

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 DECEMBER 17, 1991 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY, JR
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	REUBEN CLEPPER JERRY CROWE DONALD H ROWELL BOBBY RUNNELS LEROY SCOTT
OTHERS PRESENT	BRANT CEDOTAL

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

THE INVOCATION WAS OFFERED BY MAYOR GAY.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN CLEPPER MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF THE DECEMBER 3, 1991 BE ACCEPTED AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT BUT THERE WAS NONE.

WHEREAS, MAYOR GAY PRESENTED THE APPLICATION FOR TAX EXEMPTION FROM AD VALOREM TAXES AUTHORIZED BY SECTION 27-31-101 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, FROM BRANT CEDOTAL D/B/A/ HUB CITY BRUSH COMPANY.

SEE EXHIBIT "A"

APPLICATION FOR TAX BENEFITS

THEREUPON, AFTER LENGTHY DISCUSSION, ALDERMAN CROWE MADE A MOTION TO TABLE THE APPROVAL OF THE APPLICATION UNTIL THE NEXT MEETING AND REQUESTED THAT MR CEDOTAL PROVIDE ADDITIONAL INFORMATION TO THE BOARD PRIOR TO THE MEETING OF JANUARY 7, 1992. 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 STATED THAT THE CITY WILL NEED TO ADVERTISE FOR SEALED PROPOSALS FOR PROFESSIONAL SERVICES REQUIRED FOR THE ADMINISTRATION OF THE 1991 RENTAL REHABILITATION PROGRAM.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE THE LEGAL NOTICE FOR PROFESSIONAL SERVICES FOR THE 1991 RENTAL REHABILITATION PROGRAM. 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 JEFFREY HOLLIMON, CITY PROSECUTOR EFFECTIVE DECEMBER 31, 1991.

SEE EXHIBIT "B"

LETTER OF RESIGNATION

THEREUPON, ALDERMAN CROWE MADE A MOTION TO ACCEPT THE FOREGOING RESIGNATION FROM MR HOLLIMON EFFECTIVE DECEMBER 31, 1991. 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 CONTRACT BETWEEN THE CITY OF PETAL AND THE MISSISSIPPI DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT ENERGY AND TRANSPORTATION DIVISION FOR PROFESSIONAL AND TECHNICAL SERVICES FOR THE REGIONAL RECYCLING PILOT PROJECT.

SEE EXHIBIT "C"

CONTRACT NO: 92-039-325

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE EXECUTION OF THE CONTRACTS FOR PROFESSIONAL AND TECHNICAL SERVICES FOR THE REGIONAL RECYCLING PILOT PROJECT. 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 PROOF OF PUBLICATION:

A) NOTICE TO INTERESTED PARTIES - NORMAN ENTERPRISES ROOFING COMPANY

THEREUPON, ALDERMAN RUNNELS MADE A MOTION THAT THE FOREGOING PROOF OF PUBLICATION BE ACCEPTED AND FILED. 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 PRIVILEGE LICENSE REPORT TO THE BOARD FOR THE MONTH OF NOVEMBER.

WHEREAS, MAYOR GAY PRESENTED THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF NOVEMBER TO THE BOARD.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURE REPORT. 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 THE CITY HAS RECEIVED A LETTER FROM THE MISSISSIPPI FORESTRY COMMISSION ADVISING THAT GEORGIA PACIFIC HAS COMMITTED \$15,000 STATEWIDE FOR TREE PLANTING PROJECTS AND THAT THE PROPOSALS FOR THIS PROJECT WILL NEED TO BE SUBMITTED BY JANUARY 10, 1992.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO SUBMIT AN PROPOSAL FOR A TREE PLANTING GRANT. 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 A SEMINAR "TAKE CHARGE SECRETARY" IN BEING OFFERED FEBRUARY 10, 1992 IN JACKSON, MS. AND THE COST WILL BE \$98.00 PLUS TRANSPORTATION AND LUNCH FOR THE PARTICIPANTS.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO SEND AVA PICKETT AND ONE OTHER, IF POSSIBLE, TO THE SEMINAR. 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 THE MISSISSIPPI MUNICIPAL ASSOCIATION WILL BE HOLDING THE MID WINTER LEGISLATIVE MEETING IN JACKSON, JANUARY 22-23, 1992.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO MAKE RESERVATIONS AND TO PAY THE REGISTRATION FEES FOR THOSE ATTENDING THE MID WINTER MEETING. 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 GOVERNOR HAS PROCLAIMED EITHER THE 24TH OR THE 26TH OF DECEMBER AS A LEGAL HOLIDAY AS WELL AS CHRISTMAS DAY.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE CITY EMPLOYEES TO TAKE DECEMBER 24TH AND 25TH AS THE LEGAL CHRISTMAS HOLIDAYS. 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, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOLLOWING ORDER HIRING JAMES K. DUKES, JR. AS THE CITY PROSECUTOR EFFECTIVE JANUARY 1, 1992. ALDERMAN CLEPPER SECONDED THE MOTION.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO APPOINT A CITY PROSECUTOR DUE TO THE RESIGNATION OF JEFFERY HOLLIMON.

IT IS HEREBY ORDERED THAT JAMES K. DUKES, JR. BE APPOINTED AS CITY PROSECUTOR EFFECTIVE JANUARY 1, 1992 AT AN ANNUAL SALARY OF \$5,102.94.

SO ORDERED ON THIS THE 17TH DAY OF DECEMBER, A.D., 1991.

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 DAVENPORT'S USED CARS AND REPAIR HAS COMPLETED THE REPAIR ON THE 1991 CHEVROLET POLICE CAR.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY THE INVOICE FOR THE REPAIRS TO THE 1991 CHEVROLET IN THE AMOUNT OF \$691.00. 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 STATED THAT THE REPAIRS TO THE 1988 FORD LTD POLICE CAR WILL BE COMPLETED TOMORROW AND THAT HE WOULD RECOMMEND THAT MR DAVENPORT'S INVOICE BE PAID UPON RECEIPT OF THE VEHICLE AND THE ACCEPTANCE BY THE CHIEF OF POLICE.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY MR DAVENPORT \$1,488.40 FOR THE REPAIRS TO THE 1988 FORD LTD POLICE CAR UPON ACCEPTANCE BY THE CHIEF OF POLICE. 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 STATED THAT THE TERM CONTRACT FOR ASPHALT BY THE TON AND IN PLACE WILL EXPIRE IN JANUARY.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE SIX MONTH TERM CONTRACT FOR ASPHALT BY THE TON AND IN PLACE. 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

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADJOURN.
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

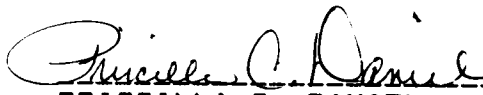
THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN WAS ADJOURNED ON THIS THE 17TH DAY OF
DECEMBER, A.D., 1991.



JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "A"

APPLICATION FOR TAX BENEFITS

APPLICATION OF BRANT CEDOTAL d/b/a
HUB CITY BRUSH COMPANY FOR EXEMPTION
FROM AD VALOREM TAXES AUTHORIZED BY
§ 27-31-101, et seq., OF THE MISSISSIPPI
CODE OF 1972, AS AMENDED

TO THE MAYOR & BOARD OF ALDERMEN OF THE CITY OF PETAL,
MISSISSIPPI

1. BRANT CEDOTAL d/b/a HUB CITY BRUSH COMPANY files this, his Application in triplicate for exemption from Ad Valorem taxation, and respectfully represents unto this Honorable Body a follows:

2. Applicant, BRANT CEDOTAL d/b/a HUB CITY BRUSH COMPANY, is a sole proprietorship and is domiciled in Forrest County, Mississippi.

3. Applicant is now operating as a brush head, wood implement and utensil manufacturer within Petal, Forrest County, Mississippi, which factory is a bona fide enterprise of public utility within the meaning of § 27-31-101, et seq., and related sections of the Mississippi Code of 1972, as amended, and previously having been granted certain exemptions in accord with the enumeration therein of:

[A] 11 factories for making furniture, springs, fixtures, utensils, machines or implements of either wood or metal, or other materials, for use in homes, hotels, schools or offices; herein seeks in like manner, the exemption from taxation of certain tangible properties constructed and being used in connection with necessary to the operation of such enterprise, within the purview of § 27-31-105, Mississippi Code Annotated (1972), as amended, the instant exemption herein being wholly without a renovation or replacement of any existing building, machinery, equipment or other type property, whether real or personal.

The applicant herein seeks, in like manner, the exemption from taxation of certain additions to or expansions of the said facilities or properties, such being used in connection with or necessary to the operation of such enterprise, within the purview of § 27-31-105, Miss. Code Ann. (1972), as amended, the instant exemption herein sought being wholly exclusive of renovation or replacement of existing building, machinery, equipment or other type property, whether real or personal;

4. The said additions and expansions were in service or completed upon the respective dates set forth in Exhibit "A" hereto within the meaning of the applicable statutes of the State of Mississippi, and therefore, the exemptions herein claimed should commence upon those said dates.

5. The additions and expansions enabled the employment of approximately two (2) additional persons.

6. The said exemptions upon the tangible property described in Exhibit "A" should be granted respectively for consecutive periods of less than five (5) years from said dates of completion, not to exceed ten (10) years;

7. The true value of all property to be subject to exemption is Ninety Thousand and Four Hundred Thirty and no/100 Dollars (\$90,430.00), as shown in an itemized list attached hereto as Exhibit "A" and made a part hereof.

PRAYER

WHEREFORE, Applicant prays that this Honorable Body enter a finding that Applicant's additions or expansions contained within this application are not by way of renovation or replacement of either real or personal property, and that the same were completed upon the respective dates as shown on Exhibit "A" hereto within the purview of the applicable laws of Mississippi; and

That Applicant be granted exemptions from Ad Valorem taxation, except state and school district Ad Valorem taxation, as provided by law for the real property described in Exhibit "A" hereto for a period of five (5) years less one (1) day, commencing on the 15th day of January, 1991, and ending on the 14th day of January 1996; and for a consecutive period for five (5) years less one (1) day commencing on the 14th day of January, 1996 and ending on the 13th day of January, 2001 as aforesaid;

For the personal property described in Exhibit "A" hereto for a period of five (5) years less one (1) day commencing on the 1st day of March, 1991 and ending on the 28th day of

EXHIBIT "A"

less one (1) day commencing on the 28th day of February, 1996 and ending on the 27th day of February, 2001 as aforesaid.

That this Honorable Body approve this Application by an Order or Resolution spread upon its minutes, declaring that such property is exempt from all Ad Valorem taxation, except state and school Ad Valorem taxation, for the periods set forth respectively, and forward the original and one certified copy of this Application and a certified transcript of such approval to the Mississippi State Tax Commission, and upon approval of such Application by the said Mississippi State Tax Commission and certification of its approval, entry of a final Order upon the minutes of this Honorable Body, granting the exemptions herein sought.

Respectfully submitted, upon this the 4th day of December, 1991.

Brant Cedotal
BRANT CEDOTAL

STATE OF MISSISSIPPI
COUNTY OF

I, the undersigned, a Notary Public in and for the aforesaid jurisdiction, hereby certify that BRANT CEDOTAL, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that he, being informed of the contents of the said instrument, executed the same voluntarily and certified the representations to be true and accurate.

GIVEN UNDER MY HAND and official seal this the 4th day of December, 1991.

Leta Jerrine Aultman
NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires Oct. 7, 1992

EXHIBIT "A"

PERSONAL PROPERTY

Personal property assets added to Hub City Brush Company's plant in service as of the 1st day of March, 1991.

DESCRIPTION	VALUE
One (1) Carlson 17 brush machine	\$45,430.00

REAL PROPERTY

Real Property assets added to Hub City Brush Company's plant completed as of the 15th day of January, 1991.

Addition to Building	\$45,000.00
TOTAL OF REAL AND PERSONAL PROPERTY	\$90,430.00

EXHIBIT "B"

JEFFREY T. HOLLIMON

ATTORNEY AT LAW

P.O. BOX 664

100 NEW RICHTON ROAD

PETAL, MS 39465-0664

(601) 582-5724

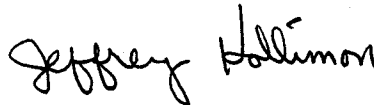
December 10, 1991

Honorable Jack Gay, Mayor, and
Petal Board of Aldermen
P. O. Box 564
Petal, MS 39465

Gentlemen:

Please accept this as my formal resignation from the job as City Prosecutor effective December 31, 1991. It has been my pleasure to serve the City of Petal in this capacity.

Sincerely yours,



Jeffrey Hollimon

JH/rj

EXHIBIT "C"

MISSISSIPPI DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
ENERGY AND TRANSPORTATION DIVISION

STATE OF MISSISSIPPI
COUNTY OF HINDS

CONTRACT NO: 92-039-325

CONTRACT
for
Professional and Technical Services

This document reflects a contractual agreement between the MISSISSIPPI DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT, ENERGY AND TRANSPORTATION DIVISION (herein referred to as MDECD/ETD) and CITY OF PETAL, MISSISSIPPI (herein referred to as CONTRACTOR) to provide services, facilities, personnel, and equipment as specified in paragraph 3, Statement of Work.

1. Purpose.

The purpose of the Contract is the development of a regional recycling pilot project involving the Cities of Hattiesburg, Laurel and Petal, Mississippi as participants in the Pine Belt Regional Solid Waste Authority. The purpose of the project is to conduct a short term, small scale recycling program as a means of initiating an ongoing regional recycling program.

2. Definitions

Pine Belt Regional Solid Waste Authority: The region consists of the counties of Covington, Forrest, Jones, Lamar, and Perry, and the cities of Hattiesburg, laurel, and petal.

Recycling Coordinator: This person will act as the overall supervisor or manager of the project.

Technical Assistant: This refers to the firm of Neel-Schaffer, Inc.

3. Statement of Work.

a. For the consideration referred to in paragraph 6, Consideration and Payment, CONTRACTOR shall provide MDECD/ETD with services, facilities, equipment, personnel, and materials as specified below:

b. Tasks

1. The Contractor will plan and coordinate the recycling project with the other participating cities in the program. The Contractor will assist in designating the recycling coordinator, who will manage the project.

Criteria: The Contractor will assist in coordinating the program with other team members (Hattiesburg and Laurel) and the technical assistant. The Contractor will designate or will help designate a recycling coordinator. The Contractor will also assist the other team members in the acquisition of program equipment which will consist of a truck, a trailer and collection containers.

2. The Contractor's representative will work in close support with the recycling coordinator and the technical assistant to promote the program and provide information and materials.

Criteria: The Contractor will be responsible for initiating a promotional campaign which will endeavor to educate the residents in the program area, recruit block captains to assist the program, and train the collection staff. The Contractor must also select the routes to be collected, distribute household containers and refine the list of data to be collected. The Contractor must also identify markets for the material to be collected, as well as conduct the first survey and the first monitoring evaluation.

3. The Contractor will conduct a nine month operation of collection of the recyclable material. The operation will be managed by the Contractor through the recycling coordinator.

Criteria: The operation phase will include the collection of the recyclables, maintenance of the project equipment and the project books as well as recording of required data primarily. There will be emphasis on a school education program, program development and promotion and development of the block captain program. Emphasis will also be placed on development of a long term funding strategy, and development of market relationships, and the conduct of two monitoring evaluations and the second project survey.

4. Submission of monthly and quarterly summary progress reports and annual BTU savings report.

Criteria: CONTRACTOR will submit quarterly and monthly progress and BTU savings report. The report should provide a comprehensive review of equipment performance, general project activities, staff presentation or papers relating to the energy aspects of this project, promotional activities, research results, and any problems encountered during the reporting period.

5. Submission of final report.

Criteria: In addition to compiling the data recorded throughout the project, analyzing and making projections from the data collected. A submission of a plan for the implementation of a long term regional recycling program. The final report should include a complete description and evaluation of accomplishments, evaluation of applicability of each investigation, failures, finds, and/or future recommendations. This report shall encompass all activities leading up to, including, and following the demonstrations.

4. Schedule.

The services, facilities, equipment, personnel, and materials referred to in paragraph 3, Statement of Work, shall be provided to MDECD/ETD by CONTRACTOR in accordance with the following schedule:

EXHIBIT "C"

- | Task | Completion Date |
|--|--|
| 1. The Contractor will plan and coordinate the recycling project with the other participating cities in the program. | On or before December 15, 1991 |
| 2. The Contractor's representative will work in close support with the recycling coordinator and the technical assistant to promote the program and provide information and materials. | On or before January 2, 1991 |
| 3. The Contractor will conduct a nine month operation of collection of the recyclable material. The operation will be managed by the Contractor through the recycling coordinator. | On or before October 31, 1992 |
| 4. Submit monthly and quarterly report and BTU saving report. | Commencing immediately upon contract initiation and continuing throughout contract period. |
| 5. The Contractor will be responsible for preparing a final report, which will provide a detailed summation of the project. | On or before December 31, 1992 |
5. Period of Performance.
The period of performance of this contract shall begin on December 15, 1991, and end no later than December 31, 1992.
6. Consideration and Payment.
A. Consideration. As consideration for the performance of this contract MDECD/ETD agrees to reimburse the CONTRACTOR an amount not to exceed \$17,645.00.

BUDGET ITEMS

Capital Equipment

Truck	\$ 5,000.00
Trailer	4,500.00
Household Containers	3,500.00
Subtotal	\$13,000.00

Operations and Maintenance

Truck

Fuel	867.00
Repairs	400.00
Tires	400.00

Trailer

Repairs	338.00
Subtotal	\$2,005.00

Overhead

Promotion	667.00
Technical Assistance	1,973.00
Subtotal	\$2,640.00

TOTAL \$17,645.00

B. Payment.

- MDECD/ETD shall pay, or make payments on, the above-mentioned consideration in accordance with the following schedule or procedure, and upon receipt of activity logs, contractual labor invoices, purchase requests and/or invoices, expense report, and other required reports.:

Event	Amount
1. The Contractor will plan and coordinate the recycling project with the other participating cities in the program.	upon receipt of invoices. \$13,000.00
2. The Contractor's representative will work in close support with the recycling coordinator and the technical assistant to promote the program and provide information and materials.	-0-
3. The Contractor will conduct a nine month operation of collection of the recyclable material. The operation will be managed by the Contractor through the recycling coordinator.	Upon receipt of project reports and other required documentation \$3,000.00
4. The Contractor will submit monthly and quarterly reports and Btu savings reports.	-0-
5. The Contractor will be responsible for preparing a final report, which will provide a detailed summation of the project	Upon receipt of all required project reports and other documentation \$1,645.00
TOTAL	\$17,645.00

- In accordance with this payment schedule, CONTRACTOR shall submit to MDECD/ETD, in such form and reasonable detail as MDECD/ETD may require, invoices supported by statements of costs incurred by CONTRACTOR in the performance of this contract and, if they are found to be in order, MDECD/ETD shall promptly cause payment to be made thereon to CONTRACTOR.

- C. Allowable Cost. Expenditures made by CONTRACTOR shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. The expenditure must be:

- Necessary in order to accomplish the project;

EXHIBIT "C"

- (2) Made in conformance with the Project Description and the project budget and all other provisions of this contract agreement;
- (3) Reasonable in amount for the goods or services purchased;
- (4) Actual net costs to CONTRACTOR (net cost meaning the price paid minus any refunds, rebates, or other items of value received by CONTRACTOR which have the effect of reducing the cost actually incurred);
- (5) Incurred and be for work performed during the period of time referred to in Paragraph 5. Period of Performance, unless specific authorization from the Associate Director of MDECD/ETD is received;
- (6) In conformance with the standards for allowability of costs set forth in Office of Management and Budget Circular A-102, incorporated herein by reference insofar as applicable hereto;
- (7) To the satisfaction of the MDECD/ETD; and,
- (8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the MDECD/ETD.

7. Ownership of Project Equipment. Unless otherwise provided by the MDECD/ETD, in writing, ownership of project equipment purchased or developed through the proceeds of this contract shall remain with the MDECD/ETD and shall be utilized for the purposes of this contract subject to the restrictions placed on such usage by the MDECD/ETD. At the conclusion of this contract, or in the event that this contract is otherwise terminated, the project equipment shall be inventoried and delivered to the MDECD/ETD as per its instructions.

8. Personnel.

a. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform this contract. Such personnel shall not be employees of or have any other contractual relationship with MDECD/ETD. All of the services required hereunder shall be performed by CONTRACTOR under MDECD/ETD supervision, and all personnel engaged in the work shall be fully qualified to the satisfaction of MDECD/ETD and shall be authorized as permitted under Federal, State and local law to perform such services.

b. Subcontract.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Associate Director of MDECD/ETD. In the event a subcontract is so approved, then the subcontractor is subject to the conditions stipulated in this contract at Paragraphs 6 through 28.

9. Termination of Contract

a. Termination for Convenience of MDECD/ETD.

1. MDECD/ETD may terminate this contract for the convenience of MDECD/ETD at any time by giving a written notice of termination to CONTRACTOR, specifying the effective date thereof. Such written notice shall be submitted by MDECD/ETD to CONTRACTOR at least thirty (30) days prior to the

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effective date of the termination. As directed by MDECD/ETD, CONTRACTOR shall forthwith (a) stop work under this contract; (b) place no further purchase orders or subcontracts; (c) cancel or terminate all current purchase orders or subcontracts; (d) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subcontracts; (e) dispose of MDECD/ETD's property in CONTRACTOR's possession as directed by MDECD/ETD; and (f) prepare for prompt submission to MDECD/ETD, CONTRACTOR's termination claim in the form and with the substantiation reasonably required by MDECD/ETD.

2. If the contract is terminated by MDECD/ETD as provided herein, CONTRACTOR will be reimbursed for its expenses actually and reasonably incurred in carrying out and terminating this contract, in no case to exceed, however, the total cost of the contract stipulated in paragraph 5, Consideration and Payment.

3. Upon termination, all finished or unfinished materials and equipment prepared by CONTRACTOR shall, at the option of MDECD/ETD, become the property of MDECD/ETD. Such finished or unfinished materials and equipment shall be delivered to MDECD/ETD, at the option of MDECD/ETD, by CONTRACTOR to MDECD/ETD within forty-five (45) days of the date of the correspondence notifying CONTRACTOR of termination.

b. Termination for Cause.

1. If, for any cause, CONTRACTOR shall fail to fulfill in a timely and proper manner under this contract, or if CONTRACTOR shall violate any of the terms of this contract, or if the funding from the Federal or State grantor agency under which this contract is made is delayed or terminated, MDECD/ETD shall thereupon have the right to terminate this contract by giving a written notice of termination to CONTRACTOR specifying the effective date thereof. Such written notice shall be submitted by MDECD/ETD to CONTRACTOR at least thirty (30) days prior to the effective date of the termination. CONTRACTOR may appeal the termination of the contract to MDECD/ETD by filing a written notice of such appeal to MDECD/ETD within fifteen (15) days of the date of the notice of termination. CONTRACTOR shall include in the notice of intent to appeal the termination, the basis of the appeal and a remedial action plan to remedy any violations cited by MDECD/ETD in the notice of termination with specific actions and dates contained therein. The acceptance by MDECD/ETD of the CONTRACTOR's remedial action plan shall suspend the thirty (30) day termination notice. The completion of the CONTRACTOR's remedial action plan shall dissolve MDECD/ETD's thirty (30) day termination notice. This provision shall not be applicable if the funding source used to support the functions of this contract is terminated. As directed by MDECD/ETD, CONTRACTOR shall forthwith accomplish steps (a) through (f) set forth in subparagraph 9.a.(1) immediately above.

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2. If CONTRACTOR is unable or unwilling to comply with any additional conditions as may be lawfully imposed by the United States of America, the State of Mississippi, or MDECD/ETD under this contract, CONTRACTOR shall have the right to terminate this contract by giving written notice to MDECD/ETD signifying the reason for noncompliance and signifying the effective date thereof. Such written notice shall be submitted by CONTRACTOR to MDECD/ETD at least thirty (30) days prior to the effective date of the termination. CONTRACTOR agrees to forfeit all materials, finished and unfinished prepared under the terms of this contract and equipment purchased under the terms of this contract to MDECD/ETD within thirty (30) days of the effective date of the termination.
- c. In the event of termination of this contract all property, data, supplies, and reports purchased or prepared by CONTRACTOR under this contract shall, at the option of MDECD/ETD, become the property of MDECD/ETD. CONTRACTOR shall not be relieved of liability to MDECD/ETD for damages sustained by MDECD/ETD by virtue of any breach of the contract by CONTRACTOR. MDECD/ETD may withhold any payment to CONTRACTOR until such time as the exact amount of damages due MDECD/ETD from CONTRACTOR is agreed upon or otherwise determined.
10. Contract Modification.

MDECD/ETD may request changes in the scope of the services of CONTRACTOR to be performed hereunder. Any such modification must be mutually agreed upon by and between MDECD/ETD and CONTRACTOR, and must be in writing, signed by the parties and incorporated as part of this contract.
11. Travel Expenses.

Expenses charged for travel shall not exceed that which would be allowed under applicable Federal, State and Local laws and regulations, including the travel guidelines promulgated by MDECD/ETD. Travel expenses are not in addition to the consideration specified at Paragraph 6 herein.
12. Publication and Publicity.
 - a. CONTRACTOR may publish results of its function and participation pursuant to this contract without prior review by MDECD/ETD, provided that (1) such publications acknowledge that the program is supported by funds granted by the U.S. DEPARTMENT OF ENERGY through MDECD/ETD, and (2) that three copies of each publication are furnished to both the U.S. DEPARTMENT OF ENERGY and MDECD/ETD.
 - b. The acknowledgment will include the U.S. DEPARTMENT OF ENERGY grant number under which the contract is awarded and the MDECD/ETD contract number.
 - c. Any publications printed by CONTRACTOR as a result of this contract will contain a statement placed conspicuously on the outside of the publication stating the cost per copy, and if applicable will include a notice providing as follows:

NOTICE

This publication results from work sponsored by an agency of the State of Mississippi through a grant from the United States Government. Neither the State of

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- Mississippi nor any agency thereof, nor any of their employees, make any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the State of Mississippi or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the state of Mississippi or any agency thereof.
13. Copyrights.

If this contract results in copyrightable material, the author is free to copyright the work, but MDECD/ETD and the U.S. DEPARTMENT OF ENERGY reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted resulting from this contract.
 14. Patents.

Any discovery or invention arising out of or developed in the course of work aided by this contract shall be promptly and fully reported to MDECD/ETD and to the U.S. DEPARTMENT OF ENERGY for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.
 15. Labor Standards.

All laborers and mechanics employed by CONTRACTOR or any of its subcontractors in the construction, alteration or repair, including painting and decorating of projects, buildings and works which are federally assisted under this contract, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.
 16. Covenant Against Contingent Fees.

CONTRACTOR warrants that no person or selling agent or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding of a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, MDECD/ETD may impose a liability, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, brokerage, or contingent fee.
 17. Discrimination in Employment Prohibited.

CONTRACTOR will not discriminate against any employee in the performance of this contract because of race, creed, color, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

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training, including apprenticeship.

18. Discrimination Prohibited.

No person in the United States shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. CONTRACTOR will comply with the Civil Rights Act of 1964, as amended, and any regulations promulgated thereto.

19. Section 504 - Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990.

The CONTRACTOR shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (P.L. 93.112, 29 U.S.C. 794 et seq); the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C. 12101-12213). The regulation of Equal Employment Opportunity Commission issued pursuant to Title I and Section 3(2), 3(3), 501, 503, 506(C), 508, 510 and 511 of the American Disabilities Act.

20. Nondiscrimination on the Basis of Handicap

The CONTRACTOR shall insure that all fixed facility construction or alteration and all new equipment included in the PROJECT comply with applicable regulations regarding Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance, set forth at 49 C.F.R. Parts 27, 37 & 38 and any amendments thereto.

21. Political Activity Prohibited.

None of the funds, materials, property, or service contributed by MDECD/ETD or CONTRACTOR under this contract shall be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

22. Religious Activity Prohibited.

There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of the contract.

23. Compliance with Federal, State and Local Laws.

CONTRACTOR shall comply with all applicable laws, and regulations of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that maybe affected by this contract.

24. Reports and Inspections.

CONTRACTOR shall make financial, program progress, and other reports as requested by MDECD/ETD or a representative of the U.S. DEPARTMENT OF ENERGY, and will arrange for on-site inspections by MDECD/ETD and U.S. DEPARTMENT OF ENERGY representatives upon request. Failure to submit required reports at the times specified in the contract may cause the contract, at the option of MDECD/ETD, to be terminated by MDECD/ETD.

25. Hold Harmless for Personal Claims.

CONTRACTOR agrees to indemnify, save and hold harmless MDECD/ETD and the State of Mississippi from and against any and all losses, claims, debts, demands, damages, suits, or actions at law, judgments, and costs including attorney's fee, or expenses on the part of any person whatsoever arising out of or attributable to the use of facilities or equipment provided to CONTRACTOR under the terms of this contract.

26. Audit Procedures.

a. Accounting Records. CONTRACTOR shall retain financial records, work reports and any other records that may be needed for purposes of audit for a period of three (3) years after final payment is made under this contract. If an audit or other action involving the records is started before the end of said three-year period, the records must be retained until all issues arising from said action are resolved, or until end of said three-year period, whatever is later.

b. Access to Records. MDECD/ETD, any state agency authorized to audit MDECD/ETD, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions.

27. Violations.

Any violation of the Statement of Work; Schedule; Period of Performance; Consideration and Payment; Terms and Conditions; or any special conditions shall result, at the option of MDECD/ETD, in MDECD/ETD (a) giving 30-days written notice to correct any such violations, or (b) canceling of this contract upon 30-days written notice, or (c) immediately voiding this contract by written notice.

28. Insurance.

CONTRACTOR represents that it has, or shall at its own expense, procure, and shall hereafter maintain, insurance, in such forms and amounts as may be approved by the Associate Director of MDECD/ETD, insuring all aspects of the CONTRACTOR obligations under the terms and condition of this contract. Further, CONTRACTOR shall insure the procurement and maintenance of such insurance by all subcontractors which are or may become engaged in work under this contract. CONTRACTOR and any subcontractors shall provide evidence of such insurance as requested by the Associate Director of MDECD/ETD.

WITNESS THE SIGNATURES OF THE PARTIES, this the _____ day of _____, 1991.

CITY OF PETAL, MISSISSIPPI



CONTRACTOR

DATE

WITNESS

MISSISSIPPI DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
ENERGY AND TRANSPORTATION DIVISION

ANDREW JENKINS
ASSOCIATE DIRECTOR

DATE