

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON NOVEMBER 6, 2006 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR CARL SCOTT
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS	BUDDY REYNOLDS CARL JOHNSTON LEE SHELBOURN DON SEALY B C LEWIS ANY MANY MORE

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

THE NOTICE OF SPEICAL MEETING WAS PRESENTED FOR FILING. THE NOTICE READS AS FOLLOW:

SEE EXHIBIT "A"

NOTICE OF SPECIAL MEETING

THE INVOCATION WAS OFFERED BY CITY ATTORNEY THOMAS W TYNER.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

- IX. GENERAL BUSINESS
 - 34. REQUEST TO ACCEPT THE RESIGNATION OF LOUISE CHASTAIN IN THE RECREATION DEPARTMENT.
 - 35. REQUEST TO PAY INVOICE FROM MYERS UNDERGROUND UTILITIES IN THE AMOUNT OF \$34,137.70.
- XI. ORDERS & ORDINANCES
 - 4. U. 2001(100)

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 OCTOBER 17, 2006, SPECIAL MEETING OF OCTOBER 16, 2006, AND THE SPECIAL MEETING OF OCTOBER 23, 2006.

THEREUPON, ALDERMAN STRINGER MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF OCTOBER 17, 2006, THE SPECIAL MEETING OF OCTOBER 16, 2006 AND THE SPECIAL MEETING OF OCTOBER 23, 2006 BE ADOPTED AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT. THERE WAS NONE.

WHEREAS, MAYOR SCOTT PRESENTED THE MUNICIPAL COMPLIANCE QUESTIONNAIRE.

SEE EXHIBIT "B"

MUNICIPAL COMPLIANCE QUESTIONNAIRE

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE MUNICIPAL COMPLIANCE QUESTIONNAIRE. 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 CLOSE OUT DOCUMENTS ON FIRE STATION #2 SECOND BIDDING.

SEE EXHIBIT "C"

CLOSE OUT DOCUMENTS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE CLOSE OUT DOCUMENTS ON FIRE STATION #3 SECOND BIDDING. 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 APPLICATION #9 FROM JAY VAN COMPANY FOR CONSTRUCTION OF FIRE STATION #3 IN THE AMOUNT OF \$5,975.00.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY APPLICATION #9 TO JAY VAN COMPANY IN THE AMOUNT OF \$5,975.00 FOR CONSTRUCTION OF FIRE STATION #3. 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 APPLICATION #10 FROM JAY VAN COMPANY FOR CONSTRUCTION OF FIRE STATION #3 IN THE AMOUNT OF \$29,155.00.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY APPLICATION #10 TO JAY VAN COMPANY IN THE AMOUNT OF \$29,155.00 FOR CONSTRUCTION OF FIRE STATION #3. 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 SET A HEARING DATE FOR TOMMY BURNS' PROPERTY LOCATED AT 116 PARK DRIVE.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO SET THE ZONING HEARING DATE FOR NOVEMBER 14, 2006 AT 7:00 P.M. IN THE BOARDROOM OF CITY HALL FOR TOMMY BURNS PROPERTY LOCATED AT 116 PARK DRIVE. 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 TO SET A HEARING DATE FOR JEFFERY RAINEY'S PROPERTY LOCATED AT HERRINGTON ROAD.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO SET THE ZONING HEARING DATE FOR NOVEMBER 28, 2006 AT 7:00 P.M. IN THE BOARDROOM OF CITY HALL FOR JEFFERY RAINEY'S PROPERTY LOCATED ON HERRINGTON ROAD. 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 WATER DEPARTMENT, JASON JONES, TO TRANSFER ALUMINUM CROSS BED TOOLBOX TO THE RECREATION DEPARTMENT.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE WATER DEPARTMENT TO TRANSFER THE ALUMINUM CROSS BED TOOLBOX TO THE RECREATION 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 LEASE/PURCHASE AGREEMENT WITH OLD NATIONAL BANK ON ONE 2006 FORD CROWN VICTORIA.

SEE EXHIBIT "D"

OLD NATIONAL BANK
POLICE MOTORS DIVISION

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE LEASE WITH OLD NATIONAL BANK TO LEASE PURCHASE ONE 2006 FORD CROWN VICTORIA. 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 AN INVOICE FROM RGS CONSULTING LLC FOR RESEARCH AND PLANS AND SPECIFICATIONS OF TRAILWOOD SUBDIVISION IN THE AMOUNT OF \$2,582.88.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE FROM RGS CONSULTING LLC FOR RESEARCH AND PLANS AND SPECIFICATIONS OF TRAILWOOD SUBDIVISION IN THE AMOUNT OF \$2,582.88. 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 INVOICE FROM WILLIAM GRIFFIN IN THE AMOUNT OF \$862.00 FOR CEMENT FINISHING AT RELAY PARK.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE TO WILLIAM GRIFFIN IN THE AMOUNT OF \$862.00 FOR CEMENT FINISHING AT RELAY PARK. 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 SET HEARING DATES FOR PROPERTY CLEANUP FOR THE FOLLOWING:

A.	126 STEVENS STREET	ROBERTA BUSBY
B.	137 RAILROAD STREET	LEO POTVIN
C.	133 VAN SLYKE	JOHN RIGBY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET THE PROPERTY CLEANUP HEARING DATES FOR NOVEMBER 27, 2006 AT 5:00 P.M. 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 FINAL PLAT ON EDGEMERE SUBDIVISION.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE FINAL PLAT FOR EDGEMERE SUBDIVISION. 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 RELEASE THE PERFORMANCE BOND ON TREY POWELL.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO RELEASE THE PERFORMANCE BOND ON TREY POWELL. 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 PROPOSAL FROM ECO SYSTEMS TO PROVIDE PROFESSIONAL PLANNING ASSISTANCE AND PHASE II STORMWATER SERVICES TO THE CITY OF PETAL AT A COST OF \$3,900.00 PER MONTH.

SEE EXHIBIT "E"

CONTRACT WITH ECO SYSTEMS

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE CONTRACT WITH ECO SYSTEMS TO PROVIDE PROFESSIONAL PLANNING ASSISTANCE AND PHASE II STORMWATER SERVICES TO THE CITY OF PETAL AT A COST OF \$3,900.00 PER MONTH. 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 CONTRACT FROM L & A CONTRACTING COMPANY FOR DISASTER RECOVERY SERVICES.

SEE EXHIBIT "F"

CONTRACT WITH L & A CONTRACTING COMPANY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE CONTRACT WITH L & A CONTRACTING COMPANY FOR DISASTER RECOVERY SERVICES. 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 A PROPOSAL FROM KING, CPA TO PROVIDE ACCOUNTING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 2007 IN THE AMOUNT OF \$1,000.00 PER MONTH.

SEE EXHIBIT "G"

PROPOSAL FROM KING, CPA

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE PROPOSAL FROM KING, CPA TO PROVIDE ACCOUNTING SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 2007 IN THE AMOUNT OF \$1,000.00 PER MONTH. 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 PROOFS OF PUBLICATION:

- A. PUBLIC NOTICE-ZONING HEARING 116 PARK DRIVE
- B. ORDINANCE 1984(57-N)
- C. RESOLUTION-FINAL BUDGET
- D. NOTICE TO INTERESTED PARTIES-LEE'S ELECTRIC CO
- E. AD FOR BIDS-SEWER SYSTEM EXPANSION CASTLE MANOR AREA
- F. PUBLIC NOTICE-ZONING HEARING 127 S GEORGE
- G. PUBLIC NOTICE-ZONING HEARING HWY 42

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE PROOFS OF PUBLICATION FOR FILING. 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 INVOICE #14384 IN THE AMOUNT OF \$85,156.98 FROM SHOWS, DEARMAN & WAITS, INC FOR DESIGN OF SEWER SYSTEM FOR CASTLE MANOR AREA.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14384 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$85,156.98 FOR DESIGN OF SEWER SYSTEM FOR CASTLE MANOR AREA. 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 FROM THE PLANNING COMMISSION MEETING OF OCTOBER 10, 2006 AND OCTOBER 24, 2006.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE MINUTES FROM THE PLANNING COMMISSION OF OCTOBER 10, 2006 AND OCTOBER 24, 2006 TO BE FILED. 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 THE FOLLOWING ORDINANCE TO REZONE PROPERTY ON GEORGE STREET FROM R-3 TO C-1.

SEE EXHIBIT "H"

ORDINANCE 1979(42A-186)

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

ALDERMAN JAMES MOORE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO IMPLEMENT NUMERICAL AND TEXT CHANGES TO ORDINANCE 1979(42).

SEE EXHIBIT "I"

ORDINANCE 1979(42A-185)

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. 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 INTERLOCAL AGREEMENT JOINING CSI UNIT AT A COST OF \$5,000.00 PER YEAR.

SEE EXHIBIT "J"

INTERLOCAL AGREEMENT
CIS UNIT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE INTERLOCAL AGREEMENT WITH CSI UNIT. 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 POLICE CHIEF LEE SHELBURN TO PURCHASE A TALON tm LAUNCHER FOR THE ANIMAL WARDEN AT A COST OF \$1,328.00.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE POLICE CHIEF LEE SHELBURN TO PURCHASE A TALON tm LAUNCHER FOR THE ANIMAL WARDEN IN THE AMOUNT OF \$1,328.00. 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 INVOICE #14376 IN THE AMOUNT OF \$11,666.67 FROM SHOWS, DEARMAN & WAITS, INC FOR WATER AND SEWER ANALYSIS.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14376 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$11,666.67 FOR WATER AND SEWER ANALYSIS. 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 INVOICE #14375 IN THE AMOUNT OF \$18,383.22 FROM SHOWS, DEARMAN & WAITS, INC FOR CONSTRUCTION PHASE SERVICES FOR EXTENSION OF SEWER LINES TO CAMCO, TRAILWOOD AND MEADOWBROOK AREAS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14375 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$18,383.22 FOR CONSTRUCTION PHASE SERVICES FOR EXTENSION OF SEWER LINES TO CAMCO, TRAILWOOD AND MEADOWBROOK AREAS. 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 INVOICE #14374 IN THE AMOUNT OF \$13,477.86 FROM SHOWS, DEARMAN & WAITS, INC FOR CONSTRUCTION PHASE SERVICES FOR EXTENSION OF SEWER LINES TO CORINTH ROAD AREA.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14374 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$13,1477.86 FOR CONSTRUCTION PHASE SERVICES FOR EXTENSION OF SEWER LINES TO CORINTH ROAD AREA. 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 INVOICE FROM TISDALE PLUMBING IN THE AMOUNT OF \$3,326.00 FOR WATER HEATER REPLACEMENT AT THE CIVIC CENTER.

THEREUPON, STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE FROM TISDALE PLUMBING IN THE AMOUNT OF \$3,326.00 FOR REPLACEMENT OF WATER HEATER AT THE CIVIC CENTER. 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 ESTIMATE #3 FROM PIPE SERVICES, INC IN THE AMOUNT OF \$191,400.61 FOR SEWER EXTENSION TO CORINTH ROAD.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ESTIMATE #3 FROM PIPE SERVICES, INC IN THE AMOUNT OF \$191,400.61 FOR SEWER EXTENSION TO CORINTH ROAD. 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 FOR A REFUND TO JAMES NGUYEN IN THE AMOUNT OF \$100.00 FOR METER DEPOSIT.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REFUND JAMES NGUYEN \$100.00 FOR METER DEPOSIT. 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 REFUND HUGH MCMURRY THE AMOUNT OF \$51.53 FOR OVERPAYMENT ON WATER BILL.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REFUND HUGH MCMURRY \$51.53 FOR OVERPAYMENT ON WATER BILL. 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 REFUND KIMBERLY LOTT THE AMOUNT OF \$289.00 FOR BEING CHARGED SEWER WHEN SEWER IS NOT AVAILABLE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REFUND KIMBERLY LOTT \$289.00 FOR BEING CHARGED SEWER WHEN SEWER IS NOT AVAILABLE. 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 CLAIMS DOCKET #89604-90275 OF THE CITY OF PETAL GENERAL FUND AND THE PETAL WATER AND SEWER CLAIMS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO PAY CLAIMS #89604-90275 OF THE CITY OF PETAL GENERAL FUND AND THE CITY OF PETAL WATER AND SEWER FUNDS. 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 AN INVOICE FROM MATTHEW BULLOCK IN THE AMOUNT OF \$950.00 FOR DESIGN OF WATER DEPARTMENT LOCATED AT 144 W CENTRAL AVENUE.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE TO MATTHEW BULLOCK IN THE AMOUNT OF \$950.00 FOR DESIGN OF WATER DEPARTMENT LOCATED AT 144 W CENTRAL AVENUE. 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 THE RESIGNATION OF LOUISE CHASTAIN IN THE RECREATION DEPARTMENT EFFECTIVE NOVEMBER 2, 2006.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF LOUISE CHASTAIN OF THE RECREATION DEPARTMENT EFFECTIVE NOVEMBER 2, 2006. 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 AN INVOICE FROM MYERS UNDERGROUND UTILITIES IN THE AMOUNT OF \$39,137.70.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE TO MYERS UNDERGROUND UTILITIES IN THE AMOUNT OF \$39,137.70. 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 FOR JEAN ISHEE TO ATTEND THE 2006 CERTIFICATION UPDATE IN JACKSON, MS DECEMBER 13-15, 2006.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHOZIE JEAN ISHEE TO ATTEND THE 2006 CERTIFICATION UPDATE IN JACKSON, MS DECEMBER 13-15, 2006 AND TO PAY HER EXPENSES. 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 FOLLOWING ORDER HIRING RHONDA GARNER AS CODE ENFORCER.

ORDER

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

IT IS HEREBY ORDERED THAT RHONDA GARNER BE HIRED IN THE BUILDING DEPARTMENT AS CODE ENFORCEMENT AT A RATE OF \$8.50 PER HOUR EFFECTIVE NOVEMBER 14, 2006.

SO ORDERED ON THIS THE 6TH DAY OF NOVEMBER, 2006.

THEREUPON, ALDERMAN MOORE 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 LABORER IN THE WATER DEPARTMENT.

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 WATER DEPARTMENT.

IT IS HEREBY ORDERED THAT ANDREW WEBER BE HIRED IN THE WATER DEPARTMENT AS A LABORER AT A RATE OF \$8.00 PER HOUR EFFECTIVE OCTOBER 25, 2006.

SO ORDERED ON THIS THE 6TH DAY OF NOVEMBER, 2006.

THEREUPON, ALDERMAN STRINGER 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 A REQUEST FROM POLICE CHIEF LEE SHELBOURN TO ADVERTISE FOR A WARRANTS OFFICER.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADVERTISE FOR A WARRANTS OFFICER IN THE POLICE DEPARTMENT UPON THE RECOMMENDATION OF POLICE CHIEF LEE SHELBOURN. 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 A REQUEST TO RESCIND THE FOLLOWING ORDINANCES:

- A. ORDINANCE 1989(73)
- B. ORDINANCE 1898(73-1)
- C. ORDINANCE 1975(21)
- D. ORDINANCE 1975(20-1)
- E. ORDINANCE 1975(25-A)
- F. ORDINANCE 1975(21-A)
- G. ORDINANCE 1975 (22-A)
- H. ORDINANCE 1975
- I. ORDINANCE 1975(23)
- J. ORDINANCE 1975(20)
- K. ORDINANCE 1975(18)
- L. ORDINANCE 1975(18-1)
- M. ORDINANCE 1998(92)
- N. ORDINANCE 1975(18A-2)
- O. ORDINANCE 2001(100-1)
- P. ORDINANCE 1975(25-A1)
- Q. ORDINANCE 1975(25-A2)
- R. ORDINANCE 1975(25)
- S. ORDINANCE 1975(23-A)
- T. ORIDNANCE 1975(22-A)
- U. ORDINANCE 2001(100)

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO RESCIND THE FOREGOING ORDINANCES. 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 ORDINANCE.

SEE EXHIBIT "K"

ORDINANCE 2006(103)

AN ORDINANCE ADOPTING BUILDING, PLUMBING, ELECTRICAL,
GAS, FIRE PREVENTION, MECHANICAL, AND PROPERTY
MAINTENANCE CODES FOR THE CITY OF PETAL, MISSISSIPPI

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. 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 "L"

ORDINANCE 2006(104)

AN ORDINANCE CREATING REQUIREMENTS FOR THE ISSUANCE
OF ELECTRICAL, MECHANICAL, AND PLUMBING LICENSES.
CREATION OF A ELECTRICAL/MECHANICAL AND PLUMBING
EXAMINING BOARD AND THEIR RESPECTIVE BOARD OF REVIEWS.
PROVIDING LICENSING FEES, PROVIDING PENALTIES FOR
VIOLATIONS THEREOF, DISCLAIMER OF LIABILITY FOR DAMAGE
BY THE CITY AND RELATED PURPOSES

THEREUPON, ALDERMAN STRINGER 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 HOLIDAYS AS PROCLAIMED BY
GOVERNOR HALEY BARBOUR.

THANKSGIVING - THURSDAY, NOVEMBER 23, 2006
FRIDAY, NOVEMBER 24, 2006

CHRISTMAS----- MONDAY, DECEMBER 25, 2006
TUESDAY, DECEMBER 26, 2006

NEW YEAR'S MONDAY, JANUARY 1, 2007

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING
DAYS AS HOLIDAYS FOR THE ELIGIBLE CITY EMPLOYEES. 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 PROCLAMATION SETTING
NOVEMBER 2006 AS HOME CARE MONTH.

SEE EXHIBIT "M"

PROCLAMATION

HOME CARE MONTH

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

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

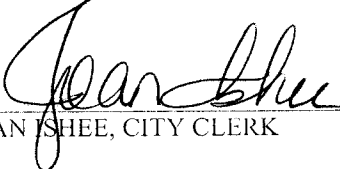
THERE BEING NO FURTHER BUSINESS, THE SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 6TH DAY OF NOVEMBER, 2006.



CARL SCOTT, MAYOR

(SEAL)

ATTEST:



JEAN SHEE, CITY CLERK

EXHIBIT "A"

Special Meeting Notice
11/06/2004

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
CITY OF PETAL
119 W 8TH AVENUE, PETAL, MS
2. List the date and population of the latest official U.S. Census or most recent official census:
2000/9616
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
4. Period of time covered by this questionnaire:
From: OCTOBER 2005 To: SEPTEMBER 2006
5. Expiration date of current elected officials' term: JULY 2009

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EXHIBIT "B"

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2006

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) YES
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) YES
3. Are municipal records open to the public? (Section 25-61-5) YES
4. Are meetings of the board open to the public? (Section 25-41-5) YES
5. Are notices of special or recess meetings posted? (Section 25-41-13) YES
6. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) YES
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) YES
 - Municipal clerk (Section 21-15-38) YES
 - Deputy clerk (Section 21-15-23) YES
 - Chief of police (Section 21-21-1) YES
 - Deputy police (Section 45-5-9) (if hired under this law) YES
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) YES
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) YES
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) YES
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) YES

IV-B6

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) YES
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) YES

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) YES
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) YES
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) YES
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) YES
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) YES
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) YES
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) YES
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) YES
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) YES
- If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) YES

IV-B7

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) YES
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) YES
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) YES
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) YES
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) YES
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] YES
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) YES
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? YES
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) YES

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] YES
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] YES
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] YES
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) YES

IV-B8

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) YES
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) YES
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) YES
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) YES
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) YES

EXHIBIT "B"

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) YES
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) YES
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) YES
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) YES

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) YES
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) YES
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) N/A
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) YES
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) YES
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) YES
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) YES
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) YES

IV-B9

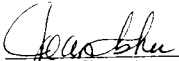
IV-B10

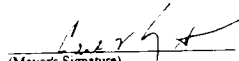
CITY OF PETAL
(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20_06

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of PETAL , and, to the best of our knowledge and belief, all responses are accurate.


(City Clerk's Signature)


(Mayor's Signature)

 NOVEMBER 2, 2006
(Date)

 NOVEMBER 2, 2006
(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

IV-B11

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a STIPULATED SUM

EXHIBIT "C"

CLOSE-OUT DOCUMENTS FOR PETAL FIRE STATION SECOND BIDDING PETAL, MISSISSIPPI

AGREEMENT made as of the Third day of June in the year of Two Thousand and Five (In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

City of Petal
119 West Eighth Street
Petal, MS 39465
Telephone Number: 601-545-1776
Fax Number: 601-5456685

and the Contractor:
(Name, address and other information)

Jay-Van Company
PO Box 15427
Hattiesburg, MS 39404
Telephone Number: 601-545-1161
Fax Number: 601-583-2340

The Project is:
(Name and location)

03013 City of Petal Fire Station Second Bidding
Petal, Mississippi

The Architect is:
(Name, address and other information)

Griffin Architecture, Sole Proprietorship
455 Lynn Ray Road
Petal, MS 39465
Telephone Number: 601-554-8200
Fax Number: 601-554-8576

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The commencement date will be fixed in a notice to proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 210 days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Eighty-three Thousand Dollars and Zero Cents (\$ 583,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the unit for each and the date when that amount expires)

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§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5.00%);
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

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Tony Phillips
125 West Eighth Street
Petal, MS 39465
Mobile Number: 601-606-4170

EXHIBIT "C"

(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 3.1.6.1 and 3.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

As per State of Mississippi statutes

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

One-half percent (0.50%) monthly

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:

(Name, address and other information)

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§ 7.4 The Contractor's representative is:
(Name, address and other information)

Bill Wade
PO Box 15427
Hainesburg, MS 39404

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is the executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated May 01, 2005, and are as follows:

Document	Title	Pages
----------	-------	-------

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Title of Specifications exhibit: Table of Contents

§ 8.1.5 The Drawings are as follows, and are dated May 01, 2005, unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
Title of Drawings exhibit:

Number	Date	Pages
1	5/13/2005	1
2	5/24/2005	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

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(List here any additional documents that are intended to form part of the Contract Documents AIA Document A201-1997 provides that bidding requirements such as advertisements or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

Tony Phillips, Mayor
(Printed name and title)

CONTRACTOR (Signature)

Bill Wade, President
(Printed name and title)

INDEX OF DRAWINGS	
ARCHITECTURAL	Griffin Architecture 455 Lynn Ray Road Petal, Mississippi 39465 Phone 601-554-8200 Fax 601-554-8576 Lewis Griffin, AIA
STRUCTURAL	Structural Design Group 220 Great Circle Road Suite 108 Nashville, TN 37228 615-255-5537 Fax 615-255-1486 Tom Schaeffer
MECHANICAL	CGM Group 201 Park Court Suite A Ridgeland, MS 39157 601-898-4516 Fax 601-898-4517 Jason Kackley
ELECTRICAL	Watkins OGwynn Electrical Engineers 4523 Office Park Drive Jackson, MS 39206 601-982-3313 601-982-7685 Stan Schulz

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CITY OF PETAL
MINUTE BOOK 26

411

City of Petal Fire Station - Second Bidding

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City of Petal Fire Station - Second Bidding

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City of Petal Fire Station - Second Bidding
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ACORD CERTIFICATE OF LIABILITY INSURANCE		PRODUCER	INSURERS AFFORDING COVERAGE	NAIC #	
<p>City of Petal Fire Station - Second Bidding DIVISION 16 - ELECTRICAL</p>		<p>SouthGroup-Hattiesburg P.O. Box 791 Hattiesburg MS 39403-0791 Phone: 601-544-2122 Fax: 601-584-6703</p>	<p>INSURER A: St. Paul Fire & Marine INSURER B: Builders & Contractors Assoc. INSURER C: INSURER D: INSURER E:</p>		
<p>Jay-Van Company P.O. Box 15427 Hattiesburg MS 39404-5427</p>					
<p>COVERAGES</p> <p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIODS INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<p>Project: 03013 City of Petal Fire Station Second Building, Petal, MS OWNER AND OTHERS NAMED AS ADDITIONAL INSURED (BLANKET) WHEN REQUIRED IN WRITTEN CONTRACT - GENERAL LIABILITY AND AUTO. See attached Evidence of Property Insurance.</p>	<p>GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LDC</p>	KC04100182	10/11/04	10/11/05	<p>EACH OCCURRENCE \$ 1,000,000 EXPANDED TO REPORTED PREMISES (EA REPORTED) \$ 100,000 AMED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPOP AGG \$ 2,000,000</p>
	<p>AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> HIGH OWNED AUTOS</p>	KC04100182	10/11/04	10/11/05	<p>COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$</p>
	<p>DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO</p>				<p>AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$</p>
	<p>EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ 10</p>	KC04100182	10/11/04	10/11/05	<p>EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000</p>
	<p>WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? YES DESCRIBE BELOW SPECIAL PROVISIONS below OTHER</p>	WC104-3000659	09/01/04	09/01/05	<p>WC STATE/TER \$ WC FEDERAL/TER \$ EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000</p>
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Project: 03013 City of Petal Fire Station Second Building, Petal, MS OWNER AND OTHERS NAMED AS ADDITIONAL INSURED (BLANKET) WHEN REQUIRED IN WRITTEN CONTRACT - GENERAL LIABILITY AND AUTO. See attached Evidence of Property Insurance.</p>					
<p>CERTIFICATE HOLDER</p> <p>City of Petal 119 West Eighth Street Petal MS 39465</p>		<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE C. D. Gailey</p>			

PERFORMANCE BOND
(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

CITY OF PETAL
MINUTE BOOK

412

Bond No.: 104418356

KNOW ALL BY THESE PRESENTS, That we, Jay-Van Company, P. O. Box 15427, Hattiesburg, Mississippi 39404, as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto City of Petal, 119 West Eighth Street, Petal, Mississippi 39465, as Obligees, in the sum of Five Hundred Eighty-three Thousand Dollars and Zero Cents Dollars (\$583,000.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein

WHEREAS, Principal has entered into a contract with Obligees dated June 3, 2005 for 03013 City of Petal Fire Station Second Bidding, Petal, Mississippi ("Contract")

NOW, THEREFORE, the condition of this obligation is such that if Principal shall perform the Construction Work to be done under the Contract, then this obligation shall be null and void, otherwise to remain in full force and effect. Surety's obligations hereunder shall not arise unless Principal is in default under the Contract for failing to perform the Construction Work, and has been declared by Obligees to be in default under the Contract for failing to perform the Construction Work, and Obligees has performed its obligations under the Contract. In such event, Surety shall have a reasonable period of time to:

1. Upon entering into an acceptable written takeover agreement with Obligees, undertake to perform and complete the Construction Work to be done under the Contract, or
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligees and contractor, to be secured with performance and payment bonds executed by a qualified surety, or
3. Waive its right to perform or complete the Construction Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligees and, as soon as practicable after the amount is determined, tender payment therefor to the Obligees; or (b) Deny liability in whole or in part and notify the Obligees citing reasons therefor.
4. The Contract balance, as defined below, shall be credited against the reasonable construction cost of completing the Construction Work to be performed under the Contract. If completed by Obligees pursuant to paragraphs 2 or 3 above, and the reasonable construction cost exceeds the Contract balance, Surety shall pay to Obligees such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Construction Work pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Construction Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligees, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in the paragraph, shall mean the total amount payable by Obligees under the Contract and any amendments thereto, less the amounts properly paid by Obligees to Principal under the Contract. The term "Construction Work" as used herein shall mean the providing all labor and/or material necessary to complete Principal's scope of work under the Contract. Notwithstanding any language in the Contract to the contrary, the Contract balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Construction Work
5. Any suit by Obligees under this bond must be instituted before the earlier of: (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal

cessed performing the Construction Work under the Contract, excluding warranty work. If this bond is provided to comply with bond statutes in the location where the Construction Work is being performed, and the bond statutes contain a statute of limitations for suits on the performance bond, then the limitation period set forth herein shall be read out of this bond and the statute of limitation set forth in the bond statutes shall be read into this bond. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than the earlier of (y) the date of substantial completion of the Construction Work, or (z) the date Principal ceased performing Construction Work, excluding warranty work

6. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere

7. This bond shall not afford coverage for any liability of Principal for tortious acts, whether or not said liability is direct or is imposed by the Contract, and shall not serve as or be a substitute for or supplemental to any liability or other insurance required by the Contract. No right of action shall accrue on this bond to or for the use of any person or entity other than the named Obligees.

8. This bond is provided to comply with applicable statutory or other legal requirement for performing construction contracts for public owners in the location where the Construction Work is being performed. Except as provided in paragraph 5 above, all provisions in the bond which are in addition to or differ from applicable statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond.

Signed this 3rd day of June, 2005.

JAY-VAN COMPANY
(Principal)

By: Bill W. Wade
Bill W. Wade, President

Travelers Casualty and Surety Company of America

By: C. D. Galey
C. D. Galey, Mississippi Agent and, Attorney-in-Fact

PAYMENT BOND
(Public Work)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 104418356

KNOW ALL BY THESE PRESENTS, That we, Jay-Van Company, P. O. Box 15427, Hattiesburg, Mississippi 39404, as Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, as Surety, are held and firmly bound unto City of Petal, 119 West Eighth Street, Petal, Mississippi 39465, as Obligees, in the sum of Five Hundred Eighty-three Thousand Dollars and Zero Cents U.S. Dollars (\$583,000.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein

WHEREAS, Principal has entered into a contract with Obligees, dated June 3, 2005, for 03013 City of Petal Fire Station Second Bidding, Petal, Mississippi ("Contract")

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material actually used, consumed or incorporated in the performance of the construction work to be performed under the Contract, then this obligation shall be void; otherwise to remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one other than Obligees having a contract with Principal or with a direct subcontractor of Principal to supply labor and/or materials and said labor and/or materials are actually used, consumed or incorporated in the performance of the construction work under the Contract.
2. Principal and Surety hereby jointly and severally agree with Obligees that every Claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed or materials were furnished by such Claimant, may bring suit on this bond, prosecute the suit to final judgment for the amount due under Claimant's contract for the labor and/or materials supplied by the Claimant which were used, consumed or incorporated in the performance of the work, and have execution thereon, provided, however, that a Claimant having a direct contractual relationship with a subcontractor of Principal shall have a right of action on this bond only if said Claimant notifies Surety in writing of its claim within ninety (90) days from the date on which said Claimant did or performed the last labor and/or materials for which the claim is made. Obligees shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
 - a. After the expiration of the earlier of: (1) one year after the day on which Claimant last supplied the labor and/or materials for which the claim is made; or (2) the limitation period set forth in the public works bond statutes, if any, in the location where the construction work is being performed. Any limitation contained in this bond which is prohibited by any law controlling in the state where the suit is filed shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by the law of that state, and said period of limitation shall be deemed to have accrued and shall commence to run on the day Claimant last supplied the labor and/or materials for which the claim is made, and
 - b. Other than in a state court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder. Surety's liability hereunder is limited, singly, or in the aggregate, to the penal sum of the bond set forth herein.

5. This bond is provided to comply with a statutory or other legal requirement for performing construction contracts for public owners in the location where the construction work is being performed. Except as provided in paragraph 3 above, all provisions in the bond which are in addition to or differ from those statutory or legal requirements shall be read out of this bond, and all pertinent statutes and other legal requirements shall be read into the bond. This bond is a statutory bond, not a common law bond.

Signed this 3rd day of June, 2005.

JAY-VAN COMPANY
(Principal)

By: Bill W. Wade
Bill W. Wade, President

Travelers Casualty and Surety Company of America

By: C. D. Galey
C. D. Galey, Mississippi Agent and, Attorney-in-Fact

EXHIBIT

IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of an insurer's statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at \$100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

KNOW, ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: C. D. Galey, Glenn E. Galey, Sybil B. Gammel, of Hattiesburg, Mississippi, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, consents of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, any Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

ILT-1018 (9/04)

(05-04) Unlimited

AIA Document G704™ - 2000

Certificate of Substantial Completion

PROJECT: (Name and address): 03013 City of Petal Fire Station Second Bidding Petal, Mississippi TO OWNER: (Name and address): City of Petal 119 West Eighth Street Petal Ms 39465 PROJECT NUMBER: 03013/ CONTRACT FOR: General Construction CONTRACT DATE: June 03, 2005 ARCHITECT: OWNER: CONTRACTOR: FIELD: OTHER:

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

General Construction

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty Date of Commencement Griffin Architecture ARCHITECT BY [Signature] DATE OF ISSUANCE April 27 2006

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ 0.00 The Contractor will complete or correct the Work on the list of items attached hereto within Fourteen (14) days from the above date of Substantial Completion.

Jay-Van Company CONTRACTOR BY [Signature] DATE 2-28-06

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 9:00 am (time) on April 27, 2006 (date).

City of Petal OWNER BY DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance are as follows: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and costs.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706 TO (Owner) City of Petal 119 West Eighth Street Petal, MS 39465 ARCHITECT'S PROJECT NO: CONTRACT FOR: General Construction CONTRACT DATE: June 3, 2005 PROJECT: Petal Fire Station (name, address) Petal, Mississippi State of: Mississippi County of: Forrest

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referred above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO: 1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose. Indicate attachment: (yes) (no). 2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof. 3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A). CONTRACTOR: Jay-Van Company P. O. Box 15427 Hattiesburg, MS 39404 Address: BY: Adam R. Street Subscribed and sworn to before me this 23rd day of August, 2006 Notary Public: My Commission Expires: February 2, 2007

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

OWNER ARCHITECT CONTRACTOR SURETY OTHER

AIA DOCUMENT C706A

TO (Owner) City of Petal 119 West Eighth Street Petal, MS 39465
ARCHITECT'S PROJECT NO. CONTRACT FOR: General Construction
CONTRACT DATE: June 3, 2005

State of: Mississippi
County of: Forrest

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releasees or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.

None

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Release or Waiver of Liens from Subcontractors and material and equipment suppliers to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: Jay-Van Company P. O. Box 15427 Hattiesburg, MS 39404

Address Adam R. Street
Subscribed and sworn to before me this 23rd day of August 2006
Notary Public: [Signature]
My Commission Expires: February 2, 2007

AIA DOCUMENT C706A - CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS - APRIL 1978 EDITION - AIA® © 1978 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006 ONE PAGE

EXHIBIT "C" P. O. BOX 15427 BUNHOMIE ROAD HATTIESBURG, MS 39402

April 27, 2006

City of Petal 119 West Eighth Street Petal, MS 39465

RE: 03013 PETAL FIRE STATION PETAL, MISSISSIPPI

Gentlemen:

We hereby certify that all bills for labor and materials incorporated into the above captioned project under our Contract, have been paid and that the Owner is released from any and all claims and/or damages under this contract.

Very truly yours,

JAY-VAN COMPANY

[Signature] Adam Street

ARS pc

Sworn to before me, the undersigned authority, on the 23rd day of August 2006

[Signature] Notary Public

My commission expires February 2, 2007

Travelers Casualty & Surety Company of America Bond No. TC4036

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER ARCHITECT CONTRACTOR SURETY OTHER

PROJECT: 03013 City of Petal Fire Station Second Bidding (name, address) Petal, Mississippi

TO (Owner) City of Petal 119 West Eighth Street Petal, MS 39465
ARCHITECT'S PROJECT NO: 03013/ CONTRACT FOR: 03013 City of Petal Fire Station Second Bidding, Petal, Mississippi
CONTRACT DATE: June 3, 2005

CONTRACTOR: Jay-Van Company P. O. Box 15427 Hattiesburg, Mississippi 39404-5427

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company) Travelers Casualty And Surety Company of America Hartford, Connecticut 06183, SURETY COMPANY

on bond of (here insert name and address of Contractor) Jay-Van Company P. O. Box 15427 Hattiesburg, Mississippi 39404, CONTRACTOR

herby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Petal 119 West Eighth Street Petal, MS 39465, OWNER as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 29th day of August, 2006

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Surety Company

[Signature] Signature of Authorized Representative Glenn E. Galey, Attorney-in-Fact Title

Attac: (Seal)

NOTE: This form is to be used as a companion document to AIA DOCUMENT C706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

AIA DOCUMENT C707 - CONSENT OF SURETY COMPANY TO FINAL PAYMENT * APRIL 1978 EDITION * AIA® © 1978 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006 ONE PAGE

POWER OF ATTORNEY ST PAUL TRAVELERS Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, United States Fidelity and Guaranty Company. Attorney-in-Fact No. 217039 Certificate No. 000561324. KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Massachusetts, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Glenn E. Galey, Glenn E. Galey and Sybil B. Gammitt C. D. Galey, Glenn E. Galey and Sybil B. Gammitt of the City of Hattiesburg, State of Mississippi, their true and lawful Attorneys-in-Fact, each in their separate and individual capacities, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. IN WITNESS WHEREOF the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 14th day of June 2006. [Signatures and Seals of Companies]

JAY-VAN COMPANY
GENERAL CONTRACTOR
HATTIESBURG, MISSISSIPPI
39404-5427

CITY OF PETAL
MINUTE BOOK 26
24 BONHOMIE ROAD
HATTIESBURG, MS 39402

JAY-VAN COMPANY
GENERAL CONTRACTOR
HATTIESBURG, MISSISSIPPI
39404-5427
PHONE 601-545-1161
FAX 601-583-2340

EXHIBIT A
April 27, 2006

GUARANTEE

P. O. BOX 15427
24 BONHOMIE ROAD
HATTIESBURG, MS 39402

PHONE: (601)545-1161
FAX: (601)583-2340

City of Petal
119 West Eighth Street
Petal, MS 39465

RE: 03013 PETAL FIRE STATION
PETAL, MISSISSIPPI

April 27, 2006

City of Petal
119 West Eighth Street
Petal, MS 39465

13 PETAL FIRE STATION
AL, MISSISSIPPI

Gentlemen:

The above referenced project has been constructed in accordance with all Contract Documents.

Very truly yours,

JAY-VAN COMPANY

Adam Street

ARS/pc

Sworn to before me, the undersigned authority, on the 23rd day of August 2006

William J. Cooper
Notary Public

My commission expires February 2, 2007

Gentlemen:

We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one year or such longer period of time as may be called for in the contract documents for such portions of the work.

Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.

If after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the work stipulated in the project manual or other papers forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

Very truly yours,
JAY-VAN COMPANY

Adam Street

Sworn to before me, the undersigned authority, on the 23rd day of August 2006

William J. Cooper
Notary Public

My commission expires on February 2, 2007

JAY-VAN COMPANY
GENERAL CONTRACTOR
HATTIESBURG, MISSISSIPPI
39404-5427

P. O. BOX 15427
24 BONHOMIE ROAD
HATTIESBURG, MS 39402

PHONE 601-545-1161
FAX 601-583-2340

April 27, 2006

City of Petal
119 West Eighth Street
Petal, MS 39465

RE: 03013 PETAL FIRE STATION
PETAL, MISSISSIPPI

Gentlemen:

We hereby certify that all materials incorporated in this project are non-asbestos containing materials.

Very truly yours,

JAY-VAN COMPANY

Adam Street

ARS/pc

Sworn to before me the undersigned authority, on the 23rd day of August 2006

William J. Cooper
Notary Public

mission expires on February 2, 2007

STANDARD SUBTERANEAN TERMITE PRETREATMENT CONTRACT
THIS CONTRACT PROVIDES FOR THE REPAIR OF DAMAGE

Adopted by the Pest Control Advisory Council & Approved by the Bureau of Plant Industry

This contract made this the 23 DAY OF AUGUST 2006 at PETAL Mississippi by and between BEHRE Pest & Termite Control hereunto duly authorized pest control operator licensed under the Mississippi laws and regulations governing Pest Control Operators, and JAY-VAN COMPANY P. O. BOX 15427 HATTIESBURG, MS 39402. IN CONSIDERATION OF THE SUM \$221.20 TAX \$ 0 FOR A TOTAL OF \$ 221.20 to be paid as follows: upon job completion. The pest control operator does hereby agree to treat the construction area(s) described herein.

I. TREATMENT SPECIFICATIONS

This contract provided for the treatment of Subterranean Termites. Work performed under this contract shall comply with all of the rules and regulations of the Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry.

The Property to be treated under this contract is known as:
1187 NHT #2 PETAL Tom County
Street or Lot Number
and will be the following type construction: Monolithic Slab Suspended Slab
Floating Slabs 0 Crawl 0 Basement 0 Others 0

The building or buildings to be constructed on the above property are more specifically described as follows: PETAL FIRE HALL

Diagram showing construction dimensions and outline of work to be carried out are on back of this contract. Exterior perimeter treatment will be completed within twelve months. The property described above shall be treated with:

Chemical used DRAXIN 70 Percent Concentration 25% Total Volume 560 gal

II. GUARANTEE

In fulfilling the condition of this contract [Pest Control Operator] BEHRE'S Pest & Termite Control agrees to protect soil and/or gravel after site preparation is completed as required by the label of the termiticide used, and to control subterranean termites for a period of ONE YEAR from the effective date of this contract; and, to make an initial inspection within thirty days of the anniversary date of the initial treatment; and to perform any additional work as may be necessary, also at no additional cost, provided there has been no change to the structure or conditions of the structure as originally treated. Pest control operator guarantees to repair damage occurring while contract is in force due to active subterranean termites. Activity will be confirmed by Bureau of Plant Industry.

The purchaser warrants full cooperation with the pest control operator during the life of this contract, and agrees to maintain the area treated free from any factor contributing to an infestation, such as wood, trash, lumber or direct wood soil contact on the area treated. Purchaser agrees not to make any alterations or additions to the structure without notifying the pest control operator for proper treatment to be performed and agrees to eliminate faulty plumbing, leaks and dampers from drains, condensation or leaks from the roof or otherwise into, onto or under said area treated. At no time will damage caused to any portion of the structure, even by an active infestation, be the responsibility of the pest control operator in areas where any of the conditions described in this paragraph exist.

III. RENEWAL/CANCELLATION

This contract may be continued and the price will be \$220.00 plus tax \$0 for a total of \$220.00 per ONE YEAR to the end of the fifth (5) year, the renewal fee may be re-negotiated. Upon renewal of this agreement the pest control operator agrees to inspect said property no less than once annually and to do any treatment work required at no further cost to the purchaser provided there has been no change by the purchaser or anyone else to the structure or the conditions of the structure as originally treated.

After the fifth year, either party shall have the right upon the anniversary date of this contract to cancel this agreement in its entirety by written notification thirty (30) days prior to the anniversary date. This notice shall be delivered or mailed to the address of the owner shown in this contract or the last known address of the owner.

IV. LIABILITY

The obligation of the pest control operator under this contract is conditioned upon payment in full of the contract price as set forth above and failure to pay the same in full shall cancel this contract in its entirety and discharge the pest control operator of any, and all liability and any amount paid shall become the property of the pest control operator as liquidated damages hereunder, unless the Bureau of Plant Industry determines the pest control operator has failed to treat according to the applicable rules and regulations. Liability of the pest control operator is limited to the life of the contract and any renewal thereof.

The pest control operator agrees to exercise due care in applying treatment in order to avoid damage to shrubs and vegetation around the structure but under no circumstances or conditions shall the pest control operator be responsible for damage involved in this job or stains or discoloration to any part of the structure except those resulting from negligence on the part of the pest control operator.

V. ARBITRATION

The purchaser and the pest control operator agree that any controversy or claim between them arising out of or relating to this agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules then in force of the American Arbitration Association. The decision of the arbitrator shall be final and binding resolution of the disagreement which may be entered as a judgment by any court of competent jurisdiction. Neither party shall sue the other where the basis of the suit is the agreement other than for enforcement of the arbitrator's decision. In no event shall either party be liable to the other for indirect, special or consequential damages or loss of anticipated profits.

ACCEPTED BY: Signature of Applicator [Signature] Date 8/23/06

Signature of License or Permit Holder [Signature] Date 8/23/06

License or Permit # 1330 Expiration Date 6/10/06

Signature of Requesting Party [Signature] Date _____

This pest control operator is licensed and registered by the Mississippi Department of Agriculture and Commerce, Bureau of Plant Industry, P.O. Box 1057, Mississippi State, MS 39762, (662) 321-3399

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

THIS MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT (the "Agreement") is dated as of 12/15/2016 and entered into between Old National Bank ("Lessor") and CITY OF PETAL ("Lessee")

RECITALS

- A. Lessor desires to lease and sell the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease and purchase the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement.
 - B. Lessee is authorized under the Constitution and laws of the State of MISSISSIPPI (the "State") to enter into this Agreement for the purposes and subject to the conditions set forth herein.
 - C. This Agreement shall be implemented from time to time by the execution and delivery of an Acceptance Certificate relating to the Equipment described therein, a Schedule of Payments relating thereto and the other documents required hereby with respect thereto, with each being the foregoing constituting a single transaction with respect to an Equipment Group subject to and entered into pursuant to this Agreement.
- NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS AND IMPLEMENTATION

- Section 1.01 The following terms will have the meanings indicated below unless the context clearly requires otherwise:
 - *"Acceptance Certificate" is the document, substantially in the form attached, which shall be executed and delivered to Lessor as evidence of the acceptance of the Equipment Group described therein by Lessee on the date thereof.
 - *"Agreement" means this Master Equipment Lease/Purchase Agreement including the documents attached hereto or hereafter made a part hereof.
 - *"Code" means the Internal Revenue Code of 1986, as amended.
 - *"Commencement Date" with respect to any Equipment Group is the date when Lessee delivers an executed Acceptance Certificate with respect to such Equipment Group to Lessor or the date when Lessor deposits the anticipated acquisition price of such Equipment Group in an escrow fund, whichever occurs first.
 - *"Escrow Agreement" means an escrow agreement delivered pursuant to Section 2.02 hereof.
 - *"Equipment" means that personal property consisting of equipment described in the Essential Use Letter and one or more Acceptance Certificates or Acceptance Certificates, as the case may be, executed by Lessee and delivered to Lessor pursuant thereto, together with any and all addenda, modifications, attachments, accessories, substitutions, replacements and parts thereof.
 - *"Equipment Group" means the personal property described on an individual Acceptance Certificate or Acceptance Certificate, as the case may be.
 - *"Acceptance Certificate" means a document, substantially in the form attached, which shall be executed and delivered to Lessor as evidence of implementation of an escrow funded transaction as further described in Section 1.02.
 - *"Payment Request Form/Acceptance Certificate" is the document, substantially in the form attached, which shall be executed and delivered to Lessor and Escrow Agent as evidence of acceptance by Lessee of the Equipment described therein on the date thereof and authorization by Lessee to pay from escrow the amount described therein to the Vendor of such Equipment.
 - *"Purchase Price" with respect to an Equipment Group shall mean the amount which Lessee can pay to Lessor to acquire such Equipment Group outright on a payment date, as set forth on the Schedule of Payments executed by Lessee and applicable to such Equipment Group.
 - *"Rental Payments" means the basic payments payable by Lessee pursuant to the provisions of this Agreement during the Term. Rental payments shall be payable by Lessee to Lessor in the amounts and at the times during the Term set forth in the Schedule of Payments relating to each Equipment Group.

EXHIBIT "D"

Section 1.02

Section 1.03

Section 1.04

Section 2.01

"Schedule of Payments" means the document(s) substantially in the form attached which shall include the terms and provisions of Lessee's payment obligation with respect to each Equipment Group and which shall include an amortization table for such payments.

"Term" means the term provided for in Section 3.01 hereof.

"Vendor" means the manufacturer(s) of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or will purchase the Equipment and documents required thereby.

Implementation of Escrow Funded Transactions: Escrow funded transactions entered into hereunder with respect to any Equipment Group shall be implemented by Lessee executing and delivering to Lessor with respect to such Equipment Group (a) a Schedule of Payments, (b) an Escrow Agreement, (c) an Acceptance Certificate to which shall be attached the related Schedule of Payments, and (d) upon acceptance of the Equipment thereon, a Payment Request Form/Acceptance Certificate with respect thereto.

Implementation of Non-Escrow Funded Transactions: Non-Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor, upon acceptance of the Equipment Group, an Acceptance Certificate with respect thereto to which shall be attached the related Schedule of Payments.

General: Each transaction implemented and entered into hereunder with respect to each Equipment Group shall constitute a separate and distinct legal and binding obligation of Lessee with this Agreement being applicable thereto independent of additional transactions which may be entered into by Lessor and Lessee hereunder.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Lessee represents, covenants and warrants to Lessor as follows:

- (A) Lessee is a state or political subdivision hereof within the meaning of Section 103(c) of the Code, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.
- (B) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (C) The execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement. Lessee further represents, covenants and warrants that all requirements have been met and procedures have been followed in order to ensure the enforceability of this Agreement.
- (D) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder.
- (E) Lessee shall cause to be executed and delivered to Lessor, an opinion of its counsel and an incurrence certificate in form and substance satisfactory to Lessor.
- (F) Lessee has an immediate need for, and expects to make immediate use of all of the Equipment, which need is not temporary or expected to diminish during the term of this Agreement.
- (G) The execution, delivery and performance of this Agreement and transactions contemplated herein will not, in any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any insurance, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which Lessee is a party or by which it is bound.
- (H) There are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligations hereunder.
- (I) The Equipment is essential to and will be used only for the purpose of performing one or more governmental functions of Lessee consistent with the scope of Lessor's authority and will not be used in a trade or business of any person or entity. Lessee shall deliver to Lessor, an Essential Use Letter in substantially the form attached hereto.

- (J) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

Implementation of Escrow Funded Transactions: Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor (a) a Schedule of Payments, (b) an Escrow Agreement, and (c) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto.

ARTICLE III
TERM

Term of Agreement: This Agreement shall be effective as of the date of execution hereof and shall remain in effect until Lessee has paid all Rental Payments and other amounts due hereunder with respect to all Equipment Groups made subject hereto, subject to Section 3.02 below.

Termination of Term: The Term will terminate upon the earliest of any of the following events:

- (a) the non-appropriation of funds and termination of this Agreement pursuant to Section 5.06 with respect to all Equipment Groups;
- (b) the exercise by Lessee of the option to purchase the Equipment in all Equipment Groups under the provisions of Article VII or X of this Agreement;
- (c) a default by Lessee with respect to all Equipment Groups and Lessor's election to terminate this Agreement with respect to all Equipment Groups under Article VIII; or
- (d) the payment by Lessee of all Rental Payments and all other sums required to be paid by Lessee hereunder with respect to all Equipment Groups.

ARTICLE IV
LEASE AND SALE OF EQUIPMENT

Lease and Sale: Lessor hereby leases and sells all Equipment made subject to this Agreement to Lessee and Lessee hereby leases and purchases such Equipment from Lessor, upon the terms and conditions set forth in this Lease.

So long as Lessee is not in default hereunder, as to claims of Lessor or persons claiming under Lessor, Lessor hereby covenants that Lessee shall peacefully and quietly have, hold, possess, use and enjoy the Equipment without suit, trouble or hindrance from Lessor, subject to the terms and provisions hereof. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V
RENTAL PAYMENTS

Rental Payments Not to Constitute a Full Faith and Credit Obligation of Lessee: Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder constitutes a current expense of Lessee and not a debt in consideration of constitutional or statutory limitation nor a pledge of the full faith and credit or the general tax revenues, funds or moneys of Lessee.

Payment of Rental Payments: Lessee shall pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor at the address set forth on the execution page hereof in the amounts and on the dates set forth in the Schedule of Payments with respect to each Equipment Group made subject hereto.

Interest and Principal Components: As set forth on the Schedule of Payments with respect to each Equipment Group, a portion of each Rental Payment is paid as, and represents payment of, interest and the balance is paid as, and represents payment of, principal.

Section 5.04

Section 5.05

Section 5.06

Section 6.01

Section 6.02

Section 6.03

Section 6.04

Rental Payments to be Unconditional: Subject to the limitations of Section 5.06 hereof, the obligation of Lessee to make payment of the Rental Payments required under this Article V and to perform and observe the other covenants and agreements contained herein with respect to all Equipment Groups shall be absolute and unconditional in all events except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, or any defects, breakdowns or malfunctions in any Equipment, Lessee shall pay all Rental Payments when due and shall not withhold any Rental Payments or assert any right of set off or counterclaim against its obligation to make any payments under this Agreement. Lessee's obligation to make Rental Payments shall not be abated through accident or unforeseen circumstances.

Continuation of Term by Lessee: Lessee intends, subject to the provisions of Section 5.06, to pay all Rental Payments hereunder and reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments with respect to each Equipment Group during the Term will be available. The financial officer of Lessee shall do all things lawfully within her power to obtain and maintain funds from which all Rental Payments and payments for all necessary insurance and maintenance on the Equipment may be made, including making provision in each budget submitted and adopted in accordance with law, to use bona fide best efforts to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Nonappropriation: In the event that during any fiscal year of Lessee sufficient funds are not appropriated for the payment of all Rental Payments with respect to any Equipment Group required to be paid during Lessee's next succeeding fiscal year and Lessee provides written notice of nonappropriation as herein provided, the Lessee may terminate this Agreement as of the end of its then current fiscal year with respect to such Equipment Group and shall not be obligated to pay the Rental Payments with respect to such Equipment Group beyond such fiscal year. Lessee agrees to give Lessor written notice of such termination at least sixty (60) days prior to the end of the then current fiscal year. If this Agreement is terminated with respect to any Equipment Group under this section 5.06, Lessee agrees voluntarily to deliver the Equipment Group to Lessor at a reasonable location designated by Lessor, at Lessee's sole cost and expense and in the condition required by Section 7.01 hereof, together with such documents and assurances as Lessor may reasonably request.

ARTICLE VI
TITLE TO EQUIPMENT - SECURITY INTEREST

Title to the Equipment: During the Term of this Agreement, title to the Equipment shall rest in Lessee subject to the rights of Lessor under this Agreement. Immediately upon the occurrence of an event of default by Lessee the rights with respect to any Equipment Group or the termination of this Agreement pursuant to Section 5.06 with respect to any Equipment Group, title to such Equipment Group shall revert to Lessor, free and clear of any right, title or interest of Lessee, without the necessity of any further action by the parties. In the event that title reverts to Lessor as described above, Lessee will reasonably surrender possession of the Equipment Group to Lessor in the manner and condition set forth in Section 5.06.

Security Interest: To secure all obligations of Lessee hereunder, Lessee hereby grants to Lessor a security interest in and to all of Lessee's right, title and interest in and to the Equipment including substitutions and replacements thereof or thereto, and all proceeds (cash and non-cash), including the proceeds of insurance. Lessee agrees to provide such identification markings on the Equipment, in form satisfactory to Lessor, or Lessor deems necessary or appropriate to give notice of Lessor's security interest in the Equipment and, upon assignment the interest of any assignee of Lessor or the Equipment. In the case of escrow funded transactions, as further security Lessee hereby grants to Lessor, a first priority security interest in the cash and negotiable instruments from time to time comprising the Escrow Fund (as such term is defined in the Escrow Agreement relating thereto) and all proceeds (cash and non-cash) thereof. Lessee further agrees that with respect to the Equipment and if applicable, any Escrow Fund, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessor may file such financing statements and other instruments as are necessary to perfect any such security interest.

Personal Property: The Equipment is, and shall at all times remain, personal property.

Liens: Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein.

CITY OF PETAL
MINUTE BOOK

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

EXHIBIT "D"

LESSOR: OLD NATIONAL BANK
PO BOX 658
EVANSVILLE, IN 47704-0658

BY: _____
TITLE: VICE PRESIDENT

ATTEST:

BY: _____

TITLE: _____

LESSEE: CITY OF PETAL
119 W 8TH AVE
PETAL, MS 39465

BY: *Curt J. [Signature]*
TITLE: MAYOR

ATTEST: JEAN ISHIE

BY: *Jean Ishie [Signature]*
TITLE: CITY CLERK

ARTICLE XIII
TAX MATTERS

Section 13.01 **Covenants.** The parties assume that Lessor can exclude the interest component of the Rental Payments from Federal gross income. Lessee covenants and agrees that it will (i) if any transaction with respect to any Equipment Group is escrow funded, rebate an amount equal to excess earnings on the Escrow Fund to the Federal Government if required by, and in accordance with, Section 148(b) of the Code, and make the annual determinations and maintain the records required by regulations applicable thereto; (ii) timely file with respect to each Equipment Group a Form 8038-G or, if the invoice price of such Equipment is less than \$100,000, a Form 8038(GC) with the Internal Revenue Service in accordance with Section 149(e) of the Code, (iii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code, and (iv) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code.

Section 13.02 **Payment.** If Lessor either (i) receives notice, in any form, from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude any interest paid hereunder with respect to any Equipment Group from Federal gross income because Lessee breached a covenant contained herein with respect thereto, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, an amount which will restore to Lessor its after-tax yield on the transaction with respect to such Equipment Group evidenced by this Agreement through the date of such payment. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent with respect to such Equipment Group to Lessor on each succeeding Rental Payment due date in such amount as will maintain Lessor's after-tax yield on the transaction evidenced by this Agreement.

ARTICLE XIV
MISCELLANEOUS

Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, to the parties at the addresses set forth on the signature page hereto.

Section 14.02 **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon, Lessor and Lessee and their respective successors and assigns.

Section 14.03 **Severability/Survival.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The obligations of Lessee under Sections 11.03 and 13.02 which accrue during the Term shall survive termination of this Agreement.

Section 14.04 **Amendments, Changes and Modifications.** This Agreement may be amended only by written agreement of Lessor and Lessee.

Section 14.05 **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06 **Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Section 14.07 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 14.08 **Waiver.** No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any terms, covenants or agreements herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or agreement herein.

Section 14.09 **Entire Agreement.** This Agreement, together with the documents attached hereto and other agreements related to herein, constitutes the entire agreement between the parties with respect to each Equipment Group made subject hereto.

Section 14.10 **Time.** Time is of the essence of this Agreement.

(\$10,000,000 Small Issuer)
(Non-Escrow)

RIDER NO. 1

LIST OF ANCILLARY DOCUMENTS

Attached to and made a part of that certain Master Equipment Lease/Purchase Agreement ("Agreement") dated as of NOVEMBER 15, 2006 by and between Old National Bank as Lessor and CITY OF PETAL as Lessee and Acceptance Certificate No. 1 thereunder.

1. Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue in the current calendar year, tax-exempt obligations (including the Agreement and Acceptance Certificate identified above) in the amount of more than \$10,000,000 as a "qualified tax-exempt obligations" all within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code"), and agrees that it and its subordinate entities will not in any event designated more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.
2. The parties assume and intend that the Agreement and Acceptance Certificate identified above will qualify as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code. In the event that Lessor (i) receives notice from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that the otherwise applicable exception set forth in Section 265(b)(3) of the Code is not available, then Lessee shall pay to Lessor within thirty (30) days after receiving notice from Lessor of such event, the amount which will restore to Lessor its after-tax yield on the transaction evidenced by the Agreement and Acceptance Certificate identified above to that which it would have had such exception been available, and pay as an additional rent on succeeding rent payment due dates such amount as will maintain such after-tax yield.
3. The obligations of Lessee herein under which accrue during the term of the Agreement and Acceptance Certificate identified above shall survive termination of the Agreement with respect to the Equipment Group identified in such Acceptance Certificate.
4. The parties agree that this Rider is an integral part of the Agreement.

- 1) Opinion of Lessee's Counsel
- 2) Incumbency Certificate
- 3) Essential Use Letter
- 4) Acceptance Certificate
- 5) Schedule of Payments
- 6) Payment Amortization Schedule
- 7) Description of Equipment
- 8) Resolutions of Governing Body
- 9) IRS Form 8038
- 10) Evidence of Insurance (Certificate of Insurance)
- 11) Billing Information Form
- 12) Documentation / Rental Invoice

DATE: NOVEMBER 15, 2006

LESSEE: CITY OF PETAL

BY: *Curt J. [Signature]*
TITLE: MAYOR

LESSOR: OLD NATIONAL BANK

VICE PRESIDENT

CITY OF PETAL
MINUTE BOOK 26

ARTICLE VIII
DAMAGE, DESTRUCTION AND CONDEMNATION;
USE OF NET PROCEEDS

ARTICLE VII
MAINTENANCE TAXES,
INSURANCE, MODIFICATIONS, LOCATIONS

Section 7.01 **Maintenance of Equipment for Lessee.** Lessee agrees that at all times during the Term, Lessee will at its own cost and expense preserve and keep the Equipment in good repair, working order and condition. Lessee will from time to time make or cause to be made all necessary and proper repairs and replacements. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment. If requested by Lessor, Lessee will at its sole cost and expense enter into a maintenance contract for the Equipment with Vendor or other appropriate party during the Term hereof and provide a copy of such contract to Lessor.

Section 7.02 **Taxes, Other Governmental Charges and Utility Charges.** The parties to this Agreement contemplate that the Equipment will be used for a governmental purpose of Lessee and therefore that the Equipment will be exempt from all taxes (property, assessed and levied with respect to personal property) in the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for the income taxes of Lessor). Lessee will pay during the Term, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against Lessor or Lessee, as well as all utility and other charges incurred in the operation, maintenance, use, occupancy and use of the Equipment. With respect to any governmental charges that may be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are due during such time as the Agreement is in effect.

Section 7.03 **Insurance.** Lessee shall take such measures as may be necessary to ensure full liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the control or operation of the Equipment is covered by a blanket or other general liability or insurance policy maintained by Lessee. The net Proceeds of such insurance shall be applied to a extinguishment of the liability with respect to which such net Proceeds may be paid.

Lessee shall procure and maintain all the insurance, subject only to the standard exclusions contained in the policy, if such amount as will be sufficient to pay the full replacement cost of the Equipment and to pay the applicable Purchase Price. The net Proceeds of such insurance or all be applied as provided in Section 8.01.

All insurance policies required pursuant hereto shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor, or its assignees as their respective interests may appear, shall name Lessor and its assignees as additional interests, and shall be in form and amount and with insurance companies reasonably satisfactory to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor that (a) it will give Lessor thirty (30) days prior written notice of any effective date of any material alteration or cancellation of such policy, and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums therefor. If any such such repairs or replacements as are necessary and provide for payment thereof, and all amounts so advanced by Lessor shall be payable on the next succeeding Rental Payment due date together with interest thereon from the date of advance by Lessor at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

Section 7.04 **Location of Equipment.** Lessee shall notify Lessor of the location at or where the Equipment is being or it to be regularly located or stored promptly upon acceptance and shall thereafter inform Lessor of any change of its location.

Section 7.05 **Modifications.** Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, Lessee shall not make any alterations, modifications, or attachments to the Equipment which cannot be removed without materially diminishing the functional capabilities or economic value of the Equipment. Upon return of the Equipment at Lessor's request, Lessee, at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

EXHIBIT "D"

Section 8.02

Insufficiency of Net Proceeds. If the net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration or the Purchase Price referred to in Section 8.01 hereof, Lessee shall, as applicable, either (a) complete the work and pay any cost in excess of the amount of the net Proceeds (Lessee agrees that, if by reason of such insufficiency of the net Proceeds, Lessee shall incur expenses pursuant hereto, it shall not be entitled to any reimbursement thereof from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VII hereof), or (b) pay to Lessor the excess of the sum of the applicable Purchase Price and pro rata allocation of interest over the net Proceeds (which shall be retained by Lessor) and upon such payment, the Agreement shall terminate with respect to such Equipment and title to such Equipment shall be conveyed by Lessor to Lessee as provided in Article X of this Agreement.

ARTICLE IX
DISCLAIMER OF WARRANTIES, VENDORS WARRANTIES,
USE OF THE EQUIPMENT

Section 9.01

Disclaimer of Warranties. (a) LESSOR, NOT BEING A SELLER OF THE EQUIPMENT (AS SUCH TERM IS USED IN THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE) NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO LESSOR, LESSEE PURCHASES THE EQUIPMENT AS IS. In no event shall Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of the Agreement or the existence, functioning or Lessee's use of the Equipment.

Section 9.02

(b) Execution of an Acceptance Certificate or Acceptance Certificate, as the case may be, shall constitute acknowledgment by and as to (i) and (ii) a representative of Lessee that (i) the Equipment subject thereto is of a size and design, capacity and manufacture selected by Lessee, (ii) Lessee is satisfied that such Equipment is suitable for its purpose, (iii) Lessor has represented that it is not a vendor or manufacturer or dealer in property of such kind, and (iv) Lessor has disclaimed any representation or warranty or covenant as set forth in Section 9.01(a), above.

Section 9.03

Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulations or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment.

ARTICLE X
CONSUMPTION OF PURCHASE

Section 10.01 **Consumption of Purchase.** At the request of Lessee, Lessor's interest in any Equipment Group will be transferred, conveyed and assigned permanently to Lessee and this Agreement shall terminate with respect to such Equipment Group.

- (a) upon payment in full of all Rental Payments due hereunder and all other sums required to be paid hereunder with respect thereto at the times required hereby; or
- (b) on any Rental Payment due date upon payment by Purchase of the then applicable Purchase Price as set forth in the Schedule of Payments for such Equipment Group and all other sums required to be paid hereunder with respect thereto.

Upon the occurrence of either of the above, Lessor shall deliver to Lessee a confirmatory bill of sale transferring permanently its full remaining right, title and interest in the Equipment Group to Lessee free and clear of all liens and encumbrances created by or arising through Lessor, with special warranty and a warranty of further assurances, but without other warranties.

ARTICLE XI
ASSIGNMENT, SUBLEASING, INDEMNIFICATION,
NEGOTIATING AND SELLING

Section 11.01 **Assignment by Lessee.** This Agreement as it relates to any Equipment Group, the Rental Payments and other amounts due hereunder shall relate to such Equipment Group, Lessor's interest in such Equipment Group and right of Lessor to exercise all rights hereunder with respect thereto, may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor at any time without the necessity of obtaining the consent of Lessee. However, no such assignment or reassignment shall be effective unless and until Lessee shall have received a notice of assignment. Upon receipt of the notice described above, Lessee agrees to make all applicable payments to the assignee designated in the assignment and shall, if so requested, acknowledge the assignment in writing. But such acknowledgments shall in no way be deemed necessary to make the assignment effective. Lessee agrees to execute all documents, including notices of assignment and change mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interest in any Equipment Group and in this Agreement.

Section 11.02 **Assignment and Sublease by Lessor.** This Agreement and the interest of Lessee in the Equipment may not be sold, leased, pledged, assigned or otherwise encumbered by Lessor for any reason without the express prior written consent of Lessee.

Section 11.03 **Lessee Indemnifies.** Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is primarily caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees), of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law. The obligation among hereunder shall continue in full force and effect notwithstanding the full payment of any obligations under this Agreement or termination of the Term for any reason.

ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES

Section 12.01 **Events of Default Defined.** The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events with respect to an individual Equipment Group:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder with respect to an Equipment Group at the time and in the manner specified herein; or
- (b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder with respect to an Equipment Group for a period of thirty (30) days after a written notice to Lessee by Lessor specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or

Section 12.02

- (c) Any certificate, statement, representation, warranty or audit contained herein or heretofore furnished with respect hereto by or on behalf of Lessee with respect to an Equipment Group proving to have been false in any material respect at the time as of which facts therein set forth were stated or certified, or having obtained any substantial contingency or unliquidated liability or claim against Lessee; or
- (d) Commencement by Lessee of a case of proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws, the filing by Lessee of an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding, or the failure to file an answer to such petition within forty five (45) days from the filing thereof.

Remedies on Default. Whenever any event of default referred to in Section 12.01 hereof shall have happened and be continuing with respect to any Equipment Group, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Lessor, with or without terminating this Lease with respect to such Equipment Group may declare all Rental Payments due or to become due with respect to the Equipment Group during the fiscal year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable; or
- (b) Lessor, with or without terminating this Lease with respect to such Equipment Group, may repossess the Equipment Group by giving Lessee written notice to deliver the Equipment Group to Lessor, whereupon Lessee shall do so in the manner provided in Section 5.06 or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment Group is kept and take possession of the Equipment Group, and charge Lessee for costs incurred in repossessing the Equipment Group, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment Group or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Price of the Equipment Group (less credit for net Proceeds) to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment Group, Lessee shall continue to be responsible for the Rental Payments with respect thereto due during the Fiscal Year then in effect. If the Lease has not been terminated, Lessor shall return the Equipment Group to Lessee at Lessee's expense when the event of default is cured; or
- (c) If Lessor terminates the Lease and takes possession of the Equipment Group, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment Group or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment Group; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Price of the Equipment Group; and (d) the balance of any Rental Payments with respect to such Equipment Group owed by Lessee during the fiscal year then in effect. Any sale proceeds remaining after the requirements of Classes (a), (b), (c) and (d) have been met may be retained by Lessor; or
- (d) If the proceeds of sale of the Equipment Group are not sufficient to pay the balance of any Rental Payments owed by Lessee during the fiscal year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03

No Remedy Exclusion. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.



CITY OF PETAL

POST OFFICE BOX 564
PETAL, MISSISSIPPI 39465
(601) 545-1776
FAX NO. (601) 545-6665

November 9, 2006

OLD NATIONAL BANK
ONE MAIN STREET
EVANSVILLE, IN 47708

Gentlemen:

Reference is made to that certain Master Equipment Lease/Purchase Agreement, dated as of NOVEMBER 15, 2006, between Old National Bank, as Lessor and the undersigned, as Lessee and Acceptance Certificate No. 1 thereto (collectively, the "Agreement"). The Equipment Group, as made subject to the Agreement can generally be described as follows:

2006 FORD CROWN VICTORIA VIN

his confirms and affirms that the Equipment Group is essential to the governmental functions of Lessee. Further, Lessee has an immediate need for and expects to make immediate use of, substantially all the Equipment Group, which need is not temporary or expected to diminish in the foreseeable future. The Equipment Group will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee. Specifically, the Equipment Group was selected by Lessee to be used as follows:

PUBLIC PROTECTION

DATE: NOVEMBER 15, 2006

LESSEE: CITY OF PETAL

BY: [Signature]
TITLE: MAYOR

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

CITY OF PETAL
MINUTE BOOK 26

EXHIBIT 1

ACCEPTANCE CERTIFICATE
No. 1

(Non-Escrow Funded)
419

THIS ACCEPTANCE CERTIFICATE is issued pursuant to that certain Master Equipment Lease/Purchase Agreement dated NOVEMBER 15, 2006 (the "Agreement") between Old National Bank ("Lessor") and CITY OF PETAL ("Lessee"). All terms not defined herein shall have their meanings described in the Agreement.

- 1. The undersigned, as Lessee under the Agreement, acknowledges delivery, installation and receipt in good condition, and hereby accepts, all of the Equipment described on the attached Description of Equipment this 2006 Ford Crown Victoria VIN. Such Equipment constitutes an Equipment Group within the meaning of and subject to the Agreement.
2. A present need exists for the Equipment Group which need is not temporary or expected to diminish in the near future. The Equipment Group is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. Lessee confirms that it will make all Rental Payments with respect to the Equipment Group set forth on the Schedule of Payments attached hereto as required by and in accordance with Article V of the Agreement.
4. Lessee confirms that sufficient funds have been appropriated to make all such Rental Payments due during its current fiscal year and expects and anticipates that sufficient funds will be available to make all such Rental Payments due in subsequent years.
5. The Equipment Group is covered by insurance in the types and amounts required by the Agreement and is located at the location set forth in the attached Description of Equipment.
6. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice of lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Lessee hereby authorizes and directs Lessor to fund the acquisition cost of the Equipment Group by paying the Vendor(s) the invoice price(s) as set forth on the attached Description of Equipment, and certifies that upon such payment, Lessor will have fully and satisfactorily performed all of its covenants and obligations under the Agreement with respect to the Equipment Group.

DATE: NOVEMBER 15, 2006

LESSEE: CITY OF PETAL
BY: [Signature]
TITLE: MAYOR

ATTEST: JEAN ISHEE
BY: [Signature]
TITLE: CITY CLERK

19

(Non-Escrow)

SCHEDULE OF PAYMENTS

Pertaining to that certain Acceptance Certificate No. 1 entered pursuant to that certain Master Equipment Lease/Purchase Agreement dated NOVEMBER 15, 2006 (the "Agreement") between Old National Bank ("Lessor") and CITY OF PETAL ("Lessee").

All terms not defined herein have their meanings described in the Agreement.

A. RENTAL PAYMENTS, TERM, TRANSPORTATION AND DELIVERY COSTS.

The Rental Payments required under the Agreement for the Equipment Group described in the attached Description of Equipment will be:

THREE (3) ANNUAL payments of \$10,912.07 due NOVEMBER 15, 2007 and each subsequent payment due on the like day ANNUALLY thereafter.

A portion of each Rental Payment is paid as and represents payment of interest as set forth on the Amortization Schedule attached hereto. Lessee agrees to and shall pay all transportation and/or delivery costs if any.

B. LATE PAYMENTS.

THERE WILL BE A CHARGE OF 2% PER MONTH OR THE HIGHEST LEGAL RATE ALLOWED WHICHEVER IS LESS BASED ON THE AMOUNT OF ANY RENTAL PAYMENT WHICH REMAINS UNPAID FOR TEN (10) DAYS AFTER THE DUE DATE.

C. BUDGETARY PERIOD.

Lessee's budgetary period is from October to September

THE TERMS GOVERNING THIS SCHEDULE OF PAYMENTS ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULLY HEREIN.

DATE: NOVEMBER 15, 2006

LESSEE: CITY OF PETAL
BY: [Signature]
TITLE: MAYOR

SSOR: OLD NATIONAL BANK

ICE PRESIDENT

20

(Non-Escrow)

DESCRIPTION OF EQUIPMENT
ACCEPTANCE CERTIFICATE NO. 1

DESCRIPTION: 2006 FORD CROWN VICTORIA VIN

LOCATION: CITY OF PETAL
6100 JOST ST
PETAL, MS 39465

DATE: NOVEMBER 15, 2006

LESSEE: CITY OF PETAL
BY: [Signature]
TITLE: MAYOR

CITY OF PETAL
MINUTE BOOK
EXHIBIT



CITY OF PETAL

POST OFFICE BOX 564
PETAL, MISSISSIPPI 39465
(601) 545-1776
FAX NO. (601) 545-6685

420

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

NOTE: LEGAL COUNSEL

PLEASE FURNISH THE ATTACHED OPINION OF
LESSEE'S COUNSEL ON YOUR LETTERHEAD

Thank you,
Old National Bank

November 9, 2006
OLD NATIONAL BANK
ONE MAIN STREET
EVANSVILLE, IN 47708

Gentlemen:

As counsel for CITY OF PETAL ("Lessee"), we have examined a duly executed original of the Master Equipment Lease Purchase Agreement dated as of November 15, 2006, between Lessee and Old National Bank ("Lessor") and Acceptance Certificate No. 1 thereto (collectively, the "Agreement") and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon the review of such documents and those other documents as we have deemed necessary for purposes of this opinion and upon such examination of law and fact as we have deemed necessary or appropriate for purposes hereof, we are of the opinion that:

1. Lessee is a state or political subdivision thereof within the meaning of Section 103C of the Internal Revenue Code of 1986, as amended (the "Code").
2. Lessee is authorized and has power under applicable law to enter into the Agreement, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreement has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. Any applicable public bidding requirements have been met.
5. There are no pending actions or proceedings to which Lessee is a party, and there are no other pending or threatened actions or proceedings of which Lessee has knowledge, before any public body, court, arbitrator or administrative agency, which either individually or in the aggregate, would materially adversely affect the transaction contemplated by the Agreement or the ability of Lessee to perform its obligations under the Agreement, or question the validity of the approval thereof.
6. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

This opinion is for the sole benefit of, and may be relied upon only by, you as any permitted assignee or subassignee of Lessor under the Agreement, and legal counsel to you or any such assignee.

Sincerely yours,

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting CITY CLERK of CITY OF PETAL, a political subdivision duly organized and existing under the laws of the State of MISSISSIPPI, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective name and titles are their true and authentic signatures and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Master Equipment Lease Purchase Agreement dated NOVEMBER 15, 2006 between such entity and Old National Bank and any other contract or document contemplated thereby.

NAME	TITLE	SIGNATURE
CARL SCOTT	MAYOR	

IN WITNESS WHEREOF, I have duly executed this certificate and affixed and seal of such entity hereto this NOVEMBER 15, 2006

SIGNATURE

NAME: JEAN ISHEE

TITLE: CITY CLERK

(Seal)

NOTE: LESSEE

PLEASE FURNISH THE ATTACHED ESSENTIAL USE
LETTER ON YOUR LETTERHEAD

Thank you,
Old National Bank

PAYMENT REQUEST FORM

The Lessor is hereby requested to pay from the Master Lease/Purchase Agreement, herein referred to as the "Lease Agreement" dated NOVEMBER 15, 2006 to the person or corporation designated below as Payee...

In addition, the undersigned acknowledges delivery, installation and receipt in good condition, and hereby accepts the Equipment described on the attached invoices

PAYEE: POLICE MOTORS DIVISION GENERAL DIVISIONS CORPORATION

AMOUNT: \$29,800.00

DESCRIPTION OF EQUIPMENT: 2006 Ford Crown Vic

DATED:

Indicate Method for Payment Disbursement:

Overnight Check* Regular Mail Check** Wire Funds

Mail Address: Wire Instructions: Bank Name: Bank Address: ABA #: Account #: Account Name: Account Address:

CITY OF PETAL MINUTE BOOK 26

EXHIBIT Please indicate below how you would like us to bill you for the lease payments due under the Agreement, including a contact name, if applicable.

Contact name and title: Carl Scott, Mayor

Company: City of Petal

Street Address or Box #: P.O. Box 564

City, State, Zip: Petal MS 39465

Telephone: 601-545-1776

Fax: 601-545-6685

County: Forrest (Where equipment is to be located)

Lessee: CITY OF PETAL By: [Signature] Name: CARL SCOTT Title: MAYOR

* Must have physical address to overnight funds ** If under \$10,000

Old National Bank Commercial Leasing Department P.O. Box 658 Evansville IN 47704-0658 (812) 464-1570 Fax: (812) 461-9281

To: CITY OF PETAL Lease #111160

Table with 3 columns: DATE, DESCRIPTION, TOTAL. Includes row for Documentation Fee (\$150.00) and a 'THANK YOU FOR YOUR BUSINESS!' message.

PLEASE REMIT PAYMENT TO THE ABOVE ADDRESS

SCHEDULE OF PAYMENTS

Master Equipment Lease/Purchase Dated: NOVEMBER 15, 2006

Lessee: CITY OF PETAL

Principal Amount: \$29,800.00

Number of Total Payments: 3

* No prepayment option offered.

** The Purchase Option is applicable after the Rental Payment due on the same date has been paid.

Table with 6 columns: Payment Number, Payment Date, Payment Amount, Interest Component, Principal Component, Purchase Option. Lists 3 payments with their respective amounts and components.

By: [Signature] Title: MAYOR Date: NOVEMBER 15, 2006

LESSEE CITY OF PETAL

Master Equipment Lease/Purchase Agreement dated NOVEMBER 15, 2006 and Acceptance Certificate No. 1 thereto

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements including open meeting laws on November 6, 2006 the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE PURCHASE AGREEMENT AND ACCEPTANCE CERTIFICATE NO. 1 AND RELATED INSTRUMENTS AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS the governing body of CITY OF PETAL ("Lessee") has determined that a true and very real need exists for the equipment (the "Equipment") described in the Master Equipment Lease/Purchase Agreement and Acceptance Certificate No. 1 identified above (collectively the "Agreement") presented to this meeting; and

WHEREAS Lessee has taken the necessary steps including those relating to any applicable legal requirements to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented in this meeting; and

WHEREAS, Lessee has not and reasonably anticipates that it and its subordinate entities will not issue tax-exempt obligations in the face amount of more than \$10,000,000 during the current calendar year

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

Section 1 It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2 The Agreement is hereby approved. The MAYOR of Lessee and other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The CITY CLERK of the Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3 The proper officer(s) of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4 Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Master Equipment Lease/Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

DATE: NOVEMBER 15, 2006

BY: [Signature]
TITLE: CITY CLERK

(SEAL)

LESSEE CITY OF PETAL
115 W 8TH AVE
PETAL, MS 39465
PHONE: (601) 545-1776

EXHIBIT "D"

LESSOR OLD NATIONAL BANK & OLD NATIONAL BANCORP
PO BOX 658
EVANSVILLE IN 47704-0658
PHONE: (812) 464-1570

DESCRIPTION OF EQUIPMENT: 2006 FORD CROWN VICTORIA VIN _____

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

INSURANCE AGENT: Keith McDaniel
4744 1-55 North, PO Box 16508
Jackson, MS 39236-6508
PHONE: 601-362-6911

INSURANCE COMPANY: Clyde C. Scott
POLICY #: APP2696529-2

DATE: NOVEMBER 15, 2006

LESSEE CITY OF PETAL
BY: [Signature]
TITLE: MAYOR

MUST HAVE CERTIFICATE OF INSURANCE IN HOUSE PRIOR TO FUNDING

NOTE: LESSEE

PLEASE SUBMIT THE FOLLOWING PAGE TO YOUR INSURANCE AGENT REQUESTING A CERTIFICATE OF INSURANCE LISTING OLD NATIONAL AS LOSS PAYEE FOR THE LEASED EQUIPMENT. PLEASE FAX THE CERTIFICATE OF INSURANCE TO (812) 461-9281.

Thank you
Old National Bank

NOTICE OF INSURANCE REQUIREMENTS

LESSEE CITY OF PETAL
115 W 8TH AVE
PETAL, MS 39465

LESSOR OLD NATIONAL BANK & OLD NATIONAL BANCORP
PO BOX 658
EVANSVILLE IN 47704-0658

TO:

Dear Insurance Agent

CITY OF PETAL ("Lessee") is obtaining a lease from OLD NATIONAL BANK. Please send appropriate evidence of insurance to OLD NATIONAL BANK, together with the requested endorsements, on the following property, which Lessee is giving as security for the lease:

Collateral: 2006 FORD CROWN VICTORIA VIN _____

Type: All risks, including fire, theft and liability. List comprehension and collision deductibles.
Amount: Full insurable value
Basis: Replacement value
Endorsements: Lessor's loss payable clause with stipulation that coverage will not be canceled or diminished without a minimum of thirty (30) days' prior written notice to Lessor.

DATE: NOVEMBER 15, 2006

LESSEE CITY OF PETAL
BY: [Signature]
TITLE: MAYOR

MAIL TO: OLD NATIONAL BANK
COMMERCIAL LEASING DEPARTMENT
PO BOX 658
EVANSVILLE IN 47704-0658

8038-GC Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales
OMB No. 1545-0120
Under Internal Revenue Code Section 148(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G

File: November 2000
Department of the Treasury
Internal Revenue Service

Part I Reporting Authority

1 Issuer's name
CITY OF PETAL

2 Principal and street (if P.O. box if mail is not delivered to street address)
119 W 8TH AVE

3 City, town, or post office, state, and ZIP code
PETAL, MS 39465

4 Name and title of officer or legal representative whom the IRS may call for more information
JEAN ISHEE, CITY CLERK

5 Issuer's employer identification number
64-0565375

6 Report number
5

7 Telephone number of officer or legal representative
601-545-1776

8 Check box if amended return: Amended return Original return

Part II Description of Obligations Check if reporting: a single issue or on a consolidated basis

8a Issue price of obligation(s) (see instructions) **29,800.00**

8b Issue date (single issue) or calendar year (consolidated) (see instructions)

9 Amount of the reported obligation(s) on line 8a

10 If one issuer has designated any issue under section 265(b)(3)(B)(iii) (small issuer exception), check this box

11 If any obligation is in the form of a lease or installment sale, check this box

12 If I have elected to pay a penalty in lieu of arbitrage rebate, check this box

I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge they are true, correct, and complete.

Si He **CARL SCOTT, MAYOR**
Date _____
Type or print name and title

General Instructions

Purpose of Form
Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 148(e) and to monitor the requirements of sections 141 through 150.

Who Must File
Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Other Forms That May Be Required
For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-1, Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars
You may show the money amounts on this return as whole-dollar amounts. To do so, round any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions
Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which more than 10% of the proceeds are to be used for any private activity business use, and

CITY OF PETAL
MINUTE BOOK
EXHIBIT

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis will be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing in the case of a lease or installment sale. The issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4. Application may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, apply for the EIN in the space for the EIN on the form.

Line 5. After the prescribed 5, enter two self-designated numbers. Number reports consecutive years during which the obligations were issued.

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1213 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds, for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued.

Lines 9a and 9b. For 9a, enter the amount of the proceeds that will be used to pay principal interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of installments referred to as a "municipal lease." Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. Do not check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the state the bonds were issued. The penalty is payable with a Form 8038-1 for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice
We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form that contains any instructions as long as their contents may become material in the administration of any Internal Revenue law, are confidential, as required by section 6103. The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form . . . 1 hr., 58 min.
Preparing the form . . . 3 hr., 3 min.
Copying, assembling, and sending the form to the IRS . . . 15 min.

If you have comments concerning the accuracy or usefulness of the instructions, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. Do not send the form to this address. Instead, see Where To File on page 1.

October 23, 2006

Mayor Carl Scott
City of Petal
P.O. Box 564
Petal, MS 39465

EXHIBIT "E"

closely with the city administration and staff to ensure that the program requirements of year five are met. The tasks associated with year five are identified in your Stormwater Management Program. With year five being the final year of the initial permitting cycle, Eco-Systems will assist the City in assessment of the current program, modifications to the program as necessary and reauthorization of the permit for a new five-year permitting cycle.

Reference: Proposal to provide professional planning services to the City of Petal

Introduction

Eco-Systems, Inc. (Eco-Systems) is pleased to present this proposed scope of services and cost estimate to the City of Petal for the purpose of providing professional planning services and technical assistance to the City of Petal. This proposal is the result of a verbal request in a meeting held on October 20, 2006.

The purpose of this proposal is to condense into writing an expanded scope of services and the continuation of services currently being provided to the City of Petal. The scope of services is somewhat general in nature but is targeted towards planning related services.

The general intent is to provide a framework of services to the City of Petal that include a variety of planning related activities ranging from assistance in developing new ordinances and policies, to assistance with Phase II Stormwater implementation, to review and oversight of capital improvement projects within the city.

Scope of Work

Planning Assistance

Eco-Systems will provide planning related services as directed and requested by the Mayor to include the items listed below but will also include other activities such as grant research and writing, and general technical assistance.

Eco-Systems will provide administrative, research, writing, and technical support towards the goal of creating a new or significantly updated Zoning Ordinance and Subdivision Ordinance.

Eco-Systems will provide administrative, research, writing, and technical support to explore other ordinances, codes, and/or policies that will improve the city's ability to ensure that new developments taking place within the City of Petal are consistent with the Planning Commission and City Administrations goals and visions for the city.

Phase II Stormwater Assistance

Eco-Systems has assisted the City of Petal with the first four years of implementation of the stormwater management program, and we now propose to assist with the fifth year of implementation. We will serve as your stormwater program coordinator and will work

Project Implementation Schedule

Upon receipt of an authorization to proceed, Eco-Systems will begin working with the City to provide the Scope of Work as described above. We will begin work on the stormwater portion of this proposal on January 2007.

Cost Estimate

Eco-Systems will perform the scope of work as identified above on a **monthly lump sum basis** in accordance with our 2005 fee schedule for an estimated fee of \$3,900.00. This cost strictly covers the scope of work requested, and includes labor, expenses, and travel costs related to the performance of the above-described scope of work.

Closing Comments

We appreciate the opportunity to provide the City of Petal with this proposal and look forward to working with you in the near future. If this proposal is acceptable, please sign the project authorization and return by facsimile to (601) 583-2828. If you have any questions or comments regarding the information presented herein, please do not hesitate to contact me at (601) 583-2182.

Sincerely,
Eco-Systems, Inc.


Jay C. Estes AICP
Senior Planner



Authorization

Please sign and date in the space provided below if this proposal is acceptable. The effective date of this project will be the authorization date below. Please return a signed copy to us upon authorization. You may fax the signed authorization back to us at (601) 583-2828.

Authorized by _____ on this _____ day of _____, 2005.

Signature: _____

Title: _____

Attest:

Signature: _____

Title: _____

This Agreement, between the City of Petal, Mississippi, (hereinafter referred to as CITY) and L & A Contracting Company (Secondary Contractor), (hereinafter referred to as CONTRACTOR), whose Federal Employer Identification Number is 64-0333731

Whereas, CITY represents it is capable of payment for such services

Whereas, CONTRACTOR represents it is capable and prepared to provide such services.

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____.

Term of Agreement shall be for a three (3) year period, unless otherwise terminated as provided herein. shall have the option of extending the Agreement for two (2) additional years in one (1) year same terms and conditions. Such extension shall be in the form of a written Amendment to the executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as specifically stated in ATTACHMENT - 1 - Agreement for Disaster Recovery Services and as may be specifically designated and authorized by the CITY.

ARTICLE 3 - COMPENSATION

3.1 - GENERAL

Contractor agrees to finance project until such time as FEMA or other responsible agency pays CITY for work performed.

Prior approval for any work/cost increase shall be accomplished by submission of a Change Order within forty-eight (48) hours of foreseen change. No work shall be performed prior to the issuance of said Change Order.

EXHIBIT "F" ARTICLE 4 - INSURANCE

City will assist CONTRACTOR in securing reimbursements from FEMA or other appropriate agency.

During the performance of the Services under this Agreement, CONTRACTOR shall maintain; the following insurance policies, and be written by an insurance company authorized to do business in Mississippi.

1. **General Liability Insurance** with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
2. **Automobile Liability Insurance** with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
3. **Workers' Compensation Insurance** in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 aggregate.

Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

CONTRACTOR shall furnish CITY certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the CITY. CONTRACTOR shall include CITY as an additional insured on the General Liability and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S sub-contractors shall be required to include CITY and CONTRACTOR as additional insured on their General Liability insurance policies.

In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the CITY for any claim in excess of the sub-contractors insurance coverage.

The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

ARTICLE 5 - STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to CITY, re-perform services which fail to satisfy the foregoing standard of care.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, CITY and CONTRACTOR agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the CITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the CITY or its agents, employees, or representatives, when an occurrence results solely from the wrongful acts or omissions of the CITY, or its agents, employees or representatives.

6.3 SURVIVAL

Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance. CONTRACTOR shall work closely with CITY in performing Services under this Agreement.

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - LICENSE & PERMITS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONTRACTING

The CITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities or equipment of any sub-contractor to perform properly under this Agreement. The forms and conditions contained in this Request for Proposal and Agreement shall apply to all sub-contractors.

If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the CITY.

Contractor will make every effort to use local subcontractors in performance of work. Approved subcontractor will not be allowed to sub work or tier down without CONTRACTOR and CITY approval.

ARTICLE 11 - FEDERAL AND STATE TAXES

The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the CITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by FEMA or other participating agencies.

ARTICLE 13 - CITY'S RESPONSIBILITIES

CITY shall be responsible for providing access to all project sites, and providing information on hand required by CONTRACTOR, including: existing reports, studies, financial information, and other required data that are available in the files of the CITY.

ARTICLE 14 - TERMINATION OF AGREEMENT

This Agreement may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the CONTRACTOR. It may also be terminated by the CITY with or without cause immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- d. Continue and complete all parts of the work that have not been terminated. The

CONTRACTOR shall be paid for services actually rendered to the date of termination.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither the CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

-5-

Neither party shall, however, be excused from performance if nonperformance is due to forces which are not avoidable, removable, or remediable and which the nonperforming party could not avoid with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 16 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Mississippi. Any and all legal action necessary to enforce the Agreement will be held in CITY of PETAL, MISSISSIPPI and the Agreement will be interpreted according to the laws of Mississippi.

ARTICLE 17 - NON-DISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

ARTICLE 18 - WAIVER

A waiver by either CITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 19 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

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ARTICLE 20 - ENTIRETY OF AGREEMENT

The CITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the CITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 21 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both CITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

CITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the CITY via executed amendment.

ARTICLE 23 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

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ARTICLE 25 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the CITY for its use and/or distribution as may be deemed appropriate by the CITY.

ARTICLE 26 - ACCESS AND AUDITS

CONTRACTOR shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment to the CITY as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, incorporated in this Contract as Exhibit D. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONTRACTOR'S place of business.

ARTICLE 27 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO CITY

City of Petal

P.O. Box 564

Petal, MS

Attn: Mayor or Director of Public Services

AS TO CONTRACTOR

L & A Contracting Company

Attn: Lee Sims

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of CONTRACTOR and CITY.

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ARTICLE 28 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of the PETAL CITY Debris Manager, or his/her successor, who shall act as the CITY'S representative during the term of the Agreement.

ARTICLE 29 - CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONTRACTOR under this Agreement shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the CITY.

CITY OF PETAL
MINUTE BOOK 2

In Witness Whereof, the City of PETAL, Mississippi, and L & A Contracting, Inc. have executed this Agreement all as of the day and year first above written.

EXHIBIT "F"

City of Petal

Attest:

Mayor

By: _____
Director of Public Services
City of Petal

City Attorney

Attest:

L & A Contracting Company

President

By: _____
President

(Corporate Seal)

**DISASTER RECOVERY SERVICES
AND FEES
Attachment 1**

The following is a listing of services and/or tasks to be provided by CONTRACTOR to CITY upon receipt by CONTRACTOR of a Notice to Proceed:

**SCOPE OF SERVICES ONE -
DEBRIS REMOVAL**

Emergency Road Clearance: Reimbursement will be at the current FEMA hourly rate.

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes to the public right-of-way as identified by and directed by the CITY. This operational aspect of the scope of services shall be for the first 100 (plus or minus) hours after an Event or until all streets and roads have been cleared. Once this task is accomplished, the following tasks will begin as required.

Debris Removal, Reduction, and Disposal from Public Rights-of-way: Per cubic yard \$25.00

As identified by and directed by the CITY, the CONTRACTOR shall accomplish the demolition, pick-up, loading and hauling of all eligible debris to the designated, pre-approved Temporary Debris Staging and Reduction Sites (TDSRSs) from public property and rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Demolition of Structures, Debris Removal from Private Property (Rights-of-Entry Program) and Publicly Owned Property (other than Rights-of-Way) Reimbursement rates will be negotiated with FEMA or appropriate agency

Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR as identified by and directed by the CITY, will accomplish the pick-up and hauling of debris to the TDSRSs from private property. Upon receipt of the completed right of entry form, hold harmless agreement, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall also demolish these residences and personal property, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above scope of services (Debris Removal from Public Property) shall commence. The CITY feels that it is potentially in the best interest of the health and safety of its citizens to provide this service. The CONTRACTOR shall maintain debris work sites to use standards, safety standards, and regulatory requirements.

Hazardous Stumps (Removal, Back-fill, Haul): Reimbursement rates will be negotiated with FEMA or appropriate agency

As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps, as identified by the CITY, and haul each stump to a TDSRS. Each stump shall be inspected by the CITY and the CONTRACTOR inspector and documented as to the appropriate category of size for invoicing (see Attachment 2 for size categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the CITY and the CONTRACTOR.

Temporary Debris Staging and Reduction Sites (TDSRS): Reimbursement rates will be negotiated with FEMA or appropriate agency

The CONTRACTOR will prepare and maintain TDSRSs to accept and process all event debris. Any site preparation, to include but not limited to, any site work and materials necessary to build and maintain roads for ingress and egress, or any roads throughout the site, the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements to include but not limited to, wind-born debris control fencing, silt fencing or water retention berms, the construction of an area for an office trailer and parking, and any other items necessary for site operations and management shall be negotiated upon issuance of a Notice to Proceed.

The inspection of every load, in and out, is further defined in the documentation section below. All debris will be processed in accordance with all local, state and federal rules, standards and regulations. Processing may include, but it is not limited to, reduction by grinding, incineration when approved, or other alternate methods of reduction, such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes. All reduced debris as well as non-reducible debris, will be disposed of at a location(s) agreed to by both parties. The CITY shall maintain ownership as the responsible party for all debris under this Agreement.

TDSRS Site Reclamation: Reimbursement rates will be negotiated with FEMA or appropriate agency

Site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations. Site reclamation shall be accomplished in accordance with the CONTRACTOR'S *Debris Removal Operations Plan* and *Environmental Protection Plan*. The TDSRS will be restored to its Pre-Use Condition. Associated costs for site reclamation shall be negotiated and agreed upon by both parties.

Disaster Event Generated Hazardous Wastes Abatement: Reimbursement rates will be negotiated with FEMA or appropriate agency

The CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and Local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous Materials/Waste will constitute actual and/or potential hazardous materials as defined by the Resource Conservation and Recovery Act (RCRA), the Comprehensive

Emergency Response, Compensation and Liability Act (CERCLA) as well as the Superfund Amendments and Reauthorization Act (SARA) Title III. The CONTRACTOR shall arrange through DRC Environmental, Inc. for the management, handling and disposal of all hazardous materials waste encountered in accordance with applicable laws and the CONTRACTOR'S *Debris Removal Operations Plan* and *Environmental Protection Plan*. Prices for this Service included in this Agreement as Attachment 2.

Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and Federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place "at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification that the vehicle leaving the TDSRS is in fact empty. The CONTRACTOR and the CITY will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the CITY will have in place at the pick up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use the CONTRACTOR and the CITY will establish and record the certified cubic yard capacity CITY and will perform a safety inspection of each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submitted. The CONTRACTOR will work closely with the CITY and other applicable State and Federal Agencies to insure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

Priority of Work Areas

The CITY will establish the priority of and shall approve the work areas in advance, which the CONTRACTOR will be allowed to work. Daily and or weekly scheduled meetings will be held to determine approved work areas. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

CITY OF PETALUMA MINUTE BOOK

EXHIBIT "A"

Working Hours

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All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk unless agreed upon otherwise in writing by both parties. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris processing operations may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. Final disposal locations may be at the discretion of the CONTRACTOR with prior acceptance of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and the CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall be quantified in Cubic Yards.

White Goods: Reimbursement rates will be negotiated with FEMA or appropriate agency.

The CONTRACTOR may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the CITY Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. This service shall be by negotiated prices between CITY and CONTRACTOR.

SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

SEE NOTE (1)

1. PUBLIC ASSISTANCE PROGRAM

- a) Damage Survey Report (DSR) or Project Worksheet (PW)
 - i) Official DSR/PW requests - Assist CITY personnel in the following:
 - a) Identification of expenditures eligible for reimbursement
 - b) Submission of official "request for DSR inspection"
 - ii) Local government representation on DSR/PW team - Train and assist CITY personnel to accomplish the following:
 - a) Identification of eligible items for reimbursement
 - b) Review of DSR/PW for accurate scope of work
 - c) Review of DSR/PW for accurate unit costs
 - iii) Recovery process documentation - Assist CITY personnel in the following:
 - a) Creation of recovery process documentation plan
 - b) Maintenance of documentation of recovery process
 - iv) Force account labor vs. contract labor
 - a) Recommendations to government officials on need to contract or utilize force account labor
 - v) Recovery process oversight
 - a) Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - b) DSR/PW tracking through State and Federal process
 - c) Written and oral status reports to government officials
- b) Documentation Support
 - i) Review of records system for applicability to Federal and State requirements
 - ii) Orientation and training of Department/Division Heads on requirements for quality and quantity of required documentation
 - iii) Assist in selection of "Clerk of Records" and provide detailed training for documentation
 - iv) Review documentation for accuracy and quantity
 - v) Assist in preparation of claim documentation
- c) Consultation and negotiation services
 - i) Recommendations to government officials on plans of action
 - ii) Provide guidance to government officials on issues involving Federal and State reimbursement
 - iii) Assist CITY officials in negotiations with Federal and State officials
- d) Other representations as may be requested / required

NOTE (1) This is the concept of complete recovery management support where CONTRACTOR would assist an applicant on all aspects of the recovery process. CONTRACTOR personnel cannot assume the Sovereign Duties of the CITY officials, therefore these services shall be in the form of guidance and consultation.

PROPOSAL FOR ACCOUNTING SERVICES FOR FISCAL YEAR ENDED SEPTEMBER 30, 2007

October 30, 2006

To the Mayor and Board of Aldermen
City of Petal, Mississippi

I am pleased to provide this proposal for accounting services for the City of Petal. The services will include the following:

- Assist the City Clerk with budgeting, financial reporting and other financial matters.
- Prepare year end financial statements and workpapers and work with the independent auditors in preparing the City's annual audit.
- Perform special financial related projects as determined by the Mayor and Board. These include but are not limited to fixed assets reporting, water and sewer revenue reporting, analysis of other miscellaneous revenues, etc.

My fee for these services will be based on 300 hours annually at \$40 per hour and will be billed at **\$1,000 per month** for the period October 2006 through September 2007.

If significant additional time is necessary for additional projects or functions I will obtain approval from the Mayor and Board in advance of rendering those services.

I appreciate the opportunity to be of service to the City of Petal and look forward to working with this administration.

Very truly yours,


Douglas A. King, CPA

CITY OF PETAL
ORDINANCE BOOK 3

ORDINANCE NUMBER 1979 (42-A186)

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 1979 (42) OF THE CITY OF PETAL, MISSISSIPPI, AS AMENDED BY ORDINANCE NUMBERS 1979 (42-1) THROUGH 1979 (42-A185) SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT 127 SOUTH GEORGE STREET, PETAL, MS, FROM R-3 (MEDIUM DENSITY RESIDENTIAL) TO C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT)

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

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance Number 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A185) and the same is hereby changed and amended as per petition filed in connection therewith so that the land described as listed below. Change of current zoning from R-3 (Medium Density Residential) to C-1 (Neighborhood Commercial District).

Said land being more particularly described as follows, to wit:

A PART OF THE NE 1/4 OF THE NE 1/4 OF S2, T4N, R13W DESCRIBED AS COMM AT A POINT 660'S OF THE NE COR OF THE SAID NE 1/4 OF THE NE 1/4 OF S2, T4N, R13W, AND THENCE RUN W1320', THENCE S20' FOR A POB, THENCE CON S55', THENCE E210', THENCE N55', THENCE W210' TO THE POB, IN FORREST COUNTY, MS

as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, is hereby classified and placed in the C-1 (Neighborhood Commercial District) zoning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning Ordinance No. 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A185) shall be and remain in full force and form as adopted on November 6, 2006.

SECTION 3. That this Ordinance shall take effect and be in full force within thirty (30) days from and after its passage as provided by law. The foregoing Ordinance having been reduced to writing, the same was introduced and read, and a vote was taken thereon, first section by section and then upon the Ordinance as a whole with the following results:

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

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

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

NONE

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

ALDERMAN 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 6th day of November 2006.

CARL SCOTT, MAYOR

(SEAL)

ATTEST:



JEAN SHEE, CITY CLERK

PUBLISH 1 TIME: November 30, 2006

ORDINANCE 1979(42A-185)

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE NUMBER 1979(42) OF THE CITY OF PETAL, MISSISSIPPI, AS AMENDED BY ORDINANCE 1979(42-1) THROUGH 1979(42A-184) SO AS TO AMEND THE ZONING ORDINANCE

EXHIBIT "T"

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

SECTION I: The following article of Ordinance 1979(42) be amended as follows:

6.01. RE Rural Fringe District.

6.0143 Side Yard.

There shall be two side yards, each having a width of not less than twenty (20) feet. Where a lot is located at the intersection of two (2) or more streets, the width of the yard along the side street shall not be less than thirty-five (35) feet. No accessory building or structure shall project beyond the yard line of any street.

R-1, Low Density Residential District.

6.0241 Lot Area.

Every lot shall have an area of not less than ten thousand (10,000) square feet and a lot width of not less than seventy-five (75) feet at the setback line.

6.0243 Side Yard.

There shall be two side yards, each having a width of not less than fifteen (15) feet. Where a lot is located at the intersection of two (2) or more streets, the width of the yard along the side street shall not be less than twenty-five (25) feet. No accessory building or structure shall project beyond the yard line of any street.

6.03 R-2 Low to Medium Density Residential District.

6.0341 Lot Area.

Every lot shall have an area of not less than eight thousand and four hundred (8,400) square feet, and a lot width of not less than seventy (70) feet at the setback line.

6.0342 Front Yard.

There shall be a front yard having a depth of not less than twenty-five (25) feet.

6.0343 Side Yards.

There shall be two side yards, each having a width of not less than fifteen (15) feet. Where a lot is located at the intersection of two (2) or more streets, the width of the yard along the side street shall not be less than twenty-five (25) feet. No accessory building or structure shall project beyond the yard line on any street.

6.04 R-3, Medium Density Residential District.

6.0441 Lot Area.

Every lot shall have an area of not less than seven thousand (7,000) square feet and lot width not less than fifty-five (55) feet, except that a two-family dwelling shall have a lot area of not less than eight thousand and four hundred (8,400) square feet and a lot width of not less than sixty-five (65) feet.

6.0741 Front Yard.

There shall be a front yard having a depth of not less than twenty-five (25) feet. No product may be stored, displayed or offered for sale within a required front yard, and on a corner lot, within the required side yard along a side street.

6.0742 Side Yard.

On a corner lot there shall be a side yard of not less than fifteen (15) feet along the side street. Otherwise, there shall be a side yard of not less than ten (10) feet in width.

6.0743 Rear Yard.

A rear yard is not required except where a lot abuts upon residential property or a residential district, in which case there shall be a rear yard of not less than twenty (20) feet in depth.

6.08 C-2, General Commercial District

6.0833 Rear Yard.

A rear yard is not required except where a lot abuts upon residential property or a residential district, in which case there shall be a rear yard of not less than twenty (20) feet in depth.

6.113 Area, Yard, and Height Regulations.

b. Square Footage

1. The minimum square footage of the heated area shall be 1,200 square feet.

6.02.9 Additional Provisions

1. All new single family residential buildings requiring a permit within the City of Petal, must be constructed with a minimum of fourteen hundred (1,400) square feet for the heated area and a two car garage.
2. All new single family residential buildings shall be sightly and suitable structures that are in harmony with existing visual features and character of the neighborhood in which it is built.

.03.9 Additional Provisions

1. All new residential buildings requiring a permit within the City of Petal, must be constructed with a minimum of fourteen hundred (1,400) square feet for the heated area and a two car garage. Duplexes must be constructed with a minimum of twelve hundred (1,200) square feet.
2. All new residential buildings shall be sightly and suitable structures that are in harmony with existing visual features and character of the neighborhood in which it is built.

6.04.9 Additional Provisions

1. All new residential buildings requiring a permit within the City of Petal, must be constructed with a minimum of fourteen hundred (1,400) square feet for the heated area and a two car garage. Duplexes must be constructed with a minimum of twelve hundred (1,200) square feet.
2. All new residential buildings shall be sightly and suitable structures that are in harmony with existing visual features and character of the neighborhood in which it is built.

6.0442 Front Yard.

There shall be a front yard having a depth of not less than twenty-five (25) feet.

6.0443 Side Yards.

There shall be two side yards, each having a width of not less than fifteen (15) feet. Where a lot is located at the intersection of two (2) or more streets, the width of the yard along the side street shall not be less than twenty-five (25) feet. No accessory building or structure shall project beyond the yard line on any street.

6.0444 Rear Yard.

There shall be a rear yard having a depth of not less than twenty (20) feet.

6.05 R-4, High Density Residential District.

6.0541 Lot Area.

Every single-family lot shall have an area of not less than sixty-five hundred (6,500) square feet and a lot width of not less than fifty-five at the setback line. Other lots shall have an area of not less than eighty four hundred (8,400) square feet and a lot width of not less than sixty (60) feet at the setback line for multiple-family dwellings and not less than fifty-five (55) feet for all other structures.

6.0542 Front Yard.

There shall be a front yard having a depth of not less than twenty-five (25) feet.

6.0543 Side Yards.

There shall be two (2) side yards, each having a width of not less than fifteen (15) feet for buildings of one (1) story. For each additional story another five (5) feet shall be added to each side yard. Where a lot is located at the intersection of two (2) or more streets, the width of the yard along the side street shall not be less than twenty-five (25) feet. No accessory building or structure shall project beyond the year line on any street.

6.0544 Rear Yard.

There shall be a rear yard having a depth of not less than twenty (20) feet.

6.06 C-O Commercial Office.

6.064 Area, Yard and Height Regulations.

6.0641 Lot Area.

Every lot shall have an area of not less than eight thousand and four hundred (8,400) square feet and a lot width of not less than seventy-five (75) feet at the setback line.

6.0642 Front Yard.

There shall be a front yard having a depth of not less than twenty-five (25) feet.

6.0643 Side Yard.

There shall be two side yards, each having a width of not less than fifteen (15) feet. Where a lot is located at the intersection of two (2) or more streets, the width of the yard along the side street shall not be less than twenty-five (25) feet. No accessory building or structure shall project beyond the yard line of any street.

6.07 C-1, Neighborhood Commercial District.

6.05.9 Additional Provisions

1. All new apartment buildings requiring a permit within the City of Petal, must be constructed with a minimum of twelve hundred (1,200) square feet per unit for the heated area.
2. All new townhouses requiring a permit within the City of Petal, must be constructed with a minimum of fourteen hundred (1,400) square feet per unit for the heated area.
3. All new condominiums requiring a permit within the City of Petal, must be constructed with a minimum of fourteen hundred (1,400) square hear for the heated area and have a two car garage.
4. All new apartment, townhouses and condominiums shall be sightly and suitable structures that are in harmony with existing visual features and character of the neighborhood in which it is built.

Section II: All Ordinances in conflict herewith, and the same are hereby repealed.

Section III: Effective date

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

Section IV: That except as amended herein, Ordinance Number 1979(42) be and remains in full force and effect.

The above and foregoing Ordinance have been reduced to writing and the same was read and voted upon, first section by section and then upon the ordinance as a whole:

Those present and voting "AYE" and in favor of the passage, adoption and approval of Sections I,II,III and IV 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 any of said section of the foregoing Ordinance:

None

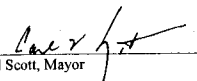
Those present and voting "AYE" and in favor of the passage, adoption and approval of the Ordinance as a whole:

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

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

None

WHEREFORE, the foregoing Ordinance was duly passed, adopted and approved on this the 6th day of November, A.D., 2006.


Carl Scott, Mayor

(SEAL)

EXHIBIT "F"

Attest:



Jean Lyee, City Clerk

STATE OF MISSISSIPPI
COUNTY OF FORREST
COUNTY OF LAMAR

EXHIBIT "J"

UNIVERSITY OF SOUTHERN MISSISSIPPI—
METRO AREA CRIME SCENE AND IDENTIFICATION
UNIT INTERLOCAL COOPERATIVE AGREEMENT

This Agreement is made between the UNIVERSITY OF SOUTHERN MISSISSIPPI, the CITY OF HATTIESBURG, the CITY OF PETAL, the BOARD OF SUPERVISORS OF FORREST COUNTY, MISSISSIPPI, the BOARD OF SUPERVISORS OF LAMAR COUNTY, MISSISSIPPI, the UNIVERSITY OF SOUTHERN MISSISSIPPI POLICE DEPARTMENT, and the FORREST GENERAL HOSPITAL POLICE DEPARTMENT.

1.

PURPOSE: The purpose of this Agreement is to establish procedure for the joint, inated effort of all participating law enforcement agencies within Forrest and Lamar ties to provide the maximum effectiveness and efficiency in the discovery, preservation, documentation and collection of evidence regarding criminal violations committed against the State of Mississippi; to provide for the collection and storing of photographs and fingerprints of all individuals arrested for crimes in Forrest and Lamar Counties as required by Section 45-27-9 (1) (2) and (3) of the Mississippi Code of 1972, as amended; and to provide training and work experience opportunities for students enrolled in the University of Southern Mississippi in the fields of Forensic Science, Criminal Justice and such other disciplines as may be determined to be related to the purpose of this Agreement; and to provide these services for the least cost to the taxpayers.

2.

STATUTORY AUTHORITY: The University of Southern Mississippi is authorized to enter into this Agreement by various statutes and specifically by Section 37-105-9 of the Mississippi Code of 1972, as amended, as such relates to the University of Southern Mississippi Police Department and by Section () of the Mississippi Code of 1972, as amended, as it relates to the education and training of students enrolled in the University. The Cities of Hattiesburg and Petal are authorized to enter into this Agreement pursuant to Section 21-21-3 of the Mississippi Code of 1972, as amended. Forrest and Lamar Counties are authorized to enter into this Agreement by Section 19-25-13 of the Mississippi Code of 1972, as amended. The Forrest General Hospital Police Department has been authorized, established and funded by the Forrest General Hospital, a county entity and officers employed by said department are governed by Section 45-6-11 of the Mississippi Code of 1972, as amended. All participating agencies have been authorized to enter into this Agreement by Section 17-13-1 of the Mississippi

in a Board of Directors consisting of the Sheriffs of Forrest and Lamar Counties, the Chiefs of Police of the City of Hattiesburg, City of Petal, Forrest General Hospital Police, and the University of Southern Mississippi Police, or their designees. Each member or department shall have one vote on each issue, and all decisions of the Board shall be by majority vote of members present.

The District Attorneys, or their designees, of the Twelfth and Fifteenth Judicial Circuit Court Districts shall be ex-officio or non-voting members of the Board who shall render such advice as needed in the operation of the unit and specifically in the establishment of protocol to be used by the Crime Scene Investigation Unit in the discovery, preservation, documentation and collection of evidence regarding criminal violations committed in their respective judicial districts.

The decision making authority of the Board shall include, but is not limited to, the establishment of protocol and procedure in the operation of the unit, collection and expenditure of all funds contributed by unit members, hiring of additional personnel compensated by funds contributed by unit members, the setting of salaries and supplemental salaries of unit members, purchase of equipment by funds contributed by unit members, disciplinary matters concerning unit personnel, approval of personnel employed by the University of Southern Mississippi who are assigned to the unit, approval of the manner of use of student interns in specific positions, approval of each student intern who participates in the operation of the unit, any amendment of Agreement, and all other matters relating to the operation of the unit.

Notwithstanding the decision making authority recited hereinabove, the University of Southern Mississippi, and not the Board, will have decision making authority regarding any personnel employed, equipment purchased, or funds expended as such relates to any and all funds belonging to or otherwise obtained, generated or furnished by the University of Southern Mississippi. All such personnel employed by the University of Southern Mississippi and assigned to the unit will be presented to and approved by the Board.

7.

ORGANIZATIONAL STRUCTURE: Although the specific and final organizational structure of the unit will be determined by unit members after final approval of this Agreement as set forth and required in Section 17-13-11 of the Mississippi Code of 1972, as amended, unit members contemplate that the unit will consist of a Unit Coordinator, Crime Scene Technicians, an Evidence Clerk, and Student Interns.

The **Unit Coordinator**, with the approval of the Board, will be employed by the University of Southern Mississippi. The Unit Coordinator will serve as the unit leader and in at capacity will recommend the number and identity of additional personnel, establish essary protocol and procedures to accomplish the purposes of the unit, set up rotating dules and call out procedures for unit personnel, establish required procedures to meet the ds of unit members as such relates to crime scenes, recommend the purchase and use of equipment needed to successfully operate the unit, recommend and establish upon Board

3.

DURATION: This Agreement shall be effective from and after adoption by and being placed upon the minutes of the governing authorities to this Agreement and by final approval by the Attorney General as required by Sections 17-13-11 of the Mississippi Code of 1972, as amended.

4.

MANNER OF TERMINATION: This Agreement may be terminated at any time by all participating parties by the adoption of appropriate Orders by the governing authorities of such parties. In such event, this Agreement shall be of no further force and effect from the effective date of said Orders.

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 such party terminates the Agreement during the fiscal year, or prior to September 30, the parties annual contribution towards the operation of the unit will not be refunded.

In the event any party hereto terminates participation in the Agreement, the remaining parties to the Agreement may continue to operate under this Agreement.

5.

CREATION OF UNIT: There is hereby established a joint, coordinated effort to provide the maximum effectiveness and efficiency in the discovery, preservation, documentation and collection of evidence regarding criminal violations committed against the State of Mississippi; to provide for the collection and storing of photographs and fingerprints of all individuals arrested for crimes in Forrest and Lamar Counties as required by Section 45-27-9 (1), (2) and (3) of the Mississippi Code of 1972, as amended; and to provide training and work experience opportunities for students enrolled in the University of Southern Mississippi in the fields of Forensic Science, Criminal Justice and other such disciplines as may be determined to be related to the established purpose of this Agreement; and to provide these services for the least cost to the taxpayers. For the purpose of this Agreement, this joint and coordinated effort and the personnel involved therein shall be referred to as the UNIVERSITY OF SOUTHERN MISSISSIPPI — METRO AREA CRIME SCENE AND IDENTIFICATION UNIT. The primary purpose of the Unit shall be as stated in Section 1. of this Agreement.

6.

DECISION MAKING AUTHORITY: Final decision making authority shall be vested

approval necessary procedures to comply with the statutes relating to the collection and storage of photographs and fingerprints of individuals arrested in the unit area; select and coordinate the training necessary to accomplish the stated purposes of the unit, coordinate the training and use of student interns, and implement all other procedures and measures as may be necessary to accomplish the purposes of the unit.

Crime Scene Technicians employed by the unit will receive the highest levels of training possible, will follow the protocol and procedures established by the Board, and will assist unit members in the discovery, preservation, documentation and collection of evidence regarding criminal violations committed. Those technicians with sufficient experience will also assist unit members with compliance with all statutes relating to the collection and storage of photographs and fingerprints of those individuals arrested in Forrest or Lamar Counties.

The **Evidence Clerk** will assist unit members in the collection, docketing, storage, and preservation of all evidence collected during crime scene investigations.

Student Interns selected by the faculty and approved by the Board will obtain necessary training and be allowed to participate and assist in the operation of the unit.

The organizational structure implemented, after final approval of this Agreement, will be recommended by the Unit Coordinator and approved by the Board. The initial organizational structure may be changed or modified from time to time, upon approval of the Board, in order to fully accomplish the stated purpose of this Agreement.

8.

OPERATIONAL FUNCTIONS OF UNIT: The original operational functions of the unit will be as follows:

Crime Scene Unit: Crime Scene Technicians, using the protocol and procedures established in each of the respective judicial districts comprising the unit area, will respond to crime scenes involving violent crimes upon the request of participating agencies. In addition to violent crimes, the unit will likewise respond upon request to other crime scenes subject to the availability of unit personnel and equipment. Unit members will respond to all requests by the City of Hattiesburg. Crime scene technicians will be responsible for the discovery, preservation, documentation and collection of evidence at each crime scene

Identification Unit: The unit will assist in the development and implementation of a plan to assist participating agencies in complying with the collection and storage of photographs and fingerprints of all persons arrested in compliance with Section 45-27-9 (1), (2) and (3) of the Mississippi Code of 1972, as amended. Unit members will assist, when possible, with the actual operation and will also assist in providing training to other non-unit personnel in the operation of the Identix Touch Print 3000 presently being used by the City of Hattiesburg in the collection of finger and palm prints. The University of Southern Mississippi will purchase the equipment required for the storing of all finger and palm prints collected by participating law enforcement

agencies in Forrest and Lamar Counties, will provide the necessary personnel to input said data, and will create a database of all prints collected for the use of participating agencies.

Student Interns: Student Interns will receive training in the areas of crime scene investigative investigation and in the taking, collection and storage of photographs and finger and palm prints, the use of Identix Touch Print 3000 and other similar equipment including, but not limited to, the Affix Tracker System. After receiving the necessary training, Student Interns will assist unit members and personnel in crime scene investigations, evidence collection, and the collection and storage of photographs and finger and palm prints.

The operational functions of the unit, after final approval of this Agreement, will be recommended by the Unit Coordinator and approved by the Board. The initial operational functions of the unit may be changed or modified from time to time, upon approval of the Board, in order to accomplish the stated purpose of this Agreement.

9.

UNIT PERSONNEL:

The Unit Coordinator and an evidence clerk will be employed by the University of Southern Mississippi and will be assigned to the University of Southern Mississippi — Metro Area Crime Scene and Identification Unit. The University may also hire and assign to the unit such other personnel as may be deemed necessary to the successful operation of the unit. The University of Southern Mississippi will continue to pay the salaries of all personnel hired by the University during the time they are assigned to the unit. All matters concerning employment compensation, wage and hour concerns under the Fair Labor Standards Act (FLSA), Workers Compensation, retirement contributions, insurance, and any other matters relating to employer-employee relations are the sole responsibility of the University.

The City of Hattiesburg will assign its two crime scene technicians to the University of Southern Mississippi — Metro Area Crime Scene and Identification Unit. The City of Hattiesburg will continue to pay the salaries of both technicians during the time they are assigned to the unit. All matters concerning employment compensation, wage and hour concerns under the Fair Labor Standards Act (FLSA), Workers Compensation, retirement contributions, insurance, and any other matters relating to employer-employee relations are the sole responsibility of the City of Hattiesburg. The salaries and benefits of said technicians may be supplemented by the unit, subject to the approval of the Chief of Police.

Crime Scene Technicians employed by pooled funds, or funds provided by member agencies, shall be employed by the Forrest County Sheriff's Department, with approval of the Board, and assigned to the University of Southern Mississippi — Metro Area Crime Scene and Identification Unit. The salaries of such technicians hired will be paid by Forrest County as long as sufficient funds are provided by participating members pursuant to this Agreement. All matters concerning employment compensation, wage and hour concerns under the Fair Labor

Standards Act (FLSA), Workers Compensation, retirement contributions, insurance, and any other matters relating to employer-employee relations are the sole responsibility of Forrest County. **Nothing in this Agreement, however, will be construed to require Forrest County, absent the financial contributions of participating members, to continue to employ those crime scene technicians employed as a result of this Agreement.**

The Unit Coordinator is the leader of the unit and is responsible for the operation of the unit and the supervision of all personnel assigned to the unit. The Unit Coordinator may recommend the dismissal of personnel from the team to the Board and may temporarily suspend such personnel from the unit until the dismissal action is considered by the Board. The Board may permanently approve the suspension recommended by the Unit Coordinator. Final dismissal of an employee shall be vested with the employee's employer. The Unit Coordinator answers to the Board.

All personnel assigned to the unit shall work under the immediate supervision and direction of the Unit Coordinator and shall adhere to all established rules, regulations, protocols and procedures.

10.

EQUIPMENT:

The University of Southern Mississippi agrees to purchase and allow the Unit to use the following equipment:

Two (2) fully furnished crime scene vans
Equipment and supplies necessary to restock the crime scene vans
Affix Tracker and such other equipment that may be necessary to collect, input and store finger and palm prints of all persons arrested in Forrest and Lamar by member agencies

The City of Hattiesburg agrees to allow the Unit to use all equipment owned or leased and presently being used by the City of Hattiesburg in its crime scene and identification unit.

It is agreed that the property described above shall remain the property of the University of Southern Mississippi and the City of Hattiesburg, respectively.

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

Any and all personal property acquired for the operation of the Unit shall be acquired in the name of and title shall vest in the party to this Agreement who shall have provided the funds with which the property was acquired. Said property shall remain on the inventory of the

agencies purchasing the personal property. Upon termination of the 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 the Agreement. Any property purchased with joint funds or otherwise acquired by the Unit shall, upon agreement and total dissolution of the Unit, be divided among the agencies participating in the Unit at such time according to the agreement reached by the agencies. If no agreement is reached by such agencies within thirty (30) days of the dissolution, then property purchased with joint funds or otherwise acquired by the Unit 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 Unit does not have the authority to own or hold assets independently of the governing authorities to this Agreement. Participating agencies may own assets which, per this Agreement, are made available for use by the Unit. However, the participating agencies may own jointly some or all of the assets.

11.

TRAINING: The University of Southern Mississippi, at its own expense, shall provide non-credit Crime Scene Investigation training to all personnel assigned to the Crime Scene Unit. The University of Southern Mississippi will also provide, from time to time, additional non-credit training in crime scene investigation, and other criminal investigative techniques to other sworn personnel of unit members who are not assigned to the Unit. The University agrees that there will be no charge for such training to participating agencies as long as this Agreement is in effect. The University of Southern Mississippi and members of the Crime Scene and Identification Unit created by this Agreement also agree to provide the non-credit training necessary to assist participating agencies in complying with the collection of photographic and fingerprint data for submission to the Mississippi Justice Information Center as required by Section 45-27-9 (1), (2) and (3) of the Mississippi Code of 1972, as amended.

12.

FINANCIAL CONTRIBUTIONS OF MEMBERS: Initial financial contributions of participating members will be as follows:

The University of Southern Mississippi will provide funding from various sources to hire personnel described in Section 9, and assigned to the unit. In addition to paying the salaries and benefits of personnel, the University will also provide funding from various sources to purchase the equipment identified in Section 10, of this Agreement.

The Forrest County Sheriff's Department will contribute the sum of \$29,000.00 annually towards the operation of the unit.

The Forrest General Hospital Police Department will contribute the sum of \$29,000.00 annually towards the operation of the unit.

The Lamar County Sheriff's Department will contribute the sum of \$5,000.00 annually

towards the operation of the unit.

The City of Petal Police Department will contribute the sum of \$5,000.00 annually towards the operation of the unit.

The City of Hattiesburg Police Department will contribute the sum of \$102,000.00 annually towards the operation of the unit.

The pooled funds contributed by the Forrest County Sheriff's Department, the Forrest General Hospital Police, the Lamar County Sheriff's Department, the City of Petal Police Department, and the City of Hattiesburg Police Department will be paid over to Forrest County, Mississippi, which will establish a separate UNIVERSITY OF SOUTHERN MISSISSIPPI — METRO AREA CRIME SCENE AND IDENTIFICATION UNIT fund for the deposit and use of said pooled funds

13.

LIABILITY:

The actual employer of each individual assigned to the Unit will be responsible for the actions of such employee and for claims arising from the performance of duties under this Agreement. It is clearly understood and affirmatively stated that this Agreement does not create a co-employer status with any other agency within this Agreement. Each participating agency has liability insurance or is otherwise covered by the Mississippi Tort Claims Act.

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.

14.

PHYSICAL LOCATION OF UNITS: The University of Southern Mississippi will furnish, at no cost to the unit, a physical location on the campus of the University to serve as an operations center and office for the crime scene unit. The University will also furnish space at the Forensics Science Laboratory building for the location of necessary equipment to aid in the collection, storage and use of finger and palm prints of individuals arrested in Forrest or Lamar Counties by participating agencies.

15.

AMENDMENTS TO AGREEMENT: No amendments 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 or other governmental agencies may be admitted to participate in this Unit by unanimous approval of the participating

agencies.

16.

SUBMISSION OF AGREEMENT FOR APPROVAL: 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 clerk's of the counties of Forrest and Lamar; a copy shall be filed with the Secretary of State and Department of Audit with sixty (60) days after it takes effect. The Unit shall operate under the name UNIVERSITY OF SOUTHERN MISSISSIPPI — METRO AREA CRIME SCENE AND IDENTIFICATION UNIT and shall be filed with the appropriate agencies under this name.

THIS the ____ day of November, A. D., 2006

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives with full rights, powers, and authority and on the date as set out above.

UNIVERSITY OF SOUTHERN MISSISSIPPI

BY _____
ITS PRESIDENT

UNIVERSITY OF SOUTHERN MISSISSIPPI
POLICE DEPARTMENT

BY _____
CHIEF

FORREST COUNTY BOARD OF SUPERVISORS

BY _____
PRESIDENT

ATTEST: _____
FORREST COUNTY CHANCERY CLERK

EXHIBIT "J"

CITY OF HATTIESBURG, MISSISSIPPI

BY _____
MAYOR

ATTEST: _____
MUNICIPAL COURT CLERK

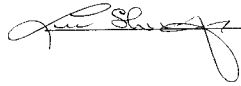
CITY OF HATTIESBURG
CHIEF OF POLICE

CITY OF PETAL, MISSISSIPPI

BY: _____

ATTEST: _____
MUNICIPAL COURT CLERK

CITY OF PETAL
CHIEF OF POLICE



LAMAR COUNTY BOARD OF SUPERVISORS

BY _____
PRESIDENT

ATTEST: _____
LAMAR COUNTY CHANCERY CLERK

SHERIFF OF LAMAR COUNTY

FORREST GENERAL HOSPITAL

BY _____
PRESIDENT, BOARD OF TRUSTEES

FORREST GENERAL HOSPITAL CHIEF OF POLICE

AN ORDINANCE ADOPTING BUILDING, PLUMBING, ELECTRICAL, GAS, FIRE PREVENTION, MECHANICAL, AND PROPERTY MAINTENANCE CODES FOR THE CITY OF PETAL, MISSISSIPPI

EXHIBIT "K"

WHEREAS, the City of Petal, Mississippi, is authorized by Section 21-19-25 and Section 21-10-25 of the Mississippi Code Annotated (1972, as amended), to enact such Codes as may be necessary and proper to preserve the general public health, safety, and welfare of the people of the City of Petal, Mississippi; and

WHEREAS, the City of Petal, Mississippi, acting by and through its Mayor and Board of Aldermen, has found certain conditions to exist which make it necessary to adopt certain Codes in order to preserve the general health, safety, and welfare of its citizens; and

WHEREAS, the Mayor and Board of Aldermen have examined the following revised Codes and found them to be reasonable and necessary in providing the City of Petal, Mississippi adequate protection in preserving the general public health, safety, and welfare;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, AS FOLLOWS

SECTION 1: ADOPTION OF CODES

For the purpose of establishing uniform rules and regulations this body hereby adopts those certain Codes for building, plumbing, gas, electrical, fire prevention, mechanical, and property maintenance, all being incorporated herein by reference and specifically identified as follows:

- 2005 edition of, The National Electric Code, as amended.
- 2003 edition of The International Building Code, including appendices A, F, G & J
- 2003 edition of International Residential Code, including appendices A, B, C, D, E, F, G, J & K
- 2003 edition of the International Fire Code, including appendices B, C, D, E, F & G
- 2003 edition of the International Mechanical Code, including appendix A
- 2003 edition of the International Plumbing Code, including appendices B, C, D, E, F & G
- 2003 edition of the International Fuel Gas Code, including appendices A, B, C & D
- 2006 edition of International Property Maintenance

Said Codes are adopted in their entirety, save and except such portions which are hereinafter deleted, replaced, or modified. Said Codes are hereby adopted by reference and are incorporated herein as fully as if set out at length herein. The provisions of said Codes shall be controlling in the construction, alteration, and repair, including any and all improvements which by their nature fall under the provisions of the Codes herein enumerated, of any and all buildings and structures which are situated within the corporate limits of the City of Petal, Mississippi, from and after the effective date of this Ordinance.

SECTION 2: COPIES

There shall be not less than three (3) copies of said Codes placed on file in the City Hall for public inspection and use, said copies to be located in the offices of the Building Codes Official and the City Engineer.

SECTION 3: DELETIONS, ADDITIONS, AND MODIFICATIONS:

- A. The provisions of this Ordinance shall be administered and enforced by a Building Codes Official, or his designated representatives, and, as appropriate, the Fire Chief, the Fire Inspector, or their designated representatives
- B. The provisions of this Ordinance dealing with appeals shall be administered and enforced by the City of Petal Planning Commission as set forth in Section 112 of the International Building Code.
- C. The method of appointment and the term of office of the City of Petal Planning Commission shall be established by the Mayor and Board of Aldermen of the City of Petal, Mississippi
- D. Any person violating any provision of this Ordinance shall be fined, upon conviction, not less than \$10.00 nor more than \$500.00 and the cost of Court for each offense. Each day such violation continues shall constitute a separate offense
- E. In case any building or other structure is erected, constructed, reconstructed, repaired, altered, converted, or maintained, or any building, structure, or land is used in violation of this Ordinance, the Building Codes Official of the municipality shall take appropriate

Total Valuation	Each Inspection
a. \$0 to \$100,000.00	\$25.00
b. \$100,001.00 to \$500,000.00	\$35.00
c. \$500,001.00 and up	\$50.00

SECTION 4:

Nothing in this Ordinance or in the Codes hereby adopted shall be construed to affect any suit or proceeding now pending in Court, or any rights acquired, or liability incurred, nor any cause or causes of action existing under any act or Ordinance repealed hereby. No right or remedy of any character shall be lost, impaired, or affected by this Ordinance.

SECTION 5:

The invalidation of any Section or provision of this Ordinance or of the Codes adopted shall not invalidate other Sections or provisions thereof.

SECTION 6:

Ordinances or parts of Ordinances in force at the time this Ordinance shall take effect, and inconsistent herewith, are hereby repealed.

SECTION 7:

The adoption of changes in any of the rate schedules contained herein shall be by Order or Resolution of the Board of Aldermen, without the necessity of adoption by Ordinance.

SECTION 8:

This Ordinance shall take effect and be in full effect and force in thirty (30) days after its adoption. The Mayor of the City of Petal is hereby authorized and directed to give notice of the adoption of this Ordinance as required by the provisions of Section 21-19-25 and Section 21-10-25 of the Mississippi Code Annotated, (1972, as amended)

NOW THEREFORE, be it ordained by the Mayor and Board of Aldermen of the City of Petal, Mississippi, that this ordinance be adopted to preserve the general public health, safety, and welfare of the people of the City of Petal, Mississippi as stated above.

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

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

None

Those present and voting "AYE" 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:

action to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use, to correct or abate such violations, or to prevent occupancy of such a building, structure, or land.

F. Permit fees are hereby levied as follows:

- 1. Initial Permits:
 - a. Issuance Fee: \$20.00
- 2. Construction Permits

Total	Valuation: Fee:
a. \$1,000.00 to \$2,000.00	\$25.00 minimum.
b. \$2,001.00 to \$15,000.00	\$25.00 for the first \$2,000.00 plus \$6.00 for each additional thousand or fraction thereof, to and including \$15,000.00.
c. \$15,001.00 to \$50,000.00	\$98.00 for the first \$15,000.00 plus \$5.00 for each additional thousand or fraction thereof, to and including \$50,000.00.
d. \$50,001.00 to \$100,000.00	\$273.00 for the first \$50,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$100,000.00.
e. \$100,001.00 to \$500,000.00	\$473.00 for the first \$100,000.00 plus \$2.50 for each additional thousand or fraction thereof, to and including \$500,000.00.
f. \$500,001.00 and up	\$1,473.00 for the first \$500,000.00 plus \$1.50 for each additional thousand or fraction thereof.

When the valuation of the proposed construction exceeds \$1,000.00 and a plan is required to be submitted by any Code, a plan-checking fee shall be paid to the City at the time of submitting plans and specifications for checking. Said plan-checking fee shall be equal to one-half of the building permit fee as set forth in 104.7 of the Building Code. Such plan-checking fee is in addition to the building permit fee.

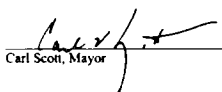
- 3. Moving of Building or Structure: Total width of structure and equipment less than 14' -- \$100.00 per structure; total width of structure and equipment greater than 14' -- \$200.00 per structure. Plus police department escort fees based on applicable hourly rate.
- 4. Demolition of Building or Structure: \$25.00 per demolition.
- 5. Gas Permit: \$10.00 per gas meter.
- 6. Plumbing Permit: \$25.00 minimum inspection fee up to the first \$2,000.00, or fraction thereof, or as per outlined in Section 3, (F) (1) construction permit fees.
- 7. Mechanical Permit: \$25.00 minimum inspection fee up to the first \$2,000.00, or fraction thereof, or as per outlined in Section 3, (F) (1) construction permit fees.
- 8. Electrical Permit
 - a. Mobile Homes: \$25.00
 - b. Fee for Addition to Residence: \$25.00
 - c. Fee for New Residence, 225 amps or less: \$40.00
 - d. Fee for New Residence, over 225 amps: \$60.00
 - e. Fee for Apartments, 4 plex or less: \$75.00
 - f. Fee for Apartments, 5 plex to 8 plex: \$125.00
 - g. Fee for Apartments larger than an 8 plex: Apportioned according to above fees
 - h. All Industrial or Commercial: Based on total valuation of electrical work as levied above
 - i. Any service work or temporary supply of services that requires a permit: \$25.00 minimum
- 9. Swimming Pool Permit: Based on total valuation of construction as levied above.
- 10. All reinspection fees per each permit for any trade: \$15.00.

Where work for which a permit is required by any Code is started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of any Code in the execution of the work nor from any other penalties prescribed in any Code. Additionally, any firm, person or corporation who shall do anything prohibited by these regulations as the same exist or as they may hereafter be amended, or who shall fail to do anything required by these regulations as they now exist or as they may hereafter be amended, upon conviction of a violation shall be considered guilty of a misdemeanor punishable either by a fine not exceeding one thousand dollars (\$1,000.00) or not more than thirty (30) days in jail, or both. Each and every day that such violation exists shall be deemed a separate offense.

G. Inspection fees are hereby levied as follows:

None

WHEREUPON, the above and foregoing Ordinance be, and the same is hereby passed, adopted and approved on this the 6th day of November, A.D., 2006.


Carl Scott, Mayor

(SEAL)

Attest:


Jean Iffers, City Clerk

AN ORDINANCE CREATING REQUIREMENTS FOR THE ISSUANCE OF ELECTRICAL, MECHANICAL AND PLUMBING LICENSES, CREATION OF A ELECTRICAL/MECHANICAL AND PLUMBING EXAMINING BOARD AND THEIR RESPECTIVE BOARD OF REVIEWS, PROVIDING LICENSING FEES, PROVIDING PENALTIES FOR VIOLATIONS THEREOF, DISCLAIMER OF LIABILITY FOR DAMAGE BY THE CITY AND RELATED PURPOSES.

WHEREAS, the City of Petal, Mississippi, acting by and through its Mayor and Board of Aldermen, has found certain conditions to exist which make it necessary to adopt certain Codes in order to preserve the general health, safety, and welfare of its citizens: and

WHEREAS, the Mayor and Board of Aldermen have examined the following revised Codes and found them to be reasonable and necessary in providing the City of Petal, Mississippi adequate protection in preserving the general public health, safety, and welfare;

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, AS FOLLOWS:

SECTION 1: ELECTRICAL

Before any person may perform or do any electrical work within the City of Petal, Mississippi, they must apply for and receive an Electrical License and pay the fee herein required.

Before any Electrical License may be issued, the applicant shall meet the following requirements:

1. All applicants must be at least 21 years of age.
2. An applicant for a Master's License shall have had at least five (5) years experience as an electrician or he shall be a graduate of a trade school or technical school or college of recognized standing, and in addition, shall have had one (1) year of practical experience as an electrician and he must also furnish three (3) letters from reputable businessmen attesting to the applicant's experiences and character. The applicant must have a telephone for the purpose of receiving any directions from the building inspector of the City of Petal.
3. An applicant shall be required to successfully pass an examination to be administered by the Building Department of the City of Petal, attaining a score of 70.

SECTION 2: MECHANICAL

Before any person may perform or do any mechanical system work within the City of Petal, Mississippi, they must apply for and receive a Mechanical License and pay the fee herein required.

Before any Mechanical License may be issued, the applicant shall meet the following requirements:

1. All applicants must be at least 21 years of age.
2. An applicant for a Master's License shall have had at least five (5) years experience performing installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and/or appurtenances thereto, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy-related systems, and he must also furnish three (3) letters from reputable businessmen attesting to the applicant's experiences and character. The applicant must have a telephone for the purpose of receiving any directions from the building inspector of the City of Petal.
3. Pass an exam as administered by the Building Department of the City of Petal, attaining a score of 70.

shall make a decision in accordance with its findings. Three members of the Board present at any meeting shall constitute a quorum for the transaction of business, but any action taken at any meeting shall require the affirmative vote of at least three (3) members. The chairman of any meeting of the Board shall vote.

SECTION 5: PLUMBING

Before any person may perform or do any plumbing work within the City of Petal, Mississippi, they must apply for and receive a Plumbing License and pay the fee herein required.

Before any Plumbing License may be issued, the applicant shall meet the following requirements:

1. All applicants must be at least 21 years of age.
2. An applicant for a Master's License shall have had at least five (5) years experience performing plumbing installation, alterations, replacement, equipment, appliances, fixtures, fittings, and/or appurtenances thereto, and/or when connected with the water or sewage systems of the City of Petal, Mississippi, shall be licensed on appropriate qualification and he must also furnish three (3) letters from reputable businessmen attesting to the applicant's experiences and character. The applicant must have a telephone for the purpose of receiving any directions from the building inspector of the City of Petal.
3. An applicant shall be required to successfully pass an examination to be administered by the Building Department of the City of Petal, attaining a score of 70.

SECTION 6: PLUMBING BOARD OF EXAMINERS

1. A Board of Plumbing Examiners is hereby established, to consist of six (6) members to be appointed by the Mayor and Board of Alderman, to wit:
 - a. The City Building Inspector, who shall be a permanent advisory, ex officio and non-voting member
 - b. An accredited engineer, architect, draftsman holding a Certificate of Registration in the State of Mississippi or contractor holding State of Mississippi contractor's license and certificate of responsibility in the plumbing trade,
 - c. Two plumbing contractors holding Master's licenses as provided by this Ordinance.
 - d. Two representatives at large, having technical training and experience.
 - e. The Chairman of the Board shall be elected by the five voting members.
 - f. The initial term for the engineer, architect, draftsman, or contractor per (b) above, one plumbing contractor and one representative at large shall be for a term of one year. The initial terms for the other plumbing contractor and the other representative at large shall be for a period of two years.
 - g. All appointees thereafter shall be for a period of two years. All vacancies in said Board, because of resignation, death, or removal prior to the expiration of the term of such member shall be filled by appointment at the next meeting of the Mayor and Board of Alderman. The Board shall serve without pay.
2. The Plumbing Examining Board shall have the following duties:
 - a. It shall be the duty of the Plumbing Examining Board to receive all applications from plumbers seeking to enter upon or continue in the business of plumbing contracting within the City;
 - b. To approve the qualifying examination and prescribe the conditions thereof;
 - c. To give the examination or assign a proctor to all persons who are, under the provisions of this Ordinance, required to take such examination;
 - d. To authorize the issuance of the license applied for upon qualification of such applicant, and payment of one hundred fifty (\$150.00) dollar fee for the issuance of said license to the City Building Department. The annual renewal fee of the license is fifty (\$50.00) dollars and applicants shall have a fifteen (15) day grace period following expiration of the original

SECTION 3: ELECTRICAL/MECHANICAL BOARD OF EXAMINERS

1. A Board of Electrical/Mechanical Examiners is hereby established, to consist of six (6) members to be appointed by the Mayor and Board of Alderman, to wit:
 - a. The City Building Inspector, who shall be a permanent advisory, ex officio and non-voting member
 - b. An accredited electrical engineer, architect, or draftsman, holding a Certificate of Registration in the State of Mississippi.
 - c. Two electrical contractors holding Master's licenses as provided by this Ordinance.
 - d. Two representatives at large, having technical training and experience.
 - e. The Chairman of the Board shall be elected by the five voting members.
 - f. The initial term for the engineer, architect or draftsman, one electrical contractor and one representative at large shall be for a term of one year. The initial terms for the other electrical contractor and the other representative at large shall be for a period of two years.
 - g. All appointees thereafter shall be for a period of two years. All vacancies in said Board, because of resignation, death, or removal prior to the expiration of the term of such member shall be filled by appointment at the next meeting of the Mayor and Board of Alderman. The Board shall serve without pay.
2. The Electrical/Mechanical Examining Board shall have the following duties:
 - a. It shall be the duty of the Electrical/Mechanical Examining Board to receive all applications from electricians seeking to enter upon or continue in the business of electrical contracting within the City;
 - b. It shall be the duty of the Electrical/Mechanical Examining Board to receive all applications from persons seeking to enter upon or continue in the business of mechanical installation.
 - c. To approve the qualifying examination and prescribe the conditions thereof;
 - d. To give the examination or to assign a proctor to all persons who are, under the provisions of this Ordinance, required to take such examination;
 - e. To authorize the issuance of the license applied for upon qualification of such applicant, and payment of one hundred fifty (\$150.00) dollar fee for the issuance of said license to the City Building Department. The annual renewal fee of the license is fifty (\$50.00) dollars and applicants shall have a fifteen (15) day grace period following expiration of the original license. Licenses renewed sixteen (16) days to sixty (60) days after the renewal period will require a fee of sixty (\$60.00) dollars and renewals after sixty (60) days will be required to pay a license fee of seventy (\$70.00) dollars;
 - f. To prescribe the conditions under which the license may be continue;
 - g. To formulate rules to govern its actions and to take testimony and proof concerning all matters within its jurisdiction.

SECTION 4: THE ESTABLISHMENT OF AN ELECTRICAL/MECHANICAL BOARD OF REVIEW

There is hereby created a Board of Review which shall consist of the City Attorney or one of his assistants, and the duly appointed members of the Electrical Examining Board as provided for in Section 3 of this Ordinance, except that the Building Inspector shall not serve on the Board of Review. Each member of the Board shall serve without pay during the period of his appointment.

Any person, firm, or corporation may register an appeal with the Board of Review for a review of any decision of the Building Inspector, provided that such appeal is made in writing within five (5) days after such person, firm, or corporation shall have been notified of such decision by the Building Inspector. Upon receipt of such appeal, the said Board of Review shall proceed to determine whether the action of the Building Inspector complies with the Ordinances of the City of Petal, Mississippi, and within five (5) days

license. Licenses renewed sixteen (16) days to sixty (60) days after the renewal period will require a fee of sixty (\$60.00) dollars and renewals after sixty (60) days will be required to pay a license fee of seventy (\$70.00) dollars;

- e. To prescribe the conditions under which the license may be continue;
- f. To formulate rules to govern its actions and to take testimony and proof concerning all matters within its jurisdiction.

SECTION 7: THE ESTABLISHMENT OF A PLUMBING BOARD OF REVIEW

There is hereby created a Board of Review which shall consist of the City Attorney or one of his assistants, and the duly appointed members of the Plumbing Examining Board as provided for in Section 6 of this Ordinance, except that the Building Inspector shall not serve on the Board of Review. Each member of the Board shall serve without pay during the period of his appointment.

Any person, firm, or corporation may register an appeal with the Board of Review for a review of any decision of the Building Inspector, provided that such appeal is made in writing within five (5) days after such person, firm, or corporation shall have been notified of such decision by the Building Inspector. Upon receipt of such appeal, the said Board of Review shall proceed to determine whether the action of the Building Inspector complies with the Ordinances of the City of Petal, Mississippi, and within five (5) days shall make a decision in accordance with its findings. Three members of the Board present at any meeting shall constitute a quorum for the transaction of business, but any action taken at any meeting shall require the affirmative vote of at least three (3) members. The chairman of any meeting of the Board shall vote.

SECTION 8: PENALTIES FOR VIOLATION OF THE ORDINANCE

Any person, firm, or corporation who shall violate any of the provisions of this Ordinance shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than five hundred (\$500.00) dollars for each offense, or the license of such person, firm, association, or corporation may be revoked, or both fine and revocation of license may be imposed, and each day that any violation of this Ordinance continues, shall constitute a separate offense and shall be punishable as such.

SECTION 9: LIABILITY FOR DAMAGES

This Ordinance shall not be construed to affect the responsibility or liability of any party owning, operating, controlling or installing any electrical, mechanical or plumbing equipment for damages to persons or property caused by a defect therein, nor shall the City of Petal, Mississippi, be held as assuming any such liability by reason of granting a license to Master Electricians, Master Mechanicals, or Master Plumbers.

SECTION 10: VALIDITY OF THIS ORDINANCE

If any section, sub-section, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 11: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage.

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

Those present and voting "AYE" and in favor of the passage, adoption, and approval of Section 1,2,3,4,5,6,7,8,9,10 and 11 of the foregoing Ordinance:

Alderman David Clayton
Alderman Kay Farley
Alderman James Moore
Alderman Steve Stringer
Alderman Liesa Weaver

EXHIBIT "L"

Those present and voting "NAY" or against the adoption of Sections
1,2,3,4,5,6,7,8,9,10 & 11 of the foregoing Ordinance:

None

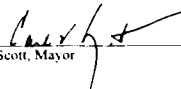
Those present and voting "AYE" and in favor of the adoption of the foregoing
ordinance as a whole:

Alderman David Clayton
Alderman Kay Farley
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 above and foregoing Ordinance be, and the same is hereby
passed, adopted, and approved on this the 6th day of November, A D , 2006



Carl Scott, Mayor

(SEAL)

Attest:



Jean Ishke, City Clerk

EXHIBIT "M"
CITY OF PETAL
PROCLAMATION

Whereas, home care services provide high quality and compassionate health care services to those in need, especially at times of community or personal health care crisis,

Whereas, home care is the most preferred method of health care delivery among disabled, elderly, and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and

Whereas, home care services allows families to stay together, and provide for greater health, dignity and comfort in our communities; and

Whereas, home care in the United States is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to millions of Americans each year; and

Whereas, thousands of everyday heroes such as home care nurses, therapists and aides work tirelessly to provide professional health and palliative care and support to millions of Americans in need of quality health services; and

Whereas, these dedicated home care professionals and volunteers form a support network that continues to play a vital role in health care delivery for our nation's disabled, infirm and aging population; and

Whereas Deaconess HomeCare, the National Association for Home Care & Hospice, and thousands of home care agencies across the United States have declared the month of November 2006 as National Home Care Month and are calling on all Americans to observe these occasions with appropriate ceremonies and activities;

Now, therefore, be it resolved that I, Carl Scott, Mayor, do hereby proclaim November 2006 as NATIONAL HOME CARE MONTH in the city/state of Petal, MS and encourage the support and participation of all citizens in learning more about the home care and hospice concepts of care for the elderly, disabled, and infirm.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.



Mayor, City of Petal

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