

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 21, 2002 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR TONY PHILLIPS
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	WILLIE W HINTON JOE C MCMURRY, SR STEVE STRINGER WILLIAM A TRAVIS
OTHER PRESENT	CARL SCOTT KELLY/JEREMY GERLACK DAVID DUBARD ALLEN FLYNT DEBORAH REYNOLDS JO DOHERTY BEN BULLOCK

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

THE INVOCATION WAS OFFERED BY MAYOR TONY PHILLIPS.

THE PLEDGE OF ALLIGIANCE WAS RECITED.

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

- XI. ORDERS & ORDINANCES
6. REQUEST TO APPROVE THE MUTUAL AID AGREEMENT WITH SUNRISE AND MACEDONIA FIRE DEPARTMENT.
  7. RECOMMENDATION TO HIRE JAMES WATSON AS A LABORER IN THE WATER DEPARTMENT AT \$6.25 PER HOUR.
  8. RECOMMENDATION TO HIRE VAN TATE AS A LABORER IN THE WATER DEPARTMENT AT \$6.25 PER HOUR.
  9. RECOMMENDATION TO ACCEPT THE RESIGNATION LETTER OF SARA CARPENTER WITH THE PLANNING COMMISSION EFFECTIVE IMMEDIATELY.
  10. RECOMMENDATION TO ACCEPT THE RESIGNATION LETTER OF STEVE BAKER IN THE WATER DEPARTMENT EFFECTIVE MAY 24, 2002.
  11. RECOMMENDATION TO ACCEPT THE ANNIVERSARY RAISE OF TONY WYATT IN THE WATER DEPARTMENT AT \$500.00 ANNUALLY.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA AS AMENDED. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE MINUTES OF THE REGULAR MEETING OF MAY 7, 2002.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF MAY 7, 2002 OF THE MAYOR AND BOARD OF ALDERMEN BE ACCEPTED AS WRITTEN. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS CALLED FOR PUBLIC COMMENT. THERE WAS NONE.

THEREUPON, DAVID DUBARD ADDRESSED THE MAYOR AND BOARD ABOUT THE HOUSES BEING BUILT ON LEEVILLE ROAD BY DONNIE DOUGLAS. HE IS CONCERNED ABOUT THE FLOODING THIS MAY CAUSE FROM THE HOUSES BEING BUILT ALONG THE CREEK, SINCE THE CREEK ALREADY FLOODS. HE WOULD LIKE FOR THE CITY TO CLEAN OUT THE DITCH GOING FROM ROBINSON ROAD SOUTH.

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER FROM THE STATE OF MISSISSIPPI GOVERNOR'S OFFICE PROCLAIMING MAY 27, 2002 BE OBSERVED AS A LEGAL HOLIDAY.

SEE EXHIBIT "A"

STATE OF MISSISSIPPI

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO APPROVE THE HOLIDAY FOR MAY 27, 2002. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS REQUESTED APPROVAL TO ADVERTISE FOR BIDS FOR A SIX (6) MONTH TERM CONTRACT FOR ASPHALT/OVERLAY BEGINNING JULY 1, 2002.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR THE FOREGOING. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF APRIL, 2002.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF APRIL, 2002. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF APRIL, 2002.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF APRIL, 2002. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM THE RECREATION DEPARTMENT TO CONTRACT FOR A CELL PHONE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY TO CONTRACT UP TO \$35.00 PER MONTH AND ANYTHING OVER THAT AMOUNT, THE INDIVIDUAL USING THE PHONE WILL HAVE TO PAY THE BALANCE. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN WILLIE W HINTON  
ALDERMAN WILLIAM A TRAVIS

THEREUPON, THE VOTE HAVING BEEN TWO (2) FOR AND TWO (2) AGAINST THE RECREATION DEPARTMENT RECEIVING A CELL PHONE, THE MAYOR CAST A VOTE IN FAVOR OF THE RECREATION DEPARTMENT TO RECEIVE A CELL PHONE AND FOR THEM TO PAY ANYTHING OVER \$35.00 TO BREAK THE TIE VOTE; AND THEREFORE, THE MOTION HAVING RECEIVED THE AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBERS PRESENT, THE MAYOR DECLARED THE MOTION CARRIED.

WHEREAS, MAYOR PHILLIPS PRESENTED AN INVOICE FROM GALL'S IN THE AMOUNT OF \$73.17 THAT WAS OVERLOOKED IN PAYMENT.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO PAY THE INVOICE FROM GALL'S IN THE AMOUNT OF \$73.17. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM CHIEF AUBRA EVANS TO AMEND THE STANDARD QUALIFICATIONS FOR PROMOTING AND HIRING AND SPECIFICALLY AMENDING THE PAY SCALE FOR THE RANKS OF FIRST AND SECOND LIEUTENANTS ONLY.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO TAKE THIS UNDER ADVISEMENT. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM NEEL-SCHAFFER, INC TO PAY THE CITY OF PETAL PHASE II EPA STORMWATER, PROJECT #4668.01 IN THE AMOUNT OF \$1,461.41.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT AND APPROVE THE FOREGOING ESTIMATE OF \$1,461.41. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED TO THE BOARD THE SENIOR CITIZENS MEAL CONTRACT FROM THE PETAL SCHOOL DISTRICT FOR THE YEAR 2002-2003 IN WHICH THE CITY WILL PAY THE SCHOOL DISTRICT \$1.50 PER MEAL.

SEE EXHIBIT "B"

AGREEMENT FOR SENIOR CITIZEN MEALS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE CONTRACT WITH THE PETAL SCHOOL DISTRICT. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM SHAROLD FRANKLIN, COURT CLERK, TO ATTEND THE MML/MUNICIPAL COURT CLERKS ASSOCIATION SUMMER MEETING IN BILOXI, MS ON JUNE 23-25, 2002.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO AUTHORIZE THE COURT CLERK TO ATTEND THE CONFERENCE JUNE 23-25, 2002 AND TO PAY HER EXPENSES. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM POLICE CHIEF LEE SHELBOURN AND LT ROBIN KINSEY TO DEMOTE LT ROBIN KINSEY TO THE RANK OF SERGEANT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY, UPON THE RECOMMENDATION OF CHIEF SHELBOURN, TO DEMOTE LT ROBIN KINSEY TO SERGEANT.

IT IS HEREBY ORDERED THAT ROBIN KINSEY BE DEMOTED TO SERGEANT AND THAT HIS RATE OF PAY BE DECREASED TO \$24,100.00 ANNUALLY EFFECTIVE MAY 15, 2002.

SO ORDERED ON THIS THE 21<sup>ST</sup> DAY OF MAY, AD, 2002.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING SANIRELL "DINO" VINELLI AS A LABORER IN THE STREET DEPARTMENT EFFECTIVE MAY 28, 2002.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO HIRE A FULL-TIME LABORER IN THE STREET DEPARTMENT.

IT IS HEREBY ORDERED THAT SANIRELL "DINO" VINELLI BE HIRED AS FULL-TIME LABORER IN THE STREET DEPARTMENT AT A RATE OF \$6.25 PER HOUR EFFECTIVE MAY 28, 2002.

SO ORDERED ON THIS THE 21<sup>ST</sup> DAY OF MAY, AD, 2002.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING DEXTER BENDER AS GROUNDSKEEPER IN THE WATER DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO HIRE A FULL-TIME GROUNDSKEEPER.

IT IS HEREBY ORDERED THAT DEXTER BENDER BE HIRED AS A FULL-TIME GROUNDSKEEPER FOR THE CITY AT A RATE OF \$6.25 PER HOUR EFFECTIVE MAY 28, 2002.

SO ORDERED ON THIS THE 21<sup>ST</sup> DAY OF MAY, AD, 2002.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A RECOMMENDATION FROM DUSTY HODGES OF THE RECREATION DEPARTMENT, TO TRANSFER JUSTIN BELIVEAU FROM THE WATER DEPARTMENT TO THE RECREATION DEPARTMENT FOR PART-TIME SUMMER HELP.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO TRANSFER JUSTIN BELIVEAU FROM THE WATER DEPARTMENT AS GROUNDS KEEPER TO THE RECREATION DEPARTMENT AS SUMMER TIME HELP. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER INCREASING THE COURT CLERKS PAY, SHAROLD FRANKLIN, TO \$21,400.00.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO INCREASE THE COURT CLERK'S PAY TO \$22,400.00, DUE TO HER ANNUAL INCREASE.

IT IS HEREBY ORDERED THAT SHAROLD FRANKLIN'S PAY BE INCREASED TO \$22,400.00 ANNUALLY EFFECTIVE MAY 15, 2002.

SO ORDERED ON THIS THE 21<sup>ST</sup> DAY OF MAY, AD, 2002.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST THE MUTUAL AID AGREEMENT BY AND BETWEEN THE CITY OF PETAL, MISSISSIPPI AND SUNRISE VOLUNTEER FIRE DEPARTMENT.

SEE EXHIBIT "C"

MUTUAL AID AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR THE MUTUAL AID AGREEMENT BY AND BETWEEN THE CITY OF PETAL, MISSISSIPPI AND MACEDONIA VOLUNTEER FIRE DEPARTMENT.

SEE EXHIBIT "D"

MUTUAL AID AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING JAMES WATERS AS A LABORER IN THE WATER DEPARTMENT.

ORDER

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

IT IS HEREBY ORDERED THAT JAMES WATERS BE HIRED AS A LABORER IN THE WATER DEPARTMENT AT A RATE OF \$6.25 PER HOUR EFFECTIVE MAY 28, 2002.

SO ORDERED ON THIS THE 21<sup>ST</sup> DAY OF MAY, AD, 2002.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING VAN TATE AS A LABORER IN THE WATER DEPARTMENT.

ORDER

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

IT IS HEREBY ORDERED THAT VAN TATE BE HIRED AS A LABORER IN THE WATER DEPARTMENT AT A RATE OF \$6.25 PER HOUR EFFECTIVE MAY 28, 2002.

SO ORDERED ON THIS THE 21<sup>ST</sup> DAY OF MAY, AD, 2002.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE RESIGNATION OF SARA CARPENTER OF THE PLANNING COMMISSION EFFECTIVE MAY 21, 2002.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE RESIGNATION OF SARA CARPENTER EFFECTIVE MAY 21, 2002. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE RESIGNATION OF STEVE BAKER FROM THE WATER DEPARTMENT EFFECTIVE MAY 24, 2002.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE RESIGNATION OF STEVE BAKER FROM THE WATER DEPARTMENT EFFECTIVE MAY 24, 2002. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER INCREASING TONY WYATT'S PAY.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO INCREASE THE PAY OF TONY WYATT ON HIS ANNIVERSARY DATE OF MAY 5, 2002.

IT IS HEREBY ORDERED THAT TONY WYATT PAY BE INCREASED TO \$6.99 PER HOUR EFFECTIVE MAY 5, 2002.

SO ORDERED ON THIS THE 21<sup>ST</sup> DAY OF MAY, AD, 2002.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS STATED THAT ALDERMAN STRINGER HAS REQUESTED FOR AN EXECUTIVE SESSION.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO CLEAR THE ROOM IN ORDER TO DETERMINE IF AN EXECUTIVE SESSION IS NEEDED. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN WILLIAM A TRAVIS

WHEREAS, MAYOR PHILLIPS REOPENED THE MEETING.



THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS PERSONNAL MATTERS IN THE FIRE DEPARTMENT. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN WILLIAM A TRAVIS

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO ADJOURN. ALDERMAN STRINGER SECONDED THE MOTION.

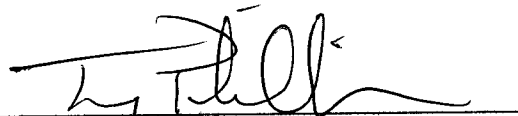
THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

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 21<sup>ST</sup> DAY OF MAY, AD, 2002.



TONY PHILLIPS  
MAYOR

(SEAL)

ATTEST:

  
JEAN ISHEE  
CITY CLERK

EXHIBIT "A"

**TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:**

WHEREAS, the Legislature has designated the last Monday in May as the day for the observance of **NATIONAL MEMORIAL DAY** and **JEFFERSON DAVIS' BIRTHDAY** and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

**MONDAY, MAY 27, 2002**

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 30th day of April, 2002.



*Eric Clark*

ERIC CLARK  
SECRETARY OF STATE  
STATE OF MISSISSIPPI

EXHIBIT "B"

AGREEMENT FOR SENIOR CITIZEN MEALS

This agreement is made and entered into by and between:  
THE PETAL SCHOOL DISTRICT/CHILD NUTRITION DEPARTMENT  
AND  
THE CITY OF PETAL

The PETAL SCHOOL DISTRICT agrees to the following regulations for serving lunches to SENIOR CITIZENS of Petal, and the CITY OF PETAL further agrees to the following regulations for reimbursement and payment for said SENIOR CITIZENS lunches.

The aforementioned regulations are as follows:

SENIOR CITIZENS meals will be served on Wednesday and Friday of each school session week except on specified school holidays. Said meals will be served at W L Smith Elementary School by the cafeteria staff.

SENIOR CITIZENS meals will be served by the PETAL SCHOOL DISTRICT beginning promptly at 10:00 a.m. on said days and those SENIOR CITIZENS participating will be completed with their meals before student serving time at 10:45 a.m. SENIOR CITIZENS participating will be responsible for picking up their lunch trays at the service line and taking the lunch trays to the dish room window upon completion of their meals.

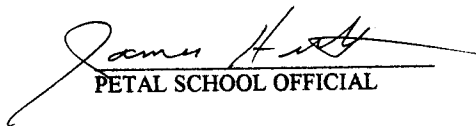
SENIOR CITIZENS menus will be the same as those served to the students of the PETAL SCHOOL DISTRICT. Said meals will meet the requirements as to nutritive value and content pursuant to the provisions of the Child and Adult Food Care Program Regulations.

SENIOR CITIZENS participating who wish to bring a guest (grandchildren, children, etc...) will be responsible for paying for said lunches directly to the Child Nutrition Cashier. These extra lunches will not be included in the total count for billing the CITY OF PETAL.

THE PETAL SCHOOL DISTRICT will submit a monthly billing to the CITY OF PETAL for the total number of SENIOR CITIZENS meals served during the specified month. A meal count will be conducted at the point of service of each meal. The rate for reimbursement to the PETAL SCHOOL DISTRICT is set at Two Dollars and Fifty cents (\$2.50) per SENIOR CITIZEN meal served. The CITY OF PETAL will pay one dollar and fifty cents (\$1.50) and each SENIOR CITIZEN will pay one dollar (1.00) per SENIOR CITIZEN meal. The CITY OF PETAL will reimburse the PETAL SCHOOL DISTRICT in accordance with said billed statement within ten (10) working days upon receipt of said statement of payment.

This agreement shall be effective from July 1, 2002 until May 23, 2003; it may be terminated by either party if at least 30 days notice is given in writing prior to the date of termination.

This agreement is witnessed and agreed upon by:

  
PETAL SCHOOL OFFICIAL

  
CITY OF PETAL OFFICIAL

\_\_\_\_\_  
Superintendent  
Title Date

\_\_\_\_\_  
Mayor  
Title Date

EXHIBIT "C"

MUTUAL AID AGREEMENT BY AND BETWEEN THE CITY OF PETAL,  
MISSISSIPPI, AND SUNRISE VOLUNTEER FIRE DEPARTMENT

WHEREAS, each of the parties hereto maintains equipment, apparatus and personnel for the fighting of fires and responding to related emergency occurrences for the protection of life and property within its own respective jurisdiction or service area; and

WHEREAS, since the respective jurisdictions of the parties to this Agreement are contiguous to one another, this Mutual Agreement for providing support services to one another in time of emergency would enhance the life and property protection for each and would be in the best interest of all citizens in the respective areas.

IT IS, THEREFORE, MUTUALLY AGREED by and between the undersigned parties as follows

- 1 Upon either party being dispatched to and its arrival at an emergency scene within its own jurisdiction, the senior officer on the scene shall assess the situation for the need for additional support and whether the opposite party to this Agreement is the nearest agency with the equipment and personnel needed. The notification to the dispatcher upon such arrival and initial assessment shall include, to the extent possible, identification of the structure involved, the extent of involvement, location, water availability, need for additional support and whether life or additional structures are in danger. If deemed necessary by the scene commander and requested through the dispatcher or otherwise, the assisting party, through its senior officer on duty, shall take the following action:
  - a Immediately determine if the requested apparatus, equipment and personnel can be spared in response to the call.
  - b If the requested apparatus, equipment and personnel can be spared, then such shall be immediately dispatched to the scene with instructions as to the mission, to the extent known.
  - c If the requested apparatus, equipment and personnel cannot be spared, immediate notification of such shall be transmitted to the requesting party and/or the requesting party's dispatcher.
- 2 The senior officer on the scene of the department having initial jurisdiction and requesting assistance shall assume full charge of the operation, unless he/she specifically requests a senior officer of the assisting department to assume scene command. Any transfer of scene command must be by mutual consent and communicated to other fire fighters on the scene. The relinquishment of scene command shall not relieve responsibility of the relinquishing officer, but shall place all control of the apparatus, equipment and personnel under the immediate supervision of the assisting scene command. Both responding departments shall act under direction of its own officers, who in turn shall receive directions from the scene command. No assisting unit, nor any of its personnel, shall leave the scene without notifying the scene command. Once the scene is secured, the scene command shall collect report data from each assisting department. The scene command shall endeavor to release the assisting department to return to its own jurisdiction at the earliest time possible. Additionally, if at any time during the process of calling for assistance under this Agreement it is determined that such assistance is no longer needed or necessary, the scene command shall immediately notify the dispatcher to cancel the support request in order that the supporting department may return to its own respective jurisdiction at the earliest time possible.
- 3 Each party to this Agreement shall be responsible for the cost and expenses of its own respective equipment, apparatus, vehicles and personnel, and for the cost and expenses of any damaged or destroyed property or personal injuries incurred by the responding department to a request for assistance under this Agreement. Further, each party hereby waives claims against the other for any and all losses which may occur under or during the performance of this Agreement.
- 4 This Agreement does not void any other mutual aid agreements made by either party with any other departments or governmental entities.
- 5 It is understood between the parties that the Mississippi State Rating Bureau has determined that in the event that 25% or more of Petal's total runs per year are outside the City, then the City would be required to provide an additional engine company for the City. Therefore, it is agreed that the City shall not be obligated by this Mutual Aid Agreement to respond to any calls in excess of the 25% limitation imposed by the Rating Bureau.
- 6 This Agreement shall be effective immediately upon its approval and execution by both parties and shall remain in effect until canceled by mutual agreement or after

EXHIBIT "C"

thirty (30) days written notice by either party to the other.

CITY OF PETAL, MISSISSIPPI

By: [Signature]  
Mayor

By: [Signature]  
Fire Chief

Date Approved by Petal Board of Aldermen: May 21, 2002

ATTEST:

[Signature]  
City Clerk

SUNRISE VOLUNTEER FIRE  
DEPARTMENT, INC.

By: [Signature]  
President

By: [Signature]  
Fire Chief

Date Approved by Fire Department: 6/10/02

ATTEST:

[Signature]  
Secretary

EXHIBIT "D"

MUTUAL AID AGREEMENT BY AND BETWEEN THE CITY OF PETAL,  
MISSISSIPPI, AND MACEDONIA VOLUNTEER FIRE DEPARTMENT

WHEREAS each of the parties hereto maintains equipment, apparatus and personnel for the fighting of fires and responding to related emergency occurrences for the protection of life and property within its own respective jurisdiction or service area, and

WHEREAS, since the respective jurisdictions of the parties to this Agreement are contiguous to one another this Mutual Agreement for providing support services to one another in time of emergency would enhance the life and property protection for each and would be in the best interest of all citizens in the respective areas

IT IS, THEREFORE, MUTUALLY AGREED by and between the undersigned parties as follows

Upon either party being dispatched to and its arrival at an emergency scene within its own jurisdiction, the senior officer on the scene shall assess the situation for the need for additional support and whether the opposite party to this Agreement is the nearest agency with the equipment and personnel needed. The notification to the dispatcher upon such arrival and initial assessment shall include, to the extent possible, identification of the structure involved, the extent of involvement, location, water availability, need for additional support and whether life or additional structures are in danger. If deemed necessary by the scene commander and requested, through the dispatcher or otherwise, the assisting party, through its senior officer on duty, shall take the following action:

- a. Immediately determine if the requested apparatus, equipment and personnel can be spared in response to the call.
- b. If the requested apparatus, equipment and personnel can be spared then such shall be immediately dispatched to the scene with instructions as to the mission, to the extent known.
- c. If the requested apparatus, equipment and personnel cannot be spared immediate notification of such shall be transmitted to the requesting party and/or the requesting party's dispatcher.

The senior officer on the scene of the department having initial jurisdiction and requesting assistance shall assume full charge of the operation, unless he/she specifically requests a senior officer of the assisting department to assume scene

command. Any transfer of scene command must be by mutual consent and communicated to other fire fighters on the scene. The relinquishment of scene command shall not relieve responsibility of the relinquishing officer, but shall place all control of the apparatus, equipment and personnel under the immediate supervision of the assisting scene command. Both responding departments shall act under direction of its own officers, who in turn shall receive directions from the scene command. No assisting unit, nor any of its personnel, shall leave the scene without notifying the scene command. Once the scene is secured, the scene command shall collect report data from each assisting department. The scene command shall endeavor to release the assisting department to return to its own jurisdiction at the earliest time possible. Additionally, if at any time during the process of calling for assistance under this Agreement it is determined that such assistance is no longer needed or necessary, the scene command shall immediately notify the dispatcher to cancel the support request in order that the supporting department may return to its own respective jurisdiction at the earliest time possible.

3 Each party to this Agreement shall be responsible for the cost and expenses of its own respective equipment, apparatus, vehicles and personnel, and for the cost and expenses of any damaged or destroyed property or personal injuries incurred by the responding department to a request for assistance under this Agreement. Further, each party hereby waives claims against the other for any and all losses which may occur under or during the performance of this Agreement.

4 This Agreement does not void any other mutual aid agreements made by either party with any other departments or governmental entities.

5 It is understood between the parties that the Mississippi State Rating Bureau has determined that in the event that 25% or more of Petal's total runs per year are outside the City, then the City would be required to provide an additional engine company for the City. Therefore, it is agreed that the City shall not be obligated by this Mutual Aid Agreement to respond to any calls in excess of the 25% limitation imposed by the Rating Bureau.

6 This Agreement shall be effective immediately upon its approval and execution by both parties and shall remain in effect until canceled by mutual agreement or after

EXHIBIT "D"

thirty (30) days written notice by either party to the other.

CITY OF PETAL, MISSISSIPPI

By: [Signature]  
Mayor

By: [Signature]  
Fire Chief

Date Approved by Petal Board of Aldermen: May 21, 2002

ATTEST:

[Signature]  
City Clerk

MACEDONIA VOLUNTEER FIRE  
DEPARTMENT, INC.

By: [Signature]  
President

By: [Signature]  
Fire Chief

Date Approved by Fire Department: June 14, 2002

ATTEST:

[Signature]  
Secretary

**THIS PAGE**

**LEFT BLANK**

**INTENTIONALLY!**