

None

THEREUPON, Alderman Clearman made a motion that the meeting be adjourned.

The motion was seconded by Alderman Henderson.

Those present and voting "Aye"

Alderman Mitchell Curry
Alderman A. L. Henderson
Alderman George Draughn
Alderman Charles Sumrall
Alderman W. H. Clearman

Those present and voting "Nay":

None

There being no further business, the meeting was ordered adjourned on this the 3rd day of May, A. D., 1977.


ULMER BYRD, MAYOR

(SEAL)

ATTEST:


Susan B. Smith, City Clerk

BE IT REMEMBERED that there was begun and held a regular meeting of the Mayor and the Board of Aldermen of the City of Petal, Mississippi, on May 17, 1977, at 7:30 P. M. in the Mayor's office in the City Hall.

Those Present:	Mayor Ulmer Byrd
City Attorney:	Thomas W. Tyner
Aldermen:	Mitchell Curry W. H. Clearman A. L. Henderson, Jr. George B. Draughn Charles Sumrall

Mayor Byrd declared a quorum was present and declared the City Council in session.

The invocation was offered by Mitchell Curry.

The minutes of the meeting held May 3, 1977, were read by Susan B. Smith.

THEREUPON, Alderman Curry made a motion to adopt the minutes as read.

Alderman Henderson seconded the motion.

Those present and voting "Aye":

Alderman Mitchell Curry
Alderman W. H. Clearman
Alderman A. L. Henderson, Jr.
Alderman George B. Draughn
Alderman Charles Sumrall

Those present and voting "Nay":

None

WHEREAS, Thomas Tyner read the resolution to indicate building permit requirements and the new procedures for the City of Petal Flood Areas.

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derman Draughn made a motion to adopt the following aforesaid resolution:

RESOLUTION TO INDICATE BUILDING PERMIT REQUIREMENTS AND REVIEW PROCEDURES FOR FLOOD-PRONE AREAS

WHEREAS, the City of Petal, Mississippi, has adopted and is enforcing Ordinance 1975 (18); and

WHEREAS, the aforesaid ordinance prohibits any individual, firm, or corporation from erecting, constructing, enlarging, altering, repairing, improving, or maintaining any building or structure without first obtaining a building permit for each building or structure from the building official; and

WHEREAS, the building official must examine all plans and specifications for the proposed construction when application is made to him for a building permit;

WHEREAS, the Federal Insurance Administrator has designated areas of special flood hazards identified as flood zones and has produced a Flood Hazard Boundary Map (FHBM) for the community/county but has not produced a publication indicating water surface elevation data nor identified a floodway hazard area;

THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, as follows:

SECTION 1. That the building official shall require the issuance of permits for all proposed construction and other developments including the placement of mobile homes, within Zone 1 on the City of Petal, Mississippi Flood Hazard Boundary Map.

SECTION 2. That the building official shall require appropriate development to assure that any permit issued is in accordance with all applicable governmental regulations from which the applicant is exempt by federal or state law. Section 401 of the Federal Water Pollution Control Act, 33 U.S.C. 1361.

SECTION 3. That the building official shall review all applications to determine whether the building sites are in a flood-prone area, all new construction and substan-

tial improvements (including the placement of prefabricated buildings and mobile homes) shall be designed (i) to be designed (i) and adequately anchored to prevent rotation, collapse, or lateral movement of the structure, (ii) be constructed of materials and utility equipment resistant to flood damage, and (iii) be constructed by methods and practices which minimize flood damage;

SECTION 4. That the building official shall review subdivision proposals and other proposed new development to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed new development is in a flood-prone area, any such proposals shall be reviewed to assure that (i) all such proposals are consistent with the need to minimize flood damage within the flood-prone area, (ii) all public utilities and facilities, such as water, gas, electrical, and sewer water systems, are located and constructed to minimize or eliminate flood damage, and (iii) adequate drainage is provided to reduce exposure to flood hazards.

SECTION 5. That the building official shall require that within flood-prone areas, new and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems.

SECTION 6. That the building official shall require that within flood-prone areas (i) new and replacement sanitary sewer systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and (ii) on-site sanitary sewer systems to be located to avoid impairment to the systems and discharges from them during flooding.

SECTION 7. That the building official shall require that all subdivision proposals and other proposed new developments greater than 50,000 square feet in area shall include within such proposals base flood elevation data.

SECTION 8. That the building official shall obtain, review, and reasonably utilize any base flood elevation data available from the federal, state, or other sources until such other data has been provided by the Federal Emergency Administration.

criteria for requiring that (i) all new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to or above the base flood level; (ii) all new construction and substantial improvements of nonresidential structures within Zone A have the lowest floor (including basement) elevated to or above the base flood level, or, together with attendant utility and sanitary facilities, be designed so that below the base flood level, the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

Section 9. The Building Official shall ensure that where a base flood elevation is utilized and floodproofing is required for a nonresidential structure that (i) a registered professional engineer or architect shall certify that the floodproofing methods are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the base flood elevation and (ii) the certificate certifying the building official shall be filed with the Building Official.

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the building official shall, for the purpose of the collection of applicable flood insurance risk premium within Zone A of the City of Petal, Miss. (i) obtain the elevation (in relation to mean sea level) of the lowest habitable floor (including basement) of all new or substantially improved structures, and whether or not such structures contain a basement; (ii) obtain, if the structure has been floodproofed, the elevation (in relation to mean sea level) to which the structure was floodproofed, and (iii) maintain a record of all such information;

SECTION 11. That where a base flood elevation is utilized, new mobile home parks and mobile home subdivisions and expansion, improvement, reconstruction or repair to existing mobile home parks, and mobile home subdivisions (located within Zone A) where the repair, reconstruction or improvements of the streets, sidewalks and pads equals or exceeds 50% of the value of the streets, sidewalks and pads before the repair, reconstruction or improvement has commenced, that (i) stands or lots are elevated on compacted fill or on pilings so that the lowest floor of the mobile home will be at or above the base flood level; (ii) adequate surface drainage and access for a hauler are provided; and (iii) in the instance of elevation on pilings, lots are large enough to permit steps, piling foundations are placed no more than ten feet apart, and reinforcement is provided for pilings more than six feet above the ground level.

SECTION 12. Require that where a base flood elevation is utilized, all mobile homes to be placed within Zone A shall not be placed into a mobile home park or mobile home subdivision where the stands or lots are elevated on compacted fill or on pilings so that the lowest floor of the mobile home will be at or above the base flood level; (ii) adequate surface drainage and access for a hauler are provided; and (iii) in the instance of elevation on pilings, lots are large enough to permit steps, piling foundations are placed no more than ten feet apart, and reinforcement is provided for pilings more than six feet above ground level.

SECTION 13. That the building official shall notify, in writing, the adjacent communities and counties and the State Department of Transportation and Development Center) prior to any alteration or relocation of a watercourse and submit copies of such notification to the Federal Insurance Administrator.

SECTION 14. That the Building Official shall ensure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.

SECTION 15. That the building official shall require that all mobile homes to be placed within Zone A of the community's/county's shall be anchored to resist flotation.

collapse, or lateral movement by providing over-the-top and frame ties to ground anchors as specified under the Mississippi Insurance Department's "Rules and Regulations of Mobile Home Division of State Fire Marshal's Office" as revised, section IX entitled Minimum Standards for Blocking, Anchors, and Tie-Downs. Specific minimum requirements shall be:

a. Minimum Blocking Standards

1. Pier foundations shall be installed directly under the main frame (or chassis) of the mobile home. The piers shall not be further apart than ten (10) feet on centers, and the main frame, front or back, shall not extend further than five (5) feet beyond the center line of the end of the piers.
2. All grass and organic material shall be removed and the pier foundation placed on stable soil. The pier foundation shall be a 16"x16"x4" solid concrete pad, precast or poured in place, or equivalent.

3. Piers must be constructed of regular 8"x8"x16" concrete blocks, open cells, solid, or equivalent (with open cells vertical) placed above the foundation. A 2"x8"x16" pressure treated wood plate, or equivalent, shall be placed on top of the pier. Shims fitted and driven tight between the wood plate and the main frame. Shims shall not occupy more than one (1) vertical space. Single tiered piers shall be placed perpendicular to the main I-Beam.

4. All piers over forty (40) inches in height shall be double tiered with blocks interlocked and capped with a 4"x16"x16" solid concrete block, or equivalent, and cushioned with wood shims or pressure treated plate.

b. Minimum Anchoring Standards

1. Ground anchors shall be aligned with centers of piers. Also, they shall be situated immediately below the outer wall to accommodate over-the-top ties as well as frame ties.

2. Auger-type anchors shall have a minimum diameter of 6 inches (arrowheads 8") and be sunk to their full depth (at least 4'). Steel rods shall be at least 5/8" diameter, have a forged or welded eye at top, or have a yoke-type fastener and tensioning device or a threaded connector and

tensioning device.

3. Anchors shall be capable of withstanding 5,700 pounds of pull (in a vertical or diagonal direction) without failure. This loading can be achieved by many anchors in most kinds of soils. It is desirable that anchor-pull tests be conducted to insure that capacity is available.

4. Deadman anchors shall be sunk to a depth of 5 feet, have a minimum length of 2 feet, and have a diameter of at least 6 inches. Hollow concrete blocks are not approved. Steel rods shall be at least 5/8" diameter, with the bottom hooked into the concrete deadman.

5. Anchors to reinforced concrete slabs must be of strength comparable to that presented above.

6. Other types of anchors which are capable of withstanding 5,700 pounds of pull without failure may be approved by the Mobile Home Division of the State Fire Marshal's Office as equivalent to above specifications.

c. Minimum Tie-Down Standards

1. Each tie-down shall be designed to resist an allowable working load equal to or exceeding 3,150 pounds and shall be capable of withstanding a 50% overload without failure.

2. Tie-down requirements shall be as follows: a mobile home up to fifty (50) feet in length shall have a minimum of three (3) frame ties per side and three (3) over-the-roof ties; a mobile home over fifty (50) feet in length to sixty (60) feet in length shall have a minimum of five (5) frame ties per side and four (4) over-the-roof ties; a mobile home over sixty (60) feet in length shall have a minimum of seven (7) frame ties per side and five (5) over-the-roof ties; double wide mobile homes do not require over-the-roof tie-downs, but are subject to frame tie-down requirements as above.

3. Minimum specifications for tie-down materials shall be: 1 1/2 x .035 cold rolled, heat treated, hot dipped galvanized steel strapping. Said strapping shall be manufactured to conform to Federal Specification QQ-S-781F, Type I, Class B, Grade 1. Breaking strength must be a minimum 4,750 pounds.

Hot dipped, zinc coating shall be minimum of 0.30 ounces per square foot of surface. Any materials (including cable) other than those specified above must be equal to or exceed said federal specification as regards strength and water resistance.

4. End treatment on said ties shall consist of a fastener and tightening device such as a turn buckle. The fastener device shall be so designed that it will in no way weaken the strength of the overall system which must resist an allowable working load equal to or exceeding 3,150 pounds and shall be capable of withstanding a 50% overload without failure.

5. Any additions to the mobile home must be similarly anchored.

SECTION 16. That the building official shall maintain for public inspection and furnish upon request for the determination of applicable flood insurance risk premium rates within all areas having special flood hazards identified on a floodplain certificate of floodproofing and information on the elevation in relation to mean sea level of the lowest habitable floor (including all floors of substantially improved structures) of any structure which contains a basement (in relation to mean sea level) to which the basement is floodproofed.

SECTION 17.

a. Insurance Administrator means the Insurance Administrator, to whom the community has delegated the administration of the program. Department of Housing and Urban Development, 451 Seventh Street, Washington, D. C. 20310.

b. Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

c. Area of Special Flood Hazard is the land in the floodplain within a community/county subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FFBM.

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d. Base Flood means the flood having a one percent chance of being equalled or exceeded in any given year.

e. Building Official means the officer or other designated authority charged with the administration and enforcement of the community's/county's building permit system, building code or ordinance.

f. Community means any political jurisdiction which has authority to adopt and enforce flood damage prevention regulations for the areas within its jurisdiction.

g. Development means any activity which results in improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

h. Eligible Community or Participating Community means a community which has the authority to issue flood insurance policies and to participate in the sale of flood insurance under the National Flood Insurance Program.

i. Emergency Flood Insurance Program means the program as implemented on a basis to provide a first layer amount of flood insurance coverage before the effective date of the Flood Insurance Map.

j. Flood Insurance Rate means the rate of premium for flood insurance as determined by the Federal Emergency Management Agency.

k. Mobile Home Subdivision means a subdivision of land divided into two or more mobile home lots for which the construction of facilities for servicing mobile homes is to be affixed (including the installation of utilities, either fixed or portable, and the construction of concrete pads and the construction of other facilities) before the effective date of flood damage prevention regulations adopted by a community/county.

l. Expansion to an Existing Mobile Home Subdivision means the preparation of additional lots by the construction of facilities for servicing the lots on which the

mobile homes are to be affixed (including the installation of utilities, either final site grading or pouring of concrete pads, or the construction of streets).

m. Federal Agency means any department, agency, corporation, or other entity or instrumentality of the executive branch of the federal government, and includes the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

n. Flood or Flooding means:

a. A general and temporary condition of partial or complete inundation of normally dry land areas from:

The overflow of inland waters;

The rapid accumulation or runoff of surface waters from any source.

Mudflows or mudflows which are proximate to, caused by, or accumulations of water under the

map issued by the Administrator where the boundaries of the flood, mudslide (i.e., mudflow) related erosion

areas having special hazards have been designated as Zone A, M, and/or E.

r. Flood Insurance Rate Map FIRM means an official map of a community, on which the Administrator had delineated both the special hazard areas and the risk premium zones applicable to the community.

s. Floodplain or Flood-Prone Area means any land area susceptible to being inundated by water from any source (see definition of "flooding").

t. Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures which eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents, by providing a watertight structure with walls substantially impermeable to the passage of water and with structural components having the capability of resisting static and hydrodynamic loads and effects of buoyancy.

u. Habitable Floor means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used only for storage purposes is not a "habitable floor".

y. Mean Sea Level means the average height of the sea for all stages of the tide.

w. Mobile Home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. It does not include recreational vehicles or travel trailers.

x. New Construction for floodplain management purposes, means structures for which the "start of construction" commenced on or after the effective date of floodplain management regulation adopted by a community.

y. New Mobile Home Park or Mobile Home Subdivision means a parcel (or contiguous parcels) of land divided into two or more mobile home lots for rent or sale for which the construction of facilities for servicing the lot on which the mobile home is to be affixed (including at a minimum, the installation of

utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed on or after the effective date of floodplain management regulations adopted by a community.

z. Person includes any individual or group of individuals, corporation, partnership, association, or any other entity, including state and local governments and agencies.

aa. Regulatory Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

bb. Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

cc. Start of Construction means the first placement of permanent construction of a structure (other than a mobile home) on a site, such as the pouring of slabs or footings or any work beyond the stage of excavation. Permanent construction does not include land preparation, clearing, grading and filling, the construction of streets and/or utility lines, or the construction of a basement, footings, or foundation, or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, occupied as dwelling units or not as part of the main structure. For a structure (other than a mobile home) without a basement or poured footings, the "start of construction" includes the first permanent framing or assembly of the structure or the base thereof on its piling or foundation. For mobile home parks, mobile home park or mobile home subdivisions, construction means the affixing of the mobile home to the site. For mobile homes within mobile home parks or mobile home subdivisions, "start of construction" is the date on which the construction of facilities for servicing the site on which the mobile home is to be affixed (including at a minimum, the construction of streets, either final site grading or the pouring of concrete pads, and installation of utilities) is completed.

dd. State Coordinating Agency means the Mississippi

Research and Development Center.

ee. Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a mobile home. "Structure" for insurance coverage purposes, means a walled and roofed building, other than a gas or liquid storage tank, that is principally above ground and affixed to a permanent site, as well as a mobile home on foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

ff. Substantial Improvement means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either (a) before the improvement or repair is started, or (b) if the structure has been damaged, and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either (1) any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions or (2) any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

gg. Water Surface Elevation means the projected heights in relation to Mean Sea Level reached by floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

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SO RESOLVED, on this the 17th day of May, A. D.,
1977.

Alderman Mitchell Curry seconded the motion to
adopt the aforesaid resolution.

Those present and voting "Aye":

Alderman W. H. Clearman
Alderman Mitchell Curry
Alderman A. L. Henderson
Alderman George Draughn
Alderman Charles A. Sumrall

Those present and voting "Nay" :

None

THEREUPON, Alderman Draughn made a motion to adopt the resolution as
read. Alderman Curry seconded the motion.

Those present and voting "Aye":

Alderman Mitchell Curry
Alderman A. L. Henderson
Alderman George Draughn
Alderman Charles A. Sumrall
Alderman W. H. Clearman

Those present and voting "Nay":

None

WHEREAS, Mayor Byrd stated that the quotations for public liability for
the baseball park insurance covering \$100,000 bodily injury and \$50,000 property
damage were as follows:

Easterling Insurance Company	\$349.23
Smith Insurance Company	\$349.32

THEREUPON, Alderman Curry made a motion to accept the lowest quotation
from Easterling Insurance Company. Alderman Sumrall seconded the motion.

Those present and voting "Aye":

Alderman Mitchell Curry
Alderman A. L. Henderson
Alderman George Draughn
Alderman Charles A. Sumrall
Alderman W. H. Clearman

Those present and voting "Nay":

None

WHEREAS, Mayor Byrd requested the wishes of the Board concerning the
resolution of the agreement between Hank Jackson of the Great South Fairgrounds and
the City of Petal.

RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK OF THE CITY OF PETAL, MISSISSIPPI, TO
LEASE CERTAIN PROPERTY FROM GREAT SOUTH
FAIRGROUNDS, A NON-PROFIT CORPORATION,
FOR RECREATIONAL PURPOSES

WHEREAS, the City of Petal, Mississippi, is desirous of and has need of certain real property within the City of Petal, Mississippi, to provide recreation facilities for its citizens; and,

WHEREAS, Great South Fairgrounds, a non-profit corporation, has offered to lease certain real property to the City of Petal, Mississippi, in exchange for a reasonable rental, for a period of ten (10) years; and,

WHEREAS, the premises to be leased and the rental to be charged, and the terms and conditions of the said Lease between Great South Fairgrounds, a non-profit corporation, and the City of Petal, Mississippi, a Municipal corporation, are set forth as Exhibit "A", and attached hereto, and made a part hereof, and the terms and conditions of said Lease are found to be reasonable and proper;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, that the Mayor and City Clerk of the City of Petal, Mississippi, be authorized to execute that certain Lease Agreement attached hereto as Exhibit "A", binding the City of Petal, Mississippi, to abide by the terms and provisions therein set forth.

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L E A S E

STATE OF MISSISSIPPI

COUNTY OF FORREST

THESE ARTICLES OF AGREEMENT AND LEASE made and entered into in duplicate by and between Great South Fairgrounds, a non-profit corporation, hereinafter referred to as Lessor, and the City of Petal, Mississippi, a Municipal corporation, hereinafter referred to as Lessee;

WITNESSETH:

The Lessor, in consideration of the covenants hereinafter contained, and the sum of \$10,000.00 paid and advanced, does hereby grant, demise and lease unto said Lessee, the land and improvements lying and situated in the County of Forrest, Mississippi, and being more particularly described as follows, to-wit:

A part of the NW¹/₄ of Section 2, T4N, R13W, Forrest County, Mississippi more particularly described as commencing at the NE corner of the NW¹/₄, said section, township and range, and run thence West along the North boundary line of said section for a distance of 637.4 feet, run thence South for a distance of 126 feet to a point on the East and/or Southeast right of way line of U. S. Highway No. 11, run thence Southwesterly and along the East and/or Southeast right of way line of said Highway No. 11 a distance of 650' and thence run South 44 degrees 32 minutes East for a distance of 300 feet to and to the point of beginning; and from said point of beginning South 44 degrees 32 minutes East for a distance of 662' to a point on the West and/or Northwest right of way line of the New Orleans and Northeastern Railroad, thence run in a Southwesterly direction and along the West and/or Northwest right of way line of said railroad for a distance of 1680' to a point on the Southwest right of way and/or easement line of the Mississippi Power Company's high voltage line, thence run in a Northwesterly direction and along the Southwest right of way and/or easement line of said Mississippi Power Company's high voltage line for a distance of 1680', thence continue in a Northwesterly direction and along said right of way and/or easement line of said Mississippi Power Company's high voltage line for a distance of 345 feet to a point on the East and/or Southeast right of way

line of U. S. Highway No. 11, thence run in a North-easterly direction and along the east and/or South-east right of way line of said U. S. Highway No. 11 for a distance of 413.2', thence run South 44 degrees 27 minutes East for a distance of 300' and thence run North 50 degrees 5 minutes East a distance of 500' to the point of beginning.

The term of this Lease shall be for a period of ten (10) years, said term commencing on the 1st day of May, 1977, and ending on the last day of April, 1987.

That the Lessee covenants and agrees to pay to said Lessor, as rent for said premises for the said term, a sum equal to the total amount of the annual taxes assessed against said premises in the preceding calendar year, by Forrest County, the State of Mississippi, the City of Petal, and the Petal Municipal Separate School District, added to the sum of \$10.00, on or before the 10th day of May, of each and every year, beginning on or before the 10th day of May, 1977.

It is further agreed between the parties hereto, as follows, to-wit:

FIRST: That Lessee shall have the exclusive use and occupancy of the premises presently located and situated on the herein demised and leased premises, with the exception hereinafter set forth.

SECOND: That Lessee has examined the premises and is satisfied with the conditions thereof and taking possession thereof shall be conclusive evidence of Lessee's receipt of the premises in good order and repair.

THIRD: That Lessee agrees to make no addition, alteration, or improvement, to the improvements located and situated on the demised and leased premises, without the prior written

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permission of the Lessor. All additions, alterations, and improvements on said real property shall be the property of the Lessee, provided said Lessee can remove said improvements without damage to the preexisting improvements belonging to the Lessor.

FOURTH: That in the event Lessee makes any addition, alternation, or improvement to the structures presently situated and located on the demised and leased premises without the written permission of the Lessor, the Lessor may, at its option, require the Lessee to restore the premises to its former condition. Should the Lessee fail or refuse to make such restoration within thirty (30) days after being notified in writing, to do so, the Lessor may restore the premises and the Lessee shall reimburse Lessor for the total cost thereof.

FIFTH: That Lessee shall be responsible for the maintenance and the upkeep of the demised premises and improvements thereon. The Lessee shall also be responsible for the necessary repairs thereto caused by ordinary wear and tear, or by the Lessee's acts or neglect. Damage to the structure caused by the Lessee's acts or neglect shall be immediately repaired by the Lessee at his own expense, and should Lessee fail to make such repairs within thirty (30) days after the damage occurs, Lessor may make the necessary repairs and the Lessee shall reimburse the Lessor for the total costs thereof. The Lessee's obligation to perform this covenant shall survive the expiration or termination of this Lease.

SIXTH: That Lessee shall pay all water, electricity, gas, and other utility charges arising out of the operation of the leased and demised premises, except for those utility expenses incurred under the reservation hereinafter set forth.

SEVENTH: The Lessor shall pay the ad valorem taxes, both City, County, State, and Municipal Separate School District, on the leased premises.

EIGHTH: That Lessee shall not sub-lease all or any portion of the leased premises, nor shall Lessee assign this Lease in whole or in part without the prior written consent of the Lessor.

NINTH: That Lessor hereby warrants and agrees to defend the title to said leased premises, should said title be challenged.

TENTH: That Lessee, on performing the covenants contained in this Lease, may peaceably and quietly have, hold, and enjoy the leased premises during the term of this Lease, subject to the reservation hereinafter set forth.

ELEVENTH: That risk of loss to any of the improvements located on the demised premises, shall be born by the Lessee.

TWELFTH: That Lessee shall be responsible for any claims for damages or injuries resulting from the use of the demised premises or the recreational facilities thereon, and covenants to hold harmless Lessor for any claims for injuries or damages arising out of the use of the demised premises or recreational facilities thereon, and further covenants to indemnify Lessor for any claims or judgments against Lessor for injuries or damages arising out of the use of the demised premises or recreational facilities thereon.

IT IS AGREED AND UNDERSTOOD by and between Lessor and Lessee, that Lessor reserves to itself, and its assigns, the right to take possession and to use the demised premises for the purpose of staging circuses, fairs, and other similar activities.

IT IS FURTHER AGREED AND UNDERSTOOD by and between Lessor and Lessee that Lessor reserves to itself and its assigns, an option to rescind this instrument and Lessee covenants to vacate the demised premises within ninety (90) days after receipt

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of a written notice from Lessor that the lease is being rescinded. However, Lessor covenants to Lessee that should Lessor exercise its option to rescind the lease, Lessor will reimburse Lessee for any improvements made by Lessee during the term of this lease on a pro rata basis, based upon the term of the lease remaining at the time the option is exercised.

IT IS FURTHER AGREED AND UNDERSTOOD by and between Lessor and Lessee, that Lessor reserves to itself, and its assigns, from the lease, that major structure on the demised premises known as "Main Exhibit Building", said building consisting of approximately 5,000 - 7,000 sq. ft., and that said building constitutes no part of the aforescribed demised premises. However, Lessor solely within its discretion will allow Lessee the use of the major structure, known as the "Main Exhibit Building", upon fifteen days written notice to Lessor of Lessee's desire to use same, subject to Lessee's covenant to hold harmless Lessor and to indemnify Lessor for any claims for injuries or damages resulting from the use by Lessee of the major structure known as, "Main Exhibit Building".

WITNESS THE SIGNATURES of the Lessor and Lessee, by and through their respective representatives on this, the 17 day of April, A. D., 1977.

GREAT SOUTH FAIRGROUNDS,
A Non-profit Corporation

BY: 
H. E. JACKSON, President

CITY OF PETAL, MISSISSIPPI

BY: 
ULMER BYRD, Mayor

ATTEST:


SUSAN B. SMITH, City Clerk

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THEREUPON, Alderman Sumrall moved that the resolution be adopted. Alderman Clearman seconded the motion.

Those present and voting "Aye":

Alderman Mitchell Curry
Alderman A. L. Henderson
Alderman George Draughn
Alderman Charles A. Sumrall
Alderman W. H. Clearman

Those present and voting "Nay":

None

WHEREAS, Mayor Byrd presented the Pro-ration for the month of April to the Board.

WHEREAS, Mayor Byrd presented the tax collections for the months of March and April.

WHEREAS, Mayor Byrd stated that the dedication of the new City Hall will be held on June 7, 1977, from 2:00 to 4:00 P. M.

THEREUPON, Alderman Sumrall made a motion that the meeting be adjourned. The motion was seconded by Alderman Henderson.

Those present and voting "Aye":

Alderman Mitchell Curry
Alderman A. L. Henderson
Alderman George Draughn
Alderman Charles A. Sumrall
Alderman W. H. Clearman

Those present and voting "Nay":


None

There being no further business, the meeting was ordered adjourned on this the 17th day of May, A.D., 1977.


ULMER BYRD, MAYOR

(SEAL)

ATTEST:


Susan B. Smith, City Clerk

BE IT REMEMBERED that there was begun and held a special meeting of the Mayor and Board of Aldermen of the City of Petal, Mississippi, at 5:30 o'clock on May 31, 1977, for the consideration of proposals for insurance for the new City Hall.

THEREUPON, Mayor Byrd read the following notice of special meeting.

NOTICE OF SPECIAL MEETING

The following proposals were submitted to the Board:

EASTERLING INSURANCE AGENCY	\$996.00
SMITH INSURANCE AGENCY	\$1696.00
JAMES INSURANCE AGENCY	\$1054.00

The Board stated that if Easterling Insurance Agency proposal is for a period of three years, that they would accept that proposal.