

BE IT REMEMBERED THAT THERE WAS AN EXECUTIVE SESSION ON JUNE 3, 2008.

THOSE PRESENT	MAYOR CARL SCOTT
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS	PENNY LUCKEL RALPH BURGESS JAMES SMITH

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

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

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO CLEAR THE ROOM IN ORDER TO DECIDE IF AN EXECUTIVE SESSION IS NEEDED. 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

MAYOR SCOTT REOPENED THE MEETING.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION TO DISCUSS LEGAL AND PERSONNEL MATTERS. 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

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO COME OUT OF EXECUTIVE SESSION. 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

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

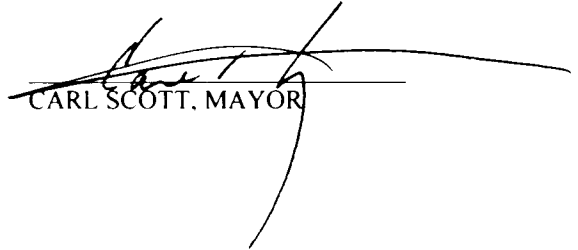
THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADJOURN. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

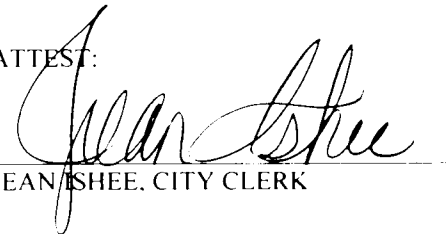
NONE



CARL SCOTT, MAYOR

(SEAL)

ATTEST:



JEAN SHEE, CITY CLERK

CITY OF PETAL
MINUTE BOOK 28

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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 JUNE 3, 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
OTHERS	MATT HERRING ADA MADISON B C LEWIS PENNY LUCKEL DARRIN CARROLL DEBORAH REYNOLDS AND MANY OTHERS

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

THE INVOCATION WAS PRESENTED BY WILLIE HINTON.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

- VIII. OLD BUSINESS
 - 1. REQUEST TO RATIFY THE ACTION OF THE MAYOR IN EXECUTING THE CONTRACT WITH CALIFORNIA SKATEPARK.
- IX. GENERAL BUSINESS
 - 1. OMIT
- X. SEMINAR & TRAVEL
 - 1. OMIT
- XI. ORDERS & ORDINANCE
 - 1. OMIT
 - 2. REQUEST TO HIRE JAMES SMITH IN THE STREET DEPARTMENT AT A RATE OF \$9.00.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING CHANGES. 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 THE MINUTES OF THE REGULAR MEETING OF MAY 20, 2008.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE MINUTES OF THE REGULAR MEETING OF MAY 20, 2008. 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 CALLED FOR PUBLIC COMMENT.

THEREUPON, MATT HERRING ADDRESSED THE MAYOR AND BOARD OF ALDERMEN CONCERNING THE NEW TRUCK ROUTE. HE WOULD LIKE TO KNOW HOW HE IS SUPPOSE TO GET HIS TRUCK TO SUNRISE ROAD WHEN THE ORDINANCE PASSED TO NOT ALLOW EIGHTEEN WHEELERS ON MAIN STREET AND CENTRAL AVENUE.

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING QUOTES FOR COMPUTERS FOR THE POLICE DEPARTMENT.

SEE EXHIBIT "A"

QUOTES

DAKTECH 3502 36 TH ST SW FARGO, ND 58103	\$5,596.00
DELL COMPUTERS	\$7,920.00

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE QUOTE FROM DAKTECH IN THE AMOUNT OF \$5,596.00 FOR FOUR COMPUTERS FOR THE POLICE DEPARTMENT. 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 QUOTES FOR PAINTING OF THE PAVILLION AT RELAY PARK.

SEE EXHIBIT "B"

QUOTES

PAINT HER SUZANNE	\$2,500.00
T & T CONSTRUCTION 175 FILLINGAME ROAD HATTIESBURG, MS	\$6,000.00
A & A CONTRACTING 719 BERKSHIRE DRIVE HATTIESBURG, MS	\$5,962.00

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE QUOTE FROM PAINT HER IN THE AMOUNT OF \$2,500.00 TO PAINT THE PAVILLION AT RELAY PARK. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN KAY FAIRLEY

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO RATIFY THE ACTION OF THE MAYOR IN EXECUTING THE CONTRACT WITH CALIFORNIA SKATEPARK.

SEE EXHIBIT "C"

CONTRACT WITH CALIFORNIA SKATEPARK

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH CALIFORNIA SKATEPARK AND TO RATIFY HIS ACTION IN DOING SO. 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 RESIGNATION OF WILLIAM WILSON IN THE RECREATION DEPARTMENT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE RESIGNATION OF WILLIAM WILSON IN THE RECREATION DEPARTMENT EFFECTIVE MAY 30, 2008. 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 REMOVE FROM INVENTORY THE FOLLOWING AND SEND TO THE AUCTION.

- A. TIGER SIDE ARM BUSH HOG
- B. WOODS 720 BUSH HOG
- C. REFRIGERATOR/COOLER

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO REMOVE FROM INVENTORY THE FOREGOING AND SEND TO THE AUCTION. 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 THE RECOMMENDATION OF THE PLANNING COMMISSION TO GRANT A VARIANCE FOR D & P CONSTRUCTION ON JAMES STREET.

- 1. REDUCE LOT WIDTH AT SETBACK BY 2.0 FEET
- 2. REDUCE SIDE SETBACK TO 10.0 FEET
- 3. REDUCE THE MINIMUM SQUARE FOOTAGE OF THE RESIDENCE FROM 1400 SQ FT TO 1200 SQ FT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION TO GRANT A VARIANCE FOR D & P CONSTRUCTION IN BUILDING A HOUSE ON JAMES STREET WITH THE FOREGOING. 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 GRANT A VARIANCE FOR BRAD BAGGETT'S PROPERTY LOCATED ON S GEORGE STREET.

- 1. REDUCE THE SIDE YARD SETBACKS TO 0 FEET
- 2. REDUCE THE REAR SETBACKS TO 10.0 FEET
- 3. RELIEF FROM THE BUFFER STRIP REQUIREMENTS BELOW:
 - A. RIGHT IS R-3: 15 FT
 - B. LEFT IS R-1: 15 FT
 - C. BACK IS I-1: 60 FT
- 4. RELIEF FROM THE BUFFER SCREEN REQUIREMENTS
- 5. VARIANCE ON ADDITIONAL PROVISIONS (2)(3)
 - A. REDUCE REQUIRED SQUARE FOOTAGE FROM 1400 SQ FT HEATED TO 1100-1200 SQUARE FEET HEATED
 - B. RELIEF FROM TWO CAR GARAGE REQUIREMENTS

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT A VARIANCE ON THE FOREGOING TO BRAD BAGGETT'S PROPERTY LOCATED ON S GEORGE STREET. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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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 PURCHASE AN AD IN THE PHS FOOTBALL PROGRAM FOR THE SCHOOL YEAR 2008-2009.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PURCHASE AN AD IN THE 2008-2009 FOOTBALL PROGRAM IN THE AMOUNT OF \$125.00 FOR FULL PAGE. 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 FROM DALE NUTTING, SANITATION SUPERVISOR, TO REIMBURSE JASON SHOWERS \$77.00 FOR OBTAINING HIS CDL LICENSE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REIMBURSE JASON SHOWERS \$77.00 FOR OBTAINING HIS CDL LICENSE IN THE SANITATION DEPARTMENT. 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 MURPHY USA MARKETING CO LOCATED AT 11 TYNER ROAD FOR SPECIAL EXCEPTION.

1. FOUR DRINK BOXES
2. TWO CAR CARE MERCHANDISERS
3. TWO DRINKING WATER DISPLAYS
4. ONE WINDSHIELD WASHER SOLVENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO GRANT MURPHY USA MARKETING CO. A SPECIAL EXCEPTION LOCATED AT 11 TYNER ROAD FOR THE FOREGOING. 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 THE CLAIMS DOCKET #101137-101752 OF THE CITY OF PETAL GENERAL FUND AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO PAY CLAIMS DOCKET #101137-101752 OF THE CITY OF PETAL GENERAL FUND AND THE CITY OF PETAL WATER AND SEWER FUND. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

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THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MAY 2008.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MAY 2008. 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 ADVERTISE FOR ASPHALT/ ASPHALT OVERLAY FOR SIX MONTHS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR ASPHALT/ ASPHALT OVERLAY FOR SIX MONTHS. 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 THE FOLLOWING ORDER IN HIRING A LABORER IN THE STREET 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 STREET DEPARTMENT, UPON THE RECOMMENDATION OF STREET SUPERVISOR RALPH BURGESS.

IT IS HEREBY ORDERED THAT JAMES SMITH BE HIRED IN THE STREET DEPARTMENT AS A LABORER AT A RATE OF \$9.00 PER HOUR EFFECTIVE JUNE 4, 2008.

SO ORDERED ON THIS THE 3RD DAY OF JUNE 2008.

THEREUPON, ALDERMAN FAIRLEY 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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT REQUESTED THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY GARY & VIRGINIA BRYANT LOCATED ON BENNET STREET ON WHICH THE HEARING WAS HELD AT 5:30 P.M. ON JUNE 2, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FINDING THAT THE PROPERTY IS A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND TO ADOPT THE FOLLOWING RESOLUTION DECLARING THE SAME. ALDERMAN FAIRLEY SECONDED THE MOTION.

SEE EXHIBIT "D"

RESOLUTION

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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 THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY H A MCDONALD LOCATED ON CARTERVILLE RD ON WHICH THE HEARING WAS HELD AT 5:30 P.M. ON JUNE 2, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FINDING THAT THE PROPERTY IS A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND TO ADOPT THE FOLLOWING RESOLUTION DECLARING THE SAME. ALDERMAN FAIRLEY SECONDED THE MOTION.

SEE EXHIBIT "E"

RESOLUTION

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 THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY JODY & SARAH MABARY LOCATED ON GREEN STREET ON WHICH THE HEARING WAS HELD AT 5:30 P.M. ON JUNE 2, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FINDING THAT THE PROPERTY IS A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND TO ADOPT THE FOLLOWING RESOLUTION DECLARING THE SAME. ALDERMAN FAIRLEY SECONDED THE MOTION.

SEE EXHIBIT "F"

RESOLUTION

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 THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY GLADYS NICHOLSON LOCATED AT 309 E CHERRY STREET ON WHICH THE HEARING WAS HELD AT 5:30 P.M. ON JUNE 2, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FINDING THAT THE PROPERTY IS A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND IS A NON-FORMING USE AND TO ADOPT THE FOLLOWING RESOLUTION DECLARING THE SAME. ALDERMAN FAIRLEY SECONDED THE MOTION.

SEE EXHIBIT "G"

RESOLUTION

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 THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY JIMMIE DALE ODOM LOCATED AT 920 HWY 11 ON WHICH THE HEARING WAS HELD AT 5:30 P.M. ON JUNE 2, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FINDING THAT THE PROPERTY IS A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND TO ADOPT THE FOLLOWING RESOLUTION DECLARING THE SAME. ALDERMAN FAIRLEY SECONDED THE MOTION.

SEE EXHIBIT "H"

RESOLUTION

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 THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY JIMMIE DALE ODOM LOCATED AT 989 HWY 11 ON WHICH THE HEARING WAS HELD AT 5:30 P.M. ON JUNE 2, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FINDING THAT THE PROPERTY IS A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND TO ADOPT THE FOLLOWING RESOLUTION DECLARING THE SAME. ALDERMAN FAIRLEY SECONDED THE MOTION.

SEE EXHIBIT "I"

RESOLUTION

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 THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY JIMMIE DALE ODOM LOCATED AT 1178 HWY 11 ON WHICH THE HEARING WAS HELD AT 5:30 P.M. ON JUNE 2, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FINDING THAT THE PROPERTY IS A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND TO ADOPT THE FOLLOWING RESOLUTION DECLARING THE SAME. ALDERMAN FAIRLEY SECONDED THE MOTION.

SEE EXHIBIT "J"

RESOLUTION

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 THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY BRYAN WADE LOCATED AT 1015 HWY 42 ON WHICH THE HEARING WAS HELD AT 5:30 P.M. ON JUNE 2, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FINDING THAT THE PROPERTY IS A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND TO ADOPT THE FOLLOWING RESOLUTION DECLARING THE SAME. ALDERMAN FAIRLEY SECONDED THE MOTION.

SEE EXHIBIT "K"

RESOLUTION

THOSE PRESENT AND VOTING "AYE"

CITY OF PETAL
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ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT REQUESTED THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY JERALD JOHNSON LOCATED AT 415 HILLCREST LOOP ON WHICH THE HEARING WAS HELD AT 5:30 P.M. ON JUNE 2, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FINDING THAT THE PROPERTY IS A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND TO ADOPT THE FOLLOWING RESOLUTION DECLARING THE SAME. ALDERMAN FAIRLEY SECONDED THE MOTION.

SEE EXHIBIT "L"

RESOLUTION

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 THE WISHES OF THE BOARD CONCERNING THE PROPERTY OWNED BY PATRICIA REVIES LOCATED AT 181 SPRINGFIELD ROAD ON WHICH THE HEARING WAS HELD AT 5:30 P.M. ON JUNE 2, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION FINDING THAT THE PROPERTY IS A HEALTH AND SAFETY HAZARD TO THE COMMUNITY AND TO ADOPT THE FOLLOWING RESOLUTION DECLARING THE SAME. ALDERMAN FAIRLEY SECONDED THE MOTION.

SEE EXHIBIT "M"

RESOLUTION

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 STRINGER MADE A MOTION TO ADJOURN. 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

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 3RD DAY OF JUNE, A.D., 2008.

(SEAL)

ATTEST:


JEAN ISHIE, CITY CLERK


CARL L. SCOTT, MAYOR



DakTech, Inc.
3502 36th St SW
Fargo, ND 58103
Direct: (888) 761-8540
Fax: (701) 282-9690
<http://www.daktech.com>
e-mail: mtupa@daktech.com

CITY OF PETAL
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Price Quote

EXHIBIT "A"

Dell recommends Windows Vista® Business.

To: **Petal Police Department**
From: **Don Sealy**
Re: **Mike Tupa**
Re: **DakTech Gemini 3 Core 2 Duo 2.13Ghz Computers**
EPL: **3502-1405**

View/Print Cart

Print Page

DakTech Gemini 3

System Board: Intel DQ965GF (with 1066Mhz frontside bus/HT Technology), integrated Intel High Definition Audio, 4PCI Slots, 1 PCI Express Slots, 1 Serial Port, 1 Parallel Port, up to 10 USB 2.0 ports, integrated RAID, 1394 Firewire port

Case: Black Small Form Factor Convertible Case

Processor: Intel Core 2 Duo E6400 2.13Ghz Processor (1066Mhz FSB w/2mb cache)

Memory: 2.0GB DDR2 PC800Mhz (holds up to 8.0GB)

1st Hard Drive: 80.0GB Seagate Serial ATA 7200 rpm hard drive

Video: integrated Intel Graphics Media Accelerator 3000

Sound: integrated Intel High Definition Audio

Controller: Onboard IDE Controller

Diskette Drive: Sony 1.44MB diskette drive

CD drive: Lite-On 52x24x52x16 CDRW/DVD-R+- Combo Drive

Monitor: 19" ViewSonic VG1930wm Wide-screen LCD with Speakers

Operating System: Microsoft XP Pro with Vista Business Recovery CD

Application Software: Microsoft Office 2007 Professional

Ethernet: Integrated Intel Pro 10/100/1000 Gigabit

Warranty: 7-years on components

Value-added: Free hard drive Imaging
Life-time Tech support

Description

Dell Precision T3400 375w
Date & Time: May 13, 2008 9:53 AM CST

SYSTEM COMPONENTS	Qty	Unit Price
Dell Precision T3400 375w	4	\$1,778.00
Intel™ Core®2 Duo E6550 (2.33GHz/1333MHz/4MB L2)		
375W, Genuine Windows® XP Professional, SP2 with Media		
Save \$178 on Select Precision T3400s through Dell Small Business Special Offer		-\$712.00

Module	Description	Show Details
Catalog Number:	4 BWDW9AP	
Module	Dell Precision T3400 375W (32bit)	
Operating System	Intel™ Core®2 Duo E6550 (2.33GHz/1333MHz/4MB L2) 375W Genuine Windows® XP Professional, SP2 with Media	
Chassis Configuration and 1394	Mini-Tower Chassis Configuration	
Memory	2GB, 667MHz, DDR2 SDRAM Memory, NECC (2 DIMMS)	
Keyboard	USB Entry Quietkey, No Hot Keys	
Monitor	Dell 19 inch UltraSharp™ 1908FPW Widescreen, Adjustable Stand, VGA/DVI	
Graphic Cards	256MB PCIe x16 nVidia NVS 290, Dual Monitor DVI Capable	
Boot Hard Drive	80GB SATA, 10K RPM Hard Drive with 16MB DataBurst Cache™	
Hard Drive Configuration	C1, All SATA, NO RAID for 1 Hard Drive	
Floppy Drive and Media Card Reader Options	3.5 inch 1.44MB Floppy Drive	
Mouse	Dell USB 2-Button Mechanical Mouse with Scroll	

Configured PC Price: \$ 1,399.00*
Quantity: 4
Total: \$ 5,596.00*

*Includes shipping!
Thanks Melissa!
Direct: 888-761-8540
Mike Tupa

http://ecomm.dell.com/dellstore/PopUps/popup_print_cart.aspx?itemtype=CFG&e=bsd&l... 5/13/2008

CD-ROM, DVD, and Read-Write Devices 16X DVD+/-RW w/ Cyberlink PowerDVD™ and Roxio Creator™ Dell Ed

Speakers Internal Chassis Speaker

Resource DVD/CD Resource CD-contains Diagnostics/Drivers-Genuine Windows® XP Pro SP2

Productivity Software Microsoft® Office 2007 Professional and Adobe Acrobat 8 STD

File System NTFS File System

Hardware Support Services 3 Year Basic Limited Warranty and 3 Year NBD On-Site Service

Installation Services No Onsite System Setup

Mouse Pad Mouse Pad

Labels Genuine Windows® XP Sticker

SOFTWARE FOR YOUR DELL	
Adobe Acrobat 8 Professional	Qty 4
Dell Part# A0732946	Unit Price \$430.00
Manufacturer Part# 22020403	
Dell Part# A0732946	
Save \$50 of select software. Limited Time Offer	-\$200.00
TOTAL: \$7,920.00	

Total Price
Sub-total \$7,920.00
Shipping & Handling²
Total Price¹

No Interest, No Payments for 60 Days!³

Pricing, specifications, availability and terms of offers may change without notice, are not transferable and are valid only for new purchase for delivery in the 50 United States and the District of Columbia. Taxes, fees, shipping, handling and any applicable restocking charges are not subject to discount. This site and offers contained herein valid only for end users and not for resellers and/or online auctions. Dell is responsible for pricing or other errors, omissions, or consequences of misuse of site and its functions. Offers not necessarily combinable and cannot be retroactively applied. Orders subject to cancellation by Dell. Software and peripherals offers do not apply to software and peripheral system configuration pages (including PowerConnect switches), you must purchase eligible items through the separate Software online store. Limit 5 systems and 5 discounted or promotional products per customer. If items purchased under these promotions are also will be subject to applicable end of lease options or requirements.

If you have a separate purchase agreement with Dell the terms and conditions in that agreement are not applicable to purchases of ink printer supplies made by you via www.dell.com/supplies, all such sales are subject to Dell's Terms and Conditions of Sale located at <http://www.dell.com/terms>, except for the provision(s) regarding separate purchase agreements. All other sales are subject to Dell's Terms of Sale located at <http://www.dell.com/terms>.

¹ Configuration, pricing, tax, shipping & handling and monthly payment information above is estimated and presented for your convenience. Pricing, shipping and monthly payment information is subject to change without notice. Final order specifications and amounts, including

http://ecomm.dell.com/dellstore/PopUps/popup_print_cart.aspx?itemtype=CFG&s=bsd&l... 5/13/2008

WSP

CITY OF PETAL MINUTE BOOK 28

A & A Contracting

516
Licensed & Insured

175 Fillingame Road
Hattiesburg, MS 39401
601-310-0442
601-545-7823

EXHIBIT "B"

QUOTATION

045

To: City of Petal
Attention: Tom Hardges

Fax(601)705-0014

To: Tom
City of Petal

DATE: 02/25/08

Estimate: Wash and spot prime pavilion
Paint back some color 2 coats Industrial enamel

FA 06-705-0014

RE: Paint Pavilion

Materials and Labor: Total \$6,000.00

UNIT	DESCRIPTION	UNIT PRICE	TOTAL
	Prime, Paint, Sand and repair rust spot, pavilion.		5962.00
	Inside dome: 6-12 ft (1x8) white posts, 6 Rafters (approx 26ft), 6 Rafters 23 ft, 6 rafters 20ft, 6 Rafters 19 ft, 6 rafters 8ft, 6 Rafters 40ft.		
	Outside Top Section: 6 1 st tier 25ft x 15ft, 6 - 2 nd tier - 15 x 15ft		
	Railing: 18 - 6x3, 11 - 7x3 sections		
	Bond Plex Paint to be used.		

719 Berkshire Drive
Hattiesburg, MS 39402
Phone: 1-601-467-3181
Fax: 1-601-268-5596

Subtotal 5962.00
Tax Tax free
Grand Total 5962.00

TAX ID# 42-1680585

JOB WORK ORDER

Special note: all spots to be painted in quarter of north to south then.

Interior to be repainted.

FA 06-705-0014

2/25/08

AIA Document A101™ - 2007

CITY OF PETAL MINUTE BOOK 28

EXHIBIT "C"

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year 2008
(the words indicate month and year)

BETWEEN the Owner
(Name, address and other information)
City of Petal
Post Office Box 54
119 West 8th Avenue
Petal, Mississippi 39468

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A101™ - 2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and the Contractor:
(Name, address and other information)
California Landscape & Design
177 North Bostwick Avenue
Upland, California 91786

for the following Project:
(Name, location, and detailed description)
Petal Skateboard Park
Petal, Mississippi 39468

The Architect:
(Name, address and other information)
Wally Hollyday

The Owner and Contractor agree as follows:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties herein and supersedes, prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

(Subject to adjustments of this Contract Time as provided in the Contract Documents, Owner's retention, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Dollars (\$ 300,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner.
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price, state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit
------	-----------------------	----------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowances and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than _____ days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent;
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent;
3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

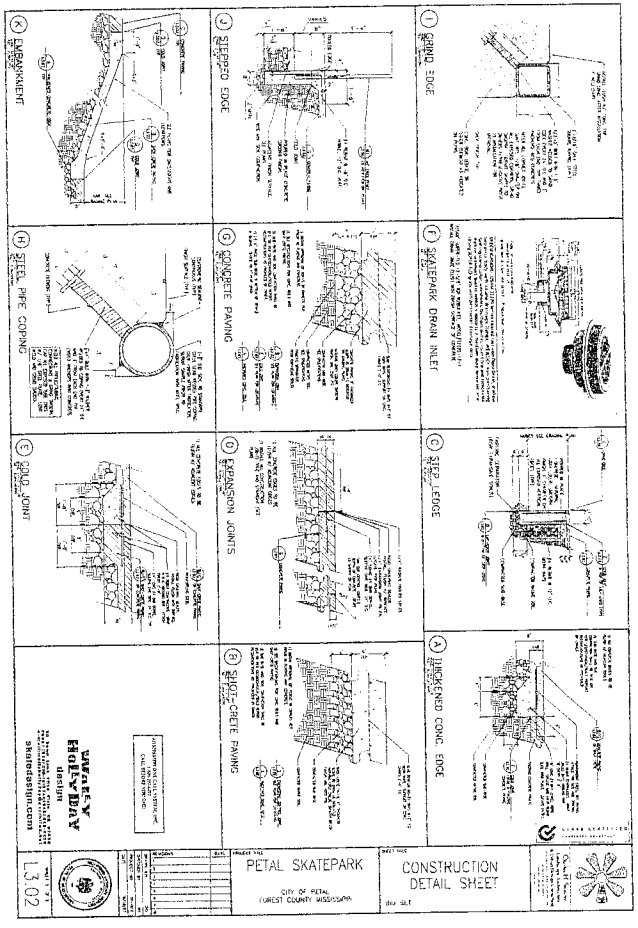
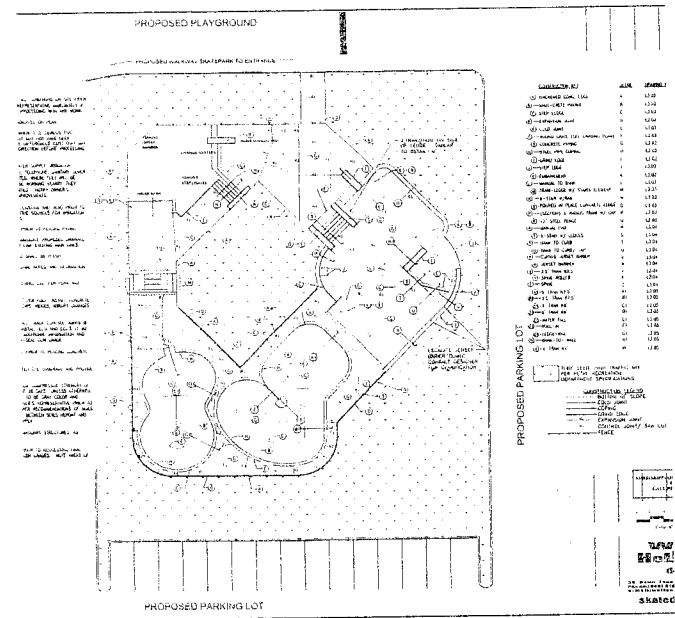
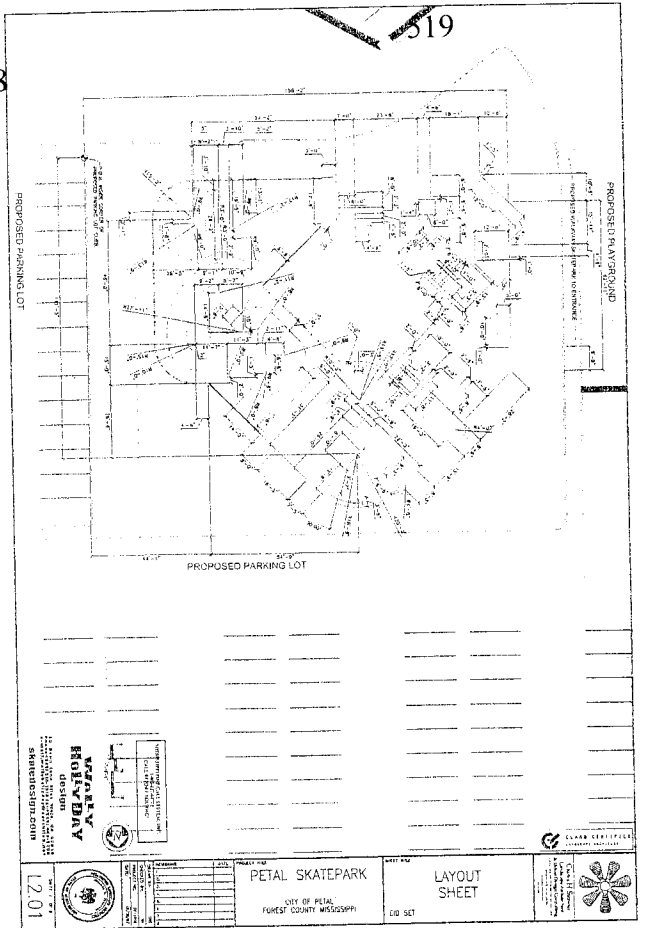
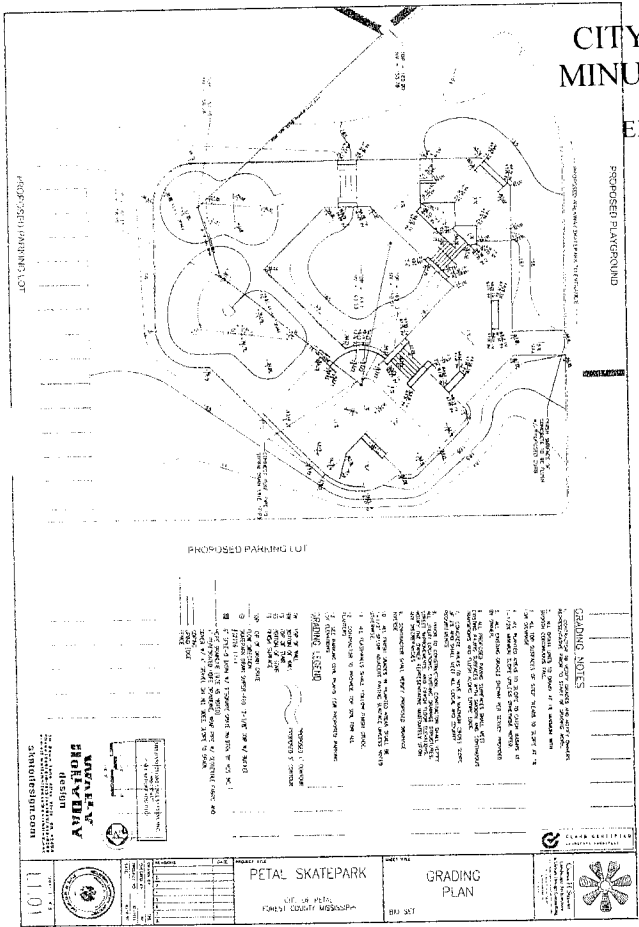
§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.5.3 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
2. Add, if final completion of the Work is (thereafter) materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.5 of AIA Document A201-2007.

§ 5.1.8 Retention or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)
The 5% retainage shall be held until after completion of the statutory period for the filing of claims and after Contractor's Surety has consented in writing.

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EXHIBIT "C"



PRODUCER Hamilton Brewart Insurance... INSURERS AFFORDING COVERAGE Admiral Insurance Company, National Union Fire, National Union Fire

COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED...

Table with columns: TYPE OF INSURANCE, POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Includes sections for General Liability, Automobile Liability, Garage Liability, Excess/ umbrella liability, Workers Compensation and Employers Liability, and Professional Liability.

CITY OF PETALUMA MINUTE BOOK EXHIBIT "C" CERTIFICATE HOLDER City of Petaluma... CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...

§ 31-3-21. Bidding and awards. ATTORNEY GENERAL OPINIONS A municipal airport authority was required to resolve its prior acceptance of a bid because the certificate of responsibility of the contractor expired when it ceased to exist and the subsequent submission of a bid was void pursuant to this section...

CHAPTER 5 Public Works Contracts In General... Bonds Securing Public Construction Contracts

IN GENERAL § 31-5-25. Time for full and final payment to contractors; exemptions; monthly submission by contractors of proof of payments to subcontractors.

§ 31-5-25. Time for full and final payment to contractors; exemptions; monthly submission by contractors of proof of payments to subcontractors.

(1) All sums due contractors under all public construction contracts shall be paid as follows: (a) Partial, progress or interim payments...

(b) Final payments: The final payment of all monies owed contractors shall be due and payable.

PUBLIC WORKS CONTRACTS § 31-5-25 (1) At the completion of the project or after the work has been substantially completed in accordance with the terms and provisions of the contract...

(2) Contractors shall submit monthly certification to the project engineer or architect indicating payments to subcontractors on prior payment request.

SOURCES: Codes, 1942, § 9022-7; Laws, 1972, ch. 534, § 1; Laws, 1985, ch. 505, § 1; Laws, 1991 Ex Sess, ch. 26, § 29; Laws, 2002, ch. 519, § 1; Laws, 2006, ch. 331, § 1, eff from and after July 1, 2006.

Editor's Note — Former paragraph (1)(c), which provided that contracts for the construction of prison facilities... were exempt from the action, except where the contracts were for the construction of private correctional facilities...

JUDICIAL DECISIONS 1. In general. In a public contract dispute between a county and a corporation with which the county had contracts to be used as a road, the corporation was entitled to possession of interest under Miss. Code Ann. § 21-6-29.

2007 Supplement 143

§ 31-5-41. "HOLD HARMLESS" CLAUSES JUDICIAL DECISIONS 1. In general. Contract between the contractor and employer, who was the insurer's insured, fell outside of the reach of Miss. Code Ann. § 31-5-41, where the contractor did not contract with the employer for the employer to perform construction work...

BONDS SECURING PUBLIC CONSTRUCTION CONTRACTS § 31-5-52. Performance and payment bonds required when using design-build or construction manager at risk methods of project delivery.

§ 31-5-51. Performance and payment bonds; persons entitled to sue on payment bond; proof of general liability insurance required before entering into certain contracts with state or local governments.

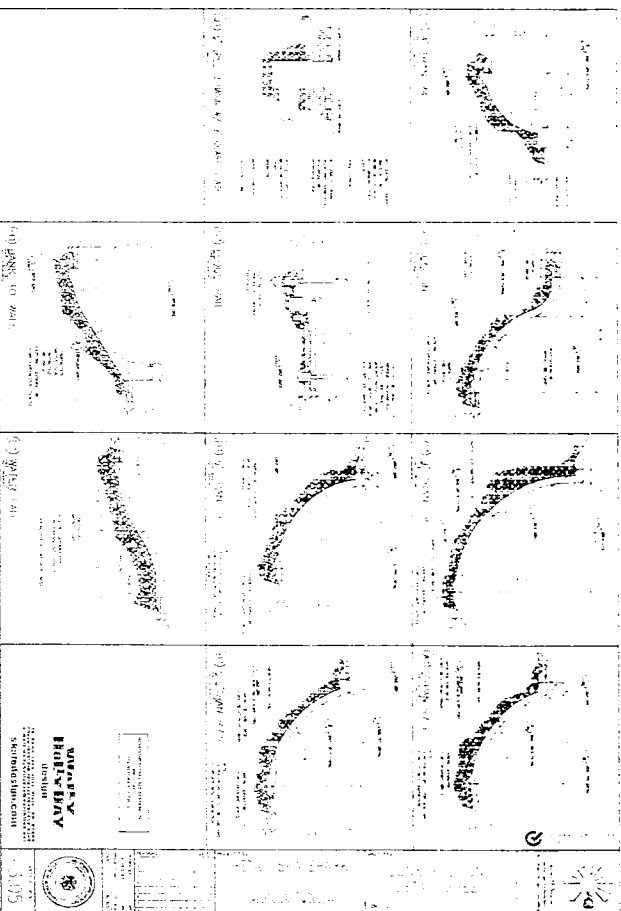
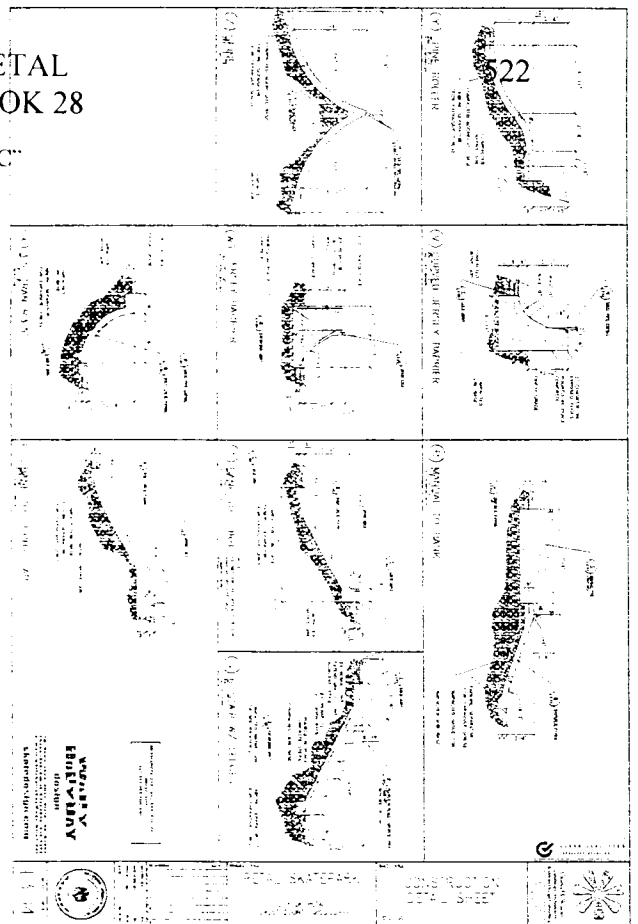
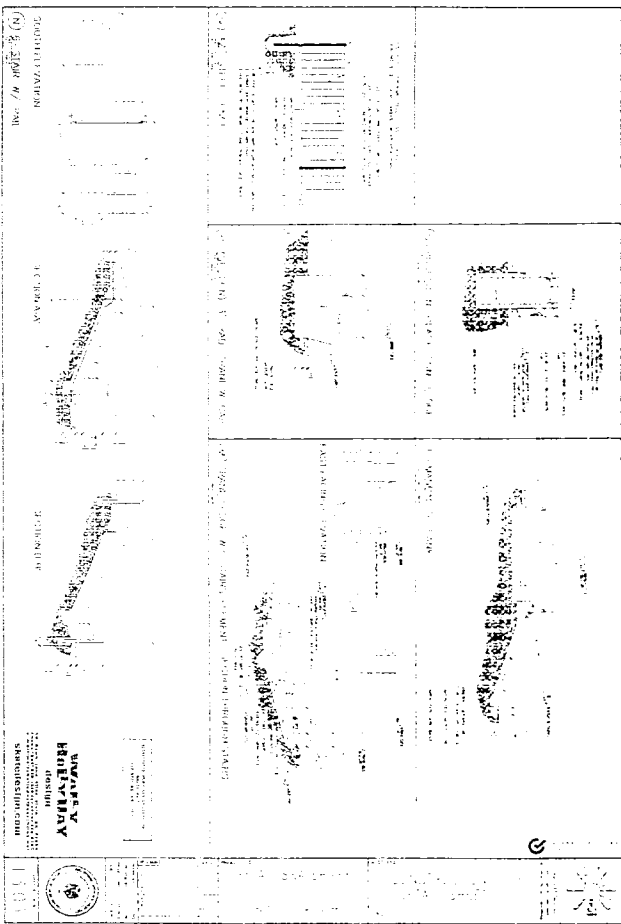
Cross References — Performance and payment bond required when using design-build or construction manager at risk methods of project delivery, see § 31-5-52.

ATTORNEY GENERAL OPINIONS Where bid specifications did not include a requirement for a bid bond, a county board of supervisors must consider the law but even though no bid bond was submitted with the official bid, the board should treat the bid as if it were a performance bond...

2007 Supplement 144

CITY OF PETAL
MINUTE BOOK 28

EXHIBIT "C"



DATE: May 30, 2008

TO: City of Petal, MS

RE: Petal Skate Park Bid Proposal

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

Skate Park Per Plans T1, T2, T3, T4, T5 As Attached

In Order To Reduce Cost & Provide Some Measure For The City To Complete Project Within Budget, Some City Responsibilities Have Been Provided As Follows:

CITY RESPONSIBILITIES

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

Total Bid Proposal \$300,000.00

Note: The City of Petal has already begun the responsibilities as described per this Proposal. California Skateparks will construct this skate park facility for the not to exceed amount of \$300,000.00

The above scope of work and specifications are satisfactory and hereby accepted.

California Skateparks, Inc. Acceptance Date: 6/2/08 Owner Acceptance Date:

CITY OF PETAL
MINUTE BOOK 28
RESOLUTION
EXHIBIT "D"

Resolution finding and determining that the dilapidated building located at 206 Bennett Street in Petal, Mississippi and owned by Gary & Virginia Bryant is in such a state of dis-repair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located as 206 Bennett Street in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be brought up to the City's Code or removed from the property.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the dilapidated building located at 206 Bennett Street, in Petal, Mississippi is in such a state of dis-repair as to be a menace to the public health and safety of the community, and

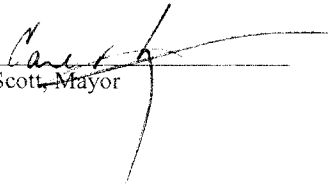
SECTION 2.

That if the owner of said structure has not brought the structure up to compliance and purchased appropriate permits within ninety (90) days from this receipt, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to remove the structure by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

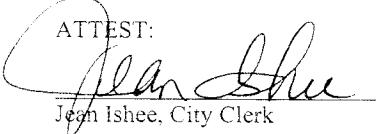
SO RESOLVED, on this the 2nd day of June, 2008, A.D.



Carl Scott, Mayor

(SEAL)

ATTEST:


Jean Ishee, City Clerk

CITY OF PETAL
RESOLUTION MINUTE BOOK 28

524

Resolution finding and determining that ~~EXHIBIT~~ building located at Carterville Road, McDonald Store, in Petal, Mississippi and owned by H A & Maudie McDonald is in such a state of dis-repair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located as Carterville Road in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be brought up to the City's Code or removed from the property.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended.

NOW THEREFORE, BE IT RESOLVED:

SECTION 1.

That the dilapidated building located at Carterville Road, McDonald Store, in Petal, Mississippi is in such a state of dis-repair as to be a menace to the public health and safety of the community, and

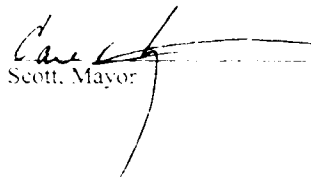
SECTION 2.

That if the owner of said structure has not torn the structure down due to roof caved in and concrete walls crumbling within forty-five (45) days from this receipt, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to remove the structure by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.


That all cost incurred by the Municipality, if any, plus penalty, if any, shall become an assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 2nd day of June, 2008, A.D.


Carl Scott, Mayor

(SEAL)

ATTEST:


Jean Shee, City Clerk

MINUTE BOOK 28

RESOLUTION

EXHIBIT "F"

Resolution finding and determining that the dilapidated building located at 113 Green Street in Petal, Mississippi and owned by Jody L & Sarah Hogrefe Mabary is in such a state of dis-repair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located as 113 Green Street in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be brought up to the City's Code or removed from the property.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the dilapidated building located at 113 Green Street, in Petal, Mississippi is in such a state of dis-repair as to be a menace to the public health and safety of the community, and

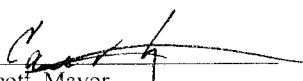
SECTION 2.

That if the owner of said structure has not brought the structure up to compliance, keep yard mowed, remove windows and building material from yard within thirty (30) days from this receipt, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to remove the structure by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.


That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 2nd day of June, 2008, A.D.


Carl Scott, Mayor

(SEAL)

ATTEST:


Jean Eshee, City Clerk

Resolution finding and determining that the dilapidated mobile home located at 309 E Cherry Street in Petal, Mississippi and owned by Gladys Nicholson is in code violation

EXHIBIT "G"

WHEREAS, due and proper notice has been given to the owners of the property located at 309 E Cherry Street in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be brought up to the City's Code or removed from the property.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended.

NOW THEREFORE, BE IT RESOLVED:

SECTION 1.

That the dilapidated mobile home located at 309 E Cherry Street, in Petal, Mississippi is in such a state of dis-repair as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said structure has not removed the structure within forty-five (45) days from this receipt, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to remove the structure by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become an assessment against said property, all authorized and permitted pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 2nd day of June, 2008, A.D.

Carl Scott
Carl Scott, Mayor

(Seal)

ATTEST:

Jeanette
Jeanette, City Clerk

CITY OF PETAL
MINUTE BOOK 28
RESOLUTION

EXHIBIT "H"

Resolution finding and determining that the dilapidated building located at 920 Hwy 11, in Petal, Mississippi and owned by Jimmie Dale Odom is in such a state of dis-repair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located as 920 Hwy 11 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be brought up to the City's Code or removed from the property.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the building located at 920 Hwy 11, in Petal, Mississippi is in code violation be a menace to the public health and safety of the community, and

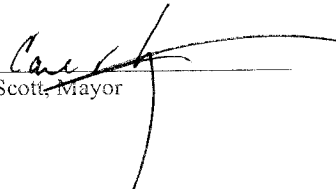
SECTION 2.

That if the owner of said structure has not brought the structure up to compliance, conditional use permit and ADA compliant ramp, within ninety (90) days from this receipt, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to remove the structure by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

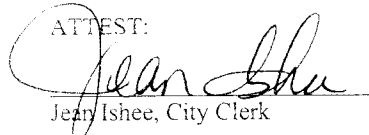
That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 2nd day of June, 2008, A.D.


Carl Scott, Mayor

(SEAL)

ATTEST:


Jean Ishee, City Clerk

CITY OF PETAL
RESOLUTION MINUTE BOOK 28

Resolution finding and determining that the ~~duplex~~ ^{EXHIBIT} building located at 989 Hwy 11, in Petal, Mississippi and owned by Jimmie Dale Odom is in such a state of dis-repair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 989 Hwy 11 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be brought up to the City's Code or removed from the property,

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED:

SECTION 1.

That the structure located at 989 Hwy 11, in Petal, Mississippi is in code violation or a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said structure has not brought the structure up to compliance, put up a wooden fence, within ninety (90) days from this receipt, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to remove the structure by exercising its rights under the "Cleaning of Private Property" section of the Mississippi Code 21-19-11.

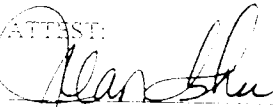
SECTION 3.

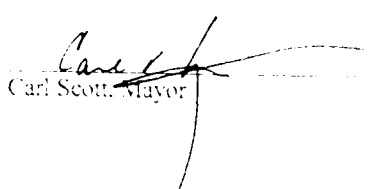
That all cost incurred by the Municipality, if any, plus penalty, if any, shall become an assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 2nd day of June, 2008, A.D.

(SEAL)

ATTEST:


Jeff Ishee, City Clerk


Carl Scott, Mayor

CITY OF PETAL
MINUTE BOOK 28
RESOLUTION
EXHIBIT "J"

Resolution finding and determining that the dilapidated building located at 1178 Hwy 11, in Petal, Mississippi and owned by Jimmie Dale Odom is in such a state of dis-repair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located as 1178 Hwy 11 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be brought up to the City's Code or removed from the property.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the lot located at 1178 Hwy 11, in Petal, Mississippi is in code violation to be a menace to the public health and safety of the community, and

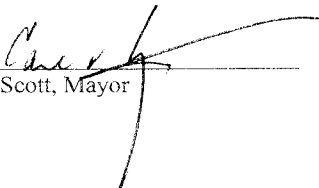
SECTION 2.

That if the owner of said structure has not brought the structure up to compliance, finish cleaning of lot, within thirty (30) days from this receipt, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to remove the structure by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

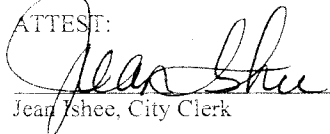
That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 2nd day of June, 2008, A.D.



Carl Scott, Mayor

(SEAL)

ATTEST:

Jean Shee, City Clerk

Resolution finding and determining that the ~~existing~~ building located at 1015 Hwy 42, in Petal, Mississippi and owned by Bryan Wade is in such a state of dis-repair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located as 1015 Hwy 42 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be brought up to the City's Code or removed from the property.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED:

SECTION 1.

That the mobile home office located at 1015 Hwy 42, in Petal, Mississippi is in code violation as to be a menace to the public health and safety of the community, and

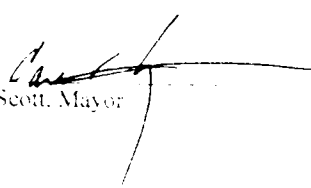
SECTION 2.

That if the owner of said structure has not removed the structure within ten (10) days from this receipt, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to remove the structure by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become an assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 2nd day of June, 2008, A.D.


Carl Scott, Mayor

(SEAL)

ATTEST:


Jean Lee, City Clerk

CITY OF PETAL
MINUTE BOOK 28
RESOLUTION
EXHIBIT "L"

Resolution finding and determining that the dilapidated building located at 415 Hillcrest Loop, in Petal, Mississippi and owned by Jerald Johnson is in such a state of dis-repair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located as 415 Hillcrest Loop in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be brought up to the City's Code or removed from the property.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the dilapidated building located at 415 Hillcrest Loop, in Petal, Mississippi is in such a state of dis-repair as to be a menace to the public health and safety of the community, and

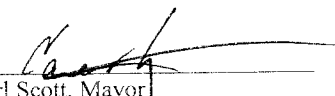
SECTION 2.

That if the owner of said structure has not brought the structure up to compliance, within thirty (30) days from this receipt, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to remove the structure by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.


SO RESOLVED, on this the 2nd day of June, 2008, A.D.



Carl Scott, Mayor

(SEAL)

ATTEST:



Jean Ishee, City Clerk

Resolution finding and determining that ~~EXHIBIT~~ building located at 181 Springfield Road, in Petal, Mississippi and owned by Patricia Reeves is in such a state of dis-repair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located as 181 Springfield Road in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be brought up to the City's Code or removed from the property.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended.

NOW THEREFORE, BE IT RESOLVED:

SECTION 1.

That the mobile home located at 181 Springfield Road, in Petal, Mississippi is in code violation to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said structure has not removed the structure within ninety (90) days from this receipt, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to remove the structure by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become an assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 2nd day of June, 2008, A.D.

Carl Scott
Carl Scott, Mayor

(SEAL)

ATTEST:

Jean Shue
Jean Shue, City Clerk