

CITY OF PETAL
MINUTE BOOK 31

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BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON MAY 17, 2011 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT MAYOR HAL MARX

CITY ATTORNEY ROCKY EATON

ALDERMEN TONY DUCKER
WILLIE HINTON
JAMES RUNNELS (VIA PHONE)
STEVE STRINGER

OTHERS ADA MADISON
TOMMYE CORLEY
PHS FORENSICS TEAM
LATONYA FRELIX
AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY WILLIE HINTON.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, THE MAYOR PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

GENERAL BUSINESS

19. REQUEST TO ACCEPT EQUIPMENT GRANT THROUGH AFG PROGRAM FOR FIRE EQUIPMENT.
20. REQUEST TO ADD APPENDIX H TO THE FIRE DEPT SOG.

ORDERS & ORDINANCES

1. REQUEST TO TRANSFER CHAD LEWIS FROM FULL TIME TO PART TIME IN THE FIRE DEPT EFFECTIVE JUNE 5, 2011.

PROCLAMATIONS & RESOLUTIONS

2. REQUEST TO ADOPT RESOLUTION RECOGNIZING THE ACHIEVEMENTS OF THE PETAL HIGH SCHOOL FORENSICS TEAM AND INDIVIDUAL MEMBERS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA AS AMENDED. 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 MAY 3 AND THE SPECIAL MEETING OF MAY 11, 2011.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF MAY 3 AND THE SPECIAL MEETING OF MAY 11, 2011 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 PRESENTED THE FOLLOWING RESOLUTION RECOGNIZING THE PHS FORENSICS TEAM.

EXHIBIT "A"

RESOLUTION

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

THOSE PRESENT AND VOTING "AYE"

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

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THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT.

THERE WAS NONE.

WHEREAS, MAYOR MARX PRESENTED THE BID TAB FOR 2011 STREET REHAB PROJECT.

EXHIBIT "B"

BID TAB

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE BID FROM WARREN PAVING IN THE AMOUNT OF \$249,291.50 PER SHOWS, DEARMAN & WAITS 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 AN ORDINANCE MAKING METER DEPOSITS NON-REFUNDABLE.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO REJECT THE ORDINANCE. 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 ON JONATHAN GIBBS TO ADDRESS THE BOARD REGARDING 312 CEDAR ST.

THEREUPON, MR. GIBBS ADDRESSED THE BOARD REQUESTING MORE TIME TO BRING THE HOME AT 312 CEDAR ST UP TO CODE. MR. GIBBS STATED THAT HE WILL REMAIN IN TOWN TO MAKE SURE THE WORK IS BEING DONE. HE IS REHABING THE HOUSE AS A RENTAL OR LEASE PURCHASE HOME. MR. GIBBS BUSINESS IS HEARTLAND HOMES, LLC. THE PROPERTY HAS BEEN SOLD FOR TAXES, BUT HAS NOT AT THIS TIME BEEN REDEEMED AND HE IS WORKING TO SOLVE THAT MATTER ALSO.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO GIVE MR. GIBBS AN ADDITIONAL 30 DAYS TO MAKE REPAIRS TO THE HOME AT WHICH TIME A NEW HEARING WILL BE HELD TO DETERMINE THE STATE OF THE PROPERTY. 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 ON JAMES STOKES TO ADDRESS THE BOARD REGARDING SAFETY MATTERS IN TRAILWOOD.

THEREUPON, MR. STOKES ADDRESSED THE BOARD REQUESTING AN INCREASE IN POLICE PRESENCE DUE TO SPEEDING AND UNLICENSED DRIVERS IN THE NEIGHBORHOOD. MR. STOKES ALSO ASKED THAT THE POLICE INCREASE PATROL OF THE LAKE AREA NOW THAT SCHOOL IS GOING TO BE OUT FOR SUMMER.

THEREUPON, BRENT LINDLEY ADDRESSED THE BOARD STATING THAT THE HOMEOWNER'S ASSOCIATION HAS TRIED SENDING NEWSLETTERS, ETC ADDRESSING THE ISSUE IN THE NEIGHBORHOOD.

THEREUPON, CHIEF FULLER STATED THAT THE POLICE DEPT DID A DIRECT PATROL OF TRAILWOOD LAST AUGUST AND THEY HAD NOT RECEIVED ANY COMPLAINTS RECENTLY. THE ONLY ACCIDENT IN OUR RECORDS OCCURRED ON 4/20/2011.

THEREUPON, MR. STOKES INVITED MAYOR MARX AND THE ALDERMEN TO ATTEND ONE OF THE HOMEOWNER ASSOCIATION MEETINGS. THEY MEET ON THE 1ST MONDAY OF MONTH AT 6:00 P.M. IN THE MAGNOLIA ROOM AT HANCOCK BANK.

THEREUPON, MAYOR MARX ASKS LARRY CARRAWAY TO PAINT STRIPES AT THE STOP SIGNS PRESENTLY IN TRAILWOOD. ALDERMAN RUNNELS SUGGESTS ADDING SOME STOP SIGNS IN THE NEIGHBORHOOD WHERE THERE ARE LONG STREETS WITH NO INTERSECTIONS.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO CONTRACT TWO PHS STUDENTS AS SUMMER HELP IN THE RECREATION DEPT.

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THEREUPON, ALDERMAN STRINGER MADE THE MOTION TO APPROVE THE RECREATION DEPT TO CONTRACT TWO PHS STUDENTS AS SUMMER HELP IN THE RECREATION DEPT AT A RATE OF \$7.25 PER HOUR BEGINNING MAY 25, 2011 – JULY 27, 2011 TO BE REPORTED ON A 1099 AT THE END OF THE YEAR. 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 PAY KING CPA INVOICE 6018 IN THE AMOUNT OF \$5510.00 FOR SERVICES REGARDING THE 2010 FISCAL YEAR.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY KING CPA INVOICE 6018 IN THE AMOUNT OF \$5510.00 FOR PROFESSIONAL SERVICES. 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 PAY KING CPA INVOICE 6019 IN THE AMOUNT OF \$550.00 FOR SERVICES REGARDING THE 2011 FISCAL YEAR.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY KING CPA INVOICE 6019 IN THE AMOUNT OF \$550.00 FOR PROFESSIONAL SERVICES. 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 REFUND ANDY MOORE APPLIANCE \$100.00 DONATION TO THE K-9 PROGRAM.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REFUND ANDY MOORE APPLIANCE FOR THE \$100 DONATION TO THE K-9 PROGRAM. 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 ADVERTISE FOR BIDS ON UNIFORM SERVICE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS ON UNIFORM SERVICE. 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 ADVERTISE FOR BIDS ON ELECTRICAL WORK AT THE ROBERT E RUSSELL SPORTS COMPLEX ADDITION.

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS ON THE ELECTRICAL WORK AT THE ROBERT E RUSSELL SPORTS COMPLEX ADDITION. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"
ALDERMAN TONY DUCKER

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ALDERMAN WILLIE HINTON
ALDERMAN JAMES RUNNELS
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADVERTISE FOR BIDS ON LEASE PURCHASE SPORTS LIGHTING FOR THE ROBERT E RUSSELL SPORTS COMPLEX ADDITION.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS ON LEASE PURCHASE SPORTS LIGHTING FOR THE ROBERT E RUSSELL SPORTS COMPLEX. 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 BANNER AGREEMENT WITH MS POWER.

EXHIBIT "C"

BANNER AGREEMENT

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO ACCEPT THE BANNER AGREEMENT WITH MS POWER. 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 PAY HANCOCK BANK PRINCIPAL AND INTEREST IN THE AMOUNT OF \$384,005.77 FOR SPECIAL OBLIGATION BONDS SERIES 2006.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY HANCOCK BANK PRINCIPAL AND INTEREST IN THE AMOUNT OF \$384,005.77 FOR SPECIAL OBLIGATION BONDS SERIES 2006. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO SET A ZONING HEARING FOR PARCEL #3-0220-36-151.00 ON E CHERRY ST.

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO SET A ZONING HEARING DATE OF JUNE 14, 2011 AT 6:00 P.M. FOR PARCEL #3-0220-36-151.00 ON E CHERRY ST. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT A CONDITIONAL USE ALLOWING GULF SOUTH PIPELINE CO TO HAVE A 12 X 45 MODULAR BUILDING TO BE USED AS OFFICE SPACE AT 30 VARDAMAN DR.

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION AND GRANT A CONDITIONAL USE ALLOWING GULF SOUTH PIPELINE CO TO HAVE A 12 X 45 MODULAR BUILDING TO BE USED AS OFFICE SPACE AT 30 VARDAMAN DR. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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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 BEGIN THE TWO WEEK REVIEW PERIOD OF AMENDMENT TO ARTICLE XI OF THE COMPREHENSIVE ZONING ORDINANCE, REDUCING THE NUMBER OF PLANNING COMMISSION MEMBERS AND GRANTING THE MAYOR AN APPOINTMENT TO PLANNING COMMISSION.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO BEGIN A TWO WEEK REVIEW PERIOD OF AN AMENDMENT TO ARTICLE XI OF THE COMPREHENSIVE ZONING ORDINANCE. 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 PRIVILEGE LICENSE REPORT FOR THE MONTH OF APRIL 2011.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF APRIL 2011. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN STEVE STRINGER

THOSE PRESENT AND "ABSTAINING"

ALDERMAN JAMES RUNNELS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO REMOVE MICHAEL HOOKS FROM THE PARKS AND RECREATION COMMITTEE.

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO REMOVE MICHAEL HOOKS FROM THE PARKS AND RECREATION COMMITTEE. 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 DISPOSE OF ONE (1) ICEMAKER IN THE POLICE DEPT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO DISPOSE OF ONE (1) MANITOWOC ICEMAKER, SN: 99082250, IN THE POLICE DEPT. 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 REVENUE & EXPENDITURES REPORT FOR THE MONTH OF APRIL 2011.

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF APRIL 2011. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN TONY DUCKER
ALDERMAN WILLIE HINTON
ALDERMAN STEVE STRINGER

THOSE PRESENT AND "ABSTAINING"

ALDERMAN JAMES RUNNELS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT AN EQUIPMENT GRANT THROUGH THE AFG PROGRAM FOR FIRE EQUIPMENT.

EXHIBIT "D"

GRANT PAPERWORK

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE EQUIPMENT GRANT THROUGH AFG PROGRAM FOR FIRE EQUIPMENT. 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 FOLLOWING APPENDIX TO THE FIRE DEPT STANDARD OPERATING GUIDELINES.

EXHIBIT "E"

APPENDIX "H"

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADOPT THE FOREGOING APPENDIX TO THE FIRE DEPT STANDARD OPERATING GUIDELINES. 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 FOR MICHELLE STREBECK TO ATTEND COURT CLERKS' SUMMER CONFERENCE IN BAY ST LOUIS, MS ON JUNE 26 - 28, 2011.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE MICHELLE STREBECK TO ATTEND COURT CLERKS' SUMMER CONFERENCE IN BAY ST LOUIS, MS ON JUNE 26 - 28, 2011 AND TO PAY EXPENSES. 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 DRUG RECOGNITION EXPERT TRAINING IN OLIVE BRANCH, MS ON JUNE 6 - 19, 2011.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE ASHLEY RUPLE TO ATTEND DRUG RECOGNITION EXPERT TRAINING IN OLIVE BRANCH, MS ON JUNE 6 - 19, 2011 AND TO PAY EXPENSES. 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 AMY HEATH TO ATTEND THE BOAM SUMMER CONFERENCE IN GULFPORT, MS ON JUNE 12 - 16, 2011.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE AMY HEATH TO ATTEND THE BOAM SUMMER CONFERENCE IN GULFPORT, MS ON JUNE 12 - 16, 2011 AND TO PAY EXPENSES. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER TRANSFERRING CHAD LEWIS FROM FULL TIME TO PART TIME IN THE FIRE DEPT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY
TO TRANSFER CHAD LEWIS

IT IS HEREBY ORDERED THAT CHAD LEWIS
BE TRANSFERRED FROM FULL TIME TO PART
TIME STATUS IN THE FIRE DEPT AT A RATE
OF \$10.00 PER HOUR EFFECTIVE JUNE 5, 2011

SO ORDERED THIS THE 17TH DAY OF MAY 2011

THEREUPON, ALDERMAN DUCKER 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 FOR MILITARY APPRECIATION DAY.

EXHIBIT "F"

PROCLAMATION

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING PROCLAMATION. 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 CALLED FOR FURTHER PUBLIC COMMENT.

THEREUPON, DEBORAH REYNOLDS REMINDED THE AUDIENCE OF THE GROUNDBREAKING CEREMONY FOR THE
BALLFIELD ADDITION TO ROBERT E RUSSELL SPORTS COMPLEX ON FRIDAY, MAY 20, 2011 AT 10:00 A.M.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADJOURN THE REGULAR MEETING OF MAY 3, 2011. 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

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 17, 2011


MAYOR HAL MARX

SEAL
ATTEST


MELISSA MARTIN, CITY CLERK

“ EXHIBIT A”

**A RESOLUTION RECOGNIZING THE ACHIEVEMENTS OF THE PETAL
HIGH SCHOOL FORENSICS TEAM AND INDIVIDUAL MEMBERS**

Whereas, the 2010-11 Petal High School Forensics Team had a successful season, capturing Third Place in the Mississippi High School Activities Association state tournament; and

Whereas, the Panthers finished as one of the top three schools in every forensics tournament in which they competed this year in the State of Mississippi; and

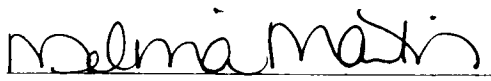
Whereas, Madison Kolbo won two individual MHSAA state championships, in the events of Poetry and Storytelling, with Victoria Jones taking the state title in Expository Speaking, and Alaina Griffin named the top competitor in Humorous Interpretation; and

Whereas, the Petal High Forensics Team accomplished these feats with only seventeen participants at the MHSAA tournament, while other schools had twice as many entries; and

Whereas, the Panther Forensics Team is led by Coach Kelly Clark-Garner, who, by her record of achievement, has established herself as one of the premier forensics coaches in the State of Mississippi; and

Whereas, the team has been fortunate to have the assistance of Ms. Janet Tichnell as assistant coach, and the support of Drs. Lamar and Rose Jones, who have helped to judge hundreds of speech and debate tournaments and who have been an invaluable resource to the program;

Therefore, be it resolved that on this day of May 17, 2011 the Mayor and Board of Aldermen of the City of Petal, Mississippi, do hereby recognize and commend the achievements of the Petal High School Forensics Team for 2010-11, both as a team and individuals, and that we urge our community and school district to support the speech and debate program at Petal High School in the years to come.


Melissa Martin, City Clerk


Hal Marx, Mayor

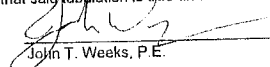
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"EXHIBIT B"

BID TAB				May 10, 2011		Warren Paving PO Box 572 Hattiesburg, MS 39403		Walters Construction 2051 Highway 84 East Laurel, MS 39443		Dunn Roadbuilders PO Box 6560 Laurel, MS 39441	
Project: 2011 Street Repairs City of Petal											
P.O. No. 12402											
ID	Item Description	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
907-225-A001	GRASSING	LUMP SUM	100%	\$3,300.00	\$3,300.00	\$4,190.55	\$4,190.55	\$3,200.00	\$3,200.00		
234-A001	TEMPORARY SILT FENCE	LIN. FT.	500	\$3.85	\$1,925.00	\$2.35	\$1,175.00	\$2.20	\$1,100.00		
235-A001	TEMPORARY EROSION CHECKS	EACH	100	\$5.50	\$550.00	\$5.90	\$590.00	\$5.60	\$560.00		
907-304-A009	GRANULAR MATERIAL, LVM, CLASS 9; GROUP E	CU. YD.	150	\$17.41	\$2,611.50	\$24.45	\$3,667.50	\$35.00	\$5,250.00		
907-403-A010	HOT MIX ASPHALT, ST, 9.5 mm MIXTURE	TON	1625	\$74.77	\$121,501.25	\$97.35	\$158,193.75	\$95.00	\$154,375.00		
907-403-B006	HOT MIX ASPHALT, ST, 9.5 mm MIXTURE, LEVELING	TON	475	\$78.42	\$37,249.50	\$100.00	\$47,500.00	\$110.00	\$52,250.00		
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	S.Y.	855	\$5.00	\$4,275.00	\$6.50	\$5,557.50	\$14.00	\$11,970.00		
907-406-A002	BASE REPAIR	S.Y.	165	\$33.38	\$5,173.90	\$44.75	\$6,936.25	\$75.00	\$11,625.00		
613-D005	ADJUSTMENT OF MANHOLE	EACH	15	\$400.00	\$6,000.00	\$585.00	\$8,775.00	\$650.00	\$9,750.00		
613-D011	ADJUSTMENT OF WATER VALVE	EACH	4	\$72.00	\$288.00	\$440.00	\$1,760.00	\$450.00	\$1,800.00		
618-A001	MAINTENANCE OF TRAFFIC	LUMP SUM	100%	\$4,050.00	\$4,050.00	\$9,770.00	\$9,770.00	\$22,000.00	\$22,000.00		
620-A001	MOBILIZATION	LUMP SUM	100%	\$9,675.00	\$9,675.00	\$16,500.00	\$16,500.00	\$33,000.00	\$33,000.00		
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FT.	624	\$2.20	\$1,372.80	\$8.55	\$5,335.20	\$7.35	\$4,586.40		
Base Bid Total:					\$197,971.95		\$269,950.75				\$311,466.40
ADDITIVE ALTERNATE #1				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
201-A01	CLEARING AND GRUBBING	LUMP SUM	100%	\$8,700.00	\$8,700.00	\$3,535.00	\$3,535.00	\$8,000.00	\$8,000.00		
203-A003	UNCLASSIFIED EXCAVATION	C.Y.	105	\$22.10	\$2,320.50	\$26.40	\$2,772.00	\$35.00	\$3,675.00		
203-EX017	EXCESS EXCAVATION	C.Y.	140	\$17.55	\$2,457.00	\$11.30	\$1,582.00	\$30.00	\$4,200.00		
907-304-B011	GRANULAR MATERIAL, LVM, CLASS 6, GROUP C	C.Y.	185	\$17.20	\$3,182.00	\$20.60	\$3,811.00	\$37.00	\$6,845.00		
907-403-A010	HOT MIX ASPHALT, ST, 9.5 mm MIXTURE	TON	75	\$82.60	\$6,195.00	\$109.30	\$8,197.50	\$108.00	\$8,100.00		
907-403-B010	HOT MIX ASPHALT, ST, 12.5 mm MIXTURE	TON	125	\$76.55	\$9,568.75	\$89.20	\$11,150.00	\$98.00	\$12,250.00		
907-601-B003	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	C.Y.	2	\$2,200.00	\$4,400.00	\$3,120.00	\$6,240.00	\$2,500.00	\$5,000.00		
602-A001	REINFORCING STEEL	LBS	165	\$3.30	\$544.50	\$5.30	\$874.50	\$1.15	\$189.75		
603-C001	24" REINFORCED CONCRETE PIPE, CLASS III	LIN. FT.	72	\$72.15	\$5,194.80	\$75.60	\$5,443.20	\$78.00	\$5,616.00		
603-D001	24" CORRUGATED PLASTIC PIPE	LIN. FT.	140	\$62.55	\$8,757.00	\$33.00	\$4,620.00	\$71.00	\$9,940.00		
Additive Alternate #1 Bid Total:					\$51,319.55		\$48,225.20				\$375,282.15
Total Bid:					\$249,291.50		\$318,175.95				\$375,282.15

This is to certify that I have checked the tabulation of the bids received by the City of Petal on May 10, 2011 at 10:00 AM, and that said tabulation is true and correct to the best of my belief.


John T. Weeks, P.E.

G:\PROJECTS\Petal_City of Petal 12402 - 2011 Overlay\Sprdshts\12402_Bidder's Tab.xls

 **SHOWS, DEARMAN & WATTS, INC.**
CONSULTING ENGINEERS
P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
TELEPHONE: (601) 544-4201
FAX: (601) 544-4202
HTTP://WWW.SD&W.COM

May 10, 2011

City of Petal
P.O. Box 564
Petal, MS 39465

Attn: Mayor Hal Marx

Re: 2011 Street Rehabilitation
City of Petal

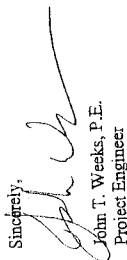
Dear Mayor Marx:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on May 10, 2011 for the above referenced project.

I am recommending the lowest bidder, Warren Paving of Hattiesburg, MS in the total bid amount of Two Hundred Forty-Nine Thousand Two Hundred Ninety-One and Fifty Cents (\$249,291.50).

Enclosed is a copy of the original bid from Warren Paving and the original bids from all other bidders.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,

John T. Weeks, P.E.
Project Engineer

/s/

enclosures

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MISSISSIPPI POWER COMPANY
BANNER, FLAG AND HOLIDAY DECORATION ATTACHMENT AGREEMENT CITY OF PETAL
MINUTE BOOK 31

Mississippi Power Company's Banner, Flag or Holiday Decoration
Attachment Agreement

By signing this agreement, Mississippi Power Company ("MPC") hereby grants to City of Petal ("Displayer") permission to attach banners, flags or holiday decorations or similar items described in the Permit to Attach (Exhibit "A") owned by Displayer to poles owned and/or controlled by MPC at locations described in Exhibit "A" that are used to support power lines and other equipment used in the distribution of electricity (including street light poles), and Displayer hereby accepts such permission on and subject to the terms and conditions set forth in this Attachment Agreement ("Agreement"), which each party acknowledges having read, understood and accepted prior to signing below.

Date: 5/11/11

Mailing Address: P.O. Box 504, Petal, MS 39465

- Exhibit "A": Attachment Permit
Exhibit "B": MPC Specification for Pole Attachment
Exhibit "C": Specification for Holiday Decoration Attachment
Exhibit "D": General Release Form

5. Displayer's attachments of banners or flags to MPC pole(s) (Exhibit "B") and attachment of holiday decorations to MPC pole(s) (Exhibit "C") must be located in a space designated by MPC and must not interfere with any other party's equipment on the pole(s). Displayer's attachments shall be installed, maintained and removed by Displayer in accordance with the requirements of the National Electrical Safety Code ("NESC") requirements, including but not limited to separation and clearance requirements, any and all applicable laws and local codes, and Displayer shall at all times attach, maintain, remove, relocate and perform any other work with respect to its attachments on MPC's poles in a safe manner satisfactory to MPC. The Displayer agrees to obtain and maintain at Displayer's expense all necessary state, county or city permits as contemplated in this Agreement. The cost of any rearrangement of MPC facilities or other adjustment work that may be necessary to accommodate Displayer's attachments shall be borne by the Displayer.
6. Displayer shall only use workers to perform work on pole(s) who have the same qualifications, in terms of training, as MPC's own employees. Displayer shall use its best efforts to correct any safety violations that are the responsibility of Displayer within thirty (30) days of Displayer having knowledge of such violations, except for violations creating a danger to persons or property, which must be corrected immediately upon discovery. Displayer shall not rearrange any attachments other than their own to correct any safety violation.
7. Displayer's attachments should not become a place to advertise any commercial business. However, small commercial sponsorships located on governmental attachments are permissible. The sponsorships should be subordinate to the attachment theme and should not include advertising, pricing, slogans, websites, etc. All attachments are subject to review and approval. Any attachments deemed to be offensive, obscene or commercial in nature will not be permitted.
8. MPC may inspect all the banners, flags and holiday decorations attached to MPC's poles as it deems appropriate, but such inspection will not relieve Displayer of any liability or obligation hereunder. Displayer shall reimburse MPC for its costs for said inspections if MPC discovers any violation of this Agreement during any such inspection.
9. Displayer shall maintain banners, flags and holiday decorations and attachment brackets so they remain in good condition and do not present a danger to the safety and reliability of MPC's distribution of electric service to its customers. Upon written notification, displayer shall immediately repair, remove or replace any banners, flags or holiday decorations that are deemed unsightly or that become a hazard to the public, other joint users or MPC facilities. If Displayer does not immediately repair or remove such attachments, MPC shall be entitled to remove those attachments at Displayer's sole cost and expense and without any liability therefore.
10. Under all circumstances where a change in, relocation of, or removal of Displayer's attachments is requested or required pursuant to this Agreement, and Displayer fails to perform such relocation, removal or change within the time specified in such requirement or request, then MPC may, at its option, perform such relocation removal or change and Displayer will pay to MPC all costs and expenses associated with such relocation, removal or change. MPC may make,

1. This Agreement shall not apply, and does not give Displayer permission to attach its banners, flags or holiday decorations (collectively, "attachment(s)") to any poles other than those described in the permit application (Exhibit "A"). The permission granted to Displayer hereunder to make its attachments to Mississippi Power Company (MPC) poles described in Exhibit "A" does not constitute a guarantee or representation that adequate space or conditions exist on such poles for the placement of Displayer's attachments. MPC will not be liable for any costs, expenses or other consequences incurred by Displayer or by any other person or entity as a result of any delay in or inability to provide adequate space for such attachments on such poles. Nothing herein shall constitute MPC's permission for Displayer to make its attachments to pole(s) owned by a third party. Displayer shall at Displayer's sole expense obtain permission of said third party prior to making attachments on such pole(s).
2. Notwithstanding the limitations of paragraph 1, requiring a permit for future attachments, displayer shall ensure that all of its current attachments shall meet the terms of this agreement including, but not limited to, MPC and NESC guidelines. If displayer's current attachments meet such guidelines, no additional permit is required to be submitted by displayer. MPC reserves the right to inspect those attachments to determine if they meet MPC's and NESC guidelines. If those requirements are met, MPC may allow the attachments to remain under the terms of this agreement. If they do not meet the requirements, any violation will have to be corrected or the attachments will have to be removed.
3. The presence of Displayer's attachments on the pole does not in any way vest in Displayer any right of ownership, possession, or control of the pole occupied, regardless of the period of occupancy.
4. Displayer shall provide a "Permit to Attach" (Exhibit "A") for the initial attachment project and any additional attachment projects. Displayer must provide all pertinent information such as the location of the poles where the banners, flags or holiday decorations will be attached, the number of poles and the length of time the attachments will be displayed. Displayer shall be required to re-permit any locations where the original attachment is replaced. The permit should also include the dimensions of the attachment (width and height) along with the message content, attachment method and type of material used. Displayer shall be solely responsible for all costs associated with the attachment and maintenance of its banners, flags or holiday decorations on MPC's poles. Displayer shall install any equipment required to accommodate the installation of attachments at Displayer's sole expense and to the satisfaction of MPC. Displayer shall reimburse MPC for any and all costs associated with any work performed by MPC necessary to properly affix Displayer's attachments to MPC's poles or to bring any attachment into compliance with National Electrical Safety Code standards as a result of Displayer's intended use of such poles. Notwithstanding the foregoing, MPC shall be under no obligation to Displayer to perform any such work.
- at Displayer's sole expense, any change, relocation or removal with respect to Displayer's attachments on MPC's poles at Displayer's sole expense and without further notice to Displayer to the extent that such relocation, removal or change is made for emergency service. If MPC removes and does not reattach any of Displayer's banners, flags or holiday decorations, then MPC shall notify Displayer, but shall be under no obligation to perform such reattachment.
11. The activities of Displayer undertaken pursuant to this Agreement shall be at Displayer's sole risk and expense. Before any individual will perform any work by, through, on behalf of or for the Displayer on or near any poles or facilities of MPC, Displayer shall adequately warn any such individual(s) of the danger inherent in making contact with the electrical conductors and lines of MPC. Displayer further agrees that it, and its employees, agents, contractors and subcontractors, shall be notified of and comply with the regulations of the NESC, the Occupational Safety and Health Administration and Mississippi Code §§ 45-15-1, et seq. (HIGH-VOLTAGE POWER LINE ACT) and require any and all work to be performed in compliance with said regulations and code sections by including same as a requirement in its request for bids and including said requirement in any contract let as a result of said bids. Displayer shall be solely responsible for notification of and compliance with such regulations and laws in all respects.
Displayer shall not permit any individual to work on any pole or the banners, flags or holiday decorations allowed under this Agreement unless such individual has executed a general release provided by MPC. A copy of such release is attached hereto as Exhibit "D". Displayer shall maintain such releases at Displayer's offices and, deliver a copy to MPC prior to installation of the attachments.
12. Displayer, at its sole cost and expense, shall make such relocation of, removal of, or change in its attachments as may be, in good faith, requested from time to time by MPC, to avoid conflict by Displayer's occupancy with the commercially reasonable needs of MPC. Without limiting the generality of the foregoing, Displayer will, upon the request of MPC, relocate, remove, or change its attachments at Displayer's sole cost and expense if at any time MPC relocates or removes the pole on which said attachments are located, requires the space occupied on MPC's poles for its own reasonable business needs, or rearranges MPC's property in such a manner that continued occupancy of the pole by the attachments is not practical.
13. To the extent allowed by law, Displayer shall and does hereby agree to indemnify and save harmless and defend MPC, its affiliates, agents and contractors and each of its and their respective officers, directors, trustees, employees, advise agents or other personnel (each an "indemnitee") from and against any liability, loss, fine, penalty, damage, claim or cause of action of any kind or nature (including without limitation, damage to property and injury to or death of persons), whether actual or alleged by any person (including third persons, employees, contractors or subcontractors of Displayer, and any agents, officers and employees of them), arising out of or in any way attributable to the use of MPC's poles by Displayer, including (without limiting the generality of the foregoing) all liens, garnishments, attachments, claims, judgments, costs, attorney's fees, cost of investigation and cost of defense.

CITY OF PETAL
MINUTE BOOK 31

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"EXHIBIT C"

- 14. MPC shall not be liable to Displayer for any incidental, special or consequential damages, including, without limitation, lost profits, lost savings or loss of use or interference with respect to Displayer's attachments.
- 15. Throughout the term of this Agreement, Displayer shall maintain insurance coverage which is sufficient to protect against any claims of MPC or against MPC hereunder. Displayer shall make MPC the named beneficiary with rights of notice before cancellation and immediately deliver such certificate to MPC. Without limiting the foregoing, Displayer shall maintain in force and effect one or more general liability insurance policies providing minimum coverage (including, without limitation, coverage for liabilities contractually assumed) of one million dollars (\$1,000,000) per occurrence and in the aggregate for bodily injury, one million dollars (\$1,000,000) per occurrence for property damage, and excess liability umbrella coverage of five million dollars (\$5,000,000). All insurance coverage obtained by Displayer pursuant to this Section 15 shall include coverage for liabilities contractually assumed and contain a waiver of subrogation in favor of MPC and name MPC an additional insured. Displayer and its employees, contractors and subcontractors shall comply with all requirements of the Workers' Compensation Laws of the State of Mississippi.
- 16. MPC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND. DISPLAYER FURTHER ACKNOWLEDGES AND AGREES THAT MPC'S LIABILITY FOR DAMAGES TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON, AS REGARDS DISPLAYER, SHALL BE LIMITED TO ACTS AND OMISSIONS ARISING FROM MPC'S SOLE NEGLIGENCE. IT IS FURTHER AGREED BY DISPLAYER THAT ANY CLAIM BROUGHT AGAINST MPC SHALL BE SUBJECT TO AND COVERED BY THE INSURANCE POLICY DISPLAYER ACQUIRES PURSUANT TO ITS CONTRACTUAL OBLIGATIONS UNDER THIS AGREEMENT.
- 17. MPC, ITS AFFILIATES, SUBCONTRACTORS AND SUPPLIERS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE CONDITION OF ANY POLE OR ANY SERVICE MADE AVAILABLE TO DISPLAYER UNDER THIS AGREEMENT.
- 18. No permission granted under this Agreement shall entitle Displayer to affix its attachments to MPC's Transmission Facilities. Displayer further agrees that it shall under no circumstances, without MPC's express written permission, affix or attempt to affix any Displayer attachments to said Transmission Facilities.
- 19. Unless earlier terminated pursuant to this Section, this Agreement will begin as of the date of MPC's acceptance and will terminate at the conclusion of the Length of Display on the permit to attach. Notwithstanding the foregoing, if Displayer materially fails to comply with this Agreement and such default continues for more than 10 days after MPC provides written notice to Displayer of such default, then MPC may immediately terminate Displayer's rights hereunder including, without limitation, Displayer's right to attach its banners, flags or holiday decorations to MPC's poles.
- 20. Displayer shall remove all of its attachments from MPC's poles no later than 10 days after this Agreement is terminated. If Displayer does not immediately so remove all such attachments, then MPC shall be entitled to remove any remaining attachments at Displayer's sole cost and expense and without any liability therefore.
- 21. Displayer shall not assign any right or obligation under this Agreement, except with the prior written consent of MPC, which consent shall not be unreasonably withheld or delayed.
- 22. Failure by MPC to enforce any of the terms of this Agreement shall not constitute a waiver of future compliance with any such term or terms.
- 23. If any provision of this Agreement is found to be illegal or otherwise invalid, then the validity of the remaining provisions shall not be impaired. The parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the effective date of this Agreement.
- 24. In the event this Agreement is terminated, the terms and conditions set forth herein shall survive and continue in force for the purpose of (i) determining either party's failure to perform during the term of the Agreement, and (ii) Displayer's failure following termination to remove its Attachments or to comply with applicable safety standards.
- 25. This is the entire Agreement between the parties with respect to mandatory pole attachment rights and supersedes all prior agreements, proposals, communications and understandings between the parties. All of Displayer's attachments, including those currently installed on MPC's poles, must conform to the terms of this Agreement. This Attachment Agreement shall have no force and effect unless signed by both MPC and the Displayer.
- 26. This Agreement shall be governed by and construed in accordance with Mississippi law. Displayer submits to the jurisdiction of the Circuit Court First Judicial District of Harrison County, Mississippi and shall maintain an agent for service of process within the State of Mississippi throughout the term of this Agreement. Displayer irrevocably waives any objection it may have to such venue for any such legal action and irrevocably waives the right to bring any legal action in any other jurisdiction. The parties waive any right to a jury trial for the adjudication of any disputes arising from the performance or non-performance of the obligations under this Agreement.

Mississippi Power Company

By: _____

Title: _____

Date: _____

Displayer:

By: Hal Mays

Title: Mayor

Date: 5/17/2011



PETAL FIRE DEPARTMENT
ADMINISTRATION OFFICE
 102 FAIRCHILD DRIVE PETAL, MS. 39465
 601-705-0908 FAX 601-582-8341



CHIEF JOE HENDRY

ASST. CHIEF SHANE PICKETT

"EXHIBIT D"

TO: MAYOR AND BOARD
 FROM: CHIEF HENDRY
 SUBJECT: EQUIPMENT GRANT ACCEPTANCE
 DATE: MAY 17, 2011

PETAL FIRE DEPARTMENT HAS BEEN APPROVED FOR AN EQUIPMENT GRANT THROUGH THE AFG PROGRAM. THIS PROGRAM WILL COVER 95% OF THE EQUIPMENT COST WITH FEDERAL MONIES. PETAL FIRE WILL BE OBLIGATED TO MATCH 5% OF THE COST. OUR SHARE IS \$3,845 WITH \$73,055 OF THE TOTAL COST COVERED BY THE GRANT. PETAL'S COST CAN COME FROM FIRE REBATE MONEY, AND WILL NOT HAVE TO BE COVERED BY THE GENERAL FUND.

THE EQUIPMENT REQUESTED ON THIS GRANT CONSIST OF ITEMS THAT CANNOT BE READILY PURCHASED WITH A LIMITED BUDGET, BUT ARE CERTAINLY NEEDED. ATTACHED IS A BREAKDOWN OF THE GRANT AND HOW THE MONEY IS TO BE SPENT.

THANK YOU FOR YOUR HELP IN THIS MATTER. WE APPRECIATE THE OPPORTUNITY TO SERVE PETAL AND ARE ACTIVELY SEEKING FUNDING OUTSIDE OF OUR REGULAR BUDGET.

Joe Hendry
 JOE HENDRY

Activity	Number of Entries	Total Cost	Additional Funding	Action
Equipment	7	\$ 68,900	\$ 2,000	View Details View Additional Funding
Modify Facilities	0	\$ 0	\$ 0	View Details
Personal Protective Equipment	0	\$ 0	\$ 0	View Details View Additional Funding
Training	1	\$ 6,000	\$ 0	View Details
Wellness and Fitness Programs	0	\$ 0	\$ 0	View Details

Budget

Select section to review Go

Category	Amount
Planned Total Costs	
a. Personnel	\$ 6,600
b. Fringe Benefits	\$ 0
c. Travel	\$ 0
d. Equipment	\$ 68,900
e. Supplies	\$ 1,400
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0
Federal and Applicant Share	
Federal Share	\$ 73,055
Applicant Share	\$ 3,845
Federal Rate Sharing (%)	95/5
Non-Federal Sources	
a. Applicant	\$ 3,845
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an

Indirect cost agreement with a federal agency

Total Budget		\$ 76,900		
Item	Number of Units	Cost per unit	Total Cost	Action
Thermal Imaging Devices	1	\$ 9,000	\$ 9,000	View Details
Washer/Extractor	1	\$ 15,500	\$ 15,500	View Details
Hose (3 1/2 inches or less)	36	\$ 400	\$ 14,400	View Details
Hose (3 1/2 inches or less)	24	\$ 450	\$ 10,800	View Details
Nozzles	6	\$ 700	\$ 4,200	View Details
Portable Deluge Sets	3	\$ 4,200	\$ 12,600	View Details
Nozzles	3	\$ 800	\$ 2,400	View Details

APPENDIX H

Protocol on call outs for Dive Missions and RRT

Dive Missions:

Once a dive mission is in service, Forrest County Sheriff's office will contact Andy Geskie (team director) or Shane Pickett (team leader). Once the call has been given to either leader it is our responsibility to gather a team of divers. Team will not deploy with less than two divers and a scene commander. It will be left up to the Chief or Battalion Chief to issue permission for divers on duty to respond. The dive van will not leave the station unless given permission by either Shane Pickett or Andy Geskie. Once the dive team goes in route, they will need to call across both Petal dispatch and Forrest County dispatch to let them know we are 10-8. When divers finish their mission, it is the responsibility of the divers to clean, check and store the gear before the dive van is 10-7.

It will be left up to the Chief's discretion on whether or not overtime or comp-time will be allowed for divers on missions.

EXHIBIT F

RRT/Taskforce:

During a Regional Response, Taskforce III team leader will notify Petal team leader Shane Pickett or Chief Hendry of scenario. At this point it is our responsibility to send members of the taskforce to meet up with other members. It is the responsibility of each team member to keep up with time they will be spending on each call out and documentation. Once team is back in service, all documentation should be turned in to either Chief Hendry or Assistant Chief Pickett to turn in to city hall for reimbursement.



PETAL FIRE DEPARTMENT
ADMINISTRATION OFFICE
102 FAIRCHILD DRIVE PETAL, MS. 39465
601-705-0908 FAX 601-582-8341



CHIEF JOE HENDRY

ASST. CHIEF SHANE PICKETT

TO: MAYOR AND ALDERMEN
FROM: CHIEF HENDRY
SUBJECT: SOG APPENDIX H
DATE: MAY 17, 2011

REQUEST TO ADOPT ADDITION TO PETAL FIRE DEPARTMENT SOG AS APPENDIX H. THIS WILL ESTABLISH GUIDELINES FOR DEPLOYMENT OF OUR PERSONNEL ON MUTUAL AID RESPONSES THAT ARE NOT CURRENTLY IN PLACE. SPECIFICALLY DIVE/RESCUE OPERATIONS AND RESPONSES AS PART OF HOME/AND SECURITY'S REGIONAL RESPONSE TEAM AS NEEDED.

THIS WOULD WORK AS OUR CURRENT MUTUAL AID AGREEMENTS WITH SURROUNDING FIRE DEPARTMENTS WORK. IF NEED ARISES FOR EITHER OF THESE SPECIALIZED TEAMS TO BE ACTIVATED, ONLY CHIEF PICKETT OR CHIEF HENDRY WILL BE ABLE TO APPROVE ACTIVATION OF PETAL FIRE PERSONNEL OR EQUIPMENT.

MAYOR AND BOARD WILL BE NOTIFIED AS QUICKLY AS POSSIBLE OF ANY ACTIVATION OR DEPLOYMENT OF PETAL'S RESOURCES AND WILL HAVE FINAL DECISION IF ANY CHANGE IS NEEDED IN OUR RESPONSE.

THANK YOU FOR YOUR CONSIDERATION OF THESE MATTERS.

Joe Hendry
JOE HENDRY


PROCLAMATION
"EXHIBIT F"

Whereas, the members of our armed forces are the protectors of freedom we enjoy as Americans, and;

Whereas, the men and women who serve in our military place their lives on the line to protect that freedom, and they do so voluntarily out of love for their country, and;

Whereas, it is good that we, as a community, honor those men and women who wear the uniform of our nation and show them our gratitude for their willingness to serve;

Therefore, it be proclaimed that Saturday, May 21, 2011, is set aside as **Military Appreciation Day** in the City of Petal, with citizens encouraged to remember the service and sacrifice the members of the United States Military give for us each day, and those who have served throughout our history. It is because of the heroes, past and present, that we are able to live in a free and democratic society.



Mayor Hal Marx

Attest



Melissa Martin, City Clerk