

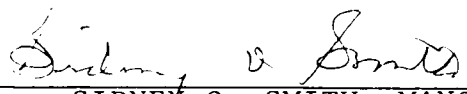
Those present and voting "NAY":

None

Those present and abstaining:

None

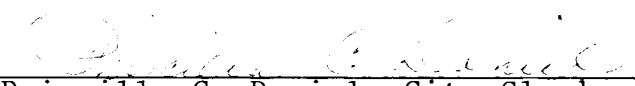
There being no further business, the regular meeting of the Mayor and Board of Aldermen was ordered adjourned on this the 18th day of July, A. D., 1978.



 SIDNEY O. SMITH, MAYOR

(SEAL)

ATTEST:



 Priscilla C. Daniel, City Clerk

BE IT REMEMBERED that there was begun and held a regular meeting of the Mayor and Board of Aldermen in the Board Room in the City Hall at 7:30 P. M., August 1, 1978.

Those present:

Mayor - Sidney O. Smith
 City Attorney - Thomas W. Tyner
 Aldermen: W. E. Boutwell
 W. H. Campbell
 George B. Draughn
 Robert E. Russell
 Bobby W. Runnels

Others present:

Doyle Haden
 Paul Shows
 Larry Wade
 Ford Weatherford

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

The invocation was offered by George B. Draughn.

The minutes of the meeting held July 18th, 1978, were read by Priscilla C. Daniel.

THEREUPON, Alderman Draughn made a motion that the minutes be accepted as read. Alderman Boutwell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
 Alderman W. H. Campbell
 Alderman George B. Draughn
 Alderman Robert E. Russell

WHEREAS, Mayor Smith asked for public comment. There was none.

WHEREAS, Doyle Haden of the Farmer's Home Administration discussed the following letter of condition concerning the FHA loan for improvement of the water

system:

UNITED STATES DEPARTMENT OF AGRICULTURE
Farmers Home Administration
Hattiesburg, MS 39401

July 17, 1978

Honorable Sidney O. Smith
Mayor of City of Petal
P. O. Box 564
Petal, Mississippi 39465

Dear Mayor Smith:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to the application. Any changes in project cost, source of funds, scope of services or any other significant changes in the project or applicant must be reported to and approved by Farmers Home Administration (FmHA) by written amendment to this letter. Any changes not approved by FmHA shall be cause for discontinuing processing of the application.

This letter is not to be considered as loan approval or as a representation as to the availability of funds. If the Farmers Home Administration makes the loan, the interest rate will be that charged by Farmers Home Administration at the time of loan approval. The docket may be completed on the basis of a loan not to exceed \$1,100,000.

Please complete and return the attached Forms FmHA 442-46, Letter of Intent to Meet Conditions, and FmHA 442-47, Loan Resolution (Public Bodies), within 15 days if you desire that further consideration be given your application.

If the conditions set forth in this letter are not met within 90 days from the date hereof, Farmers Home Administration may rescind its offer.

1. Maximum amount:

FmHA Loan: \$1,100,000

Form FmHA MS 442-29
Page 2

2. Repayment schedule:

- a. The loan will be repayable over a period of 35 years from the date the loan is closed.
- b. Interest payments only will be due the first and second anniversary date of the bond. Thereafter, an equal amortized payment will be due on the anniversary date of the bond.
- c. Form FmHA 440-9, Supplementary Payment Agreement, will be executed at loan closing.

3. Number of Users:

Prior to construction start or loan closing, you will furnish evidence there will be a minimum of 2471 water users and 1664 sewer users.

- a. The municipality will adopt an ordinance that will direct all residences and businesses on the water and/or sewer lines to connect to the system(s).
- b. For areas within the municipality, where it is not feasible to extend service, potential users will be given written notice from you that service will not be provided until such time as it is economically feasible. It will be necessary that you publicly announce a plan for future service for areas that are not initially served.

4. Contributions by the applicant:

You will contribute -0- cash toward development of the project which shall be used as follows:

- a. \$ -0- to establish an operation and maintenance fund and a meter deposit fund.
- b. \$ -0- will be deposited in a construction account.

Form FmHA MS 442-29

Page 3

5. Business operation:

- a. Bond cushion fund \$ 34,200 Deposit \$ 285.00 monthly
- b. Depreciation fund \$ 17,100 Deposit \$ 142.50 monthly
- c. Contingent fund \$ 17,100 Deposit \$ 142.50 monthly

6. Insurance and bonding:

Insurance and bonds will be obtained as follows:

- a. A fidelity bond on the proper official, in the amount of \$20,000, or an amount at least equal to the total amount of funds that will be on hand at any one time exclusive of FmHA funds.
- b. Fire and extended property insurance on all above-ground structures exclusive of reservoirs, standpipes, and elevated tanks.
- c. Public liability insurance will be required if operation of the system(s) requires the use of applicant-owned trucks or other vehicles which are frequently driven on public highways.
- d. Workmen's compensation insurance on all employees, if eight (8) or more persons are employed in the operation and maintenance of the system(s).

7. Interim financing:

- a. Interim financing from commercial sources will be required for loans of \$50,000 or more.
- b. You will be required to provide me with a written agreement between you and the lender outlining the terms and conditions of interim financing.
- c. The Farmers Home Administration will assume the same responsibility during the interim financing period from the standpoint of approving construction contract and the supervision of construction, as it would if funds were advanced from this agency. Forms AD 629, Outlay Report and Request For Reimbursement For Construction Programs, and FmHA 424-18, Partial Payment Estimate, will be used.
- d. Bonds must be validated and closing instructions received before construction starts, using interim financing.
- e. Before the FmHA loan is closed, you will provide me with statements from all contractors, the engineer and/or architect, and the attorney that they have been paid in accordance with their contracts.

Form FmHA MS 442-29
Page 4

8. Organization:

Evidence must be furnished that the applicant organization is legally incorporated, along with a list of its officials by name, title, and expiration dates of office terms.

9. Construction contract documents and bidding:

The consulting engineering firm will prepare the final plans, specifications, and contract documents and will prepare for advertising and construction. A copy of Section 1933.18, Appendix B, FmHA Instruction 1933-A has been given you for his use. The essential steps are as follows:

- a. Preparation of final plans, specifications, and contract documents, with a final cost estimate.
- b. Obtaining approval of the final plans by the Mississippi State Board of Health, the Mississippi Air and Water Pollution Control Commission, and the Farmers Home Administration.
- c. Taking construction contract bids.
- d. Concurrence in award of contract by FmHA.
- e. Execution of contract(s).
- f. Approval of executed contract(s) by FmHA.
- g. Issuance of work-order(s) to contractor(s).
- h. FmHA approval of all payment estimates and change orders during construction.

10. Accounts, records, audits, and reports required:

- a. Prior to loan closing, you must have an acceptable maintenance and management plan. Such a plan shall include written agreements where necessary for management, maintenance, and accounting and auditor services.
- b. You must establish and maintain complete records of the operation of the facility and have your books audited annually in accordance with FmHA Instruction 1933-A, Section 1933.17 (a) (14). A copy of the audit and other reports, as may be required from time to time, will be furnished the Farmers Home Administration.

FORM FmHA NS 442-29
Page 5

10. Accounts, records, audits, and reports required:

c. Reports will be furnished in accordance with FmHA Instruction 1933-A, Section 1933.18 (a) (11), Appendix B, during construction.

d. Form FmHA 440-11, Estimate of Funds Needed for _____; and Form AD 627, Report of Federal Cash Transactions, will be used on projects (loans and/or grants) using multiple advances. A final AD 627 will be prepared, within 90 days of last advance, for all projects and will account for all FmHA funds. Form FmHA 424-18, Partial Payment Estimate, and AD 629, Outlay Report and Request for Reimbursement for Construction Programs, will be prepared monthly for all disbursements and sent to the county FmHA office. AD 629 will be prepared on a cumulative basis and will show disbursements from all sources.

11. Other conditions and requirements:

a. Contracts for engineering services and legal agreements must be approved by the Farmers Home Administration.

b. It must be determined that all residents in the service area, regardless of race, color, creed, or level of income, have been afforded an opportunity to become users of the facility.

c. All FmHA funds for the development of the system will be deposited in a supervised account in a bank selected by you and the governing body. The bank must be a member of the Federal Deposit Insurance Corporation, be designated as a Federal depository and pledge collateral security for the amount deposited in excess of the FDIC coverage. As County Supervisor for the Farmers Home Administration, I will handle the collateral pledge after you select the bank.

d. The governing body should adopt an ordinance establishing the following rates:

WATER:

First	3,000	gallons	\$ 4.50	Minimum
Next	2,000	gallons	\$ 1.00	per 1,000 gallons
Next	5,000	gallons	\$.80	per 1,000 gallons
All over	10,000	gallons	\$.75	per 1,000 gallons

SEWER:

Based on Water Use:

First	3,000	gallons	\$ 1.88	Minimum
Next	1,000	gallons	\$.43	per 1,000 gallons
Next	1,000	gallons	\$.40	per 1,000 gallons
Next	5,000	gallons	\$.38	per 1,000 gallons

Form FmHA MS 442-29
Page 6

12. Security requirements:

a. Security for this loan shall consist of a single amortized revenue bond secured by a parity lien on the revenue of the system. If applicant cannot issue a parity water and sewer revenue bond, a junior lien issue will be considered.

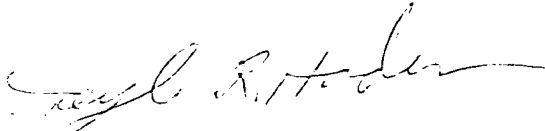
b. You must obtain continuous and adequate rights-of-way, permits, and land titles needed for the construction, operation and maintenance of the facility. All rights-of-way must be on privately or applicant-owned land unless specifically waived by Farmers Home Administration. Your attorney must furnish evidence by the execution of Form FmHA 442-22, Opinion of Counsel Relative to Rights-of-Way, prior to start of construction or loan closing whichever is first.

13. Closing instructions:

The loan will be closed in accordance with instructions to be furnished by the Farmers Home Administration, and under the supervision of your attorney.

You should arrange a meeting as soon as practical and advise me of the date, time, and place that the above conditions can be discussed with you, your attorney, engineer, and governing body.

Sincerely,



County Supervisor, FmHA

Attachment

WHEREAS, Mr. Haden stated that the following contract for engineering services must be executed.

USDA-FmHA
Form FmHA 442-19
(Rev. 1-28-77)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT, made this _____ day of July, 19 78
by and between City of Petal, hereafter
referred to as the OWNER, and Shows & Dearman,
hereinafter referred to as the ENGINEER:

The OWNER intends to construct a Improvements to Water Distribution System

in Forrest County, State of Mississippi, which
may be paid for in part with financial assistance from the United States of America, acting through the Farmers Home
Administration of the United States Department of Agriculture, hereinafter referred to as FmHA, pursuant to the
Consolidated Farm and Rural Development Act, (7 U.S.C. 1921 et seq.) and the ENGINEER agrees to perform the various
professional engineering services required for the design and construction of said system.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A — ENGINEERING SERVICES

The ENGINEER shall furnish basic engineering services as follows:

1. The ENGINEER will conduct preliminary investigations required to determine project feasibility.
2. The ENGINEER will prepare preliminary drawings and cost estimates.
3. The ENGINEER will prepare a preliminary engineering report following FmHA instructions and guides.
4. The ENGINEER will furnish 10 copies of the preliminary engineering report, cost estimates, and layout maps to the OWNER.
5. The ENGINEER will attend conferences with the OWNER and representatives of the FmHA and other interested parties.
6. After the preliminary engineering report has been reviewed by FmHA and the OWNER directs the ENGINEER to proceed, the ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare detailed drawings, specifications and contract documents, and make a final cost estimate based on the final design for the entire system. It is also understood that if subsurface explorations such as borings, soil tests and the like are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish supervision of said explorations without additional charge, but the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others, shall be paid for by the OWNER as set out in Section D hereof.
7. The contract documents furnished by the ENGINEER under Section A-6 above shall utilize FmHA-endorsed standard construction contract documents, including FmHA Supplemental General Conditions, Contract Change Orders and partial payment estimates. All of these documents shall be subject to FmHA approval.
8. Prior to the advertisement for bids, the ENGINEER for each contract will provide not to exceed 10 copies of detailed drawings, specifications, and contract documents for use of the OWNER, FmHA, and the appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
9. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge for the actual cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
10. The drawings prepared by the ENGINEER under the provisions of Section A-6 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER without any additional compensation, three copies of a map showing the needed construction easements and permanent easements and the land to be acquired. Property surveys, property plats, legal descriptions, and negotiations for land rights shall be accomplished by the OWNER, unless the OWNER requests the ENGINEER to perform these services. In the event the ENGINEER is requested to perform such services and make detailed surveys, the ENGINEER shall be additionally compensated as set out in Section D hereof.

11. The ENGINEER will attend the bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction.
12. The ENGINEER will check and approve any necessary shop and working drawings furnished by contractors.
13. The ENGINEER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
14. The ENGINEER will provide horizontal and vertical control in the form of bench mark circuit and two base lines for vertical control to be used by the contractor in staking the construction. Sewer lines shall be staked for laser beam construction by the ENGINEER.
15. The ENGINEER will provide general engineering inspection of the work of the contractors as construction progresses. Unless notified by the OWNER in writing that the OWNER will provide for such inspection, the ENGINEER will provide detailed resident construction inspection (RESIDENT INSPECTOR) for the additional compensation set forth in Section C. The ENGINEER does not guarantee the performance of the contractor(s) by the ENGINEER'S performance of such detailed construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
16. The ENGINEER will cooperate and work closely with FmHA representatives.
17. The ENGINEER will review and approve estimates for progress and final payments.
18. The ENGINEER will make final inspection of all construction and a written certification of final inspection to the OWNER and FmHA.
19. The ENGINEER will provide the OWNER with one set of reproducible record (as-built) drawings, and two sets of prints at no additional cost to the OWNER. Such drawings will be based upon information provided by the RESIDENT INSPECTOR.
20. The ENGINEER will prepare notices and advertisement of final payments if required by state statutes.
21. The ENGINEER will be available to furnish engineering service and consultations necessary to correct all unforeseen project operating difficulties for a period of 1 year after the date of final inspection and acceptance of the facility by the OWNER and FmHA. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs.
22. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect him and the OWNER from claims under the Workman's Compensation Act and from all claims for bodily injury, death, or property damage which may arise from the negligent performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
23. The ENGINEER further agrees to provide the operation and maintenance manual for waste treatment facilities when required by the Environmental Protection Agency or FmHA for \$ N/A.
24. The services called for in Section A-1 through A-4 of this Agreement shall be completed and the report submitted by

July 14, 1978

(Date)

After acceptance by the OWNER and FmHA of the Preliminary Engineering Report and upon written authorization from the OWNER, the ENGINEER will complete final plans, specifications and contract documents and submit for

approval of the OWNER, FmHA and all State regulatory agencies ~~by~~ Within 90 days ;
(Date)

unless otherwise agreed to by both parties.
If the above is not accomplished within the time period specified, this Agreement may be terminated by the OWNER.

SECTION B — COMPENSATION FOR BASIC ENGINEERING SERVICES

The OWNER shall compensate the ENGINEER for basic engineering services not to exceed \$57,000.00 or as shown in Attachment I.

When Attachment I is used to establish compensation for basic services the construction costs on which compensation is determined shall exclude legal fees, administrative costs, engineering fees, land rights acquisition costs, water costs, and interest expense incurred during the construction period. The compensation for basic engineering services shall be payable as follows:

1. The sum of N/A Dollars (\$) after the review of the preliminary engineering report by the FmHA and acceptance by the OWNER.
2. A sum which together with the specific sum set forth in Section B-1 above equals seventy percent (70%) of the total compensation payable after completion and submission of the final drawings, specifications, cost estimates, and contract documents, and the acceptance of the same by the OWNER and FmHA.
3. A sum equal to ten percent (10%) of the total compensation payable immediately after the construction contracts are awarded.
4. A sum equal to twenty percent (20%) of the total compensation will be paid on a monthly basis for general engineering inspection of the contractor's work during the construction period on percentage ratios identical to those approved by the ENGINEER as a basis upon which to make partial payments to the contractor(s). However, final payment under this paragraph and of such additional sums as are due the ENGINEER by reason of any necessary adjustments in the payment computations will be in an amount so that the aggregate of all sums paid to the ENGINEER will equal one hundred percent (100%) of the basic compensation. Final payments shall not be made until it is determined that all services required by this Agreement have been completed except for the services set forth in Section A-21 hereof.

The compensation for engineering services shall be:

- The total sum of \$57,000.00.
- Established by Attachment I.

SECTION C — COMPENSATION FOR DETAILED RESIDENT CONSTRUCTION INSPECTION
AS SET FORTH IN SECTION A-15

When the engineer provides detailed resident construction inspection, he will, prior to the preconstruction conference, submit a resume of the construction inspectors' qualifications, anticipated duties and responsibilities for approval by the OWNER and FmHA. The OWNER agrees to pay the ENGINEER for such service in accordance with the schedule set out in Attachment I. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, at the end of each month, for compensation for such services performed hereunder during such month, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following month.

3% of construction cost for distribution only.

SECTION I ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON WRITTEN AUTHORIZATION OF THE OWNER and approval of the FmHA:

1. Site surveys for water treatment plants, sewage treatment works, dams and reservoirs.
2. Laboratory tests, well tests, borings, specialized geological, hydraulic or other studies recommended by the ENGINEER.
3. Property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication, and litigation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER and FmHA.
6. Appearances before courts or boards on matters of litigation related to the project.

Payment for the services specified in this Section D shall be as agreed between the OWNER and ENGINEER and approved by FmHA prior to commencement of the work, barring unforeseen circumstances, such payment should not exceed

\$ _____. The engineer will render to owner for such services an itemized bill, separate from any other billing, at the end of each month for compensation for services performed hereunder during such month, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following month.

SECTION E – APPROVAL BY FmHA

This agreement shall not become effective until approved by FmHA. Such approval shall be evidenced by the signature of a duly authorized representative of FmHA in the space provided at the end of this Agreement. The approval so evidenced by FmHA shall in no way commit FmHA to render financial assistance to the OWNER, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of FmHA.

A-5595 SPECIALTY-TRC, INC.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

(SEAL)

OWNER: CITY OF PETAL

By Sidney O. Smith

ATTEST Priscilla Daniel

Type Name Sidney O. Smith

Title Mayor

Type Name Priscilla Daniel

Date _____

Title City Clerk

(SEAL)

ENGINEER: SHOWS & DEARMAN

By Paul J. Shows

ATTEST: Raymond M. Dearman

Type Name Paul J. Shows

Type Name Raymond M. Dearman

Title Partner

Title Partner

Date _____

APPROVED:

FARMERS HOME ADMINISTRATION

By Doyle R. Haden

Type Name Doyle R. Haden

Title County Supervisor

THEREUPON, Alderman Draughn made a motion authorizing the Mayor to execute the foregoing document. Alderman Campbell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George Draughn
Alderman Robert E. Russell

Those present and voting "NAY":

None

WHEREAS, Mr. Haden advised the Board that interim financing from commercial sources will be necessary.

THEREUPON, Alderman Boutwell made a motion to have the Mayor shop among the three local banks for the best interest rates available for the interim financing. Alderman Russell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George Draughn
Alderman Robert E. Russell

Those present and voting "NAY":

None

WHEREAS, Paul Shows requested the wishes of the Board concerning the acquisition of land for the location of the proposed water tank.

THEREUPON, Alderman Boutwell made a motion to authorize Shows and Dearman to locate the most feasible site for the erection of the water tank and one alternative site and contact at least three appraisers to render an appraisal value of the real property. Alderman Russell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George Draughn
Alderman Robert E. Russell

Those present and voting "NAY":

None

WHEREAS, Larry Wade stated that he has explored the possibility of an LEAA grant for the funding of the teen shelter he has previously proposed to the aldermen. This grant would furnish 90% of the fund and require 5% of the funds from the local government and 5% from the State. Mr. Wade stated that this would cost the City of Petal approximately \$3000.00. This grant would require that the City be the sponsoring agent to administer the funds.

THEREUPON, Mayor Smith requested that Mr. Wade get further details of the obligations that would be involved as a sponsoring agent.

WHEREAS, Thomas W. Tyner, City Attorney, stated that Morrison Assurance Corporation has requested the status of the contract with Environmental Construction Corporation to construct the forced draft aerator for the water department.

THEREUPON, Alderman Russell made a motion to authorize the City Clerk, upon receipt of the city engineer's letter stating the completion of the work on the aerator, to run the following notice and to answer the inquiry from Morrison Assurance Company informing them of the amount remaining on retainage and requesting that they respond pursuant to Section 31-5-25 of the Mississippi Code of 1972,

A-5595 SPECIALTY-TRC, INC.

granting the City of Petal their consent to pay the Environmental Construction the retainage. Alderman Campbell seconded the motion. The notice read as follows, to-wit:

NOTICE TO ALL INTERESTED PARTIES

This is to advise that the contract between the City of Petal and Environmental Construction Corporation for the construction of a Forced Draft Aerator has been completed as of August 2, 1978. Final payment of this contract will be made within ten (10) days of this Notice.

Anyone having a valid claim pertaining to the above project must present claim within ten (10) days to the City of Petal.

CITY OF PETAL

By Priscilla C. Daniel /s/
City Clerk

* * * * *

Those present and voting "AYE":

- Alderman W. E. Boutwell
- Alderman W. H. Campbell
- Alderman George B. Draughn
- Alderman Robert E. Russell
- Alderman Bobby W. Runnels

Those present and voting "NAY":

NONE

WHEREAS, City Attorney, Thomas W. Tyner, presented a petition to the Board concerning the condition of the Dallas Smith property on the corner of North George Street and West Cherry Drive. The petition read as follows, to-wit:

P E T I T I O N

July 19, 1978

WHEREAS, the property located at the corner of North George Street and West Cherry Drive, owned by Mr. & Mrs. Dallas Smith remains in an unseemly and unsightly condition; and...WHEREAS, it is both a health hazard and a contribution to the degrading and devaluation of the surrounding property value, we the undersigned, respectfully request the city of Petal to hereby take immediate action to alleviate and dissolve the problem.

To: prevent them from discarding their garbage in the yard, and to remove all of the trash from the wooden fence, and, in general, to clean up the entire area - - so as to prevent and further spread the outbreak of roaches and other disease carrying insects.

- /s/ Cathy & Nathan Sanford
- /s/ Virgie Russell
- /s/ Gladys Russell
- /s/ C. E. Pefferkorn
- /s/ Ann Pefferkorn
- /s/ Joe E. Hobbs

* * * * *

THEREUPON, Alderman Draughn made a motion to authorize the Mayor to write Mr. Smith stating the intent of the City to handle this matter as permitted in

Section 21-19-11 of the Mississippi Code of 1972. Alderman Russell seconded the motion.

Those present and voting "AYE":

- Alderman W. E. Boutwell
- Alderman W. H. Campbell
- Alderman George B. Draughn
- Alderman Robert E. Russell
- Alderman Bobby W. Runnels

Those present and voting "NAY":

NONE

WHEREAS, Alderman Draughn stated that the McCaffrey property on South Main had not been cleared as requested by the board.

THEREUPON, Alderman Runnels made a motion to authorize the Mayor to proceed with the cleaning of the McCaffrey property and to instruct the crews to itemize all expenses. Alderman Draughn seconded the motion.

Those present and voting "AYE":

- Alderman W. E. Boutwell
- Alderman W. H. Campbell
- Alderman George B. Draughn
- Alderman Robert E. Russell
- Alderman Bobby W. Runnels

Those present and voting "NAY":

None

WHEREAS, the City Clerk stated that certain parcels of land that were sold in the 1975 and 1976 tax sales were double assessments.

THEREUPON, Alderman Draughn made a motion to adopt the following order giving the tax collector permission to rectify these errors. Alderman Campbell seconded the motion.

O R D E R

WHEREAS, the Mayor and Board of Aldermen deem it necessary to delete from the land sales the following parcels due to a double assessment of these parcels for the previous tax year.

<u>PARCEL NO.</u>	<u>NAME</u>	<u>DATE SOLD</u>	<u>TO WHOM</u>	<u>AMT.</u>
61102394	Evans, T. G. Sr.	9-20-76	Aubra Evans	\$11.87
61102392	Evans, T. G.	9-20-76	Aubra Evans	2.37
61101314	Rayburn, W. M.	9-20-76	City of Petal	2.31
61102434	Cambridge Accept. Corp.	9-20-76	City of Petal	6.71
61102436	Cambridge Accept. Corp.	9-20-76	City of Petal	4.44
61102438	Leeds Homes of H'burg	9-20-76	City of Petal	2.37
62520031	Jimmy H. Jones	9-20-76	City of Petal	15.12
61102392	Evans, T. G.	9-19-77	College Investment	47.92
61102394	Evans, Thomas G., Sr.	9-19-77	W. J. Crisler	7.11
61102434	Cambridge Accept. Corp.	9-19-77	W. J. Crisler	25.66
61102436	Cambridge Accept. Corp.	9-19-77	College Investment	16.39
61102438	Leeds Homes of H'Burg	9-19-77	W. J. Crisler	7.11

WHEREAS, the Mayor and Board of Aldermen deem it necessary to refund the money collected on the foregoing parcels and do hereby authorize the City Clerk to issue the city's warrants for these refunds.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, on this the 1st day of August, A. D., 1978.

* * * * *

Those present and voting "AYE":

- Alderman W. E. Boutwell
- Alderman W. H. Campbell
- Alderman George B. Draughn
- Alderman Robert E. Russell
- Alderman Bobby W. Runnels

A-5595 SPECIALTY-TRC, INC.

Those present and voting "NAY":

None

WHEREAS, Alderman Draughn stated that the water department will be needing the following to extend the water line. The list reads as follows, to-wit:

- 1 6" Rockwell Model W-2000DR Bronze Magnetic Drive-flanged turbo-meter or approval equal
- 1 6" Clayton Model RP Backflow Preventer complete assembly or approved equal
- 1 6" No. G743-0 MJ Flanged Gate Valve with glands and transmission gaskets or approved equal
- 4 6" No. 353 MJ Flanged Adapter or Approved equal
- 1 6" MJ 90 degree Ell or approved equal
- 1 6" No. 315 MJ Tee or approved equal
- 2 6" MJ X Flanged Adapter

THEREUPON, Alderman Draughn made a motion to give the City Clerk permission to advertise for bids for the valves and meters for the water department. Alderman Boutwell seconded the motion. The notice read as follows, to-wit:

NOTICE TO BIDDERS

Sealed bids shall be received by the Mayor and Board of Aldermen of the City of Petal, Mississippi, until 7:30 P. M., on the 5th day of September, A. D., 1978, in the City Hall of said City for the following:

VALVES, FITTINGS & METERS FOR PETAL WATER DEPARTMENT

Specifications will be on file in the office of the City Clerk of Petal, Mississippi.

Said specifications may be examined during office hours of the City Clerk and arrangements made for securing copies of same.

No bid will be considered which fails to contain the following statement:

"The bid herein made does not exceed the State Contract Price fixed by the Current Indexed List of Commodities or the item herein bid upon is not contained on said Current List".

The lowest and best bid received will be accepted subject to the State Contract Price fixed by the Indexed List of Commodities published by the State Commission of Budget and Accounting, and in the event said item does not appear on said "Indexed List of Commodities", then the lowest and best bid may be accepted, but the Board of Aldermen of the City of Petal, Mississippi, reserves the right to reject any and all bids and to waive any formalities.

/s/ Priscilla C. Daniel
Priscilla C. Daniel
City Clerk

Those present and voting "AYE":

Alderman W. E. Boutwell
 Alderman W. H. Campbell
 Alderman George B. Draughn
 Alderman Robert E. Russell
 Alderman Bobby W. Runnels

Those present and voting "NAY":

None

WHEREAS, City Attorney, Thomas W. Tyner, presented the ordinance prohibiting solicitors and peddlers and canvassers in the City of Petal to the Board. The ordinance read as follows, to-wit:

ORDINANCE 1978 (41)

AN ORDINANCE PROHIBITING THE USE OF STREETS AND SIDEWALKS AS PLACES OF TRADE OR BUSINESS, PROHIBITING THE ENTRANCE UPON PRIVATE PREMISES OF SOLICITORS, PEDDLERS, HAWKERS, INTINERANT MERCHANTS OR TRANSIENT VENDORS OF MERCHANDISE, MAKING EXCEPTIONS THERETO AND PROVIDING A PENALTY FOR VIOLATION THEREOF

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI.

SECTION I. Use of Streets and Sidewalks as Places of Trade or Business

It shall be unlawful for any person to use the streets or sidewalks of the city as places of trade or business or as stands from which to conduct any trade or business.

This section shall not be construed as preventing the temporary stopping or parking of vehicles on the streets for the purpose of making sale or delivery of goods, wares, merchandise or produce on private premises to occupants of the dwellings or buildings thereon where such sale or delivery is not prohibited by other ordinances of the City of Petal; but shall be construed as prohibiting the stopping or parking of vehicles or other forms of conveyance on the streets for the purpose of selling and delivering from vehicles to the general public any goods, wares, merchandise or produce or otherwise engaging in trade or business therefrom with the general public.

SECTION II. Use of Streets and Sidewalks for Solicitation, etc., for Purpose of Selling Wares, Merchandise, Etc.

It is hereby declared to be a public nuisance and it shall be unlawful for any person to solicit, accost or canvas persons on the streets or sidewalks of the city for the purpose of selling any books, wares, merchandise or articles of any description. Such practice is hereby declared to be obnoxious to the personal rights, convenience, and privileges of the public and is further declared as impeding orderly traffic on streets and sidewalks.

SECTION III. Application of Section 2 to Charitable, Civic or Service Organizations

The provisions of the preceding section (Section II) shall not apply to persons soliciting funds in drives sponsor-

ed by and solely for charitable, civic or service organizations, except that any solicitation or canvassing on the streets of the City of Petal by pedestrians or otherwise is declared to be a public nuisance, danger and hazard and punishable as a misdemeanor.

SECTION IV. Entrance Upon Private Premises.

The practice of going in and upon private residences in the city by solicitors, peddlers, hawkers, itinerant merchants or transient vendors of merchandise not having been requested or invited to do so by the owner or occupant of such private residences for the purpose of soliciting orders for the sale of goods, wares and merchandise or disposing of or peddling or hawking the same, is declared to be a nuisance and punishable as a misdemeanor.

SECTION V. Section IV not Applicable to Sale of Farm and Garden Produce

The provisions of Section IV shall not apply to the sale, distribution, or soliciting or orders for the sale of milk, dairy products, vegetables, poultry, eggs and other farm and garden produce so far as the sale of such commodities is authorized by law.

SECTION VI. Penalty for Violation.

Any person convicted of violating the provisions of this chapter shall be guilty of a misdemeanor and shall be punished by a fine of not more than fifty dollars (\$50.00).

SECTION VII. Effective Date.

The above and foregoing ordinance shall take effect and be in force from and after September 1, A. D., 1978.

The foregoing Ordinance having been reduced to writing, the same was introduced and read and a vote was taken thereon first section by section, 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, 3, 4, 5, 6, and 7 of the foregoing ordinance:

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Robert E. Russell
Alderman Bobby W. Runnels

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 whole:

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Robert E. Russell
Alderman Bobby W. Runnels

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 1st day of August, A. D., 1978.

/s/ Sidney O. Smith
SIDNEY O. SMITH, MAYOR

ATTEST:

/s/ Priscilla C. Daniel
Priscilla C. Daniel, City Clerk

* * * * *

THEREUPON, Alderman Russell made a motion to adopt the foregoing Ordinance 1978 (41) effective September 1, 1978. Alderman Runnels seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Robert E. Russell
Alderman Bobby W. Runnels

Those present and voting "NAY":

None

WHEREAS, Alderman Russell made a motion to have the city attorney draft an ordinance prohibiting the posting of handbills. Alderman Campbell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman W. H. Campbell
Alderman George B. Draughn
Alderman Robert E. Russell
Alderman Bobby W. Runnels

Those present and voting "NAY":

None

WHEREAS, Alderman Russell stated that the fire department is in need of a new fire truck.

THEREUPON, Alderman Runnels made a motion to authorize the city clerk to advertise for bids on the fire truck. Alderman Runnels seconded the motion. The notice to bidders read as follows, to-wit:

NOTICE TO BIDDERS

Sealed bids shall be received by the Mayor and Board of Aldermen of the City of Petal, Mississippi, until 7:30 P. M., on September 5, 1978, in the City Hall of said City for one diesel engine firetruck.

Specifications will be on file in the office of the City Clerk of Petal, Mississippi.

Said specifications may be examined during office hours of the City Clerk and arrangements made for securing copies of same.

No bid will be considered which fails to contain the

following statement:

"The bid herein made does not exceed the State Contract Bid Price fixed by the Current Indexed List of Commodities or the item herein bid upon is not contained on said Current List".

The lowest and best bid received will be accepted subject to the State Contract Price fixed by the "Indexed List of Commodities", published by the State Commission of Budget and Accounting, and in the event said item does not appear on said "Indexed List Of Commodities", then the lowest and best bid may be accepted, but the Board of Aldermen of the City of Petal, Mississippi, reserves the right to reject any and all bids and to waive any formalities.

CITY OF PETAL, MISSISSIPPI

By /s/ Priscilla C. Daniel
Priscilla C. Daniel
City Clerk

* * * * *

WHEREAS, Mayor Smith stated that the tax sale should be held on the third Monday in September.

THEREUPON, Alderman Russell made a motion to adopt the following order setting the tax sale date for Monday, September 18th, 1978, and to authorize the City Clerk to advertise the delinquent taxes. Alderman Boutwell seconded the motion.

ORDER

WHEREAS, the Mayor and Board of Aldermen deem it necessary to direct the city clerk to hold the tax sale of delinquent taxes on September 18, 1978, within the legal hours in the Board Room of the City Hall and to properly advertise and sell all properties for which the 1977 property taxes have not been paid to the City of Petal and the Petal Municipal Separate School District.

SO ORDERED by the Mayor and Board of Aldermen on this the 1st day of August, A. D., 1978.

* * * * *

Those present and voting "AYE":

- Alderman W. E. Boutwell
- Alderman W. H. Campbell
- Alderman George B. Draughn
- Alderman Robert E. Russell
- Alderman Bobby W. Runnels

Those present and voting "NAY":

None

WHEREAS, Mayor Smith presented claims numbers 3824 through 3894 for the general fund of the City of Petal.

THEREUPON, Alderman Russell made a motion to pay claims numbers 3824 through 3894, with the exception of claims numbers 3882 and 3845 to Forrest County and the Forrest County Humane Society. Alderman Runnels seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
 Alderman W. H. Campbell
 Alderman George B. Draughn
 Alderman Robert E. Russell
 Alderman Bobby W. Runnels

Those present and voting "NAY":

None

WHEREAS, Mayor Smith presented claims numbers 72B through 79B for the Repair and Extension fund of the water and sewer department.

THEREUPON, Alderman Russell made a motion to pay claims numbers 72B through 79B for the Repair and Extension fund of the water and sewer department. Alderman Runnels seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
 Alderman W. H. Campbell
 Alderman George B. Draughn
 Alderman Robert E. Russell
 Alderman Bobby W. Runnels

Those present and voting "NAY":

None

WHEREAS, Mayor Smith presented claims numbers 300A through 324A for the Operation and Maintenance fund of the water and sewer department.

THEREUPON, Alderman Russell made a motion to pay claims numbers 300A through 324A for the Operation and Maintenance fund of the water and sewer department. Alderman Runnels seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
 Alderman W. H. Campbell
 Alderman George B. Draughn
 Alderman Robert E. Russell
 Alderman Bobby W. Runnels

Those present and voting "NAY":

None

WHEREAS, City Attorney, Thomas W. Tyner, advised the Board of their options concerning the amendment of the beer ordinance and the Sunday sales ordinance. After lengthy discussion, the aldermen agreed to take under consideration the possibility of holding an election to decide the issues.

WHEREAS, City Attorney, Thomas W. Tyner, requested the wishes of the board concerning the 1978 property tax rolls of the City of Petal and the Petal Municipal Separate School District.

THEREUPON, Alderman Runnels made a motion directing the tax collector to copy the rolls of the Forrest County tax collector. Alderman Russell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
 Alderman W. H. Campbell
 Alderman George B. Draughn
 Alderman Robert E. Russell
 Alderman Bobby W. Runnels

Those present and voting "NAY":

None

THEREUPON, Alderman Boutwell made a motion to adjourn. Alderman Runnels seconded the motion.

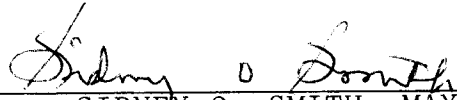
Those present and voting "AYE":

Alderman W. E. Boutwell
 Alderman W. H. Campbell
 Alderman George B. Draughn
 Alderman Robert E. Russell
 Alderman Bobby W. Runnels

Those present and voting "NAY":

None

There being no further business, the regular meeting of the Mayor and Board of Aldermen was ordered adjourned on this the 1st day of August, A. D., 1978.



 SIDNEY O. SMITH, MAYOR

(SEAL)

ATTEST:



 Priscilla C. Daniel, 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 5:00 o'clock P. M., on August 3rd, 1978, in the Board Room in the City Hall, pursuant to the call of the Mayor and proper notice being served upon all aldermen according to law.

Those present:

Mayor - Sidney O. Smith
 City Attorney - Thomas W. Tyner
 Aldermen - Edgar Boutwell
 George Draughn
 Bobby Runnels

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

The invocation was offered by Thomas W. Tyner.

The Notice of Special Meeting with his return was presented for filing by Chief Gary Morrow. The notice read as follows, to-wit:

N O T I C E
OF SPECIAL MEETING

Please be advised that a special meeting of the Mayor and Board of Aldermen of the City of Petal, Mississippi, will be held at 5:00 o'clock P. M., on August 3rd, 1978, in the Board Room in the City Hall for the purpose of:

- (1) Revenue Sharing Hearing
- (2) Claim - Easterling Insurance
- (3) Claim - Rex Herring

/s/ Sidney O. Smith
 SIDNEY O. SMITH, MAYOR

/s/ W. E. Boutwell
 W. E. BOUTWELL