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 DECEMBER 6, 2005 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT.

MAYOR CARL SCOTT

CITY ATTORNEY

THOMAS W TYNER

ALDERMEN

DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER

OTHERS

MIKE LEE

BUDDY REYNOLDS SHELIA EATON ROB EDDY TONY READY B C LEWIS

AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY BRO JERRY DOGGETT.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE AGENDA.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE AGENDA AS WRITTEN. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MINUTES OF THE REGULAR MEETING OF NOVEMBER 15, 2005, SPECIAL MEETING OF NOVEMBER 17, 2005, SPECIAL MEETING OF NOVEMBER 28, 2005 AND SPECIAL MEETING OF NOVEMBER 28, 2005.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF NOVEMBER 15, 2005, SPECIAL MEETING OF NOVEMBER 17,2005, SPECIAL MEETING OF NOVEMBER 28, 2005 BE ADOPTED AS WRITTEN. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT CALLED FOR PUBLIC COMMENT.

WHEREAS, MAYOR SCOTT PRESENTED THE APPROVAL TO ADVERTISE FOR BIDS ON REPAIRS TO CITY HALL, RECREATION DEPARTMENT, FIRE STATION #2 AND CIVIC CENTER.

THEREUPON, ALDERMAN MOORE MADE A MOTION FOR THE CITY CLERK TO ADVERTISE FOR BIDS ON REPAIRS TO CITY HALL, RECREATION DEPARTMENT, FIRE STATION #2 AND CIVIC CENTER. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT REQUESTED APPROVAL TO ADVERTISE FOR BIDS FOR A SIX (6) MONTH TERM CONTRACT FOR ASPHALT/ASPHALT OVERLAY BEGINNING JANUARY 1, 2006.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION FOR THE CITY CLERK TO ADVERTISE FOR ASPHALT/ASPAHLT OVERLAY FOR A SIX (6) MONTH TERM BEGINNING JANUARY 1, 2006. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR ONE NEW 25-TON SLANT NECK LOW BOY.

SEE EXHIBIT "A"

BIDS

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO TAKE UNDER ADVISEMENT. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR ONE USED 1998 OR NEWER TRUCK TRACTOR W/FIFTH WHEEL, TANDEM AXLE, MIN WHEELBASE 157" AND DAY CAB.

SEE EXHIBIT "B"

BIDS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TAKE UNDER ADVISEMENT. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR ONE NEW

HIGH COMPACTION REAR LOADER COLLECTION VEHICLE INCLUDING CHASSIS 25 CUBIC YARD OR GREATER.

SEE EXHIBIT "C"

BIDS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TAKE UNDER ADVISEMENT. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR ONE NEW SKID STEEL CAT 277B OR EQUIVALENT.

SEE EXHIBIT "D"

BIDS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TAKE UNDER ADVISEMENT. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, MIKE LEE ADDRESSED THE MAYOR AND BOARD OF ALDERMEN TO DISCUSS THE TREE ORDINANCE AND SIGN ORDINANCE.

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROOFS OF PUBLICATION TO THE BOARD:

- 1. * ORDINANCE 1979(42-A172)
- 2. ORDINANCE 1974(2-B)
- 3. RESOLUTION DECLARING INTENTION TO ISSUE COMBINED WATER AND SEWER BOND
- 4. PUBLIC NOTICE-ZONING HEARING PROPERTY LOCATED ON HWY 42
- 5. PUBLIC NOTICE-ZONING HEARING PROPERTY LOCATED ON HWY 42
- 6. PUBLIC NOTICE-ZONING HEARING PROPERTY LOCATED ON HWY 42
- PUBLIC NOTICE-ZONING HEARING PROPERTY LOCATED AT 111 W TH AVENUE
- 8. NOTICE TO BIDDERS-BANK BIDS
- 9. NOTICE TO BIDDERS-TRIPLE COMBINATIONS PUMPER
- 10. ORDINANCE 1982(54-A3)
- 11. NOTICE TO BIDDERS-ONE NEW SKID STEEL CAT 277B OR EQUIVALENT
- 12. NOTICE TO BIDDERS-ON NEW 25 TON SLANT NECK LOW BOY
- 13. NOTICE TO BIDDERS-ONE USED 1998 OR NEWER TRUCK TRACTOR W/FIFTH WHEEL, TANDEM AXLE, MIN WHEELBASE 157"DAY CAB
- 14. NOTICE TO BIDDERS-ONE NEW HIGH COMPACTION REAR LOADER COLLECTION VEHICLE INCLUDING CHASSIS 25 CUBIC YARD OR GREATER
- 15. NOTICE TO BIDDERS-REMODELING OF CITY HALL

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR A VARIANCE HEARING TO BE SET FOR CHARLES GRIGGS LOCATED AT 111 W 5TH AVENUE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET THE VARIANCE HEARING FOR DECEMBER 13, 2005 AT 7:00 P.M. FOR CHARLES GRIGGS' PROPERTY LOCATED AT 111 W 5TH AVENUE. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE RECOMMENDATION OF THE VARIANCE COMMITTEE TO GRANT PLACEMENT OF A STORAGE BUILDING AT 104 RICHTON DRIVE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RECOMMENDATION OF THE VARIANCE COMMITTEE TO GRANT PLACEMENT OF A STORAGE BUILDING AT 104 RICHTON DRIVE. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE RECOMMENDATION OF THE PLANNING COMMISSION TO DENY THE REZONE OF PROPERTY LOCATED AT 1227-1233 HWY 42 (WEST OAKS SHOPPING CENTER).

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO DENY THE REZONE OF PROPERTY LOCATED AT 1227-1233 HWY 42 (WEST OAKS SHOPPING CENTER). ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM THE PLANNING COMMISSION TO ALLOW AN ENVIRONMENTALLY FRIENDLY DRY CLEANER IN C-1 ZONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TAKE THIS UNDER ADVISEMENT TO GET MORE INFORMATION ON AN ENVIRONMENTALLY FRIENDLY DRY CLEANER. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM POLICE CHIEF LEE SHELBOURN TO CONDUCT ROADBLOCK/SOBRIETY CHECKS ON SATURDAY, DECEMBER 10, 2005.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE POLICE CHIEF LEE SHELBOURN TO CONDUCT ROADBLOCKS/SOBRIETY CHECKS ON SATURDAY, DECEMBER 10, 2005. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM ASSISTANT CHIEF DON SEALY TO PURCHASE EUTHANIZATION MEDICINE TO BE KEPT AT THE PETAL ANIMAL CLINIC AND BE UTILIZED BY THE ANIMAL WARDEN.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION FOR ASSISTANT CHIEF DON SEALY TO AUTHORIZE THE PETAL ANIMAL CLINIC TO PURCHASE THE EUTHANIZATION MEDICINE TO BE UTILIZED BY THE ANIMAL WARDEN ONLY WHEN THERE IS A SPECIAL NEED FOR THIS APPROACH. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MUTUAL AID AGREEMENT BETWEEN THE CITY OF PETAL AND SUNRISE VOLUNTEER FIRE DEPARTMENT.

SEE EXHIBIT "E"

MUTUAL AID AGREEMENT SUNRISE VOLUNTEER FIRE DEPARTMENT

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE CLAIMS DOCKET #83725-84134 OF TH CITY OF PETAL GENERAL FUND AND THE CITY OF PETAL WATER AND SEWER FUND.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO PAY CLAIMS #83725-84134 OF THE CITY OF PETAL GENERAL FUND AND THE CITY OF PETAL WATER AND SEWER FUND. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED ESTIMATE #6 IN THE AMOUNT OF \$86,439.00 FROM JAY-VAN FOR PAYMENT ON FIRESTATION #3.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT ESTIMATE #6 FOR BUILDING OF FIRESTATION #3 FROM JAY VAN IN AMOUNT OF \$86,439.00. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #310 FROM GRIFFIN ARCHITECTURE IN THE AMOUNT OF \$874.50 FOR DESIGN SERVICES ON FIRESTATION #3.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO PAY INVOICE #310 FROM GRIFFIN ARCHITECTURE IN THE AMOUNT OF \$874.50 FOR DESIGN SERVICES ON FIRESTATION #3. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM FIRE CHIEF RICHARD BRYANT TO ATTEND THE MID WINTER CONFERENCE IN OXFORD, MS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE FIRE CHIEF RICHARD BRYANT TO ATTEND THE MID WINTER CONFERENCE IN OXFORD, MS JANUARY 11-14, 2006 AND TO PAY HIS EXPENSES. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM CITY CLERK JEAN ISHEE TO ATTEND THE MML MID WINTER LEGISLATIVE AND TRAINING CONFERENCE IN JACKSON, MS JANUARY 24-26, 2006.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE CITY CLERK JEAN ISHEE TO ATTEND THE MML MID WINTER LEGISLATIVE AND TRAINING CONFERENCE IN JACKSON, MS JANUARY 24-26, 2006 AND TO PAY HER EXPENSES. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR THE MAYOR AND ALDERMEN TO ATTEND THE MML MID WINTER LEGISLATIVE AND TRAINING CONFERENCE IN JACKSON, MS JANAUARY 24-26, 2006.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE MAYOR AND ALDERMEN TO ATTEND THE MML MID WINTER LEGISLATIVE AND TRAINING CONFERENCE IN JACKSON, MS JANUARY 24-26, 2006 AND TO PAY THEIR EXPENSES. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING RESOLUTION:

SEE EXHIBIT "F"

RESOLUTION '

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT REQUESTED AN EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO CLEAR THE ROOM TO DETERMINE IF AN EXECUTIVE SESSION IS REQUIRED. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

MAYOR SCOTT REOPENED THE MEETING.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THERE WAS NO OFFICIAL ACTION TAKEN DURING THE EXECUTIVE SESSION.

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE LETTER OF RESIGNATION OF JEFFERY ESTERS IN THE SANITATION DEPARTMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF JEFFERY ESTERS FROM THE SANITATION DEPARTMENT EFFECTIVE IMMEDIATELY. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO REPAIR A DRIVEWAY ON CARTERVILLE ROAD.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO REPAIR A DRIVEWAY ON CARTERVILLE ROAD AFTER A CAR HIT THE MANHOLE COVER AND DAMAGED THE DRIVEWAY. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON ALDERMAN KAY FAIRLEY ALDERMAN JAMES MOORE

ALDERMAN STEVE STRINGER

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 6^{TH} DAY OF DECEMBER 2005.

CARL SCOTT

(SEAL)

ATTEST:

JEAN ISHEE CITY CLERK

EXHIBIT "A"

e-2002 INE 11:548W ID:

DEC-6-2005 11:50A FROM:

TQ:6627265081

F:1 1

SUPPLIER BID FORM

Name of Bloder: . Trailboss Trailers, Inc.	
Address of Bidder: 15560 Hwy 45 Magon, MS 30341	
Make of Unit: Trailboss	
Model of Unit KR42TBA	
tack price of New Unit	
36 month lease payment	
48 month losse payment	
Balloon payment	
Guaranteed buy back @ 36 months or 5000 hours	
Warrenty (Enclose copy)	
Labor rate for non warranty work	
Distance from nearest facility	
Oclivery Date. 45 days after receipt of purchase order	
Exceptions and Juntification to Specifications	
anneaming Gene Moore Co. Marie	

EXHIBIT "B"

36 month lease payment
48 month lease payment\$ Balloon payment\$
60 month lease payment.
Balloon payment
Charanteed buy back @ 48 months or 6000 hours
Interest rate (APR)% 36Month @% 48 Month @% 60Month @% Warranty (Enclose copy)
Labor rate for non warranty work(by hour)\$ Travel mileage rate(per mile)\$
Distance from nearest facility
Delivery Date 3 DAYA FROM RECEIPT OF P.O.
Exceptions and Justification to Specifications
Representative
() loves
Jimmy J. JONES
·
SUPPLIER BID FORM
Name of Bidder: EMPIRE TRUCK SALES, LLC Address of Bidder: 7000 Hwi 49 NORTH HATTIESBURG, MS Make of Ilnit: MACK DAY CAB 39402
Make of Unit: MACK DAY CAB 39402
Model of Unit: 2002 MoDEL RD 688
Lease price of New Unit
36 month lease payment
48 month lease payment
60 month lesse payment
Guaranteed buy back @ 36 months or 5000 hours
Interest rate (APR)% 36Month @% 48 Month @% 60Month @% Warranty (Enclose copy)
Labor rate for non warranty work
Distance from nearest facility. Six Miles.
Delivery Date 3 DAYS FROM Receipt OF LO
Exceptions and Justification to Specifications
manufacture of the state of the

SUPPLIER BID FORM

Name of Bidder: EMPIRE TRUCK SALES LLC

Address of Bidder: 7000 Hwy 49, NORTH HATTLESKURG, MS

Make of Unit: STERLING DAY CAIS 39402

SUPPLIER BID FORM

Name of Bidder: Empire TRUCK SALES (L.C.) Address of Bidder: 7000 Hw 49, North HATTIESburg, MS 394
Address of Bidder: 7000 HWY 49 NORTH HATTLESBURG, MS 394
Make of Unit: FORD DAY CAIS
Model of Unit: 1998 Manel AT 95/3
bases price of New Unit
36 month lease payment
48 month lease psyment
60 month lease payment. \$
Guaranteed buy back @ 36 months or 5000 hours\$ Guaranteed buy back @ 48 months or 6000 hours\$ Guaranteed buy back @ 60 months or 7500 hours\$
Interest rate (APR).% 36Month @ % 48 Month @ % 60Month @ % Warranty (Enclose copy)
Labor rate for non warranty work
Distance from nearest facility. S.LXML/Le.S
10 Days Francisch of AO
Delivery Date 10 DAYS FROM RECEIPT OF P.D.
Delivery Date
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EXHIBIT "C"

SUPPLIER BID FORM	SUPPLIER NID FORM
Name of Bidder Ingran Equipment Cauc	New of Miller Ingram Equipment Ca. LLC
Address of Bidder 11 Mounce Desir Peters AL 35124	Address of Henrice Drive Pelham, AL 35100
Make of Unit HEZL Freight lines	Metarus Hex Troublines
Model of Unit 10F5000 2005 Frenchtiner M2	HOME PURE TOFSCOO 2005 Freightliner M2
Lease price of New Unit	Lease price of New Unit
36 month lease payment.	36 month lone payment
So moom some payment. Balloon payment. 48 mooth lease payment.	\$3.541.37
8 Maileon payment	24 mark least payment. Parlices payment. \$2,0745.74.
60 mosth lesse payment. \$202.2	66 mark hare payment
	e .sla
Guaranteed buy back @ 36 months or 5000 hours	Communication bury back © 36 annuation or 5000 broats. Outstrained bury back © 48 annuation or 6000 broats. Communication bury back © 69 manufact or 7500 broats. 3. 10 ft.
The state of the s	
Warranty (Enclose copy)	Wanter (Market Copy)
m.c.=	Labor son for non warmely work. (by hour) Section Tool to Thread addings note. (by male) Section could perform
Total Stiller Committee Co	ق- ديد عال سيالة على - 5
Distance from merces facility	Distance from necessification He Nices burgard No. 1 He Nices burga
Delivery Date. (at) 2 Death of Baselier o	
Exceptions and Instiffcation to Specifications	Properties and Surgification to Specifications 10070
The body of meets bid requiemeds 100%	The body Charcia mosts the specialist
- In In	- Russalida
Representative	Marie Straff
arandonor amudina mender decori en er	s con had corrections. Immingration quickly
Cuche No. Of	
Quote No.00	SUPPLIER BED FORM
Guety No. 05	SUPPLIER BED FORM
SUPPLIER BID FORM me of Blidder: Ing case Equipment Co., LLC	SUPPLIER BED FORM Name of Bloker Engineer Co., LLC
SUPPLIER BID FORM Togram Equipment Co., LLC Stress of Bidder 1/ Manior Drive Pelham AL 3602	SUPPLIER BED FORM Name of Bidder Togrom Equipment Co., LLC Address of Bidder 11 Honoro Draw Pelboro, RL 25/24
Guate No.05 SUPPLIER BID FORM The of Bidder I agram Equipment Co., LLC Stress of Bidder 11 Marcox Drive Petham AL 35.021 also of Units Hery Sterling	SUPPLIER BED FORM News of Billier Ingram Equipment Co., LLC Address of Billier II Honora Drive Pellonon, AL 35 AV.
SUPPLIER BID FORM The of Bidder Ingram Equipment Co., LLC Stress of Bidder: 11 Hongor Drive Petham. At 35124 also of Unit: 14224 Steeling Good of Unit: DEPSOOD 2006 Steeling Referra	SUPPLIER BED FORM SUPPLIER BED FORM Supplier of Bloom Ingrom Equipment Co., LLC Address of Bloom I Honoro Draw Pellonno, BL 35 Ay Man of Unit Hery I International Media of Unit Power Tray Commercial Sony International
SUPPLIER BID FORM me of Bidder: I Degram Equipment Co. LLC when of Bidder: I Harra Equipment Co. LLC when of Bidder: I Harra Equipment Co. LLC when of Unit: Lexa Steeling and of Unit: Depart Source Steeling Reference and price of New Unit	SUPPLIER BED FORM Name of Bilder Ingram Equipment Co., LLC Address of Bilder: 11 Honora Drive Pellonon, AL 35-134 Made of Unit: 14-15 - Turberrational Model of Unit: Power Trail Commercial 2014 International Less price of New Units.
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EXHIBIT "D"



CATERPILLAR'

Bid Proposal

TO: The City of Petal

BY: Paul LaFleur

DATE: December 6, 2005

DESCRIPTION OF EQUIPMENT	PRICE
(1) Caterpillar 277B Multi Terrain Loader	\$ 43,305.00
(1) 92" 6 Way Dozer Blade	\$ 4,900.00
(1) 78" Industrial Grapple Bucket	\$ 4,340.00
(1) 72" General Purpose Bucket	\$ 1,098.00
(1) 48" Set Pallet Forks	\$ 918.00
TOTAL:	\$ 54,561.00
GUARANTY BUYBACK:	ţ.
36 Month	\$ 21,500.00
48 Month	\$ 16,500.00
60 Month	\$ 12,000.00

EXHIBIT "E"

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 shell 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 shell 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:
 - 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 cons communicated to other fire fighters on the scene. The relinquish and shall not relieve responsibility of the relinquishing officer, but shall place tus, equipment and personnel under the imm all control of the appear ision of the assisting scene command. Both responding departments shall act under direction of its own officers, who in turn shall receive directions from the and. No assisting unit, nor any of its personnel, shall leave the scene without notifying the scene command. Once the scene is secured, the scene and shall collect report data from each assisting department. The scene command shall endeavor to release the assisting department to return to its own juriediction 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 sistance is no longer needed or necessary, the scene command shall idiately 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.

- Each party to this Agraement 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 personnel injuries incurred by the responding department to a request for assistance under this Agraement. 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.
- 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 he 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

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

CITY OF PETAL, MISSISSIPPI

Date Approved by Petal Board of Aldermea: Occumber 6, 4005

Lean Lahu

SUNRISE VOLUNTEER FIR

By: Janua 4. Refer

Date Approved by Fire Department: //- 29-05

ATTEST:

EXHIBIT "F"

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