

## MINUTES — Petal, Mississippi

BE IT REMEMBERED that there was begun and held a regular meeting of the Mayor and Board of Aldermen of the City of Petal, on Tuesday, June 5th, 1979, at 7:30 P. M., in the Board Room of said City.

Those present: Sidney O. Smith, Mayor  
Thomas W. Tyner, Attorney

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

Others present: Larry D. Craft  
Mrs. Larry Craft

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

The invocation was offered by Thomas W. Tyner.

The minutes of the regular meeting of May 15, 1979, were read by Priscilla C. Daniel.

THEREUPON, Alderman Boutwell made a motion to accept the minutes as read. 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, 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 the bindery service. The bid read as follows, to-wit:

SOUTHERN SYSTEMS & SERVICE CO., INC.  
P. O. Box 1562  
Hattiesburg, Ms 39401

May 29, 1979

Honorable Mayor and Board of Aldermen  
City of Petal  
PETAL, MISSISSIPPI

Gentlemen:

In response to your advertisement for bids on bindery services in connection with the 1979 Assessment Rolls and Tax Receipts, we are pleased to offer as follows, per specifications:

1. Binders and Bindery service for assessment rolls, which includes the bursting, decollating, trimming of forms, together with (4) binders lettered to your specifications with special leather index tabs. \$171.00
2. Binding Homestead Exemption Supplement into 4 volumes. \$28.00
3. Furnishing 1979 cash book binder together with 2 sets monthly index tabs. \$69.00
4. Bindery service for bursting, trimming and binding 1979 Tax Receipts and Tax statements, per specifications. \$416.00
5. Combining 1978 Tax Receipts after Tax Sale. \$145.00

"The bid price 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."

Hoping the above meets with your satisfaction and requirements, we

MINUTES — Petal, Mississippi

Yours truly,

SOUTHERN SYSTEMS & SERVICE CO.  
/s/ David E. Kean  
David E. Kean, President

(State License No. 5084)

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THEREUPON, Alderman Russell made a motion to take this bid under advisement. 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 hour of 7:30 P. M. having arrived, the Mayor and Board of Aldermen publicly opened and read the sealed bids for the following:

- (a) Heavy Equipment Trailer
- (b) Narcotic Officer's Car
- (c) Underground Tank with Pump

The bids read as follows, to-wit:

Gulf Contractors Equipment and Supply, Inc.  
Post Office Box 2564  
Highway 49 North  
Gulfport, Mississippi 39503

May 29, 1979

Mayor and Board of Aldermen  
City of Petal  
Petal, Ms

Reg. Lic. 6979

Gentlemen:

In response to your invitation for bids on a heavy equipment trailer we are pleased to bid our General "Eager Beaver" Model 9 DOW trailer for the sum of Three Thousand Nine Hundred, Ninety -Nine and 95/100- - - - - - \$3999.95  
F. O. B. your yard with immediate delivery out of our Laurel place of business.

Specifications on our General 9 DOW are enclosed. It is a platform over wheels trailer with 18' bed length, 18,000 lb. capacity, flip ramps, pintle hitch, electric brakes on all 6 wheels, all regulation lights, 6 each 8:00 x 14.5 - 12 ply tires, weighing 4600 lbs. 24 1/2' overall length, 8' wide, 31" bed height, 3 axle, and 2" oak flooring.

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 in said current list.

Thank you for the opportunity to submit this bid.

Very truly yours,

GULF CONTRACTORS EQUIPMENT & SUPPLY

/s/ W. B. Flores  
W. B. Flores

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Coastal Machinery of Hattiesburg, Inc.  
Highway 49 North - P. O. Box 1651  
Hattiesburg, Ms 39401

June 1, 1979

Honorable Mayor & Aldermen  
City of Petal  
Petal, Ms 39465

Gentlemen:

MINUTES — Petal, Mississippi

we, Coastal Machinery of Hattiesburg, Inc., make the following bid proposal as per your specifications:

- (1) One or more new Hercules Trailers Model 9-0W equipped as follows:

20' loading area, 18,000 lbs. capacity, flip ramps, pintle hitch, brakes, lights & 8:00 X 14.5 12 ply tires.

Unit serviced & delivered F. O. B., Petal, Mississippi  
 for the sum of-----\$3319.97  
 Optional 3/16 steel deck----- 640.00

Yours truly,

/s/ Cliff Campbell  
 Cliff Campbell  
 Coastal Machinery of Hattiesburg, Inc.  
 Mississippi State Audit No. 6203

\* \* \* \* \*

Ryan Motors, Inc.  
 1501 West Pine Street  
 P. O. Box 1586  
 Hattiesburg, Ms 39401

May 29, 1979

Honorable Mayor & Commissioners  
 City of Petal  
 Petal, Mississippi 39465

Gentlemen:

We are pleased to offer the following quotation on one 1979 new Chevrolet Malibu 4 Door Sedan, Model 1 AT19 equipped as follows:

108.1" Wheelbase	80 AMP Alternator
192.7" Overall Length	Full Wheel Covers
200 CID V-6 Engine	Wheel Trim
Air Conditioning	Color, Blue Metallic
Power Steering	Blue Vinyl Trim
Power Brakes	Heavy Duty Battery
AM Pushbutton Radio	14" Steel Belted Radial Tires
Body Side Moldings	Automatic Transmission
Front & Rear Floor Mats	
Tinted Glass	

This bid complies with provisions of Senate Bill 2534 enacted by the 1976 Legislature.  
 Our State License Bid Number is #1507.

Selling Price	\$5651.84
Less Trade Allowance	
Trade Difference	
State Sales Tax	
Title & Inspection Fee	5.00
<b>TOTAL SELLING PRICE</b>	<b>\$5656.84</b>

Thank you for allowing us the opportunity of submitting this quotation. We have this unit in stock for immediate delivery.

Sincerely yours,

RYAN MOTORS, INC.

/s/ Jerome B. Ryan  
 Jerome B. Ryan, President

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COURTESY MOTORS, INC.  
 1410 West Pine Street  
 Hattiesburg, Ms 39401

June 5, 1979

City of Petal  
 Petal, Ms 39465

RE: 1979 Automobile Bid

Dear Sirs:

We appreciate this opportunity to bid on the following specifi-

MINUTES — Petal, Mississippi

One 1979 Ford Fairmont 4 Door Sedan  
 Wheelbase 105.5" Overall Length 194.9"  
 200 CID 6 Cylinder Engine  
 Select Air Conditioning  
 Cruise-o-matic Transmission  
 Power Steering  
 Power Brake  
 Radio A. M.  
 Body Side Molding  
 Front & Rear Floor Mats  
 Tinted Glass Complete  
 Deluxe Wheel Covers  
 Heavy Duty Battery

BID PRICE \$5843.00

Immediate delivery upon receipt of your valued order. State License Number 6062.

Sincerely,

Howard E. Breland  
 Truck & Fleet Manager

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Hughes, Inc.  
 P. O. Box 2305  
 Laurel, Ms 39440

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

June 4, 1979

Gentlemen:

We are pleased to submit quotation on our interpretation of your requirements subject to terms and conditions printed on reverse of this proposal.

Quotation for equipment-----\$1,786.47  
 (Underground Gasoline Tank with Pump)

TERMS AND CONDITIONS: These prices are good for 30 days only. Invoice for equipment due and net upon shipment to job site.

Price does not include installation or applicable taxes.

HUGHES, INC.

S. R. Hughes  
 S. R. Hughes, President

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PINE BELT OIL COMPANY, INC.  
 P. O. Box 668  
 Hattiesburg, Ms 39401

May 30, 1979

City of Petal  
 Box 564  
 Petal, Ms 39465

We propose to sell to the City of Petal gasoline dispensing equipment as follows:

1 Used computing pump	\$650.00
1 New 4000 gal U G Tank	1450.00
Pipe and tank fittings and supervision on job	275.00
	<u>\$2375.00</u>

(Electrical and concrete pad not included)

Sincerely,

/s/ James Barr  
 James Barr, President  
 Pine Belt Oil Co., Inc.

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THEREUPON, Alderman Boutwell made a motion to take these bids under advisement. 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, the hour of 7:30 P. M. having arrived, the Mayor and Board of Aldermen publicly opened and read the sealed bid for the regular gasoline. The bid read as follows, to-wit:

PINE BELT OIL COMPANY, INC.  
P. O. Box 668  
Hattiesburg, Ms 39401

May 30, 1979

City of Petal  
Box 564  
Petal, Ms 39465

We will deliver regular gasoline from June 1, 1979, till May 31, 1980, in 2000 gallon quantities to the City of Petal for \$.7450 per gallon less \$.0400 federal tax equaling \$.7050 per gallon. These prices are subject to change with major oil company increases or decreases.

Sincerely,

/s/ James Barr  
James Barr, President  
Pine Belt Oil Company, Inc.

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THEREUPON, Alderman Boutwell made a motion to accept the foregoing bid. 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, Mayor Smith called for public comment.

THEREUPON, Larry D. Craft presented a petition requesting the resurfacing of Sherril Drive.

THEREUPON, Alderman Runnels stated that when the other streets in that area were resurfaced, that Sherril Drive was in the plans, but an error was made by the county supervisor's workmen, and the wrong street was resurfaced. Alderman Runnels stated that Beat 2 Supervisor, Archie Smith, stated that he would get the equipment back out to resurface Sherril Drive as soon as possible.

WHEREAS, Paul Shows, City Engineer, requested the wishes of the Board concerning the application for federal funds to widen and resurface Old Richton Road.

THEREUPON, Alderman Boutwell made a motion to authorize Mr. Shows to prepare the application for the Federal Urban Highway Funds to widen and

## MINUTES — Petal, Mississippi

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, Leonard Murphy, narcotics officer for the City of Petal, requested that the Board consider allocating funds for the purchase of drugs and information.

THEREUPON, Alderman Runnels made a motion to authorize the Mayor to write a letter to the Forrest County Supervisors requesting the allocation of a prorata per capita share of funds disbursed by the county for the use of the Petal narcotics agents in Forrest County. 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 Runnels made a motion to allocate \$500 for the purpose of purchasing drugs and information. 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 disburse \$200 to Mr. Murphy as narcotic officer and to require the proper records to be kept by Mr. Murphy for the disbursement of these funds. 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

WHEREAS, Mayor Smith presented the following proofs of publication.

- 1) Heavy Equipment Trailer
- 2) 4000 Gallon Underground Tank
- 3) 1979 Automobile (Narcotic)
- 4) Final Settlement, Police Station
- 5) Bindery Services
- 6) Leaded Regular Gasoline

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

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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 stated that the city is in need of a zoning administrator.

THEREUPON, Alderman Campbell made a motion to appoint Mr. Robert Judy as zoning administrator. 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, Mayor Smith stated that an application for a change of zoning from Robert Phumphrey has been received by the City.

THEREUPON, Alderman Russell made a motion to set the date of hearing for June 26, 1979, at 7:00 o'clock P. M., before the City of Petal Planning Commission, and to authorize the City Clerk to publish the Notice of Public Hearing and to have the proper signs posted on the property. 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 Runnels made a motion to meet with the zoning commission on June 12, 1979, at 7:00 o'clock P. M., concerning the subdivision regulations for the City of Petal. 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 Russell reported to the board that the State Fire Rating Bureau has dropped the City of Petal fire rating from eight (8) to seven (7).

WHEREAS, Mayor Smith presented a request to purchase an ad for the program for the Miss Hospitality Contest.

THEREUPON, Alderman Runnels made a motion to purchase an ad for \$35.00 in the Miss Hospitality program. Alderman Draughn seconded the

MINUTES — Petal, Mississippi

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 send flowers to Miss Anding, Petal's Miss Hospitality, during the State Competition.

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, Mayor Smith presented Charles McMillin's letter of resignation. The letter read as follows, to-wit:

CITY OF PETAL  
DEPARTMENT OF POLICE  
Post Office Box 583  
Petal, Ms 39465

TO: MAYOR AND BOARD OF ALDERMEN

FROM: CHARLES McMILLIN

SUBJECT: RESIGNATION

Due to personal and professional considerations, I do hereby resign my position with the Petal Police Department, effective June 15, 1979. I am requesting my two weeks vacation pay, which is due me as per departmental rules.

Respectfully submitted

CHARLES McMILLIN

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THEREUPON, Alderman Boutwell made a motion to accept Mr. McMillin's resignation effective June 15, 1979. 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 Boutwell stated that the speed gun used by the police department is in need of repair at a cost of \$197.07.

THEREUPON, Alderman Russell made a motion to pay \$197.07 to repair the speed gun. 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



## MINUTES — Petal, Mississippi

Those present and voting "NAY":

None

WHEREAS, Mayor Smith presented claims numbers 5009 through 5079 for the general fund.

THEREUPON, Alderman Boutwell made a motion to pay claims numbers 5009 through 5079 of the general fund. Alderman Campbell seconded the motion.

WHEREAS, Mayor Smith presented claims numbers 615-A through 636-A for the O & M fund of the Petal Water and Sewer Department.

THEREUPON, Alderman Boutwell made a motion to pay claims numbers 615-A through 636-A of the O & M fund of the water and sewer department. 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 158 through 166 for the R & E fund of the Petal Water and Sewer Department.

THEREUPON, Alderman Boutwell made a motion to pay claims numbers 158 through 166 of the R & E fund of the water and sewer department. 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

THEREUPON, Alderman Campbell made a motion to recess the meeting until 7:00 o'clock P. M., June 12, 1979. Alderman Boutwell 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

There being no further business, the regular meeting of the Mayor and Board of Aldermen of the City of Petal was recessed until June 12, 1979, at 7:00 o'clock P. M., on this the 5th day of June, A. D., 1979.

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The recessed meeting of June 5, 1979, was called to order on this the 12th day of June, 1979, at 7:00 o'clock P. M.

MINUTES — Petal, Mississippi

Those present: Sidney O. Smith, Mayor  
 Thomas Tyner, City Attorney  
 Aldermen: W. E. Boutwell  
 W. H. Campbell  
 George Draughn  
 Bobby W. Runnels

Others present: Bill Barlow  
 Jim Gladden  
 W. A. Amason  
 Paul Shows  
 Warner Berry  
 and others

WHEREAS, the Mayor and Board of Aldermen addressed the Planning Commission concerning the preparation of the subdivision ordinance and the feasibility of the use of the subdivision ordinance prepared by South Mississippi Planning and Development.

WHEREAS, Paul Shows, City Engineer, presented the application for the Federal Urban Highway funds needed to widen and resurface Old Richton Road.

THEREUPON, Alderman Boutwell made a motion authorizing Mayor Smith to execute the application. Alderman Campbell seconded the motion. The application read as follows, to-wit:

MSD 100  
 Rev. 10-75

MISSISSIPPI STATE HIGHWAY DEPARTMENT  
 PROJECT SIGN DATA

June 12 19 79  
 County

Project No. \_\_\_\_\_  
 Route No. 72-05  
 Terminal Description: From Highway 42 North to Hilltop Drive Miles \_\_\_\_\_

PROPOSED IMPROVEMENT:  
 Grade \_\_\_\_\_ Drain \_\_\_\_\_ Bridges \_\_\_\_\_  
 Surfacing: Type HPM Width \_\_\_\_\_

DESIGN CRITERIA:  
 ADT (19\_\_\_\_) \_\_\_\_\_ DHV \_\_\_\_\_ T \_\_\_\_\_ %  
 ADT (19\_\_\_\_) \_\_\_\_\_ D \_\_\_\_\_ V (Design Speed) \_\_\_\_\_ MPH

RIGHT-OF-WAY:  
 Rt. \_\_\_\_\_ Ft. Min. \_\_\_\_\_ Lt. \_\_\_\_\_ Ft. Min. \_\_\_\_\_

TYPICAL SECTION:  
 Crown Width 40' B to B Ft.  
 Number Lanes 3  
 Width of Lane 12 Ft.  
 Median Width 0 Ft.  
 Raised  Depressed

Shoulder Width:  
 Inside Curb & gutter sect. Ft.  
 Outside \_\_\_\_\_ Ft.  
 Paved Shoulder: YES  NO

Cut Ditch Section:  
 V-Type  Flat Bottom   
 Fore slope \_\_\_\_\_ :1 Depth \_\_\_\_\_

SAFETY SLOPES YES  NO

SLOPE SCHEDULE: Curb & gutter section  
Vary slopes behind curb  
FILL to meet existing ground

CUT BACKSLOPE  
 0 Ft. to \_\_\_\_\_ Ft. :1  
 \_\_\_\_\_ Ft. to \_\_\_\_\_ Ft. :1  
 Over \_\_\_\_\_ Ft. :1

STRUCTURE THICKNESS 5 1/2 inches

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Those present and voting "AYE":

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

Those present and voting "NAY":

None

WHEREAS, Warner Berry of Smith and Sanders, Inc., consulting engineers, presented the application package to EPA for Step II Design Grant for the implementation of the 201 Facility Plan to the Board.

THEREUPON, Alderman Boutwell made a motion to adopt the following resolution authorizing the Mayor to execute the grant application. Alderman Draughn seconded the motion. The resolution read as follows, to-wit:

RESOLUTION AUTHORIZING MAYOR'S SIGNATURE  
FOR APPLICATION TO THE ENVIRONMENTAL PROTECTION  
AGENCY FOR A STEP II DESIGN GRANT FOR IMPLEMENTATION  
OF THE 201 FACILITY PLAN

---

IT IS HEREBY RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, in the matter of the City making application to the Environmental Protection Agency for a grant to fund the preparation of plans and specifications for interceptor sanitary sewers and appurtenances, that said grant is needed and application therefor should be made with the Federal share of \$66,611 and with the balance of \$22,204 to come from a sewer bond issue/the general fund.

IT IS THEREFORE HEREBY RESOLVED that the Mayor be authorized to sign for and on behalf of the City the aforesaid application as hereinbefore outlined.

ATTEST:

APPROVED:

\_\_\_\_\_  
Priscilla C. Daniel  
City Clerk

\_\_\_\_\_  
Sidney O. Smith  
Mayor

(SEAL)

\_\_\_\_\_  
Alderman

\_\_\_\_\_  
Alderman

\_\_\_\_\_  
Alderman

\_\_\_\_\_  
Alderman

\_\_\_\_\_  
Alderman

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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

## MINUTES — Petal, Mississippi

THEREUPON, Alderman Boutwell made a motion to authorize the execution of the Engineering Agreement for Design of Sewer Improvements between the City of Petal and Smith and Sanders, Inc., consulting engineers. Alderman Draughn seconded the motion. The agreement read as follows, to-wit:

THIS AGREEMENT, a Cost-Plus-Fixed Fee Contract, made as of the 12<sup>th</sup> day of June in the year Nineteen Hundred and Seventy-Nine by and between the City of Petal, Mississippi (hereinafter the OWNER) and Smith and Sanders, Inc., Consulting Engineers, Jackson, Mississippi (hereinafter the ENGINEER).

WITNESSETH, that whereas the OWNER intends to design water pollution control facilities to comply with current standards of the Mississippi Air and Water Pollution Control Commission (hereinafter the MAWPCC) and the U.S. Environmental Protection Agency (hereinafter the EPA), specifically the,

- a. Addendum to 201 Facility Plan covering collection system in Beverly Hills Subdivision area,
- b. Pump Station CP-1 and related force main planned in 201 Facility Plan,
- c. Interceptor I-I delineated in the 201 Facility Plan,
- d. Rehabilitation (by replacement) of existing outfall sewer segment from Lagoon to Manhole A-26,
- e. Pump Station CP-2, river crossing and force main to South Hattiesburg Treatment Plant as planned in the 201 Facility Plan,

(hereinafter the PROJECT) under a Step 2 design grant, which shall conform to and meet present and foreseeable future needs of the OWNER and the requirements of MAWPCC and EPA, and desires the ENGINEER to furnish design services, prepare construction plans and specifications for the PROJECT.

NOW, THEREFORE, the OWNER and the ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### SECTION 1 - SCOPE OF WORK

1.1 The scope of the work consists of the development of preliminary and final drawings, specifications and ancillary bidding and contract documents for the PROJECT (including the necessary soils investigation) in accordance with the general recommendations for the selected plan included in the Step 1 Facility Plan.

1.2 Except as may be otherwise specifically limited in this AGREEMENT, the services to be rendered by the ENGINEER shall include all services required to complete the task or step in accordance with applicable EPA regulations, in particular 40 CFR Part 35, Subpart E, Grants for Construction of Treatment Works - Federal Water Pollution Control Act Amendments of 1972.

#### SECTION 2 - BASIC SERVICES OF THE ENGINEER

##### 2.1 General

2.1.1 The ENGINEER agrees to perform professional services in connection with the PROJECT as hereinafter stated.

2.1.2 The ENGINEER will serve as the OWNER's professional engineering representative in those phases of the PROJECT to which this AGREEMENT applies and will give consultation and advice to the OWNER during the performance of his services.

## 2.2 Preliminary Design Phase

2.2.1 Consult with the OWNER to determine the OWNER's requirements for the PROJECT.

2.2.2 Advise the OWNER as to the necessity of his providing or obtaining services from others of the types described in paragraph 5.1.1.2 and act as the OWNER's representative in connection with any such services.

2.2.3 On the basis of the approved preliminary design report prepare preliminary design documents consisting of design criteria, drawings and outline specifications to develop and establish the scope of the PROJECT.

2.2.4 Prepare a revised cost estimate for the PROJECT based on the information given in the preliminary design documents.

2.2.5 Furnish five (5) copies of the above preliminary design documents and revised cost estimate.

2.2.6 Not commence Preliminary Design Phase services until a Step 2 grant is executed by and between the OWNER and EPA.

## 2.3 Final Design Phase

2.3.1 On the basis of the approved preliminary design documents prepare for incorporation as part of the contract documents detailed drawings and plans for the PROJECT to show the nature and scope of the work to be performed by contractors on the PROJECT (hereinafter the DRAWINGS), instructions to bidders, general conditions, special conditions and technical provisions (hereinafter the SPECIFICATIONS).

2.3.2 Furnish to the OWNER engineering data for and assist in the preparation of the required documents so that the OWNER may secure approval of MAWPCC and EPA. The Engineer shall obtain approval of DRAWINGS, SPECIFICATIONS and contract documents from MAWPCC and EPA and shall make such changes or revisions required for the approval thereof.

2.3.3 Advise the OWNER of any adjustment of the cost estimate for the PROJECT caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the PROJECT based on the completed DRAWINGS and SPECIFICATIONS.

2.3.4 Prepare proposal forms and notice to bidders and assist in the preparation of contract documents.

2.3.5 Furnish five (5) copies of the DRAWINGS and SPECIFICATIONS in final form.

### SECTION 3 - ADDITIONAL SERVICES OF THE ENGINEER

#### 3.1 General

If authorized in writing by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which will be paid for by the OWNER as indicated in paragraph 6.1.3:

3.1.1 Preparing applications and supporting documents for governmental grant payments and other governmentally required records and reports.

3.1.2 Additional services due to significant changes in the general scope of the PROJECT and its design including, but not limited to, changes in size, complexity or character of construction.

3.1.3 Preparing documents for alternate bids requested by the OWNER for work which is not executed.

3.1.4 Additional services resulting from the PROJECT involving more than one general construction contract, or separate construction contracts for different building trades, or separate equipment contracts.

3.1.5 Additional services in connection with the PROJECT including services normally furnished by the OWNER and services not otherwise provided for in this AGREEMENT.

3.1.6 Additional services in connection with R.O.W. surveys and plat preparation for R.O.W. acquisition.

3.1.7 Preparing to serve and serving as an expert witness for the OWNER in any litigation or other proceeding involving the PROJECT.

### SECTION 4 - PERIOD OF SERVICE

#### 4.1 General

4.1.1 The study and addendum to the 201 Facility Plan for a collector system in the Beverly Hills Subdivision area shall be completed within 45 calendar days after receipt of written authorization to proceed with the work.

4.1.2 The design, preparation of contract plans and specifications for the pumping stations, force mains, river crossing and interceptor sewers shall be completed with 200 calendar days after written authorization to proceed with the work.

4.1.3. Unless this AGREEMENT has been terminated as provided for in the GENERAL CONDITIONS, TERMINATION (7.1) and/or the SPECIAL PROVISIONS, APPENDIX C-1, TERMINATION (5), the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the design of the PROJECT including extra work and any required extension thereto. The ENGINEER may, after giving 10 days written notice, decline to render further

services hereunder if the OWNER fails to give written authorization to proceed with the Preliminary Design Phase within 10 days after grant award by EPA, or if the OWNER fails to give written authorization to proceed with the Final Design Phase within 30 days after completion of the Preliminary Design Phase.

4.1.4 If without the fault or negligence of the ENGINEER, the performance of all or any part of the work is suspended, delayed, or interrupted by an act of the OWNER, or by the OWNER's failure to act within a time specified by this AGREEMENT (or if no time is specified, within a reasonable time), an adjustment shall be made by the OWNER for any increase in the cost of and time for performance of this AGREEMENT caused by such suspension, delay, or disruption, and this AGREEMENT shall be modified in writing accordingly.

#### SECTION 5 - SERVICES OF THE OWNER

##### 5.1 General

5.1.1 It is agreed and understood that certain services, if required, will be performed and furnished by the OWNER, including the following:

5.1.1.1 Providing full information as to his requirements for the PROJECT.

5.1.1.2 Furnishing the ENGINEER, as required by him for performance of his services such information as property, boundary, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; hydrographic surveys, laboratory tests and inspections of samples and materials; appropriate professional interpretation of all of the foregoing; and other special consultations not covered in paragraph 2.2.2; all of which the ENGINEER may rely upon in his preparation of the DRAWINGS and SPECIFICATIONS.

5.1.1.3 Guaranteeing access to and making all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

5.1.1.4 Examining all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and rendering in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

5.1.1.5 Advertising for proposals from bidders, opening the proposals at the appointed time and place, and paying for all costs incident thereto.

5.1.1.6 Designating a person to act as OWNER's representative with respect to the work to be performed under this AGREEMENT; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to material, equipment elements and systems pertinent to the work covered by this AGREEMENT.

5.1.1.7 Giving prompt written notice to the ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the PROJECT or changed circumstances.

5.1.1.8 Furnishing ENGINEER in a timely manner with copies of pertinent correspondence relating to the PROJECT which would not otherwise have been delivered to ENGINEER.

5.1.1.9 If the PROJECT involves more than one general contract, or separate construction contracts for different building trades or separate equipment contracts, ensuring that the General Conditions of all such contracts are substantially identical.

5.1.1.10 Furnishing approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

5.1.1.11 Furnishing or directing the ENGINEER to provide at the OWNER's expense, necessary additional services as stipulated in Section 3 of this AGREEMENT, or other services as required.

5.1.1.12 Bearing all costs incident to compliance with the requirements of this Section.

## 5.2 Timeliness

Insofar as any of the above services are necessary to ENGINEER's performance of its obligations under this AGREEMENT, the OWNER shall be responsible for providing such services in a satisfactory and timely fashion so as not to delay the ENGINEER in this performance of said obligations.

## 5.3 Warranty

The OWNER warrants that all information including but not limited to SPECIFICATIONS, DRAWINGS, and other information supplied by the OWNER's representative or his designee in writing to the ENGINEER in connection with the ENGINEER's performance of this AGREEMENT shall be complete, accurate and adequate. ENGINEER shall have the right to rely on the adequacy of said information. If the OWNER learns at any time during the course of the ENGINEER's performance of this AGREEMENT that any such information previously supplied, although complete, accurate and adequate when provided is not longer so, it will advise the ENGINEER immediately of this fact and supplement or amend the information previously provided in whatever way necessary to make it complete, accurate and adequate.

## SECTION 6 - PAYMENTS TO THE ENGINEER

### 6.1 Payments for Services and Expenses of the ENGINEER.

6.1.1 For the BASIC SERVICES of the ENGINEER as specified in Section 1 hereof, the OWNER shall pay SMITH AND SANDERS, INC., CONSULTING ENGINEERS all allowable and allocable costs that are incurred in the performance of this



## MINUTES — Petal, Mississippi

contract up to the cost ceiling of \$80,757.73 which will not be exceeded without formally amending the contract (exclusive of fixed fee). The OWNER will also pay SMITH AND SANDERS, INC., CONSULTING ENGINEERS a fixed fee of \$8,056.70. Such sums will be paid to SMITH AND SANDERS, INC., CONSULTING ENGINEERS in accordance with the payment provisions of this Contract.

6.1.2 Pending establishment of final overhead rates for any period, SMITH AND SANDERS, INC., CONSULTING ENGINEERS shall be reimbursed for allowable indirect costs, not claimed elsewhere, at the respective provisional rate listed below. Such provisional rates may, at the request of any of the parties, be revised by mutual consent. The following rates shall apply from the effective date of the contract until hereunder amended.

Firm	Cost Center	Rate	Base
SMITH AND SANDERS	Indirect Cost	97.7%	Direct Labor Cost

6.1.3 The OWNER will pay the ENGINEER for any additional services performed under ADDITIONAL SERVICES OF THE ENGINEER as specified in Section 3 hereof a fee on the basis of actual wages and salaries plus 20% times a factor of 2.25 plus the actual cost of reimbursable expenses.

## 6.2 Payment

6.2.1 The ENGINEER may submit monthly or periodic statements requesting payment. Such requests shall be based upon the amount and value of the work and services performed by the ENGINEER under this AGREEMENT, and shall be prepared by the ENGINEER and supplemented with such supporting data as may be required by the OWNER.

6.2.2 Upon approval of such payment request by the OWNER, payment upon properly certified vouchers shall be made to the ENGINEER as soon as practicable of the amount as determined above, less all previous payments.

6.2.3 Upon satisfactory completion of the work and services called for under this AGREEMENT by the ENGINEER, and upon acceptance of such work and services by the OWNER, the ENGINEER will be paid the unpaid balance of any money due for such work and services.

6.2.4 Upon satisfactory completion of the work and services performed hereunder, and prior to final payment under this AGREEMENT for same, or prior settlement upon termination of this AGREEMENT, and as a condition precedent thereunto, the ENGINEER shall execute and deliver to the OWNER a release of all claims against the OWNER arising under or by virtue of this AGREEMENT, other than such claims, if any, as may be specifically exempted by the ENGINEER from the operation of the release in stated amounts to be set forth therein.

6.2.5 All monies not paid to the ENGINEER when due hereunder shall bear interest at the legal rate in force in Mississippi at the time such payment becomes overdue.

6.2.6 If this AGREEMENT is terminated and upon completion of any phase of the ENGINEER's services, the payments to be made in accordance with Paragraph 6.2.1 on account of that and all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work, the ENGINEER shall be paid for services performed during such phase on the bases of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER shall be paid all terminal expenses resulting therefrom plus payment for additional services then due. Any payment made under Paragraph 6.2.1 shall be credited to any terminal payment due the ENGINEER. See also SPECIAL PROVISIONS, APPENDIX C-1, TERMINATION (5).

#### SECTION 7 - GENERAL CONDITIONS

##### 7.1 Termination

This AGREEMENT may be terminated by either party by ten (10) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this AGREEMENT is so terminated, the ENGINEER shall be paid as provided in paragraph 6.2.6. See also SPECIAL PROVISIONS, APPENDIX C-1, TERMINATION (5).

##### 7.2 Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of services. The OWNER may at his expense obtain a set of reproducible record prints of drawings and copies of other documents, in consideration of which the OWNER will use them solely in connection with the PROJECT, and not for the purpose of making subsequent extensions or enlargements thereto and he will not sell, publish or display them publicly. Re-use for extensions of the PROJECT, or for new projects, shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER. See also SPECIAL PROVISIONS, APPENDIX C-1, COPYRIGHTS AND RIGHTS IN DATA (10).

##### 7.3 Estimates

Since the ENGINEER has no control over the cost of labor, materials or equipment, or over others' methods of determining prices, or over competitive bidding or market conditions, the estimates of construction cost provided for herein are to be on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that bids for future construction will not vary from cost estimates prepared by him.

##### 7.4 Arbitration

7.4.1 All claims, disputes and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof shall be decided by

arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. This AGREEMENT so to arbitrate shall be specifically enforceable under the prevailing arbitration law.

7.4.2 Notice of the demand for arbitration shall be filled in writing with the other party to this AGREEMENT and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.4.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

7.4.4 See also SPECIAL PROVISIONS, APPENDIX C-1 REMEDIES (6).

7.5 Insurance

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Act and from claims for bodily services under this AGREEMENT.

7.6 Successors and Assigns

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this AGREEMENT, except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.7 Personnel and Facilities

The ENGINEER warrants that he now has or will secure at his own expense, all personnel required to perform the services under this contract within the required completion dates set forth in paragraph 4.1.1 above. Such personnel are not employees of nor have any contractual relationship with the OWNER. All personnel required to perform contract services shall be fully qualified.

7.8 Accounting System

The ENGINEER shall have an accounting system which accounts for costs in accordance with generally accepted accounting principles. This system shall provide for the identification, accumulation and segregation of allowable and unallowable project costs among projects. The ENGINEER must propose and account for costs in a manner consistent with his normal accounting procedures.

7.9 Status Reports

The ENGINEER shall present status reports on the PROJECT in a format acceptable to the OWNER. The reports shall be included with the invoices submitted for payment purposes as provided under PAYMENTS TO THE ENGINEER, Payment (6.2) and the SPECIAL PROVISIONS, APPENDIX C-1, PAYMENT (7).

SECTION 8 - SPECIAL PROVISIONS

The Owner and the ENGINEER mutually agree that this AGREEMENT Shall be subject to the provisions contained in the REQUIRED PROVISIONS - CONSULTING ENGINEER AGREEMENTS, 40 CFR PART 35, SUBPART E APPENDIX C-1 (March 4, 1976 - as amended December 29, 1976). These provisions, together with the provisions of this AGREEMENT, represent the entire AGREEMENT between the OWNER and the ENGINEER.

IN WITNESS WHEREOF the parties hereto have caused this AGREEMENT to be executed as of the day and year hereinabove set forth.

OWNER

CITY OF PETAL, MISSISSIPPI

ATTEST

Russell C. Daniel  
Clerk,  
City of Petal, Mississippi

By [Signature]  
Title [Signature]

ENGINEER

SMITH AND SANDERS, INC.,  
CONSULTING ENGINEERS

ATTEST

[Signature]  
By James R. Sanders, Jr.  
Title President

## MINUTES — Petal, Mississippi

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

WHEREAS, Mayor Smith presented claims numbers 5102 through 5104 of the general fund to the board.

THEREUPON, Alderman Boutwell made a motion to pay claims numbers 5102 through 5104 of the general fund of the City of Petal. 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

WHEREAS, Mayor Smith requested the wishes of the Board concerning the 1979 automobile to be used as the narcotic vehicle.

THEREUPON, Alderman Boutwell made a motion to accept Ryan Chevrolet's low bid of \$5656.84 for the 1979 automobile. 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

Those present and voting "NAY":

None

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

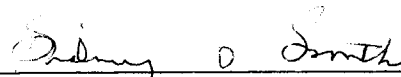
Those present and voting "AYE":

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 recessed meeting of June 5th was adjourned on this the 12th day of June, A. D., 1979.

  
\_\_\_\_\_  
SIDNEY O. SMITH, MAYOR

(SEAL)

ATTEST:

  
\_\_\_\_\_  
PRISCILLA C. DANIEL  
CITY CLERK