

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 FEBRUARY 17, 2009 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	CARL L SCOTT
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS	HAL MARX CHAD YOUNG DALE NUTTING EL/GAIL PORTER FRANK/ANNE CLARKE CARL JOHNSTON PENNY LUCKEL DEBORAH REYNOLDS BOB/TINA BYRD OFFICER TIMOTHY LOCKE ASST CHIEF LEONARD FULLER BEN PIPER ANTHONY MCCULLUM AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY ANTHONY MCCULLUM.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

- IX. GENERAL BUSINESS
- 4. OMIT

THREERUPON, 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 FEBRUARY 3, 2009 AND THE EXECUTIVE SESSION OF FEBRUARY 3, 2009.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ADOPT THE MINUTES OF THE REGULAR MEETING OF FEBRUARY 3, 2009 AND THE EXECUTIVE SESSION OF FEBRUARY 3, 2009. 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 CALLED FOR PUBLIC COMMENT. THERE WAS NONE.

THEREUPON, ROBERT BYRD ADDRESSED THE MAYOR AND BOARD OF ALDERMEN ABOUT THE RENTAL HOUSE HE HAS AT 306 W 7TH AVENUE. HE STATED THAT HE HAS TRIED TO RENT IT BUT DUE TO THE NEIGHBORS HAVING FOUR PIT BULLS, HE CANNOT. MR BYRD WOULD LIKE FOR THE MAYOR AND BOARD OF ALDERMEN TO LOOK INTO THE ANIMAL ORDINANCE AND CHANGE IT SO RESIDENTS THAT LIVE INSIDE THE CITY LIMITS CANNOT HAVE VISCIOUS ANIMALS. HE IS SCARED THAT THEY WILL GET OUT AND ATTACK HIS OCCUPANTS.

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO APPOINT WILLIAM WHEAT TO THE PETAL SEPARATE SCHOOL BOARD TO REPLACE DR CHUCK HARRELL.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO APPOINT WILLIAM WHEAT TO THE PETAL SEPARATE SCHOOL BOARD TO REPLACE DR. CHUCK HARRELL UNTIL MARCH 2014. 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 APPOINT PATRICK MCGHEE TO THE PLANNING COMMISSION TO REPLACE JAMES WALLACE.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO APPOINT PATRICK MCGHEE TO THE PLANNING COMMISSION TO REPLACE JAMES WALLACE FOR A TERM UNTIL JULY 2012. 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 REQUESTED THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY TOMMY WATKINS AT 203 AZALEA ON WHICH THE HEARING WAS HELD DECEMBER 8, 2008 AT 5:00 P.M.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION FINDING THAT THE PROPERTY IS IN A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND THAT THE STREET DEPARTMENT NEEDS TO REMOVE THE STRUCTURE AND CLEAN THE PROPERTY BY EXERCISING ITS RIGHT UNDER THE "CLEANING OF PRIVATE PROPERTY" SECTION OF THE MISSISSIPPI CODE 21-19-11 AND SHALL BECOME AN ASSESSEMENT AGAINST THE PROPERTY. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT REQUESTED THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY GEORGE J & MICHELLE CARTER AT 1 GRAYS CROSS ROADS ON WHICH THE HEARING WAS HELD DECEMBER 8, 2008 AT 5:00 P.M.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION FINDING THAT THE PROPERTY IS IN A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND THAT THE STREET DEPARTMENT NEEDS TO REMOVE THE STRUCTURE AND CLEAN THE PROPERTY BY EXERCISING ITS RIGHT UNDER THE "CLEANING OF PRIVATE PROPERTY" SECTION OF THE MISSISSIPPI CODE 21-19-11 AND SHALL BECOME AN ASSESSEMENT AGAINST THE PROPERTY. 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 ACCEPT THE PROPOSAL OF ECONOMY SUPPLY FOR BATHROOM PARTITIONS AT SENIOR CENTER AND DYSLEXIA SCHOOL IN THE AMOUNT OF \$3,447.60.

SEE EXHIBIT "A"

PROPOSAL

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ACCEPT THE PROPOSAL FROM ECONOMY SUPPLY FOR BATHROOM PARTITIONS AT SENIOR CENTER AND DYSLEXIA SCHOOL IN THE AMOUNT OF \$3,447.60. 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 LIST OF UNMARKED VEHICLES FOR THE POLICE DEPARTMENT.

SEE EXHIBIT "B"

UNMARKED CARS

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ACCEPT THE UNMARKED VEHICLE LIST FOR THE POLICE DEPARTMENT. 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 AUTHORIZE THE CHIEF OFFICIAL OF THE LPA (MAYOR SCOTT) TO REQUEST ACTIVATION OF THE CENTRAL AVENUE DRAINAGE PROJECT FROM THE MDOT AS OUTLINED IN THE LPA MANUAL FOR THE NECESSARY REPAIRS IN THE AMOUNT OF \$437,867.00.

SEE EXHIBIT "C"

AGREEMENT

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CHIEF OFFICIAL OF THE LPA (MAYOR SCOTT) TO REQUEST ACTIVATION OF THE CENTRAL AVENUE DRAINAGE PROJECT FROM THE MDOT AS OUTLINED IN THE LPA MANUAL FOR THE NECESSARY REPAIRS IN THE AMOUNT OF \$437,867.00. 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 PROOFS OF PUBLICATION:

- A. PUBLIC NOTICE BUILDING INSPECTOR
- B. PUBLIC NOTICE ALLEN FLYNT
- C. PUBLIC NOTICE CURRIE LAND
- D. ORDINANCE 1979(42-A352)

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE FOREGOING PROOFS OF PUBLICATION. 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 EXTEND THE BUILDING PERMIT FOR CHECKER HALL OF FAME , PENDING COMPARISON OF PROJECT NOW VERSUS PROJECT SUBMITTED.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO GIVE SIX MONTH EXTENSION ON THE BUILDING PERMIT ISSUED FOR CHECKER HALL OF FAME, 220 LYNN RAY ROAD, PENDING COMPARISON OF PROJECT NOW VERSUS PROJECT SUBMITTED. 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 RESIGNATION OF CODY HINTON AT THE CIVIC CENTER.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF CODY HINTON AT THE CIVIC CENTER EFFECTIVE JANUARY 30, 2009. 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 RESIGNATION OF ANDREW WEBER IN THE WATER DEPARTMENT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE RESIGNATION OF ANDREW WEBER IN THE WATER DEPARTMENT EFFECTIVE FEBRUARY 16, 2009.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF JANUARY 2009.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF JANUARY 2009. 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 BRYAN CRAVEN TO ATTEND A WORKSHOP IN JACKSON, MS MAY 8, 2009 FOR A COURSE WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY TO GET IN COMPLIANCE WITH THE UNDERGROUND STORAGE TANK SYSTEM AT THE CENTRAL FUELING STATION.

SEE EXHIBIT "D"

CERTIFICATION OF COMPLIANCE

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE BRYAN CRAVEN TO ATTEND WORKSHOP IN JACKSON, MS MAY 8, 2009 FOR A COURSE WITH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) FOR COMPLIANCE WITH THE UNDERGROUND STORAGE TANK SYSTEM AT THE CENTRAL FUELING STATION AND AUTHORIZE THE MAYOR TO SIGN AGREEMENT. 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 FOR SGT MATTHEW HIATT AND MELISSA HARVEY TO ATTEND THE 2009 LIFESAVER CONFERENCE IN NASHVILLE, TN MARCH 29-APRIL 1, 2009.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE SGT MATTHEW HIATT AND MELISSA HARVEY TO ATTEND THE 2009 LIFESAVERS CONFERENCE IN NASHVILLE, TN MARCH 29-APRIL 1, 2009 AND TO PAY THEIR EXPENSES. 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 OFFICER MICHAEL STEVENS TO ATTEND THE ADVANCED CRASH RECONSTRUCTION LEVEL 3 COURSE FEBRUARY 23-MARCH 6, 2009 IN PASCAGOULA, MS.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE OFFICER MICHAEL STEVENS TO ATTEND THE ADVANCED CRASH RECONSTRUCTION LEVEL 3 COURSE FEBRUARY 23-MARCH 6, 2009 IN PASCAGOULA, MS AND TO PAY HIS EXPENSES. 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 FOR DESMOND ESCOBAR AND T J BURKHALTER TO ATTEND PUMP OPERATIONS TRAINING AT THE MS STATE FIRE ACADEMY FEBRUARY 16-26, 2009.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE DESMOND ESCOBAR AND T J BURKHALTER TO ATTEND PUMP OPERATIONS TRAINING AT THE MS STATE FIRE ACADEMY FEBRUARY 16-26, 2009 AND TO PAY THEIR EXPENSES. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING A PART-TIME DISPATCHER FOR THE POLICE DEPARTMENT:

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME DISPATCHER IN THE POLICE DEPARTMENT.

IT IS HEREBY ORDERED THAT SAMATHA JEFFERSON BE HIRED AS A PART-TIME DISPATCHER IN THE POLICE DEPARTMENT AT A RATE OF \$6.96 PER HOUR EFFECTIVE FEBRUARY 27, 2009.

SO ORDERED ON THIS THE 17TH DAY OF FEBRUARY, 2009.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING A PART-TIME DISPATCHER FOR THE POLICE DEPARTMENT:

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME DISPATCHER IN THE POLICE DEPARTMENT.

IT IS HEREBY ORDERED THAT JAMIE ALLEN BE HIRED AS A PART-TIME DISPATCHER IN THE POLICE DEPARTMENT AT A RATE OF \$6.96 PER HOUR EFFECTIVE FEBRUARY 27, 2009.

SO ORDERED ON THIS THE 17TH DAY OF FEBRUARY, 2009.

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 THE FOLLOWING ORDER HIRING A POLICE OFFICER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE AN OFFICER IN THE POLICE DEPARTMENT.

IT IS HEREBY ORDERED THAT MICHAEL SPENCER CRAWFORD BE HIRED IN THE POLICE DEPARTMENT AS A 3RD CLASS PATROL OFFICER AT A RATE OF \$13.73 PER HOUR EFFECTIVE MARCH 4, 2009.

SO ORDERED ON THIS THE 17TH DAY OF FEBRUARY, 2009.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROCLAMATION.

SEE EXHIBIT "E"

PROCLAMATION
READ ACROSS AMERICA

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ADOPT THE FOREGOING PROCLAMATION. 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 REQUESTED AN EXECUTIVE SESSION TO DISCUSS PERSONNEL AND LEGAL MATTERS.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION TO DISCUSS PERSONNEL AND LEGAL MATTERS. 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 REOPENED THE MEETING.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION TO DISCUSS PERSONNEL AND LEGAL MATTERS. 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

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

WHEREAS, MAYOR SCOTT PRESENTED THE RESIGNATION OF OFFICER CHAD YOUNG IN THE
POLICE DEPARTMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF
OFFICER CHAD YOUNG IN THE POLICE DEPARTMENT EFFECTIVE FEBRUARY 17, 2009. ALDERMAN
FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER IN HIRING A POLICE OFFICER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT
NECESSARY TO HIRE A MOTOR-CYCLE OFFICER IN THE POLICE
DEPARTMENT.

IT IS HEREBY ORDERED THAT JAMES ERIC LIGHTSEY
BE HIRED IN THE POLICE DEPARTMENT AS A MOTOR-CYCLE
PATROL OFFICER AT A RATE OF \$14.70 PER HOUR WITH AN
ADDITIONAL \$1,000.00 YEARLY FOR MOTOR OFFICER EFFECTIVE
MARCH 4, 2009.

SO ORDERED ON THIS THE 17TH DAY OF FEBRUARY, 2009.

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 TO AMEND THE AGENDA WITH THE FOLLOWING CHANGES:

17. REQUEST TO ACCEPT INDUCEMENT AGREEMENT BETWEEN MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, COUNTY OF FORREST, MDA, AND ENTERPRISE PRODUCTS OPERATING COMPANY AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE AMENDMENT TO THE AGENDA WITH THE FOREGOING CHANGES. 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 ACCEPT THE INDUCEMENT AGREEMENT BETWEEN THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, COUNTY OF FORREST, MDA, AND ENTERPRISE PRODUCTS OPERATING COMPANY.

SEE EXHIBIT "F"

INDUCEMENT AGREEMENT
CITY OF PETAL
AND
ENTERPRISE PRODUCTS OPERATING CO

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF PETAL, COUNTY OF FORREST, MDA, AND ENTERPRISE PRODUCTS OPERATING CO. 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 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

THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN WAS ADJOURNED ON THIS THE 17TH DAY OF FEBRUARY, A.D., 2009.



CARL L SCOTT
MAYOR

(SEAL)

ATTEST



JEAN ISHEE
CITY CLERK

CITY OF PETAL MINUTE BOOK 29

FAX COVER SHEET

Economy Supply Company
P.O. Box 1128
200 Second Street
Hattiesburg, MS 39403-1128
801-562-1841
Fax: 801-644-8900

PO# 81033

EXHIBIT "A"

SEND TO	
Company name	From
City of Petal	Kevin Myrick, Jr.
Address	Date
Dave Carl Scott	2/12/09
City/Location	Office location
	Phone number
Fax number	

Urgent
 Reply ASAP
 Please comment
 Please review
 For your information

Total pages, including cover: _____

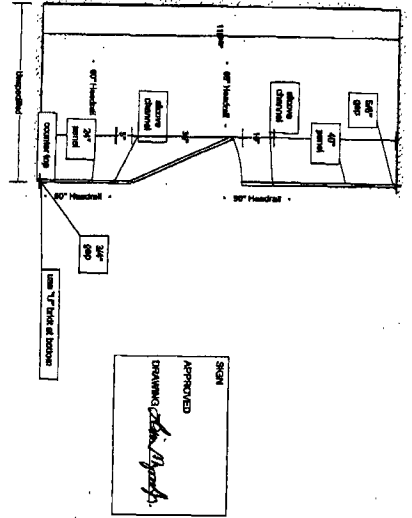
COMMENTS

File remains the same
Books on last opportunity
Do I need a P.O. #?

John Myrick

3447.60

HeadStart
 Project Title: Economy Supply Q136-8
 Drawing Title: minute book cover
 Drawn By: Johnson & Davidson Inc.
 Date Plotted: Feb 12, 2009
 www.headstart-hic.com



1. This drawing was prepared in accordance with the requirements of the contract.
 2. The user is responsible for providing the correct information.
 3. All dimensions are shown in millimeters.
 4. The user is responsible for providing the correct information.
 5. The user is responsible for providing the correct information.
 6. The user is responsible for providing the correct information.
 7. The user is responsible for providing the correct information.
 8. The user is responsible for providing the correct information.
 9. The user is responsible for providing the correct information.
 10. The user is responsible for providing the correct information.

CITY OF PETAL MINUTE BOOK 29

FAX COVER SHEET

Economy Supply Company
P.O. Box 1128
200 Second Street
Hattiesburg, MS 39403-1128
801-562-1841
Fax: 801-644-8900

PO# 81033

EXHIBIT "A"

SEND TO	
Company name	From
City of Petal	Kevin Myrick, Jr.
Address	Date
Dave Carl Scott	2/12/09
City/Location	Office location
	Phone number
Fax number	

Urgent
 Reply ASAP
 Please comment
 Please review
 For your information

Total pages, including cover: _____

COMMENTS

File remains the same
Books on last opportunity
Do I need a P.O. #?

John Myrick

3447.60

HeadStart
 Project Title: Economy Supply Q136-8
 Drawing Title: minute book cover
 Drawn By: Johnson & Davidson Inc.
 Date Plotted: Feb 12, 2009
 www.headstart-hic.com



1. This drawing was prepared in accordance with the requirements of the contract.
 2. The user is responsible for providing the correct information.
 3. All dimensions are shown in millimeters.
 4. The user is responsible for providing the correct information.
 5. The user is responsible for providing the correct information.
 6. The user is responsible for providing the correct information.
 7. The user is responsible for providing the correct information.
 8. The user is responsible for providing the correct information.
 9. The user is responsible for providing the correct information.
 10. The user is responsible for providing the correct information.

CITY OF PETAL
MINUTE BOOK 29

EXHIBIT "B"

UNMARKED VEHICLES

4 LED window lights
Center Console
Siren Box

Serial # 06479

2G1W555R379270515 2007 Chevrolet Impala 4dr. Black
center console
4 LED window lights
siren box
800 MHz car radio
Streamlight Flashlight

Serial # 06487

2G1W555R379273774 2007 Chevrolet Impala 4dr. Black
center console
3 LED window lights

Serial # 06480

2G1W555R379272714 2007 Chevrolet Impala 4dr. Black
center console
4 LED window lights
siren box
800 MHz car radio
Streamlight Flashlight

Serial # 464715

2G1W555R79274152 2007 Chevrolet Impala 4dr. Black
center console
4 LED blue window lights
siren box

Serial # 06481

2GCEC130871969185 2007 Blk 2 w/d Chev. 4 dr. 1500 Trk.
2 LED blue window lights
center stacking console
siren box
800 MHz car radio

Pool UNIT #10

966 867YCOQ286

1996 Honda
800 Radio GTX Motorola
Streamlight SL20X
Dash King
Motorola Radius M1225
Power Pack

1394

867YCOQ286

Sold 2/7/2009

1218

867YCOQ286

1995 NISSIAN MAXIMA
Streamlight SL20X
Galls Power Pack
Back deck light
Back deck light
Front deck light
GTX motorola 800 mtz radio

233394
13108
PHI23362
PHI23357
PHI06390
867YCOQ282

Shelburne UNIT #55

1GNFC130X7R271772 2007 CHEV. TAHOE BLACK
2 LED window lights
Siren Box
800 car radio
stacking center rack

Nohee UNIT #98

2GCEC130A71957481 2007 Blk 2 w/d Chev. 4 dr. 1500 Trk.
2 LED window blue lights
Siren Box
800 MHz car radio
stacking center rack
streamlight SL20X

Fulfer UNIT #99

2G1W555R279270515 2007 Chevrolet Impala 4dr. Black

Gay

UNIT #75

serial # 339271

Streamlight Flashlight

1GNFC13COTR350593 2007 Blk Chev Tahoe
4 LED window lights
siren box
streamlight SL20 XP LED

serial # 06716
serial # 464713

1FTPW14V38FA06619

2004 Silver Jeep Cherokee

2004 Silver Jeep Cherokee

Pool

UNIT #007

ST1A534
1LACX48SM4C12231

2004 Silver Jeep Cherokee

2004 Silver Jeep Cherokee

February 4, 2009

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

ATTN: Mayor Carl Scott

RE: Central Avenue Drainage

Dear Mayor Scott:

To activate the above referenced project as outlined in the latest LPA manual, the Board of Aldermen must spread on the minutes of a regularly scheduled Board meeting authorization for the LPA Chief Official (Mayor of the City of Petal) to request activation of the project. We are anticipating being able to utilize ER funds in the amount of \$437,867.00 to fund the project as shown in the attached DDIR. Upon approval of the Board of Aldermen, please forward my office a hard copy of the meeting minutes.

Should you have any questions and/or comments, please do not hesitate to contact me.

Sincerely,



John T. Weeks, P.E.
 Project Engineer

/mj

Enclosure

CITY OF PETAL
 MINUTE BOOK 29

EXHIBIT

DETAILED DAMAGE INSPECTION REPORT (Title 23, Federal-aid Highways)				Report Number 1-Petal
U.S. Department of Transportation Federal Highway Administration				Sheet 1 of 1
Location (Please use Road and Milepost) Central Ave. (Old Hwy #2) in Petal, side of roadway between Dollar General Store and (West Drive) to Cameron Dr.				FHWA District Number 460
Description of Damage Washing and deterioration of 800-900 LF of shoulder, slope, and ditch. Roadway is threatened at several locations. Concrete Drains undermined. Ditch Flowline lowered, precluding re-establishment of slopes. Need to establish adequate storm-drainage and fill in ditch.				Inspection Date 9/8/08
Federal-aid Route Number				State Miss. County Forrest
Cost Estimate				
Description of Work to Date (Equipment, Labor, and Materials)	Unit	Unit Price	Quantity	Cost
Remove existing ditches, pipe				Completed Remaining
Establish approx 900' of new side drain pipe, back-fill, re-establish ditches.				See attached →
Method				Subtotal PEICE
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input checked="" type="checkbox"/> Contract				388,710.
Emergency Repair Total				437,867.
Method				Subtotal PEICE
<input type="checkbox"/> Local Forces <input type="checkbox"/> State Forces <input type="checkbox"/> Contract				Right-of-Way Perm. Repair Total
Environmental Assessment Recommendation				Estimated Total
<input checked="" type="checkbox"/> Categorical Exclusion <input type="checkbox"/> EAVES				437,867.00
Recommendation <input checked="" type="checkbox"/> Eligible <input type="checkbox"/> Ineligible				Date 9/8/08
Concurrence <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Date 9-8-08
Concurrence <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				Date 9-8-08

EXHIBIT "D"



STATE OF MISSISSIPPI
HALEY BARBOUR
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
TALLOY D. FISHER, EXECUTIVE DIRECTOR

CERTIFIED MAIL
7 1490 0002 0670 2577

January 29, 2009

City of Petal
PO Box 564
Petal, MS 39465

Re: Notice of Violation

Facility ID #3479, Central Gas, 148 Central Avenue, Petal

Dear City of Petal:

On 12/10/2008, the underground storage tank (UST) system at the above referenced facility was inspected by Department of Environmental Quality (Department) personnel as authorized by Mississippi Code Annotated § 49-17-415 et seq. (1972, as amended). The inspection resulted in the assessment of the following citations:

- a. Failure to provide adequate release detection method/records for a UST system (280.40 - 280.45).
- b. There are one or more product lines that apparently have substandard cathodic protection.
- c. There are one or more tanks that apparently have substandard cathodic protection.

The first such citations received during a three year period are correctable by either of the following two options:

- (a) Correct the citations as soon as possible but no later than 4/29/2009, and pay a monetary penalty of \$1000.
- (b) Correct the citations as soon as possible but no later than 4/29/2009, and attend a Department sponsored compliance workshop. *5/12/09*

If you choose option "a", please contact us so that we may make the necessary arrangements. If you choose option "b", the workshop will be held at the Department's offices in Jackson, Mississippi. Our office is located at 700 North State Street. (map enclosed). The workshop will be held on 2/13/2009, beginning at 9:00 a.m. and ending at 1:00 p.m. The person attending the workshop must be in a responsible management position and must complete and pass an examination at the end of the workshop. Failure to correct the citations and/or successfully complete the workshop (score at least 70 on the exam) will result in the assessment of the monetary penalty.

After completion of the workshop, you will be given a 90-day grace period in which to ensure that every UST facility you own is in compliance. After the expiration of the grace period, every subsequent violation that you are cited for within three years of the issuance of this notice will be subject to penalty. This applies to every UST facility that you own. You may not re-attend a compliance workshop within this time period in order to avoid a monetary penalty.

Regardless of which option you choose to settle this matter, you must submit the enclosed Certification of Compliance and supporting documentation that the citations have been corrected. Examples of supporting documentation are paid invoices, work orders, testing records or may simply be a narrative explanation of actions taken that is signed by the tank owner. The Department may at its discretion re-inspect the facility in order to further document compliance.

The necessary corrective actions are:

- a. Documentation that adequate release detection has been provided for the piping system by the submittal of monthly monitoring well records.
- b. Documentation that adequate cathodic protection has been provided for the product lines.
- c. Documentation that a qualified person has determined the cause of the low cathodic protection reading and any necessary repairs and/or retesting have been completed.

If we do not receive the Certification of Compliance and supporting documentation by no later than 4/29/2009, formal enforcement action may be initiated which may include, but not be limited to, penalties of up to \$25,000 per day for every day the UST system is out of compliance. As of October 1, 2008, the Mississippi Department of Environmental Quality has the authority to designate UST systems as ineligible to receive product deliveries for good cause.

Should you have any questions or if I can be of any assistance, please do not hesitate to contact me at (601) 961-5052.

Sincerely,

Katie Blalack

Katie Blalack
UST Branch

encl: Map, Certification of Compliance

OFFICE OF POLLUTION CONTROL

Post Office Box 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.deq.state.ms.us
AN EQUAL OPPORTUNITY EMPLOYER



STATE OF MISSISSIPPI
HALEY BARBOUR
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
TALLOY D. FISHER, EXECUTIVE DIRECTOR

CERTIFICATION OF COMPLIANCE

Central Gas
148 Central Avenue
Petal, MS 39465
UST Facility I.D. # 3479

I CERTIFY UNDER PENALTY OF LAW THAT:

- 1. The underground storage tank facility referenced above has corrected the discrepancies specified in the correspondence dated January 29, 2009.
- 2. I have personally examined the documentation attached to this certification to establish that the discrepancies have been corrected and the information is true, accurate and complete.
- 3. I am aware that there are significant penalties for submitting false information, including the possibility of fines and/or imprisonment for knowing violations.

CARL L SCOTT, MAYOR CITY OF PETAL

Typed or printed name of registered tank owner
or authorized representative of the tank owner

Carl L Scott

Signature

February 29, 2009
Date

Return this completed form and supporting documentation to the address given below by no later than 4/29/2009.

OFFICE OF POLLUTION CONTROL

Post Office Box 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.deq.state.ms.us
AN EQUAL OPPORTUNITY EMPLOYER

EXHIBIT 'E'

**CITY OF PETAL
MISSISSIPPI
*PROCLAMATION***

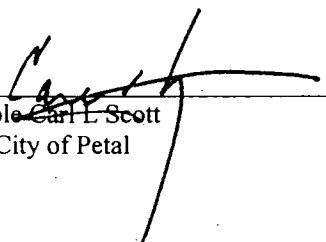
WHEREAS, the citizens of Petal stand firmly committed to promoting reading as the catalyst for our student's future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy, and

WHEREAS, the Petal School District and the Petal Parenting Center have provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well being and long term quality of life, and

WHEREAS, "NEA's Read Across America" a national celebration of Dr. Seuss's birthday, promotes reading and adult involvement in the education of our community's students.

THEREFORE BE IT RESOLVED that the Board of Aldermen and I, Carl L Scott, Mayor of Petal, call on the citizens of Petal to assure that every child is in a safe place reading together with a caring adult on February 27, 2009.

NOW BE IT FURTHER RESOLVED that this body enthusiastically endorses "NEA's Read Across America" and recommits our community to engage in programs and activities to make America's children the best readers in the world.



Honorable Carl L. Scott
Mayor, City of Petal

INDUCEMENT AGREEMENT

THIS Inducement Agreement ("Agreement") is made and entered into as of _____, 2009 by and among the following (collectively the "Parties"): Forrest County, Mississippi ("County"), acting by and through its Board of Supervisors ("Board"); the City of Petal, Mississippi, acting by and through its Mayor and Board of Aldermen ("City"); the Mississippi Development Authority ("MDA"), acting for and on behalf of the State of Mississippi ("State"); and Enterprise Products Operating Co., (together with its subsidiaries, designees, successors and assigns being the "Company").

EXHIBIT 'F'

WITNESSETH:

WHEREAS, the Company is a current corporate citizen of the City and County, operating through its subsidiaries Petal Gas Storage Company, LLC and Hattiesburg Gas Storage, LLC, 7 natural gas storage caverns and related facilities at the Petal Salt Dome, some of which are located within City boundaries and some being outside the City but all within the County, having a total true value in excess of \$125,000,000 and providing approximately 19 billion cubic feet of natural gas storage capacity for customers; and

WHEREAS, other Company subsidiaries, including Enterprise NGL Storage, are existing industries located at the Petal Salt Dome; and

WHEREAS, the Company and its subsidiaries presently employ 71 workers in the County with a payroll in excess of \$4,876,600/yr; and

WHEREAS, the Company has previously enjoyed the support of the County and City, including the granting of tax abatements to induce the development of gas storage facilities at the Petal Salt Dome in this highly competitive industry; and

WHEREAS, the Company has announced its desire to construct a series of three expansions to its facilities at the Petal Salt Dome, being Phase I, Phase II and Phase III (as hereinafter defined) (individually a "Phase" and jointly the "Expansion"); and

WHEREAS, each Phase of the Expansion would involve the construction of one or more underground natural gas storage caverns and related facilities such as natural gas compressors, water supply and salt water injection wells and pipelines, and pipelines to interconnect the storage facility with interstate natural gas pipelines in the County or nearby counties and the purchase of sizable Company owned Base Gas (as hereinafter defined); and

WHEREAS, although the final scope of the proposed Expansion has not yet been fully defined, the capital investment of each Phase of the Expansion is expected to exceed \$100 million and the total of all Phases is expected to be approximately \$325 million; and

WHEREAS, the Expansion would enhance economic and industrial development in the County, the City and in the State of Mississippi, both as a direct result of the construction and operation of expansions to a major gas storage facility and because the Expansion will create greater access to large supplies of natural gas and high quality storage, thereby potentially enhancing the ability of the County and City to recruit additional industries; and

WHEREAS, the proposed Expansion would involve a major capital investment in the County, with significant portions thereof in the City, which would provide substantial property tax revenue during the period of tax abatement and would provide even more substantial property tax revenues to the County, City and City schools during the expected decades of operation after the expiration of the property tax abatement; and

WHEREAS, the proposed Expansion would also create new employment in the form of numerous construction jobs and an estimated 10 to 20 full-time jobs; and

WHEREAS, the Expansion will add little or no strain on County or City infrastructure and City schools; and

WHEREAS, the Company has requested the County and City to support the Expansion and each Phase thereof by granting to each qualifying Phase of the Expansion a fee-in-lieu of all ad valorem taxation in the amount of one-third (1/3rd) of said taxes for a total period of ten (10) consecutive years (the "Term") including school district and community college taxes pursuant to Miss. Code Ann. Section 27-31-104 ("Fee-in-Lieu") and by otherwise supporting the Expansion, representing that these incentives will assist in making the Expansion economically viable and commercially competitive; and

WHEREAS, the Company and each Phase of the Expansion will be eligible for a negotiated Fee-in-Lieu if that Phase costs in excess of One Hundred Million Dollars (\$100,000,000.00) ("Minimum Capital Investment") in the State and since it otherwise satisfies the statutory requirements; and

WHEREAS, in order to induce and support the Company's development efforts County and City have expressed their desire to grant a Fee-in-Lieu to the Expansion; and

WHEREAS, the MDA, the County and the City have negotiated this Agreement as part of the inducements and incentives for the location of the Expansion in the County and State; and

WHEREAS, the MDA, with the participation and approval of the County and City has agreed to grant a Fee-in-Lieu to the Company for each Phase of the Expansion in the amount set forth below;

Need corrected
agreement



WHEREAS, the County and the City have also expressed their desire and commitment to grant alternate inducements for which each Phase may qualify for the maximum lawful term in the event one or more Phases fail to meet the threshold Minimum Capital Investment; and

WHEREAS, the Company and each Phase constitute an Eligible Business, as such term is defined in Sections 57-10-201 et seq. ("the Act"), and are therefore eligible for financing through the Mississippi Business Finance Corporation Industrial Development Revenue Bond Program; and

WHEREAS, pursuant to the provisions of the Act, the Project may pursue a Certificate of Public Convenience and Necessity from the MDA to utilize Industrial Development Revenue Bonds; and

WHEREAS, the County, the City and MDA desire to further support the development of the Project by agreeing to take those actions necessary to provide the benefits conferred under the Act to the Company and the Expansion.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing, the mutual covenants, promises and agreements contained in this Agreement, the Company's location of each Phase of the Expansion in the County and State and some portions of the Expansion in the City, the various economic benefits to be realized by the County, the City and State as a result of each Phase of the Expansion, and other good and valuable consideration, each to the other given, the receipt and sufficiency of all of which are both hereby expressly acknowledged, the Parties hereto, intending legally to be bound, do hereby mutually agree as follows:

Section 1. The Expansion. The Parties agree that the Expansion which is the subject of this Agreement is defined as follows:

(a) Covered Property Interests. As used in this Agreement, the terms "Expansion," "Phase I," "Phase II," and "Phase III" shall each include all real property, real property improvements, personal property and all property interests which are directly or indirectly involved in the storage of natural gas, the construction and operation of a storage facility and the transportation of gas between the storage facility or facilities and existing natural gas pipelines including, but not limited to, underground caverns, piping, wellheads, control room(s), office building(s), compressors, leaching equipment, natural gas used for operational purposes ("Pad Gas" or "Base Gas"), all pipelines directly involved in the Expansion and each Phase thereof as well as pipelines, meter stations, compressor facilities to facilitate transportation of additional gas volumes, and other facilities interconnecting the storage facilities with existing natural gas pipelines in the County or other Mississippi counties, water supply and

brine disposal wells, pumps, water pipelines and related facilities, and all property interests involved in, supporting or related to the Company's storage operations, including ownership or leasehold interests in the surface and mineral estate, salt, easements, roads and rights of way benefiting the Expansion and each Phase (collectively, the "Covered Property Interests"). Each of the Covered Property Interests described above shall be included as part of the Expansion and the respective Phase thereof, whether located in the County or other counties within the State of Mississippi. Covered Property Interests shall also include spare parts and equipment.

(b) Phase I. As used in this Agreement, the term "Phase I" shall mean all Covered Property Interests with an anticipated Substantial Completion Date (as defined in Section 4(d)(i) below) prior to June 1, 2009, including the following facilities:

- (i) Storage Cavern #10 – the conversion of a previous NGL storage cavern located in NW 1/4 SW 1/4 Section 25, T 5-N, R 13-W, to natural gas storage;
- (ii) Storage Cavern #8 – a new natural gas storage cavern located in Section 26, T-5-N, R 13-W;
- (iii) Company owned Base Gas for Storage Caverns #8 and #10;
- (iv) Compressor #3 – a new natural gas compressor supporting storage Cavern #8; and
- (v) Pipeline interconnects – new interconnection with existing natural gas pipelines.

The total capital investment of all of the Covered Property Interests comprising Phase I is expected to exceed the Minimum Capital Investment of \$100 million, inclusive of the value of Company owned Base Gas. Substantial Completion (as hereinafter defined) of all components of Phase I is expected prior to June 1, 2009, although the benefits of this Agreement will still apply and be provided if Substantial Completion occurs in another year.

(c) Phase II. As used in this Agreement, the term "Phase II" shall mean all Covered Property Interests (other than those included in Phase I) with an anticipated Substantial Completion Date (as defined in Section 4(d)(i) below) prior to January 1, 2011, including the following facilities:

- (i) Cavern #1 – a new natural gas storage cavern to be located on Company property;
- (ii) Company owned Base Gas for Storage Cavern #1;
- (iii) Compressor #3 expansion – the expansion of Compressor #3 to serve Cavern #1, and
- (iv) Pipeline interconnect – new interconnection with existing natural gas pipelines.

EXHIBIT "F"

The total capital investment of all of the Covered Property Interests comprising Phase II is expected to exceed the Minimum Capital Investment of \$100 million, inclusive of the value of Company owned Base Gas. Substantial Completion (as hereinafter defined) of all components of Phase II is expected prior to January 1, 2011, although the benefits of this agreement will still apply and be provided if Substantial Completion occurs in another year.

(d) Phase III. As used in this Agreement, the term "Phase III" shall mean all Covered Property Interests (other than those which are part of Phase I and II) with an anticipated Substantial Completion Date (as defined in Section 4(d)(i) below) prior to January 1, 2013 including the following facilities:

- (i) Cavern #2 – a new natural gas storage cavern located in the on Company property;
- (ii) Company owned Base Gas for Storage Cavern #2; and
- (iii) Pipeline compressor – a new compressor station to be located along the Company's existing natural gas pipeline to Enterprise, Mississippi. This compressor is expected to be located outside the City and County.

The total capital investment of all of the Covered Property Interests comprising Phase III is expected to exceed the Minimum Capital Investment of \$100 million, inclusive of the value of Company owned Base Gas. Substantial Completion (as hereinafter defined) of all components of Phase III is expected prior to January 1, 2013, although the benefits of this agreement will still apply and be provided if Substantial Completion occurs in another year.

(a) The Company agrees to pursue development of the Expansion with reasonable diligence, subject to obtaining all of the necessary regulatory permits and approvals, securing sufficient storage contracts to make the Expansion viable, obtaining all financial and other necessary commitments deemed necessary by the Company, and making all relevant engineering, economic and other determinations deemed necessary by the Company. The Company shall not be obligated to pursue development of the Expansion if it determines, in its sole discretion, that the Expansion will not be economically viable, and, in such case, the company will have no obligation to make any payment hereunder, specifically including any payment under paragraphs below. However, if the Company completes Phase I, it shall make the contribution described in paragraph 9 below.

(b) The MDA, the County and the City agree that, upon satisfaction of the Minimum Capital Investment of each Phase in the State, the Company and each Phase of the Expansion will individually be eligible for a Fee-in-Lieu.

(c) The MDA hereby consents to and approves the agreement of the County and City to grant to the Company and each Phase of the Expansion a Fee-in-Lieu as set forth in Section 4 of this Agreement, and the County and City, pursuant to resolutions duly approved and adopted in the form and manner required by law approving this Agreement, hereby contract for and grant a Fee-in-Lieu to the Company on each Phase of the Expansion in the Fee-in-Lieu Amount for the Term, as more particularly described in Section 4(d) below.

(d) The County, the City, the Tax Assessor, the Tax Collector and the Company agree that the Taxes otherwise applicable to the Expansion are to be determined in accordance with Section 7 below.

Section 3. Warranty and Certificate. The Company warrants that the aggregate capitalizable costs (determined under generally accepted accounting principles applicable to the Company) incurred with respect to each Phase of the Expansion in the State (excluding soft costs applicable to the Expansion) will exceed the Minimum Capital Investment, as required by Section 27-31-104 for a Fee-in-Lieu to be authorized, prior to the Substantial Completion Date of each Phase, as defined in Section 4(d)(i) below, and agrees that, upon satisfaction of the

Minimum Capital Investment for each Phase, it will provide a certificate to that effect, duly executed by an officer of the Company, to the County, the City and MDA. The form of certificate is attached hereto as Exhibit "A."

Section 4. Fee-in-Lieu. The County and City hereby grant to the Company and to each Phase of the Expansion a Fee-in-Lieu as set forth herein, subject to the Phase in question meeting the Minimum Capital Investment.

(a) Amount. For each year of the Term (as defined in Section 4(d) below), and for each of Phase I, Phase II and Phase III the Fee-in-Lieu amount shall be equal to, and not less than, one-third (1/3rd) of all ad valorem taxes otherwise annually due and payable on that Phase (including all Covered Property Interests comprising that Phase) which shall include all county taxes, city taxes, school taxes (including both local school and community college taxes) and all other ad valorem taxes, including those levied under Section 27-39-329 (the "Taxes").

(b) Apportionment. The Parties agree that the Fee-in-Lieu payment made annually by the Company for each Phase shall be apportioned among the County, the City and the relevant school districts (including the Petal School District and the Community College District) (jointly the "District") as follows:

- (i) The portion of the Fee-in-Lieu Amount which shall be annually apportioned to each District shall be equal to that District's pro rata share of the annual Fee-in-Lieu Amount based upon the proportion of the annual Fee-in-Lieu Amount that the annual millage imposed for the District by the County bears to the total annual millage imposed for both the District's and all other purposes; and
- (ii) The amount of the annual Fee-in-Lieu payment which shall be apportioned to the County and City shall be equal to the balance of the annual Fee-in-Lieu payment remaining after allocation of the District's annual portion thereof.

(c) Coverage. The Fee-in-Lieu for each Phase of the Expansion shall be in lieu of all Taxes, including school taxes and community college taxes, which would otherwise be imposed on that Phase, including all Covered Property Interests comprising that Phase, with said Fee-in-Lieu to remain in effect for the entire Term, in the manner allowed by law, commencing in accordance with Section 4(d).

(d) Term. The Fee-in-Lieu applicable to each Phase shall have a separate Term of ten (10) consecutive years and which shall be calculated as set forth below:

- (i) The term for each Phase of The Expansion shall commence on January 1 of the first tax year after which both of the events listed below have occurred (collectively, the "First Assessment Date"):
 - (A) The date when that Phase of the Expansion is substantially complete, as evidenced by the commencement of commercial operations for that Phase, which shall be the date on which all of the following have occurred: (a) construction of all components of the Phase is substantially completed, (b) the injection of customer gas into the storage cavern(s) has commenced, and (c) storage operations in each cavern have begun (the "Substantial Completion Date"). (The injection of Company-owned Pad Gas or Base Gas is not the injection of customer gas and does not initiate commercial operations); and
 - (B) The Company has then satisfied the Minimum Capital Investment for that Phase.
- (ii) If not all components of a Phase are substantially complete in the same tax year, then the Substantial Completion Date applicable to that Phase may, at the election of the Company, be delayed until all components are substantially complete. If the Substantial Completion Date is delayed, the Company will pay full ad valorem taxes on those components which were substantially complete in prior years up until the time the Term begins.
- (iii) The Term of the Fee-in-Lieu for Phase I shall be ten (10) years, beginning with the First Assessment Date for Phase I, which shall be the first assessment date after the Phase I Substantial Completion Date and after which Phase I has met the Minimum Capital Investment. The First Assessment Date for Phase I is expected to be June 1, 2009, but if the Phase I Substantial Completion Date is delayed, the Phase I First Assessment Date shall be a subsequent January 1 upon which both of the above criteria are met.

EXHIBIT "F"

(iv) The Term of the Fee-in-Lieu for Phase II shall be ten (10) years, beginning with the First Assessment Date for Phase II, which shall be the first assessment date after the Phase II Substantial Completion Date and after which Phase II has met the Minimum Capital Investment. The First Assessment Date for Phase II is expected to be January 1, 2011, but if the Phase II Substantial Completion Date is delayed, the Phase II First Assessment Date shall be a subsequent January 1 upon which both of the above criteria are met.

(v) The Term of the Fee-in-Lieu for Phase III shall be ten (10) years, beginning with the First Assessment Date for Phase III, which shall be the first assessment date after the Phase III Substantial Completion Date and after which Phase III has met the Minimum Capital Investment. The First Assessment Date for Phase III is expected to be January 1, 2013, but if the Phase III Substantial Completion Date is delayed, the Phase III First Assessment Date shall be a subsequent January 1 upon which both of the above criteria are met.

(vi) No individual piece of property will be permitted to receive Fee-in-Lieu benefits for more than ten (10) years.

(e) Millage Changes. If the aggregate County, City and District millage rate is increased or decreased and such increase or decrease is applicable generally to all taxpayers within the jurisdiction, then the higher or lower aggregate millage will be used to calculate the ad valorem taxes otherwise payable and the Fee-in-Lieu amount which is one-third (1/3rd) of said taxes.

(f) Law Requirements. The Parties agree that the Fee-in-Lieu shall always meet the minimum requirements of State law as provided in Section 27-31-104; provided, however, the Fee-in-Lieu Amount shall not be less than one-third (1/3rd) of the then-current total Taxes in effect and otherwise due from time-to-time.

(g) Approvals. The MDA hereby gives its approval to the terms and provisions of the Fee-in-Lieu.

(h) Additional Approval. If any Covered Property Interest included in a Phase is located outside the County, then the Fee-in-Lieu benefits herein conferred shall be granted to that property interest only upon

9

personal property and real property improvements comprising that Phase have been placed on the tax rolls, the County and City agree to grant an exemption under Section 27-31-101 and to approve and give their consent to an exemption under Section 57-10-255 or Section 57-3-33.

(c) The County and City agree to approve and implement the exemptions provided for in this Section 6 upon the request of the Company and, to the extent necessary, upon submission by the Company of a proper application and approval thereof of all required authorities (such as the Mississippi State Tax Commission). Upon request of the Company, the County and City consent to the implementation of these exemptions in certain years in combination with a Fee in Lieu in other years, with the combined total of all such exemptions and abatements not to exceed ten (10) years, so that the Company can maximize the property tax benefits the Expansion will receive.

Section 7. Additional Undertakings. As additional inducement to the Company,

(a) The County and City agree to support and cooperate with the Company in the development of the Expansion, including acting expeditiously on permit or other applications made by the Company, and granting easements required for the Company or its designees to the extent allowed by law and to the extent that the County owns rights which are suitable and available. The County or City agrees to execute any additional agreements which may be necessary to fully implement the provisions of this Agreement.

(b) The County and City approve the Expansion and concur with the actions of the Mississippi Business Finance Corporation in financing the Expansion with Industrial Development Revenue Bonds. The County and City agrees to pass any resolutions or take any lawful actions necessary to support the issuance of bonds by the Mississippi Business Finance Corporation or to confer the benefits provided thereby.

Section 8. Community Support. The Company agrees as follows:

(a) The Company will make a contribution of up to \$200,000.00 to defray all or a portion of the cost of a fire truck to be purchased by the Petal Fire Department, unless the Parties agree to utilize the funds in another reasonably beneficial manner. The contribution will be paid to the City as the City incurs the costs related to the fire truck and upon

11

ratification of this Agreement by the county (and if applicable, city) in which said property is located.

Section 5. Tax Benefits if any Phase is under \$100 million

If, by January 1 following the Substantial Completion Date of any Phase, the Company has determined that the capital investment in that Phase is less than \$100 million, then this Section 5 shall apply to that Phase (and none of the provisions of Section 4 shall apply to that Phase):

(a) Upon receipt of a timely and completed application, the appropriate governing authorities of the County and City will grant ad valorem tax exemptions to the Company and the Phase for ten (10) years, pursuant to Section 27-31-101.

(b) The tax exemption granted under this Section 5 shall apply to all eligible property included in the Phase which is located in the County and, as appropriate, the City, but shall not include an exemption from school taxes and taxes assessed pursuant to Section 27-39-329.

(c) The exemption provided herein shall coincide with the first ten years of full ad valorem taxation of the Phase. The exemption provided herein will commence on the same January 1 lien date as full ad valorem taxes on that Phase and will continue for a total term of ten (10) years.

Section 6. Additional and/or substitute tax benefits

It is the intention of the County and City that each Phase of the Expansion will receive the maximum ad valorem tax benefits for the maximum term allowed by law. Consequently, they agree to approve and grant additional and/or substitute exemptions as follows:

(a) If the capital investment in a particular Phase of the Expansion is under \$100 million but is at least \$25 million, the County and City agree to grant an exemption for ten (10) years under Section 27-31-101 and, if the Company has utilized bond financing through the State under the Act, the County and City approve and give their consent to an ad valorem tax exemption for ten (10) years, under Section 57-10-255 or Section 57-3-33.

(b) If the capital investment in a particular Phase of the Expansion is \$100 million or greater, but, for any reason, is determined not to qualify for a Fee in Lieu during any of the first ten (10) tax years after the

10

presentation of appropriate evidence of payment.

(b) The Company will reimburse the County and City for damages to County roads and City streets caused by overweight vehicles involved in Expansion construction.

Section 9. Miscellaneous.

(1) Amendments. Any amendments to this Agreement shall be in writing and signed by all Parties who are affected by such amendment or their respective successors and assigns.

(2) Applicable Law. This Agreement shall be governed by the laws of the State of Mississippi notwithstanding the fact that one or more of the Parties to this Agreement may be or become a resident or a citizen of, or be or become domiciled in, a different state.

(3) Assignment and Other Ownership Changes. The Parties agree that the benefits of this Agreement are granted to the Expansion and to each owner of taxable Covered Property Interests comprising the Expansion. The County, the City and MDA also consent, without any requirement of further approval, to the Company's assignment, in whole or in part, of its ownership rights in the Expansion and/or this Agreement and the rights and duties thereunder. Upon sale or assignment, the Parties agree that the tax benefits granted herein shall inure to the benefit of the Company's successors and assigns which may lawfully receive the benefits hereunder. The Company agrees to give notice of any such assignment. This Agreement shall be binding upon the Parties, their respective assigns and successors in title, and to any owner of the Expansion which benefits from this Agreement.

(4) Counterparts. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

(5) Headings. The use of captions and headings in this Agreement are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

(6) Gender Number. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine,

12

feminine and neuter, and the number of all words herein shall include the singular and plural.

(7) Entire Agreement. This Agreement constitutes the essential terms of the agreement between the Parties for the purposes stated herein, and no other offers, agreements, understandings, warranties, or representations exist between the Parties with respect to the subject matter hereof.

(8) Statutory References. Unless otherwise specifically indicated herein to the contrary, all references herein to statutory sections refer to the Mississippi Code Annotated of 1972, as amended.

(9) Severability. If any clause, provision or section of this Agreement be held illegal or invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

(10) Authority. The Parties hereto recognize, acknowledge, and agree that the agreements contained herein have been the subject of arm's length negotiations between the Parties, and each of the Parties recognizes, acknowledges, represents, and warrants that, to the best of their knowledge and to the extent permissible under applicable State law, the obligations set forth herein are the valid and legally and mutually binding reciprocal obligations of such Party, enforceable in a court of competent jurisdiction against such respective Party in accordance with the terms hereof. Each of the Parties and each of the officers or officials thereof represents and warrants that the terms and provisions of this Agreement applicable to, and his or her execution of this Agreement in the name of and on behalf of, such Party has been authorized and approved, as required by law, by any and all necessary actions of the applicable Board, board of directors, or other appropriate governing body of the Party and that such officer or official has been duly authorized by such Party to execute this Agreement on behalf of and in the name of such Party.

CITY OF PETAL
MINUTE BOOK 29

EXHIBIT "F"

(11) Notices. Any notices under this Agreement shall be ~~deposited~~ ^{mailed} and shall be addressed as follows:

Forrest County, Mississippi
P. O. Box 1310
Hattiesburg, MS 39401
Fax: 601-545-6014
Attn: Chancery Clerk

City of Petal, Mississippi
119 W. 8th Avenue
Petal, Mississippi 39465
Fax: 601-545-6685
Attn: City Clerk

Mississippi Development Authority
P. O. Box 849
Jackson, Mississippi 39205
Attn: Executive Director

Enterprise Products Operating Co. or its subsidiaries:

If to the Company relating to the assessment, calculation or payment of taxes or Fee-in-Lieu payments provided for in this Agreement:

EPCO, Inc.
2727 North Loop West
Houston, Texas 77008
Fax: 713-803-1389
Attn: Al Noor, Property Tax Manager

If to the Company relating to any other matter under this Agreement:

EPCO, Inc.
P. O. Box 4324
Houston, Texas 77210-4324
Fax: 713-803-2674
Attn: JoAnn Russell, Assistant General Counsel

(remainder of page intentionally left blank)

EXECUTION

IN WITNESS WHEREOF, the undersigned individuals, acting in their indicated official capacity, have executed this Agreement on behalf of and in the name of the Parties on the dates set forth opposite their respective names, having first been duly authorized by such Parties so to do.

FORREST COUNTY, MISSISSIPPI

Date: _____

BY: _____
President, Forrest County Board of Supervisors

Attest:

Clerk of the Board

Date: Feb. 17, 2009

CITY OF PETAL, MISSISSIPPI

BY: _____
Mayor

Attest:

City Clerk

MISSISSIPPI DEVELOPMENT
AUTHORITY, acting for and on behalf of
the State of Mississippi

Date: _____

BY: _____
Executive Director

ENTERPRISE PRODUCTS OPERATING
CO.

Date: _____

BY: _____
Its: _____