

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 MAY 1, 2001 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	DAPHNE LANCASTER
ALDERMEN	WILLIE W. HINTON CHARLES E. HOLBROOK ROBERT F. LANGFORD DONALD H. ROWELL LEROY SCOTT
OTHERS PRESENT	CHIEF RODNEY JARRELL ASST. CHIEF ROY JOHNSON TOMMY CORLEY TOMMY HILL DUB CAMPBELL AND OTHERS

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

THE INVOCATION WAS OFFERED BY DUB CAMPBELL.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

ADD:

- VII. BIDS – QUOTES
 - 1. 12--LEVEL III BODY ARMOR
- X. GENERAL BUSINESS
 - 3. LOCAL SURFACE TRANSPORTATION PROGRAM AGREEMENT WITH MDOT
 - 4. NEW BLDG ACCEPTS AND ADVERTISE TO INTEREST PARTY
- XI. SEMINARS & TRAVEL
 - 3. D. TOLBERT BOAM CONF JUNE 13- JUNE 16, 2001

THEREUPON, ALDERMAN HOLBROOK MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MS. OF APRIL 17, 2001.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ACCEPT THE MINUTES AS WRITTEN. ALDERMAN HOLBROOK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY"

NONE

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

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING QUOTATIONS FOR THE PURCHASE OF TWELVE LEVEL III BODY ARMOR FOR THE POLICE DEPARTMENT.

SEE EXHIBIT "A"

GALL'S INCORPORATED 2680 PALUMBO DRIVE LEXINGTON, KY 40509	\$3576.00
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AMERICAN BODY ARMOR	\$5399.40
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THEREUPON, ALDERMAN HOLBROOK MADE A MOTION TO PURCHASE THE TWELVE LEVEL III BODY ARMOR FROM GALL'S FOR \$3,576.00. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED THE PROPOSAL COLLECTION FOR OUTSTANDING COURT ACCOUNTS.

THEREFORE, ALDERMAN SCOTT MADE A MOTION TO ACCEPCT THE COLLECTION FOR OUTSTANDING COURT ACCOUNTS FROM THE POLICE DEPARTMENT. ALDERMAN HINTON SECONDED THE MOTION.

SEE EXHIBIT "B"

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM PETAL'S MISS HOSPITALITY, MICHELLE LONG, FOR THE CITY TO PURCHASE AN AD IN THE MISS HOSPITALITY PROGRAM.

SEE EXHIBIT "C"

PETAL'S MISS HOSPITALITY

THEREUPON, ALDERMAN SCOTT MADE A MOTION FOR THE CITY TO PURCHASE AN AD IN THE AMOUNT OF \$150.00. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

**ALERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED CLAIMS #61707-62075 FOR THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREFORE, ALDERMAN HOLBROOK MAKE A MOTION TO PAY CLAIMS # 61707-62075 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED AN AMENDMENT TO THE LOCAL SURFACE TRANSPORTATION PROGRAM AGREEMENT ALONG WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION(MDOT).

THEREUPON, ALDERMAN HOLBROOK MADE A MOTION TO ACCEPT THE AGREEMENT. ALDERMAN SCOTT SECONDED THE MOTION.

SEE EXHIBIT "D"

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED TO ADVERTISE FOR AD IN PAPER FOR THE NEW BUILDING TO INTERESTED PARTIES.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADVERTISE FOR THE INTEREST PARTY. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR SHAROLD FRANKLIN, COURT CLERK, TO ATTEND THE MUNICIPAL COURT CLERK CERTIFICATION AND SUMMER PROGRAM UPDATE IN BILOXI, MISSISSIPPI ON JULY 9-10, 2001.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE SEMINAR TRAVEL AND TO PAY THE COURT CLERK'S EXPENSES. ALDERMAN HOLBROOK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR FIRE CHIEF AUBRA EVANS TO ATTEND THE MFCA/MFFA CONFERENCE IN BILOXI, MISSISSIPPI ON JUNE 6-10, 2001.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE CHIEF EVANS TO ATTEND THE CONFERENCE IN BILOXI AND TO PAY HIS EXPENSES. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR DAN TOLBERT, BUILDING INSPECTOR, TO ATTEND THE BUILDING OFFICIALS CONFERENCE IN BILOXI, MISSISSIPPI ON JUNE 13-16, 2001.

THEREUPON, ALDERMAN LANGFORD MADE A MOTION TO AUTHORIZE DAN TOLBERT TO ATTEND THE CONFERENCE AND TO PAY HIS EXPENSES. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY STATED THAT KRISTI SCOTT HAS DECIDED NOT TO TAKE THE JOB IN THE STREET.

THEREUPON, ALDERMAN HOLBROOK MADE A MOTION TO RESCIND THE ORDER HIRING KRISTI SCOTT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER INCREASING TOM HARDGES PAY TO \$7.50 PER HOUR EFFECTIVE MAY 2, 2001.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY, UPON THE RECOMMENDATION OF THE MAYOR, TO INCREASE TOM HARDGES'S PAY.

IT IS HEREBY ORDERED THAT TOM HARDGES'S RATE OF PAY BE INCREASED TO \$7.50 PER HOUR EFFECTIVE MAY 2, 2001.

THEREUPON, ALDERMAN HOLBROOK MAKE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED A LETTER OF RESIGNATION FROM ROBERT HIATT IN THE STREET DEPARTMENT EFFECTIVE APRIL 25, 2001.

THEREUPON, ALDERMAN LANGFORD MADE A MOTION TO ACCEPT ROBERT HIATT'S LETTER OF RESIGNATION EFFECTIVE APRIL 25, 2001. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING CHRISTOPHER BREWER IN THE STREET DEPARTMENT EFFECTIVE MAY 7, 2001 AT A RATE OF \$6.25 PER HOUR.

ORDER

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

IT IS HEREBY ORDERED THAT CHRISTOPHER BREWER BE HIRED AS A LABORER IN THE STREET DEPARTMENT AT A RATE OF \$6.25 PER HOUR EFFECTIVE MAY 7, 2001.

SO ORDERED ON THIS THE 1ST DAY OF MAY, A.D., 2001.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

**ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT**

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING HUSTON BRETT III IN THE STREET DEPARTMENT EFFECTIVE MAY 7, 2001 AT A RATE OF \$6.25 PER HOUR.

ORDER

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

IT IS HEREBY ORDERED THAT HUSTON BRETT III BE HIRED AS A LABORER IN THE STREET DEPARTMENT AT A RATE OF \$6.25 PER HOUR EFFECTIVE MAY 7, 2001.

SO ORDERED ON THIS THE 1ST DAY OF MAY, A.D., 2001.

THEREUPON, ALDERMAN HOLBROOK MADE A MOTION TO ADOPT THE FOREGOING

ORDER. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING MATT HADLEY IN THE STREET DEPARTMENT EFFECTIVE MAY 7, 2001 AT A RATE OF \$6.25 PER HOUR.

ORDER

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

IT IS HEREBY ORDERED THAT MATT HADLEY BE HIRED AS A LABORER IN THE STREET DEPARTMENT AT A RATE OF \$6.25 PER HOUR EFFECTIVE MAY 7, 2001. SO ORDERED ON THIS THE 1ST DAY OF MAY, A.D., 2001.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING CHARLES SUGGS IN THE POLICE DEPARTMENT AS A 3RD CLASS DISPATCHER EFFECTIVE MAY 2ND, 2001 AT A RATE OF \$7.50 PER HOUR.

ORDER

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

IT IS HEREBY ORDERED THAT CHARLES SUGGS BE HIRED AS A DISPATCHER IN THE POLICE DEPARTMENT AT A RATE OF \$7.50 PER HOUR EFFECTIVE MAY 2ND, 2001. SO ORDERED ON THIS THE 1ST DAY OF MAY, A.D., 2001.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN LANGFORD SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROCLAMATION PROCLAIMING

THE MONTH OF MAY AS CONFEDERATE HERITAGE MONTH IN PETAL, MISSISSIPPI.

SEE EXHIBIT "E"

CONFEDERATE HERITAGE MONTH

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PROCLAIM MAY AS CONFEDERATE HERITAGE MONTH. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT
THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADJOURN. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY"

NONE


THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 1ST DAY OF MAY A.D., 2001.



JACK GAY
MAYOR

(SEAL)

ATTEST:



JEAN ISHEE
DEPUTY CITY CLERK

04/27/2001 15:48 GALL'S SALES → 916015445347

NO. 311 DL



**GALLS
INCORPORATED**

Price Quote

2680 Palumbo Drive
Lexington, KY 40509
Phone: 800-876-4242
Ext 2193
Fax: 877-914-2557
John Haughton

BILLING NAME & ADDRESS:

Petal Police Dept

ATTN: Chief Rodney Jarrell

PH#: 601-544-5331 FAX#: 601-544-5347

Account#: 3171436

Date: 04/27/01

Terms: _____

Delivery: _____

Ship Method: UPS Ground

Item#	Qty.	Description	Quote Price	Total Price	Weight
BP170	12	Galls Light extended Armor Level III	298.00	3576.00	
			Freight	⊖	
			Freight Credit:	⊖	
			Sales Tax:	⊖	%
			Total:	3576.00	

Prices are firm for 70 days!
Comments:

Gall's Contact: John Haughton
Signature:

Exhibit "A"

04 /2001 10:09 GALL'S SALES → 916015445347

NO. 325 001

Price Quote
Chief Rodney Jarrell
Fax 601-544-5347

Body Armor

Safariland and ABA,

In-S

**MAGNUM-LITE
BODY ARMOR**

This super-lightweight vest gives you the comfort you want with the protection you need. The Magnum-Lite's ballistic "sandwich" is made exclusively from Akzo's ultra soft and lightweight Twaron material. Safariland's unique patented micro lamination design strengthens the panels. This additional reinforcement spreads the energy of an impact over a wider area, increasing the armor's resistance to life threatening backface deformation. Lightweight material combined with a sculptured, non-restricting fit allows excellent concealability and wearability. The unique shape of the **MAGNUM-LITE** provides excellent side protection, while at the same time allowing full and unrestricted movement of your arms in pursuit driving and combat shooting situations. Best of all, these features are brought to you in Safariland's most affordable vest. Compare IIA at \$599.95
Please specify Navy, White, Lt. Blue, or Tan when ordering

- BA022 Threat Level IIA.....\$329.950
- BA023 Threat Level II.....\$349.950
- BA024 Threat Level IIIA.....\$449.950
- BA028 Steel Trauma Insert Option, 5 x 8.....\$19.95
- BA029 Spectra Trauma Insert Option, 5 x 8.....\$39.95
- BA030 Washable Carrier.....\$49.95

Armor LV12A:MLM2AEC, LV12:MLM2EC, LV13A:MLM3AEC.

quantity 12 Total \$5399.40



Chest	Waist	Torso	Order Size
34-36	28-32	13"	Small Regular
38-40	32-36	13"	Medium Regular
38-40	32-36	14"	Medium Long
42-44	36-40	13"	Large Regular
42-44	36-40	14"	Large Long
46-48	40-44	13"	X-Large Regular
46-48	40-44	14"	X-Large Long

ABA
AMERICAN BODY ARMOR
AND EQUIPMENT, INC.

SERIES 1000 PLUS
BY AMERICAN BODY ARMOR



Designed to take advantage of all the superior properties of aramid fibers, the Series 1000 Plus combines outstanding ballistic protection with increased flexibility and wearability. The Series 1000 Plus is thin and lightweight for improved all day comfort. The six point adjustable poly/cotton carrier includes tails and allows for an optional trauma insert. The carrier is removable, and can be machine washed. For excellent comfort and ballistic performance at an incredible price, look no further than the ABA Series 1000 Plus.
Compare at \$500.00
Please specify cover color: Navy, White, Light Blue, or Tan

- BA039 Series 1000 Level IIA.....\$349.950
- BA040 Series 1000 Level II.....\$379.950
- BA041 Series 1000 Level IIIA.....\$479.950
- LV12A:1000P/2A-FRST, LV12:1000P/2-FRST, LV13A:1000P/3A-FRST
- Additional Carriers**.....\$59.95
- BA045\$59.95
- 1000/FRST/CARR

- Trauma Insert Option**
- BA043 Steel.....\$19.95
- BA044 Spectra.....\$39.95

Steel:PLATE 5x8ST, Spectra:PLATE 5x8SK

Quadra Exclusively



Exhibit "B"

Proposal

*Prepared Especially
for*

CITY OF PETAL, MISSISSIPPI
BOARD OF ALDERMAN, MAYOR AND CITY MANAGER

Submitted by
DAVID V. CUPPLES
Advantage Collection Service of Mississippi, Inc.
SUITE 211
3207 MAGNOLIA STREET
PASCAGOULA, MISSISSIPPI 39567
(228) 762-1997
JACKSON LOCATION
121 GEORGE WALLACE DR.
PEARL, MS 39288
(601) 939-3600

Exhibit "B"

Agency Organization

Advantage Collection Service of Mississippi, Inc. (ACS) was incorporated in 1994 by Harris Bell Williams, an attorney experienced in the collection field. Mr. Williams believed that the growth in the gulf area economy would provide the opportunity for a new collection business to succeed. With the resulting increase in service providers, he envisioned a need for a debt recovery organization characterized by excellence and professionalism.

As a result of the experience and expertise we have gained, ACS has contributed to our clients' bottom line recovery dollars for outstanding accounts. References are available upon request.

ACS is a member of the American Collectors Association (ACA) and Associated Collectors of Mississippi. Mr. Williams is an attorney licensed to practice in Mississippi and Alabama and a member of the Commercial Law League of America and is in good standing with the Mississippi and Alabama Bar.

Training

On-going training for employees is provided by regular departmental staff meetings where actual scenarios are discussed and recommendations for improvement of operational procedures are presented. Employees are encouraged to attend ACA sponsored seminars. All collectors receive training and are closely supervised while collecting accounts. Failure to maintain collection efforts within the legal guidelines results in termination.

Facilities and Equipment

ACS is located in the Hancock Bank Building in Pascagoula, Mississippi and also in the Pearl Chamber of Commerce Building located in Jackson, Mississippi.

Our work is fully automated on DebtNet Collection Software, and all computers are networked. Client account information can be transmitted to our office by paper or downloaded to a diskette or other automated data transfer. We have access to a computer consultant who can provide file transition services for clients that prefer a "paperless" data transfer.

The office is equipped with a voice recording system which records telephone conversations. Tapes are kept for 90 days and any calls that we consider noteworthy are retained indefinitely. Collectors' calls are reviewed for adherence to the Fair Debt Collection Practices Act (FDCPA) and client guidelines.

ACS carries Errors & Omission insurance through the *American Collectors Association*; all documentation sent to debtors is reviewed by an outside attorney specializing in collections for adherence to FDCPA guidelines.

Exhibit "B"

Services

ACS pledges that collection activities will be carried out in compliance with applicable federal, state and local laws.

Collected monies will be paid on a monthly basis and will be accompanied by an easy-to-read, detailed report of all funds received and posted during the month.

Accounts received by us will be acknowledged by submitting a listing showing name, account number and amount entered into our computer system for collection. We expect to receive accounts with adequate information for collection purposes. Adequate information should include, as available, a full name, social security number, date of birth and address.

We will use your account numbers (if provided) as reference numbers on your statement for continuity and ease of tracking. Otherwise, we will use our account numbers assigned to you to provide a listing for referencing.

ACS will provide clients full access to their accounts for review.

Although there are no guarantees in terms of the amount that can be collected on accounts referred, we do represent to you that all accounts will be "worked" to the fullest extent possible. We will use all tools available for finding debtors through the use of skip-tracing, reference publications, phone calls and the use of credit bureau reports.

We are building our reputation on a foundation of efficiency, punctuality and cutting-edge technological applications. We want to put these advantages to work on your accounts receivable.

Collection Procedure

Accounts are assigned to our staff of professional telephone collectors.

Basic third party collection techniques begin with a "Consumer Notice" (validation notice as required by law) notifying the consumer of the debt. Collectors are then assigned the accounts and begin attempting to reach each consumer by phone. In the event this is not possible or a positive response is not obtained, further procedures are initiated which may include recommending legal action.

Exhibit "B"

Rates

Our collection fee is on a contingency basis of 25% regular collections and 50% out of state of whatever is collected on your behalf. **The entire amount of delinquent payments collected shall be remitted to the city and shall not be reduced by any collection fees.**

Mississippi cities are authorized by Miss. Code Annotated 27-17-1 to add 25% to 50% as a surcharge to delinquent fines which are outsourced to collection agents. An Attorney General's opinion confirms that the surcharge may be added to fines which were assessed before the July 1, 1998 effective date of this amendment. This provision effectively shifts a large portion of the cost of recovery to the violator.

Accounts recalled will be considered payable under the contingency fee basis set above if payment is received on such account.

Payments which are accepted by your office should be reported directly to our office so account balances are kept accurate. Attempting to collect inaccurate account balances may have adverse legal consequences.

No arrangements should be made with the debtor any time after the account has been referred to ACS, unless the arrangements are substantial in proportion to the balance. All collection efforts by your agency would cease upon the referral of the account to us.

If a consumer incurs additional debts with the client, any payments received will be applied to the oldest accounts first.

All monies received by ACS as payment on creditors' accounts will be deposited in a trust account. Remittances will be made to you following the month the collection of funds was actually received. Funds will be remitted by the 10th of the following month, or in accordance with the statement.

Legal Department

ACS will recommend legal action on certain accounts where consumers are able but reluctant to pay your balance. We will, at your option, either request individual suit authorization or mark your file for blanket suit authorization. When necessary, we ask for a notarized statement and itemization of the account in question.

ACS may, on occasion, be required to have one of your representatives in court to testify as to the validity of your account. ACS has the option of utilizing Justice Court or an attorney to appear in Justice or County/Circuit court.

As your agent to recommend court action, ACS requires a signed assignment/authorization form where legal action is indicated.

Exhibit "B"

Agreement for Collection Services

AGREEMENT made this the _____ day of _____, 2000 between **CITY OF PETAL** (herein referred to a "Creditor), whose principal place of business is **PETAL, MS** and **Advantage Collection Service of Mississippi, Inc.** (hereinafter referred to as "Collector"), whose principal place of business is 3207 Magnolia Street, Suite 211, Pascagoula, Mississippi 39567.

WITNESSETH:

WHEREAS, Creditor desires, from time to time during the term of this Agreement, to submit to Collector for collecting certain claims, accounts or other evidences of indebtedness (hereinafter called "Claims"), and

WHEREAS, Collector desires to provide Creditor with collection services with respect to said claims and effective the _____ day of _____, 2000.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. Collector agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state and local laws.
2. Creditor hereby warrants that all claims forwarded to Collector will be valid and legally enforceable debts, and that Creditor will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws with respect thereto. Further, Creditor agrees to provide, whenever requested to do so by Collector, a written verification of a claim, a copy of the judgment, if any, on which a claim is based, and the name and address of the person or entity to whom the debt was originally owed, if different from Creditor.
3. If any court or competent jurisdiction shall find that any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect.
4. Creditor and Collector agree that all actions taken by Creditor and Collector pursuant to this Agreement shall be in accordance with the **TERMS AND CONDITIONS** set forth on the attached hereof. Said **TERMS AND CONDITIONS** have been signed by both parties and are hereby made a part of this Agreement as fully and effectually as if they were set forth herein, it shall be construed to include said **TERMS AND CONDITIONS**. This Agreement, including the **TERMS AND CONDITIONS**, contain the entire agreement between the parties hereto and cannot be amended or modified in any respect except by an amendment in writing signed by both parties.

Exhibit "B"

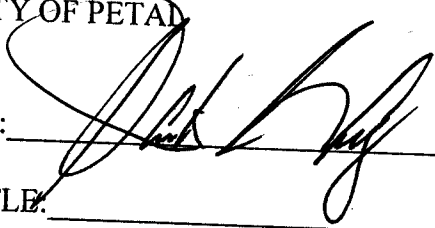
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

This agreement shall remain in effect for one year from the effective date.

CITY OF PETAL

BY: _____

TITLE: _____



ADVANTAGE COLLECTION SERVICE,
INC.

BY: _____

TITLE: _____

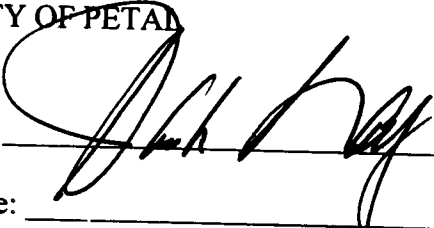
Exhibit "B"

Terms and Conditions

The parties agree as follows:

1. Creditor hereinafter grants the privilege of collection activity to ACS.
2. Collection rate charged will be on a contingency fee basis of 25% and 50% out of state. **The entire amount of delinquent payments collected shall be remitted to the city and shall not be reduced by any collection fees.**
 - A. Collector agrees to advance all attorney fees, court costs, constable fees, and garnishments costs.
 - B. Creditor agrees with collector that court cost, garnishment costs, constable fees, etc. will be recovered from any monies collected from the debtor in addition to principal sums owed.
 - C. Creditor agrees to furnish documentary proof of account where appropriate and notarized assignments are required when litigation is necessary.
 - D. **The bond or surety documents for the Collector is provided as by law. (See enclosed)**
3. Creditor agrees to the following rules and regulations with Collector.
 - A. **Delinquent payments collected shall be settled to the office or authority, which had authority and responsibility to collect such fees and fines originally.**
 - B. Creditor hereby agrees that no arrangements will be made with debtors at any time after account is referred for collection to Collector, unless a substantial portion of the balance is received.
 - C. Creditor agrees that no account or accounts will be canceled while in the process of payment or negotiation.
 - D. Creditor agrees that Collector will receive commission or fees whether accounts are paid to Creditor office or to Collector.
 - E. Creditor agrees that once an account is assigned to Collector, all collection efforts by Creditor shall stop.
 - F. This agreement will remain in effect for twelve months from the date of original signing.
 - G. **The city nor any officer or employee of the city shall be liable, civilly or criminally, for any wrongful or unlawful act or omission of any person or business with whom the city has contracted under the provisions of this act.**
4. Collector agrees to deposit all funds collected into an escrow account and that remittances will be made to Creditor following the month the collections of funds was actually received on referred accounts. Collector will remit to Creditor **all** funds received, by the 10th of the following month.

CITY OF PETAL

By:  _____
Date: _____

Advantage Collection Service Of
Mississippi, INC.

By: _____
Date: _____

Exhibit "D"

Zack Stewart
Northern District Commissioner

Dick Hall
Central District Commissioner

Wayne H. Brown
Southern District Commissioner



W. Hugh Long
Executive Director

James H. Kopf
Deputy Executive Director/
Chief Engineer

Mississippi Department of Transportation / P.O. Box 1850 / Jackson, Mississippi 39215-1850 Telephone (601) 359-7001 / FAX (601) 359-7110

April 23, 2001

Honorable Jack Gay
Mayor, City of Petal
P. O. Box 564
Petal, MS 39465-0564

SUBJECT: Local Surface Transportation Program Agreement

Dear Mayor Gay:

Enclosed for your execution is an amendment to the Local Surface Transportation Program Agreement that is currently in place between your city and the Mississippi Department of Transportation (MDOT). The current agreement allows the city to use federal Surface Transportation Program (STP) funds allocated to it each year. This amendment reflects changes in federal guidelines concerning audit responsibilities of recipients of STP funds.

This amendment should be executed and returned to the MDOT Planning Division by June 1, 2001. **Due to restrictions placed on MDOT, no projects currently in design stages may be authorized until such time that the amendment has been executed.**

Thank you for your cooperation in this matter

If you have any questions, please contact Mr. Robert Burt at telephone number: (601) 359-7685.

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Balentine". The signature is fluid and cursive.

William R. Balentine, P. E.
State Planning Engineer

WRB:RAB:lj

Enclosure

pc: Mr. Marlin D. Collier, Director, Office of Intermodal Planning

Exhibit "D"

AMENDMENT TO
LOCAL SURFACE TRANSPORTATION PROGRAM AGREEMENT
FOR
LOCAL PUBLIC AGENCY ROAD/STREET IMPROVEMENTS

This Amendment is made a part of that Agreement which was made and entered on September 24, 1996, by and between the Mississippi Transportation Commission, by and through the Executive Director of the Mississippi Department of Transportation (the Department), and the City of Petal, the Local Public Agency (LPA), for the purpose of establishing the agreed conditions under which the LPA may utilize Surface Transportation Program (STP) funds provided pursuant to the Intermodal Surface Transportation Efficiency Act (ISTEA) and subsequent acts.

WHEREAS, on the date aforementioned the Parties hereto agreed that certain procedures would be followed for maintaining project records in the event that an audit was needed; and

WHEREAS, the United States Office of Management and Budget issued its OMB Circular A-133 which imposed additional audit responsibilities for certain subrecipients of planning and research funds; and

WHEREAS, the Department and the LPA are obligated to comply with the terms of the said OMB Circular A-133 as a condition of receiving and distributing STP funds; and

Exhibit "D"

WHEREAS, in consideration of the mutual agreement of the Parties hereto to modify the original Agreement between them, the Mississippi Transportation Commission, having authorized the Executive Director to execute this Amendment on its behalf, and the LPA do by entering into this Amendment hereby mutually agree to amend the said Agreement as follows:

1. Paragraph XVIII. of the said Agreement is deleted in its entirety, and replaced with the following:

The LPA shall meet the audit requirements of OMB Circular A-133, *Audit of States, Local Governments and non-Profit Organizations*. An audit will be required in accordance with the said Circular if the LPA expends \$300,000.00 or more in federal funds during the LPA's fiscal year. If an audit is required, the audit report must be submitted to the Department within thirty (30) days after the receipt of the CPA's audit report or nine (9) months after the end of the audit period, whichever is earlier. In any event, project records will be maintained on file by the LPA for at least three (3) years from the date of payment of the final estimate and may be audited by representatives of the Department at any time. Department costs for any such audit will be charged to the project.

2. This Amendment shall be in effect from the date of the last execution hereof.

WITNESS this my signature in execution hereof, this the _____
day of _____, 2001.

MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR
OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

EXECUTIVE DIRECTOR

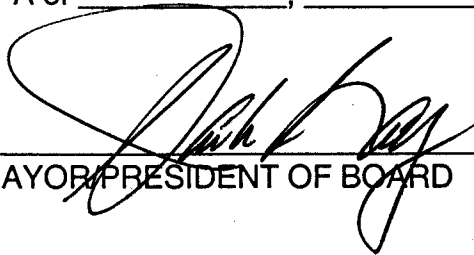
Exhibit "D"

ATTEST:

Secretary
Mississippi Department of Transportation

WITNESS this my signature in execution hereof, this the _____
day of _____, 2001.

LPA of _____, _____ County



MAYOR/PRESIDENT OF BOARD

ATTEST:

Clerk

Exhibit "E"

PROCLAMATION

WHEREAS, ^{MAY} April is the month in which the Confederate States began and ended a four year struggle; and

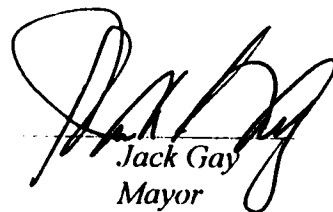
WHEREAS, on Confederate Memorial Day, we recognize those who served in the Confederacy; and

WHEREAS, IT IS IMPORTANT FOR ALL Americans to reflect upon our nation's past; to gain insight from our mistakes and successes; and, to come to a full understanding that the lessons learned yesterday and today will carry us through tomorrow if we carefully and earnestly strive to understand and appreciate our heritage;

NOW, THEREFORE, I, Jack Gay, Mayor of the City of Petal, hereby proclaim the month of ~~April, 2000~~ as

MAY, 2001 CONFEDERATE HERITAGE MONTH

In the City of Petal and encourage our citizens to join efforts to become more knowledgeable of the role of the Confederacy.


Jack Gay
Mayor

(SEAL)