

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 AUGUST 17, 2010 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
CITY ATTORNEY	TOM TYNER
ALDERMEN	TONY DUCKER WILLIE HINTON JAMES RUNNELS STEVE STRINGER
OTHERS	TOMMYE CORLEY ADA MADISON BUBBA NOBLES RAY HARRINGTON AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY WILLIE HINTON.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

GENERAL BUSINESS

12. REQUEST TO SET PROPERTY CLEANUP HEARING DATE OF 09/07/2010 FOR 410 BRYANT ST. (AMY HEATH)

13. REQUEST TO PURCHASE GAS MASKS IN THE AMOUNT OF \$1600.00 OUT OF THE LAW ENFORCEMENT FUND. (CHIEF FULLER)

SEMINARS & TRAVEL

5. REQUEST FOR TONY DUCKER AND JAMES RUNNELS TO ATTEND MS RURAL WATER ASSOC. BOARD TRAINING IN HATTIESBURG, MS. TOTAL COST: \$150.00

ORDERS & ORDINANCES

2. REQUEST TO RAISE JAMES BUSBY TO \$11.00 PER HOUR EFFECTIVE AUGUST 11, 2010. (LARRY CARRAWAY)

3. REQUEST TO HIRE RICKY KELLY FULL TIME IN THE WATER DEPT EFFECTIVE IMMEDIATELY UPON PASSING DRUG SCREEN/PHYSICAL. (JESSIE DICKERSON)

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE MINUTES OF THE REGULAR MEETING OF AUGUST 3, 2010.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF AUGUST 3, 2010 AS WRITTEN. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT.

THERE WAS NONE.

WHEREAS, MAYOR MARX CALLED ON RAY HARRINGTON TO ADDRESS THE BOARD.

THEREUPON, MR. HARRINGTON ADDRESSED THE BOARD REGARDING THE RESIDENTS OF 406 E 5<sup>TH</sup> AVE. MR. HARRINGTON PRESENTED THE BOARD WITH A PETITION SIGNED BY SEVERAL NEIGHBORS CONCERNING 406 E 5<sup>TH</sup> AVE. MR. HARRINGTON STATED THAT THERE IS EXCESSIVE NOISE, FREQUENT PARTIES AND FIGHTS AT THE RESIDENCE AND THAT THE POLICE HAVE BEEN CALLED NUMEROUS TIMES. MR. HARRINGTON EXPRESSED CONCERN OVER MULTIPLE DOGS IN THE YARD AND THE SEEMINGLY LACK OF RESPECT FOR NEIGHBORS.

EXHIBIT "A"  
PETITION

THEREUPON, CHIEF FULLER STATED THAT ONE OF THE OCCUPANTS, ROY A WARD, SR., HAS BEEN ARRESTED AT LEAST 16 TIMES AND THE POLICE HAVE BEEN CALLED TO THE HOUSE MULTIPLE TIMES IN THE PAST YEAR.

THEREUPON, ASST. CHIEF HIATT STATED THAT AS OF TODAY THE JUDGE HAS ORDERED MR. WARD TO STAY OFF OF E 5<sup>TH</sup> AVE AS A CONDITION OF HIS BOND UNTIL HIS HEARING DATE.

THEREUPON, EMORY ROBINSON OF 408 E 5<sup>TH</sup> AVE ADDRESSED THE BOARD ALSO WITH CONCERN TO THE RESIDENTS AT 406 E 5<sup>TH</sup> AVE. MR. ROBINSON STATED THAT THE MULTIPLE DOGS ARE CAUSING A SMELL AROUND THE HOUSE AND THAT THERE IS TRAFFIC IN AND OUT OF THE HOUSE AT ALL TIMES.

THEREUPON, MAYOR MARX SUGGESTS THE BOARD DISCUSS THIS FURTHER IN EXECUTIVE SESSION.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADVERTISE FOR AND MAKE FINAL PAYMENT TO GREENBRIAR IN THE AMOUNT OF \$32,009.00 FOR WATER PLANT "C" AERATION.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE AND MAKE FINAL PAYMENT TO GREENBRIAR IN THE AMOUNT OF \$32,009.00 FOR WATER PLANT "C" AERATION PER SHOWS, DEARMAN & WAITS RECOMMENDATION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR THE FIRE DEPT TO CONTRACT WITH NORDAN SMITH FOR OXYTOTE CYLINDERS AT A RATE OF \$492.75 PER YEAR PLUS THE COST OF OXYGEN.

EXHIBIT "B"  
CONTRACT

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO AUTHORIZE CHIEF HENDRY TO CONTRACT WITH NORDAN SMITH FOR OXYTOTE CYLINDERS AT A RATE OF \$492.75 PER YEAR PLUS THE COST OF OXYGEN. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS

ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE RESIGNATION OF BRIDGETT BROWN IN THE POLICE DEPT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF BRIDGETT BROWN IN THE POLICE DEPT EFFECTIVE AUGUST 6, 2010. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE RESIGNATION OF ZACHARY RUPLE IN THE POLICE DEPT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF ZACHARY RUPLE IN THE POLICE DEPT EFFECTIVE AUGUST 4, 2010. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A HEARING DATE FOR 0.413 ACRES ON HWY 42 LOCATED NEXT TO FIRST SOUTHERN BANK.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET A HEARING DATE OF 09/14/2010 FOR 0.413 ACRES ON HWY 42 NEXT TO FIRST SOUTHERN BANK FOR A ZONING CHANGE FROM R-1 TO C-1, A VARIANCE TO REDUCE SIDE SETBACKS, AND A VARIANCE TO REDUCE THE BUFFER ZONE. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PARTICIPATE IN THE "RIGHT WAY TO THROW AWAY" PROGRAM WITH FORREST COUNTY, LAMAR COUNTY AND THE CITY OF HATTIESBURG.

THEREUPON, ALDERMAN HINTON MADE A MOTION FOR THE CITY TO PARTICIPATE IN THE "RIGHT WAY TO THROW AWAY" PROGRAM WITH FORREST COUNTY, LAMAR COUNTY, AND THE CITY OF HATTIESBURG. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON

ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO PURSUE FURTHER STUDIES ON THE ANNEXATION OF EVELYN GANDY PARKWAY.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO PURSUE FURTHER STUDIES ON THE ANNEXATION OF EVELYN GANDY PARKWAY. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF JULY 2010.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF JULY 2010. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF JULY 2010.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF JULY 2010. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A PROPERTY CLEANUP HEARING DATE FOR 410 BRYANT ST.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET A PROPERTY CLEANUP HEARING DATE OF 09/07/2010 AT 5:30 P.M. FOR 410 BRYANT ST. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS

ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PURCHASE GAS MASKS IN THE AMOUNT OF \$1600.00 OUT OF THE LAW ENFORCEMENT FUND.

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO AUTHORIZE THE POLICE DEPT TO PURCHASE GAS MASKS IN THE AMOUNT OF \$1600.00 OUT OF THE LAW ENFORCEMENT FUND. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR THE FOLLOWING OFFICERS TO ATTEND TRAINING AT NO COST TO THE CITY.

- A. RICK VARNER – BASIC NARCOTICS INVESTIGATIONS; AUG. 30 – SEPT. 3, 2010
- B. GAVIN GUY – PHARMACEUTICAL DIVERSION, AUG. 19, 2010
- C. MICHAEL KELLY – PSYCHOLOGICAL PREPARATION FOR COMBAT; AUG. 26, 2010

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE FOREGOING TRAINING AT NO COST TO THE CITY. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR TONY DUCKER AND JAMES RUNNELS TO ATTEND MS RURAL WATER ASSOCIATION BOARD TRAINING IN HATTIESBURG, MS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE TONY DUCKER AND JAMES RUNNELS TO ATTEND MS RURAL WATER ASSOCIATION BOARD TRAINING IN HATTIESBURG, MS AND TO PAY EXPENSES. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A THE FOLLOWING ORDER ACCEPTING THE MOTOR VEHICLE ASSESSMENT SCHEDULE FOR 2010-2011.

EXHIBIT "C"

ORDER

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER RAISING THE HOURLY PAY OF JAMES BUSBY.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF PETAL DEEM IT NECESSARY  
TO RAISE THE HOURLY PAY RATE FOR  
JAMES BUSBY IN THE STREET DEPT

IT IS HEREBY ORDERED THAT JAMES BUSBY  
BE RAISED TO \$11.00 PER HOUR EFFECTIVE  
AUGUST 11, 2010

SO ORDERED THIS THE 17<sup>TH</sup> DAY OF AUGUST

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO ADOPT THE FOREGOING ORDER.  
ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING RICKY KELLY IN  
THE WATER DEPT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN  
OF THE CITY OF PETAL DEEM IT NECESSARY  
TO HIRE A LABORER IN THE WATER DEPT

IT IS HEREBY ORDERED THAT RICKY KELLY BE  
HIRED FULL TIME IN THE WATER DEPT AT  
\$9.50 PER HOUR EFFECTIVE IMMEDIATELY  
UPON PASSING DRUG SCREEN & PHYSICAL

SO ORDERED THIS THE 17<sup>TH</sup> DAY OF AUGUST 2010

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED RESOLUTIONS REGARDING PROPERTY CLEANUP  
ON THE FOLLOWING PROPERTIES

111 CENTRE CIRCLE, 123 PINE ST, 300 NAPOLEON DR  
203 MITCHELL AVE, 101 GREENS CREEK DR, 114 CEDAR ST  
309 ½ E CHERRY DR

EXHIBIT "D"  
RESOLUTIONS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING RESOLUTIONS. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO CLEAR THE ROOM TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO CLEAR THE ROOM TO DETERMINE THE NEED FOR AN EXECUTIVE SESSION. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING AMENDMENTS TO THE AGENDA.

REQUEST TO AUTHORIZE TOM TYNER TO INVESTIGATE OPTIONS FOR 406 E 5<sup>TH</sup> AVE AND AUTHORIZE THE MAYOR TO ACT ON MR. TYNER'S RECOMMENDATION.

REQUEST TO AUTHORIZE PRECISION CONSTRUCTION TO MAKE REPAIRS TO WATTS RD BRIDGE AT A COST OF \$14,940.00.

REQUEST TO TAKE ACTION CONCERNING DANIEL MEADOWS IN THE RECREATION DEPT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AMEND THE AGENDA TO INCLUDE THE FOREGOING REQUESTS. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO AUTHORIZE TOM TYNER TO INVESTIGATE OPTION FOR 406 E 5<sup>TH</sup> AVE AND AUTHORIZE THE MAYOR TO TAKE ACTION ON MR. TYNER'S RECOMMENDATION.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE TOM TYNER TO INVESTIGATE OPTIONS FOR 406 E 5<sup>TH</sup> AVE AND TO AUTHORIZE THE MAYOR TO TAKE ACTION ON MR. TYNER'S RECOMMENDATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO AUTHORIZE PRECISION CONSTRUCTION TO MAKE REPAIRS TO WATTS RD BRIDGE AT A COST OF \$14,940.00

EXHIBIT "E"  
QUOTES

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE PRECISION CONSTRUCTION TO MAKE REPAIRS TO WATTS RD BRIDGE AT A COST OF \$14,940.00. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR THE BOARD'S WISHES REGARDING DANIEL MEADOWS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO PLACE DANIEL MEADOWS ON PROBATION FOR A TIME PERIOD OF ONE (1) YEAR. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER



THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE REGULAR MEETING OF AUGUST 17, 2010. ALDERMAN RUNNELS SECONDED THE MOTION.

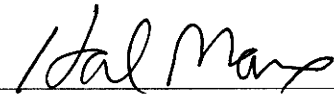
THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER  
ALDERMAN WILLIE HINTON  
ALDERMAN JAMES RUNNELS  
ALDERMAN STEVE STRINGER

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 AUGUST 17, 2010



MAYOR HAL MARX

SEAL

ATTEST

  
MELISSA MARTIN, CITY CLERK

August 12, 2010

Petal City Judge Sheila Smallwood

Petal Mayor Marx

Petal police Chief Fuller

Re: The Roy Ward family residing at 406 E. Fifth Ave. in Petal.

It took me less than two hours to get these eleven signatures. I could get more but I believe this a good enough representation of how this neighborhood feels about the Roy Ward family. They don't own any property to my knowledge and are just living with relatives.

All the people who signed this petition have had enough of watching Roy and family swagger around the front yard of 406 E. Fifth Ave. sucking beer cans, cursing worse than a sailor and daring the city to do something about their red-neck behavior.

If I knew that eleven people who live within walking distance of my house disliked me this much and wanted me gone from the neighborhood, I'd be out of here by morning. I can't think of anything more degrading or embarrassing for an individual to be this unpopular. I hope you feel the same way and take the necessary action. This has gone on long enough.

My neighbors and I have done our part. We expect you the governing, law enforcement and judicial authorities of Petal MS to do your part to help us have a peaceful neighborhood.

*Ray Harrington*

Ray Harrington

100 Grape Street

Petal, MS 39465

601-583-4188 home, & 601-310-3532 cell.

Cc: all my neighbors who signed this petition

This is a petition to the city government and the city court of Petal Mississippi:

The signees of this petition are all property owners within two block of 406 east Fifth Street, Petal MS. All these people have witnessed at one time or other the ongoing problems stemming from drinking parties at this address and have heard the vulgar tirades coming from this address. In almost every incident Roy Ward and/or a member of his family have been seen in brawls and been heard cursing loudly using the name of the lord in vain and other vulgarity without care of who hears their tirades. There is hardly a week goes by that there isn't a call to the Petal police to restore order here and sometimes several times in a weekend. Police records show the many arrests at this address. These signing neighbors wish to petition the city of Petal and the city court officers to please help restore decency and order to our neighborhood by banning Roy Ward and his son Roy Jr. from the city.

**EXHIBIT "A"**

NAME:	ADDRESS:
<i>Ray Harrington</i>	<i>100 Grape St. Petal</i>
<i>Brita Harrington</i>	<i>100 Grape St. Petal</i>
<i>C. L. Swann</i>	<i>200 Smith St Petal</i>
<i>Ueta Swann</i>	<i>200 Smith St. Petal</i>
<i>Prinda Carraway</i>	<i>115 Southwest Petal</i>
<i>Robbie Harrison</i>	<i>102 Grape St. Petal</i>
<i>M. P. Harrison</i>	<i>101 Grape St Petal</i>
<i>Harold Swann</i>	<i>409 E 5th Petal</i>
<i>Beal Schuster</i>	<i>102 HERBOD ST PETAL</i>
<i>Danny Mullis</i>	<i>102 Grape Street ST Petal</i>
<i>Janice Howard</i>	<i>101 Grape St. Petal MS</i>



CITY OF PETAL  
MINUTE BOOK

CYLINDER RENTAL AND PRODUCT PURCHASE AGREEMENT

THIS AGREEMENT, dated 9-1-10, between NORDAN SMITH, with an office in Hattiesburg, MS (hereinafter called "Seller"), and  
Petal Fire Dept with an office at 102 E. 1st St. Hattiesburg, MS (hereinafter called "Purchaser").

Seller agrees to sell and Purchaser agrees to purchase from Seller, on the terms and conditions hereinafter set forth, Purchaser's total present and future requirements for cylinders containing products in gaseous or liquid form as well as other items listed in Schedule A hereto (the "Products") for present, future, and expanded facilities for a period of three (3) years. This agreement also provides for rental of the cylinders used by Purchaser.

1. Requirements  
Seller agrees to sell and Purchaser agrees to purchase from Seller, on the terms and conditions hereinafter set forth, Purchaser's total present and future requirements for cylinders containing products in gaseous or liquid form as well as other items listed in Schedule A hereto (the "Products") for present, future, and expanded facilities for a period of three (3) years. This agreement also provides for rental of the cylinders used by Purchaser.

2. Prices  
From time to time during the term of this Agreement, Seller shall have the right to increase the prices set forth on Schedule "A" (Please see schedule A for prices and prices increase) by giving Purchaser written notice thereof. In such event, said increased prices shall become effective twenty (20) days after the date of said notice and this Agreement shall remain in full force; provided however, that if Seller gives Purchaser written notice of an increase in said prices and Purchaser, within fifteen (15) days after the date of said notice, furnishes Seller with a copy of a current bona fide written offer executed by an officer of a responsible seller offering to Purchaser comparable Products and rental in like quantities, under similar conditions for the remaining term and at lower prices, and if, within twenty (20) days thereafter, Seller shall not agree either (a) to meet said lower prices, or (b) to negotiate the prices in effect at the time of notice of revision, whichever is higher, Purchaser shall have the right to cancel and terminate this Agreement on thirty (30) days advance written notice only with respect to such Product(s) covered by the price increase by giving Seller written notice to meet said lower prices in effect at the time of notice or revision, whichever is higher. Seller shall have the right to extend the term of this Agreement beyond the expiration date by the term provided in such firm written offer or final term of this Agreement, whichever is greater.

3. Payment  
Seller will invoice Purchaser upon product delivery. Any sales, use, excise or other tax imposed by reason of any sale, delivery, charge or furnishing of any item hereunder will be paid by Purchaser. Terms of delivery shall be C.O.D. Seller's location, or approved credit terms.

4. Orders  
Purchaser will give Seller reasonable advance notice of need for the Products to be purchased to assure availability. Pick-up of product will only be on the Hattiesburg branch of Nordan Smith.

5. Cylinders  
(a) The gaseous and liquid products purchased will be delivered by Seller in cylinders. All cylinders will remain the property of Seller at all times.  
(b) Purchaser will not permit the refilling of any of the Seller's cylinders or containers by any third party with any substance, whether gas, liquid or solid. Purchaser will not allow any spilling of product using Seller's cylinders.  
(c) Purchaser will return all cylinders to Seller in a non-contaminated condition with valves tightly closed and sufficient residual pressure to prevent leakage. Purchaser will pay Seller for any loss of or damage to cylinders beyond normal wear and tear and for any cleanup of cylinders returned in less than good condition. The determination of whether a cylinder has been damaged or contaminated and charges for repair and clean-up are solely that of Seller.  
(d) Seller will pay rental on cylinders as outlined in Schedule "A". The rental price of the cylinders rented is effective only for the one (1) year agreement.

(e) Purchaser shall, upon request of Seller, submit an accounting of cylinders delivered to Purchaser and shall permit Seller to enter its premises to verify such accounting. Purchaser shall pay Seller for any cylinders, which in Seller's option are damaged beyond repair or lost or stolen, at Seller's then current published prices.

(f) All cylinders delivered to Purchaser hereunder which have not been previously returned or paid for in full shall be returned to Seller within 15 days of the expiration or cancellation of this Agreement. Purchaser shall pay Seller, at Seller's then current published prices, for any cylinder(s) which are not so returned.

(g) Seller may enter Purchaser's premises and remove any of its cylinders which have not been returned to Seller within 15 days after the expiration or cancellation of this Agreement or at any time for non-payment of rent or for Purchaser's breach of this Agreement. Seller will not be liable for any damages resulting from such removal.

(h) In the event of any disagreement as to the number or type cylinders that are subject to rental charges or charges for failure to return cylinders, the accounting of the Seller as to the number of cylinders delivered and the number returned and the length of the rental is final and absent an error revealed by reference to Seller's documentation or documentation signed by Seller or its agent, no adjustment in the final accounting by Seller regarding cylinder usage will be made. Purchaser is responsible for assuring that delivery tickets and billings from Nordan Smith accurately state products and cylinders delivered and picked up. Purchaser may request and Seller may conduct an audit of cylinders at any time and Seller will perform an audit of the cylinders in Purchaser's possession within thirty (30) days of a request, but not more than twice in any calendar year. Purchaser may request and Seller will provide a listing of the number and types of cylinders in Purchaser's possession at any time.

6. Term  
This Agreement will be in effect from the date hereof for a period of three (3) years. Seller may alter any pricing or terms of this Agreement on thirty (30) days written notice after this agreement has been in effect for ninety (90) days in accordance with paragraph 2 above. Purchaser may terminate this agreement by written notice at least sixty (60) days prior to the end of the initial three (3) year term. If not terminated, this agreement will be renewed for successive one (1) year terms.

7. Warranty  
Product delivered hereunder will meet their manufacturer's standard specifications. Such specifications may be obtained by Purchaser upon request. Purchaser acknowledges that it may obtain devices which have the capability of testing whether the Products delivered hereunder meet such specifications. No claim of any kind with respect to any of the Products delivered hereunder, whether based on contract, negligence, warranty, strict liability or otherwise, shall be greater than the price paid for the Products in respect to which such claim is made.

THERE ARE NO EXPRESS WARRANTIES BY SELLER OTHER THAN THOSE SPECIFIED IN THIS PARAGRAPH. NO WARRANTIES BY SELLER (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) SHALL BE IMPLIED OR OTHERWISE CREATED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE UNDER THE UNIFORM COMMERCIAL CODE.

8. Liability and Indemnity  
Purchaser acknowledges that there are hazards associated with the use of the Products. It is Purchaser's responsibility to make its personnel and employees aware of such hazards and Purchaser undertakes and assumes all responsibility for notifying its employees and independent contractors of all hazards to persons and property in any way connected with the Products. Purchaser also assumes all responsibility for the safety and the results of using the Products. Purchaser assumes all risk and liability for loss, damages or injury to persons or property arising out of the presence or use of the Products. Seller will not be liable for any special, indirect, incidental or consequential damages hereunder, whether arising from failure to deliver the Products or negligence, warranty, strict liability or otherwise. Purchaser will defend and indemnify Seller from any claims of any third party related to this Agreement, any product sold pursuant to this Agreement, any claims of injury or damage arising out of the use of the cylinders rented under this Agreement and any other claims having anything to do with the Product sold, transported or used related to this Agreement. Purchaser shall pay Seller's attorney fees and expenses incurred in any claim made against Seller for which Purchaser is required to indemnify Seller. Purchaser shall obtain and maintain liability insurance for all operations and use of the cylinders rented and Product purchased under this Agreement with an insurer acceptable to Seller in the amount of at least \$1,000,000 and show Seller as an additional insured on said policy. Purchaser and its insurer shall indemnify and hold harmless Seller from any claims or liability arising in any way related to products by Purchaser from Seller while this agreement is in effect.

9. Contingencies  
Seller will not be liable for default or delay in delivery or other performance of any of its obligations hereunder due to acts of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, labor disturbance, national defense requirement, governmental law, ordinance, rule or regulation, whether valid or invalid, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or any similar or different contingency beyond its reasonable control which would make performance commercially impracticable whether or not the contingency is of the same class as those enumerated above.

10. Assignment  
This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. Purchaser has the right to assign its interest in this Agreement to any other person without the prior written consent of Seller.

11. Notice  
Any notice required to be given by either party under this Agreement shall be in writing and delivered by facsimile or e-mail transmission, followed by regular mail, or by certified mail to the other party at its address set forth above. Any notice shall be deemed to have been given on the date posted.

12. Seller's Remedies  
If Purchaser fails to make payment in accordance with this Agreement, if Purchaser breaches any other provision of the Agreement or any other agreement with Seller and such breach is not cured within 30 days after notice thereof to Purchaser, or if Seller should, in good faith, reasonably feel insecure as to Purchaser's financial responsibility, then Seller may demand immediate payment of all indebtedness of the Purchaser to the Seller, suspend all further deliveries, require advance payment for further deliveries, cancel and terminate this Agreement immediately upon written notice to Purchaser and/or exercise any and all rights and remedies available to it under law in addition to those provided herein.

13. Collection  
If collection of Purchaser's account or recovery of Seller's cylinders from Purchaser is necessary, Purchaser agrees to pay Seller's costs of such collection or recovery, including reasonable attorney's fees.

14. Prior Agreements  
This agreement contains the entire agreement between the parties and supersedes any prior agreement or agreements between them for sales of the Products to Purchaser. There are no other promises, representations or warranties affecting this Agreement, and any other or different terms or conditions in any purchase order issued or accepted hereunder shall be deemed null and void. This agreement may only be changed in writing signed by both parties.

15. No Agreement for Services  
Seller is only a distributor of products and does not manufacture any products sold under this agreement and makes no changes or alterations in any products it sells. All products sold either contain manufacturer warning labels and other information regarding the products and their use or such information will be provided on request. Seller does not provide any services as part of any agreement unless expressly provided. Safety in use of products and in Purchaser's operations and the obtaining and distribution of Safety Information regarding any products are solely the responsibility of Purchaser and any claims against Seller for failure to provide safety information, advice, or warnings concerning products or their use or misuse are subject to the agreement set forth in paragraph 8 above that requires the Purchaser and/or its insurer to indemnify and defend Seller for any such claims.

16. Applicable Law  
The validity, interpretation and performance of this Agreement shall be governed by the laws of the state of Mississippi. Seller and Purchaser agree that this contract has been entered into in Forrest County, Mississippi and that any litigation in any way related to this Agreement or its performance will be resolved by the courts of Forrest County, Mississippi.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

(If there are any changes to the form of this contract or any provisions are lined out, it must be signed by an officer of the company to be binding on Nordan Smith.)

Purchaser: Petal Fire Dept.  
Signature: Jock Hardy  
Title: Chief  
Date: 9-1-2010

Seller: Nordan Smith  
Signature: Deanna Jones  
Title: Medical Gas Sales  
Date: 9-1-10

Schedule A

Product Pricing

Medical Gases:

ALOXDOTE	Oxygen, USP, OxyTote	\$7.50 each
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Cylinder Rent

Option 1: Cylinder Rental  
.15 cents per day per cylinder on all D size OxyTote cylinders. (These cylinders have a built in regulator and the regulator is included in the cylinder rental.)

Option 2: Cylinder Lease  
9 D size OxyTote cylinders at an Annual Lease Rate of \$486.00 per year.  
This lease price is based upon the quantity of 9 cylinders being kept at the Petal Fire Department at all times. An increase in the cylinders would require additional leases to be billed on the additional cylinders.

Note:  
No price increase for 12 months from date of the contract and should a price increase become necessary, it shall not exceed a 5% price increase and shall only become effective on the 30<sup>th</sup> day after each anniversary date and with prior written notice to Petal Fire Department.

Purchaser	Seller
Petal Fire Department	Nordan Smith
By: <u>Jock Hardy</u>	By: <u>Deanna Jones</u>
Title: <u>Chief</u>	Title: <u>Medical Gas Sales</u>
Date: <u>9-1-2010</u>	Date: <u>9-1-2010</u>

ORDER

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, have received from the Mississippi State Tax Commission, notice of the adoption of the Motor Vehicle Assessment Schedule by said Commission for the fiscal year 2010-2011; and

**EXHIBIT "C"**

WHEREAS, the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passenger vehicles and light trucks is produced only through the computer system of the county tax collector, and is the schedule that is subject for adoption and

WHEREAS, the Mayor and Board of Aldermen of said City desire to adopt the same for said City in assessing and collecting ad valorem taxes on Motor Vehicles for the ensuing year;

WHEREAS, the Mayor and Board of Aldermen are also desirous for the County Tax Collector to collect the City of Petal's Motor Vehicle Ad Valorem taxes as stated in Section 27-51-29 of the Mississippi Code of 1972, as annotated and recompiled;

IT IS THEREFORE ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi that;

The Motor Vehicle Assessment Schedule for the fiscal year 2010-2011 adopted by the Mississippi State Tax commission under the provisions of the Motor Vehicle Ad Valorem Act of 1958, as amended by the laws of 1960, (being Section 27-51-21 of the Mississippi Code of 1972, annotated and amended), is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Petal, Mississippi for the fiscal year beginning October 1, 2010 and ending September 30, 2011.

A regular meeting of the Mayor and Board of Aldermen of the City of Petal, Mississippi will be held in the City Hall of said City at 7:00 P.M., Tuesday, September 7, 2010 for the purpose of hearing and taking action on any complaint or objection filed in writing objecting to and petitioning for a specified reduction of any portion or portions of said Motor Vehicle Assessment Schedule affecting the complainant directly.

SO ORDERED on this the 17<sup>th</sup> day of August, A.D., 2010.

\_\_\_\_\_  
HAL MARX  
MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
MELISSA MARTIN  
CITY CLERK

Publish (1) time:

RESOLUTION

Resolution finding and determining that the property located at 114 Cedar Street in Petal, Mississippi and owned by Thomas Josiah Byrd, is in such a state of uncleanness 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 114 Cedar Street in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

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

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 114 Cedar Street, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property 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 17<sup>th</sup> day of August, 2010 A.D.

  
Hal Marx, Mayor

(SEAL)

ATTEST:

  
Melissa Martin, City Clerk

RESOLUTION

Resolution finding and determining that the property located at 101 Greens Creek Dr in Petal, Mississippi and owned by Sarah L. Portwood, is in such a state of uncleanness as to be a menace to the public health and safety of the community

**EXHIBIT "D"**

WHEREAS, due and proper notice has been given to the owners of the property located as 101 Greens Creek Drive in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

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 property located at 101 Greens Creek Drive, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

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

SECTION 3.

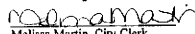
That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 17<sup>th</sup> day of August, 2010 A.D.

  
Hal Marx, Mayor

(SEAL)

ATTEST:

  
Melissa Martin, City Clerk

RESOLUTION

Resolution finding and determining that the mobile home located at 309 1/2 E Cherry Dr in Petal, Mississippi and owned by Gladys Nicholson is in violation of the Official Zoning Ordinance

WHEREAS, due and proper notice has been given to the owner of the property located at 309 1/2 E Cherry Dr. in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be brought up to the City's Code and personal property 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 309 1/2 E Cherry Dr, in Petal, Mississippi is in violation of Section 6.113 and Section 9.10 of the Official Zoning Ordinance and should be removed.

SECTION 2.

That if the owner of said property has not removed the structure within ten (10) days, 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.

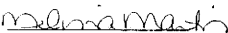
That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 17<sup>th</sup> day of August, 2010, A.D.

  
Hal Marx, Mayor

(SEAL)

ATTEST:

  
Melissa Martin, City Clerk

RESOLUTION

Resolution finding and determining that the property located at 123 Pine Street in Petal, Mississippi and owned by Jesse M Lee, is in such a state of uncleanness 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 123 Pine Street in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

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 property located at 123 Pine Street, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property 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 17<sup>th</sup> day of August, 2010 A.D.

  
Hal Marx, Mayor

(SEAL)

ATTEST:

  
Melissa Martin, City Clerk

CITY OF PETAL  
MINUTE BOOK 31

RESOLUTION

Resolution finding and determining that the property located at 111 Centre Circle in Petal, Mississippi and owned by Edward & Tracy Simmons, is in such a state of uncleanness as to be a menace to the public health and safety of the community **264**

WHEREAS, due and proper notice has been given to the owners of the property located as 111 Centre Circle in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

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,

**EXHIBIT "D"**

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 111 Centre Circle, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

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

SECTION 3.

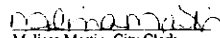
That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended

SO RESOLVED, on this the 17<sup>th</sup> day of August, 2010 A.D.

  
Hal Marx, Mayor

(SEAL)

ATTEST:

  
Melissa Martin, City Clerk

RESOLUTION

Resolution finding and determining that the property located at 302 Mitchell Avenue in Petal, Mississippi and owned by Marjorie Korman, is in such a state of uncleanness 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 302 Mitchell Avenue in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

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 property located at 302 Mitchell Avenue, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property 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 17<sup>th</sup> day of August, 2010 A.D.

  
Hal Marx, Mayor

(SEAL)

ATTEST:

  
Melissa Martin, City Clerk

RESOLUTION

Resolution finding and determining that the property located at 300 Napoleon Ave in Petal, Mississippi and owned by Jason & Cassandra Rogers, is in such a state of uncleanness 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 300 Napoleon Ave in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

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 property located at 300 Napoleon Ave, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

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

SECTION 3.

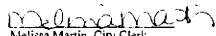
That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 17<sup>th</sup> day of August, 2010 A.D.

  
Hal Marx, Mayor

(SEAL)

ATTEST:

  
Melissa Martin, City Clerk



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