

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON OCTOBER 3, 1989 AT 7:00 PM IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT

MAYOR JACK GAY, JR.

CITY ATTORNEY

THOMAS W TYNER

ALDERMEN

RUEBEN CLEPPER

JERRY CROWE

DONALD H ROWELL

BOBBY RUNNELS

LEROY SCOTT

OTHERS PRESENT

JIMMY GOURAS

MR & MRS EDDIE REVETTE

LLOYD WARD

JIMMY WALTERS

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

WHEREAS, ALDERMAN CLEPPER MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 21, 1989 BE ACCEPTED AS WRITTEN. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER

ALDERMAN JERRY CROWE

ALDERMAN DONALD H ROWELL

ALDERMAN BOBBY RUNNELS

ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, EDDIE REVETTE REQUESTED THAT THE BOARD CONSIDER ADOPTING AN ORDINANCE PROHIBITING THE BURNING OF LEAVES AND GARBAGE SINCE THE SMOKE DOES INFRINGE ON AND ENDANGER THE HEALTH OF MANY CITIZENS.

THEREUPON, MAYOR GAY STATED THAT THIS WOULD BE CONSIDERED AND REFERRED TO THE CITY ATTORNEY FOR THE POSSIBLE DRAFTING OF SUCH AN ORDINANCE.

WHEREAS, THE HOUR OF 7:00 PM HAVING ARRIVED THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN THE SEALED BIDS FOR CULVERTS FOR THE PERIOD OF OCTOBER 3, 1989 TO MARCH 31, 1990. THE BIDS READ AS FOLLOWS TO-WIT:

BIDS - SEE EXHIBIT "A"

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO TAKE THE FOREGOING BIDS UNDER ADVISEMENT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER

ALDERMAN JERRY CROWE

ALDERMAN DONALD H ROWELL

ALDERMAN BOBBY RUNNELS

ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT JIMMY COURAS, URBAN PLANNING CONSULTANT, WOULD LIKE TO ADDRESS THE BOARD CONCERNING THE POSSIBILITY OF WORKING WITH THE MAYOR AND BOARD.

THEREUPON, MR COURAS STATED THAT HE HAS 18 YEARS EXPERIENCE AS A PLANNER, SPENDING 14 OF THOSE YEARS AS CITY PLANNER WITH THE CITY OF VICKSBURG, MS. MR COURAS STATED THAT HIS APPROACH TO PLANNING WOULD BE FOR THE BOARD TO MAKE A "WISH LIST" AND AFTER TALKING WITH THE PLANNER TO THEN SET PRIORITIES. MR COURAS RECOMMENDED NOT SPENDING \$25,000-\$30,000 FOR A COMPREHENSIVE PLAN AND INSTEAD USING THAT MONEY TO ACHIEVE THE GOALS SET ON THE PRIORITY LIST.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE MAYOR GAY TO NEGOTIATE A CONTRACT WITH JIMMY COURAS. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A ZONING CHANGE REQUEST FROM JOHN AND JOANNE HUDGINS FOR THEIR PROPERTY AT 106 STEVENS STREET TO REZONE FROM R-4 TO C-2.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO SET THE ZONING HEARING FOR JOHN AND JOANNE HUDGINS FOR 7:00 PM ON OCTOBER 24, 1989. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A ZONING CHANGE REQUEST FROM SHERMAN D MINTER FOR HIS PROPERTY AT 116-118 STEVENS STREET TO REZONE FROM R-4 TO C-2.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO SET THE HEARING DATE FOR SHERMAN D MINTER FOR 7:15 PM ON OCTOBER 24, 1989. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A ZONING CHANGE REQUEST FROM KENNETH WEST, ACTING AS AGENT FOR OCTAVIA CRAFT, FOR THE PROPERTY AT 511 S MAIN STREET TO REZONE FROM R-3 TO C-1.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO SET THE HEARING DATE FOR OCTOBER 24, 1989 AT 7:30 PM. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A UTILITY EASEMENT FROM THE PETAL ANIMAL CLINIC.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO ACCEPT THE EASEMENT AND TO PAY THE GRANTOR \$10.00. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE R. H. POLK CITY DIRECTORY HAS OFFERED THE CITY THREE (3) OPTIONS FOR ADVERTISING IN THE DIRECTORY. THE OPTIONS ARE AS FOLLOWS:

- 1) A FULL PAGE AD - \$135.00
- 2) A 1/4 COVER AD - \$298.00
- 3) A BOOKMARK AD WITH A FULL PAGE ADD \$358.00

THEREUPON, ALDERMAN CROWE MADE A MOTION TO PURCHASE THE FULL PAGE AD AT A COST OF \$135.00. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING LETTER OF RESIGNATION FROM PAT SIMMONS OF THE CITY OF PETAL WATER DEPARTMENT.

LETTER
SEE EXHIBIT "B"

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT PAT SIMMONS'S LETTER OF RESIGNATION. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING LETTER OF RESIGNATION FROM TERRY DUCKWORTH OF THE PETAL SANITATION DEPARTMENT.

LETTER
SEE EXHIBIT "C"

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT TERRY DUCKWORTH'S RESIGNATION. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOF OF PUBLICATION TO THE BOARD.

1) NOTICE TO BIDDERS - CULVERTS

THEREUPON, ALDERMAN RUNNELS MADE A MOTION THAT THE FOREGOING PROOF OF PUBLICATION BE ACCEPTED AND FILED. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING LETTER FROM MARY B MORGAN REQUESTING AN APPEAL TO THE DECISION OF THE VARIANCE COMMITTEE BEFORE THE MAYOR AND BOARD OF ALDERMEN.

LETTER
SEE EXHIBIT "D"

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO SET A HEARING DATE OF OCTOBER 17, 1989 AT 7:00 PM BEFORE THE MAYOR AND BOARD OF ALDERMEN. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE CONTRACT FOR THE ON-JOB-TRAINING (OJT) PROGRAM BETWEEN THE CITY OF PETAL AND THE GOVERNOR'S OFFICE, THROUGH THE MISSISSIPPI EMPLOYMENT OFFICE.

CONTRACT
SEE EXHIBIT "E"

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

- ALDERMAN REUBEN CLEPPER
- ALDERMAN JERRY CROWE
- ALDERMAN DONALD H ROWELL
- ALDERMAN BOBBY RUNNELS
- ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE SCHEDULE OF COVERAGE FOR THE COMPREHENSIVE AND COLLISION COVERAGE FOR CERTAIN CITY VEHICLES.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO MAINTAIN THE COVERAGE AS IS WITH THE ADDITION OF ANY NEW VEHICLES WITHIN THE YEAR. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

- ALDERMAN JERRY CROWE
- ALDERMAN BOBBY RUNNELS
- ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

- ALDERMAN REUBEN CLEPPER
- ALDERMAN DONALD H ROWELL

WHEREAS, MAYOR GAY PRESENTED CLAIMS #10932-11202 OF THE CITY OF PETAL GENERAL FUNDS AND THE CITY OF PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PAY CLAIMS #10932-11202 OF THE CITY OF PETAL GENERAL FUNDS AND THE CITY OF PETAL WATER AND SEWER FUNDS.

THOSE PRESENT AND VOTING "AYE":

- ALDERMAN REUBEN CLEPPER
- ALDERMAN JERRY CROWE
- ALDERMAN DONALD H ROWELL
- ALDERMAN BOBBY RUNNELS
- ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING BARRY SIMMONS AS A METER READER IN THE WATER DEPARTMENT.

ORDER

THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DEEM IT NECESSARY TO EMPLOY HELP IN THE WATER DEPT.

IT IS THEREFORE ORDERED THAT BARRY SIMMONS BE AND HE IS EMPLOYED AS A METER READER IN THE WATER DEPT. THROUGH THE ON THE JOB TRAINING PROGRAM EFFECTIVE OCTOBER 5, 1989 AND AT A RATE OF PAY OF \$5.00 PER HOUR UNTIL FURTHER ORDERS OF THE MAYOR AND BOARD OF ALDERMEN.

SO ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON THIS THE 3RD DAY OF OCTOBER, A.D., 1989.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDER HIRING BARRY SIMMONS AS A METER READER IN THE WATER DEPARTMENT EFFECTIVE 10-5-89. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

- ALDERMAN REUBEN CLEPPER
- ALDERMAN JERRY CROWE
- ALDERMAN DONALD H ROWELL
- ALDERMAN BOBBY RUNNELS
- ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING OTIS BERRY AS A TRUCK DRIVER IN THE STREET DEPARTMENT.

ORDER

THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF PETAL, MS. DEEM IT NECESSARY TO EMPLOY HELP IN THE STREET DEPARTMENT.

IT IS THEREFORE ORDERED THAT OTIS BERRY BE AND HE IS HEREBY EMPLOYED IN THE STREET DEPT. EFFECTIVE OCTOBER 5, 1989 AND AT A RATE OF PAY OF \$4.94 PER HOUR UNTIL FURTHER ORDERS OF THE MAYOR AND BOARD OF ALDERMEN.

SO ORDERED BY THE MAYOR AND BOARD OF ALDERMEN ON THIS THE 3RD DAY OF OCTOBER, A.D., 1989.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDER HIRING OTIS BERRY AS A TRUCK DRIVER IN THE STREET DEPARTMENT EFFECTIVE 10-5-89. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING GREGORY EDWARDS AS A LABORER IN THE SANITATION DEPARTMENT.

ORDER

THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DEEM IT NECESSARY TO EMPLOY HELP IN THE SANITATION DEPARTMENT.

IT IS THEREFORE ORDERED THAT GREGORY EDWARDS BE AND HE IS HEREBY EMPLOYED IN THE SANITATION DEPARTMENT EFFECTIVE OCTOBER 5, 1989 AND AT A RATE OF PAY OF \$4.94 PER HOUR UNTIL FURTHER ORDERS OF THE MAYOR AND BOARD OF ALDERMEN.

SO ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MS. ON THIS THE 3RD DAY OF OCTOBER, A.D., 1989.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDER HIRING GREGORY EDWARDS AS A LABORER IN THE SANITATION DEPARTMENT EFFECTIVE 10-5-89. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A STATEMENT FROM NEEL-SCHAFFER, INC. REQUESTING A PROGRESS PAYMENT TO WILLIAM SANSING ON RENTAL REHAB PROJECT # 0068000248 IN THE AMOUNT OF \$5,900.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE PAYMENT OF \$5,900 TO WILLIAM SANSING AS A PROGRESS PAYMENT ON THE RENTAL REHAB PROJECT UPON RECEIPT OF THE MONEY FROM THE GOVERNOR'S OFFICE OF FEDERAL AND STATE PROGRAMS. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING QUOTATIONS FOR THE SUPPLIES FOR THE BARRON STREET WATER IMPROVEMENT PROJECT.

SEE EXHIBIT "F"

THEREUPON, ALDERMAN ROWELL MADE A MOTION THAT THE MAYOR BE AUTHORIZED TO PURCHASE ITEM BY ITEM AT THE LOWEST AND BEST QUOTATION. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED ESTIMATE # 2 ON THE HOLLY DRIVE-OLD CORINTH ROAD PROJECT IN THE AMOUNT OF \$14,805.47.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY W T CONSTRUCTION \$14,805.47 BASED ON THE CITY ENGINEERS ESTIMATE. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED PERMISSION TO ATTEND THE MISSISSIPPI DOWNTOWN DEVELOPMENT ASSOCIATION'S SEMINAR IN NATCHEZ OCTOBER 19 & 20, 1989.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE PARTICIPATION IN THE CONFERENCE BY MAYOR GAY AND ANY OF THE ALDERMAN THAT DESIRE TO ATTEND AND TO PAY THEIR EXPENSES. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER PRORATING LARRY WATKINS, RECREATION DIRECTOR, SALARY TO TWENTY-SIX (26) PAY PERIODS.

ORDER

THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MS DEEM IT NECESSARY TO PRORATE LARRY WATKINS, RECREATION DIRECTOR'S SALARY.

IT IS THEREFORE ORDERED THAT LARRY WATKINS PAY OF \$5,759.53 BE DIVIDED INTO 26 EQUAL PAYMENTS UNTIL FURTHER ORDERS OF THE MAYOR AND BOARD OF ALDERMEN.

SO ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON THIS THE 3RD DAY OF OCTOBER, A.D. 1989.

THEREUPON, ALDERMAN SCOTT MADE A MOTION ADOPTING THE FOREGOING ORDER ADJUSTING THE MANNER IN WHICH LARRY WATKINS IS PAID. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED THE BOARD'S WISHES, CONCERNING EMPLOYING A NEW WATER AND SEWER DEPARTMENT SUPERINTENDENT DUE TO THE RESIGNATION OF ROBERT POWELL. AFTER DISCUSSION, IT WAS AGREED THAT THE MAYOR, HAVING THE SUPERINTENDING CONTROL OF ALL THE OFFICERS AND AFFAIRS OF THE MUNICIPALITY AND BEING EMPLOYED ON A FULL-TIME BASIS, THAT NO REPLACEMENT FOR THE WATER AND SEWER DEPARTMENT SUPERINTENDENT WAS NECESSARY.

SINCE THE MAYOR WOULD HAVE SUPERINTENDING CONTROL OF THE AFFAIRS OF THE WATER AND SEWER DEPARTMENT, THE FOLLOWING ORDER WAS PRESENTED:

ORDER

WHEREAS, PURSUANT TO SECTION 21-3-15(1), THE MAYOR OF THE CITY OF PETAL IS CHARGED WITH THE SUPERINTENDING CONTROL OF ALL THE OFFICERS AND AFFAIRS OF THE MUNICIPALITY, INCLUDING ALL DEPARTMENTS AND,

WHEREAS, THE MAYOR WILL NECESSARILY DEVOTE SUBSTANTIAL TIME TO THE SUPERINTENDING CONTROL OF THE AFFAIRS OF THE WATER AND SEWER DEPARTMENT, IT IS

ORDERED THAT THE MAYOR'S SALARY BE PRORATED BETWEEN THE WATER AND SEWER DEPARTMENT AND THE GENERAL FUND EFFECTIVE OCTOBER 23, 1989, UNTIL THE FURTHER ORDERS OF THE MAYOR AND THE BOARD.

SO ORDERED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, ON THIS THE 3RD DAY OF OCTOBER, A.D., 1989.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE CONTRACT FOR THE 1989 RENTAL REHAB PROGRAM.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE GRANT CONTRACT FOR THE 1989 RENTAL REHAB PROGRAM. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADJOURN.
ALDERMAN SCOTT SECONDED THE MOTION.

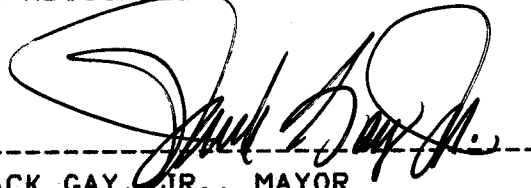
THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREBEING NO FURTHER BUSINESS THE REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN WAS ADJOURNED ON THIS THE 3RD DAY OF
OCTOBER, A.D., 1989.



JACK GAY, JR., MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

THIS SPACE LEFT

BLANK INTENTIONALLY

EXHIBIT "A"



September 29, 1989

CITY OF PETAL
Honorable Mayor and Board of Aldermen
C/O City Clerk
City Hall
Petal, Mississippi 39465

Gentlemen:

Pursuant to your request, we are pleased to quote you on CORRUGATED GALVANIZED COPPER STEEL METAL CULVERT in both Full Round and Pipe Arch, and both Asphalt Coated and Coated and Paved Invert. We are quoting on regular 2.66" Corrugation and 3"x1" Corrugation.

These price lists are attached, and we ask that they be considered part of this bid.

All of this material quoted on is guaranteed to comply with, or exceed, your Mississippi State Highway and Federal Government Specifications.

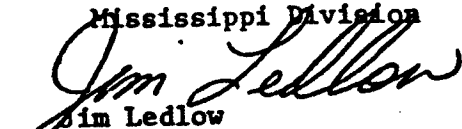
We are quoting this material for a period of FIVE MONTHS beginning October 3, 1989 and ending March 2, 1990.

CONNECTING BANDS: Narrow Bands, same as 1' of pipe
Wide Bands, same as 2' of pipe

TERMS: Net 30 Days, with interest, thereafter, at the highest legal rate.

Yours very truly,

CHOCTAW, INC.
Mississippi Division


Jim Ledlow
Vice President

State of Mississippi
Priviledge License No. 5131
Vendor's License No. 20345

1189C

Choctaw, Inc. • 3080 Lynch • P.O. Box 20579 • Jackson, MS 39209 • (601) 353-3571

Memphis, TN • Little Rock, AR • Poyen, AR • Jackson, MS • Greenwood, MS
Columbus, MS • Columbia, MS • Como, MS • Birmingham, AL • Montomerv, AL

EXHIBIT "A" CONTINUED



PAGE 2 OF 5

COPPER STEEL GALV. CORRUG. (2.66") CULVERT
PRICE PER LINEAR FOOT

JANUARY 1, 1989

<u>DIAMETER</u>	<u>GAGE</u>	<u>PLAIN GALV.</u>	<u>ASPHALT COATED</u>	<u>ASPHALT COATED &</u>
8"	16	\$ 2.66	\$ 3.26	\$ 3.78
10"	16	3.36	4.10	4.74
12"	16	4.10	4.99	5.74
15"	16	5.10	6.26	7.19
18"	16	6.11	7.50	8.60
21"	16	7.06	8.73	9.96
21"	14	8.33	9.99	11.23
24"	16	8.08	9.99	11.39
24"	14	9.48	11.39	12.79
24"	12	14.10	16.01	17.41
30"	16	10.04	12.46	14.26
30"	14	11.80	14.23	16.03
30"	12	17.55	19.98	21.78
36"	14	14.13	17.08	19.26
36"	12	21.00	23.96	26.14
36"	10	25.16	28.13	30.30
42"	14	16.44	19.90	22.56
42"	12	24.45	27.91	30.58
42"	10	29.28	32.74	35.40
48"	14	18.76	22.76	25.81
48"	12	27.90	31.90	34.95
48"	10	33.43	37.43	40.48
54"	12	31.35	35.86	39.29
54"	10	37.54	42.05	45.48
60"	12	34.80	39.81	43.60
60"	10	41.69	46.70	50.49
66"	12	38.25	43.76	47.93
66"	10	45.80	51.31	55.48
66"	8	52.60	58.11	62.28
72"	12	41.70	47.78	52.33
72"	10	49.95	56.03	60.58
72"	8	57.31	63.39	71.69
78"	10	54.11	60.83	65.91
78"	8	62.08	68.79	73.88
84"	10	58.23	65.43	70.96
84"	8	66.83	74.03	79.56
96"	8	76.38	85.59	92.68

B11890

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EXHIBIT "A" CONTINUED



PAGE 2 OF 5

COPPER STEEL GALV. CORRUG. (2.66") CULVERT
PRICE PER LINEAR FOOT

JANUARY 1, 198

<u>DIAMETER</u>	<u>GAGE</u>	<u>PLAIN GALV.</u>	<u>ASPHALT COATED</u>	<u>ASPHALT COATED</u>
8"	16	\$ 2.66	\$ 3.26	\$ 3.78
10"	16	3.36	4.10	4.74
12"	16	4.10	4.99	5.74
15"	16	5.10	6.26	7.19
18"	16	6.11	7.50	8.60
21"	16	7.06	8.73	9.96
21"	14	8.33	9.99	11.23
24"	16	8.08	9.99	11.39
24"	14	9.48	11.39	12.79
24"	12	14.10	16.01	17.41
30"	16	10.04	12.46	14.26
30"	14	11.80	14.23	16.03
30"	12	17.55	19.98	21.78
36"	14	14.13	17.08	19.26
36"	12	21.00	23.96	26.14
36"	10	25.16	28.13	30.30
42"	14	16.44	19.90	22.56
42"	12	24.45	27.91	30.58
42"	10	29.28	32.74	35.40
48"	14	18.76	22.76	25.81
48"	12	27.90	31.90	34.95
48"	10	33.43	37.43	40.48
54"	12	31.35	35.86	39.29
54"	10	37.54	42.05	45.48
60"	12	34.80	39.81	43.60
60"	10	41.69	46.70	50.49
66"	12	38.25	43.76	47.93
66"	10	45.80	51.31	55.48
66"	8	52.60	58.11	62.28
72"	12	41.70	47.78	52.33
72"	10	49.95	56.03	60.58
72"	8	57.31	63.39	71.69
78"	10	54.11	60.83	65.91
78"	8	62.08	68.79	73.88
84"	10	58.23	65.43	70.96
84"	8	66.83	74.03	79.56
96"	8	76.38	85.59	92.68

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EXHIBIT "A" CONTINUED



PAGE 4 OF 5

COPPER STEEL GALV. CORRUG. (3"x1") CULVERT PIPE JANUARY 1, 1981
PRICE PER LINEAR FOOT

<u>DIAMETER</u>	<u>GAGE</u>	<u>PLAIN GALV.</u>	<u>ASPHALT COATED</u>	<u>ASPHALT COATED</u>
36"	16	\$ 14.21	\$ 17.09	\$ 21.00
42"	16	16.80	20.18	24.73
48"	16	18.95	22.81	28.04
54"	16	21.54	25.93	31.63
60"	16	23.69	28.38	34.93
66"	16	25.85	31.06	38.23
72"	16	28.43	34.14	41.98
36"	14	16.91	19.79	23.70
42"	14	19.39	22.76	27.31
48"	14	22.28	26.14	31.36
54"	14	25.16	29.55	35.25
60"	14	27.64	32.33	38.88
66"	14	30.53	35.74	42.90
72"	14	33.41	39.13	46.96
78"	14	35.89	42.25	50.96
84"	14	38.78	45.50	55.06
90"	14	41.25	48.49	58.70
96"	14	44.14	51.88	62.75
36"	12	24.85	27.73	31.64
42"	12	28.85	32.23	36.78
48"	12	32.84	36.70	41.93
54"	12	36.84	41.23	46.93
60"	12	40.83	45.51	52.06
66"	12	44.81	50.03	57.19
72"	12	48.81	54.53	62.36
78"	12	52.81	59.18	67.89
84"	12	56.80	63.53	73.09
90"	12	60.80	68.04	78.25
96"	12	65.23	72.96	83.84
102"	12	68.79	77.05	88.44
108"	12	73.23	82.00	93.91
114"	12	77.21	86.50	99.08
120"	12	81.21	91.00	104.26
72"	10	58.75	64.46	72.30
84"	10	68.81	75.54	85.10
90"	10	73.44	80.68	90.89
96"	10	78.89	86.63	97.50
102"	10	83.09	91.35	102.74
108"	10	88.54	97.31	109.23
114"	10	93.16	102.45	115.03
120"	10	98.19	107.98	121.24
90"	8	84.99	92.23	102.44
96"	8	90.98	98.71	109.59
102"	8	96.16	104.43	115.81
108"	8	102.15	110.93	122.84
114"	8	108.13	117.41	129.99
120"	8	113.31	123.10	136.36

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EXHIBIT "A" CONTINUED



~~PAGE 5 OF 5~~ COPPER COIL GALV. CORRUG. (3"x1") CONVEY PIPE ARCH
PRICE PER LINEAR FOOT

JANUARY 1, 1989

DIAMETER	SPAN & RISE	GAGE	PLAIN GALV.	ASPHALT COATED	ASPHALT COATED 2
36"	43"x27"	14	\$ 17.20	\$ 20.08	\$ 26.63
42"	50"x31"	14	19.70	23.08	30.68
48"	58"x36"	14	22.63	26.49	35.18
54"	65"x40"	14	25.55	29.94	39.84
60"	72"x44"	14	28.08	32.76	43.73
66"	73"x45"	14	31.04	36.25	48.28
72"	81"x59"	14	34.03	39.74	52.85
78"	87"x63"	14	36.69	43.05	57.65
84"	95"x67"	14	39.74	46.46	62.15
90"	103"x71"	14	42.38	49.61	66.55
96"	112"x75"	14	45.41	53.15	71.04
36"	43"x27"	12	25.14	28.01	35.46
42"	50"x31"	12	29.16	32.54	40.14
48"	58"x36"	12	33.19	37.05	45.74
54"	65"x40"	12	37.23	41.61	51.51
60"	72"x44"	12	41.26	45.95	56.91
66"	73"x45"	12	45.33	50.54	62.56
72"	81"x59"	12	49.43	55.14	68.25
78"	87"x63"	12	53.61	59.98	74.58
84"	95"x67"	12	57.76	64.49	80.18
90"	103"x71"	12	61.93	69.16	86.10
96"	112"x75"	12	66.50	74.24	92.13
102"	117"x79"	12	70.23	78.49	97.61
108"	128"x83"	12	74.83	83.60	103.81
114"	137"x87"	12	78.98	88.26	109.46
120"	142"x91"	12	83.15	92.94	115.70
84"	95"x67"	10	69.78	76.50	92.19
90"	103"x71"	10	74.56	81.80	98.74
96"	112"x75"	10	80.16	87.90	105.79
102"	117"x79"	10	84.53	92.79	111.91
108"	128"x83"	10	90.14	98.91	119.13
114"	137"x87"	10	94.93	104.21	125.41
120"	142"x91"	10	100.13	109.91	132.68
90"	103"x71"	8	86.11	93.35	110.29
96"	112"x75"	8	92.25	99.99	117.88
102"	117"x79"	8	97.60	105.86	124.99
108"	128"x83"	8	103.75	112.53	132.74
114"	137"x87"	8	109.89	119.18	140.38
120"	142"x91"	8	115.25	125.04	147.80

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Columbus, MS • Columbia, MS • Gordo, MS • Birmingham, AL • Montgomery, AL

EXHIBIT "A" CONTINUED

CULVERTS, INC.

P. O. BOX 89, PETAL, MISSISSIPPI 39465
PHONE: HOME 583-8333 OFFICE 544-8981

Honorable Mayor & Board of Aldermen
City of Petal
P. O. Box 564
Petal, Ms 39465

Gentlemen: We are pleased to quote the attached prices on CORRUGATED METAL PIPE, for the period 1 October, 1989 through 31 March, 1990. All items quoted meet or exceed State and Federal Highway Specifications. Delivery can be made on most items in 24 hours after receipt of order.

Items quoted do not appear on current list of commodities as published by the State Department of Purchase Supervision.

All Metal culverts are made of American Steel.

We look forward to serving you, as in the past.

Respectfully Submitted

Bobbie K. Smith
Bobbie K. Smith
President

kns/BKS

"The bid herein made does not exceed the State contract price fixed by current indexed list of commodities"

State Auditors License No. 27977
State Privilege License No. 4265

EXHIBIT "A" CONTINUED

CORRUGATED METAL CULVERT

2.66x1/2" Corrugation

Diameter	Gauge	Plain	Asphalt Coated
		\$	\$
12"	16	4.25	5.04
15"	6	4.95	5.86
18"	6	5.51	7.06
21"	6	6.90	8.46
21"	4	8.50	9.99
24"	6	7.80	9.56
24"	4	9.85	11.49
24"	2	13.36	15.93
30"	16	10.01	11.85
30"	14	12.10	15.17
30"	12	16.82	19.68
36"	14	14.55	16.92
36"	12	20.26	21.49
36"	10	30.40	28.10
42"	14	16.95	19.82
42"	12	23.35	15.97
42"	10	28.70	31.28
48"	14	20.10	22.70
48"	12	26.66	30.32
48"	10	28.70	31.28
54"	12	32.00	33.60
54"	10	37.34	39.51
60"	12	37.95	42.69
60"	10	40.58	45.48
66"	12	37.95	42.69
66"	10	45.52	48.64
66"	8	55.50	60.77
72"	12	42.97	45.52
72"	10	48.28	52.81
72"	8	60.40	64.96
78"	10	51.11	58.30
78"	8	65.28	71.46
84"	10	56.33	61.85
84"	8	72.14	81.60
96"	10	65.02	72.01
96"	8	82.28	88.43

All Culvert Meets or exceeds State Highway Specifications
Bands are priced same as 1.5 Ft. of pipe.

Prices Quoted do not exceed those allowed by law.

EXHIBIT "A" CONTINUED

CORRUGATED METAL PIPE
2.66x1/2" Corrugation

ARCH PIPE

<u>DIAMETER</u>	<u>GAGUE</u>	<u>SPAN&RISE</u>	<u>PLAIN</u>	<u>ASPHALT COATED</u>
15"	16	18"x11"	5.65	6.95
18"	16	22"x13"	6.85	8.30
21"	16	25"x16"	7.80	9.20
21"	14		10.41	11.65
24"	16		N.A	N.A
24"	14	29"x18"	10.60	13.26
24"	12		14.30	17.46
30"	14	36"x22"	14.10	16.95
30"	12		18.60	21.49
36"	14	43"x27"	16.95	19.95
36"	12		22.10	26.59
42"	14		19.30	23.85
42"	12	50"x31"	25.45	29.28
42"	10		31.74	34.34
48"	14		23.06	26.30
48"	12	58"x36"	32.05	33.44
48"	10		36.72	38.79
54"	12	65"x40"	32.00	36.98
54"	10		39.72	43.29
60"	12		41.16	46.55
60"	10	73"x45"	43.77	48.06
60"	8		60.33	58.74
72"	10	88"x54"	53.83	56.85
72"	8		66.43	69.97
78"	10	87"x63"	56.55	62.23
78"	8		70.71	76.88
84"	10	95"x67"	61.31	67.82
84"	8		76.12	81.63
96"	10	122"x77"	69.71	79.33
96"	8		86.95	93.11

Culvert meets or exceeds State Highway Specifications.
Prices quoted do not exceed those allowed by law.

EXHIBIT "B"

September 26, 1989

Dear Mayor and Board of aldermen

I am presenting to you, in writing, my resignation. I will work until Friday, September 29, 1989. Then I will go on vacation the following week. Friday, October 6, 1989 will be my last day of vacation.

Thank You

Pat Sammons

EXHIBIT "G"

ROUTE 1, BOX 344
MOSELLE, MISSISSIPPI
39459

PETAL CITY OF SANITATION DEPARTMENT
HIGHWAY 11, NORTH
PETAL, MISSISSIPPI
39465

Dear Sir:

I am writing to inform you of my resignation from my previous job for the City of Petal. Due to the surrounding of my recent employment, I was unable to give my two-week notification, so would you so kindly accept this letter as my letter of resignation.

I really enjoyed my years of service in the friendly city of Petal.

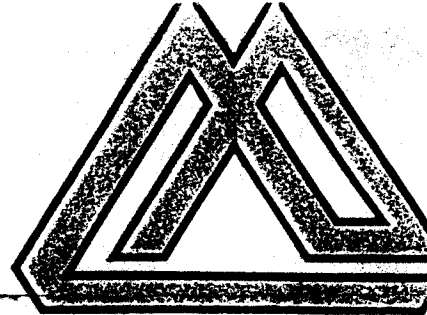
SINCERELY YOURS,

Jerry Duckworth

EXHIBIT "D"

203 CHARLES STREET
PETAL, MISSISSIPPI 39465

P. O. BOX 646
PHONE 601-544-3171



September 20, 1989

Priscilla Daniel
City Clerk
149 W. 8th Ave.
Petal, MS 39465

Priscilla Daniel; City Clerk:

I Mary B. Morgan am seeking a review for the decision that was made, by the Variance Committee on my property located at 203 Charles Street, Petal, MS. ,on which I disagree with.

I do wish to appeal to the Mayor and Board of Aldermen on the matter of the decision that was made on August 31, 1989.

I look forward to hearing from you soon on this important matter. I may be reach at 544-3172, if you should need to contact me.

Sincerely,

Mary B. Morgan
Mary B. Morgan
MBM
jjs

9/29/89 Hand delivered second time

Received by:

Priscilla A. Daniel

EXHIBIT "E"

GENERAL PROVISIONS FOR NEGOTIATED SUBCONTRACTS

1. DEFINITIONS

~~As used throughout this contract, the following terms shall have the meaning set forth below:~~

(a) "SDA/Governor" means the Service Delivery Area in the case of contracts funded under Title IIA of JTPA or the Governor in the case of contracts funded under Title III or 3% funds.

(b) The term "contracting agency" means the Mississippi Employment Security Commission (sometimes referred to as the On-The-Job Training Agency) acting as agent for the SDA/Governor.

(c) "Subcontractor" means the employer (trainingsite).

2. PAYMENTS

The subcontractor shall be paid upon submission of properly certified invoices. Payment shall be based on the total days or hours for which wages were paid under each job title. In no event shall total payments exceed the maximum amount for that job title, nor shall payments for an employee within a job title exceed the fixed cost per employee within the job title, said amounts specified elsewhere in this subcontract. Cumulative payments for a terminated employee and any substitutes therefore shall not exceed the applicable fixed unit cost per employee. No payment shall be due the subcontractor for work performed prior to the effective date or beyond the termination date of the subcontract.

3. CHANGES

The contracting agency may at any time, by written order, and without notice to the sureties, make changes within the general scope of this subcontract. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this subcontract, whether changed or not by any such order, an equitable adjustment shall be made in the subcontract price. The subcontract price and the subcontract shall be modified in writing accordingly.

Any claim by the subcontractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the subcontractor of the notification of change, or else any adjustment to which the subcontractor may have been entitled is forfeited; provided, however, that if the contracting agency decides that the facts justify such action, the agency may receive and act upon any such claim asserted at any time prior to final payment under this subcontract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this subcontract entitled "Disputes." However, nothing in this clause shall excuse the subcontractor from proceeding with the subcontract as changed.

EXHIBIT "E" CONTINUED

4. DOCUMENTATION

In the case of OJT costs, the subcontractor must:

- (a) Maintain employee time cards and/or time sheets which support the OJT hours reported on the Daily Time and Attendance Sheet or Participants Weekly Attendance Record submitted with the Monthly Progress Report/Invoice.
- (b) Maintain adequate payroll records which verify that wages and all applicable Federal, State and Local taxes have been paid.

5. AUDIT AND RECORDS

(a) The subcontractor shall maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct costs of whatever nature which have been incurred and are anticipated to be incurred for the performance of this subcontract. The foregoing constitute "records" for the purpose of this clause.

(b) The subcontractor's facilities and his records shall be subject, at all reasonable times, to inspection and audit by the contracting agency until the expiration of 3 years from the date of final payment under this subcontract. In addition, the contracting agency shall have the right to examine those books, records, documents, papers and other supporting data which involve transactions related to this subcontract or which will permit adequate evaluation of the cost of pricing data submitted, along with the computations and projections used therein.

(c) The subcontractor shall preserve and make available his records until the expiration of 3 years from the date of final payment under this contract, or of the time periods, if any, as required by applicable statute, or by other clauses of this contract or by (i) or (ii) below.

(i) If this subcontract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of 3 years from the date of any resulting final settlement.

(ii) Records which relate to (A) appeals under the "Disputes" clause of this contract, (B) litigation or the settlement of claims arising out of the performance of this subcontract, or (C) costs and expenses of this subcontract as to which exception has been taken by the contracting agency shall be retained until such appeals, litigation, claims, or exceptions have been disposed of. The records will be retained beyond the 3 years if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by these records.

(d) Failure on the part of the subcontractor to preserve and make available his records as required will result in the subcontractor being held in default of this contract and full reimbursement of all monies paid out under this contract will be made.

EXHIBIT "E" CONTINUED

6. EXAMINATION OF RECORDS

The subcontractor agrees that the Federal Government, SDA/Governor and contracting agency shall, until expiration of 3 years after final ~~payment under this subcontract have access to and the right to examine~~ any directly pertinent book, documents, papers and records of the subcontractor involving transactions related to this subcontract.

The subcontractor further agrees to include the above paragraph on all contracts/agreements which provide for goods or services for JTPA participants.

7. CONVICT LABOR

In connection with the performance of work under this contract the subcontractor agrees not to employ any person undergoing sentence or imprisonment at hard labor imposed by state or municipal criminal court. The requirement does not prohibit the employment of persons on parole or probation, Federal prisoners authorized by the Attorney General under 18 U.S.C. 4082 (c) (2) to work at paid employment during the term of their imprisonment, or persons who have been pardoned or who have served their terms.

8. TERMINATIONS

8a. TERMINATION FOR CONVENIENCE OF THE SDA/GOVERNOR

(a) The performance of work under this subcontract may be terminated in whole or from time to time in part by written notice, whenever for any reason it is determined that such termination is in the best interest of the SDA/Governor or the contracting agency.

(b) After receipt of the notice of termination, the subcontractor shall cancel his outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the subcontractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of his outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments the subcontractor agrees to (1) settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with the approval or ratification of the contracting agency, to the extent required, which approval or ratification shall be final for all purposes of this clause, and (2) assign to the SDA/Governor, in the manner, at the time, and to the extent directed by the contracting agency, all of the rights, title, and interest of the subcontractor under the order and subcontracts so terminated, in which case the SDA/Governor shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

EXHIBIT "E" CONTINUED

(c) The On-the-Job Training Agency may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the subcontractor in connection with the terminated portion of this subcontract whenever, in the opinion of the contracting agency, the aggregate of such payments is within the amount to which the subcontractor will be entitled hereunder. If the total of such payment is in excess of the amount fully agreed or determined to be due under this clause, such excess shall be payable by the subcontractor to the On-the-Job Training Agency upon demand, interest thereon shall be payable by the subcontractor to the On-the-Job Training Agency at the rate of 6 percent per annum, beginning 30 days from the date of such demand.

(d) Any disputes as to questions of fact which may arise hereunder shall be subject to the "Disputes" clause of this contract.

(e) This subcontract will be terminated by a subcontractor's release if at the end of the initial hire in period no trainees are hired as verified by the Local Job Service Office.

8b. DEFAULT

(a) The contracting agency may, subject to the provisions of paragraph (c) below, by written notice of default to the subcontractor, terminate the whole or any part of this subcontract in any one of the following circumstances:

(i) If the subcontractor fails to perform the services within the time specified herein or any extension thereof; or

(ii) If the subcontractor fails to perform any of the other provisions of this subcontract, or so fails to make progress as to endanger performance of this subcontract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the contracting agency may authorize in writing) after receipt of notice from the contracting agency specifying such failure.

(b) The subcontractor shall not be liable for any excess costs if the failure to perform the subcontract arises out of causes beyond the control and without the fault or negligence of the subcontractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government or SDA/Governor in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the subcontractor.

(c) If, after notice of termination of this subcontract under the provisions of this clause, it is determined for any reason that the subcontractor was not in default under the provisions of this clause, the subcontract shall be equitably adjusted to compensate for such termination and the subcontract modified accordingly. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this subcontract entitled "Disputes."

EXHIBIT "E" CONTINUED

(d) Failure on the part of the subcontractor to submit monthly invoices for payment within 30 days after they are due may result in the disallowance of the invoice for that month in question and absolutely no reimbursement will be made for that month. However, this will not affect reimbursement for subsequent monthly invoices, if they are submitted timely.

9. DISPUTES

(a) Except as otherwise provided in this subcontract, any dispute concerning a question of fact arising under this subcontract which is not disposed of by agreement shall be decided by the contracting agency who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the subcontractor.

The decision of the contracting agency shall be final and conclusive unless within 30 days from the date of receipt of such copy, the subcontractor mails or otherwise furnishes to the contracting agency a written appeal addressed to the SDA/Governor. The decision of the SDA/Governor or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the subcontractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the subcontractor shall proceed diligently with the performance of the subcontract and in accordance with the contracting agency's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above, provided that nothing in this subcontract shall be considered as making final the decision of any administrative official, representative, or board on a question of law.

10. CIVIL RIGHTS

The subcontractor will comply with Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000d and e) prohibiting employment discrimination; no person with responsibilities in the operation of this contract will discriminate with respect to any program participant or any applicant for participation in such program because of race, color, age, handicap, national origin, sex, political affiliation or beliefs.

11. DEBARRED CONTRACTORS

The subcontractor further assures and certifies that neither it nor any other units planned for participation in the program are listed on a debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to the contract aware of any pending action which might result in such debarment.

EXHIBIT "E" CONTINUED

12. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this subcontract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this subcontract if made with a corporation for its general benefit.

13. COVENANT AGAINST CONTINGENT FEES

The subcontractor warrants that no person or selling agency has been employed or retained to solicit or secure this subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the subcontractor for the purpose of securing business.

For breach or violation of this warranty, the Government shall have the right to annul this contract with liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. CHILD LABOR

No trainee or enrollee under 18 years of age will be employed in any occupation which the Department of Labor has found to be particularly hazardous for persons between 16 and 18 years of age. (A list of such occupations is published at 29 CFR Part 15000, Subpart E.) Any eligible trainees and enrollees under 16 years of age will be employed only in accordance with the limitations imposed by 29 CFR Part 15000, Subpart C.

15. RELOCATION OF SUBCONTRACTORS

The subcontractor agrees that the establishment in which on-the-job training will be given:

- (1) Has not been moved from any previous location later than one year prior to the effective date of this subcontract; or
- (2) Is not a branch, affiliate or subsidiary of a business entity in another location which has, at any time subsequent to the date in (1) above, relocated or expanded so as to cause an increase in unemployment or the closing down of operations in the area of original location or in any other area in which the entity conducts business operations.

16. TERMINATION OF EMPLOYEES

Termination of employees does not require Government approval. The subcontractor's rights to discipline, suspend or discharge employees shall be in accordance with the subcontractor's established rules and regulations and with any applicable collective bargaining agreement.

EXHIBIT "E" CONTINUED

17. NEPOTISM

On-the-job training subcontractors are prohibited from hiring, enrolling or promoting close relatives or dependents on this subcontract. ~~Close relatives include: child, grandchild, great grandchild, stepchild, brother, sister, half brother, half sister, stepbrother, stepsister, parent, grandparent, aunt, uncle, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or any dependent member of the household.~~

18. REVIEW AND RECONSIDERATION OF ADVERSE ACTION

Upon written request to the contracting agency by a trainee or enrollee, or upon the initiation of grievance procedures, the trainee/enrollee will be provided an opportunity to be heard in connection with a reconsideration or review of any adverse action taken against him. In the absence of a collective bargaining agreement applicable to the trainee or enrollee, and upon the issuance of a written decision by the contracting agency or appropriate designee of the contracting agency, the grievance shall be subject to review procedures permitting appeals by any party to the SDA/Governor or his duly authorized representative.

19. TRAINEE OR EMPLOYEE WAGES

Hourly wages paid to employees or trainees shall be not less than the following, whichever is higher:

(1) the minimum rate required under the Fair Labor Standards Act (including any special rate provided by certification under section 14 of the Act) to the extent that such Act is applicable to the employee or trainee;

(2) any minimum rate applicable to the employee or trainee and required under any Federal, State or Local law;

(3) the prevailing rates of pay for persons employed in similar occupations by the same employer; or

(4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or if the occupation is new to the establishment, the prevailing entrance rate from the occupations among other establishments in the community or area.

20. EMPLOYEE - TRAINEE SAFETY AND HEALTH

(a) In the performance of this subcontract, the subcontractor agrees to provide all trainees with safety and health protection which shall be at least as effective as that required under the Occupational Safety and Health Act of 1970 (29 USC 6511).

(b) Appropriate Worker's Compensation protection will be provided to all trainees under this subcontract by the subcontractor.

21. RELIGIOUS ACTIVITY PROHIBITION

Employee-trainees will not be employed on the construction, operation or maintenance of any facility which is or will be used for religious instruction or worship.

EXHIBIT ~~THE~~ CONTINUED

22. LAWS APPLICABLE

The subcontractor will perform its duties in accordance with the Job Training Partnership Act and the regulations, procedures and standards promulgated thereunder. The subcontractor will also comply with all applicable Federal and State and Local laws, rules and regulations which deal with or relate to the employment of persons who perform work or are trained under this subcontract.

This subcontract in no way relieves the subcontractor of responsibility for compliance with the provisions of the Fair Labor Standards Act, as amended.

23. DISCLOSURE OF CONFIDENTIAL INFORMATION

The subcontractor agrees to maintain the confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the subcontract and to persons having responsibilities under the subcontract, including those furnishing services to the project under subcontract.

24. TRAINEE ELIGIBILITY

Individuals eligible hereunder for this OJT program will be certified as eligible by the appropriate State Employment Service Office prior to being hired or permitted to work, with or without pay.

25. REPLACEMENTS

One (1) replacement may be hired for any trainee who terminates under this subcontract. This replacement must have at least 50% of the scheduled training length for the occupation available and be able to complete training prior to the ending date of the subcontract. The replacement trainee must be hired within 12 working days from the termination date of the initial trainee.

26. EFFECTIVE DATE

Though the effective date of this subcontract is that date reflected in Item 9 of page 1, it is agreed that no reimbursement will be made unless the subcontract is subsequently approved and signed on page 1 by an authorized official of MESC.

27. UNIFORM RELOCATION ASSISTANCE ACT OF 1970

The subcontractor will comply with provisions of the Uniform Relocation Assistance Act of 1970 (PL 91-646) which requires equitable treatment of persons displaced as a result of federal or federally assisted programs.

EXHIBIT "E" CONTINUED

28. REHABILITATION ACT OF 1973

The subcontractor will comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise ~~qualified handicapped individual in the United States shall, solely by~~ reason of his/her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.

