PAGE 185

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON MARCH 15, 1994 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	RAYMOND C. BRANDLE WILLIAM H. CAMPBELL REUBEN CLEPPER BOBBY W. RUNNELS LEROY SCOTT

OTHERS PRESENT

FIRE CHIEF AUBRA EVANS CHIEF WAYNE MURPHY

3.99%

5.351%

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

THE INVOCATION WAS OFFERED BY W. H. CAMPBELL.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN CAMPBELL MADE A MOTION THAT THE MINUTES OF MARCH 1, 1994 OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN BE ACCEPTED AS WRITTEN. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT, BUT THERE WAS NONE.

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR THE NEGOTIABLE NOTES IN THE AMOUNT OF \$125,000.

### SEE EXHIBIT "A"

BANK OF	MISSISS	I PP I
P O BOX	1231	
HATTIES	BURG, MS.	39401

SUNBURST BANK 202 WEST CENTRAL AVENUE PETAL, MISSISSIPPI 39465-2016

TRUSTMARK NATIONAL BANK4.95%P 0 BOX 10714.95%HATTIESBURG, MS. 39403-1071

DEPOSIT GUARANTY NATIONAL BANK 4.39% P O BOX 1200 JACKSON, MISSISSIPPI 39215-1200

PAGE 186

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT THE BANK OF MISSISSIPPI'S LOW BID OF 3.99% FOR THE \$125,000 NEGOTIABLE NOTES. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING QUOTATIONS FOR THE PURCHASE OF VARIOUS PIECES OF FIRE EQUIPMENT.

SEE EXHIBIT "B"

DAVID'S FIRE EQUIPMENT 6613 JOHN HARDEN CABOT, ARKANSAS 72023

NORTH ALABAMA FIRE EQUIPMENT (NAFECO)

DAY FIRE EQUIPMENT, INC. P 0 BOX 41 CLARKSDALE, MS. 38614

TUPELO FIRE EQUIPMENT, INC. 2813 CLIFF GOOKIN BLVD. TUPELO, MISSISSIPPI 38801

FERRARA FIREFIGHTING EQUIPMENT, INC. 9911 MAMOTH AVE. BARON ROUGE, LA. 70814

SUNBELT FIRE APPARATUS 8111 MCGOWIN DRIVE FAIRHOPE, ALABAMA 36532

RECAP OF BIDS

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PURCHASE THE EQUIPMENT FROM THE LOWEST QUOTATION FOR EACH TYPE OF EQUIPMENT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROCLAMATION RECOGNIZING APRIL AS NATIONAL CHILD ABUSE PREVENTION MONTH.

PROCLAMATION

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE FOREGOING PROCLAMATION SETTING APRIL AS NATIONAL CHILD ABUSE PREVENTION MONTH. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

### NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOFS OF PUBLICATIONS TO THE BOARD:

A) NOTICE TO BIDDERS - \$125,000. NEGOTIABLE NOTE B) AUDIT COMPLETION BY WRIGHT, KING AND COMPANY, P.A.

C) PUBLIC NOTICE - VARIANCE- NELL WHEAT

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING INTERLOCAL AGREEMENT BETWEEN THE PETAL FIRE DEPARTMENT RESCUE UNIT AND AAA AMBULANCE SERVICE.

### SEE EXHIBIT "C"

### INTERLOCAL AGREEMENT

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE REVENUES AND EXPENDITURES REPORT FOR THE MONTH OF FEBRUARY TO THE BOARD.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT THE REVENUES AND EXPENDITURES REPORT FOR THE MONTH OF FEBRUARY. ALDERMAN CAMPBELL SECONDED THE MOTION.

### THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A TRAVEL REQUEST FROM CHIEF WAYNE MURPHY TO ATTEND THE MISSISSIPPI POLICE CHIEF'S ASSOCIATION SEMINAR APRIL 12-13, 1994 IN BILOXI, MS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE CHIEF TO ATTEND THE MS. POLICE CHIEF'S ASSOCIATION SEMINAR APRIL 12-13, 1994 AND TO PAY HIS EXPENSES. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A TRAVEL REQUEST FOR OFFICERS FEDRICK AND HENRY TO ATTEND A SEMINAR ON "BASIC SKILLS AND LEADERSHIP DEALING WITH PROBLEM SOLVING" ON MARCH 29 & APRIL 1, 1994 IN JACKSON, MISSISSIPPI.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE OFFICERS FEDRICK AND HENRY TO ATTEND THE SEMINAR AND TO PAY THEIR EXPENSES. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING AGREEMENT FOR FORREST COUNTY TO PROVIDE REGULATION OF AMBULANCE SERVICE FOR THE CITY AND FOR THE CITY OF PETAL TO AGREE THAT IT WILL BE BOUND BY FORREST COUNTY'S ORDINANCE FOR AMBULANCE SERVICE.

SEE EXHIBIT "D"

AGREEMENT BETWEEN FORREST COUNTY AND THE CITY OF PETAL FOR THE REGULATION OF AMBULANCE SERVICE

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT BETWEEN THE CITY OF PETAL AND FORREST COUNTY. ALDERMAN BRANDLE SECONDED THE MOTION. THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING LETTER FROM NEEL-SCHAFFER, INC. CONCERNING THE NEED TO RESURVEY THE PROJECT AREA FOR THE 1994 CDBG PUBLIC FACILITIES APPLICATION SURVEYS.

SEE EXHIBIT "D"

LETTER

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY THE ESTIMATED COST OF \$350.00 FOR THE SURVEYING. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED THAT THE FOLLOWING LETTER TO BILL DURHAM CONCERNING THE NEED FOR A PLAN FOR THE REMOVAL OF THE TANKS ON HIS PROPERTY WHEN THERE IS A THREAT OF FLOODING CONDITIONS AND MR DURHAM'S RESPONSE TO THE REQUEST TO BE MADE A PART OF THE MINUTES.

SEE EXHIBIT "E"

LETTER TO MR DURHAM

LETTER FROM MR DURHAM

THEREUPON, ALDERMAN CLEPPER MADE A MOTION THAT THE FOREGOING LETTERS BE MADE A PART OF THE MINUTES. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM PETAL RESIDENT JENNIFER LUCAS FOR THE CITY TO PURCHASE AN AD IN THE MISS MISSISSIPPI PROGRAM SINCE SHE WILL BE PARTICIPATING AS MISS PEARL RIVER JUNIOR COLLEGE. THEREUPON, ALDERMAN SCOTT MADE A MOTION FOR THE CITY TO PURCHASE A ONE-THIRD (1/3) PAGE AD AT A COST OF \$95.00. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE MISSISSIPPI CITY/COUNTY MANAGERS ASSOCIATION IS HOLDING A SEMINAR ON APRIL 13 & 14, 1994 IN CANTON AND WILL FOCUS ON MATTERS OF GREAT INTEREST TO THE CITY.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO SEND REPRESENTATIVES OF THE CITY THAT MIGHT BE ABLE TO ATTEND AND TO PAY THEIR EXPENSES. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE SEWER LINE BETWEEN MCINNIS AND GEORGE ST RUNNING SOUTH FROM WEST FIFTH STREET HAS CAVED IN AND IS IN NEED OF IMMEDIATE REPAIR AND THAT C.J. MORGAN, INC. HAS GIVEN AN ESTIMATE OF \$10,881. IF WELL POINTING IS NOT REQUIRED.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO DECLARE THIS SITUATION AN EMERGENCY AND TO ADOPT THE FOLLOWING ORDER. ALDERMAN RUNNELS SECONDED THE MOTION.

#### ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO FIND THAT THE SEWER LINE HAS CAVED-IN SOME 403 FEET BETWEEN MCINNIS AND GEORGE ST RUNNING SOUTH FROM WEST FIFTH STREET.

THEREUPON, THE BOARD DOES HEREBY FIND THAT THE REPAIRS FOR THE CAVE-IN SHOULD BE DECLARED AN EMERGENCY AND DO CONCUR WITH THE MAYOR IN THE HIRING OF C.J. MORGAN, INC. TO REPAIR THE SEWER LINE.

SO ORDERED ON THIS THE 15TH DAY OF MARCH, A.D., 1994.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

# CITY OF PETAL STORE MINUTE BOOK 14

WHEREAS, MAYOR GAY PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF FEBRUARY.

WHEREAS, MAYOR GAY STATED THAT THE CITY HAS RECEIVED A CHECK IN THE AMOUNT OF \$5,621.28 FROM DON M. AND REBECCA B GRAHAM TO PAYOFF THE DEED OF TRUST HELD BY THE CITY OF PETAL FOR THE RENTAL REHABILITATION PROJECT ON THE CHAPPELL HILL APARTMENTS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE A CANCELLATION OF DEED OF TRUST IN DEED BOOK 625 ON PAGE 524 IN THE FORREST COUNTY CHANCERY CLERK'S OFFICE. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS. ALDERMAN BRANDLE MADE A MOTION TO APPOINT CONNIE PIERCE TO UNEXPIRED TERM OF JOE DEAN FOR THE WARD II POSITION ON THE PETAL PLANNING COMMISSION. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, POLICE CHIEF WAYNE MURPHY STATED THAT THE CITY LAW ENFORCEMENT FUND HAS RECEIVED \$19,304.02 FROM THE METRO NARCOTICS.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO PURCHASE A 1994 CHEVROLET FROM HERRIN-GEAR CHEVROLET AT THE STATE CONTRACT PRICE OF \$13,656.83 FOR THE CHIEF'S CAR. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE ALDERMAN W H CAMPBELL ALDERMAN REUBEN CLEPPER ALDERMAN BOBBY W RUNNELS ALDERMAN LEROY SCOTT

### THOSE PRESENT AND VOTING "NAY":

### NONE

THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 15TH DAY OF MARCH, A.D., 1994.

•

------JAC MAYOR

(SEAL)

ATTEST:

PRISCILLA C. DANIEL CITY CLERK

# CITY OF PETAL

1002

Sunburst Bank Petal E EXHIBIT "A"

202 West Central Avenue/Petal, Mississippi 39465/601-582-2231/Member FDIC

February 23, 1994

1999 B 1

1

ì

Mrs Priscilla C. Daniels, City Clerk City of Petal Post Office Box 564 Petal, MS 39465

RE: Negiotable Note in the amount of \$125,000.

Dear Priscilla, We are pleased to bid a Fixed Annual Percentage Rate on this loan of 5.351 % with five equal payments of \$26,606.37. This is a simple interest loan with no penalty for early payoff.

A copy of the calculations and note are included for your review.

Sincerely,

Dick Murchison Branch Manager

Incl

Trustmark National Bank Post Off 2+ Box 1071 Hatt esburg, Meseappi 39403 2071 601 583:5204

Sybit Aswell A radiant Vice Physioent

Trustmark

March 15, 1994

Â

Priscilla Daniel, City Clerk City of Petal 119 West 8th Street P. O. Box 564 Petal, MS 39465 

Dear Mrs. Daniel:

Dear Mrs. Daniel: In response to bidders for the issuance of certain negotiable note or notes pursuant to the provisions of \$ 17-21-51 and \$ 17-21-53 of the Mississippi Code of 1972 as amended, for the borrowing of the sum of \$125,000.00 to be repaid at the rate of \$25,000.00 shnually, plus accrued interest, Trustmark National Bank is pleased to offer a bid to the City of Petal for a note of \$125,000.00 having an interest rate of 4.95%, and annual payments of \$25,000.00 plus accrued interest.

We appreciate the opportunity to bid on your loan and if we can be of any further service, please contact our office.

Sincerely, J. Gewell Sybil Aswell

Assistant Vice President

SA/neo

CITY OF PETAL MINUTE BOOK 14

- A.

NATIONAL BANK

### WIND MISING 1, Misangpi 3777 401 3544514 1401 3544412 1401 3544412

· · · ]

Stoven E. Cele Note France Offic

i Ollice Box 1200 Iwan: Mississippi 39215-1200

PAGE 194

Crow With Us

To: The Mayor and Board of Aldermen of Petal, Mississippi

Re: \$125,000.00 General Obligation Note Authorized by Section 17-21-51 et seq., Mississippi Code of 1972

Deposit Guaranty National Bank is pleased to offer a financing proposal to the City of Petal. For your \$125,000.00 par value, legally issued negotiable note we will pay \$125,000.00 with accrued interest to date of delivery. The note would be repaid at the rate of \$25,000.00 annually, plus accrued interest. The annual interest rate would be 4.390%. The total interest cost over the life of the note would be \$16,462.50. An amortization schedule is attached for your review.

Prior to the delivery of the note, a full transcript of all proceedings had prior to and incident to this issue, properly certified, is to be promptly furnished to us, without cost, satisfactorily evidencing to our attorney the unqualified legality of the issue in all respects; and you agree to take such further action as our attorney may require, to establish the validity of said

further action as our attorney may suggesting of an output of the second second

÷ ...

Flot. Ahunn Steven E. Cole Bv: Steven E. Cole 



February 28, 1994

**City Clerk Priscilla Daniel** City of Petal Post Office Box 564 Petal, MS 39465

Dear Madam:

Bank of Mississippi considers it a privilege to submit a bid of 3.99% rate of interest on the note for the sum of \$125,0000 executed by the City of Petal. It is our understanding that annual principal payments in the amount of \$25,000 each plus accrued interest will be paid over a five-year payout period with first payment due one year from date of note.

We appreciate the business you favor us with and look forward to servicing this credit need.

Sincerely Th  $\mathcal{O}$ Tommy Fairley Community Bank President

(601)624-4772

÷

### DAT THE OFOUR STANK, INC. POST OFFICE BOX 41 CLARKSDALE, MS 38614

February 23, 1994 EXHIBIT "B" Petal Fire Department 102 Fairchild Drive Petal, MS 39465 Dear Sirs: We are pleased to quote you the following prices on fire fighting equipment: Two (2) Akron Style 2581 Gated Wyes.....\$225.00 Each (\$450.00 Total) Four (4) Zip-Nut 2½" NHM X 2½" NHF Adapters...\$68.98 Each (\$275.92 Total) Two (2) 2½" Double Female Adapters....\$33.60 Each (\$67.20 Total) Two (2)  $2\frac{1}{2}$ " Double Male Adapters...\$19.20 Each (\$38.40 Total) Twelve (12) Hoods, PBI 2-Ply, Long...\$15.00 Each (\$180.00 Total) Twelve Hundred Feet (1200!) Key Fire Hose, 1 3/4" Yellow, 100% Polyester ... \$1,572.00 Total One (1) Akron 1701P, 1" Booster Nozzle....\$300.00 Total Two (2) Rubber Mallets....\$12.00 Each (\$24.00 Total) One (1) Super Vac 720G4-H PPV Fan with Honda Engine..\$1,000.00 One (1) 30" Hooligan Tool....\$120.00 One (1) SL-20X Streamlight ....\$98.97 Twelve American Firewear Gloves #7300....\$28.50 Each Pr. (\$342.00 Total) MS State Contract #5-200-03302

Twelve American Firewear Gloves #3300...\$22.50 Each Pr. (\$270.00 Total) MS State Contract #5-200-03302

SALES - SERVICE - REPAIR - INSPECTION - HYDROSTATIC TESTING - QUOTATION -



**TUPELO FIRE EQUIPMENT, INC.** 2813 CLIFF GOOKIN BLVD. TUPELO, MISS. 38801

Date: Feb. 23, 1994

Petal Fire Dept. 102 Fairchild Dr. Petal, Ms. 39465

Subject: Fire Equipment

		Tel.: \$44-6717	
TEM	QUANTITY	DESCRIPTION	PRICE
1.	1#	Akron #2581 Leader Line gated wye. Pyrolite. 2½" female NST X (2) 1½" male NST. 175.00 ea.	<del>350.00</del>
2.	4	Zip-Nut 210/2.5 X 2.5/rlsw female X male adapter. 52.50 ea.	210.00
3.	2	Action AA+135 double swivel female. 2%" NST adapter. Ex Extruded alum. 26.20 ea.	52.40
4.	2	Action AA+136 double male 2½" NST adapter. Extruded Alum. 16.82 ea.	33.64
5.	12	Morning Pride P/84 lensing Hood. NOTE: Lensing exceeds PBI in TPP rating. 15.50	186.00
6.	24	1 3/4" X 50' double jacket fire hose. Firequip DJ800H (manufactured by Ponn Fire Hose under a private label) S.B.R. tube. 100% polyester jackets. Yellow hypalon treated. 1 1/2" NST extruded alum. rocker lug reducing couplings. 69.38 ea.	1665.12
7.	1	Akron #1701P 1' NST turbojet nozzle. Adjustable fog pat-c: tern and gpm. Positive shutoff lever. 310.54 ea.	310.54
8.	2	Brooks 16 oz. rubber Mallet. 9.95 ea.	(19.90
9.	1	Super Vac 720-G4-H Positive Pressure ventalator. 5HP Honda gasoline engine. Two dolly wheels and a retractable handle. 905.00 ea.	905.00
10.	1	Team Equipment Highway Hooligan tool. 30" length with metal cutting claw. Part # 22-000622. 120.00 ea.	120.00
11.	1	' Streamlight SL-20X rechargeable flashlight. #26120. DC charger. Aircraft alum. D size battery stick. 30,000 candle power. 88.50 ea.	88.50

TERMS: Net 30 days

i

SHIPMENT: F.O.B. Petal, Ms. Del. Stock to 30 days ARO. This Quotation Subject to 30 Days Acceptance

TUPELO FIRE EQUIPMENT. INC. Mary Merrit

盞 FERRARA FINEFIGHTING EQUIPMENCINCY OF PETROTATION 9911 MAMMOTH AVE. BATON ROUGE, LA 70814 (800) 443-9006 (504) 928-7888 DATE: 02-18-94 PAGE 196 3578 EXHIBIT "B" Petal F.D. YOUR INQUIRY NO. Ro Drawer M Petal, ms 39465 IG QUOTATION: N RESPONSE TO YOUR INQUIRY, WE SUBMIT THE FOLL DESCRIPTION Akon Style 2581 Bortul wyn 2-22"x2-12"/15:00439 12 Zip-nut 22" NH male p 22" NH Female N/A 4 Adaptur 23 " Duble Female 54.00 2 27.000 32.00 Adapter 22" Double male 2 11:00 (j.gaoo` 15,00, each (2) Hood, short P.B.I. Imperial Hose 13/ "yellow £ 1656.00 1200' Akron Style 1701 P 1ª Booster Mazle 310.00 1 16 20 32.00 Rubber mallet (1 USSize) 2 supervice no 84 + PP. Fan Horda to 1012.00 I 30" Hosligan Tool 125,00 (Aighwan l SL-20x Stream light hand light 99.00 ł 269,00 Fireman V Gloven 12 Bullard FH2192 nelmet (MS Cartor + 02:200-03\$30)900.00 10 Servis Fireboot 11454 Ms Contract # 5-200-02880 656.81 Ц. LA 6.15 Paton Joug stack To 仗 30 Riguay QUOTATION why SUNBEI FIRE APPARATUS (205) 928-9917 1-800-642-8484 Fairhope, Alabama 36532 FAX (205) 928-9933 -Ine 07 Ship lo: \_\_\_\_\_\_ archild Di 102 ruaress: 10 City: Petal 39465 MS State:\_ Zip Code Zip Code. Quote № 2082 3-3-94 **Ouote Date:** We Are Pleased To Quote The Following: ITEM NO. QTY. DESCRIPTION UNIT PRICE AMOUNT 1 R A Akrow 2581 165,00 330,00 в 4 21pmt-242'F/M 70,00 280,00 C 2 24" 22-00 44.00 Derble D 2% 15.00 2 2 30,00 Short ε 14,00 12 168,00 F ZY 134 Yellin 69.58 PORA Supreme - 50 1669.92 G 1 299.00 1701 299.00 H upla 18.00 36-00 Cubber mc// c1 Σ 899-00 <u>720644</u> 899.00 σ 20,00 highway hadica 120,00 K 72.00 72,00 Strealight 56 L <u>Shelb</u> 294.00 12 24.50 5225 M 10 93.50 935,00 llers helmet N 11 616.00 [[454 56.00 Servus Good thru: 3/31/94 Net 30 days F.O.B. Point: <u> BW</u> Ship VIA: Authorized by:



Γ

L

œ

ų

Petal Fire Department c/o Chief Evans 102 Fairchild Dr. **E** Petal, MS 39465

## NEW & USED FIRE TRUCKS AND EQUIPMENT DAVID'S FIRE FOUIPMENT 6613 John Harden - Cabol Arkanses 72023 M LN Jab Fol 78 00 601 - 369-1506

EXHIBIT "B"

1-800-264-0017

PAGE 197

:-

TOTAL P.01

•

Date 2/22/94

This is NOT an Order

		1997 - Carlos Ca
QUANTITY	DESCRIPTION	
1 2	Akron Gated Wyes, #2581	\$160.00 each
. 4	Zip Nuts (NO BID)	
2	2½" Double Female	22.50 each
2	2½" Double Male	13.00 each
12	PBI Hoods (Short)	20.00 each
12	PBI Hoods (Long)	16.50 each
1200	1 3/4" Hose - Yellow	11. н4. 0 = 68.50 ea. Sec.
1	1" Nozzle, #1701P	285.00
1	Rubber Mallet (NO BID)	
1	Super Vac Smoke Ejector. #720G4H	( 840.Ø0k)
1	30" Hooligan Tool	95:00
12	Gloves (NFPA-Vapor Barrier)	20.00 each pr.
10	Bullard Helmets	88.00 each
11	Boots	52.00 each pr.
	· · · · · · · · · · · · · · · · · · ·	
	PLUS FREIGHT.	

ereous Vendor's Signature 1. Douc

Ketal tire Dept. 102 FAIrchild Dr. , Petal MS, 39445 (601-582-0991) Send Quotation: Will ACCEPT Equipment Equat To'.

IN RESPONSE TO YOUR NIQUINY, WE SUBMIT THE FOLLOWING QUOTATION:

IN RESPONSE TO	YOUR INCOMEY, WE SUBALL THE FOLLOWING CONTRACTOR STATES STATES STATES	
<b>CUANDIN</b>		
1.85	AKON Style 2581 Cotel wy 2-22"x2-15"	(\$103.00 eu.
1 受	Zip-nut 22" NH male 10 22" NH Female	59.00 ea.
71	2:0-nut 22 Not man p 22 William	!
4		1150
2	Adaption 22 " Double Female	20.75 ea
$\sim$	and and and a little of	13.00 ea
2	Adapter 22" Double male	97,20 8,10 00.
each (12)	Hool, short P.B.I.	O the ed.
lacon	Nobal Short the	£\$1608.00
12:00'	Imperial Hose 17/ yellow	- 47
1700	Akron Style 1701 P 1" Booster Mozzle	296.00 ea.
1		10.90 ea.
2	Rubber mallet (1 CBSize) (1 ( ) ()	. 920.00'ea.
-	Supervice. 720 84-44 PP. Fan boda (0)	
1	Deportures the off ( Audure )	90.90 ea.
L	30" Harligan Tool (Highway)	
1	SL-20X Stream light hand light	85.40 ea.
		226.9 -18.85 ea,
12"	Fireman V Glacen Bullard FH2192 melmet (M) Cartat # 02-2000.	530 : 89.00 ea.
: /0	Bullard FH2192 netmen (1) and the	Y 49.95 ea,
11	Servius Fireboot 11454 Mr Cantin chat 5-200-0288	al 1549.05
		Equipment
	WARTH AL	q. Fire Equippen
	,	ork5
	Jerrell (	GU
	2-22	1
	0	TOTAL P.01

1

÷

### EXHIBIT "C"

#### INTERAGENCY AGREEMENT PETAL FIRE DEPARTMENT RESCUE UNIT AND AAA AMBULANCE SERVICE

ANA Ambulance Service, a Mississippi non-profit corporation, hereinafter referred to as "AAA", has the primary responsibility of providing prehospital emergency medical service, hereinafter referred to as "EMS", to the citizens of Hattlesburg, Mississippi; and it is the goal of AAA to provide the fastest, safest and most efficient care to each and every request for EMS.

Petal Fire Department Rescue Unit, hereinafter referred to as "PFDR", has the primary responsibility of providing the fastest, safest and most efficient services in response to fire suppression, fire education and rescue to the citizens of the City of Petal, Mississippi. In addition, PFDR has resources to support the prehospital activities of AAA as the EMS provider; and it is the goal of PFDR to protect the lives and property of those in the City of Petal, Mississippi.

In order to better achieve these goals it will be the practice of AAA and PFDR to work together to supplement and enhance prehospital EMS in the City of Petal, Mississippi.

AAA has been licensed by the Mississippi State Department of Health, Division of Emergency Medical Services, as an EMS provider and has been designated as the EMS lead agency under the Forrest County, Mississippi Ordinance For Ambulance Service for prehospital care and transportation of the sick and injured within Forrest County, Mississippi. AAA has the ultimate responsibility of providing this care alone or delegating part of this responsibility to others; and it is the responsibility of AAA to constantly evaluate the response of all EMS support services, including PFDR, in areas of the appropriateness of prehospital care and medical control.

The authority for patient management will be as defined by the Mississippi Division of Emergency Medical Services and AAA.

For the limited purposes of this agreement, a medical emergency call is defined as a situation in which there is a high probability of death or serious injury or illness to a person and action by emergency personnel may reduce the seriousness of the situation.

Since it is the mutual goal of both AAA and PFDR to provide better EMS to the citizens of the City of Petal, Mississippi, the following guidelines are established:

 AAA shall request supplemental response from PFDR to all medical emergency calls where assistance is requested and needed by AAA.

2. ANA will respond with advanced life support personnel as needed and as available to all requests for EMS.

3. PFDR will respond with emergency medical responder personnel, hereinafter referred to as "EMR", as needed and as available to all requests from AAA for service within PFDR's geographic jurisdiction.

4. If ANA transports with EMR personnel of PFDR, ANA shall make every attempt to return such personnel to his/her station at the completion of the call if requested to do so.

5. ANA will replace disposable EMS supplies, exclusive of oxygen, used by the PFDR on EMS calls, at no cost to PFDR.

6. Neither ANA nor PFDR will sanction any of their respective personnel to respond to medical calls when such personnel are off duty, unless they have specific authorization for such response.

7. ANA will provide continuing EMS education for all EMR personnel of PFDR.

8. As the EMS lead agency under the Forrest County, Mississippi Ordinance For Ambulance Service, AAA is responsible for evaluating the response of all EMS support services in areas of appropriateness of prehospital care and control, for developing and implementing patient transportation and destination policies and guidelines, for sanctioning EMS continuing education activities, establishing infection control standards for all prehospital EMS personnel, directing patient refusal procedures and other EMS related activities; and is authorized to enter into mutual aid agreements with other public safety and ancillary support agencies. AAA will seek input from PFDR in accomplishing this role.

9. There shall be joint meetings between representatives of AAA and PFDR to discuss and evaluate any aspects of this interagency agreement, which meetings shall be held at least three (3) times a year at a place and time to be designated by AAA. Special meetings may be called at the request of either AAA or PFDR and each party shall designate its respective representatives to attend such meetings.

10. Neither AAA nor PFDR shall exercise administrative control or authority over any of the other party's personnel. Personnel problems of an administrative nature shall be referred to the appropriate authority within each agency.

11. PFDR will keep AAA advised of the availability and status of EMR personnel within PFDR and notify AAA immediately of any changes. PFDR personnel will maintain radio contact with AAA when responding to emergency medical calls. Both AAA and PFDR shall authorize the installation of the other's radio frequencies in official agency radios for authorized use only.

2

1

12. PFDR will respond with the following calls:

19

CITY OF PETAL

MINUTE BOOK 14

A. Calls requiring extrication.

4

ŧ

- B. Hazardous material calls.
- C. Mass casualty incidents.
- D. Calls where fire hazards exist.
- E. Water recovery within the city.
- F. AAA may also request PFDR response for the following situations:
  - (i) Calls where additional manpower in needed.

(ii) Calls where there may be a delay in response by AAA.

Response by PFDR under items A - E, above, shall be spontaneous when PFDR has knowledge of the nature of the calls. The systems status controller of AAA will determine which calls are within category F and will request PFDR response accordingly.

13. EMR personnel of PFDR will accompany patients in AAA ambulances only when absolutely necessary and when adequate fire rescue personnel are available at the scene.

14. AAA will be notified of any and all requests for EMS intervention, either suspected or confirmed. It being desirable for AAA to respond to a call and to be cancelled if AAA services are not required.

15. If a City of Petal telecommunications operator receives an initial request for emergency medical service, the call shall be transferred immediately to AAA and the AAA system status controller shall determine the appropriate response based upon the guidelines established herein and approved standards for response. If such transfer is not possible, the person receiving the call shall, at the minimum, attempt to obtain the following information and relay such information promptly to AAA:

- A. Patient complaint/incident type.
- B. Location of incident.
- C. Age (approximate).
- D. Conscious (alert).
- E. Breathing (difficulty).
- F. Number of patients.

### G. Call back number.

4

16. All PFDR prehospital EMR personnel, once approved by AAA and its on-line and off-line medical directors, shall actually be functioning under the direction of AAA and its medical control with respect to providing the prehospital care, which personnel shall adhere to all guidelines for the practice of prehospital care as established by AAA and its medical control authority.

. 3

~

17. PFDR personnel shall follow guidelines established by AAA and its physician medical director with regard to:

- A. Use and storage of EMS equipment and supplies.
- B. Infection control practices.
- C. Authority for control of a medical emergency.
- D. Attendance at required EMS meetings as determined by PFDR and medical control authority.
- D. Other policies as determined by the physician medical director.

18. PFDR shall respond to assist with calls outside the City of Petal based upon predetermined fire rescue policies. A request for such response by PFDR shall be made by the on-scene commander or other person having authority to make said request of PFDR.

19. Either AAA or PFDR shall have, and each hereby retains, the right to terminate and cancel this agreement, effective as of the last day of any calendar month, upon the party desiring termination giving the other party thirty (30) days prior written notice of intent to terminate.

EXECUTED IN DUPLICATE on this 211 day of Pebruary, A.D.,

PETAL FIRE RESCUE DEPARTMENT

ł

BY

AAA AMBULANCE SERVICE

water to a	1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -		
n,		0	
Chist	Chibre	toms	BY:

Harvel R. Smith Smith Executive Director

### CITY OF PETAL MINUTE BOOK 14

### AGREEMENT BETHIN IN THE CITY OF PETAL FOR THE REGULATION OF AMBULANCE SERVICE

THIS AGREEMENT entered into this the <u>15</u> day of <u>MARCH</u>, 1994, between Forrest County, Mississippi, a body politic and political subdivision of the State of Mississippi (the "County"), and the City of Petal, a body politic and political subdivision of the State of Mississippi (the "City").

1. Introduction. The County and the City have agreed that the County will exercise all power, authority and responsibility regarding the regulation of ambulance service within all parts of Forrest County, including all portions of the City of Petal.

2. Obligations of the County.

Ł

di .

2.1 <u>County to Provide Regulation of Ambulance Service</u> for the City. The County agrees that it will provide regulation of ambulance service for the City by enacting and updating as necessary an ordinance for ambulance service.

3. Obligations of the City.

3.1 Ordinance. The County and the City understand and agree that the County has enacted and adopted an ordinance for the regulation of ambulance service within the County, as well as all portions of the City. The City hereby agrees that it will repeal all ordinances concerning emergency and non-emergency ambulance service as of the effective date of the County's ordinance, that it will be bound by the County ordinance for ambulance service during the term of this Agreement and that it will take no other action which would materially affect or impair the ability of the

### 100x 291 m; 339

County to regulate ambulance service

3.2 Indemnification. The City agrees to indemnify, defend, hold harmless and exempt the County from any and all losses, damages, obligations, liabilities, costs and expenses including, but not limited to, attorneys' fees in connection with any action, claim or proceeding related to such losses, damages, obligations, liabilities; costs and expenses, which shall be, or result from, the breach of any provision of this Agreement by the City.

4. Authority to Enter Into this Agreement.

4.1 <u>Authority of the County</u>. The County represents and warrants that it has full statutory and regulatory authority to enter into this Agreement and carry out the provisions hereof, that the Board of Supervisors has taken the necessary action to approve this agreement, and that Lynn Cartlidge, as President of the Forrest County Board of Supervisors, is authorized to execute this Agreement on behalf of the County.

4.2 <u>Authority of the City</u>. The City represents and warrants that it has full statutory and regulatory authority to enter into this Agreement and carry out the provisions hereof, that the City Council has taken the necessary action to approve this Agreement, and that Jack Gay, Mayor of the City of Petal, is authorized to execute this Agreement on behalf of the City.

5. <u>Entire Agreement</u>. This agreement contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements

2

6. Modification. This Agreement may be altered, amended or CITY OF, RETAL modified only by written document executed by the county and the MINUTE BOOK 14

7. Termination. This Agreement may be terminated as of the last day of any calendar month by either the County or the City upon ninety (90) days prior written notice to the other party by the party electing to terminate, when such termination has been approved by the majority vote of the governing body of the party electing to terminate.

8. <u>Partial Enforceability</u>. If any provision of this Agreement, or the application of the provision to any entity or circumstance shall be invalid, the remainder of this Agreement, or the application of that provision to entities or circumstances other than those with respect to which it is held invalid, shall not be affected thereby.

ATTEST: Ju

CITY OF PETAL, MISSISSIPPI J JACE CAY

ATTEST:

FORREST COUNTY, MISSISSIPPI

AYNN CARTLIDGE, President County Board of Supervisors

### BOOK 291 10:341

3

COUNTY OF FORREST

PERSONALLY APPEARED BEFORE ME, the undersigned notary public in and for the jurisdiction aforesaid, the within named JACK GAY and <u>Priscilla C Daniel</u>, respectively, to me known, who acknowledged that they are the Mayor and City Clerk of the City of Petal, Mississippi, and that for and on behalf of said City and as its act and deed, they signed and delivered the foregoing Agreement Between Forrest County and the City of Petal for the Regulation of Ambulance Service as of the date hereof, after having been first duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this, <u>15th</u> day of <u>March</u>, 1994.

NOTARY PUBLIC Pickett

MY COMMISSION EXPIRES; 1994

STATE OF MISSISSIPPI COUNTY OF FORREST

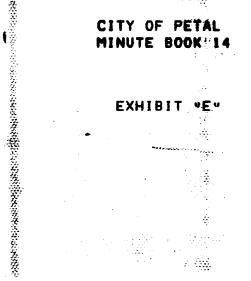
PERSONALLY APPEARED BEFORE ME, the undersigned notary public in and for the jurisdiction aforesaid, the within named LYNN CARTLIDGE and JIMMY C. HAVARD, respectively, to me known, who acknowledged that they are the President and Clerk of the Board of Supervisors of Forrest County, Mississippi, and acting for and on behalf of said Board of Supervisors and as its act and deed, they signed and delivered the foregoing Agreement Between Forrest County and the City of Petal for the Regulation of Ambulance Service as of the date hereof, after having been first duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this  $24^{\frac{p}{2}}$  day of March 1994.

Sec. Lat

್ ಇಷ್ಟು ಎಂದು ಕಾಡಿಗಳು

MY COMMISSION EXPIRES: My Commission Expires August 23, 1997





NEEL-SCHAFFER, INC. ENGINEERS - PLANNERS P. O. Box 982 / 101 Walnut Street Hattiesburg, MS 39403-0982 / (601) 545-1565

March 15, 1994

Jack Gay, Mayor City of Petal Post Office Box 564 Petal, Mississippi 39465

Dear Mayor Gay:

### **REFERENCE: 1994 CDBG PUBLIC FACILITIES APPLICATION - SURVEYS**

On Wednesday, March 9, 1994, at the CDBG Workshop, we were informed that 1990 surveys cannot be used in 1994 applications. To apply for CDBG funding, a municipality must be at least 51% low-mod. The 1990 Census has the City of Petal's low-mod data at 31.34% of the total population. It will be necessary to survey the proposed project area to establish a low-mod percentage higher than 51%.

Students from the University of Southern Mississippi are willing to survey at \$5.00 per hour with the total estimated cost of surveying at \$350.00. If in agreement, Neel-Schaffer, Inc: will pay the students on a hourly basis and will then invoice the City of Petal. The survey will also show structural characteristics which can be used by the City of Petal in later projects.

If you have any questions, please call me.

Sincerely,

NEEL-SCHAFFER, INC.

Kara W. Drane

Kara W. Drane Planner

cw



CITY OF PETAL POST OFFICE BOX 564

CITY OF PETAL

EXHIBIT "F"

MINUTE BOOK 14

PETAL, MISSISSIPPI 39465 (601) 545-1776 Fax No. (601) 545-6685 JACK GAY MAYOR

RAYMOND C. BRANDLE WILLIAM H. CAMPBELL REUBEN CLEPPER BOBBY W. RUNNELS LEROY SCOTT ALDERMEN

PRISCILLA C. DANIEL CITY CLERK

THOMAS W. TYNER CITY ATTORNEY

February 25, 1994

Mr. Bill Durham 787 South Main Street Petal, MS 39465

Dear Bill:

Recently I met with Mr. Bill Reid, Engineer for Pat Harrison, and representatives from the City of Hattiesburg and the local Flood Management team. This was an annual meeting to discuss the results of the Corp of Engineers inspection of the floodway we are obligated to maintain along the east side of the Leaf River.

Among the many items that were discussed were the large tanks that are stored along the properties just south of the South Main/East Hardy Bridge. Eventhough there are no violations with this practice, Mr. Reid felt there is a great deal of liability especially for you and possible for the City if these tanks are involved in high waters.

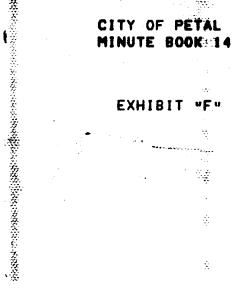
It was suggested by Mr. Reid, that you submit a "PLAN" for removal of these tanks when there is a threat of flooding conditions. This letter is a request for you to submit such a "PLAN" in written form so we can have a copy on file and forward one to Mr. Reid and Pat Harrison.

If you have a question concerning this matter please contact me at City Hall or Mr. Bill Reid at Pat Harrison Waterways.

Thank you for your cooperation.

Sincerel

Jack Gay Mayor



### **Bills Salvage** 787 South Main Street Petal, Mississippi 39465 544-1564

March 9, 1994

City of Petal P.O. Box 564 Petal, MS 39465 A.5.

Dear Mayor Gay and Mr. Reid:

In reply to your request for a "plan" to manage the In reply to your request for a plan to manage the large storage tanks in the event of high water on my floodway property, I submit the procedure used successfully in the past. The tanks have drain holes in the bottom. The plugs have been pulled so that high water will fill the tanks. The weight of the water will keep them stationary. As the water recedes, the tanks drain All of the tanks have been purged tanks drain. All of the tanks have been purged, degassed and decontaminated.

Actually, I have been in the tank business longer than Petal has been a city...specifically we moved and removed bulk plants for Chevron, Inc. in Mississippi, Alabama, and Florida. Our experience with handling tanks is extensive.

However, I do have one concern; our agreement with the city/Corps of Engineers concerning the floodway includes mowing by the City of Petal twice a year. Fo at least the past two years the City has mowed only once a year. As benefit to Pat Harrison Waterway and For beautification of Petal perhaps this oversight could be remedied.

Sincerely

William W. Durham

df