

CITY OF PETAL
MINUTE BOOK 30

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON DECEMBER 1, 2009 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
CITY ATTORNEY	TOM TYNER
ALDERMEN	DAVID CLAYTON WILLIE HINTON JAMES RUNNELS STEVE STRINGER
OTHERS	EL/GAIL PORTER TOMMYE CORLEY ADA MADISON FRANK/ANNE CLARK BEN PIPER AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY TOM TYNER.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, THE MAYOR PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS:

OLD BUSINESS

1. REQUEST TO ACCEPT AGREEMENT WITH PYSA FOR BABE RUTH BASEBALL LEAGUE FOR AGES 13-18.

GENERAL BUSINESS

16. REQUEST TO SUBMIT A BID IN THE AMOUNT OF \$800.00 TO APPLY FOR A BABE RUTH STATE TOURNAMENT.

ORDERS & ORDINANCES

5. REQUEST TO ADOPT ORDINANCE 1979 (44-N) ADJUSTING SANITATION RATES
6. REQUEST TO ADOPT ORDINANCE 1984 (57-Q) ADJUSTING RATES FOR SEWER TREATMENT, LATE FEES, AND RECONNECTION FEES.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE MINUTES OF THE REGULAR MEETING OF NOVEMBER 17, 2009 AND THE SPECIAL MEETING OF NOVEMBER 23, 2009.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE MINUTES OF THE REGULAR MEETING OF NOVEMBER 17, 2009 AND THE SPECIAL MEETING OF NOVEMBER 23, 2009 AS WRITTEN. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT.

THERE WAS NONE.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO OPEN BANK BIDS FOR A TERM OF JANUARY 2010-DECEMBER 2011.

EXHIBIT "A"

BIDS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TAKE ALL BIDS UNDER ADVISEMENT. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADOPT AN AGREEMENT WITH PYSA IN SUPPORT OF A BABE RUTH BASEBALL LEAGUE.

EXHIBIT "B"

AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING AGREEMENT WITH PYSA IN SUPPORT OF A BABE RUTH BASEBALL LEAGUE. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED ON BILLY FAIRLEY TO ADDRESS THE BOARD.

THEREUPON, MR. FAIRLEY WAS NOT IN ATTENDANCE.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY THE INTEREST IN THE AMOUNT OF \$46,693.75 TO TRUSTMARK BANK FOR GO BOND SERIES 2004.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INTEREST IN THE AMOUNT OF \$46,693.75 TO TRUSTMARK BANK FOR GO BOND SERIES 2004. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY SHOWS, DEARMAN & WAITS INVOICE 15873 IN THE AMOUNT OF \$16130.54 FOR PROFESSIONAL SERVICES ON WATER PLANT "C" AERATION.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY SHOWS, DEARMAN & WAITS INVOICE 15873 IN THE AMOUNT OF \$16,130.54 FOR PROFESSIONAL SERVICES ON WATER PLANT "C" AERATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS

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ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY SHOWS, DEARMAN & WAITS INVOICE 15874 IN THE AMOUNT OF \$13,124.66 FOR PROFESSIONAL SERVICES ON HUNTER'S RIDGE FIRE LINES.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY SHOWS, DEARMAN & WAITS INVOICE 15874 IN THE AMOUNT OF \$13,124.66 FOR PROFESSIONAL SERVICES ON HUNTER'S RIDGE FIRE LINES. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY BUSH CONSTRUCTION ESTIMATE #3 IN THE AMOUNT OF \$196,557.48 FOR CDBG PROJECT ON SPRINGFIELD RD PER SAMPLE & ASSOCIATES RECOMMENDATION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY BUSH CONSTRUCTION ESTIMATE #3 IN THE AMOUNT OF \$196,557.48 FOR CDBG PROJECT ON SPRINGFIELD RD PER SAMPLE & ASSOCIATES RECOMMENDATION. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY SHOWS, DEARMAN & WAITS INVOICE 15875 IN THE AMOUNT OF \$10,576.51 FOR CDBG PROJECT ON SPRINGFIELD RD PER SAMPLE & ASSOCIATES RECOMMENDATION.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY SHOWS, DEARMAN & WAITS INVOICE 15875 IN THE AMOUNT OF \$10,576.51 FOR CDBG PROJECT ON SPRINGFIELD RD PER SAMPLE & ASSOCIATES RECOMMENDATION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY SAMPLE & ASSOCIATES INVOICE 1109-6 IN THE AMOUNT OF \$5,200.00 FOR WORK ON CDBG PROJECT ON SPRINGFIELD RD.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY SAMPLE & ASSOCIATES INVOICE 1109-6 IN THE AMOUNT OF \$5,200.00 FOR WORK ON CDBG PROJECT ON SPRINGFIELD RD. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY CAMCO UTILITIES REQUEST #2 IN THE AMOUNT OF \$16,900.00 FOR LIFT STATION REPAIRS PENDING RALPH EDDLEMON'S RECOMMENDATION.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO PAY CAMCO UTILITIES REQUEST #2 IN THE AMOUNT OF \$16,900.00 FOR LIFT STATION REPAIRS UPON RALPH EDDLEMON'S APPROVAL. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A VARIANCE HEARING DATE FOR TRAILWOOD WEST PHASE IV-A.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO SET A VARIANCE HEARING DATE OF DECEMBER 8, 2009 FOR TRAILWOOD WEST PHASE IV-A. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE RESIGNATION OF SHAUNA HARVEY IN THE POLICE DEPT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF SHAUNA HARVEY IN THE POLICE DEPT. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADOPT AN AGREEMENT WITH CELLULAR SOUTH FOR STATE CONTRACT PRICING ON CITY CELL PHONE SERVICE.

EXHIBIT "C"

AGREEMENT

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE FOREGOING AGREEMENT WITH CELLULAR SOUTH FOR STATE CONTRACT PRICING ON CITY CELL PHONE SERVICE. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO RENEW THE SOFTWARE MAINTENANCE AGREEMENT WITH BBI IN THE AMOUNT OF \$5910.00 FOR JANUARY 2010 THRU DECEMBER 2010.

EXHIBIT "D"

AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO RENEW THE SOFTWARE MAINTENANCE AGREEMENT WITH BBI IN THE AMOUNT OF \$5910.00 FOR JANUARY 2010 THRU DECEMBER 2010. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO TRANSFER ONE DODGE INTREPID, VIN #2B3HD46V24G593137 FROM THE POLICE DEPT TO THE FIRE DEPT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO TRANSFER ONE DODGE INTREPID, VIN #2B3GD46V24G593137 FROM THE POLICE DEPT TO THE FIRE DEPT. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE CLAIMS - FOR THE CITY OF PETAL GENERAL FUND AND WATER AND SEWER FUNDS FOR THE MONTH OF NOVEMBER 2009.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE CLAIMS - FOR THE CITY OF PETAL GENERAL FUND AND WATER AND SEWER FUNDS FOR THE MONTH OF NOVEMBER 2009. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING PROOFS OF PUBLICATION.

PUBLIC NOTICE – VARIANCE HEARING FOR PROPERTY LOCATED OFF OF BROKEN ARROW TRAIL

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ACCEPT THE FOREGOING PUBLICATIONS FOR FILING. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SUBMIT A BID OF \$800.00 TO APPLY FOR A BABE RUTH STATE TOURNAMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO SUBMIT A BID OF \$800.00 TO APPLY FOR A BABE RUTH STATE TOURNAMENT. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS

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ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR BRYAN CRAVEN AND MONTY JONES TO ATTEND INTRODUCTION TO BODY CONTROL DIAGNOSTICS CLASS ON DECEMBER 14 AND DECEMBER 15, 2009 AT A COST OF \$300.00.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE BRYAN CRAVEN AND MONTY JONES TO ATTEND INTRODUCTION TO BODY CONTROL DIAGNOSTICS CLASS ON DECEMBER 14 AND DECEMBER 15, 2009 AND TO PAY REGISTRATION FEES OF \$300.00. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADOPT ORDINANCE 2005 (6-2) REPEALING THE TREE ORDINANCE.

EXHIBIT "E"

ORDINANCE 2005 (6-2)

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADOPT ORDINANCE 1974-13A REPEALING ORDINANCE 1974 -13.

EXHIBIT "F"

ORDINANCE 1974-13A

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO POST FOR REVIEW AND PUBLIC INPUT A PROPOSED AMENDMENT TO SECTION 6.113 OF ORDINANCE 1979 (42) DEALING WITH MOBILE HOMES.

EXHIBIT "G"

PROPOSED AMENDMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TAKE THE PROPOSED AMENDMENT UNDER ADVISEMENT AND POST FOR PUBLIC INPUT. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON

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ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO POST FOR REVIEW AND PUBLIC INPUT A PROPOSED NEW GARAGE SALE ORDINANCE.

EXHIBIT "H"

PROPOSED ORDINANCE

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO TAKE THE PROPOSED ORDINANCE UNDER ADVISEMENT AND POST FOR PUBLIC INPUT. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADOPT ORDINANCE 1979 (44-N) ADJUSTING SANITATION RATES.

EXHIBIT "I"

ORDINANCE 1979 (44-N)

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADOPT ORDINANCE 1984 (57-Q) ADJUSTING RATES FOR SEWER TREATMENT, LATE FEES AND RECONNECTION FEES.

EXHIBIT "J"

ORDINANCE 1984 (57-Q)

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STINGER MADE A MOTION TO ADJOURN THE REGULAR MEETING OF DECEMBER 1, 2009. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN WILLIE HINTON

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ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON DECEMBER 1, 2009.



MAYOR HAL MARX

SEAL

ATTEST



MELISSA MARTIN, CITY CLERK



CITY OF PETAL
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December 1, 2009

December 1, 2009

City of Petal
Melissa Martin, City Clerk
119 West 8th Avenue
Petal, MS 39465

EXHIBIT "A"

City of Petal
Petal, Mississippi
Mayor and Alderman

Dear Ms. Martin,

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

We are pleased to submit a proposal to serve as primary depository for the City of Petal for the years 2010 and 2011, and we agree to meet the terms and conditions of the request, as outlined in your Legal Notice to Bidders.

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

Magnolia State Bank further agrees to comply with Section 27-105-5 of the MS Code, which mandates the State Treasury be the assigned pledgee for collateral on deposits of certain governmental units, as authorized by State Law. This program is commonly referred to as the "Statewide Collateral Pool Program". All terms and conditions of this program will be followed according to Section 27-105-6 of the MS Code. In addition, Magnolia State Bank agrees to comply with sections 27-105-303 and 17-105-305 of the MS Code as it relates to County Depositories.

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

Magnolia State Bank offers the City of Petal interest checking accounts paying .10% more than the Federal Funds Rate, as set by the Federal Reserve. Presently, the Federal Funds rate is .10% therefore, the rate on the City of Petal checking account as of today will be .20% and adjusted monthly. In addition we will charge 15 cents per one thousand dollars deposited for FDIC insurance coverage.

We agree to pay interest on the deposits when requested in accordance with Mississippi statutes and at rates of interest consistent with prevailing market conditions. The current Public Funds NOW account is earning 0.10% apy. This rate is set by said Bank and is subject to change. These deposit accounts will have no service charges.

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

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

Sincerely,

Tommy Earley
President / Petal

Respectfully Submitted,

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

Post Office Box 4019 • Gulfport, MS 39502
228-858-4000 • Fax 228-868-4675 • 1-800-522-6342
hancockbank.com



BAY SPRINGS 15 East 6th Avenue Post Office Box 508 Bay Springs, MS 39422-0508 Phone: 601-764-2265 Fax: 601-764-2231	HEIDELBERG 407 Main Street Post Office Box 320 Heidelberg, MS 39439-0320 Phone: 601-787-3471 Fax: 601-787-4213	LAUREL 3220 Highway 15 North Post Office Box 6538 Laurel, MS 39441-6538 Phone: 601-425-0003 Fax: 601-425-0129	TAYLORSVILLE 718 Highway 28 East Post Office Box 37 Taylorsville, MS 39168-0037 Phone: 601-785-4756 Fax: 601-785-6934	PETAL 1190 Evelyn Gandy Parkway Post Office Box 465 Petal, MS 39465 Phone: 601-582-5376 Fax: 601-582-5316
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BancorpSouth

December 1, 2009

Mayor Hal Marx,
Board of Alderman and
City Clerk
City of Petal
8th Avenue
Petal, MS 39465

Dear Sirs and Madam:

BancorpSouth Bank, a state banking association, does hereby respectfully offer to serve as sole depository for all funds or any part thereof, for the City of Petal during the fiscal years of 2010 and 2011.

BancorpSouth will comply with all the laws and statutes of the State of Mississippi and in accordance with Section 27-105-305, 27-105-333 and 27-105-363 Mississippi code of 1972, Annotated, to properly qualify upon being designated as sole depository and will pledge in an amount of 105% of the maximum sum to be placed on deposit at any time exclusively of the portion of the accounts insured by the Federal Deposit Insurance Corporation.

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

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

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

If you need additional information on any of the services offered above, please do not hesitate to contact me at 601-554-4040.

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

Sincerely,

ORPSOUTH BANK

J.L. McKenzie
ident-Petal

EXHIBIT "B"

**GOVERNING AUTHORITY
SUPPLEMENT TO
MASTER CELLULAR VOICE AND DATA SERVICE AND EQUIPMENT AGREEMENT
BETWEEN
CELLULAR SOUTH, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES AND INSTITUTIONS OF THE STATE OF MISSISSIPPI**

**CITY OF PETAL
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EXHIBIT "C"

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This document shall serve as a Supplement to the original Master Cellular Voice and Data Service and Equipment Agreement (hereinafter referred to as "Master Agreement") executed June 26, 2007, between Cellular South, Inc., a Mississippi corporation having its principal offices at 1018 Highland Colony Parkway, Suite 300, Ridgeland, MS 39157 (hereinafter referred to as "Contractor"), and the Mississippi Department of Information Technology Services, having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, educational institutions and governing authorities of the State of Mississippi. It is understood by parties that this Supplement is on behalf of the City of Petal having its principal place of business at 119 W Eighth Avenue Petal, Mississippi 39465 (hereinafter referred to as "Governing Authority").

ITS, pursuant to Request for Proposals ("RFP") No. 3489, requested proposals for the acquisition of products and services under the Master Agreement which will govern any orders placed by ITS or other entities during the term of this Master Agreement for cellular voice and data service (collectively referred to as "Services") and Products, which will be administered by ITS;

WHEREAS, the Contractor was the successful proposer in an open, fair and competitive procurement process to provide the above-mentioned Services and Products;

WHEREAS, the Contractor pricing in the Master Agreement is based upon the State's commitment to a guaranteed contract term; and

WHEREAS, Article 4 of the Master Agreement provides that any governing authority within Mississippi acquiring products and services under the Master Agreement will work with Contractor to mutually determine the applicable term of service;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration and agreements set forth, the parties hereto agree as follows:

1) The term of this Supplement shall be a minimum of two (2) years, beginning on (a) the date Governing Authority activates Service with Contractor (if the Governing Authority is a new customer), or (b) the date on which Contractor activates a new rate plan for the Services and Products applicable to Governing Authority (for existing customers) (hereinafter referred to as "Supplement Term"). It is understood and agreed that during the

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Master Cellular Voice and Data Service and Equipment Agreement: Supplement for Governing Authorities

Supplement Term Contractor shall be the designated provider of all Services and Products for Governing Authority. Any exceptions will be on a case-by-case basis for specific devices for which adequate coverage cannot be provided by Contractor or for specific business requirements for which functionality cannot be provided by Contractor. At the end of the Supplement Term this Supplement will renew on a month to month basis until terminated by either party.

2) Governing Authority acknowledges and agrees that Governing Authority has been provided a special rate on the purchase of wireless Products and data Services under this Supplement. Therefore, Governing Authority agrees that failure to maintain Service with Contractor for the Supplement Term shall result in an Early Termination Charge in addition to any other contractual damages caused by such termination. There are two (2) types of Early Termination Charges: (a) one for terminating data Services prior to the end of the Supplement Term; and (b) one for deactivating a wireless device/Product prior to the end of the Supplement Term. Each Early Termination Charge is equal to One Hundred and Eighty Dollars (\$180.00). By way of example only, if Governing Authority purchases a wireless device with data Services (i.e. a Blackberry), then both Early Termination Charges apply and the maximum total Early Termination Charge is Three Hundred and Sixty Dollars (\$360.00) for that device/data Service. The Early Termination Charge allows Contractor to recover a portion of the losses it incurs by providing Governing Authority with a special discounted rate on the wireless devices and data Services. There shall be no Early Termination Charge in the event Customer terminates Service within thirty (30) days of executing this Supplement or activation of a new wireless device. The Early Termination Charge will be prorated over a period of twenty-four (24) months from the date of activation of the wireless Product and/or data Service. For example, if an employee of Governing Authority activates a new wireless Product along with data Service on January 1 and then terminates both use of the Product and the Service after eighteen (18) months, then the Early Termination Charge would be \$360 multiplied by a fraction with the numerator being the number of months remaining in the twenty-four (24) month term, six (6), and the denominator being the term of twenty-four (24) months, to yield an Early Termination Charge of Ninety Dollars (\$90).

3) Contractor shall provide the Products and Services detailed in Exhibit A to this Supplement, at the prices shown therein. The parties understand and agree that this Supplement is subject to and controlled by the terms and conditions set forth in the above referenced Master Agreement. Any additional discounts or price decreases negotiated under the Master Agreement and/or additional Products and Service plans added to the Master Agreement will be made available to Governing Authority by Contractor under this Supplement. Current Products, Services, and associated pricing are available on Cellular South's website for the State of Mississippi at <http://www.cellularsouth.com/msgov>. Questions concerning the Master Agreement may be directed to ITS at the address below or by calling (601) 359-1395.

00716132-2

Page 2 of 4

Master Cellular Voice and Data Service and Equipment Agreement: Supplement for Governing Authorities

4) Any correspondence between the parties required under this Supplement shall be addressed as follows:

If to Contractor:
Name: Cellular South, Inc.
Address: 1018 Highland Colony Parkway
Suite 300
Ridgeland, MS 39157

If to Governing Authority:
Name: City of Petal
Address: 119 W Eighth Ave
Petal, MS 39465

If to ITS:
Name: Paula Conn
Address: 301 North Lamar Street, Suite 508, Jackson, MS 39201

5) All other provisions in the Master Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplement to be executed by their authorized undersigned representatives.

Governing Authority:

City of Petal
By: Hal Marx
Authorized Signature

Printed Name: Hal Marx

Title: Mayor
Date: 12/01/09

Contractor:

Cellular South, Inc.:

By: _____
Authorized Signature

Printed Name: Sherry Stegall

Title: Sr. Vice President

Date: _____

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Master Cellular Voice and Data Service and Equipment Agreement: Supplement for Governing Authorities

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Master Cellular Voice and Data Service and Equipment Agreement: Supplement for Governing Authorities

November 13, 2009

Melissa Martin
 City of Petal
 PO Box 564
 Petal, MS 39465-0564

Dear Mrs. Martin:

It is the time of year that we want to say "thank you" for allowing us to provide you with our software services for 2009. We appreciate you allowing us to partner with you to meet your software needs. Since May 13, 1982 we have remained dedicated to customer service and in the coming years will strive to meet and surpass our previous support. While we have all felt the economic problems, we sincerely hope you will continue software support, as this is a real bargain for most of our customers. Support provides protection for your organization through timely and accurate assistance. Retaining support alleviates stress on your employees and added expense to your business.

There is **NO INCREASE** in our annual software support cost in 2010. Our hourly software support rate will remain at \$150.00. You will see a decrease in our training charges. The 2010 charges will be \$75.00 per hour at your site and \$50.00 per hour our location in Flowood. Due to the overwhelming success of the "Acct-Consult" module, we have decided to make it standard. We know that by offering this service, we can be of more assistance to you. Experience has shown that calling your auditor each time a question arises is costly. If you decide against this module just line through it and subtract the amount. As in past years, travel will be charged based on the IRS current mileage allowance.

Your current software support agreement will expire December 31, 2009. Enclosed you will find the agreement and invoice. **Please assign a contact person, sign the agreement and process the invoice for payment.** Please insure all payments reach us before January 11, 2010 to prevent unnecessary billing. If you have any questions, please don't hesitate to give us a call. We appreciate your business and look forward to serving you in 2010.

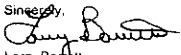
Sincerely,

 Larry Barlett
 President
 encl.

EXHIBIT "D"

Initial Maintenance & Support

Purchase of software includes 1 year of initial software maintenance support services. This period begins upon installation. During this time you are permitted unlimited modem support and toll-free telephone assistance. This does not include additional training and/or customized programming.

Extended Maintenance & Support

Software enhancements are provided at no additional charge. However, time and materials required to implement these enhancements will be chargeable. Any on-site support time will be charged at our current hourly rate. Mileage is chargeable on ALL on-site visits.

Upon expiration of the initial 1 year, extended maintenance and support per module is available at per module pricing.

Benefits:

- 1) Unlimited toll-free telephone assistance
- 2) Unlimited modem support
- 3) Free program enhancements
- 4) Free After Hours phone support

Current Rates:

Custom programming/Technical Assistance 150.00 per hour

Training:
 At Customer site 75.00 per hour
 At BBI, Inc 50.00 per hour

Mileage current allowable IRS rate

Lodging and Meals 170.00 per day

Contact Person: Melissa Martin

The maintenance services to be provided herein are subject to the attached terms and conditions.

BBI, Inc.
 By _____
 Title _____
 Date _____

City of Petal Kal Marx
 By _____
 Title Mayor
 Date 12-4-09

**SOFTWARE MAINTENANCE AGREEMENT
 TERMS AND CONDITIONS**

IN CONSIDERATION OF the terms and conditions of the Agreement and other goods and valuable consideration, the parties hereto agree as follows:

SOFTWARE OWNERSHIP.

CUSTOMER agrees that BBI, Inc. possesses exclusive title and ownership of the BBI, Inc. software.

- A. CUSTOMER agrees that CUSTOMER acquires neither ownership nor any other interest in the BBI, Inc. software, except for the right to use and possess the software in accordance with the terms and conditions of this agreement.
- B. CUSTOMER agrees that BBI, Inc. software including, but not limited to, systems designs, programs in source and/or object code format, applications, techniques, ideas, and/or know-how utilized and/or developed by BBI, Inc. are and shall remain the exclusive property of BBI, Inc. CUSTOMER agrees that the BBI, Inc. software consists of BBI, Inc.'s trade secrets. BBI, Inc. shall retain all copyrights in the BBI, Inc. software, whether published or unpublished.

PROPRIETARY INFORMATION.

- A. CUSTOMER may not sell, assign, transfer, disclose, or otherwise make available, either directly or indirectly, any object code, documentation or other material relating to the Software, in whole or in part, or any copy of the same in any form, to any other person or entity.
- B. CUSTOMER shall maintain the confidentiality of the Software and unless specifically authorized by BBI, Inc. or except for ordinary and necessary backup purposes CUSTOMER may not make or have made any copies of the Software or any part thereof. CUSTOMER shall include BBI, Inc.'s proprietary notice or other legend on any copies made by CUSTOMER as permitted hereunder.

SOFTWARE SUPPORT

BBI, Inc. shall provide CUSTOMER with software support for the BBI, Inc. Software specified on the invoice accompanying this Agreement.

ERROR CORRECTION

An error correction is defined as a change made to the BBI, Inc. Software so that the software functions in accordance with its specifications. As part of the maintenance services provided herein, BBI, Inc. shall provide reasonable systems analysis and programming services to correct errors.

ENHANCEMENTS

BBI, Inc. shall at its sole discretion make enhancements to the BBI, Inc. software. BBI, Inc. shall provide CUSTOMER these enhancements as and when they are made generally available. An enhancement as used in this Agreement is defined as an improvement to the Software, such as but not limited to adding a report, adding a function, or a new program.

- A. CUSTOMER acknowledges that the Enhancements may not be compatible with CUSTOMER'S particular hardware configuration or operating system. CUSTOMER acknowledges that additional hardware and software may be required at the CUSTOMER'S expense in order to utilize the Enhancements.
- B. CUSTOMER acknowledges that the Enhancements are provided as part of the maintenance services provided herein. CUSTOMER agrees to compensate BBI, Inc. for time and materials required to implement these Enhancements and any on-site support time at our current hourly rate.

UPDATES

An update is defined as a change made in the BBI, Inc. Software which is required in order for the software to function according to BBI, Inc.'s software specifications. Updates of the BBI, Inc. Software are provided to CUSTOMER as part of the maintenance services provided by this Agreement. Updates would include, but are not necessarily limited to the following:

- A. Installation of an error correction.
- B. Any change in the BBI, Inc. software that does not add a function.
- C. A change necessary because of legislative changes to CUSTOMER'S state statutes.

TELEPHONE SUPPORT

BBI, Inc. shall provide CUSTOMER toll-free telephone support for answering questions concerning use of BBI, Inc. software. This service shall be provided between the hours of 8:00 a.m. and 5:00 p.m. Central Standard Time, Monday through Friday, excluding holidays.

FEES AND PAYMENT

For the services provided herein, CUSTOMER agrees to pay the annual maintenance fee as specified in this Agreement in accordance with the following:

- A. Purchase of BBI, Inc. software includes 1 year maintenance from the time the Software is installed.
- B. If CUSTOMER fails to pay the maintenance fee when due, BBI, Inc. shall have the right in its sole discretion to suspend its performance or terminate this Agreement.
- C. If at any time during the maintenance period, the CUSTOMER'S account shall fall 45 days past due, BBI, Inc. shall have the right in its sole discretion to suspend its performance until account is brought current.

SUPPORT FOR CUSTOMERS NOT PARTICIPATING

If CUSTOMER elects not to participate in the BBI, Inc. Software Maintenance Agreement, CUSTOMER shall receive support on a time and materials basis in accordance with the following terms:

- A. Support telephone and modem calls and related work and/or expenses will be billed at BBI, Inc.'s current hourly rate with a one hour minimum.
- B. Updates and Enhancements shall be provided to CUSTOMER at CUSTOMER request. The fee for said Update and Enhancements shall be determined solely by BBI, Inc. at the time the request is made by CUSTOMER.
- C. If CUSTOMER elects not to have Updates and Enhancements to the BBI, Inc. software, BBI, Inc. shall not be responsible for its inability to support the BBI, Inc. software.

ADDITIONAL SERVICES

The services listed below are not included in the BBI, Inc. Software Maintenance Agreement. These services shall be provided at BBI, Inc.'s discretion and will be billed on a time and material basis at BBI, Inc.'s current rates.

- A. Changes in print programs.
- B. Software modification unique to particular CUSTOMER installation.
- C. Responding to problems caused by CUSTOMER'S personnel, including but not limited to operator errors.
- D. Providing operator training.
- E. Any other services performed by BBI, Inc. not otherwise specifically provided for in this Agreement.

CITY OF PETAL
MINUTE BOOK 30

ORDINANCE NUMBER 2005 (6-2)

EXHIBIT "E"

AN ORDINANCE TO REPEAL ORDINANCE 1991 (75), 2005 (6) AND 2005 (6-1)

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

SECTION I. ORDINANCE REPEALED

Ordinance 1991 (75) is hereby repealed including any and all amendments.

SECTION II.

That this Ordinance be and the same is hereby effective thirty (30) days 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 on 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 I of the foregoing Ordinance:

Alderman David Clayton
Alderman Tony Ducker
Alderman Willie Hinton
Alderman James Runnels
Alderman Steve Stringer

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 Tony Ducker
Alderman Willie Hinton
Alderman James Runnels
Alderman Steve Stringer


Those 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 1st day of December, A.D., 2009.


Hal Marx, Mayor

(SEAL)
ATTEST:


Melissa Martin, ~~City~~ City Clerk

CITY OF PETAL
MINUTE BOOK 30

ORDINANCE NUMBER 1974 (13-1)
EXHIBIT "F"
AN ORDINANCE TO REPEAL ORDINANCE 1974 (13)

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

SECTION I. ORDINANCE REPEALED

Ordinance 1974 (13) is hereby repealed.

SECTION II.

That this Ordinance be and the same is hereby effective thirty (30) days 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 on 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 I of the foregoing Ordinance:

Alderman David Clayton
Alderman Tony Ducker
Alderman Willie Hinton
Alderman James Runnels
Alderman Steve Stringer

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 Tony Ducker
Alderman Willie Hinton
Alderman James Runnels
Alderman Steve Stringer

Those 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 1st day of December, A.D., 2009.


Hal Marx, Mayor

(SEAL)
ATTEST:


Melissa Martin, ~~Secretary~~ City Clerk

1979(42A-???)

AN ORDINANCE AMENDING SECTION 6.113 OF ORDINANCE 1979(42)
AND REPEALING ORDINANCE 1979(42-A174) OF THE COMPREHENSIVE ZONING
REGULATIONS FOR
THE CITY OF PETAL, MISSISSIPPI

EXHIBIT "G"

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE

CITY OF PETAL, MISSISSIPPI:

SECTION I: Ordinance 1979 (42-A174) is hereby repealed, and the following article of Ordinance 1979(42) be amended as follows:

6.113 SINGLE MANUFACTURED HOMES OR MOBILE HOME
UNITS OR MODULAR HOME UNITS NOT IN MOBILE HOME PARKS

Manufactured homes, mobile home units or modular home units (hereinafter referred to as mobile homes) existing upon parcels of land outside of mobile home parks shall comply with the following regulation:

1. Mobile homes presently existing as a primary owner/occupied residence may continue as a non-conforming use, and may be sold or conveyed to another party, or replaced, provided the terms and conditions of this ordinance are met.
2. Any mobile homes presently existing as a primary owner/occupied residence lawfully existing upon parcels of land outside of mobile home parks inside the City of Petal on the date of the passage of this ordinance, may be sold or conveyed to another party, provided that if the mobile home is to remain in the same location then the parcel of property which the mobile home occupies must also be sold or conveyed at the same time and along with the mobile home, and provided that if the mobile home is to be moved from the existing property, it is not moved to another location inside the City of Petal, other than into an existing mobile home park in accordance with the existing ordinances of the City of Petal.
3. Any mobile home presently existing as a primary owner/occupied residence lawfully inside the City of Petal on the date of the passage of this ordinance may be replaced by a newer and improved mobile home, provided the following terms and conditions are met: Any such person desiring to replace an existing mobile home within the City of Petal may do so with the intent of upgrading or improving the existing mobile home, or with the intent of replacing a damaged or destroyed mobile home, provided a permit is obtained from the City Building Inspector prior to doing so. The applicant will provide at a minimum to the City Building Inspector the make, model, and year of manufacture of both the existing mobile home and the proposed replacement mobile home; the name and contact information of the person, persons, company, or companies who will be moving the mobile homes; and a written explanation of how the replaced mobile home will be disposed.
A Mobile Home Replacement Permit Application Fee of \$25.00 (twenty-five dollars) will be paid by the applicant to the City Building Department at the time of application. The City Building Inspector will make a determination as to whether or not the proposed replacement mobile home is indeed newer and in better condition than the existing mobile home, and shall either issue a mobile home replacement permit or deny the request within seven (7) days of receiving the application. The Mobile Home Replacement Permit will apply only to the specific make, model, and year of the mobile home listed as the replacement home on the application, and will expire after a period of thirty (30) days from its issuance.

In the event the City Building Inspector denies the permit application, the applicant will be notified in writing of the reason(s) for the denial. The applicant may appeal the matter before the Board of Aldermen within thirty (30) days of receiving written confirmation of the denial from the City Building Department.

4. During the replacement of the mobile home, under no circumstances will the mobile home to be replaced be allowed to remain on the property along with the replacement mobile home for a period of more than seven (7) days. Any such owner failing to have the replaced mobile home removed within the allotted period will be cited by the appropriate representative of the City Building Department and may be fined up to \$25.00 (twenty-five dollars) per each day of non-compliance upon conviction in Municipal Court.
If the replaced mobile home is still present on the property along with the replacement mobile home after a period of thirty (30) days, then the City of Petal, upon written notification to the owner, and upon posting of a notification on the front door of the replaced mobile home, may hold a hearing conducted by the Board of Aldermen to determine if the City of Petal should remove the replaced mobile home and attach a lien to the real property upon which the mobile homes are located for the amount of the costs associated with the removal and disposal of the replaced mobile home.

SECTION II. Ordinance No. 1979(42-A118) is repealed as to any provision inconsistent with this Amendment.

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

SECTION IV. That except as amended herein, Ordinance No. 1979(42), and all other amendments thereto, shall remain in full force and effect.

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

- Alderman David Clayton (AYE or NAY)
- Alderman Tony Ducker
- Alderman Willie Hinton
- Alderman James Runnels
- Alderman Steve Stringer

For passage, adoption and approval of the Ordinance, as a whole:

- Alderman David Clayton
- Alderman Tony Ducker
- Alderman Willie Hinton
- Alderman James Runnels
- Alderman Steve Stringer

The above and foregoing Ordinance, being duly adopted and approved, on this
the day of, A. D., 2009.

HAL MARX, MAYOR

(SEAL)

ATTEST:

Melissa Martin, CITY CLERK

DRAFT

Any person, firm, corporation, or organization violating the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction shall be fined not more than \$300.00 for each violation.

SECTION VII. EFFECTIVE DATE

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

SECTION VIII. CONSTITUTIONALITY PROVISION

If any part or provision of this Ordinance is found to be unlawful, or unconstitutional, it will not affect any of the remaining portions or provisions of this Ordinance.

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 as a whole, with the following results:

Those present and voting "AYE" and in favor of the passage, adoption, and approval of Section I through Section VIII of the foregoing Ordinance:

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

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

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

WHEREUPON the foregoing Ordinance be, and the same is hereby passed, adopted, and approved, on this the day of , A. D., 2010.

(SEAL)

HAL MARX, MAYOR

ATTEST:

Meissa Martin, CITY CLERK

DRAFT

AN ORDINANCE TO REPEAL ORDINANCE NUMBER 2007(8) AND TO ESTABLISH A PERMIT REQUIREMENT AND OTHER REGULATIONS OF GARAGE, CARPORT, YARD, OR RUMMAGE SALES WITHIN THE CITY LIMITS OF PETAL, MISSISSIPPI

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE

CITY OF PETAL, MISSISSIPPI:

SECTION I. ORDINANCE REPEALED

Ordinance 2007(8) is hereby repealed.

SECTION II. SALES PERMITTED UNDER CERTAIN CONDITIONS

Garage, carport, yard, rummage sales, or similar sales, will be permitted within the City of Petal, Mississippi, provided the terms and provisions of this Ordinance are met, in any city zoned commercial, rural fringe, low density residential, low to medium density residential, medium density residential, and high density residential.

SECTION III. APPLICATION FOR PERMIT

Any person, business, firm, or corporation desiring to carry on a garage, carport, yard, rummage sale, or similar sale, must be the occupant or legal owner of the property where the sale is held if the sale is to occur in a residential zone, or have written permission from the occupant, manager, or legal owner of the property where the sale is held if the sale is to occur in a commercial zone, and shall first make application for such privilege. Such permit when issued shall authorize the sale for a period not to exceed two consecutive days, and no sales shall be allowed on Sunday. No permit shall be valid for a period of more than two (2) weeks. The applicant in addition to such other information as the Tax Collector of the City of Petal may require, shall provide the following information:

- (1) Name;
- (2) Address of place of residence;
- (3) Address of sale, other than address of place of residence;
- (4) Phone number, and
- (5) Letter granting permission from the commercial business owner or manager if sale is to be held in a commercial zone.

SECTION IV. POST PERMIT IN A VISIBLE PLACE

Each permit shall be posted in a visible place at the site of the garage, carport, yard, rummage sale, or similar sale. Any officer of the law shall have the right to demand that any person exhibit the permit to him, and failure of the person to so exhibit the permit shall be prima facie evidence that the permit has not been procured.

SECTION V. ADDITIONAL SALES

No permit for a garage, carport, yard, rummage sale, or similar sale, shall be issued for any one location in the City of Petal nor to any one person, firm, corporation, or organization, regardless of the location, for more than one (1) such sale during any two (2) month period; or for more than four (4) such sales during any twelve (12) month period. The fee for a permit shall be a sum of \$5.00 for each permit. No garage, carport, yard, rummage sale, or similar sale shall start before 8:00 A.M.

ORDINANCE NO. 1979 (44-N)

CITY OF PETAL
MINUTE BOOK 30

AN ORDINANCE TO AMEND ORDINANCE NUMBER 1979 (44-M)
TO AMEND THE AMOUNTS TO BE CHARGED FOR COLLECTION
AND DISPOSAL OF GARBAGE, TRASH AND FOR RELATED PURPOSES

Those present and voting "NAY" or against the passage, adoption of said Ordinance,

EXHIBIT "I" Section by Section:

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

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

SECTION 1 of Ordinance 1979 (44-M) and other appropriate sections of the original
ordinance 1979 as amended, are amended to read as follows, to wit:

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

SECTION A. The following fees are established for the collection, removal,
and/or disposal of garbage and trash.

The above and foregoing Ordinance, having been approved, Section by Section, and then as
a whole, the same was duly adopted on this the 1st day of December, A. D., 2009.

a. For each residence within the City of Petal, the sum of sixteen dollars and no
.00 per month;

Hal Marx
HAL MARX, MAYOR

b. For apartment complexes of two or more units, the sum of sixteen dollars and
no cents (\$16.00) per apartment, per month;

(SEAL)

c. For all apartment complexes of two or more units not using city garbage
collection services, the sum of ten dollars and no cents (\$10.00) per apartment, per month
for trash collection services.

ATTEST:

Melissa Martin
MELISSA MARTIN, CITY CLERK

d. For mobile home parks the sum of sixteen dollars and no cents (\$16.00)
per mobile home unit, per month;

e. For all other garbage collection customers, the sum of twenty dollars and
no cents (\$20.00) per month provided a garbage pick up is not required to be made more than
once in any one week;

PUBLISH:

f. For other collection services, other than residential (home/apartments/mobile home
parks) such as businesses, small industries, or those requiring special handling, or more than one
collection per week, a fee is to be determined by application of Section 1-12 of Ordinance
1979 (44), as amended.

SECTION 2. That except as otherwise amended herein, Ordinance 1979 (44) and amendments A,
B, C, D, E, F, G, H, I, J, K, L AND M shall remain in full force and effect.

SECTION 3. This Ordinance shall be in full force and effect from and after January 1, 2010.

The above and foregoing Ordinance having been presented to the Mayor and Board of
Aldermen, first section by section, and then as a whole, the following were then taken:

Those present and voting "YEA" and in favor of the passage and adoption of said
Ordinance, Section by Section:

AN ORDINANCE AMENDING SECTION 14(A) AND SECTION 15 (B) OF ORDINANCE 1984(57) OF THE CITY OF PETAL, MISSISSIPPI, SO AS TO CHANGE THE CHARGES OF WATER AND SEWER USE WITHIN THE CITY OF PETAL, MISSISSIPPI, REPEALING PART OF SECTION 14(A) AND SECTION 15 (B) OF ORDINANCE NUMBER 1984(57) AND FOR RELATED PURPOSES

FLAT RATE ~~... ..~~ \$ 6.00

EXHIBIT "J"

SECTION 2. Section 15 (B) of Ordinance Number 1984 (57) as originally adopted and subsequently amended is hereby amended to read as follows, to wit:

SECTION 15 (B). Failure, neglect, or refusal to pay any water, sewer, or sanitation bill, on or before 15 days of the date of disconnecting notice shall subject the customer, consumer, or user to the loss and discontinuance of water, sewer and sanitation services, and supply of water, sewer, and sanitation services, without further notices. If any such water, sewer, or sanitation service or supply is lost or discontinued because of the nonpayment of any disconnection notice, on or before fifteen days of the date of the notice, the service and supply shall not be resumed until the bill or statement of charges is paid in full, by either cash or credit card, together with a reconnect fee in the amount of \$35.00, if within the corporate limits of the City of Petal, and \$45.00 if beyond the corporate limits of the City of Petal, said amounts being determined as a reasonable cost to be incurred by the municipality in causing service to be resumed. ~~No payments in the form of a personal or business check will be accepted for reconnection. Also, a 15% service fee will be assessed if payment is not made by the designated due date;~~

SECTION 3. All Ordinances in conflict herewith, be, and are hereby repealed.

SECTION 4. That this ordinance shall take effect and be in force (30) days from and after its' passage.

The above and foregoing ordinance having been reduced to writing, the same was read and voted upon, section by section, and then as a whole.

Those present and voting "YEA" and in favor of the passage, adoption and approval of Sections 1,2 & 3 of the foregoing ordinance:

Alderman
Alderman
Alderman
Alderman

Those present and voting "NAY" or against the passage, adoption and approval of Sections 1, 2, & 3 of the foregoing ordinance:

Alderman

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

Alderman
Alderman

BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

SECTION 1. Section 14(A) of Ordinance Number 1984(57) as originally adopted on May 17, 1984 is hereby amended to read as follows. To-wit:

SECTION 14: Schedule of rates.

(A). The following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water subject to minimum charges shown below:

RATE SCHEDULE

RESIDENTIAL

WATER

0-3,000 GALLONS \$12.00
FOR EACH ADDITIONAL \$ 3.00
1,000 GALLONS USED

SEWER

FLAT RATE OF \$22.00

COMMERCIAL

WATER

0-3,000 GALLONS \$12.00
4,000 GALLONS \$16.00
FOR EACH ADDITIONAL \$ 3.00
1,000 GALLONS USED

SEWER

0-3,000 GALLONS \$22.00
4,000 GALLONS \$22.75
FOR EACH ADDITIONAL \$ 2.50
1,000 GALLONS USED
(FORMULA USED IS 83% OF WATER CONSUMPTION FOR SEWER

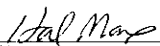
USAGE)

Alderman
Alderman

Those present and voting "NAY" or against the passage, adoption, and approval of the foregoing ordinance as a whole.

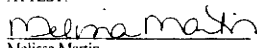
Alderman

WHEREFORE the foregoing ordinance was duly passed, adopted and approved on this the 1st day of December A.D., 2009.


Hal Marx
Mayor

(SEAL)

ATTEST:


Melissa Martin
City Clerk