that prior to entering upon the discharge of duties as an SCA, she entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of her office and said bond covers SCA when working outside the jurisdiction of her employer as an SCA. Any and

all liability to third persons not parties to this agreement shall be the total responsibility of SCA, her surety, or the law enforcement unit, department, office or agency wherein SCA is regularly employed. The SCA's employer does hereby sign below acknowledging that the SCA is bonded and is individually named on the bond. Further, SCA certifies that her permanent employer has liability insurance that covers her performance of duty as an SCA and said insurance is effective outside the jurisdiction of the permanent employer.

IX. MISCELLANEOUS

Any requirement that the SCA adhere to the policies and procedures of the Mississippi Bureau of Narcotics manual does not cause the incorporation, by reference or otherwise, of the manual as part of this contract. No contractual obligations arise therefrom or accrue against the Mississippi Bureau of Narcotics.

This contract represents the sole and exclusive agreement between the parties hereto and any modifications or amendments must be made in writing and signed by all parties.

This contract and all rights and duties arising thereunder shall be governed, interpreted, and construed solely under the Constitution and Laws of the State of Mississippi.

The Mississippi Bureau of Narcotics, an agency of the State of Mississippi, in no way waives its sovereign immunity and such shall be controlling over any conflicting provision contained herein.

By affixing the signatures below, Director and SCA hereby cause this contract to take effect and both agree to be bound by the terms and conditions set forth above.

X. SPECIAL PROVISIONS

The Director reserves the right and in no way waives this right to conduct the customary and usual background investigation, including but not limited to the use of polygraph, urinalysis or other

scientific tests.

As a condition before entering into this Agreement, SCA agrees to provide the Bureau on demand with information required to conduct a background investigation, satisfactory results of polygraph and urinalysis testing from sources acceptable to the Bureau, certification of Surety Bond/Liability Insurance Coverage, and certification of weapons qualification.

IN WITNESS WHEREOF, the parties have knowingly and willfully covenanted agreement on this the 30<sup>th</sup> day of January, 2005.

MISSISSIPPI BUREAU OF NARCOTICS

BY: [Signature]  
DIRECTOR (OR DESIGNEE)

[Signature]  
WITNESS

BY: [Signature]  
SPECIAL CONTRACT AGENT

I hereby request that the Director, Mississippi Bureau of Narcotics, appoint CARLA MCMAHAN, to be a Noncompensated Special Contract Agent under Section 41-29-112 of the Mississippi Code of 1972 and specifically agree to her serving as an SCA under the conditions set forth in this contract. I specifically understand that the Bureau will not provide legal representation for this SCA for any claims arising from the performance of duties or alleged performance of duty as an SCA and agree that all legal liabilities and costs are the responsibility of CITY OF PETAL.

I certify that:

(1) She is bonded as a condition of her employment and is individually named on the bond. Further, that such bond is effective anywhere in the state of Mississippi, that such bond will continue during the life of this contract, and that this officer is covered outside the jurisdiction of CITY OF PETAL while working as an SCA.

(2) CITY OF PETAL has liability insurance that covers its law enforcement officers while in the performance of duty as an SCA in the amount of \$\_\_\_\_\_. Said insurance policy will remain in effect during the life of this contract. The undersigned agrees to immediately notify the

EXHIBIT "A"

will not be required to terminate the authority to act as an SCA under these circumstances.

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VIII. BONDED/INSURANCE

SCA promises that she is an authorized POLICE OFFICER and that prior to entering upon the discharge of duties as an SCA, she entered into a good and sufficient surety bond with a surety company authorized and doing business within the State of Mississippi and is individually named on the bond and such bond conditioned upon the faithful performance of the duties of her office and said bond covers SCA when working outside the jurisdiction of her employer as an SCA. Any and

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As a condition before entering into this Agreement, SCA agrees to provide the Bureau on demand with information required to conduct a background investigation, satisfactory results of polygraph and urinalysis testing from sources acceptable to the Bureau, certification of Surety Bond, Liability Insurance Coverage, and certification of weapons qualification.

IN WITNESS WHEREOF, the parties have knowingly and willfully covenanted agreement on this the 20<sup>th</sup> day of January, 2005.

MISSISSIPPI BUREAU OF NARCOTICS

BY: [Signature]  
DIRECTOR (OR DESIGNEE)

[Signature]  
WITNESS

BY: [Signature]  
SPECIAL CONTRACT AGENT

I hereby request that the Director, Mississippi Bureau of Narcotics, appoint CARLA MCMAHAN, to be a Noncompensated Special Contract Agent under Section 41-29-112 of the Mississippi Code of 1972 and specifically agree to her serving as an SCA under the conditions set forth in this contract. I specifically understand that the Bureau will not provide legal representation for this SCA for any claims arising from the performance of duties or alleged performance of duty as an SCA and agree that all legal liabilities and costs are the responsibility of CITY OF PETAL.

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(2) CITY OF PETAL has liability insurance that covers its law enforcement officers while in the performance of duty as an SCA in the amount of \$\_\_\_\_\_. Said insurance policy will remain in effect during the life of this contract. The undersigned agrees to immediately notify the

EXHIBIT "B"

**Eco-Systems, Inc.**  
Consultants, Engineers, and Scientists



January 25, 2005

The City of Petal  
Tony Phillips, Mayor  
P.O. Box 564  
Petal, MS 39465

Reference: The City of Petal EPA Stormwater Program  
Year 3 Implementation (2005)

Dear Mayor Phillips,

The purpose of this letter is to serve as a follow-up to our recent conversation concerning the above-referenced project. As we discussed, Eco-Systems and Neel-Schaffer have agreed on a more distinct division of labor for this year's implementation. Eco-Systems will be the primary consultant for the City of Petal and Forrest County and Neel-Schaffer will be the primary consultant for the City of Hattiesburg and Lamar County.

We feel that this arrangement has several advantages. First and foremost, it will simplify matters for your staff by providing them with a single point of contact for all stormwater related matters. It will also eliminate duplication of services and allow for a more streamlined approach to the administration and implementation of your program.

For this arrangement to work, Eco-Systems will need to bill the City of Petal directly, rather than billing as a subconsultant through Neel-Schaffer. This letter serves as an official request from Eco-Systems for a contract modification allowing direct billing from Eco-Systems. This does not change the dollar amount of the contract for Year 3.

Should you have any questions or need additional information concerning this request, please do not hesitate to contact me. You may reach me in my office at (601) 583-2182.

Sincerely,  
Eco-Systems, Inc.

  
Jay C. Estes, AICP  
Senior Planner

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