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 MAY 4, 2010 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT

MAYOR HAL MARX

CITY ATTORNEY

TOM TYNER

ALDERMEN

DAVID CLAYTON TONY DUCKER WILLIE HINTON JAMES RUNNELS STEVE STRINGER

OTHERS

EL & GAIL PORTER TOMMYE CORLEY

BEN PIPER ADA MADISON ALLEN FLYNT CHARLES KENDRICK AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY CHARLES KENDRICK.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX CALLED ON TOM HARDGES TO ADDRESS THE AUDIENCE.

THEREUPON, MR. HARDGES RECOGNIZED RICARDO MORENO OF ADVANTAGE SUZUKI AND JOHN WEEKS OF SHOWS, DEARMAN & WAITS FOR CONTINUED SUPPORT FOR THE CITY OF PETAL SPRING BREAK CAMP.

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

OLD BUSINESS:

1. REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO DENY THE BUFFER ZONE AMENDMENT REQUEST BY PETER HOWARD.

GENERAL BUSINESS

22.A OMIT

 $\,$ 23. REQUEST FOR KARI NGUYEN TO ADDRESS THE BOARD REGARDING SKATE SHOP MODIFICATIONS.

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 DAVID CLAYTON 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 APRIL 20, 2010.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE MINUTES OF THE REGULAR MEETING OF APRIL 20, 2010 AS WRITTEN. ALDERMAN STRINGER SECONDED THE MOTION

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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.

THEREUPON, ADA MADISON ADDRESSED THE BOARD REGARDING SPRINGFIELD ROAD SEWER PROJECT. MS. MADISON IS CONCERNED THAT THE DRIVEWAYS ARE NOT BEING REPLACED IN THE SAME SHAPE THEY WERE IN BEFORE THE PROJECT BEGAN. JOHN WEEKS INFORMED MS. MADISON THAT HE HAD BEEN IN TOUCH WITH THE CONTRACTOR AND THEY WERE SUPPOSED TO BE BACK IN THE AREA IN THE COMING WEEK. MS. MADISON ALSO EXPRESSED CONCERN OVER A SMELL COMING FROM THE LIFT STATION IN HER BACK YARD.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO DENY THE BUFFER ZONE AMENDMENT REQUESTED BY PETER HOWARD.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO DENY THE PLANNING COMMISSION RECOMMENDATION TO DENY THE BUFFER ZONE AMENDMENT AND TO GRANT THE BUFFER ZONE AMENDMENT WITH CERTAIN CONDITIONS. ALDERMAN STRINGER SECONDED THE MOTION.

EXHIBIT "A" BUFFER ZONE CONDITIONS

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 CONSIDER INVOICE 7173 FROM REED CONSTRUCTION FOR PAYMENT IN THE AMOUNT OF \$4650.00.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO TABLE THE PAYMENT OF INVOICE 7173 FROM REED CONSTRUCTION IN THE AMOUNT OF \$4650.00 UNTIL FURTHER INFORMATION CAN BE OBTAINED. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 SHOWS, DEARMAN & WAITS INVOICE 16028 IN THE AMOUNT OF \$3597.68 FOR KELLY ROSE LANE-GREEN'S CREEK.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY SHOWS, DEARMAN & WAITS INVOICE 16028 IN THE AMOUNT OF \$3597.68 FOR KELLY ROSE LANE-GREEN'S CREEK. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 SHOWS, DEARMAN & WAITS INVOICE 16008 IN THE AMOUNT OF \$504.00 FOR HUNTER'S RIDGE FIRE LINE "AS BUILT" DRAWINGS.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY SHOWS, DEARMAN & WAITS INVOICE 16008 IN THE AMOUNT OF \$504.00 FOR HUNTER'S RIDGE FIRE LINE "AS BUILT" DRAWINGS. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 SHOWS, DEARMAN & WAITS INVOICE 16009 IN THE AMOUNT OF \$4124.07 FOR 2010 STREET REPAIRS.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY SHOWS, DEARMAN & WAITS INVOICE 16009 IN THE AMOUNT OF \$4124.07 FOR 2010 STREET REPAIRS. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 STATE ASSESSMENTS FROM 2007 IN THE AMOUNT OF \$65,377.00 TO THE DEPT OF FINANCE & ADMINISTRATION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY STATE ASSESSMENTS FROM 2007 IN THE AMOUNT OF \$65,377.00 TO THE DEPT OF FINANCE & ADMINISTRATION. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 AN ADJUSTMENT TO THE WATER SERVICES BILLED AT 309 E CHERRY DR.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO DENY THE ADJUSTMENT FOR WATER SERVICES BILLED AT 309 E CHERRY DR. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON ALDERMAN TONY DUCKER ALDERMAN WILLIE HINTON ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN JAMES RUNNELS

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO EXECUTE AN ENGINEERING CONTRACT WITH SHOWS, DEARMAN & WAITS FOR GREENS CREEK DRAINAGE IMPROVEMENTS NEAR ELIZABETH CIRCLE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE AN ENGINEERING CONTRACT WITH SHOWS, DEARMAN & WAITS FOR GREENS CREEK DRAINAGE IMPROVEMENTS NEAR ELIZABETH CIRCLE. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 THE MAYOR TO EXECUTE A LETTER TO THE OFFICE OF STATE AID FOR CHAPPELL HILL BRIDGE PROJECT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE A LETTER TO THE OFFICE OF STATE AID FOR THE CHAPPELL HILL BRIDGE PROJECT. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 SPIT SOCK HOODS OUT OF THE LAW ENFORCEMENT FUND IN THE AMOUNT OF \$142.50.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE POLICE DEPT TO PURCHASE SPIT SOCK HOODS OUT OF THE LAW ENFORCEMENT FUND IN THE AMOUNT OF \$142.50. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 TRANSFER THE FOLLOWING EQUIPMENT FROM THE RECREATION DEPT TO THE FIRE DEPT.

- A. CUB CADET 48" ZERO TURN MOWER
- B. SHINDAIWA WEEDEATER

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE TRANSFER OF THE FOREGOING EQUIPMENT FROM THE RECREATION DEPT TO THE FIRE DEPT. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 RENEW THE STATEWIDE MUTUAL AID AGREEMENT WITH THE EMERGENCY MANAGEMENT DISTRICT.

EXHIBIT "B" SMAC AGREEMENT

THEREUPON, ALDERMAN HINTON MADE A MOTION TO RENEW THE STATEWIDE MUTUAL AID AGREEMENT WITH THE EMERGENCY MANAGEMENT DISTRICT. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 FOLLOWING PROOFS OF PUBLICATION.

- A. ORDINANCE 1979 (42-A356)
- B. NOTICE TO BIDDERS BALLFIELD CONSTRUCTION FRIENDLY PARK PHASE III

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE FOREGOING PROOFS OF PUBLICATION FOR FILING. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 TRANSFER A 1997 FORD F150, VIN# 1FTZF1767WNA76917, FROM THE STREET DEPT TO THE RECREATION DEPT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE TRANSFER OF A 1997 FORD F150, VIN# 1FTZF1767WNA76917 FROM THE STREET DEPT TO THE RECREATION DEPT. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 POLICE DEPT TO BEGIN USING DOCVIEW SOFTWARE.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE POLICE DEPT TO BEGIN USING DOCVIEW SOFTWARE. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 DISPOSE OF INOPERABLE PROPERTY IN THE FIRE DEPT.

EXHIBIT "C"
LIST OF DISPOSED PROPERTY

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE FIRE DEPT TO DISPOSE OF THE FOREGOING PROPERTY. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 DISPOSE OF BROKEN TABLES AT THE CIVIC CENTER.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE CIVIC CENTER TO DISPOSE OF BROKEN TABLES. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 APPROVE THE DOCKET OF CLAIMS FOR THE MONTH OF APRIL 2010.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY CLAIMS #114258 – 114765 FOR THE MONTH OF APRIL 2010, ALDERMAN HINTON SECONDED THE MOTION,

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 THE FOLLOWING INVOICES TO AULTMAN, TYNER & RUFFIN.

INVOICE 46876 11/11/2007 INVOICE 53682 04/27/2009 INVOICE 53683 04/27/2009 INVOICE 53684 04/27/2009 INVOICE 53685 04/27/2009 INVOICE 53686 04/27/2009 INVOICE 53687 04/27/2009

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE FOREGOING INVOICES TO AULTMAN, TYNER & RUFFIN. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 GRANT THE FOLLOWING VARIANCES FOR CEDARWOOD SUBDIVISION PHASE II.

- A. ALLOW THE DEVELOPER TO USE 2" ASPHALT AND ROADWAY TO BE CONSTRUCTED AS PER REGULATIONS IN THE PREVIOUS SUBDIVISION REGULATIONS; ORDINANCE 1991 (75)
- B. ALLOW GRINDER PUMPS (LOW-PRESSURE SEWER) ON A MAXIMUM OF SEVEN (7) LOTS IN CEDARWOOD PHASE II
- C. GRANT RELIEF FROM THE SIDEWALK REQUIRMENTS FOR CEDARWOOD PHASE II.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT THE FOREGOING VARIANCES TO CEDARWOOD SUBDIVISION PHASE II. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDINANCE AMENDING THE OFFICIAL ZONING ORDINANCE.

EXHIBIT "D" ORDINANCE 1979 (42-A357)

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDINANCE AMENDING THE SUBDIVISION REGULATIONS.

EXHIBIT "E"

ORDINANCE 2007 (3-1)

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 HEARING DATE FOR 33 FERNCREST LOOP.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO SET A PUBLIC HEARING DATE OF JUNE 1, 2010 AT 5:30 P.M. IN THE BOARD ROOM OF CITY HALL. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED ON KARI NGUYEN TO ADDRESS THE BOARD REGARDING SKATE SHOP MODIFICATIONS.

THEREUPON, MS. NGUYEN ADDRESSED THE BOARD REQUESTING TO ADD A SINK TO THE SKATE SHOP BUILDING AND ALSO CHANGE OUT ONE WINDOW TO SERVE AS A CONCESSION WINDOW. MR. HARDGES COMMENTED THAT THE WATER LINE WOULDN'T BE AN ISSUE. HE HAD SPOKEN WITH JESSIE IN THE WATER DEPT AND THE WATER DEPT CAN RUN THE LINE. THE ONLY DIFFERENCE IN THE BUILDING FROM THE OUTSIDE WILL BE A DIFFERENT WINDOW.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE MODIFICATIONS TO THE SKATE SHOP AS LONG AS THE WATER DEPT INSTALLS A WATER LINE AND BILLS MS. NGUYEN FOR ANY COSTS AND THE CONTRACTOR WHO WILL REPLACE THE WINDOW IS APPROVED BY MR. HARDGES. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 ON MAY 4 – MAY 6, 2010.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE ASHLEY RUPLE TO ATTEND STORM CONFERENCE IN VICKSBURG, MS ON MAY 4 – MAY 6, 2010 AND TO PAY EXPENSES. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 JONATHAN BRADY TO ATTEND TACTICAL HANDGUN SCHOOL ON MAY 17 AND MAY 18, 2010 AT LAMAR COUNTY.

THEREUPON, ALDERMAN STRINGER MADE Λ MOTION TO AUTHORIZE JONATHAN BRADY TO ATTEND TACTICAL HANDGUN SCHOOL ON MAY 17 AND MAY 18, 2010 AT LAMAR COUNTY AT NO COST TO THE CITY. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 TOM TYNER TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE TOM TYNER TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS AND TO PAY EXPENSES. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 LYNN WHEAT TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE LYNN WHEAT TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS AND TO PAY EXPENSES. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 SHANE PICKETT TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE SHANE PICKETT TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS AND TO PAY EXPENSES. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON

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 LEE WEST TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE LEE WEST TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS AND TO PAY EXPENSES. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 MELISSA MARTIN TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE MELISSA MARTIN TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS AND TO PAY EXPENSES. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 CITY OFFICIALS TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE CITY OFFICIALS TO ATTEND THE 2010 MML CONVENTION IN BILOXI, MS AND TO PAY EXPENSES. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 AMY HEATH TO ATTEND SUMMER 2010 BOAM CONFERENCE IN GULFPORT, MS ON JUNE 21-25, 2010.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE AMY HEATH TO ATTEND SUMMER 2010 BOAM CONFERENCE IN GULFPORT, MS ON JUNE 21-25, 2010 AND TO PAY EXPENSES. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 REVIEW ORDINANCE 2010-122 PROHIBITING THE UNLAWFUL DESTRUCTION OF CITY PROPERTY.

EXHIBIT "F" ORDINANCE 2010-122

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO TAKE ORDINANCE 2010-122 UNDER REVIEW FOR A PERIOD OF TWO WEEKS. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 ANGELA HOEFLICH AS A PART TIME DISPATCHER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DO HEREBEY DEEM
IT NECESSARY TO HIRE A PART TIME
DISPATCHER

IT IS HEREBY ORDERED THAT ANGELA HOEFLICH BE HIRED AS PART TIME DISPATCHER IN THE POLICE DEPT AT A RATE OF \$7.25 PER HOUR EFFECTIVE MAY 4, 2010

SO ORDERED THIS THE 4TH DAY OF MAY 2010

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 JOHN BURCH PART TIME IN THE WATER DEPT.

ORDER

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

IT IS HEREBY ORDERED THAT JOHN BURCH

BE HIRED AS PART TIME LABORER IN THE WATER DEPT AT \$8.50 PER HOUR EFFECTIVE APRIL 27. 2010

SO ORDERED THIS THE 4TH DAY OF MAY 2010

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 DECLARING A DAY OF PRAYER IN THE CITY OF PETAL.

EXHIBIT "G"
PROCLAMATION – DAY OF PRAYER

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADOPT THE FOREGOING PROCLAMATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 HONORING BEN PIPER.

EXHIBIT "H"
PROCLAMATION – BEN PIPER

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING PROCLAMATION. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR EXECUTIVE SESSION.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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 CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON 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.

THEREUPON, ALDERMAN HINTON LEFT THE ROOM

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADJOURN THE REGULAR MEETING OF MAY 4, 2010. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON ALDERMAN TONY DUCKER 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 MAY 4, 2010

MAYOR HAL MARX

SEAL

ATTEST

MELISSA MARTIN, CITY CLERK



April 30, 2010

Gentlemen,

Honorable Mayor Hal Marx and Aldermen The City of Petal

RE: Howard Development, INC Etal, Buffer Zone

PETAL, MS 39465-2203



FLYNT AND ASSOCIATES, PLLC

PROFESSIONAL SURVEYORS

MISSISSIPPI, LOUISIANA AND ALABAMA

MINUTE BOOK 31 minutes of the May 04, 2010 board meeting.

If you should have any questions please do not hesitate to contact me.

Thank you again for your willingness to resolve this request.

I look forward to the finalization of this project by the completion of the task sent forth in this letter.

EXHIBIT "A Respectfully,
FLYNT & ASSOCIATES, PLIC
R. Allen Hynt, PLS
Flynt and Associates, PLLC
Agent for Howard Development, INC Etal

In accordance with your request I have prepared this letter to set forth our understanding of the requirements in order to receive final approval on the buffer zone release on the above referenced project.

It is our understanding Howard Development, INC Etal shall complete the following tasks:

Θ,

8 11-11-11-11

古立ち

Wordreen

c Ostilia

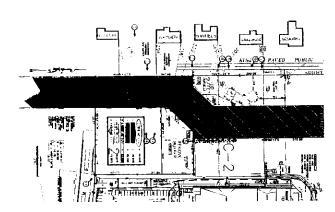
æį́

Exhibit "A"

is our understanding Howard Development, INC Etal shall complete the non-owing ks:
1) Complete the new planting in area "A" as shown on Exhibit "A".
2) Area "A" on Exhibit "A" will be considered and maintained as part of the new buffer area.
3) Plant area "B" in accordance with Exhibit "A" which was added to the original landscape design after the field investigation and sitewalk with the City Fathers and surrounding neighbors.
5) All planting will be accomplished with the location shown on Exhibit "A". However, the maple trees will be replaced with Evergreens.
6) All planting will be accomplished before October 31, 2010.
7) Area "D" as shown on Exhibit "A" will be considered and maintained as part of the new buffer area and no vegetation will be disturbed within area D.
8) No tree removal or clearing will be done within the areas requested to be removed from the buffer zone until all planting is completed in accordance with Exhibit "A" and upon the receipt of final approval by the planning department inspector.
9) Future clearing and grading of the 1.4585 acre parcel will be performed in accordance with the future rane changes there will remain a minimum 100" wide

After the acceptance of the buffer zone changes there will remain a minimum 100° wide buffer zone area as shown in orange on Exhibit "B" attached hereto and made a part hereof.







STATEWIDE MUTUAL AID COMPACT

State of Mississippi

Statewide Mutual Aid Compact



A System for Utilizing All Available Resources During

plans and procedures to implement this Agreement;

NOW, THEREFORE, the Parties agree to agree as follows:

SECTION 1. DEFINITIONS

A. "AGREEMENT" means the Statewide Mutual Aid Agreement/Compact. Political subdivisions of the State of Mississippi may become a party to this Agreement by executing a copy of this Agreement and providing a copy with the original signatures and authorizing resolution(s) to the Mississip Emergency Management Agency. Copies of the agreement with original signatures and copies of authorizing resolutions and insurance letters shall be filed and maintained at the Agency headquarters in Pearl, Mississippi.

B. "REQUESTING PARTY" means the participating government entity requesting aid in the event of an emergency. Each numicipality must coordinate requests for state or federal emergency response assistance through its county.

C. "ASSISTING PARTY" means the participating government entity furnishing equipment, services and/or manpower to the requesting Party.

D. "AUTHORIZED REPRESENTATIVE" means an employee of a participating government authorized in writing by that government to request, offer or provide assistance under the terms of this Agreement. The list of authorized representatives for the participating government executing this Agreement shall be attached as Exhibit A, and shall be updated as needed by each participating government.

E. "AGENCY" means The Mississippi Emergency Management Agen

F. "EMERGENCY" means any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.

G. "DISASTER" means any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a proclamation of a Local emergency by a city/county, a declaration of a State of Emergency by the Governor, or a disaster declaration by the President of the United States.

H. "MAJOR DISASTER" means a disaster that will likely exceed local capabilities and require a broad

"PARTICIPATING GOVERNMENT" means the State of Mississippi and any political subdivision ate State of Mississippi which executes this mutual aid agreement and supplies a completed executed to the Agency.

J. "PERIOD OF ASSISTANCE" means the period of time beginning with the departure of any personnel and equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance and ending upon the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip to the Requesting Party or the return trip from the Requesting Party during which the personnel of the

EXHIBIT "B"

(SMAC) Revised December 2009

THIS AGREEMENT IS ENTERED INTO BETWEEN THE STATE OF MISSISSIPPI, MISSISSIPPI EMERGENCY MANAGEMENT AGENCY, AND BY AND AMONG EACH COUNTY AND MUNICIPALITY THAT EXECUTES AND ADOPTS THE TERMS AND CONDITIONS CONTAINED HEREIN, BASED ON THE FOLLOWING FACTS:

WHEREAS, the State of Mississippi is geographically vulnerable to hurricanes, tornadoes, freshwater flooding, and other natural disasters that in the past have caused severe disruption of essential human services and severe property damage to public roads, utilities, buildings, parks, and other government owned facilities; and

WHEREAS, Section 33-15-19(a) Mississippi Code of 1972, as amended, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, Section 33-15-1 et seq. of the Mississippi Code of 1972, as amended, the Mississippi Emergency Act of 1995 (the Act) sets forth details concerning powers, duties, rights, privileges, and immunities of political subdivisions of the state rendering outside aid; and

WHEREAS, the Act authorizes the State to enter into a contract on behalf of the state for the lease of to any political subdivision of the state to enter into a contract on behalf of the state for the lease or boan to any political subdivision of the state any real or personal property of the state government or the temporary transfer or employment of personnel of the state government to or by any political subdivision of the state; and

WHEREAS, Section 33-15-17 of the Act authorizes the governing body of each political subdivision of the state to enter into such contract or lease within the state, accept any such loan, or employ such personnel, and such political subdivision may equip, maintain, utilize, and operate any such property and employ necessary personnel therefor in accordance with the purposes for which such contract is executed, and to otherwise do all things and perform any and all acts which it may deem necessary to effectuate the purpose for which contract was entered into; and

WHEREAS, the Act requires that each municipality must coordinate requests for state or federal emergency response essistance with its county; and

WHEREAS, the Parties to this Agreement recognize that additional manpower and equipment may be needed to mitigate further damage and restore vital services to the citizens of the affected community should such disasters occur; and

WHEREAS, to provide the most effective mutual aid possible, each Participating Government, intends to foster communications between the personnel of the other Participating Governments by visits, compilation of asset inventories (shown as Exhibit B), exchange of information and development of plans

Assisting Party are engaged in a course of conduct not reasonably necessary for their safe arrival at or return from the Requesting Party.

K. "WORK OR WORK-RELATED PERIOD" means any period of time in which either the personnel or equipment of the Assisting Party are being used by the Requesting Party to provide assistance and for which the requesting Party will reimburse the Assisting Party. Specifically included within such period of time are rest breaks when the personnel of the Assisting Party will return to active work within a reasonable time. Specifically excluded from such period of time are breakfast, lunch, and the content of the content of the personnel of the area of the personnel of

Nothing should be derived from the above statement that excludes Assisting Party personnel from being considered "on the job" for purposes of workers compensation injuries or accidents during these periods.

SECTION 2. PROCEDURES

When a participating government either becomes affected by, or is under imminent threat of, a major disaster, it may request emergency related mutual aid assistance either by: (I) proclaiming a local emergency and transmitting a copy of that proclamation along with a completed Part I Identification of Need (Form REQ-A, Appendix A) to the Assisting Party, or to the Agency, or (ii) by orally communicating a request for mutual aid assistance to Assisting Party or to the Agency, followed as soon as practicable by <u>written confirmation</u> of said request shown as Form REQ-A in Appendix A.

Mutual aid shall not be requested by Participating Governments unless resources available within the stricken area are deemed inadequate by that participating government. Municipalities shall coordinate requests for state or federal assistance with their county Emergency Management Agencies. All requests for mutual aid shall be transmitted by the Authorized Representative or the <a href="Director of the Local Emergency Management Agency. Request for assistance may be communicated either to the Agency or directly to an Assisting Party. Requests for assistance under this Agreement shall be limited to major disasters, except where the Participating Government has no other mutual aid agreement based upon Section 33-15-19(a), Mississippi Code, in which case a participating Government may request assistance pursuant to the provisions of this agreement.

A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the authorized representative of the Assisting Party and shall provide them with the information in paragraph C below. All communications shall be conducted directly between the Requesting and Assisting Parties. Each party shall be responsible for keeping the Agency advised of the status of the response activities. The Agency shall not be responsible for costs associated with such direct requests for assistance unless it so elects. However, the Agency may provide, by rule, for reimbursement of eligible expenses from the Disaster Assistance Trust fund.

B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM, THE AGENCY:
The Requesting Party may directly contact the Agency, in which case it shall provide the Agency with the information in paragraph C below. The Agency may then contact other Participating Governments on behalf of the Requesting Party and coordinate the provision of mutual aid. The Agency shall not be responsible for costs associated with such indirect requests for assistance, unless the Agency so indicates in writing at the time it transmits the request to the Assisting Party. In no event shall the Agency be responsible for costs associated with assistance in the absence of appropriated funds. In all cases, the party receiving the mutual aid shall be primarily responsible for the costs incurred by any Assisting Party providing assistance pursuant to the provisions of this Agreement.

- Identification of the public infrastructure system for which assistance is needed (i.e. sanit sewer, potable water, streets, or storm water systems) and the type of work assistanceded.
- needed.

 The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed; and include a description of working conditions and if personnel will be locally housed.

 The need for sites, structures or buildings outside the Requesting Party's political subdivision to serve as relief centers or staging areas for incoming emergency goods and
- Situation to service a related enhanced of a representative of the requesting Party to meet the An estimated time and a specific place for a representative of the requesting Party to meet the personnel and equipment of any Assisting party.

This information may be provided on the form shown in Appendix A as the form REQ-A, or by any other available means. The Agency may revise the format of Form REQ-A subsequent to the execution of this agreement, in which case it shall distribute copies to all participating governments.

- ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER D. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party or the Agency, the authorized representatives of any participating government agree to assess their government's situation to determine available personnel, equipment and other resources, All participating governments shall render assistance to the extent personnel, equipment and resources are available. Each participating government agrees to render assistance in accordance with the terms of this Agreement to the fullest extent possible. When the authorized representative determines that his Participating Government has available personnel, equipment or other resources, they shall so noutly the requesting Party or the Agency, whichever communicated the request, and provide the information on Part II of the REQ-A form. The Agency shall, upon response from sufficient participating parties to meet the needs of the requesting Party, notify the authorized representative of the requesting Party and provide them with the information to the extent known on Part 2 of REQ-A form. The Assisting Party shall complete a winten acknowledgment regarding the assistance to be rendered, setting forth the information transmitted in the request, and shall transmit it by the quickest practical means to the Requesting Party or the Agency, as applicable for approval. The form to serve as this written acknowledgment is shown in Appendix A as Form REQ-A.
- E. WRITTEN ACKNOWLEDGEMENT: The Requesting Party/Agency shall respond to the acknowledgment by executing Part 3 of the REQ-A form shown in Appendix A, and returning a Assisting Party by the quickest practical means, maintaining a copy for its file records
- F. SUPERVISION AND CONTROL: The personnel, equipment and resources of any Assisting Party shall remain under operational control of the requesting Party for the area in which they are serving. Direct supervision and control of said personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. Representatives of the Requesting Party shall

instances in which costs are reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228. The Assisting Party shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of the Assisting Party, help, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. The total equipment charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting party.

- C. MATERIALS AND SUPPLIES: The Assisting Party shall be reimbursed for all materials and C. MATERIALS AND SUPPLIES: The Assisting Party shall be reimbursed for all materials and supplies funished by it and used or damaged during the period of assistance, except for the costs of equipment, fited and maintenance materials, labor and supplies, which shall be included in the equipment rate established in 3 B. Above, unless such damage is coused by gross negligence, willful and wanton misconduct, miemional misuse, or recklessiness of the Assisting Party's personnel. The Assisting Party's Personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206 228. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Agency.
- D. RECORD KEEPING: The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party or the Agency using format used or required by FEMA publications, including 44 CFR part 13 and applicable Office of Management and Budget Circulars. Requesting Party and Agency finance personnel shall provide information, directions, and assistance for record keeping to Assisting Party personnel.
- E. PAYMENT: Unless otherwise munually agreed in the written acknowledgment executed in accordance with paragraph 2.1, or a subsequent written addendum to the acknowledgment, the reimbirisable expenses with an itemized notice as soon as practicable after the expenses are incurred, but not later than 60 days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR part 206. The Requesting Party shall pay the bill or advise of any dispoted items, not later than 60 days following the billing date. These time frames may be modified by mutual agreement. This shall not preclude an Assisting Party or Requesting Party from assuming or donating, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided to a Requesting Party.
- F. PAYMENT BY OR THROUGH THE AGENCY: The Mississippi Emergency Management Agency may reinaburse for all actual and necessary travel and subsistence expenses for personnel providing assistance pursuant to the request of the Agency, to the extent of funds available and contingent upon an annual appropriation from the legislature for such purposes. The Assisting Party shall be responsible for making written request to the Agency for reinabursement of travel and subsistence expenses, prior to submitting a request for payment to the Requesting Party. The Assisting Party's written request should be submitted as soon as possible after expiration of the period of assistance. The Agency shall provide a written response to said requests within 10 days of actual receipt. If the Agency denies said request, the Assisting Party shall then bill the requesting party. In the event that an affected jurisdiction requests assistance without forwarding said request though the Agency, or an assisting party provides assistance without having been requested by the Agency to do so, the Agency shall not be liable for reimbursement of any of the cost(s) of assistance. The Agency may serve as the eligible entity for

C. REQUIRED INFORMATION: Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage sustained:

2. Identification of the emergency service function for which assistance is needed (e.g. fire, laMINUTE BOOK 2). Identification of the emergency medical, unasportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support health and other medical services, search and rescue, etc.) and the particular type XHIBIT

3. Identification of the public inhastructure system for which assistance is needed (i.e. sanitary)

Shall assign work tasks to the supervisory personnel of the Assisting Party, shall have the responsibility and enthority for assigning work and establishing work schedules for the personnel of the Assisting Party, shall; maintain daily personnel time records, material records and a log of equipment 40 hours, be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party shall; maintain daily personnel time records, material records and a log of equipment 40 hours, be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party shall; maintain daily personnel time records, material records and a log of equipment 40 hours, be responsible for the operation and maintenance of the equipment 40 hours, be responsible for the operation and maintenance of the equipment 40 hours, be responsible for the operation and maintenance of the equipment 40 hours, be responsible for the operation and maintenance of the equipment 40 hours, be responsible for the operation and maintenance of the equipment 40 hours, be responsible for the operation and maintenance of the equipment 40 hours, be responsible for the operation and maintenance of the equipment 40 hours, be responsible for the operation and paintenance of the equipment 40 hours, be responsible for the oper

- G. FOOD; HOUSING; SELE-SUFFICIENCY: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by emergencies or disasters. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.
- RIGHTS AND PRIVILEGE: Whenever the employees of the Assisting Party are rendering outside and pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment as authorized in 33-15-
- 1. COMMUNICATIONS: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.

SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreemen shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the written acknowledgment executed in accordance with paragraph 2D and E of this Agreement. The Requesting Party shall be ultimately responsible for reimbursement of all digible expenses. The Assisting Party shall submit reimbursement documentation to the Requesting Party on the forms shown in Appendix B.

- A. PERSONNEL: During the period of assistance, the Assisting Party shall continue to pay its employees according to its their prevailing ordinances, riles, and regulations. The Requesting Party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP). However, the Requesting Party shall not be responsible for reimbursing any amounts paid or due as benefits to employees of the Assisting Party under the terms of the Mississippi Workers' Compensation Act (Section 71-3-1, Mississippi Code) due to personal injury or death occurring while such employees are negaged in tendering and under this agreement. Both the Requesting Party and the Assisting Party shall be responsible for payment of such benefits only to their own employees.
- B. EQUIPMENT: The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances

serve as the eligible entity for requesting reimbursement of eligible costs from FEMA. Any costs to be so reimbursed by or through the Agency shall be determined in accordance with 44 CFR 206.228. The Agency may authorize applications for reimbursement of eligible costs from the Disaster Assistance Trust Fund, established pursuant to Section 33-15-301 Mississippi Code, in the event that the disaster or emergency event is not declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-707. Such applications shall be evaluated pursuant to rules established by the Agency, and may be funded only to the extent of available funds.

for the extent permitted by law, the Parties shall not be fiable for actions to the extent provided by Section 33-15-21(a). This immunity may be waived by the Parties in a manner provided by law to the extent that adequate insurance coverage is in effect.

SECTION 5. LENGTH OF TIME FOR EMERGENCY

The duration of such Local emergency declared by the Requesting Party is limited to extended with review, if necessary, in 30 day increments as specified in 33-15-17(d). ted to 30 days. It may be

SECTION 6. TERM

This Agreement shall be in effect for one (1) year from the date hereof and shall automatically be renewed in successive one (1) year terms unless terminated upon 60 days advance written notice by the participating government. Notice of such termination shall be made in writing and shall be served personally or by registered mati upon the Director, Rississippi Emergency Management Agency, Pearl, Mississippi, which shall provide copies to all other Participating Parties. Notice of termination shall not relieve the withdrawing Party from obligations incurred hereunder prior to the effective date of the withdrawing and shall not be effective until 60 days after notice thereof has been set by the Director, Mississippi Emergency Management Agency to all other Participating Governments.

SECTION 7. EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall be in full force and effect upon approval by the participating government and upon

SECTION 8. ROLE OF MISSISSIPPI EMERGENCY MANAGEMENT AGENCY

The responsibilities of the Mississippi Emergency Management Agency under this Agreement are to: (1) request mutual aid on behalf of a participating government, under the circumstances identified in the Agreement, (2) coordinate the provision of mutual aid to a Requesting Party, pursuant to the provision of this Agreement, (3) serve as the eligible entity for requesting reimbussement of eligible costs for FEMA, upon a Presidential disaster declaration, (4) serve as central depository for executed Agreemen and (5) maintain a current listing of participating Governments with their Authorized Representative an contact information, and to provide a copy of the listing to each of the Participating Governments on an annual basis during the second quarter of the calendar year. MEMA will assume no responsibility for any person, group or organization that self deploys.

Should any portion, section, or subsection of this Agreement be held to be invalid by a court of competent cliffy of PETAL jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining MINUTE BOOK 31 portions of this Agreement shall remain in full force and affect without regard to the section, portion, or MINUTE BOOK 31 subsection or power invalidated.

In the event that any parties to this agreement have entered into other mutual aid agreement, pursuant **EXHIBIT** "B" Section 33-15-19(a), Mississippi Code, or interlocal agreements pursuant to Section 17-13-1, Mississippi Code, those parties agree that said agreements are superseded by this agreement only for emergency management assistance and activities performed in catastroptic emergencies pursuant to this agreement. In the event that two or more parties to this agreement and the parties wish to engage in mutual aid, then the terms and conditions of this agreement shall apply unless otherwise agreed between those parties.

IN WITNESS WHEREOF, the parties named herein have dully executed this Agreement/Compact on the date set forth below:

ATTEST: CITY CLERK MOLINIA MATA	CITY/TOWN OF PETAL MISSISSIPPI By: /dal May
	Hal Mars Title: Mayor Mayor
Date: 4-27-/D	APPROVED AS TO FORM: City Allomost By The May May
STATE OF MISSISSIPPI MISSISSIPPI EMERGENCY MANAGEM	IENT AGENCY
Ву:	Date:
Mike Womack-Director	





PETAL FIRMBERARTMENT ADMINISTRATION OFFICE 102 FAIRCHILD DRIVE PETAL, MS. 39465 601-705-0908



CHIEF HENDRY

ASST. CHIEF PICKETT

To: Melissa Martin From: Asst. Chief Pickett

Date: April 19, 2010

Re: Disposal

We have found some miscellaneous equipment that has been in storage over the past couple of years and that are no longer in use and cannot be fixed. We have disposed of this equipment properly and have filled Melissa, out an equipment disposal form.

Thanks for your help,

Shane Pickett Asst. Fire Chief

2 Filing Cabinets

City # 01448

3 Desk Jet Printers 2 Makita Drills

1 Air Conditioner Pump

2 Battery Conditioners

5 Batteries

3 Radios

1 Siren Box

1 Computer Screen Monitor

3 Pager Covers

1 Computer Modem

1 Kodak Projector

143

CITY OF PETAL ORDINANCE BOOK 4

ORDINANCE NUMBER 1979 (42-A357)

AN ORDINANCE AMENDING CERTAIN SECTIONS OF ORDINANCE 1979(42) OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF PETAL, MISSISSIPPI.

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY

OF PETAL, MISSISSIPPI:

SECTION 1: The following articles of Ordinance 1979 (42) be amended as follows:

SECTION 6.02

R-1, LOW DENSITY RESIDENTIAL DISTRICT

6.02.3 Conditional Uses

6. Single family residential homes, containing less than 1400 square feet heated but not less than square feet heated may be constructed on a case-by-case basis upon approval of the a Commission and Board of Aldermen in compliance with sections 11.52 and 11.65 of fall Zoning Ordinance. The determination of the Planning Commission and Board of en shall be based upon the characteristics of the surrounding neighborhood(s). A single-arport or single-car garage is required and all setback requirements must be met.

SECTION 6.5

EVELYN GANDY PARKWAY DISTRICT

Section repealed.

ZONE SCREENING STANDARDS

A screen (wall, fence, or landscaping) not less than six (6) feet in height shall be erected between commercially zoned property and abutting residentially zoned property at the time that any building or structure is erected on the commercial property. The height of the screening shall be the vertical distance measured from the top of the screen to the lowest point to grade within the (3) feet of such screen on the commercially zoned property. The screening shall be constructed on or immediately adjacent to the line dividing the residential and commercial properties. A new screen shall not be required where there is an existing screen, which substantially conforms to this section, on the abutting residential property. If the existing screen on abutting residential property is the only screen that conforms to this section, and if it is removed, a new screen shall be required.

PUBLISH 1 TIME

SECTION 15.13 PEDESTRIAN ACCESS AND CIRCULATION REQUIREMENTS

CITY OF PET Section repealed.

CITY OF PET Section 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning MINUTE BOOK dispace No. 1979 (42) of the City of Petal, Mississippi, shall be and remain in full force.

SECTION 3. That this Ordinance shall take effect and be in full force within thirty (30) days from and after its passage as provided by law. The foregoing Ordinance having been reduced to writing, the same texture that the passage and the passage and a vote was taken thereon, first section by section and then upon the Ordinance as a whole with the following results:

Those present and voting "AYE" and in favor of the passage, adoption and approval of Sections 1, 2 and 3 of the foregoing Ordinance: ALDERMAN DAVID CLAYTON

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

Those present and voting "NAY" or against the adoption of any section of the foregoing Ordinance:

NONE

Those present and voting "AYE" and in favor of the adoption of the foregoing Ordinance as a

ALDERMAN DAVID CLAYTON ALDERMAN TONY DUCKER ALDERMAN WILLIE W. HINTON ALDERMAN JAMES RUNNELS ALDERMAN STEVE STRINGER

Those present and voting "NAY" or against the adoption of the foregoing Ordinance as a whole:

NONE

WHEREUPON, the foregoing Ordinance be, and the same is hereby passed, adopted and approved on this the $4^{\rm th}$ day of May 2010.

HAL MARX, MAYOR

(SEAL)

ATTEST

MELISSA MARTIN, CITY CLERK

CITY OF PETAL ORDINANCE BOOK 4

ORDINANCE NUMBER 2007 (3-1)

AN ORDINANCE AMENDING SECTION 502, SPECIFICATIONS AND MINIMUM DESIGN STANDARDS FOR ROADS AND STREETS, OF ORDINANCE 2007 (3) OF THE SUBDIVISION REGULATIONS FOR THE CITY OF PETAL, MISSISSIPPI.

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY

OF PETAL, MISSISSIPPI:

SECTION 1: The following articles of Ordinance 2007 (3) be amended as follows:

SPECIFICATIONS AND MINIMUM DESIGN STANDARDS FOR

ROADS AND STREETS

Pavement design for the proposed subdivision will be as follows:

The minimum structural number of the design of the city streets in the City of Petal shall be 2.26 consisting at least of 4" of Hot Mix Asphalt. The developer, in lieu of placing the final 1.5" of Hot Mix Asphalt, shall place with the city a bond, acceptable to the City Attorney, equal to 1.25 times the cost of placing the final 1.5" of Hot Mix Asphalt. The said cost shall be determined by the developer's engineer and approved by the City Engineer. The city shall cause to be placed the final 1.5" of Hot Mix Asphalt when it determines that lots have been sufficiently built upon that further construction activities will not Jamage street.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Subdivision Regulations Ordinance No. 2007 (3) of the City of Petal, Mississippi, shall be and remain in full force.

SECTION 3. That this Ordinance shall take effect and be in full force within thirty (30) days from and after its passage as provided by law. The foregoing Ordinance having been reduced to writing, the same was introduced and read, and a vote was taken thereon, first section by section and then upon the Ordinance as a whole with the following results:

Those present and voting "AYE" and in favor of the passage, adoption and approval of Sections 1,2 and 3 of the foregoing Ordinance:

ALDERMAN DAVID CLAYTON ALDERMAN TONY DUCKER ALDERMAN WILLIE W. HINTON ALDERMAN JAMES RUNNELS ALDERMAN STEVE STRINGER

CITY OF PETAL MINUTE BOOK 31

Those present and voting "NAY" or against the adoption of any section of the foregoing

Those present and voting "AYE" and in favor of the adoption of the foregoing Ordinance as a

EXHIBIT "E"

ALDERMAN DAVID CLAYTON ALDERMAN TONY DUCKER ALDERMAN WILLIE W. HINTON ALDERMAN JAMES RUNNELS ALDERMAN STEVE STRINGER

Those present and voting "NAY" or against the adoption of the foregoing Ordinance as a whole:

NONE

WHEREUPON, the foregoing Ordinance be, and the same is hereby passed, adopted and

	HAL MARX, MAYOR
(SEAL)	
ATTEST:	
MELISSA MARTIN, CITY CLER	

144

145

Hal Marx, Mayor

ORDINANCE 2010-122

AN ORDINANCE PROHIBITING THE DESTRUCTION OF CITY PROPERTY WITHIN THE CITY OF PETAL

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, AS FOLLOWS, TO-WIT:

SECTION 1

Anyone who knowingly, purposefully and unlawfully destroys or causes damage to property owned by the City of Petal shall be guilty of a misdemeanor.

SECTION :

Anyone found guilty of violating this ordinance shall be fined not less than one-hundred dollars (\$100) and not more than one-thousand (\$1,000), or sentenced to serve not more than ninety (90) days in jail.

SECTION 3

This Ordinance shall be effective thirty days from and after its passage.

The above and foregoing Ordinance having been reduced to writing, the same was read and voted again, this section by section and then upon the Ordinance as a whole.

Those present and voting "Aye" and in favor of the passage, adoption, and approval of Section 1, 2, and 3 of the foregoing Ordinance:

Alderman David Chayton Alderman Tony Ducker Alderman Willie Hinton Alderman James Runnels Alderman Steve Stringer

Those present and voting "Nay" or against any of said Sections of the foregoing Ordinance:

None

CITY OF PETAL Those present at MINUTE BOOK 31 Ordinance as a whole:

Those present and voting "Aye" and in favor of the passage, adoption and approval of the

None

EXHIBIT "F"

WHEREF	ORE, the	foregoing	Ordinano	e was du	ly passed	l, adopted	and app	rov e d on	this
 _day of		2010.							

(SEAL)

Attest:

Melissa Martin, City Clerk

Protetineation

Whereas, the United States of America has, from its beginning, acknowledged that our freedom is endowed to us from our Creator, and;

Whereas, throughout our nation's history, the men and women who have lead our country have publicly prayed to God in thanks and for wisdom and guidance, and;

Whereas, prayer serves as an integral part in the lives of many millions of Americans and many thousands of citizens in the City of Petal, and;

Whereas, May 6th, 2010 has been declared as a National Day of Prayer by the President of the United States, and;

Whereas, the Mayor and Board of Aldermen of the City of Petal wish to recognize the National Day of Prayer locally, and to encourage prayer and thanks to the Almighty for the blessings we have as a nation, a state, and a city, and to ask that the Lord continue to guide us in our daily lives;

Therefore, be it proclaimed that Thursday, May 6, 2010, is set aside as a Day of Prayer in the City of Petal, with citizens urged to remember the importance of prayer and the acknowledgement of God's blessings on the United States of America, the State of Mississippi, and the City of Petal.

Hal Marx, Mayor

Attest

Melissa Martin, City Clerk

PROCHBIMMITION

Whereas, Ben Piper has covered the City of Petal as a reporter for the Hattiesburg American newspaper for the past two years, and;

Whereas, Ben Piper has done an outstanding job keeping the people of Petal informed of the workings of their city government, and;

Whereas, Ben Piper has been consistently fair in his reporting, and has been willing to promote positive stories of our city, schools, churches, and civic organizations, and;

Whereas, Ben Piper is now leaving his position with the local newspaper and moving on to greener pastures;

Therefore, the Mayor and Board of Aldermen of the City of Petal wish to extend their thanks to Ben Piper for doing an excellent job writing about our community and to wish him well in all of his future endeavors.

The Mayor and Board of Aldermen also extend to Ben Piper the status of "Honorary Citizen of Petal", so that regardless of where he resides, Ben Piper can always call Petal his home.

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

> Hal May Hal Marx, Mayor

ATTEST

Melissa Martin, City Clerk

THIS

PAGE

LEFT

INTENTIONALLY

BLANK