

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 NOVEMBER 2, 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	ADA MADISON JEFF PITTMAN TOMMYE CORLEY 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:

BIDS & QUOTES

REQUEST TO ACCEPT BIDS ON REAR LOADER FOR SANITATION DEPT.

GENERAL BUSINESS

- REQUEST TO ACCEPT 6-MONTH LEASE EXTENSION OF SKATE PARK PRO SHOP WITH KARI NGUYEN AT \$420.00 PER MONTH
- REQUEST TO PURCHASE TICKETS TO MAYOR'S PRAYER BREAKFAST FROM THE KIWANIS CLUB AT A PRICE OF \$60.00
- REQUEST TO ACCEPT AGREEMENT WITH SACRED HEART BASEBALL PROGRAM.
- REQUEST TO ACCEPT AGREEMENT WITH SACRED HEART SOFTBALL PROGRAM.
- REQUEST TO APPROVE THE DOCKET OF CLAIMS FOR THE MONTH OF OCTOBER 2010.

SEMINARS & TRAVEL

- OMIT #1
- OMIT #2

ORDERS & ORDINANCES

- OMIT #2
- REQUEST TO HIRE ROBERT SCOTT AS PART TIME FIREFIGHTER

RESOLUTIONS & PROCLAMATIONS

- REQUEST TO ADOPT VETERAN'S DAY PROCLAMATION

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. 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 MINUTES OF THE REGULAR MEETING OF OCTOBER 19, 2010.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF OCTOBER 19, 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 PRESENTED THE SEALED BIDS ON THE TRUCK MOUNTED REAR
LOADER.

INGRAM EQUIPMENT - \$138,718.80
INGRAM EQUIP ALTERNATE - \$139,664.48
TRI STATE TRUCK CENTER - \$148,900.00

THEREUPON, ALDERMAN HINTON MADE A MOTION TO TAKE THE BIDS UNDER
ADVISEMENT. 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 PAY ESTIMATE #2 IN THE AMOUNT
OF \$96,024.23 TO PRECISION CONSTRUCTION FOR CENTRAL AVENUE DRAINAGE.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO
PAY ESTIMATE #2 IN THE AMOUNT OF \$96,024.23 TO PRECISION CONSTRUCTION FOR
CENTRAL AVE DRAINAGE PER SHOWS, DEARMAN & WAITS 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 PURCHASE AN AD IN THE JR MISS
PROGRAM.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE PURCHASE OF
AN AD IN THE JR MISS PROGRAM IN THE AMOUNT OF \$50.00. 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 TO SET A VARIANCE HEARING DATE
FOR PROPERTY ON BAKER STREET.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO SET A VARIANCE HEARING DATE OF 11/30/2010 AT 6:00 P.M. FOR BAKER STREET PROPERTY. 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 ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO DENY THE ZONING CHANGE REQUESTED FOR 430 OLD RICHTON RD.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO DENY THE ZONING CHANGE REQUESTED FOR 430 OLD RICHTON RD FROM C-1 TO C-3. 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 DENY THE ZONING CHANGE REQUESTED FOR 428 OLD RICHTON RD.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO DENY THE ZONING CHANGE REQUESTED FOR 428 OLD RICHTON RD FROM C-1 TO C-3. 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 ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO DENY THE ZONING CHANGE REQUESTED FOR 403/405 E SECOND AVE.

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO DENY THE ZONING CHANGE REQUESTED FOR 403/405 E SECOND AVE FROM C-1 TO C-3. 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 AGREEMENT WITH FORREST COUNTY SETTING JAIL FEES @ \$35.00 PER DAY.

EXHIBIT "A"

AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE AGREEMENT WITH FORREST COUNTY SETTING JAIL FEES @ \$35.00 PER DAY. 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 MEMORANDUM OF UNDERSTANDING WITH AAA AMBULANCE SERVICE.

EXHIBIT "B"

MEMO OF UNDERSTANDING

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ACCEPT THE MEMORANDUM OF UNDERSTANDING WITH AAA AMBULANCE SERVICE. 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 THE FISCAL AUDIT FOR PINE BELT REGIONAL SOLID WASTE AUTHORITY FY2010.

EXHIBIT "C"

LETTER OF AUDIT

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ACCEPT THE FISCAL AUDIT FOR PINE BELT REGIONAL SOLID WASTE AUTHORITY FY2010. 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 PROOF OF PUBLICATION FOR FILING.

NOTICE TO BIDDERS – TRUCK MOUNTED REAR LOADER

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE FOREGOING PROOF OF PUBLICATION FOR FILING. 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 THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF OCTOBER 2010.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF OCTOBER 2010 FOR FILING. 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 ACCEPT THE 6-MONTH LEASE EXTENSION ON THE SKATE PARK PRO SHOP WITH KARI NGUYEN AT A RATE OF \$420.00 PER MONTH.

EXHIBIT "D"

LEASE AGREEMENT

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ACCEPT THE 6-MONTH LEASE EXTENSION ON THE SKATE PARK PRO SHOP WITH KARI NGUYEN AT A RATE OF \$420.00 PER MONTH. 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 PURCHASE TICKETS TO THE MAYOR'S PRAYER BREAKFAST FROM THE KIWANIS CLUB AT A PRICE OF \$60.00.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PURCHASE TICKETS TO THE MAYOR'S PRAYER BREAKFAST AT A COST OF \$60.00. 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 AGREEMENT WITH SACRED HEART BASEBALL PROGRAM.

EXHIBIT "E"

AGREEMENT WITH SACRED HEART BASEBALL

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE AGREEMENT WITH SACRED HEART BASEBALL PROGRAM PER THE PARKS AND RECREATION COMMISSION RECOMMENDATION. 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 TO ACCEPT THE AGREEMENT WITH SACRED HEART SOFTBALL PROGRAM.

EXHIBIT "F"

AGREEMENT WITH SACRED HEART SOFBALL

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE AGREEMENT WITH SACRED HEART SOFTBALL PROGRAM PER THE PARKS AND RECREATION COMMISSION RECOMMENDATION. 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 DOCKET OF CLAIMS FOR THE MONTH OF OCTOBER 2010.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO APPROVE CLAIMS #117123-117511 FOR THE MONTH OF OCTOBER 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 FOR ASHLEY RUPLE TO ATTEND STORM CONFERENCE IN VICKSBURG, MS.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE ASHLEY RUPLE TO ATTEND THE STORM CONFERENCE IN VICKSBURG, MS AT NO COST TO THE CITY. 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 THE FOLLOWING ORDER PROMOTING BRIAN WELLS.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
PROMOTE BRIAN WELLS IN THE FIRE DEPT

IT IS HEREBY ORDERED THAT BRIAN WELLS BE
PROMOTED TO 1ST CLASS FIREFIGHTER AT A RATE
OF \$11.77 PER HOUR EFFECTIVE NOVEMBER 3, 2010.

SO ORDERED THIS THE 2ND DAY OF NOVEMBER, 2010.

THEREUPON, ALDERMAN STRINGER 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 ROBERT SCOTT IN
THE FIRE DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
DEEM IT NECESSARY TO HIRE A PART TIME
FIREFIGHTER

IT IS HEREBY ORDERED THAT ROBERT SCOTT BE
HIRED AS PART TIME FIREFIGHTER AT A RATE OF
\$8.50 PER HOUR EFFECTIVE NOVEMBER 3, 2010

SO ORDERED THIS THE 2ND DAY OF NOVEMBER 2010

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOREGOING ORDER.
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 THE FOLLOWING PROCLAMATION APPROVING
DECEMBER 31, 2010 AS A HOLIDAY.

EXHIBIT "G"

PROCLAMATION

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING
PROCLAMATION APPROVING DECEMBER 31, 2010 AS A HOLIDAY. 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 PROCLAMATION RECOGNIZING VETERAN'S DAY

EXHIBIT "H"

PROCLAMATION

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADOPT THE FOREGOING PROCLAMATION RECOGNIZING VETERAN'S DAY. 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 BROUGHT UP DISCUSSION ON THE RECYCLING GRANT AWARDED TO THE CITY.

THEREUPON, ALDERMAN RUNNELS PROPOSED THAT THE RECYCLING CENTER BE PLACED ON FAIRCHILD DR NEXT TO THE FIRE STATION. CHIEF HENDRY NOTES THERE IS LESS THAN 25 FT BETWEEN THE BUILDING AND THE PROPERTY LINE. ALDERMAN RUNNELS ASKS MAYOR MARX TO SPEAK WITH MDOT ABOUT DEEDING THE CITY A COUPLE OF FEET ON THEIR RIGHT OF WAY TO HAVE ENOUGH ROOM FOR THE RECYCLING CENTER.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE REGULAR MEETING OF NOVEMBER 2, 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 NOVEMBER 2, 2010



MAYOR HAL MARX

SEAL

ATTEST


MELISSA MARTIN, CITY CLERK

Sheriff or his representative, providing said person is in an acceptable medical condition as determined by the Sheriff or his designee and has been properly charged. In the event of assignment to a detention facility other than the Forrest County Jail after booking, the prisoner shall be transported by the Sheriff's Department.

AGREEMENT

EXHIBIT "A"

WHEREAS, heretofore the Governing Authorities of Forrest County and the City of Petal entered into a written agreement for the housing of Petal City prisoners in the Forrest County Regional Jail and other community based correctional facilities; and,

WHEREAS, the previous agreement must be revised due its expiration.

NOW, THEREFORE, IT IS HEREBY AGREED by and between Forrest County and the City of Petal as follows:

1.

Forrest County, through the Forrest County Sheriff's Department, shall continue to operate, maintain and supervise all community based adult correctional facilities, which include at this time the Forrest County Regional Jail and the Forrest County Sheriff's Department Work Center.

2.

The City of Petal shall continue to incarcerate and house its adult prisoners in one or more of the community based correctional facilities operated by Forrest County.

3.

A "City Prisoner" is defined for the purposes of this Agreement as any individual who is incarcerated in a community based correctional facility operated by Forrest County, Mississippi, pursuant to an arrest by City of Petal police officers upon a misdemeanor charge or upon a felony charge pending the filing of a Court Order binding the defendant over for action by the Grand Jury where the alleged offense occurred within the corporate limits of the City of Petal.

4.

The classification, inter-facility assignment, and situs of detention, with respect to any "City Prisoner" shall be vested solely in the Forrest County Sheriff's Department, but City prisoners who may be eligible for assignment to a prisoner work crew shall be assigned solely to a City work crew.

5.

In the event of severe overcrowding or some other emergency, as determined by the Sheriff of Forrest County or his representative, "City Prisoners" confined on minor, non-violent crimes may be released early, without bond, or on his/her own recognizance pending appearance in the Municipal Court of the City of Petal. When practical, notification prior to release will be made to the City Police Department and input will be solicited and received on a case by case basis as to why an individual should not be released due to overcrowding or other emergency, but the final determination regarding release due to overcrowding or other emergency situation will be made by the Sheriff of Forrest County or his representative. Once release has been decided, the City Court Clerk shall be notified.

6.

The City of Petal shall deliver to Forrest County Regional Jail any prisoners to be incarcerated and housed as a "City Prisoner" and such person so delivered shall be received, incarcerated and housed in one of the Forrest County facilities as may be designated by the

7.

The City of Petal shall pay all medical costs and expenses of any "City Prisoner" requiring medical or dental services, pursuant to § 47-1-57 and §47-1-59 of the Mississippi Code of 1972, as amended. These medical/dental expenses shall be billed directly to the City of Petal. Other medical supplies furnished and dispensed by the Sheriff's Department to a City prisoner pursuant to the directions and authority of a licensed medical person or jail nurse shall be billed by the County with an itemization of supplies and services provided.

8.

The City of Petal will provide transportation and security for any "City Prisoner" who requires medical/dental attention from a local hospital, dental office or clinic and will pay for the cost of emergency medical transportation (ambulance) when reasonable and necessary to protect the safety and well-being of such prisoner.

9.

In consideration of the housing of "City Prisoners" in one or more of the community based correctional facilities operated by Forrest County, the City of Petal agrees:

- a. To pay monthly to Forrest County as billed by the Sheriff computed on a per prisoner per day basis, with the day of booking to be charged at the full day rate and with 12:00 o'clock noon being the daily head-count time for determining charges for any subsequent days. For purposes of computing charges for prisoner days, a day shall run from 12:00 noon to 12:00 noon the next day. The daily rate shall be Thirty Five Dollars (\$35.00) per day per prisoner; and,
- b. To pay the medical costs of "City Prisoners" as set forth in Paragraphs 7 and 8 of this Agreement.

10.

By the execution of this Agreement, the City of Petal does not assume any liability for the operation of any community based correctional facility operated by Forrest County or the Forrest County Sheriff's Department with respect to any claims that anyone may have which arise solely out of the operation of a correctional facility rather than as a result of some action or inaction on the part of the City of Petal or its agents, servants or employees.

11.

The parties agree to enter into any other joint, cooperative program or project which may be contemplated in the future which may be mutually beneficial to the parties and which would further accomplish the goals and purposes of this Agreement.

12.

This Agreement may be terminated by either party for any reason by giving ninety (90) days written notice of intent to terminate.

13.

This Agreement shall take effect November 1, 2010, and shall continue in force for the

current term of office of the Forrest County Board of Supervisors unless altered or modified by agreement of the parties or unless earlier terminated as hereinabove provided.

WITNESS THE SIGNATURES of the parties by and through their respective and duly authorized representatives.

FORREST COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Clerk

CITY OF PETAL

By: Kal Max
Mayor

ATTEST:

M. M. Martin
Clerk

Memorandum of Understanding

Between

City of Petal Fire Department

And

AAA Ambulance Service

CITY OF PETAL
MINUTE BOOK 31

EXHIBIT "B"

- 1. Suspected or confirmed life-threatening situations, including respiratory-cardiac arrest or distress, chest pain, electrocution, gun shots or stab wounds.
2. Calls requiring extrication or other specialized rescue (including confined, trench or high angle).
3. Calls involving hazardous materials.
4. Mass casualty incidents.
5. Calls where fire hazards exist.
6. All motor vehicle crashes with suspected injuries.
7. Industrial/machine accidents.
8. Overdose or poisoning.
9. Burns

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This Memorandum of Understanding is entered into on this 24th day of November, 2010, by and between The City of Petal, Mississippi, Fire Department (hereinafter "PFD") and AAA Ambulance Service, a Mississippi non-profit corporation, (hereinafter "AAA") for the purpose of reducing to written form their agreement as to the provision of emergency medical services ("EMS") within the jurisdictional boundaries of The City of Petal, Mississippi

AAA is licensed by the Mississippi State Department of Health, Bureau of Emergency Medical Services, to provide advanced life support ambulance services. AAA's service area includes the areas served by PFD in Forrest County, Mississippi, which comprises the areas within the jurisdictional boundaries of The City of Petal, Mississippi.

PFD is a department of The City of Petal, Mississippi, responsible for fire suppression, rescue, First Responder emergency medical response, hazardous materials response and fire prevention and education services for the City.

AAA has been appointed by Forrest County, Mississippi, pursuant to ordinance duly adopted by the Board of Supervisors, as the Emergency Medical Services Lead Agency for the county. In that capacity, AAA must coordinate all EMS activities within the jurisdictional boundaries of the county, except where a municipality has adopted its own ordinance relating to the provision of emergency medical services. The City of Petal, Mississippi has not adopted any such ordinance and has elected to abide by the ordinance enacted by Forrest County, Mississippi. PFD has resources available to supplement and enhance the system of emergency medical services within the jurisdictional boundaries of the City and for this reason the following agreement is made.

It is the intent of the parties that AAA and PFD work in conjunction to provide appropriate EMS first response within the City. AAA, as Lead Agency under the county ordinance, shall direct that the City of Petal Dispatch Center request that PFD respond its appropriate unit(s) and personnel in the support of EMS as first response units on all emergency requests, when available, within the jurisdictional boundaries of the City of Petal, to specifically include the following categories of calls:

In addition to the above, AAA may direct that the City of Petal Dispatch Center request PFD respond to the following situations:

- 1. Calls where additional manpower is needed for extraordinary circumstances.
2. Calls where there may be an unusual delay in response by AAA.

The General Guidelines under which AAA and PFD will operate to insure the proper provision of EMS first response within the City is as follows:

- 1. The Rules and Regulations of the Mississippi State Department of Health, Bureau of Emergency Medical Services, shall govern the management of the emergency scene. AAA and its medical control shall at all times, as between AAA and PFD, maintain authority of patient management.
2. City of Petal Dispatch Center (PDC) will dispatch the appropriate PFD units and personnel according to the PFD Operational Plan and Protocol. Upon receipt of a call for emergency medical response, PDC will transfer the caller to the AAA Ambulance Service Dispatch Center while remaining on the line to ascertain the nature of the call. If the nature of call falls within the category of calls previously enumerated, PDC will automatically dispatch the appropriate PFD unit(s) and personnel. Once dispatched, appropriate PFD unit(s) and personnel shall proceed to the emergency scene immediately.
3. AAA will replace disposable supplies (one-for-one) used by PFD in reporting to EMS first response calls, at no cost to PFD. Disposal supplies include the following:

Cardboard Splints

- Head Blocks
Cervical Collars
Bag Valve Mask
Oral Airways
Nasal Airways
Nasal Cannulas
Non-Rebreather Mask
Simple Face Mask
Kling
Gauze
Triangular Bandages
Cold Packs
Hot Packs
Assorted Tapes
Disposable Gloves

- 4. AAA will provide reasonable access to EMS continuing education opportunities to all interested PFD personnel designated by PFD for participation in such programs
5. PFD will from time to time offer educational opportunities to all interested AAA personnel
6. PFD will establish an operational plan for the provision of EMS first response to include the following:
a. Operational Scope and Response Plan
b. Establishment of minimum training guidelines and certifications to include, at a minimum, National Registry of EMT First Responder Certification and Mississippi State Department of Health First Responder Certification
c. Minimum and required equipment for each first response unit
d. Documentation standards for patient care
e. Treatment Protocols approved by the off-line medical director of AAA
f. PFD will keep in force its general liability policy.
g. PFD will evaluate continually the response of its EMS first responders in areas of appropriateness of pre-hospital care and work in concert with AAA's Quality Assurance team, as needed, to elevate the level of care provided through its first responders.

- 7. PFD personnel are to accompany patients in AAA ambulances only when absolutely necessary, and only then if adequate Fire Department personnel are available and approval is obtained from the ranking PFD officer on scene. Note, AAA and PFD recognize that certain fire service obligations will take precedence over EMS calls. PFD will establish these policies as part of its Operational Scope and Response Plan.
8. Only authorized PFD personnel, on-duty and functioning in an official capacity, shall be dispatched in response to requests for first responder assistance.
9. PFD agrees that all EMS first response by their personnel will occur in coordination with AAA under the terms of this Agreement, and not as an independent emergency medical service
10. AAA and PFD may determine who, within their respective organizations, shall be authorized to make the determination that an ambulance or fire department unit is not required and, thus, cancel a responding ambulance or fire department unit and carry out the necessary patient refusal procedures.

This Memorandum of Understanding shall remain in full force and effect as long as AAA serves as Lead Agency for Forrest County, Mississippi.

EXECUTED as of the date first set forth above.

THE CITY OF PETAL, MISSISSIPPI
FIRE DEPARTMENT

By: [Signature]

AAA AMBULANCE SERVICE

By: [Signature]

During the term and pendency of this Lease Agreement, the Lessee, ~~378~~ Ngyuen, will cause to have in effect, a policy of liability insurance indemnifying both Kari Ngyuen and the City of Petal, a Municipal Corporation, from any claim, action or injury alleged to have been sustained on the premises of the Pro Shop at the Petal Skate Park. The City of Petal, Mississippi, will be named as an additional insured in said policy of liability insurance.

EXHIBIT "D"

LEASE AGREEMENT

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, do hereby find, adjudicate, and determine that the reasonable rental for the Pro Shop at the Petal Skate Park would be the sum of four hundred and twenty dollars (\$420.00) per month, and whereas, KARI NGYUEN wishes to lease and to rent the Pro Shop at the Petal Skate Park and to pay to the City of Petal the sum of four hundred and twenty dollars (\$420.00) per month, it is, therefore, agreed as follows, to wit:

1.

That the City of Petal will lease and let unto Kari Ngyuen, the Pro Shop located at the Petal Skate Park, for a period of six (6) months, beginning on the 1st day of November, A.D., 2010, and extending until the 30th day of April, 2011.

2.

That during the term of this lease, adequate consideration will be paid by Kari Ngyuen in the amount of four hundred and twenty dollars (\$420.00) per month, which sum shall be due and payable to the City of Petal on or before the 1st day of each month, for the next preceding month's rentals.

3.

The City of Petal will cause to be furnished the utilities at the Pro Shop at the Petal Skate Park, at no charge to the Lessee, Kari Ngyuen.

5.

As part of this Lease Agreement, the Lessee, Kari Ngyuen, agrees to the following stipulations from the City of Petal: (1) That she, Kari Ngyuen, will make no changes to, or allow any changes to the Skate Park that are not approved by the City of Petal; (2) That she, Kari Ngyuen, will not charge a fee to enter the park with the exception of approved competition/events; (3) That she, Kari Ngyuen, will get approval from the City of Petal before conducting any competition/events; (4) That she, Kari Ngyuen, will assist with and, at times, be responsible for enforcing Skate Park Rules; (5) That she, Kari Ngyuen, will open and close the Skate Park if business hours do not coincide with the Recreation Department schedule; (6) That she, Kari Ngyuen, will immediately inform the City of Petal Recreation Department and/or City of Petal Police Department of all accidents/incidents that take place in and around the Skate Park. (7) That she, Kari Ngyuen, will be responsible for the costs of any repairs associated with the installation and use of a sink and drain, including repairs to the water line if the line becomes blocked.

6.

It is contemplated that this Lease Agreement may be renewed from time to time, upon such terms and conditions as the parties find agreeable.

7.

The City of Petal reserves the right to terminate the lease with Kari Ngyuen, upon any grounds that it finds to be appropriate, by giving to Kari Ngyuen, thirty (30) days written notice of its intention to cancel the lease.

8.

For any legal notices required by this Lease Agreement, the following individuals and addresses will be appropriate:

Hal Marx, Mayor
City of Petal
119 West 8th Avenue
Petal, Mississippi 39465

Kari Ngyuen

WITNESS THE SIGNATURES of the parties on this, the 3rd day of November, A.D., 2010.

LESSOR:

City of Petal, a Municipal Corporation

By: Hal Marx
HAL MARX, Mayor

LESSEE:

By: Kari Ngyuen
Kari Ngyuen

CITY OF PETAL
Proposed Agreement between
The City of Petal and Sacred Heart High School Baseball

EXHIBIT "E"

This agreement is a joint venture (partnership) between The City of Petal and Sacred Heart High School Baseball.

The City of Petal shall;

1. Allow Sacred Heart High School Baseball Team to use the High School Baseball field located at the Robert E Russell Complex for a minimum of eight (8) home games and maximum of twelve (12) home games to be worked around Petal Middle School Baseball program. Should Sacred Heart Baseball make playoffs, the City shall make fields available for all home games scheduled during playoffs.
2. Maintain and prepare fields for use prior to each scheduled game as per specifications of the MHSAA, and when necessary provide lights for play. However, field preparation will be the responsibility of the Sacred Heart Baseball Staff or any game scheduled during the Petal School District's designated Spring Break.
3. Ensure scoreboard and intercom systems are properly maintained and operating.
4. Allow Sacred Heart School field access two weekends in January to conduct Try-Outs. Start time shall be no earlier than 8 a.m. and end no later than 6 p.m.
5. Allow Sacred Heart Baseball to have access to field one hour prior to all home games schedule at the complex.
6. Allow Sacred Heart Baseball Team access to field for practice to be worked out with Petal Recreation Director.
7. Have sole operation and management of the Concession Stand expenses and income.

Sacred Heart High School Baseball shall;

1. Be Sole manager of its High School Baseball Program.
2. Play under MHSAA program at no cost to City of Petal.
3. Play by MHSAA rules and regulations.
4. Pay all Umpires and score keepers.
5. Be permitted to take up gate entrance fees at all home games to offset cost of umpires.
6. Provide Insurance of players as per MHSAA requirements.
7. Provide Insurance of facility as per MHSAA requirements.
8. Clean all dugouts after all home games.
9. Provide a maintain a supply of chalk, field conditioner and any paint needed to line or mark fields to the City of Petal in order to offset cost of maintenance of complex.
10. Acknowledge that this agreement is secondary to any agreement between the City of Petal and the Petal School District.
11. Provide the Director of Recreation a schedule of proposed field use 30 days prior to use for tryouts and regular season schedule.
12. Provide playoff schedule as soon as district play has been completed for any and all home playoff games.

This agreement shall be enforced for a period of two (2) years from effective date executed by both parties.

The City of Petal; Hal Mays Date 11-5-10
Sacred Heart High School; Steve Albrecht Date 12-3-10
Sacred Heart Baseball Coach; _____ Date _____

The City of Petal and Sacred Heart High School Softball

EXHIBIT "F"

This agreement is a joint venture (partnership) between The City of Petal and Sacred Heart High School Softball.

The City of Petal Shall:

1. Allow Sacred Heart High School Softball Team to use the softball field located at the Robert E Russell Complex for all home games, whenever no conflict exists with any Petal Recreation program. In the event that Sacred Heart Softball make playoffs, make fields available for all home games scheduled during playoffs.
2. Maintain and prepare fields for use prior to each scheduled game as per specifications of the MHSAA, and when necessary provide lights for play. However, field preparation will be the responsibility of the Sacred Heart Softball Staff for any game scheduled during the Petal School District's designated Spring Break
3. Ensure scoreboard and intercom systems are properly maintained and operating.
4. Allow Sacred Heart High School field access two weekends in January to conduct Try-Outs. Start time shall be no earlier than 8 a.m. and end no later than 6 p.m.
5. Allow Sacred Heart Softball to have access to field one hour prior to all home games scheduled at the complex.
6. Allow Sacred Heart Softball team access to field for practice to be worked out with Petal Recreation Director.
7. Have sole operation and management of the Concession Stand expenses and income.

Sacred Heart High School Softball shall:

1. Be sole manager of its High School Softball Program.
2. Play under MHSAA program at no cost to City of Petal.
3. Play by MHSAA rules and regulations.
4. Pay all umpires and score keepers.
5. Be permitted to take up gate entrance fees at all home games to offset cost of umpires.
6. Provide Insurance of players as per MHSAA requirements.
7. Provide Insurance of facility as per MHSAA requirements.
8. Clean all dugouts after all home games.
9. Provide and maintain a supply of chalk, field conditioner and any paint needed to line or mark fields to the City of Petal in order to offset cost of maintenance of complex.
10. Acknowledge that this agreement is secondary to any agreement between the City of Petal and the Petal Recreation Dept.
11. Provide the Director of Recreation a schedule of proposed field use 30 days prior to use for tryouts and regular season schedule.
12. Provide playoff schedule as soon as district play has been completed for any and all home playoff games.

This Agreement shall be enforced for a period of (2) years from effective date executed by both parties.

The City Of Petal _____ Date 11-5-10

Sacred Heart High School [Signature] _____ Date 12-3-10

Sacred Heart Softball Coach _____ Date _____

EXHIBIT "G"



A PROCLAMATION

BY THE

GOVERNOR

WHEREAS, under the provisions of Section 3-3-7, Mississippi Code of 1972, Thanksgiving Day, Christmas Day and New Year's Day are declared legal holidays in the State of Mississippi; and

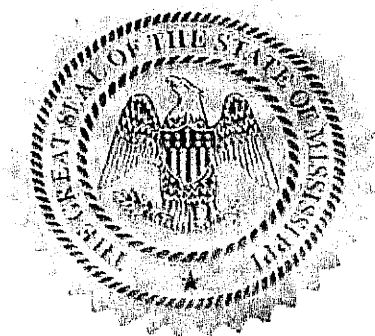
WHEREAS, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states;

NOW, THEREFORE, I, Haley Barbour, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 25, 2010, in observance of THANKSGIVING DAY, Monday, December 27, 2010, in observance of CHRISTMAS DAY, and on Monday, January 3, 2011, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 26, 2010, in further observance of the Thanksgiving holiday, Friday, December 24, 2010, in further observance of Christmas day, and Friday, December 31, 2010, in further observance of New Year's Day, and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 13th day of October in the year of our Lord, two thousand and ten, and of the Independence of the United States of America, the two hundred and thirty-fifth.



Haley Barbour
HALEY BARBOUR

PROCLAMATION

Whereas, the 11th day of the 11th month is set aside as a day to honor the men and women who have worn the uniform of the Armed Forces of the United States of America; and

Whereas, it is good for us all to reflect on the service of our fathers and mothers, brothers and sisters, friends and neighbors who have proudly defended the freedoms we enjoy as Americans; and

Whereas, we need to be especially mindful of those who are currently serving in far-away lands in this time of war, as well as those who are not in harm's way, but who may be deployed to combat zones in the future; and


Whereas, it is because of those currently serving and those who have served in past generations that we are able to live in this great democracy;

Therefore, the Mayor and Board of Aldermen of the City of Petal, Mississippi, do Proclaim that November 11, 2010, Veteran's Day, is a day to honor our military members, past and present, and to thank them for their patriotism in serving the nation that we all love.

Alderman David Clayton	Aye
Alderman Tony Ducker	Aye
Alderman James Runnels	Aye
Alderman Steve Stringer	Aye
Alderman Willie Hinton	Aye



Hal Marx, Mayor


Melissa Martin, City Clerk