

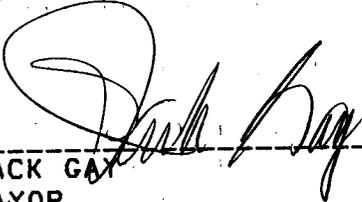
BE IT REMEMBERED THAT A PUBLIC HEARING WAS HELD ON AUGUST 5, 1991 AT 6:00 P.M. TO INFORM THE PUBLIC OF THE PROGRESS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT.

THOSE PRESENT	MAYOR JACK GAY, JR.
ALDERMEN	REUBEN CLEPPER LEROY SCOTT BOBBY RUNNELS JERRY CROWE
OTHERS	ALLEN FLYNT

DAVID DIAZ-BARRIGA, REPRESENTATIVE OF NEEL-SCHAFFER, INC., STATED THAT THE PROJECT BEGAN ON AUGUST 5, 1991 WITH THE CITY CONTRIBUTING \$721,000. TO THE CDBG FUNDS OF \$500,000. MR DIAZ-BARRIGA STATED THAT THE CONTRACTOR FOR THE PROJECT IS CARTER AND MULLINS, INC., THE ENGINEERS ARE SHOWS AND DEARMAN, INC. AND NEEL-SCHAFFER, INC. IS THE ADMINSTRATOR.

MR. DIAZ-BARRIGA STATED THAT PROJECT WILL AFFECT 246 HOUSES IN THE NORTHWEST CORNER OF THE CITY AND 391 HOUSES IN THE SOUTHWEST AND SOUTH CENTRAL SECTIONS OF THE CITY.

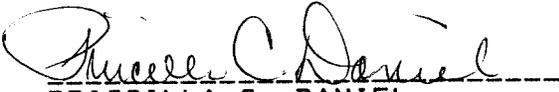
THERE WERE NO QUESTIONS CONCERNING THE PROJECT.



JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

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 AUGUST 6, 1991 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	REUBEN CLEPPER JERRY CROWE DONALD H. ROWELL BOBBY RUNNELS LEROY SCOTT
OTHERS PRESENT	ALLEN FLYNT MR AND MRS HOWARD EDWARDS MALCOLM MCDONALD CECIL CLARK GEORGE MURDOCK CHERRIE NOBLES AUBRA EVANS

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

THE INVOCATION WAS OFFERED BY THOMAS W TYNER.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN CLEPPER MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI OF JULY 16, 1991 BE ACCEPTED AS WRITTEN. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, MALCOLM MCDONALD ADDRESSED THE BOARD CONCERNING THE BOARD'S ACTION ON THE APARTMENTS ON E 5TH STREET OWNED BY JACK COOLEY WHEN THEY ALLOWED MR COOLEY TO ADD A ROOF AND BRICK AFTER MR COOLEY'S PETITION FOR REZONING WAS DENIED BY THE PETAL PLANNING COMMISSION.

THEREUPON, AFTER LENGTHY DISCUSSION, MAYOR GAY EXPLAINED THAT THE CITY HAD AFFIRMED THE PLANNING COMMISSION ACTIONS WHEN MR COOLEY WAS DENIED HIS REZONING REQUEST BUT MR COOLEY HAD REQUESTED PERMISSION TO REPAIR THE ROOF OF THE APARTMENTS BY REPLACING THE ROOF, THEREFORE WHEN HE OBTAINED A PERMIT TO REPLACE THE ROOF THE CITY INSPECTOR ISSUED A PERMIT THAT ALSO REQUIRED THAT HE BRING THE ELECTRICAL AND MECHANICAL UP TO CODE AND ALLOWED THE BRICKING OF THE APARTMENTS.

WHEREAS, DAN TOLBERT, BUILDING INSPECTOR, PRESENTED A LIST OF PROPERTY OWNERS TO THE BOARD WHICH HAVE BEEN CITED FOR UNSAFE STRUCTURES, UNSANITARY CONDITIONS OR OTHER VIOLATIONS AND THEY HAVE NOT BROUGHT THEIR PROPERTY INTO COMPLIANCE AS OF THIS DATE.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION THAT UPON EVIDENCE PRESENTED A FINDING BE MADE THAT THE PROPERTY OWNED BY JAMES R BREWER AT 538 OLD RICHTON ROAD IS CLUTTERED WITH TRASH AND JUNK CREATING A NUISANCE TO THE NEIGHBORS AND TO SET A HEARING TO DETERMINE THE STATE OF THE PROPERTY ON SEPTEMBER 3, 1991 AT 6:00 P.M. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN RUNNELS MADE A MOTION THAT THE PROPERTY OWNED BY ORVILLE M AND JUDY L LISTER AT 134 SOUTH MAIN STREET IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A NUISANCE TO THE NEIGHBORS AND TO SET A HEARING TO DETERMINE THE STATE OF THE PROPERTY ON SEPTEMBER 3, 1991 AT 6:10 P.M. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN RUNNELS MADE A MOTION THAT THE PROPERTY OWNED BY TROY FLOWERS AT 101 WAVERLY DRIVE HAS BECOME A HEALTH AND SAFETY HAZARD AND TO SET A HEARING TO DETERMINE THE STATE OF THE PROPERTY ON SEPTEMBER 3, 1991 AT 6:20 P.M. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN RUNNELS MADE A MOTION THAT THE PROPERTY OWNED BY MOLTON, ALLEN AND WILLIAMS AT 214 E 6TH AVENUE HAS BECOME A NUISANCE TO THE NEIGHBORS AND TO SET A HEARING TO DETERMINE THE STATE OF THE PROPERTY ON SEPTEMBER 3, 1991 AT 6:30 P.M. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN RUNNELS MADE A MOTION THAT THE PROPERTY OWNED BY MATTIE C. JOFFRION C/O RUTH FORD AT 1308 CARTERVILLE ROAD HAS BECOME A NUISANCE TO THE NEIGHBORS AND TO SET A HEARING TO DETERMINE THE STATE OF THE PROPERTY ON SEPTEMBER 3, 1991 AT 6:40 P.M. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MR TOLBERT REQUESTED THE BOARD'S INSTRUCTION ON THE ISSUANCE OF THE PERMIT FOR THE IMPROVEMENTS MADE BY JACK COOLEY ON HIS APARTMENTS ON E 5TH STREET.

THEREUPON, AFTER LENGTHY DISCUSSION, ALDERMAN RUNNELS MADE A MOTION NOT TO ALLOW MR COOLEY TO BRICK THE APARTMENTS AND TO REQUIRE HIM TO PUT THE DOORS AND WINDOWS BACK EXACTLY AS THEY WERE, NOT TO ALLOW ANY OTHER CHANGES IN THE STRUCTURE, TO REQUIRE ALL ELECTRICAL AND MECHANICAL TO BE BROUGHT UP TO CODE AND TO FINE THE MAXIMUM FOR EVERYTHING DONE PRIOR TO OBTAINING THE PERMIT.

THIS MOTION DIED FOR LACK OF A SECOND.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ALLOW MR COOLEY TO BRICK THE APARTMENTS AND TO REQUIRE HIM TO PUT THE DOORS AND WINDOWS BACK EXACTLY AS THEY WERE, NOT TO ALLOW ANY OTHER CHANGES IN THE STRUCTURE, TO REQUIRE ALL ELECTRICAL AND MECHANICAL TO BE BROUGHT UP TO CODE AND TO FINE THE MAXIMUM FOR EVERYTHING DONE PRIOR TO OBTAINING THE PERMIT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT CHERRIE NOBLES, DIRECTOR OF THE OUTREACH SERVICES PROGRAM OF THE WESLEY MANOR HOMEMAKER SERVICES HAS REQUESTED THE OPPORTUNITY TO EXPLAIN THEIR SERVICES TO THE PETAL COMMUNITY.

THEREUPON, MRS. NOBLES STATED THAT THE OUTREACH SERVICES CARES FOR THE HOMEBOUND FRAIL AND ELDERLY, APPROXIMATELY 35-40, IN THE CITY OF PETAL. MRS. NOBLES EXPLAINED THAT THIS PROGRAM PROVIDES LIGHT HOUSEKEEPING, COOKING, PERSONAL CARE AND INCLUDES RUNNING ERRANDS AND TAKING THE INDIVIDUALS TO THE DOCTOR AND ADVISING THEM OF THE FULL BENEFITS OF ALL OF THE PROGRAMS AVAILABLE TO PEOPLE IN THEIR CIRCUMSTANCES. MRS. NOBLES STATED THAT THE FEDERAL MONIES RECEIVED FOR THIS PROGRAM REQUIRES 25% MATCHING FUNDS AND TO CONTINUE TO MEET THE INCREASING NEEDS OF THE CITIZENS OF PETAL IT IS REQUESTED THAT THE CITY CONTRIBUTE APPROXIMATELY \$5,000.

THEREUPON, MAYOR GAY STATED THAT THE CITY WILL BE WORKING ON THE BUDGET IN THE NEXT WEEKS AND WILL ADVISE MRS. NOBLES OF THE CITY'S PARTICIPATION AS SOON AS THE FIGURES ARE AVAILABLE.

WHEREAS, MAYOR GAY PRESENTED THE FINAL ESTIMATE FOR THE CLEANING AND PAINTING OF THE 500,000 GALLON WATER TANK IN THE AMOUNT OF \$3,880. TO SMITH PAINTING AND CONSTRUCTION, INC.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADVERTISE THE NOTICE OF COMPLETION OF THE CONTRACT FOR THE CLEANING AND PAINTING OF THE WATER TANK AND AFTER THE 10 DAYS NOTIFICATION PERIOD TO PAY THE FINAL \$3,880 TO SMITH PAINTING AND CONSTRUCTION, INC. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE LETTER FROM THE PETAL PLANNING COMMISSION RECOMMENDING THE ZONING CHANGE FOR CARROLL B. BURT'S PROPERTY AT 233 NORTH MAIN STREET FROM R-2 TO C-2 BE GRANTED.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION TO GRANT MR BURT'S ZONING CHANGE AND TO ADOPT THE FOLLOWING ORDINANCE AMENDING THE ZONING ORDINANCE. ALDERMAN CLEPPER SECONDED THE MOTION.

ORDINANCE 1979 (42-A71)

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOFS OF PUBLICATION:

- A) ORDER - MOTOR VEHICLE ASSESSMENT SCHEDULE
- B) VARIANCE HEARING - STEWART B. CARTER
- C) RESOLUTION - 1990-91 AMENDED BUDGET

THEREUPON, ALDERMAN SCOTT MADE A MOTION THAT THE FOREGOING PROOFS OF PUBLICATION BE ACCEPTED AND FILED. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR APPROVAL TO OVER-LAY THE FOLLOWING LIST OF STREETS AT AN ESTIMATED COST OF \$43,852.25:

- 1) KELLY ROSE LANE (FROM OLD RICHTON RD TO NEW ASPHALT ON HILL)
- 2) 10TH AVENUE (FROM SOUTH MAIN TO BRIDGE ON GEORGE)
- 3) MORRIS STREET
- 4) WATTS DRIVE
- 5) OLD CORINTH ROAD (FROM WAYNE'S GRO TO PRIEST HOME)

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE PAVING OF THE AFOREMENTIONED STREETS. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED INVOICE # 106556 IN THE AMOUNT OF \$3,000 FROM NEEL-SCHAFFER, INC. FOR THE ADMINISTRATION OF THE CDBG SEWER IMPROVEMENT PROJECT.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY INVOICE #106556 IN THE AMOUNT OF \$3,000. TO NEEL-SCHAFFER, INC. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM THE PETAL HIGH SCHOOL BAND BOOSTERS FOR THE CITY TO PURCHASE A FULL PAGE AD IN THE FOOTBALL PROGRAM AT A COST OF \$100.00.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO PURCHASE THE AD FOR \$100.00 FROM THE PETAL HIGH SCHOOL BAND BOOSTERS. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR PERMISSION TO ATTEND THE GULF STATES RECYCLING AND MARKETING CONFERENCE IN BILOXI SEPTMBER 19-20, 1991.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE MAYOR TO ATTEND THE GULF STATES RECYCLING AND MARKETING CONFERENCE IN BILOXI SEPTMBER 19-20, 1991. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING SUBORDINATION AGREEMENT BETWEEN JOHNNY D. AND CYNTHIA PEARCE AND THE CITY OF PETAL CONCERNING PROPERTY INVOLVED IN THE RENTAL REHAB PROJECT.

SEE EXHIBIT "A"

SUBORDINATION AGREEMENT

THEREUPON, ALDERMAN RUNNELS MADE A MOTION MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED CLAIMS #17494-18126 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN ROWELL OBJECTED TO THE PAYMENT OF THE CLAIM TO FORREST COUNTY FOR THE USE OF THE FORREST COUNTY LANDFILL.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO PAY CLAIMS #17494-18126 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE REQUEST FROM NEEL-SCHAFFER, INC. FOR THE PROGRESS PAYMENT TO JACK COOLEY IN THE AMOUNT OF \$5,937.00 ON THE RENTAL REHAB PROJECT #0068000428.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY JACK COOLEY THE PROGRESS PAYMENT IN THE AMOUNT OF \$5,937.00. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

ALDERMAN CLEPPER LEFT THE MEETING.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING LETTER OF RESIGNATION FROM DARTH "SCOOTER" BORGMAN, DISPATCHER IN THE POLICE DEPARTMENT EFFECTIVE AUGUST 18, 1991.

SEE EXHIBIT "B"

LETTER OF RESIGNATION

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ACCEPT MR BORGMAN'S LETTER OF RESIGNATION EFFECTIVE AUGUST 18, 1991. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A RECOMMENDATION FROM ACTING CHIEF WAYNE MURPHY TO TRANSFER JOE KNIGHT FROM THE POSITION OF ANIMAL WARDEN TO DISPATCHER 2ND CLASS EFFECTIVE AUGUST 18, 1991.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOLLOWING ORDER TRANSFERRING JOE KNIGHT TO DISPATCHER 2ND CLASS EFFECTIVE AUGUST 18, 1991. ALDERMAN SCOTT SECONDED THE MOTION.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO APPOINT JOE KNIGHT TO THE POSITION OF DISPATCHER 2ND CLASS.

IT IS HEREBY ORDERED THAT JOE KNIGHT BE APPOINTED AS DISPATCHER 2ND CLASS EFFECTIVE AUGUST 18, 1991 AT A RATE OF \$5.40 PER HOUR.

SO ORDERED ON THIS THE 6TH DAY OF AUGUST, A.D., 1991.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE ENGINEERING CONTRACT WITH RICHARD SIMMONS FOR ENGINEERING SERVICES ON THE RAILROAD CROSSINGS.

SEE EXHIBIT "C"

CONTRACT/RICHARD SIMMONS

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING CONTRACT FOR ENGINEERING SERVICES RENDERED ON THE RAILROAD CROSSINGS. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM NEEL-SCHAFFER, INC. FOR THE CITY TO MAKE A FINAL PAYMENT TO WILLIS BOND ON HIS RENTAL REHAB PROJECT IN THE AMOUNT OF \$3,500.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION THAT THE CITY PAY WILLIS BOND THE FINAL PAYMENT OF \$3,500 ON RENTAL REHAB PROJECT NUMBER # 0068000425. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

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

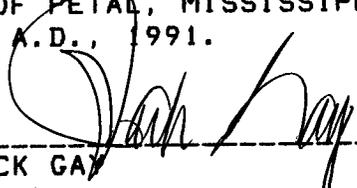
THOSE PRESENT AND VOTING "AYE":

ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY W RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 6TH DAY OF AUGUST, A.D., 1991.



JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "A"

STATE OF MISSISSIPPI :
COUNTY OF FORREST :: SUBORDINATION AGREEMENT

WHEREAS, JOHNNY D. PEARCE AND CYNTHIA PEARCE
executed to THE CITY OF PETAL
Beneficiary, a certain deed of trust with THOMAS W. TYNER
named as Trustee therein, and which deed of trust was for the
purpose of securing the principal sum of \$16,250.00, and which
is recorded in Book 747 at Page 269, of the Records of
Mortgages and Deeds of Trust on Lands on file in the office of
the Chancery Clerk of FORREST County,
Mississippi, covering the following described real property,
situate and being in the CITY OF PETAL, County of
FORREST, State of Mississippi, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

; and
WHEREAS, JOHNNY D. PEARCE AND CINDY S. PEARCE
have made application to Magnolia Federal Bank for Savings, a
corporation, for a loan in the sum of \$150,000.00;
NOW, THEREFORE, in consideration of the sum of TEN DOLLARS
(\$10.00), cash in hand paid, and other good and valuable
considerations, the receipt of which is hereby acknowledged, the
undersigned, CITY OF PETAL
Beneficiary in the hereinabove described deed of trust, does
hereby subordinate the lien of the said deed of trust to the deed
of trust executed or to be executed by the said
JOHNNY D. PEARCE AND CINDY S. PEARCE, to Magnolia Federal Bank
for Savings, a corporation, and William F. Jones, as Trustee, to
secure an indebtedness of \$150,000.00, and does hereby agree
that the rights of Magnolia Federal Bank for Savings, as
Beneficiary, shall be paramount and superior to its rights

under the said deed of trust, as well as any extensions, renewals
or future advances thereunder, and that any foreclosure of said
deed of trust by the undersigned shall not in any manner affect
the right of Magnolia Federal Bank for Savings, a corporation, as
Beneficiary, under its deed of trust.

WITNESS THE SIGNATURE of said corporation, by its duly
authorized officer on this, the 7th day of August
A.D., 1991.



JACK GAY, MAYOR
BY: CITY OF PETAL MISSISSIPPI

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in
and for said County and State, the within named, JACK GAY

who acknowledged that
as MAYOR, on behalf and by
authority of CITY OF PETAL, MISSISSIPPI

he signed, executed and delivered the above and foregoing
instrument on the day and year therein mentioned, as the act and
deed of said corporation.

Given under my hand and seal of office on this the 7TH day
of AUGUST, A.D., 19 91.



NOTARY PUBLIC

Johnny D. Pearce the grantor and hereafter, the BORROWERS, and Thomas W. Tyner of Petal, Mississippi, TRUSTEE, and the beneficiary, the CITY OF PETAL, Petal, Mississippi hereafter, the LENDER.

EXHIBIT "A"

WITNESS: That for and in consideration of the sum of one dollar and other valuable considerations, cash in hand paid before the ensembling and delivery of the Deed of Trust, receipt of which is hereby acknowledged, the BORROWERS does hereby grant, convey and warrant title to the LENDER the following described real property:

144 West 10th Street

Commence at the intersection of the East line of Western Avenue and the North line of Southern Avenue which point is also the Southwest corner of Lot 4, Block R as shown on the plat of Glenwood Subdivision as per Plat Book 7, Page 7 in the Chancery Clerk's office at the Courthouse in Forrest County, Mississippi, thence run East 155.0 feet to the point of beginning. From the point of beginning run East 136.5 feet, thence North 200.0 feet, thence West 25.0 feet, thence north 19.3 feet to the centerline of unnamed now vacated street, thence run North 51 degrees 54 minutes West along the centerline of vacated street 92.0 feet to the intersection of centerline of Wilson Street now vacated, thence run Southwest along the centerline of Wilson Street 59.0 feet, more or less, to a point due North of point of beginning, thence run South 238.5 feet to the point of beginning. Said part of land is part of the Southeast Quarter, Southeast Quarter, Section 2. Township 4 North, Range 13 West, Forrest County, Mississippi, and is part of lots 1, 2, 3, 7, 8 and 9 of Block R of said Glenwood Subdivision, Forrest County, Mississippi, together with all improvements lying thereon and appurtenances thereunto belonging.

TOGETHER with all appurtenances thereto and all the estate and rights of the BORROWERS in and to such PROJECT or in anywise appertaining thereto, all buildings and other structures now or hereafter thereon erected or installed, and all fixtures and articles of personal property now or hereafter attached to, or used in, or in the operation of, any such land, buildings or structures which are necessary to the complete use and occupancy of such buildings or structures for the purposes for which they were or are to be erected or installed, including, but not limited to, all heating, plumbing, bathroom lighting, cooling, laundry, ventilating, refrigerating, incinerating and air-conditioning

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equipment and fixtures, and all replacements thereof and additions thereto, whether or not the same are or shall be attached to such land, buildings or structures in any manner.

This conveyance of the said PROJECT is made IN TRUST to secure: (1) the reasonable costs and expenses incident to this trust; (2) the payment and observance of a certain promissory note

or even date herewith, for the principal sum of SIXTEEN THOUSAND TWO HUNDRED FIFTY Dollars (\$16,250.00) payable to the LENDER; and (3) the BORROWER's compliance with the terms and conditions of said promissory note and with the following covenants that the BORROWER will:

- (a) keep dwelling units in the PROJECT in good condition and repair, fully tenable and not to remove or demolish any dwelling unit thereon; to complete or restore promptly and in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished to the PROJECT; to comply with all laws affecting said PROJECT or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act thereon in violation of law;
- (b) provide, maintain and deliver to the LENDER evidence of fire and extended coverage insurance satisfactory to and with loss payable to the LENDER in the order and amount of the balance outstanding of the Promissory Note hereby secured; assign to the LENDER any award of damages, or portion thereof, in connection with any condemnation for public use of or injury to said PROJECT in the same manner and with the same effect as provided for payment of proceeds of fire or other insurance;
- (c) pay all taxes, assessments, utilities and other expenses of the PROJECT when due and without delinquency

and shall not permit any liens to be imposed on the PROJECT by reason of any delinquency;

- (d) not convert the dwelling units in the PROJECT to condominium ownership or to any form of cooperative ownership wherein rents are not affordable to lower income households (as these terms "affordable" and "lower income households" may be defined by the LENDER);
- (e) not discriminate against or deny occupancy to any tenant or prospective tenant by reason of their receipt of, or eligibility for, housing assistance, under any Federal, State or local housing assistance program; and not discriminate against or deny occupancy to any tenant or prospective tenant by reason that the tenant has a minor child or children who will be residing with them, unless the PROJECT be one reserved for elderly tenants;
- (f) grant the LENDER right of access and inspection of the PROJECT at reasonable times and with reasonable notice to the BORROWER;
- (g) not hereafter create, permit or suffer to be created or to exist, on or against the PROJECT, or any part hereof, any lien superior to the lien of this Deed of Trust, and will keep and maintain the same free from the claims of all parties supplying labor or materials which will enter into the construction or installation of the improvements; agree and warrant that no liens now exist on the subject property except the following described liens:

The BORROWERS hereby appoints the Trustee a true and lawful attorney in fact to manage said PROJECT and collect the rents, with full power to bring suit for collection of said rents and possession of said PROJECT, giving and granting unto the Trustee and unto his agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Trustee to make or cause to be made, any repairs that may be necessary. The said Trustee shall receive the proceeds of the rents and profits of said premises, out of which he shall pay: FIRST: Reasonable charges for collection of said rents; NEXT: General and Special Taxes and accrued principal and

interest under prior Deed of Trust due and remaining unpaid, and the remainder, if any, he shall apply toward the payment of the Note herein mentioned as it falls due.

This power of attorney and assignment of rents shall be irrevocable until this Deed of Trust shall have been satisfied and released of record and the releasing of this Deed of Trust shall act as a revocation of this power of attorney and assignment of rents. This power of attorney to collect rents shall not take effect until and unless default is made in the payment or conditions of the Note secured hereby or any extension thereof, or default in performance of any covenant in this deed contained, and shall continue only during such default or any subsequent default.

AND the Trustee hereby lets said PROJECT to the Grantor until this instrument be released and satisfied, or until default be made in payment or performance of covenants of this Deed of Trust, upon the following terms, to wit: The Grantor and every and all persons claiming or possessing such PROJECT or any part thereof, shall pay rent therefor during said term at one cent per month, payable upon demand and shall and will surrender peaceable possession of said PROJECT and any and every part thereon to Trustee immediately upon such default and without notice or demand therefor, and said Trustee may thereupon rent the same for the account of the holders of the note, until foreclosure is had and during any proceeding to redeem and then deliver possession to the purchaser at trustee's sale. PROVIDED, however, that nothing in this Deed shall be so construed as to prevent the legal holder of said note, to have and

EXHIBIT "A"

to take every legal step and means to enforce said note, without having first caused the execution of the Trust herein created.

If the BORROWERS shall well and truly perform all the terms and conditions of this Deed of Trust, and the Note secured hereby, then this conveyance shall be null and void, and shall be released or satisfied at the cost and request of the BORROWERS.

The irrevocable power to appoint a substitute Trustee or Trustees is hereby expressly granted to the LENDER, its successors and assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor. Each such appointment shall be made by a written instrument and shall be duly recorded in the proper office of the county or counties, in which the above described PROJECT is situated. Upon, such appointment, the successor Trustee shall be vested with all title, power and duties conferred upon any Trustee herein named or acting hereunder.

That no waiver of any covenant herein or of the Note secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the Note secured hereby.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto and shall inure to the successors in office of the Trustee. Whenever used, the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the BORROWERS has hereunto set his hand the day and the year first above written.

Johnny D. Pearce

5

STATE OF MISSISSIPPI
COUNTY OF FORREST

This day personally appeared before me, the undersigned authority in and for said County and State, Johnny D. Pearce who acknowledged that he signed and delivered the above and foregoing instrument of the and year therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this, the 15th day of December A. D., 1989.

Clarence W. Montgomery
NOTARY PUBLIC

My Commission Expires: My Commission Expires: 7/15/91

GRANTOR'S ADDRESS:
96 Harvest Circle
Petal, MS 39465

HOME PHONE: 601-582-2817

BUSINESS PHONE:

GRANTEE'S ADDRESS:

P. O. Box 564
Petal, Mississippi 39403

BUSINESS PHONE: (601) 545-1176

EXHIBIT "B"

TO: Mayor Gay and Board of Alderman
FROM: Dispatcher Scooter Borgman
DATE: August 1, 1991
RE: Resignation

Please except my resignation as dispatcher with the Petal Police Department. As of August 18, 1991, I will be taking on a new position with the Hattiesburg Police Department. I would like to thank you for giving me the opportunity to work for the Petal Police Department. It has been very enjoyable and fulfilling.

Sincerely,



Scooter Borgman

EXHIBIT "C"

CONSULTANT
ENGINEERING AGREEMENT

BETWEEN

THE CITY OF PETAL AND RICHARD SIMMONS, A CONSULTING
ENGINEER, FOR ALL ENGINEERING SERVICES REQUIRED ON FEDERAL AID
PROJECT NO. RRP-9333(1), FORREST COUNTY

WHEREAS, CITY OF PETAL, Mississippi, (hereinafter
referred to as the City), has made application for FEDERAL AID
funds for the construction of a RAILROAD SAFETY PROJECT, AND

WHEREAS, the program for said project designated as
FEDERAL AID Project No. RRP-9333(1), FORREST County
has been approved by the Mississippi State Highway Department
(hereinafter referred to as the Department), the Federal Highway
Administration and the City, and

WHEREAS, the City desires to employ the services of
RICHARD SIMMONS (hereinafter referred to as the Con-
sultant); Address 102 WEST FLORENCE, HATTIESBURG, MS
as Consultant on said work.

NOW, THEREFORE, The City and Consultant do enter into this
agreement subject to the approval of the Department and the Fed-
eral Highway Administration, the conditions and stipulations of
which are set out below:

I. LOCATION AND DESCRIPTION OF THE PROJECT

A: LOCATION: WEST 1ST AVE. - SCU 725593Y

B: DESCRIPTION OF PROPOSED WORK:
CONSTRUCTION ENGINEERING FOR A RAILROAD SIGNAL PROJECT

11. ENGINEERING SERVICES TO BE PERFORMED:

A. Construction Engineering Services: Construction en-
gineering services shall consist of all engineering
work involved from the contract stage through the
preparation and submission of the final claim and
supporting documents to the Chief Engineer and shall
include the following:

1. The setting of all stakes to control the work and
construction inspection and other controls to in-
sure that work is performed in accordance with the
plans and specifications.
2. The consulting engineer shall promptly verify and
recommend payment of all the Railroad Company's
claims; he shall maintain a project diary as the
official project record for each project showing
the Railroad Company's daily operations; and the
engineering personnel's daily activities by names,
function performed and hours worked. He shall
check and verify the quantities of all materials
incorporated in the project; and shall make prompt
preparation and submission of the final claim and
supporting documents to the city for approval and
payment.

The above services will be performed using railroad
plans and supporting railroad data that will be pre-
pared by others and furnished to the Consultant.

B. Basis of Payment for Engineering Services:

1. The city or Department will make payments to the
Consultant for construction engineering services.
The Consultant will submit estimates for the con-
struction engineering costs on the basis of a per-
centage of the work completed. Retainage for pro-
gressive bills will be 5%.

C. Total Costs of Engineering Services:

Payment for these services will be based on actual
construction inspection days and the corresponding
monetary payment in the Department's adopted sche-
dule of cost as shown in Appendix "B". Based on
an estimated time of 15 days the schedule cost
would be \$2740.00. The total construction engin-
eering cost shall not exceed \$4000.00.
Eligibility of the actual costs of claimed will be
determined by provisions of the Federal Procure-

EXHIBIT "C"

ment Regulations, 48 CFR, Chapter 1, Part 31, Federal Acquisition Regulation (FAR 31). A supplemental agreement may be entered into between the City and the Consultant to increase the maximum amount payable under this contract for additional labor costs provided there is a change in scope, character, or complexity of the work to be performed. This supplemental agreement must be approved by the Department and the Federal Highway Administration prior to the performance of additional work by the Consultant for which additional reimbursement will be requested.

- D. The Maintenance of Proper Records by the Consultant: The Consultant shall maintain proper accounting records, payrolls, documents, papers and other necessary data to support the cost incurred for engineering services provided by him, and shall furnish the City two (2) copies of such records to substantiate the payment for said engineering services. The Consultant shall maintain a daily diary for time worked and work accomplished for each individual performing construction engineering duties. This diary will be submitted to the City along with payroll time sheets showing the amounts paid to each man performing engineering functions. He shall likewise make such records available at all reasonable times during the contract period and for three (3) years from the date of payment of the final estimate. These records, documents, and data shall be available for inspection by the City, Department, the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- E. Beginning Time of Engineering Services: Construction engineering work shall begin on this project after notification of the approval of this agreement by the Department and the Federal Highway Administration and upon actual arrival on the project by the Railroad Company. The work shall be completed upon submission of the Consultant of the final billing for the railroad work.
- F. Ownership of Engineering and Project Records: All engineering records, including survey notes, plans and designs, the preparation and development for which the City has fully compensated the Consultant, shall become the property of the City, except the Consultant may retain a copy of all engineering data for his records.

III. MISCELLANEOUS:

Responsibilities for Claims and Liability: The Consultant shall indemnify and save harmless the City, the Department, its officers and employees from all actions, demands or responsibilities arising from, or occasioned by, any act of or omission of the Consultant, his employees, agents, or servants, resulting bodily injury, property damage or death of any party.

- B. Compliance with Title VI of the Civil Rights Act of 1964:
- (1) Compliance with Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - (2) Nondiscrimination: The Consultant, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified of the consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
 - (4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its

EXHIBIT "C"

books, records, accounts, and information, and its facilities as may be determined by

the City, the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the City, the Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the consultants' noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it, the Department or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the consultant under the contract until the consultant complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Consultant will include the provisions of Sec III, Paragraph B, Subparagraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the City, the Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the consultant may request the City and the Department to enter into such litigation to protect the interests of the City and the Department, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

(7) Minority Business Enterprises:

(a) "Policy. It is policy of the (United States) Department of Transportation (DOT) that

minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the MBE requirements of 49 CFR Part 23 apply to this agreement.

(b) "MBE Obligation. The City and the Department and the Consultant agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the City, the Department and the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The City, the Department and the Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

(c) The City shall advise each . . . Consultant . . . that failure to carry out the requirements set forth in Section 23.43(a) shall constitute a breach of contract and, after the notification by the Department or the Federal Highway Administration may result in termination of the . . . contract by the City or such remedy as the City deems appropriate.

C. Covenant Against Contingent Fees: The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price, or consideration, or otherwise recover, the full amount of

EXHIBIT "C"

such fee, commission, percentage, or service fee, gift or other contingent fee.

- D. Subletting, Assignment or Transfer of Work: The subletting, assignment or transfer of any part of these engineering services other than the testing of materials, to any other person, firm or engineering consultant is expressly prohibited.
- E. Termination of the Contract: In the event this contract is terminated by either or any of the signatories hereto, written notice thereof must be given to all parties at least thirty (30) days prior to the date of termination, giving full details and reasons for such action. Payment for engineering work performed will be on the basis of a percentage of the work completed.
- F. Delays and Extensions: Engineering services shall be performed on a reasonable schedule for both the construction contract and for the preparation of reports and estimates and final documents. Any delay for submission will be requested by letter to the Department giving reasons for the request and the approximate date proposed for submission of that data.
- G. The consultant hereby agrees to comply with all Federal, State and local laws and ordinances applicable to the work.
- H. Any disputes will be mediated by City and Consultant and concurred in by the Department.
- I. Clean Water and Air Act: The Consultant agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 308 of the Clean Water Act (33 U.S.C. 1368), and the Environmental Protection Agency Regulations (40 CFR Part 15). All violations shall be reported to the Department and to U.S.E.P.A. Assistant Administrator for Enforcement.
- J. Energy Policy and Conservation Act: The Consultant agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).
- K. Federal-Aid Highway Program Manual: The Consultant agrees to comply with all applicable policies of FHPM Volume I, Chapter 7, Section 2 and supplements which are made a part of this contract by incorporation.
- L. Cooperation with Public Engineer: The Consultant agrees to advise the designated Public Engineer of day to day operations, status of project, changed conditions, and transmit pay estimates, proposed change orders and supplemental agreements to the Public Engineer for his approval.
- M. Certification Regarding Debarment Suspension, and Other Responsibility Matters - Primary Covered Transactions: By signing this Agreement the Consultant has provided the Certification required to comply with Appendix A (49 CFR, Part 29).

This Agreement shall not void any valid contract the City may have with its Consultant, nor shall it be construed to prevent the City from exercising its authority to employ a Consultant nor shall it be construed to authorize duplicate payments to the Consultant.

This Agreement shall remain in full force and effect until it has been completed in accordance with its terms and the Rules and Regulations, or until it is terminated as herein provided. It may be terminated by either party hereto upon giving written notice for a period of at least thirty (30) days prior to the date the termination is to be effected.

Witness our signatures this the _____ day of _____, 19__.

CITY OF _____
 BY [Signature]
 Mayor
 Date 8 Aug 91

[Signature]
 Consulting Engineer
 Date 3 June 1991

RECOMMENDED FOR APPROVAL:

 James D. Quin, Chief Engineer
 Date _____

APPROVED:

 John R. Tabb, Director
 Date _____

EXHIBIT "C"

City of PETALUMA
State of Mississippi

CERTIFICATION OF CONSULTANT

I hereby certify that I am the CONSULTING ENGINEER and duly authorized representative of the firm of SIMMONS CONSULTING ENGINEERS, P.A. whose address is 102 FLORENCE ST. (P.O. BOX 1507) NATTIESBURG, MS 39403 and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement;
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Mississippi State Highway Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of the Federal-Aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date 31 July 1991 Signature Patricia S. Simmons

CERTIFICATION OF CITY

I hereby certify that I am the MAYOR of the city of PETALUMA, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this agreement involving participation of Federal-Aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date August 8, 1991 Signature Mark Gray

APPENDIX B

PURPOSE:

To estimate the amounts that may be considered for lump sum engineering agreements for railroad crossings and for installation for signals.

Estimated engineering cost for four (4) days required for some signals and crossings.

<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Professional Engineer	10	\$50.00	\$500.00
Construction Stakeout (3 man crew)	4	\$50.00	\$200.00
Inspector	20*	\$25.00	\$500.00
Total for installation requiring 4 days			\$1,200.00

* Based on inspecting 5 hours per day as being adequate for periodic inspection.

Add or deduct for additions or less days:

- 1. Inspecting 5 hrs. @\$25.00 = \$125.00
 - 2. Other associated cost (est.) \$15.00
- \$140.00

Schedule based on the above:

<u>Days Required</u>	<u>Lump Sum Amount</u>
3	\$1,060.00
4	\$1,200.00
5	\$1,340.00
6	\$1,480.00
7	\$1,620.00
8	\$1,760.00
9	\$1,900.00
10	\$2,040.00
11	\$2,180.00
12	\$2,320.00
13	\$2,460.00
14	\$2,600.00
15	\$2,740.00
16	\$2,880.00
17	\$3,020.00
18	\$3,160.00

EXHIBIT "C"

CONTRACT AGREEMENT

COVERING PAYMENT FROM STATE HIGHWAY DEPARTMENT FUNDS
FOR THE ENGINEERING SERVICES PERFORMED ON CITY PROJECTS
INVOLVING RAILROAD SAFETY PROJECTS

WHEREAS, engineering costs incurred on projects of the City of
PETAL (hereinafter referred to as the City) involving
Federal Funds administered by the Mississippi State Highway Department
(hereinafter referred to as the Department) may be paid from Department
funds, with the methods of payment to be approved by the Department, under
regulations promulgated by the Department, and

WHEREAS, the Department promulgated Rules and Regulations that set
out the basic elements of engineering services that are required on City
projects and established procedures governing the methods and limitations
of payment for these services, and

WHEREAS, these Rules and Regulations provide that the City enter into
a contract Agreement with its Consultant setting out the compensation to the
Consultant for engineering services on city work, said Agreement to be
approved by the Consultant and the Department.

NOW, THEREFORE, IT IS HEREBY AGREED by the City and RICHARD SIMMONS
_____, Consultant, that payment from Department funds for
furnishing all construction engineering services on Federal Aid projects will
not exceed ten percent (10%) of the construction cost.

IT IS AGREED by the Consultant named herein that he will perform the
engineering services in accordance with the Department's Rules and Regulations.
It is agreed that the Department will reimburse the City or Consultant at the
rates of compensation set out, and the City agrees to transmit said sums to
the Consultant upon receipt of same from the Department.

This Agreement shall not void any valid contract the City may have
with its Consultant, nor shall it be construed to prevent the City from
exercising its authority to employ a Consultant nor shall it be construed
to authorize duplicate payments to the Consultant.

This Agreement shall remain in full force and effect until it has
been completed in accordance with its terms and the Rules and Regulations,
or until ~~terminated~~ as herein provided. It may be terminated by
either party hereon upon giving written notice for a period of at least
thirty (30) days prior to the date the termination is to be effected.

Witness our signatures this the _____ day of _____, 19__.

CITY OF _____
BY [Signature]
Mayor
Date 8/15/91

[Signature]
Consulting Engineer
Date 3 June 1991

RECOMMENDED FOR APPROVAL:

James D. Quin, Chief Engineer
Date _____

APPROVED:

John R. Tabb, Director
Date _____