

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON JANUARY 15, 2008 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 LIESA WEAVER
OTHERS	ANN CLARK B C LEWIS E L PORTER BILLY KING AUBRA EVANS AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY RODNEY SESSIONS.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

VII. BIDS & QUOTES

2. REQUEST TO ACCEPT QUOTE FROM SHOWS, DEARMAN & WAITS, INC FOR EASEMENT CONTRACT UP TO \$50,000.00.

IX. GENERAL BUSINESS

5. REQUEST TO ACCEPT THE RESIGNATION OF OFFICER GREGORY ORGERON EFFECTIVE JANUARY 15,2008.
6. OMIT
18. REQUEST TO ADVERTISE FOR CITY UNIFORMS.
19. REQUEST TO PROCEED WITH BICYCLE TRAIL DESIGN.
20. REQUEST TO PROCEED WITH BYRD PARKWAY PER AGREEMENT WITH CURRIE ESTATES.

XI. ORDERS & ORDINANCES

3. OMIT
7. REQUEST TO HIRE HOWARD CHANDLER AS A 1ST CLASS PATROL OFFICER EFFECTIVE JANUARY 30, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE AGENDA WITH THE FOREGOING CHANGES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MINUTES OF THE REGULAR MEETING OF JANUARY 2, 2008 AND THE SPECIAL MEETING OF JANUARY 7, 2008.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE MINUTES OF THE REGULAR MEETING OF JANUARY 2, 2008 AND THE SPECIAL MEETING OF JANUARY 7, 2008. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

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ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT CALLED FOR PUBLIC COMMENT.

THEREUPON, AUBRA EVANS ADDRESSED THE MAYOR AND BOARD OF ALDERMEN ABOUT THE FIRE STATION CITY 8TH AVENUE. HE WOULD LIKE TO KNOW WHEN IT WILL BE FINISHED BECAUSE OF THE RESPONSE TIME FROM FIRE STATION #2 AND #3 ON THIS SIDE OF TOWN.

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR PROCEEDED TO PUBLICLY OPEN THE BIDS FOR A SKID STEER.

SEE EXHIBIT "A"

BIDS

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED QUOTE FROM SHOWS, DEARMAN, & WAITS, INC FOR EASEMENT CONTRACT UP TO \$50,000.00

SEE EXHIBIT "B"

QUOTE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE QUOTE FROM SHOWS, DEARMAN, & WAITS, INC FOR EASEMENT CONTRACT UP TO \$50,000.00. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE BIDS ON CRANE SERVICE TRUCK.

SEE EXHIBIT "C"

BIDS

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE QUOTE FROM TRUCK EQUIPMENT IN THE AMOUNT OF \$98,812.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE BIDS FOR THE SKATE PARK.

SEE EXHIBIT "D"

BIDS

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE SKATE PARK BID FROM CALIFORNIA SKATEPARKS, INC IN THE AMOUNT OF \$316,000.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

ALDERMAN STEVE STRINGER

WHEREAS, MAYOR SCOTT PRESENTED THE BIDS FOR TRAILER MOUNTED ROAD REPAIR MACHINE.

SEE EXHIBIT "E"

BIDS

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE BID FROM DURACO, INC IN THE AMOUNT OF \$49,485.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ADVERTISE FOR SCHOOL BOARD MEMBER.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR SCHOOL BOARD MEMBER FOR A TERM OF FIVE YEARS TO END MARCH 2013. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ADVERTISE FOR METER READER IN THE WATER DEPARTMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR METER READER IN THE WATER DEPARTMENT. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO REFUND SHANNON ALLEN \$35.00 FOR OVERPAYMENT ON WATER BILL.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REFUND SHANNON ALLEN \$35.00 FOR OVERPAYMENT ON WATER BILL. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE RESIGNATION OF STEVEN STROWGER, JR IN THE WATER DEPARTMENT EFFECTIVE JANUARY 9, 2008.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE RESIGNATION OF STEVEN STROWGER, JR IN THE WATER DEPARTMENT EFFECTIVE JANUARY 9, 2008. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE RESIGNATION OF OFFICER GLEN ORGERON IN THE POLICE DEPARTMENT.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ACCEPT THE RESIGNATION OF OFFICER GLEN ORGERON EFFECTIVE JANUARY 15, 2008. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE REVENUE AND EXPENDITURES REPORT FOR THE MONTH OF NOVEMBER 2007.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURES REPORT FOR THE MONTH OF NOVEMBER 2007. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED COST REPAIR FROM TUBB EQUIPMENT FOR BACKHOE REPAIR IN THE STREET DEPARTMENT IN THE AMOUNT OF \$5,910.07.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE TUBB EQUIPMENT TO REPAIR THE TRANSMISSION IN THE BACKHOE IN THE AMOUNT OF \$5,910.07. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO CONTRACT WITH PUCKETT MACHINERY TO RENT A BACKHOE IN THE AMOUNT OF \$1,500.00 PER MONTH.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO CONTRACT WITH PUCKETT MACHINERY TO RENT A BACKHOE IN THE AMOUNT OF \$1,500.00 PER MONTH. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #2 FROM SAMPLE & ASSOCIATES, INCORPORATED FOR CDBG IN THE AMOUNT OF \$3,000.00.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #2 TO SAMPLE & ASSOCIATES, INCORPORATED FOR THE CDBG GRANT IN THE AMOUNT OF \$3,000.00. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A MONTHLY REPORT FROM THE MISSISSIPPI VEHICLE INSPECTION DEPARTMENT IN THE AMOUNT OF \$70.00 FOR INSPECTION STICKERS.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE TO THE MISSISSIPPI VEHICLE INSPECTION DEPARTMENT IN THE AMOUNT OF \$70.00 FOR THE INSPECTION STICKERS DONE DURING THE MONTH OF DECEMBER 2007. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE FROM THE U S POST OFFICE FOR \$175.00 TO RENEW PRESORTED MAIL PERMIT FOR THE WATER DEPARTMENT.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE FROM THE U S POST OFFICE FOR \$175.00 TO RENEW PRESORTED MAIL PERMIT FOR THE WATER DEPARTMENT. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #23190 FROM INTERNATIONAL CONFERENCE OF POLICE CHAPLAINS FOR BRO JIMMIE GARRARD IN THE AMOUNT OF \$125.00.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #23190 TO INTERNATIONAL CONFERENCE OF POLICE CHAPLAINS FOR BRO JIMMIE GARRARD IN THE AMOUNT OF \$125.00. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROOFS OF PUBLICATION:

A. PUBLIC NOTICE 285 LEEVILLE ROAD

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO TRANSFER THE FORD TAURUS, VIN #1FAPP53U52A147404, FROM THE BUILDING DEPT TO THE FINANCIAL DEPARTMENT.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO TRANSFER THE FORD TAURUS, VIN #1FAPP53U52A147404, FROM THE BUILDING DEPARTMENT TO THE FINANCIAL DEPARTMENT EFFECTIVE JANUARY 16, 2008. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO TRANSFER 2006 GMC CANYON, VIN #1GTCS196968244986, FROM THE BUILDING DEPARTMENT TO THE POLICE DEPARTMENT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO TRANSFER THE 2006 GMC CANYON, VIN #1GTCS196968244986, FROM THE BUILDING DEPARTMENT TO THE POLICE DEPARTMENT TO BE USED BY THE CODE ENFORCER. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ADVERTISE FOR CITY UNIFORMS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR CITY UNIFORMS. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO PROCEED WITH THE BICYCLE TRAIL DESIGN WITH SHOWS, DEARMAN, & WAITS, INC.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO PROCEED WITH THE BICYCLE TRAIL DESIGN WITH SHOWS, DEARMAN & WAITS INC. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY

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ALDERMAN JAMES MOORE
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN STEVE STRINGER

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO PROCEED WITH BYRD PARKWAY PER AGREEMENT WITH CURRIE ESTATES.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO PROCEED WITH BYRD PARKWAY PER AGREEMENT WITH CURRIE ESTATES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

ALDERMAN KAY FAIRLEY

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR JERRY BESTER TO ATTEND WATER & POLLUTION CONTROL CLASS IN JACKSON, MS FEBRUARY 4-7, 2008.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE JERRY BESTER TO ATTEND THE WATER & POLLUTION CONTROL CLASS IN JACKSON, MS FEBRUARY 4-7, 2008 AND TO PAY HIS EXPENSES. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN JAMES MOORE

THOSE PRESENT AND VOTING "NAY"

ALDERMAN KAY FAIRLEY
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

MOTION FAILED.

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR BILL HOLTON, CRAIG LOCKE, AND MITCH NOBLES TO ATTEND AN INTERVIEW & INTERROGATION TECHNIQUES CLASS IN PERKINSTON, MS FEBRUARY 5-7, 2008.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE BILL HOLTON, CRAIG LOCKE, AND MITCH NOBLES TO ATTEND AN INTERVIEW & INTERROGATION TECHNIQUES CLASS IN PERKINSTON, MS FEBRUARY 5-7, 2008. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NCNE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR DARRIN CARROLL TO ATTEND THE THIRD WEDNESDAY MONTHLY MEETINGS FOR B.O.A.M. IN GULFPORT, MS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TABLE AUTHORIZING DARRIN CARROLL TO ATTEND THE THIRD WEDNESDAY MONTHLY MEETINGS FOR B.O.A.M. IN GULFPORT, MS. ALDERMAN MOORE SECONDED THE MOTION FOR DISCUSSION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING RICKY JONES IN THE SANITATION 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 SANITATION DEPARTMENT.

IT IS HEREBY ORDERED THAT RICKY JONES BE HIRED IN THE SANITATION DEPARTMENT AS A LABORER AT A RATE OF \$9.00 PER HOUR EFFECTIVE JANUARY 16, 2008.

SO ORDERED ON THIS THE 15TH DAY OF JANUARY, 2008.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER TRANSFERRING CARL JOHNSTON.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO TRANSFER CARL JOHNSTON.

IT IS HEREBY ORDERED THAT CARL JOHNSTON BE TRANSFERRED FROM THE BUILDING DEPARTMENT TO THE EXECUTIVE DEPARTMENT, AS PART TIME SPECIAL PROJECTS ADMINISTRATOR AT A RATE OF \$10.00 PER HOUR EFFECTIVE JANUARY 16, 2008.

SO ORDERED ON THIS THE 15TH DAY OF JANUARY, 2008.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING JOSHUA CRAFT AS POLICE OFFICER.

ORDER

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

IT IS HEREBY ORDERED THAT JOSHUA CRAFT BE HIRED AS A 3RD CLASS POLICE OFFICER AT A RATE OF \$22,400.00 ANNUALLY EFFECTIVE JANUARY 30, 2008.

SO ORDERED ON THIS THE 15TH DAY OF JANUARY, 2008.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NOTE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER TRANSFERRING JOE MCMURRY, SR.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO APPOINT AN ASSISTANT BUILDING INSPECTOR.

IT IS HEREBY ORDERED THAT JOE MCMURRY, SR BE APPOINTED ASSISTANT BUILDING INSPECTOR AT A RATE OF \$10.00 PER HOUR EFFECTIVE JANUARY 16, 2008.

SO ORDERED ON THIS THE 15TH DAY OF JANUARY, 2008.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

ALDERMAN STEVE STRINGER

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING HOWARD CHANDLER.

ORDER

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

IT IS HEREBY ORDERED THAT HOWARD CHANDLER BE HIRED IN THE POLICE DEPARTMENT AS A FIRST CLASS OFFICER AT A RATE OF \$30,400.00 ANNUALLY EFFECTIVE JANUARY 16,

2008.

SO ORDERED ON THIS THE 15TH DAY OF
JANUARY, 2008.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING RESOLUTION FOR PINE
BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY.

SEE EXHIBIT "F"

RESOLUTION

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE FOREGOING
RESOLUTION. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, ALDERMAN MOORE REQUESTED AN EXECUTIVE SESSION TO DISCUSS
PERSONNEL MATTERS.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT REOPENED THE MEETING.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER LEFT THE MEETING.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN JESSICA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADJOURN. ALDERMAN WEAVER SECONDED THE MOTION.

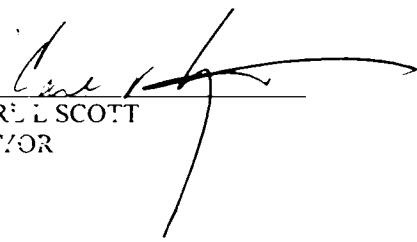
THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN JESSICA WEAVER

THOSE PRESENT AND VOTING "NAY"


NONE

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 15TH DAY OF JANUARY, 2008.


CARL SCOTT
MAYOR

(SEAL)

ATTEST:


JEAN ISHEE
CITY CLERK



Puckett

CATERPILLAR

QUOTATION

January 14, 2008

City of Petal
 19 W. 8th Avenue
 Petal, MS 39465

Mayor and Board of Alderman,

We are pleased to bid 1 or more new Case 450-CT Track Loaders. Our machine has all of the standard features plus:

- 83 net horsepower
- 2 speed drive
- High flow hydraulics 41.8 GPM
- Cab with heat and air conditioning
- Suspension seat
- 17.7 track width
- 84" dirt bucket with bolt on cutting edge
- Radio
- Rotating beacon

or the sum of **\$58561.00**

Optional 72" Bradco heavy duty mower High flow model BC-HF **\$5491.00**
 Optional sweepster model QZ-72MM **\$427.00**

Your machine may be delivered within 0 to 60 days
 Your machine will hook up to any of your current attachments.
 Your machine does not meet some of your specifications and we are taking exception to them.
 The 450-CT is a comparable machine to the specifications that are listed.

Debb Equipment would appreciate your consideration of our machine and if by chance we are low bid we would be glad to answer any questions the Board may have. A successful demonstration was held on 1-1-08 to the City of Petal Street Dept. with Mr. Ralph Burgess. Thank you for your time and we look forward to serving you and your city.

Joseph Tubb

Distributors for: CASE, Ingersoll Rand, Blaw Knox, Kobelco, Ferguson, Alamo, Bruce, Pioneer

HIBIT "A"

TO: CITY OF PETAL

ATTN: RALPH

Gentlemen: We are pleased to submit the following quotation for your consideration.

QTY	DESCRIPTION	UNIT PRICE
1	CAT 272C SKID STEER LOADER WITH VTS TRACKS 12 MONTH OR 1500 HOUR WARRANTY	\$59,800.00
	3 YEAR OR 3000 HOUR FULL WARRANTY	<u>\$2,300.00</u>
1	CAT BA18 HYDRAULIC ANGLE BROOM	\$7000.00
1	CAT BR172 BRUSHCUTTER	\$5,100.00
DELIVERY: PLUS APPLICABLE TAX		TERMS:

Thank you for the opportunity and we look forward to continued business with you.

Sincerely: Tom Wallace
 Sales Representative
 601-818-2323

Date: December 13, 2007

7128 US 49 North, Hattiesburg, MS 39402
 Tel (601) 264-1111 Fax (601) 264-0157

VOLVO

Price Quote Only

To: City of Petal Date: _____
 Attn: Ralph Burgess Store Address: _____
 Telephone #: _____
 Fax #: _____

Dear: _____
 Volvo Rents is pleased to quote the rental rates listed below.

Quantity	Equipment	Day	Week	Month
1	New 2007 T-300 Bobcat Sweeper Attachment 72" Bushhog mower			\$74,989 ⁰⁰

Delivery Pick-up Charges (plus fuel, tax, and other fees if applicable):

Discount

Quote Valid through

Special Instructions:

I gain for the opportunity to do business with your company. If you need further information, please call me at the number listed above.
 Regards,

Thank you
 601 408-0014

**STANDARD FORM of AGREEMENT
between OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

EXHIBIT "B"

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and Issued and Published Jointly by



PROFESSIONAL ENGINEERS in PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY of PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

Copyright © 2002 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
2025 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

EJCDC No. 1910-1 (1996 Edition)

EXHIBIT "B" Standard Form of Agreement between Owner and Engineer for Professional Services
Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved.

**STANDARD FORM of AGREEMENT
BETWEEN OWNER and ENGINEER
for
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____, 200__ ("Effective Date")

between CITY of PETAL, ("OWNER"), and

SHOWS, DEARMAN & WALTS, Inc., ("ENGINEER")

OWNER intends to: Provide surveying, preparation of plats, development of legal descriptions, and negotiate easements in various locations throughout the City of Petal for the "Preparation and Negotiations of Easements", ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

2.01 Payment Procedures

A. *Preparation of Invoices*. Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project, an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursable expenses and Engineer's consultants' charges, if any.

B. *Payment of Invoices*. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

3.01 Additional Services

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's

responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in case more than, 60 days after the date of receipt of the notice.

4) For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. In the event specifically stated to the contrary in any written contract to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work, or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the

copyright and the right of reuse) in such documents, whether or not the Project is completed.

To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with the Appendix, if any, and any other documents expressly incorporated herein), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

CITY OF PETAL
MINUTE BOOK 28
EXHIBIT "B"

9.01 Payment (Hourly Rates plus Reimbursable Expenses)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

- 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
- 2. Engineer's Standard Hourly Rates are attached as Appendix 1.
- 3. The total compensation for services and reimbursable expenses is estimated to be \$N/A.

B. The Engineer's compensation may be adjusted to the standard published rates after January 1, 2009.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: CITY OF PETAL

ENGINEER: SHOWS, DEARMAN & WAITS, Inc.

By: [Signature]
The Honorable Carl Scott

By: [Signature]
Kyle D. Wallace, P.E.

Title: Mayor

Title: Vice President

Date Signed: _____

Date Signed: _____

License or Certificate No. and State: 12693 - MS

Address for giving notices:

Address for giving notices:

P. O. Box 564

P.O. Box 1711

Petal MS 39465

Hattiesburg, MS 39403-1711



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1821 F: (601) 544-1901
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., R.L.S.
KYLE D. WALLACE, P.E.
SHEA E. MONROE, P.E.
ERIC P. LANGS, E.I.
JOHN T. WEEKS, E.I.
PAUL J. SHOWS (1996)

APPENDIX I

Engineer's Standard Hourly Rates

Principal Engineer	\$150.00
Project Engineer	\$85.00
Field Crew	\$150.00
AutoCad Technician	\$75.00
Administrative Assistant	\$55.00

CITY OF PETAL
MINUTE BOOK 28

210

EXHIBIT "C"

BID TAB FOR CRANE SERVICE TRUCK
OPEN DATE: JAN. 2, 2008

<u>VENDOR</u>	<u>BID AMOUNT</u>	
TRUCK EQUIPMENT	\$96,510.00	\$ 98818.00
WATSON QUALITY FORD	\$99,411.00	
WATERS INT'L TRUCKS	\$101,587.64	
WATERS ALTERNATE BID	\$102,189.94	
TEREX UTILITIES	\$102,697.00	

EXHIBIT "D"



Petal Skate Park - Petal, MS
Cost Estimate

DATE: January 1, 2008

TO: City of Petal, MS

RE: Petal Skate Park Bid Proposal

California Skateparks Inc. (CSP) will supply materials, labor, workman's compensation, general/auto liability insurance and skate park construction experience to complete the above referenced project. CSP will perform the tasks outlined below for the proposed Skate Park as follows:

Skate Park Per Plans T1 01 - L3.05
(See Attached Cost Estimate For Breakdown*)

*P & Scope May Be Modified After Award of Contract If Mutually Agreed Upon By Both Parties

li Reduce Cost & Provide Some Measure For The City To Complete Project Within Budget, Some Alternate Deducts Have Been Provided As Follows:

CITY RESPONSIBILITIES (If Owner Elects To Use Alternate Deducts)

- Temporary Facilities (Fencing, Trash Receptacles / Disposal, Storage Container) by City
- Drainage by City (CSP Will Set Catch Basins)
- Landscaping & Seeding by City
- Guard Rail by City
- Any Site Work Outside of Skate Park & Work Not Expressly Shown On The Plans

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
General					
1	Base Bid Per Plans (No Deducts)	1	LS	\$368,000.00	\$ 368,000.00
City Executed Work (Alternate Deducts)					
2	Temporary Facilities	1	LS	(\$5,000.00)	\$ (5,000.00)
3	Drainage	1	LS	(\$20,000.00)	\$ (20,000.00)
4	Change Steel Reinforcement Rebar To Welded Wire Mesh Material	1	LS	(\$7,000.00)	\$ (7,000.00)
5	Landscaping & Seeding	1	LS	(\$5,000.00)	\$ (5,000.00)
6	42" Guard Rail	1	LS	(\$15,000.00)	\$ (15,000.00)
TOTAL ALTERNATE DEDUCTS					\$ (52,000.00)
TOTAL COST WITH DEDUCTS					\$ 316,000.00

Total Base Bid Proposal Price \$368,000.00 Total Bid With Alternate Deducts \$316,000.00 The above scope of work and specifications are satisfactory and hereby accepted.			
CA Skateparks Acceptance	Date	Owner Acceptance	Date
[Signature]	12/29/07		

EXHIBIT 'E'

09/28/2007 12:31 6015456685

CITY OF PETAL

PAGE 04/04

4

AND PARTS BOOK TO BE FURNISHED WITH EACH UNIT.

REFERENCES:

Each bidder is to furnish a list of ten (10) references for the model bid.

DESCRIPTIVE LITERATURE IS TO BE FURNISHED WITH
THE BID TO SUBSTANTIATE THE DETAILS SPECIFIED
IN BID.

\$ 49,485.00 /EACH

DELIVERY: 14 days DAYS ARO

REPAIR MANUAL: \$ 1 /EACH

OPERATOR'S MANUAL: \$ 1 /EACH

PARTS MANUAL: \$ 1 /EACH

COMPANY: Duraco, Inc.

NAME: John Peet
(PRINT OR TYPE)

ADDRESS: P.O. Box 6127

SIGNED BY: 

Jackson, MS 39288

TITLE: Territory Sales Manager

PHONE: 601-932-2100

DATE: 10-15-07

FAX: 601-936-6039

MANUFACTURER OF MACHINE BEING QUOTED MUST HAVE BEEN BUILDING SPRAY
INJECTION PATCHING EQUIPMENT FOR A MINIMUM OF FIVE (5) YEARS TO ASSURE
THE PURCHASER THAT THEY ARE RECEIVING A PRODUCT THAT IS PROVEN IN THE
MARKETPLACE.

RESOLUTION FINALLY APPROVING APPLICATION OF
PINE BELT REGIONAL SOLID WASTE MANAGEMENT AUTHORITY

WHEREAS, the Pine Belt regional Solid Waste Management Authority previously submitted an application Certifying the Adoption of a Resolution of the Pine Belt Regional Solid Waste Management Authority and requesting the City of Petal adopt a Resolution Authorizing the said amendment, a copy of said Application being attached hereto as Exhibit "A" and

WHEREAS, on December 4th, 2007, the City of Petal adopted a Resolution Authorizing an Amendment to the Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority, a copy of which is attached hereto as Exhibit "B", and

WHEREAS, the said Resolution of the City of Petal was published in the Hattiesburg American on December 13, 2007 and December 20, 2007 as required by Miss. Code Ann 17-17-311, the Proof of Publication being attached hereto as Exhibit "C".

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the amendment to the Incorporation Agreement of the Pine Belt Regional Solid Waste Management Authority to add Jefferson Davis County, Mississippi, as a participant; unit of government of the Pine Belt Regional Solid Waste Management Authority with full privileges, rights and obligations as set forth in the Incorporation Agreement be and the same is hereby finally approved.

SECTION 2. That a copy of the signed application and all accompanying documents shall be spread upon the minutes of the Council as called for in Miss. Code Ann. 17-17-311(2)(Supp.2001).

SECTION 3. That the President and Secretary shall certify this resolution and transmit the same to the Authority.

The motion to adopt the foregoing resolution was made by Alderman Clayton and Alderman Weaver seconded said motion.

A roll call of all the Council present was as follows:

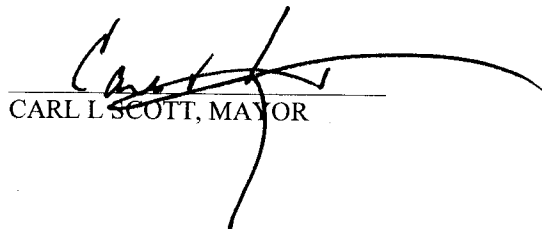
- Alderman David Clayton voted:
- Alderman Kay Fairley voted:
- Alderman James Moore voted:
- Alderman Steve Stringer voted:
- Alderman Liesa Weaver voted:

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 15th day of January, A.D., 2008.

ATTEST:


JEAN ISHEE, CITY CLERK

ADOPTED:


CARL L. SCOTT, MAYOR

THIS

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INTENTIONALLY