

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

Those present and voting "NAY":

None

THEREUPON, Alderman Campbell made a motion to adjourn. Alderman Draughn seconded the motion.

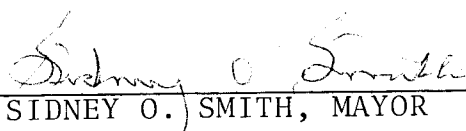
Those present and voting "AYE":

Alderman W. E. Boutwell
 Alderman W. H. Campbell
 Alderman George B. Draughn
 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 17th day of January, 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 of the City of Petal, Mississippi, on February 7, 1978, in the Board Room in the City Hall.

Those present:	Mayor Sidney O. Smith
City attorney:	Thomas W. Tyner
Aldermen:	W. E. Boutwell W. H. Campbell George B. Draughn Bobby W. Runnels Robert E. Russell
Others present:	Cecil Easterling Leroy Scott Harrison Ford Paul Shows Raymond Dearman Larry Scott Robert Drake

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

The invocation was offered by W. H. Campbell.

The minutes of the regular meeting held January 17, 1978, were read by

Priscilla C. Daniel.

Thereupon, Alderman Boutwell made a motion that the minutes be adopted as read. Alderman Draughn seconded the motion.

Those present and voting "AYE":

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

Those present and voting "NAY":

None

Whereas, Robert F. Drake, attorney for the school board, stated that a call had been received from the bond attorney in St. Louis, Missouri, concerning the wording of the resolution authorizing and directing the issuance of bonds of the Petal Municipal Separate School District. Mr. Drake presented the following resolution to the Board:

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The Board of Aldermen for the City of Petal, Mississippi took up for consideration the matter of directing the issuance of bonds of the Petal Municipal Separate School District of Forrest County, Mississippi, in the principal amount of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000), authorized at a special election held on the 22nd day of November, 1977, and after a discussion of the subject, Alderman Russell offered and moved the adoption of the following resolution:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF BONDS OF THE PETAL MUNICIPAL SEPARATE SCHOOL DISTRICT OF FORREST COUNTY, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF THREE MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$3,750,000) TO RAISE MONEY FOR THE PURPOSE OF ERECTING, REPAIRING, EQUIPPING, REMODELING, AND ENLARGING SCHOOL BUILDINGS AND RELATED FACILITIES, INCLUDING GYMNASIUMS, AUDITORIUMS, LUNCH ROOMS, VOCATIONAL TRAINING BUILDINGS, LIBRARIES, SCHOOL BARNS, GARAGES FOR TRANSPORTATION VEHICLES, AND PURCHASING LAND THEREFOR, ESTABLISHING AND EQUIPPING SCHOOL ATHLETIC FIELDS AND NECESSARY FACILITIES CONNECTED THEREWITH, PURCHASING LAND THEREFOR, AND PROVIDING NECESSARY WATER, LIGHT, HEATING, AND SEWERAGE FACILITIES FOR SCHOOL BUILDINGS AND PURCHASING LAND THEREFOR, AS AUTHORIZED AT AN ELECTION HELD IN SAID DISTRICT ON THE 22nd DAY OF NOVEMBER, 1977, PRESCRIBING THE FORM AND DETAILS OF SAID BONDS, AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT THEREOF.

WHEREAS, on the 20th day of October, 1977, the Board of Trustees of the Petal Municipal Separate School District did adopt a resolution requesting the Board of Aldermen of the City of Petal, Forrest County, Mississippi, to call a special election on the question of the issuance of bonds of said School District as hereinafter set forth; and

WHEREAS, thereafter on the 20th day of October, 1977, the Board of Aldermen of the City of Petal, Forrest County, Mississippi, did adopt a resolution calling a special election to be held in said Petal Municipal Separate School District on the 22nd day of November, 1977, for the purpose of submitting to the qualified electors of said School District the following proposition, to-wit:

PROPOSITION

Shall the Petal Municipal Separate School District of Petal, Forrest County, Mississippi, issue its bonds in the principal amount of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000) to raise money for the purpose of erecting, repairing, equipping, remodeling, and enlarging school buildings and related facilities, including gymnasiums, auditoriums, lunch rooms, vocational training buildings, libraries, school barns, garages for transportation vehicles, and purchasing land therefor, establishing and equipping school athletic fields and necessary facilities connected therewith, and purchasing land therefor, and providing necessary water, light, heating, and sewerage facilities for school buildings and purchasing land therefor?

WHEREAS, as directed by the aforesaid resolution of the Board of Aldermen, and as required by Section 37-59-1, et seq., Mississippi Code 1972 Annotated, notice of the said election was given by publication in The Hattiesburg American, a newspaper published in said Forrest County and of general circulation in the Petal Municipal Separate School District and duly qualified to publish legal notices; and

WHEREAS, the said notice was published in said newspaper on October 28, 1977, on the 4th, 11th, and 18th days of November, 1977, the first of said publications having been made at least twenty-one (21) days prior to the date of said election and the last of said publications having been made within seven (7) days of the date of said election; and

WHEREAS, the said election was duly held in said Petal Municipal Separate School District on the 22nd day of November, 1977; and

WHEREAS, thereafter, on the 23rd day of November, 1977, the Election Commissioners within and for said City of Petal and the Petal Municipal Separate School District did make their report of said election to the Board of Aldermen of said City, certifying that two thousand three hundred fifty-one (2,351) votes had been cast on the aforesaid proposition at said election, of which one thousand four hundred thirty-three (1,433) votes were cast "FOR THE BOND ISSUE" and nine hundred eighteen (918) votes were cast "AGAINST THE BOND ISSUE"; and

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March 1, 1988, or on any interest payment date thereafter prior to maturity. Written notice of the exercise of said option shall be given to the paying agent designated for said bonds not less than thirty (30) days in advance of the date set for the redemption of any of said bonds, and such notice also shall be published at least one time in a newspaper or financial journal published in the City of New York, State of New York, not less than thirty (30) nor more than forty-five (45) days prior to the call date. Interest shall cease to accrue on any bonds so called for redemption from and after the date set for the redemption thereof, provided that funds be then available for that purpose.

SECTION 2. That the said bonds shall be executed for and on behalf of said District by the signature of the Mayor of the City of Petal, Mississippi, and shall be attested by the City Clerk of said City, under the corporate seal of the City of Petal, which is hereby adopted as and for the seal of said District for said purpose, and the interest coupons to be attached to said bonds shall be executed by the facsimile signatures of said officers, which said facsimile signatures the said officers, by the execution of said bonds, shall be deemed to have adopted as and for their own proper signatures.

SECTION 3. That the said bonds and the interest coupons there-to attached shall be in substantially the following forms, to-wit:

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
COUNTY OF FORREST
PETAL MUNICIPAL SEPARATE SCHOOL DISTRICT

_____ §
SCHOOL BOND

NO. _____

\$5,000

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The Petal Municipal Separate School District of Forrest County, Mississippi, acting herein by and through the Board of Aldermen of the City of Petal, its governing authority, hereby acknowledges itself indebted and for value received, hereby promises to pay to bearer the sum of

FIVE THOUSAND DOLLARS

(\$5,000) on the first day of March, 19___, with interest thereon from the date hereof at the rate of _____ per centum (____%) per annum, payable March 1, 1979, and semi-annually thereafter on September 1 and March 1 in each year until this bond shall have been fully paid. Interest accruing on this bond on and prior to the maturity date hereof shall be payable upon presentation and surrender of the interest coupons hereto attached as they severally become due, and no interest shall accrue on this bond after the maturity date hereof unless this bond be duly presented for payment and be not paid.

Both principal of and interest on this bond are payable in lawful money of the United States of America at _____, in the City of _____, State of _____, and for the prompt payment of this bond and the interest hereon as and when the same matures and accrues, the full faith, credit, and resources of the Petal Municipal Separate School District of Forrest County, Mississippi, are hereby irrevocably pledged.

The right is reserved unto said District, at its option, to call in, pay, and redeem bonds numbered Two Hundred Thirty-seven (237) to Seven Hundred Fifty (750), inclusive, of the issue of which this bond is one, in the inverse order of their numbers, at par and accrued interest, on March 1, 1988, or on any interest payment date thereafter prior to maturity. Written notice of the exercise of said option shall be given to the paying agent designated for said bonds not less than thirty (30) days in advance of the date set for the redemption of any of said bonds, and such notice also shall be published at least one time in a newspaper or financial journal published in the City of New York, State of New York, not less than thirty (30) nor

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WHEREAS, more than three-fifths of the votes cast, as aforesaid, were cast "FOR THE BOND ISSUE"; and

WHEREAS, thereafter, on the 6th day of December, 1977, the Board of Aldermen of the City of Petal, Mississippi did adopt a resolution approving the aforesaid Report of the Election Commissioners and delcaring the result of said election; and

WHEREAS, the assessed value of taxable property within the limits of said Petal Municipal Separate School District, as ascertained by the last completed assessment, is Twenty-five Million Nine Hundred Fifty-six Thousand Six Hundred Seventy-two Dollars (\$25,956,672); and

WHEREAS, the Petal Municipal Separate School District now has no outstanding bonded indebtedness; and

WHEREAS, the amount of bonds of said Petal Municipal Separate School District authorized at the aforesaid election held on the 22nd day of November, 1977, to-wit: Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000), when added to the aforesaid no outstanding bonded indebtedness, will not exceed any constitutional or statutory debt limit; and

WHEREAS, it has now become necessary to make provision for the preparation, execution, and issuance of said bonds:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That bonds of the Petal Municipal Separate School District of Forrest County, Mississippi, shall be and are hereby authorized and directed to be issued in the principal amount of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000), as authorized at an election held in said District on the 22nd day of November, 1977, to raise money for the purpose of erecting, repairing, equipping, remodeling, and enlarging school buildings and related facilities, including gymnasiums, auditoriums, lunch rooms, vocational training buildings, libraries, school barns, garages for transportation vehicles, and purchasing land therefor, establishing and equipping school athletic fields and necessary facilities connected therewith, and purchasing land therefor, and providing necessary water, light, heating, and sewerage facilities for school buildings and purchasing land therefor. Said bonds shall bear the date of March 1,

1978; shall be of the denomination of Five Thousand (\$5,000) each; shall be numbered from one (1) to Seven Hundred Fifty (750), inclusive; shall bear interest from their date at the rate or rates per annum to be determined pursuant to sale of said bonds, but not exceeding the limit allowed by law, payable March 1, 1979, and semi-annually thereafter on September 1 and March 1 in each year until the principal of said bonds, respectively, shall have been fully paid. Interest on said bonds on and prior to the respective maturity dates thereof shall be payable upon presentation and surrender of appropriate interest coupons to be attached to said bonds. Both principal of and interest on said bonds shall be payable in lawful money of the United States of America at a place to be designated pursuant to the sale of said bonds. The said bonds shall mature in the amounts and at the times as follows, to-wit:

<u>BOND NUMBERS</u>	<u>AMOUNT</u>	<u>MATURITY (March 1)</u>
1 to 16, incl.	\$ 80,000	1979
17 to 32, "	80,000	1980
33 to 49, "	85,000	1981
50 to 67, "	90,000	1982
68 to 86, "	95,000	1983
87 to 116, "	150,000	1984
117 to 146, "	150,000	1985
147 to 176, "	150,000	1986
177 to 206, "	150,000	1987
207 to 236, "	150,000	1988
237 to 268, "	160,000	1989
269 to 300, "	160,000	1990
301 to 332, "	160,000	1991
333 to 364, "	160,000	1992
365 to 396, "	160,000	1993
397 to 430, "	170,000	1994
431 to 464, "	170,000	1995
465 to 498, "	170,000	1996
499 to 532, "	170,000	1997
533 to 566, "	170,000	1998
567 to 602, "	180,000	1999
603 to 638, "	180,000	2000
639 to 674, "	180,000	2001
675 to 710, "	180,000	2002
711 to 750, "	200,000	2003

The right shall be and is hereby reserved unto said District, at its option, to call in, pay, and redeem bonds numbered Two Hundred Thirty-seven (237) to Seven Hundred Fifty (750), inclusive, in the inverse order of their numbers, at par and accrued interest, on

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more than forty-five (45) days prior to the call date. Interest shall cease to accrue on any bond so called for redemption from and after the date set for the redemption thereof, provided that funds be then available for that purpose.

This bond is one of a series of Seven Hundred Fifty (750) bonds, numbered from One (1) to Seven Hundred Fifty (750), inclusive, of like date, tenor, and effect, except as to rate of interest, date of maturity and provision for redemption prior to maturity, as hereinabove set out, aggregating the principal sum of Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000), authorized at an election held in said District on the 22nd day of November 1977, to raise money for the purpose of erecting, repairing, equipping, remodeling, and enlarging school buildings, libraries, school barns, garages for transportation vehicles, and purchasing land therefor, establishing and equipping school athletic fields and necessary facilities connected therewith, and purchasing land therefor, and providing necessary water, light, heating, and sewerage facilities for school buildings, and purchasing land therefor, under authority of the Constitution and Statutes of the State of Mississippi, including, among others, Section 37-59-1, et seq., Mississippi Code 1972 Annotated, and pursuant to resolutions duly adopted and proceedings duly had by the Board of Aldermen for the City of Petal, Forrest County, Mississippi.

It is hereby certified, recited, and represented that all acts, conditions, and things necessary to exist, to happen, and to be performed precedent to and in the issuance of this bond and of the issue of which it is a part, in order to make the same a legal, valid, and binding obligation of said District, do exist, have happened, and have been performed in regular and due time, form, and manner, as required by law; that due provision has been and will be made for the levy and collection annually of a tax upon all taxable property within said District sufficient to pay the principal of and the interest on this bond as the same shall mature and accrue; and that the issuance of the series of bonds of which this bond is one, together with all other indebtedness of said District, does not exceed any limit

imposed by the Constitution and Statutes of the State of Mississippi.

IN TESTIMONY WHEREOF, the Petal Municipal Separate School District of Forrest County, Mississippi, acting by and through the Board of Aldermen of the City of Petal, Mississippi, its governing authority, has caused this bond to be executed by the signature of the Mayor of said City, attested by the Clerk thereof, under the corporate seal of said City, which is hereby adopted as the seal of said District for said purpose, and has caused the annexed interest coupons to be executed by the facsimile signatures of said officers, which said facsimile signatures the said officers, by the execution of this bond, adopt as and for their own proper signatures, and this bond to be dated March 1, 1978.

PETAL MUNICIPAL SEPARATE SCHOOL
DISTRICT OF FORREST COUNTY, MISSISSIPPI

BY _____
Mayor of the City of Petal, Miss-
issippi

attest:

City Clerk of the City of Petal,
Mississippi

(FORM OF INTEREST COUPONS TO BE
ATTACHED TO BONDS NOS.1 to 236,
INCLUSIVE)

NO. _____ \$ _____

March,
On the first day of September, 19____, the Petal Municipal Separate School District of Forrest County, Mississippi, promises to pay to bearer the amount shown on the coupon in lawful money of the United States of America at _____, in the City of _____, State of _____, being interest due that date on its School Bond dated March 1, 1978, and

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numbered _____.

PETAL MUNICIPAL SEPARATE SCHOOL
DISTRICT OF FORREST COUNTY, MISSISSIPPI

BY _____
Mayor of the City of Petal,
Mississippi

attest:

City Clerk of the City of Petal,
Mississippi

(FORM OF INTEREST COUPONS TO BE ATTACHED
TO BONDS NOS. 237 to 750, INCLUSIVE)

NO. _____ \$ _____

On the first day of ^{March,} September, 19____, unless the bond with which
this coupon is identified shall then be redeemable and theretofore
shall have been called for redemption and provision therefor duly made
the Petal Municipal Separate School District of Forrest County, Miss-
issippi, promises to pay to bearer the amount shown on the coupon in
lawful money of the United States of America at _____,
in the City of _____, State of _____, being
interest due that date on its School Bond dated March 1, 1978, and
numbered _____.

PETAL MUNICIPAL SEPARATE SCHOOL
DISTRICT OF FORREST COUNTY, MISSISSIPPI

BY _____
Mayor of the City of Petal,
Mississippi

attest:

City Clerk of the City of Petal,
Mississippi

School District," and shall be used exclusively for the purposes herein required.

SECTION 6. That the bonds herein directed to be issued shall be submitted to validation under the provision of Section 31-31-1 et seq., Mississippi Code 1972 Annotated, and to that end the City Clerk for the City of Petal, Mississippi, is hereby directed to make up a transcript of proceedings relating to said bonds and to forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 7. That, when the said bonds shall have been validated and executed as herein provided, and when they shall have been registered by the City Clerk, as required by law, they shall be delivered to the purchasers thereof upon payment of the purchase price therefor in accordance with the terms of sale and award.

SECTION 8. That all orders, resolutions, or proceedings of this Board of Aldermen in conflict with the provisions of this resolution shall be and are hereby repealed, rescinded, and set aside, insofar as they may so conflict.

Alderman Draughn seconded the motion to adopt the foregoing resolution, and, the question being put to a roll call vote, the result was as follows:

Alderman	<u>Boutwell</u>	VOTED	<u>Aye</u>
Alderman	<u>Campbell</u>	VOTED	<u>Aye</u>
Alderman	<u>Draughn</u>	VOTED	<u>Aye</u>
Alderman	<u>Runnels</u>	VOTED	<u>Aye</u>
Alderman	<u>Russell</u>	VOTED	<u>Aye</u>

The motion having received the affirmative vote of all the Aldermen present, being a lawful quorum, the Mayor declared the motion carried and the resolution adopted, this 7th day of February, 1978.

APPROVED:

Sidney O. Smith
SIDNEY O. SMITH, MAYOR

ATTEST:

Priscilla C. Daniel
Priscilla C. Daniel, City Clerk

FIRST AMENDMENT TO ENGINEERING AGREEMENT

WHEREAS, the City of Petal, State of Mississippi, hereinafter referred to as OWNER, acting through its Board of Aldermen, and represented by its duly authorized Mayor, and Mississippi Gulf South Engineers, Inc., of Biloxi, Mississippi, hereinafter referred to as ENGINEER, entered into an agreement for engineering services dated the 7th day of October, 1974, hereinafter referred to as ENGINEERING AGREEMENT, and;

WHEREAS, the ENGINEERING AGREEMENT, set forth the scope of services, the consideration for such services, and the rights and obligations between the OWNER and the ENGINEER in connection with the construction of the OWNER'S sewerage collection and treatment facilities, hereinafter referred to as the PROJECT, and;

WHEREAS, the OWNER has applied for and received a grant for partial funding from the U. S. Environmental Protection Agency, hereinafter referred to as EPA, and;

WHEREAS, recent Federal Regulations require the incorporating of certain terminology and the establishment of negotiated dollar amounts for purposes of determining Federal grant participation on professional engineering services, and;

WHEREAS, both the OWNER and the ENGINEER recognize their contractual obligations under the ENGINEERING AGREEMENT, and at the same time want to comply with the requirements of EPA to the extent reasonably feasible in order to maximize participation by EPA in the PROJECT without unduly penalizing or imposing additional requirements on the ENGINEER either in

regard to its services rendered or the extent to which compensation for those services is made, and;

WHEREAS, the ENGINEER in an effort to maximize participation by EPA has negotiated an agreed upon COMPENSATION FORMULA for purposes of the procurement package, which COMPENSATION FORMULA contemplates a maximum amount which will not be exceeded without formal amendment, and;

WHEREAS, the OWNER recognizes that a differential may exist between the contracted compensation due the ENGINEER under the ENGINEERING AGREEMENT and the compensation that will be computed pursuant to the COMPENSATION FORMULA as negotiated for purposes of the procurement package required for EPA participation, and that such differential amount computed for the period beginning with the date of the ENGINEERING AGREEMENT to the date of the execution of this agreement (hereinafter referred to as AMENDED ENGINEERING AGREEMENT) will be due and owing by the OWNER to the ENGINEER.

NOW, THEREFORE, in consideration of the premises, the rights and obligations of the parties hereto, and the mutual benefits to be derived, the OWNER and the ENGINEER agree as follows:

ARTICLE 1 - SCOPE OF WORK

The ENGINEER will furnish such additional services as may be required to conduct the Sewer System Evaluation Survey Phase of the PROJECT as set forth in Exhibit "A" attached hereto.

ARTICLE 2 - EXISTING CONTRACTS

The OWNER and the ENGINEER acknowledge and reconfirm their rights and obligations pursuant to the ENGINEERING AGREEMENT.

ARTICLE 3 - ADDITIONAL SERVICES

The ENGINEER, to the extent that it deems reasonably possible, agrees to assist the OWNER in obtaining maximum participation from EPA in the PROJECT and further agrees to assist in the preparation of this AMENDED ENGINEERING AGREEMENT with related documentation and exhibits. The OWNER agrees to compensate the ENGINEER for such additional services pursuant to the provisions of Section 6, Paragraph 6.1.3.1 of the ENGINEERING AGREEMENT, whether or not said additional compensation shall be determined as an "Eligible Cost" for purposes of EPA participation. The OWNER also agrees to compensate the ENGINEER as computed pursuant to the ENGINEERING AGREEMENT and the amount as computed pursuant to the COMPENSATION FORMULA (Exhibit "B") for purposes of the procurement package required for EPA participation from the date of the ENGINEERING AGREEMENT to the date of the execution of this AMENDED ENGINEERING AGREEMENT.

ARTICLE 4 - ACCOUNTING RECORDS

The ENGINEER agrees to maintain accounting records in accordance with 40 CFR 36.937-6(c)(6).

ARTICLE 5 - ENGINEERING SUB-AGREEMENTS

All engineering sub-agreements, if any, shall be awarded in accordance with the Provisions of 40 CFR, Part 35, Subpart E, Section 35.936-12 and 19.

ARTICLE 6 - RIGHT OF ENGINEER TO RENEGOTIATE

Recognizing that, as hereinabove stated, the requirements imposed by EPA relative to the determination of the COMPENSATION FORMULA in connection with the PROJECT may, in the future, be modified, or become less stringent, either by administrative determination, modification to existing regulations, or otherwise, and recognizing further that, in such event certain provisions

contained in the ENGINEERING AGREEMENT, or the AMENDED ENGINEERING AGREEMENT, may, as a result thereof, become appropriate and permit OWNER to secure reimbursement in accordance therewith, in whole or in part, and it is agreed that in any such event, the COMPENSATION FORMULA herein provided shall be adjusted accordingly, however, that in no event shall the ENGINEER ever be entitled to receive compensation in excess of the amount specified in the ENGINEERING AGREEMENT. It is specifically understood and agreed by and between the OWNER and the ENGINEER that the purpose of this Article 6 is never to be deemed to exceed the stated purpose hereof, and that unless the contingencies contemplated by this Article 6 occur, this agreement shall remain binding upon all parties hereto, as to the right of the ENGINEER to obtain compensation from the OWNER for all governmentally eligible work covered hereby.

ARTICLE 7 - NOTICES

All notices required under this AMENDED ENGINEERING AGREEMENT shall be given in writing and delivered personally or by certified mail, postage prepaid, addressed to the party for whom intended to the following addresses or to such other addresses as may be designated by the parties in writing.

City of Petal
City Hall
Petal, Mississippi 39465

Mississippi Gulf South Engineers, Inc.
P. O. Box 174
Biloxi, Mississippi 39533

ARTICLE 8 - SPECIAL PROVISIONS

The OWNER and the ENGINEER agree that this AMENDED ENGINEERING AGREEMENT is subject to the following special provisions which together with the provisions hereof, all exhibits, and the ENGINEERING AGREEMENT,

represent the entire Agreement between the OWNER and the ENGINEER, and may only be altered, amended or modified by a written instrument duly executed by each of the parties hereto.

8.1 - The provisions of Appendix C-1 to 40 CFR, Part 35, Subpart E, are attached hereto and made a part of this Agreement as Exhibit "C" herein.

8.2 - The Federal Regulations listed in Appendix C-1 effective as of the date of this Agreement, are included in Exhibit "D" of this Agreement.

IN WITNESS WHEREOF, the OWNER and the ENGINEER have caused this AMENDED ENGINEERING AGREEMENT to be executed by their duly authorized representatives in multiple counterparts on this 7th day of February, 19 78.

Seal:

CITY OF PETAL
Owner

ATTEST:

By: Sidney O Smith
Sidney O Smith, Mayor

Priscilla C Daniel
Clerk

MISSISSIPPI GULF SOUTH ENGINEERS, INC.
Engineer

By: Lawrence R. Scott
Lawrence R. Scott, President

Lynn Evans
Witness

STATE OF MISSISSIPPI
COUNTY OF FORREST

I, Alfred S. McBride, a Notary Public in
and for said County in said State, hereby certify that Robert Smith
R. Smith and James H. Scott, whose
names as Mayor and Clerk respectively of the City of Petal are signed
to the foregoing AMENDED ENGINEERING AGREEMENT, and who are known to
me, acknowledged before me on this day that, being informed of the con-
tents of the above and foregoing AMENDED ENGINEERING AGREEMENT, they,
as such officers and with full authority, executed the same voluntarily
for and as the act of said City of Petal on the day the same bears date.

Given under my hand and official seal of office this 7th
day of February, 1978.

Alfred S. McBride
Notary Public

My commission expires MY COMMISSION EXPIRES AUGUST 31, 1981

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION	3. STATE APPLICATION IDENTIFIER	4. NUMBER	5. DATE ASSIGNED
1. TYPE OF ACTION <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION <small>(Mark appropriate box)</small> <input type="checkbox"/> NOTIFICATION OF INTENT (Opt.) <input type="checkbox"/> REPORT OF FEDERAL ACTION		6. DATE Year month day 19 78 2 7	7. DATE Year month day 19 78 2 7	8. NUMBER 660418	9. DATE Year month day 19
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name : City of Petal b. Organization Unit : Municipality c. Street/P.O. Box : P. O. Box 564 d. City : Petal e. State : MS f. Contact Person (Name & Telephone No.) : Mayor Sidney O. Smith(601/545-1776)			5. FEDERAL EMPLOYER IDENTIFICATION NO. 6. PRO-GRAM (From Federal Catalog) a. NUMBER : 660418 b. TITLE : Construction Grants for Wastewater Treatment Works		
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT SEWER SYSTEM EVALUATION SURVEY (Inflow Determination Only) as described in the I/I Analysis Report, City of Petal.			8. TYPE OF APPLICANT/RECIPIENT A-State B-Interstate C-Substate D-District E-County F-City G-School District H-Community Action Agency I-Higher Educational Institution J-Indian Tribe K-Other (Specify): Enter appropriate letter <input type="checkbox"/> E		
10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.) City of Petal		11. ESTIMATED NUMBER OF PERSONS BENEFITING 8,660		12. TYPE OF APPLICATION A-New B-Renewal C-Revision D-Continuation E-Augmentation Enter appropriate letter <input type="checkbox"/> C	
13. PROPOSED FUNDING a. FEDERAL \$ 642,137.00 b. APPLICANT 214,045.00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$ 856,182.00		14. CONGRESSIONAL DISTRICTS OF: a. APPLICANT 5 b. PROJECT 5		15. TYPE OF CHANGE (For 13c or 13e) A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation F-Other (Specify): Enter appropriate letter(s) <input type="checkbox"/> A <input type="checkbox"/>	
16. PROJECT START DATE Year month day 19 78 4 1		17. PROJECT DURATION 3 Months		18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY Year month day 19 78 2 7	
19. EXISTING FEDERAL IDENTIFICATION NUMBER C280376			20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code) E.P.A., Atlanta, GA 30308		
21. REMARKS ADDED <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			22. THE APPLICANT CERTIFIES THAT a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurance if the assistance is approved. b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached: (1) State Clearinghouse <input type="checkbox"/> <input type="checkbox"/> (2) Regional Clearinghouse <input type="checkbox"/> <input type="checkbox"/> (3) <input type="checkbox"/> <input type="checkbox"/>		
23. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE A.L. Gerrard, Jr., Mayor City of Hattiesburg		24. SIGNATURE 		25. DATE SIGNED Year month day 19 78 2 7	
26. AGENCY NAME			27. AGENCY UNIT		
28. ORGANIZATIONAL UNIT			29. ADMINISTRATIVE OFFICE		
30. ADDRESS			31. FEDERAL GRANT IDENTIFICATION		
32. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. DEFERRED <input type="checkbox"/> e. WITHDRAWN		33. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		34. ACTION DATE Year month day 19	
35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)			36. STARTING DATE Year month day 19		
37. ENDING DATE Year month day 19			38. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No		
39. FEDERAL AGENCY A-95 ACTION a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made.			40. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)		

SCOPE OF WORKEVALUATION SURVEY PLANA. Introduction

This survey will consist of a complete examination of each sewer system to determine detail information concerning sources of inflow and rehabilitation cost of the determined inflow problem.

B. General

1. All basic background information collected for the analysis shall also be used for the evaluation.
2. Data compilation forms will be developed in order to record all pertinent information collected in the evaluation.
3. The evaluation survey shall include the following basic tasks:
 - a. Physical Survey
 - b. Smoke Testing and Inspection
 - c. Flow Monitoring
 - d. Pump Station Analysis
 - e. Preparatory Cleaning
 - f. Internal Inspection
 - g. Project Coordination and Report

C. Evaluation Survey1. Physical Survey

Due to the fact that accurate record drawings are unavailable and inaccurate for some of the existing system, additional field work will be necessary. This field work will consist of checking areas in which record drawings are not in compliance

with the existing system, verifying location, ring elevations and distances between manholes. This information will then be used to correct the sewer base map for further use in the Evaluation Survey.

2. Smoke Testing and Inspection

It should be noted that these tasks will be performed by one crew.

a. Smoke Testing

This task will include the simultaneous testing of mains, laterals and house services.

Smoke testing will be conducted under dry weather conditions and when the lines are flowing less than one-half full.

Each line smoked will be plugged and a blower will be employed to produce enough pressure in the line to force smoke into all sections for leak determination. All smoke emissions will be recorded on an appropriate form and polaroid pictures taken to identify major points such as house roof and storm drain connections.

b. Above Ground Inspection

This task will consist of the inspection of the study area by trained personnel to observe potential problem areas such as waterways, stream crossings, natural ponding areas, cave-ins above sewer lines, etc. All potential problems will be noted for a more thorough investigation.

c. Manhole and Sewer Line Inspection

This task shall include the physical inspection of every manhole within the study area. Each manhole, other than those located on laterals, will be inspected visually from within the manhole itself. Those located on laterals which are very shallow will usually be inspected from ground level.

All sewer lines will be inspected for condition and flow. The condition of each manhole, pipe size, type, invert and flow will be noted at this time. When suspected faults exist, they will be recorded and lamped to determine the probable fault.

d. Lamping

This task will consist of utilizing a seal beam lamp placed at the end of a manhole reach and viewed from the next manhole. Only when excessive flows, deteriorated pipe or obstructions are suspected will lines be lamped.

3. Flow Monitoring

The study area will be subdivided in such a way to allow for a precise measurement of flows caused by a significant rain event. This information will then be utilized to determine cost effectiveness of rehabilitation for inflow reduction in critical areas. Then it will form a basis for confirmation of actual inflow reduction following rehabilitation.

4. Pump Station Analysis

The capacity of each pump station will be determined by the development of pumping characteristic curves. The pumping curves will consist of a head versus discharge rate graph. Additional relationships will also be developed and conditions noted for complete analysis of stations.

All force main discharge points will be field checked, verified and located on the sewer map. This task is necessary for determining the flow pattern of all study areas.

This pumping calibration will be used when surcharging occurs in the system due to the inability of the pump stations to handle the flow, therefore, the actual station capacity is necessary to determine a realistic system flow.

5. Preparatory Cleaning

The third phase of the Evaluation Survey will be the preparatory cleaning of selected sewer lines to provide for unobstructed internal inspection. The selection of sewer sections for internal inspection is determined by analysis of the data from the physical survey and rainfall simulation phases. Selected sewer sections should have obvious potential for excessive infiltration/inflow and warrant the necessary preparatory cleaning and, consequently, internal inspection. Records shall be made of the length of line to be viewed and character of obstructing material removed.

6. Internal Inspection

The specific location, condition, estimated flow rate, and cost of rehabilitation for each source of infiltration/inflow will be defined for the selected sections. The sources of service connection flows will be identified and an estimated flow rate will be determined for each infiltration/inflow source.

Internal inspection for infiltration conditions is normally conducted during periods of maximum groundwater levels. The method used for internal inspection of sewer sections will be the best and most cost-effective method of obtaining the necessary information. Closed circuit television inspection with permanent record producing equipment will be the method used for this type of inspection.

A descriptive record of all structural defects, service connections, abnormal conditions and other pertinent observations will be assessed at inspection, and location with extent and remedial suggestions recorded.

7. Project Coordination and Report

a. Project Coordination

Complete supervision and engineering coordination will be conducted throughout the Evaluation Survey in order to obtain maximum value of each individual task as it relates

to the other tasks and the final conclusions and recommendations. Data obtained from each field crew will be daily evaluated, recorded and compiled/programmed by the technical staff for use in the final report. Constant communication and coordination with the Owner will also be maintained in order to facilitate an ongoing rehabilitation/maintenance program for optimum system operation.

b. Report

The compilation of the evaluation data will be presented in report form with a proposed rehabilitation program to eliminate all defined excessive inflow.

The survey results, considering faults and remedial action and costs, shall be presented in tabular form for each pipe run and then summarized for each sub-area and totalled for the complete system using the following format. Line headings shall be the number of faults, possible method of remedy and cost. Column headings will be as shown below.

Inflow:

- (1) Manhole rings and covers
- (2) Illegal discharge
- (3) Service lines
- (4) Broken pipe
- (5) Surface drain
- (6) Cross connection
- (7) Other

Rehabilitation cost-analysis for a defined inflow source will be based on rate of flow, cost of transportation and treatment, and cost of rehabilitation.

The rehabilitation program will be summarized and a proposed rehabilitation plan recommended.

EXHIBIT B
COMPENSATION FORMULA

PART I - Fixed Amount

Total = \$18,339.00

This amount shall include the total scope of work as previously described in the AMENDED ENGINEERING AGREEMENT with the exception of that effort associated with the Unit Cost Indefinite Quality work detailed in Part II of this Compensation Formula.

PART II - Unit Cost Indefinite Quantity

Total = \$57,391.00

The unit costs for each task are indicated in Attachment I of Exhibit "B." The quantities for each item shown shall be considered to be the maximum quantities allowed except as noted below.

Neither the total price ceiling nor the maximum quantities of Part II shall be exceeded except as authorized in writing by the OWNER.

TOTAL CONTRACT PRICE (as defined by the Compensation Formula) = \$75,730.00

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS				Form Approved OMB No. 158-R0144	
(See accompanying instructions before completing this form)					
PART I - GENERAL					
1. GRANTEE CITY OF HATTIESBURG, MISSISSIPPI				2. GRANT NUMBER C280376	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR MISSISSIPPI GULF SOUTH ENGINEERS, INC.				4. DATE OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) P. O. Box 174 Biloxi, Mississippi 39533			6. TYPE OF SERVICE TO BE FURNISHED Engineering Services - Sewer System Evaluation Survey Phase (201 Facility Plan) For Petal, Mississippi		
PART II - COST SUMMARY					
7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS	
E. VIII - Chief Engineer	44	\$14.08	\$ 619.52		
E. III - Project Engineer	280	8.95	2,506.00		
ET III - Graphics	50	4.46	223.00		
ET III - Engineering Tech.	440	4.46	1,962.40		
ET II - Engineering Tech.	120	3.96	475.20		
A VI - Clerical	120	4.52	542.40		
DIRECT LABOR TOTAL:				\$ 6,328.52	
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	* BASE =	ESTIMATED COST		
Salary Related	.176	\$6,328.52	\$ 1,113.82		
Overhead	1.043	7,442.34	7,762.36		
INDIRECT COSTS TOTAL:				\$ 8,876.18	
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) TRANSPORTATION			\$		
(2) PER DIEM 6/day Project Engineer @ \$25/day			\$ 150.00		
TRAVEL SUBTOTAL:			\$ 150.00		
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			QTY	COST	ESTIMATED COST
Report Reproduction Costs			LS	\$ 400.00	\$
EQUIPMENT SUBTOTAL:					400.00
c. SUBCONTRACTS			ESTIMATED COST		
SUBCONTRACTS SUBTOTAL:					\$ -0-
d. OTHER (Specify categories)			ESTIMATED COST		
Unit Cost Items (See Attachment #1)					\$57,391.00
OTHER SUBTOTAL:					\$57,391.00
e. OTHER DIRECT COSTS TOTAL:					\$ 57,941.00
10. TOTAL ESTIMATED COST				\$ 73,145.70	
11. PROFIT				\$ 2,584.30	
12. TOTAL PRICE				\$ 75,730.00	

ATTACHMENT #1UNIT COSTS

<u>Item</u>	<u>Task</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
I	Physical Survey	Manhole	350	\$ 24.20	\$ 8,470.00
II	Smoke Testing	Linear Ft.	105,000	0.119	12,495.00
III	Lamping	Linear Ft.	11,000	0.049	539.00
IV	Pump Station Analysis	Each	3	959.00	2,877.00
V	Flow Monitoring	Meter/Da	120	36.75	4,410.00
VI	Preparatory Clearing	Linear Ft.	11,000	1.23	13,530.00
VII	Internal Inspection	Linear Ft.	11,000	1.37	<u>15,070.00</u>
TOTAL:					\$57,391.00

=====

PROFIT RECOMMENDATIONS

<u>Category</u>	<u>%</u>	<u>Negotiation Objective</u>	<u>Profit</u>	<u>Computed Rate</u>
Engineer Labor	12%	\$ 6,328.52	\$ 759.42	
Overhead	8%	8,876.18	710.09	
Other Direct Costs	2%	150.00	3.00	
	2%	<u>400.00</u>	<u>8.00</u>	
		\$15,754.70	\$1,480.51	9.40%
Cost Risk				5.0%
Performance				<u>2.0%</u>
				16.40%

Thereupon, Alderman Russell made a motion to adopt the foregoing resolution. 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 the following letter from Shows & Dearman, City Engineers, concerning the condition of the aerator at Plant "A". The letter read as follows, to-wit:

SHOWS & DEARMAN/Consulting Engineers/Hattiesburg, Ms 39401

February 7, 1978

Mayor and Board of Aldermen
City of Petal
Petal, Mississippi 39465

Gentlemen:

Due to the condition of the aerator at Plant "A" it will be necessary to negotiate a price for the replacement of the aerator as soon as possible in order to provide the City of Petal with sufficient water.

If this plant is out of operation the water supply will be limited for domestic use and not sufficient for fire protection. The replacement of the aerator will probably take four to five weeks after negotiations have been completed, thereby creating an emergency for the repairs to Plant "A".

Yours truly,

SHOWS & DEARMAN , CITY ENGINEERS

/S/ Paul J. Shows
Paul J. Shows

* * * * *

Thereupon, Alderman Boutwell made a motion to adopt the following order accepting Environmental Construction Corporation's bid of \$14,542.00.

O R D E R

Whereas, the City of Petal, Mississippi, by and through it's municipal engineers does find and determine that an aerator at Plant "A" of the water system of the City of Petal is out of operation, the Mayor and Board of Aldermen of the City of Petal, Mississippi, do find that an emergency exists in while that the plant is out of operation, the water supply will be limited for domestic use and not sufficient for fire protection; that an itemized statement of the work to be done and the required equipment and supplies to be furnished has been submitted to the following reputable concerns licensed to do business in the State of Mississippi, for the work, equipment, or supplies sought, to-wit:

- H. R. MORGAN, INC.
- GRINER DRILLING SERVICES
- ENVIRONMENTAL CONSTRUCTION
- BLAIN CENTRAL

That bids were received from the following:

- H. R. MORGAN - \$22,911.00
- GRINER DRILLING - \$22,166.00
- ENVIRONMENTAL CONSTRUCTION - \$14,542.00

The Board of Aldermen do hereby find that the lowest and best bid was that presented by Environmental Construction Corporation and do hereby authorize the Mayor of the City of Petal to enter into a contract with Environmental Construction Corporation for the purchase of the aerator having found such emergency to exist.

Alderman Runnels seconded the motion.

Those present and voting "AYE":

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

Those present and voting "NAY":

None

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, on this the 7th day of February, A. D., 1978.

* * * * *

Whereas, Mayor Smith stated that the next item on the agenda was the appointment of the school board member.

Thereupon, Alderman Russell made a motion to enter into an executive session. 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
- Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Thereupon, Alderman Draughn made a motion to adjourn the executive session. 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, Mayor Smith asked for nominations for the school board member to be appointed by the Board of Aldermen.

Thereupon, Alderman Runnels made a motion nominating Kay Jenkins. Alderman Draughn seconded the motion.

Those present and voting "AYE":

- Alderman W. H. Campbell
- Alderman George B. Draughn
- Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Those present and abstaining:

None

Thereupon, Alderman Boutwell made a motion nominating Miriam Clearman.

Alderman Russell seconded the motion.

Those present and voting "AYE":

Alderman W. E. Boutwell
Alderman Robert Russell

Those present and voting "NAY":

None

Those present and abstaining:

None

Thereupon, Kay Jenkins was appointed to the board of the Petal Municipal Separate School District with added territory, for a five year term, beginning March 1, 1978, by order of the Board of Aldermen of the City of Petal. The order read as follows, to-wit:

O R D E R

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, due to the expiration of the term of Charles Lyles on the Petal Municipal Separate School District School Board, deem it necessary to appoint a successor.

IT IS THEREFORE ORDERED that Kay Jenkins be, and is hereby appointed as Trustee for the Petal Municipal Separate School District with added territory, to serve a five-year term from March 4, 1978, to March 5, 1983.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, on this the 7th day of February, A. D., 1978.

* * * * *

Whereas, Mayor Smith presented the following Proofs of Publication to the Board.

PROOFS OF PUBLICATION - (1) Construction Materials for
Tool and Equipment Shed
(2) Printing, Office, Janitorial Supplies
(3) Ordinance 1978 (40)

Thereupon, Alderman Draughn made a motion that the Proofs of Publication be accepted and filed. Alderman Campbell seconded the motion.

Those present and voting "AYE":

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

Those present and voting "NAY":

None

Whereas, the hour of 7:30 P. M. having arrived, the Mayor and Board of Aldermen proceeded to open and publicly read the sealed bids for construction material for the tool and equipment shed. The bids read as follows, to-wit:

RIGHTON TIE & TIMBER COMPANY/P.O. Box 606/Petal, Ms 39465

February 7, 1978

City of Petal
Petal, Mississippi

Gentlemen:

We appreciate the opportunity to submit the attached bid.

Yours truly,

RIGHTON TIE AND TIMBER COMPANY

/s/ Joel Thoms

Joel Thoms
Sales Manager

SPECIFICATIONS FOR CONSTRUCTION
MATERIALS

Tool and Equipment Shed

20 Bar Joyces - 28' long

6 Post Steel (12'x4")

1 I Beam - 76' Long

1 3' Door and Unit (Steel)

80 Pieces Tin 12'

40 Pieces Tin 10'

1 12' door

2165' - 2"X4"

132' - 2"X8"

41 yds. Concrete

3 Rolls Wire

250' Electric Wire (12-2)

3 Switch Boxes

9 Light Boxes

9 Lights

1 Load Sand (6 yds)

54 Bags Mortar Mix

WASH BAY:

14'x 28' Slab

24" x 4' Pit 3' deep

4" Cast Iron Drain

1" Water Supply

Electric Power 5H.P Air Compressor

1445.00 4228.00

176.00 80.00

94.50

MACK'S READY-MIX CONCRETE/P. O. Box 1484/Hattiesburg, Ms 39401

February 7, 1978

The Honorable Mayor and Aldermen
City of Petal
Petal, Mississippi

Gentlemen:

We take this opportunity to quote you on your needs for concrete for your tool and equipment shed:

49 yards Class "B" (6 sack) Ready-mix concrete
at \$30.00 per cubic yard - Total \$1470.00

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

Very truly yours,

Mack's Ready-Mixed Concrete Co.
V. S. McMullan, President

* * * * *

Thereupon, Alderman Runnels stated that due to the fact that only partial bids were received, he would like to make a motion to have Homer Joe Pearce, Superintendent of Highways & Streets, to get three quotations on each item. Alderman Draughn seconded the motion.

Those present and voting "AYE":

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

Those present and voting "NAY":

None

Whereas, Thomas W. Tyner, City Attorney, presented the following licensing agreement proposal with G. E. Cablevision to the Board. Mr. Tyner stated that a public hearing would be necessary. The notice and proposal read as follows, to-wit:

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PUBLIC NOTICE TO THE CITIZENS, TAXPAYERS
AND OTHER INTERESTED PERSONS OF THE CITY OF PETAL

You are hereby notified, advised, and invited to attend a public meeting to be held at the Petal High School Auditorium on Thursday, February 16, 1978, at 7:30 P. M., to ask questions and to obtain information from officials of the City of Petal and General Electric Cablevision Corporation concerning a proposed agreement between the City of Petal, Mississippi, and General Electric Cablevision Corporation, the terms of which are as follows:

SECTION I. TITLE AND FINDINGS OF FACT

This agreement shall be known and cited as the Cable Television and Audio Communications Services Agreement. The Mayor and Board of Aldermen of the City hereby finds:

- a. The technical ability, financial condition and character of General Electric Cablevision Corporation have been considered at a public hearing held upon due notice and are hereby approved.
- b. The plans of General Electric Cablevision Corporation for maintaining and operating a cable television system have been considered at a public hearing held upon due notice are found to be adequate and feasible and are hereby approved.

SECTION II. GRANT

In consideration of the faithful performance and observance of the conditions and reservations hereinafter set forth, there is hereby granted to General Electric Cablevision Corporation, its successors, assigns or designees, the right to erect, install, construct, reconstruct, replace, remove, repair, maintain and operate in or upon, under, above, across and from the streets, avenues, highways, sidewalks, bridges and other public ways, easements, rights of way and lands, as now existing and all extensions thereof and additions thereto, in the City of Petal, Forrest County, Mississippi, including the right to use and employ all equipment, facilities, appurtenances and apparatus of any nature, for the purpose of receiving, amplifying, transmitting and distributing by studios, cameras, projectors, recorders, antennas, transmitters, microwaves, wires, cables, coaxial cables, wave guides and cables, of television, radio, electrical and electronic energy, pictures, sounds, signals, impulses and communications, uni-directional and multi-directional of every

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nature and description, audio and video, embracing any and all of the frequencies of the electromagnetic spectrum and to otherwise engage in the business, services and activities generally known as and practiced now and in the future by cable television and audio communications services, in accordance with the laws of the United States of America, the State of Mississippi.

The license granted herein is non-exclusive. The City reserves the right to adopt, in addition to the provisions contained herein, such additional regulations as it shall find necessary in the exercise of its police power; provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this agreement.

SECTION III. DURATION

The license and rights herein shall take effect and be in force from and after the passage and approval of this Ordinance, as required by law, and shall continue in force and effect for a term of fifteen (15) years after passage and approval of this Ordinance.

The Company shall not abandon any service or any portion thereof without the written consent of the City. The right to use and occupy the said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant a similar use of said streets, alleys, public ways and places, to any person at any time during the period of this agreement.

SECTION IV. PAYMENT

A. In consideration of the terms hereof, the Company shall pay to the City, annually on January 1, and be payable within thirty (30) days after due date, a 3% fee based on gross subscriber revenues received for cable television operations in the service area during the preceding period. No other fee, charge or consideration shall be imposed.

Such payment shall be deemed compensation for services rendered, supervision and inspection of equipment and facilities, and for other expenses relating to the installation and operation of this system on the part of the City as provided in this agreement.

B. The Company shall have authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Company to exercise its rights and perform its obligations under this Ordinance,

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and to assure uninterrupted service to each and all of its customers, provided, however, that such rules, regulations, terms and conditions shall not conflict with the provisions hereof. Copies of such rules, regulations, terms and conditions adopted by the Company shall be available for inspection at its local office and shall be filed with the City Clerk.

SECTION V. INSPECTION OF RECORDS

The City shall have access at all reasonable times to all of the Company's books and records pertaining to the gross subscriber revenues of the Company from sources within the service area. The Company shall file with the City an annual report showing gross subscriber revenues received by it from its operations within the service area.

SECTION VI. INSTALLATION AND MAINTENANCE OF EQUIPMENT

The Company's plant and equipment, including the distribution system towers, structures, poles, wires and appurtenances, shall be installed with materials of good and durable quality and all work involved in construction, installation, maintenance and repair of the cable system shall be performed in a safe, thorough and reliable manner. The Company agrees that all cable and wires used in connection with the proposed installations will be affixed to the said poles at least sixteen (16) feet above the ground and will be spaced at least forty (40) inches distant to all power lines attached to said poles.

The Company agrees to erect and maintain said cable and wires pursuant to and in accordance with the provisions of any and all rules and regulations of the City, relating to electrical wire, telephone wires and cables, which are reasonable and which now are, or hereinafter may be, duly adopted by the City.

The Company agrees to conform to all orders, rules and regulations of any and all municipal, state or federal departments, boards, commissions and agencies, now existing or hereafter created, affecting said installations, and will, at its own expense and cost, promptly execute and comply with all laws, rules and regulations and ordinances in force or hereafter enacted, which will affect the erection of poles and the stringing of wires and cable over, on and along the streets, roadways, sidewalks or alleys in said service area, and involving and including all structural alterations, changes or additions of whatever

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size and description.

The Company shall procure such permits as are required by law from Federal or State regulatory bodies.

The Company does hereby agree that at the expiration of the term of this agreement, it will surrender such premises which do belong to the City in as good condition as now existing, with the proper allowance and exception for the ordinary and necessary wear and tear, and the Company will remove any poles which it may erect in the service area.

The Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places in the service area so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company, all trimming to be done after notification to the City and at the expense of the Company. However, said authority shall not be construed in any manner whatsoever to relieve the City of any of its obligations relative to trimming of trees.

There is hereby granted the further right, privilege and authority to the Company to lease, rent or in any other manner obtain the use of towers, poles, lines, cables and other equipment and facilities from any and all holders of public licenses and franchises within the service area, including the South Central Bell Telephone Company, the Mississippi Power Company, and the Dixie Electric Power Association and to use such towers, poles, lines, cables and other equipment and facilities, subject to all existing and future ordinances, local laws and regulations of the City. The Company shall have the right to erect, install and maintain its own towers, poles, guys, anchors, lines, cables and ducts as may be necessary for the proper construction and maintenance of the cable system, including the right to extend lines and cables to and from other municipalities served by the Company's cable television system provided that poles placed on the City's properties shall first have their location approved by the City. Such approval shall not be unreasonably withheld. The Company's distribution system shall be constructed and maintained underground wherever all public utility facilities are underground and whenever hereafter all such facilities are placed underground, the Company will remove its cable from poles and place the same underground.

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SECTION VII. SUBSCRIBER COMPLAINTS

The Company shall provide notice to each subscriber, at the time of original subscription and at intervals of not more than one year, of the procedure for reporting and resolving subscriber complaints.

SECTION VIII. LIABILITY

The Company shall indemnify the City for, and hold it harmless from, all liability, damage, cost or expense, including but not limited to, attorneys fees, arising from claims of injury to persons or damage to property, which may arise out of or be caused by the erection, construction, replacement, removal, maintenance and operations of the Company's community antenna television and audio communications service, and resulting from or by any negligence, fault or misconduct on the part of the Company, its agents, officers, servants and employees. Any property of City damaged or destroyed in connection with the construction or operation of the cable system shall be promptly repaired or replaced by the Company and restored to serviceable condition.

The Company shall carry a general comprehensive liability insurance policy with the following limits:

Bodily injury, including death	- \$500,000 for any one person and \$1,000,000 for any one accident
Property damage	- \$500,000
Contractual liability	- \$500,000

In addition Company shall carry Workmen's Compensation insurance as provided by the laws of Mississippi.

The Company shall furnish to City a certificate of such insurance indicating that said insurance may only be cancelled upon 30 days notice in writing to the City.

SECTION IX: REVOCATION

If the Company shall fail to comply with any of the provisions of this agreement, or default in any of its obligations hereunder, except for causes beyond the reasonable control of the Company, the City shall have the right to cancel this agreement, if, after sixty (60) days written notice, such failure or default has not been corrected, and thereafter all rights of the Company hereunder and this agreement shall become null and void, without further liability

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on the part of the Company. In the event the Company shall be adjudged bankrupt or placed in receivership, the City may declare the rights herein granted forfeited and terminated.

SECTION X. IMPLEMENTATION OF SERVICE

A. The Company shall provide a cable television system which will conform to the technical standards specified in the Federal Communications Commission Rules and Regulations. The Company shall extend, within one year of the granting of all authorizations for that area, energized cable passing in front of the homes of residents of that area provided that the area contains a minimum density of forty (40) homes per mile from the end of existing plant.

B. Any installation other than at the standards of density above mentioned or contained in this section shall be at a special construction and maintenance cost. Any subscriber wishing an estimate of service for the special construction shall make such request known in writing to General Electric Cablevision Corporation and General Electric Cablevision Corporation shall provide an estimate in writing within thirty (30) days of receipt of said request. Said estimate shall specify the amount to be charged for labor, materials and specify circumstances necessitating such costs.

C. Notwithstanding the service extension requirements as indicated in Section X (A) and (B) above, General Electric Cablevision Corporation shall extend service to additional areas covered by this license provided economically and technically feasible. Prospective subscribers in areas of marginal linear density may negotiate with General Electric Cablevision Corporation for an equitable sharing of costs to extend the Cable TV System into said marginal areas. Such negotiations may include but not be limited to, various levels of construction costs, profitability, rate of return, installation fee, and monthly subscription fee. At a minimum, General Electric Cablevision Corporation shall provide 132 feet of trunk, which is the number of feet of trunk which would be provided at a density of 40 homes per mile, and/or feeder cable per subscriber at no cost

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beyond the current basic subscriber rates. Details for negotiating and implementing the extension of the System into such marginal areas shall be arranged between the City and General Electric Cablevision Corporation. Prospective subscribers may create other forms of legal organizations to design and construct cable TV extension systems in their area. Nothing herein shall prohibit General Electric Cablevision Corporation from assisting such organizations, by making financial and technical advise and bulk purchasing power available to the greatest extent possible. Upon agreement as provided herein General Electric Cablevision Corporation shall permit or perform the connection of the extension system to its plant, and shall in no way delay or prohibit such connection. Upon agreement as provided herein, should technical problems develop, General Electric Cablevision Corporation shall cooperate with the system extension owners to correct the problems. The rates, charges and fees for plans and service provided in this paragraph shall be determined at special negotiation sessions.

SECTION XI: SERVICE FARE

The Company will deliver the following television channels to Petal subscribers:

<u>STATION NAME</u>	<u>LOCATION</u>	<u>NETWORK AFFILIATION</u>
WLOX	Biloxi, Ms	ABC
WLBT	Jackson, Ms	NBC
WDAM	Hattiesburg, Ms	NBC
WKRK	Mobile, Al	CBS
WMAH	McHenry, Ms	PBS
WTOK	Meridian, Ms	CBS
WJTV	Jackson, Ms	CBS

In addition to the above channels, the system will offer the following:

- * A 24-hour weather/message channel, showing local area time, temperature, wind direction and velocity, barometric pressure and local messages of community interest. This channel is also available for public and government access, as well as late night import of WWL (Channel 4), New Orleans.
- * A wire service channel providing financial and sports news on a 24-hour basis.
- * A wire service channel providing general news on a 24-hour basis.
- * An educational assess channel featuring programming originating from University of Southern Mississippi studio facilities.

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The Company may, at its discretion, add or substitute other stations and services when legally and technically feasible.

The Company shall furnish, without charge, one connection for service to each public and parochial school and shall furnish, without charge, monthly service thereafter while this agreement remains in effect.

SECTION XII: FCC RULES

Any change in Federal Communications Commission rules consistent with the Requirement of FCC Rule 76.31 (a) (b), any modification of Rule 76.31 resulting from an amendment thereto by the FCC Shall to the extent applicable, be considered as a part of this agreement as of the effective date of the amendment made by the FCC and shall be incorporated into this agreement by specific amendments hereto by the lawful action of the City within one (1) year of the effective date of the FCC amendments or the time of any renewal of this agreement, whichever occurs first.

SECTION XIII: DISCRIMINATION

The company will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges or employment because of age, race, creed, color, national origin or sex.

SECTION XIV: ADMINISTRATION

The Mayor of the City of Petal, or a person duly authorized by such mayor, shall be responsible for the continuing administration of this Ordinance, and the City Clerk of the City of Petal is designated for the receiving of unresolved subscriber complaints.

SECTION XV: OPERATING AUTHORIZATIONS

The Company shall file requests for all necessary operating authorizations with the Federal Communications Commission within sixty (60) days from the date of this agreement.

SECTION XVI: ASSIGNMENT

The Company agrees that it will not assign this agreement, nor the rights, licenses and privileges herein granted except by an assignment in writing approved by the City, but the City

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agrees that it will not unreasonably withhold such consent and approval.

This agreement shall be binding upon the successors and assigns of the parties hereto.

SECTION XVII: SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this agreement is for any reason held invalid or unconstitutional, by any court or regulatory agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof and they shall remain in full force and effect.

AGREEMENT

This notice is published pursuant to authority granted by the Mayor and Board of Aldermen of the City of Petal, at a regular meeting held and conducted on February 7, 1978.

CITY OF PETAL

BY: 
Priscilla C. Daniel, City Clerk

Thereupon, Alderman Draughn made a motion to give the City Clerk permission to advertise the Notice of Public hearing, and to set the date of hearing on February 16, 1978, at the high school auditorium. 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, City Attorney, Thomas W. Tyner, requested the permission of the Board to offer to represent, at no charge, Richard Seal in litigation brought against him by Eddie Loper.

Thereupon, the Board unanimously agreed that due to the fact that Mr. Seals was acting in the line of duty, and since the bond obtained by the City was not adequate, the City was obligated to offer representation to Mr. Seals.

Whereas, Mayor Smith stated that the City is not insured against burglary or damages to the building incurred during the burglary.

Thereupon, Alderman Draughn made a motion to give Mayor Smith permission to obtain quotations on the Broad Form Insurance. 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 Draughn stated that the City Clerk is attending the certification program and since this will involve three years, he would like to make a motion to give the City Clerk permission to attend these sessions without having to bring this before the Board each time, and to authorize the tuition and expenses incurred at these sessions. 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
Alderman Bobby W. Runnels

Those present and voting "NAY":

None

Whereas, Alderman Draughn stated that the water department had been receiving an informative publication titled Water and Sewerage Works, and the subscription is due.

Thereupon, Alderman Runnels made a motion to purchase this subscription at \$24.00 for three years for the water department. 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
Alderman Bobby W. Runnels

Those present and voting "NAY":

A-5595 SPECIALTY-TRC, INC.

Whereas, Alderman Draughn stated that the water department is in need of a pump to use in repair of the water and sewer lines.

Thereupon, Alderman Boutwell made a motion to give Alderman Draughn and Homer Joe Pearce permission to obtain quotations on the pump for the water department, and to purchase the pump at the lowest bid. 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 Draughn stated that Mr. Jim Gladden, planning and zoning consultant for the City of Petal, would like to meet Thursday night, February 9, 1978, with the planning committee.

Thereupon, Alderman Runnels made a motion to adopt the following order appointing the members of the planning and zoning committee. The order read as follows, to-wit:

O R D E R

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, deem it necessary to appoint a Planning & Zoning Committee to work with Jim Gladden Planning and Zoning Consultant.

IT IS THEREFORE ORDERED that the following citizens are hereby appointed as the Planning & Zoning Commission for the City of Petal, to serve from February 7, 1978, until further orders of the Mayor and Board of Aldermen of the City of Petal, Mississippi.

- W. A. AMASON
- W. G. BARLOW
- JOHN BASS
- TOMMY CROSS
- JACK FORTE
- DANIEL YEAGER
- BILLY LEE
- CLARICE SALINAS
- JIM SMITH
- MIKE VAIL

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, on this the 7th day of February, A. D., 1978.

Alderman Campbell seconded the motion.

Those present and voting "AYE":

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

Those present and voting "NAY":

None

Whereas, Mayor Smith presented claims numbers 3139 through 3206 for the City of Petal to the Board.

Thereupon, Alderman Boutwell made a motion to pay claims numbers 3139

through 3206 with the exception of claim number 3190 for Ryan Motors and an item on claim number 3206 for the generator from American LaFrance. Alderman Campbell seconded the motion.

Those present and voting "AYE":

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

Those present and voting "NAY":

None

Whereas, Mayor Smith presented claims numbers 119-A through 139-A for the Operating and Maintenance fund of the City of Petal Water Department to the Board.

Thereupon, Alderman Draughn made a motion to pay claims numbers 119-A through 139-A rejecting claim number 135-A for Nordan's Supply. 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 34-B and 35-B for the Repair and Extension fund of the City of Petal Water Department to the Board.

Thereupon, Alderman Draughn made a motion to pay claims numbers 34-B and 35-B for the Repair and Extension fund of the Water Department.

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 read the following order appointing Lonnie Stewart as dispatcher for the police department. The order read as follows, to-wit:

Whereas, the Mayor and Board of Aldermen of the City of Petal, Mississippi, deem it necessary to hire a dispatcher due to the promotion of David Hamm.

IT IS THEREFORE ORDERED that Lonnie Stewart be and he is hereby appointed as dispatcher at a rate of \$2.65 per hour for the City of Petal Police Department to serve from December 16, 1977, until further orders of the Mayor and Board of Aldermen of the City of Petal, Mississippi.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, on this the 7th day of February, A. D., 1978.

* * * * *

Thereupon, Alderman Boutwell made a motion to adopt the foregoing order. Alderman Campbell seconded the motion.

Those present and voting "AYE":

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

Those present and voting "NAY":

None

Whereas, Mayor Smith stated that the fire department has requested the wishes of the Board concerning the furnishing of the firemen with a new uniform each year after the initial purchase of three.

Thereupon, Alderman Runnels made a motion to increase the fireman's clothing allowance to \$25.00 a month, effective March 1, 1978, which would cover the cost of cleaning and replacing uniforms. 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, Mayor Smith presented a travel voucher from Chief Morrow for expenses incurred while transporting a victim to make identification.

Thereupon, Alderman Boutwell made a motion to reimburse Chief Morrow for these 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

Thereupon, Alderman Russell made a motion to adjourn. Alderman Campbell seconded the motion.

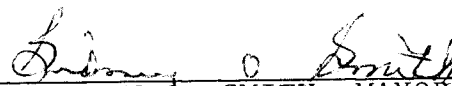
Those present and voting "AYE":

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

There being no further business, the regular meeting of the Mayor and Board of Aldermen was ordered adjourned on this the 7th day of February, A. D., 1978.



SIDNEY J. SMITH, MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL, CITY CLERK