

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 JULY 2, 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<br>JERRY CROWE<br>BOBBY RUNNELS<br>LEROY SCOTT   |
| OTHERS PRESENT | COY COSTON<br>AUBRA EVANS<br>CHARLIE DAW<br>LLOYD WARD<br>LEE SHELBOURNE<br>PEGGY PARKER<br>ALLEN FLYNT |

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 CROWE MADE A MOTION TO ACCEPT THE MINUTES OF THE REGULAR MEETING OF JUNE 18, 1991 AS WRITTEN. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, COY JOE COSTON REQUESTED TO BE PLACED ON THE AGENDA FOR THE REGULAR MEETING OF JULY 16, 1991.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RECOMMENDATIONS FROM FIRE CHIEF AUBRA EVANS FOR RANK PROMOTIONS PURSUANT TO SUCCESSFUL TESTING OF THE FIREMEN AND OTHER REQUIREMENTS:

- A) RALPH YAWN FROM 2ND CLASS TO 1ST CLASS
- B) JIMMY BARDING FROM 2ND CLASS TO 1ST CLASS
- C) JOHN ANDERSON FROM 2ND CLASS TO CAPTAIN'S RANK
- D) JEFF GAY FROM 1ST CLASS TO 2ND LT. RANK
- E) CHRIS HORNICK 1ST CLASS TO 2ND LT. RANK

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOLLOWING ORDERS. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO APPOINT A CAPTAIN IN THE FIRE DEPARTMENT.

IT IS HEREBY ORDERED THAT AFTER SUCCESSFUL TESTING AND TENURE REQUIREMENTS JOHN ANDERSON BE APPOINTED TO THE RANK OF CAPTAIN AT A RATE OF \$7.734 EFFECTIVE JULY 11, 1991.

SO ORDERED ON THIS THE 2ND DAY OF JULY, A.D., 1991.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO PROMOTE JEFF GAY TO THE POSITION OF 2ND LT. IN THE FIRE DEPARTMENT.

IT IS HEREBY ORDERED THAT AFTER SUCCESSFUL TESTING AND MEETING TENURE REQUIREMENTS JEFF GAY BE APPOINTED TO THE RANK OF 2ND LT. AT A RATE OF \$7.058 EFFECTIVE SEPTEMBER 1, 1991.

SO ORDERED ON THIS THE 2ND DAY OF JULY, A.D., 1991.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO PROMOTE CHRIS HORNICK TO THE POSITION OF 2ND LT. IN THE FIRE DEPARTMENT.

IT IS HEREBY ORDERED THAT AFTER SUCCESSFUL TESTING AND MEETING TENURE REQUIREMENTS CHRIS HORNICK BE APPOINTED TO THE RANK OF 2ND LT. AT A RATE OF \$7.058 EFFECTIVE JULY 11, 1991.

SO ORDERED ON THIS THE 2ND DAY OF JULY, A.D., 1991.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO PROMOTE RALPH YAWN TO 1ST CLASS FIREMAN IN THE FIRE DEPARTMENT.

IT IS HEREBY ORDERED THAT AFTER SUCCESSFUL TESTING AND MEETING TENURE REQUIREMENTS RALPH YAWN BE APPOINTED TO THE RANK OF 1ST CLASS FIREMAN AT A RATE OF \$6.787 EFFECTIVE JULY 11, 1991.

SO ORDERED ON THIS THE 2ND DAY OF JULY, A.D., 1991.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO PROMOTE JIMMY BARDING TO 1ST CLASS FIREMAN IN THE FIRE DEPARTMENT.

IT IS HEREBY ORDERED THAT AFTER SUCCESSFUL TESTING AND MEETING TENURE REQUIREMENTS JIMMY BARDING BE APPOINTED TO THE RANK OF 1ST CLASS FIREMAN AT A RATE OF \$6.787 EFFECTIVE AUGUST 11, 1991.

SO ORDERED ON THIS THE 2ND DAY OF JULY, A.D., 1991.

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM THE FORREST COUNTY HUMANE SOCIETY FOR INCREASED CONTRIBUTIONS FOR THE ANIMAL SHELTER.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO TAKE THIS REQUEST UNDER ADVISEMENT. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED THE WISHES OF THE BOARD CONCERNING THE APPOINTMENT OF THE MAYOR PRO-TEM.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION THAT LEROY SCOTT BE APPOINTED TO SERVE AS MAYOR PRO-TEM UNTIL THE FIRST MEETING IN JULY OF 1992. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE RECOMMENDATION FROM THE PETAL PLANNING COMMISSION TO DENY THE ZONING CHANGE REQUESTED BY JACK AND MARY COOLEY ON THEIR PROPERTY LOCATED AT 603 E 5TH AVENUE FROM R-1 TO R-4.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ACCEPT THE RECOMMENDATION OF THE PETAL PLANNING COMMISSION TO DENY THE REZONING REQUEST OF JACK AND MARY COOLEY. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED ESTIMATE #2 FOR SMITH PAINTING AND CONTRACTING, INC. FOR THE CLEANING AND PAINTING OF THE 500,000 GALLON ELEVATED WATER TANK IN THE AMOUNT OF \$23,055.43.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY ESTIMATE # 2 IN THE AMOUNT OF \$23,055.42 TO SMITH PAINTING AND CONTRACTING, INC. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE STRIPING OF LEEVILLE ROAD, CARTERVILLE ROAD AND THE INTERSECTION OF CARTERVILLE ROAD AND SOUTH MAIN STREET WILL COST APPROXIMATELY \$2,000. IF THE CITY CAN GET THE PROPER APPROVAL FROM THE BUREAU OF PURCHASING TO USE THE COUNTY'S TERM CONTRACT FOR STRIPING.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO APPROVE THE STRIPING OF THE AFOREMENTIONED STREETS USING THE COUNTY'S TERM CONTRACT UPON THE RECEIPT OF THE APPROVAL OF THE BUREAU OF PURCHASING. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE LEGALLY BINDING AGREEMENT BETWEEN THE CITY OF PETAL AND WILLIS A BOND THAT BINDS MR BOND TO THE CONDITIONS AND PROVISIONS OF THE RENTAL REHAB PROGRAM ON HIS PROPERTY AT 505 S GEORGE STREET.

SEE EXHIBIT "A"

LEGALLY BINDING AGREEMENT

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE LEGALLY BINDING AGREEMENT BETWEEN THE CITY OF PETAL AND KEN S. TEMPLE THAT BINDS MR TEMPLE TO THE THE CONDITIONS AND PROVISIONS OF THE RENTAL REHAB PROGRAM ON HIS PROPERTY AT 406 EAST 5TH STREET.

SEE EXHIBIT "B"

LEGALLY BINDING AGREEMENT

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED THE WISHES OF THE BOARD CONCERNING THE PROPOSED AMENDMENT OF THE CITY PERSONNEL POLICY CONCERNING HOLIDAYS AND/OR PERSONAL LEAVE FOR CITY PERSONNEL.

THEREUPON, AFTER LENGTHY DISCUSSION, ALDERMAN SCOTT MADE A MOTION TO TAKE THIS MATTER UNDER ADVISEMENT. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED CLAIMS # 17293 - 17776 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY CLAIMS 17293 - 17776 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM CARROLL BURT FOR A ZONING CHANGE ON HIS PROPERTY AT 233 NORTH MAIN STREET FROM R-2 TO C-2.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO SET MR BURT'S ZONING HEARING FOR JULY 23, 1991 AT 7:00 P.M. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER FOR THE ADOPTION OF THE MOTOR VEHICLE ASSESSMENT SCHEDULE.

SEE EXHIBIT "C"

ORDER - MOTOR VEHICLE ASSESSMENT SCHEDULE

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDER AND AUTHORIZE THE PUBLICATION OF THE ORDER. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE CITY OF PETAL HAS RECEIVED NOTIFICATION OF THE APPROVAL OF THE PROPOSAL SUBMITTED UNDER THE AMERICA THE BEAUTIFUL URBAN AND COMMUNITY FORESTRY CHALLENGE GRANT PROGRAM PENDING THE EXECUTION OF THE APPROPRIATE FORMS AND AGREEMENTS.

SEE EXHIBIT "D"

AMERICA THE BEAUTIFUL PROGRAM AGREEMENT

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT FAYE PATTERSON HAS NOTIFIED HIM THAT ADDITIONAL FUNDS ARE AVAILABLE FOR THE CONSTRUCTION OF HOUSING FOR THE ELDERLY, A PROGRAM FOR WHICH THE CITY WAS TURNED DOWN LAST YEAR AND REQUESTED THE WISHES OF THE BOARD.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION FOR THE MAYOR TO EXECUTE THE PROPER FORMS REQUIRED FOR THE CITY TO MAKE APPLICATION FOR THIS PROGRAM AGAIN THIS YEAR. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN CROWE MADE A MOTION FOR THE MEETING TO BE CLOSED TO DETERMINE WHETHER THERE IS A NEED TO DECLARE AND EXECUTIVE SESSION. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, THE MEETING WAS REOPENED AND ALDERMAN CROWE MADE A MOTION TO ENTER INTO EXECUTIVE SESSION TO DETERMINE THE CRITERIA BY WHICH A POLICE CHIEF WILL BE SELECTED AFTER THE IMPENDING RESIGNATION OF CHIEF HENRY BOUNDS. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER INCREASING THE RATE OF PAY FOR GREG TAYLOR IN THE STREET DEPARTMENT TO \$5.25 PER HOUR EFFECTIVE JULY 11, 1991.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO INCREASE THE SALARY OF GREG TAYLOR IN THE STREET DEPARTMENT.

IT IS HEREBY ORDERED THAT GREG TAYLOR'S RATE OF PAY BE INCREASED TO \$5.25 PER HOUR EFFECTIVE JULY 11, 1991.

SO ORDERED ON THIS THE 2ND DAY OF JULY, A.D., 1991.

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER INCREASING THE RATE OF PAY FOR JAMES K BOSHART TO \$5.25 PER HOUR EFFECTIVE JULY 11, 1991.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO INCREASE THE RATE OF PAY FOR JAMES K BOSHART.

IT IS HEREBY ORDERED THAT THE RATE OF PAY FOR JAMES K. BOSHART BE INCREASED TO \$5.25 EFFECTIVE JULY 11, 1991.

SO ORDERED ON THIS THE 2ND DAY OF JULY, A.D., 1991.

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED ESTIMATE # 1 FOR THE CONTRACT WITH BETWEEN THE CITY OF PETAL AND THE MISSISSIPPI STATE HIGHWAY DEPARTMENT FOR THE INSTALLATION OF THE TRAFFIC SIGNAL AT THE INTERSECTION OF MAIN STREET AND CENTRAL AVENUE IN THE AMOUNT OF \$10,942.10.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO APPROVE ESTIMATE # 1 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE ESTIMATE AND UPON RECEIPT OF THE FUNDS FROM THE HIGHWAY DEPARTMENT TO AUTHORIZE THE CITY CLERK TO PAY MATHIEU ELECTRIC CO. \$10,942.10. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

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

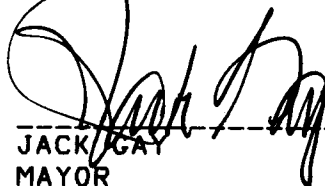
THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER  
ALDERMAN JERRY CROWE  
ALDERMAN BOBBY W RUNNELS  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

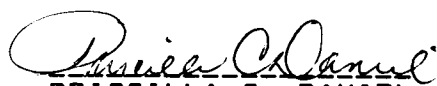
NONE

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 2ND DAY OF JULY, A.D., 1991.

  
-----  
JACK GAY  
MAYOR

(SEAL)

ATTEST:

  
PRISCILLA C. DANIEL  
CITY CLERK



## EXHIBIT "A"

LEGALLY BINDING AGREEMENT  
CITY OF PETAL  
RENTAL REHABILITATION PROGRAM

This agreement is between the City of Petal, Mississippi, Post Office Box 564, Petal, Mississippi 39465 (the "City") and  
Willis A. Bond, 408 Ford Drive, Petal, Mississippi 39465

( "the undersigned" ).

For value received, the undersigned promises to pay the City of Petal a sum equal to the amount loaned to the undersigned through the City of Petal's Rental Rehabilitation Program, such sum not to exceed \$8,500.00. A ten percent (10%) portion of said principal will be forgiven on an annual basis provided the following conditions are met.

By participating in the City's Rental Rehabilitation Program and receiving the financial benefit of the loan, the undersigned agrees to the following conditions:

1. That there will be no conversion of project housing units to condominium ownership or any form of cooperative assistance, and that there will be no discrimination against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any federal, state or local program; both of the above conditions to be in effect for a period of ten (10) years from the date of completion of the rehabilitated unit(s).
2. That the undersigned will perform or have performed the work necessary to bring the project unit(s) into compliance with applicable City codes, and, that in order to receive the loan funds, such work will be done to the satisfaction of the City of Petal, requirements of the HUD Housing Quality Standards, and the State of Mississippi's department of Community Development. In so agreeing, the undersigned also agrees to provide written documentation of all costs and/or labor expended in performing such work. Failure to provide such sufficient documentation will adversely affect the loan amount the owner would receive. By signing this agreement, the undersigned understands that the loan amount must be matched dollar-for-dollar by the undersigned, with the maximum loan amount not to exceed \$ 8,500.00, unless otherwise approved by the State of Mississippi's Department of Community Development.
3. Prior to receipt of any Rental Rehabilitation loan funds by the undersigned, work performed will be inspected and approved by the City and written documentation of expenses provided to the City by the undersigned. Upon completion of all work to be performed a final inspection will be made by the City, the Mississippi Regional Public Housing Authority, and the State, and upon approval of the above entities, final release of loan funds will be made to the undersigned, subject to the other conditions of this and other agreements. "Progress payments" may be made to the owner at, for example, the half-way point of a project rehabilitation, provided the terms of this condition are met.
4. If the undersigned does not complete the project rehabilitation on the unit(s), any Rental Rehabilitation loan funds the undersigned has received will become due and payable in full. The deadline for completion of project(s) is September 12, 1991, unless an extension is granted by the City. Requests for extensions must be made in writing and received by the City by August 20, 1991. Work on projects must commence within 90 days after the Pre-rehabilitation Report is filed by the City with HUD.
5. The City's Tenant Assistance Policy will be followed by the undersigned in the event of displacement of a tenant; and, affirmative marketing of vacancies will be done if applicable.
6. Building permits will be obtained from the City through the established procedure.
7. No lead-based paint will be used in the rehabilitation of units; federal regulations concerning this matter will be followed.
8. By signing this agreement, undersigned states that he/she has title to the property to be rehabilitated, and, that, in the event the undersigned sells or conveys the property, the new owner must agree to comply with the terms of the Rental Rehabilitation agreements. Failure to obtain this agreement from the new owner, and with the concurrence of the City, will result in the remaining portion of the loan becoming due and payable in full by the undersigned.
9. The undersigned will keep and maintain books, records and other documents relating directly to the receipt and disbursement of Rental Rehabilitation funds, and any

EXHIBIT "A"

Community Development, the U.S. Department of Housing and Urban Development (HUD) and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records and any other documents of the undersigned, and have access to any portion of the project in which the undersigned is involved, until the completion of all close-out procedures respecting the City's Rental Rehabilitation grant and the final settlement and conclusion of all issues arising out of this grant.

- 10. The undersigned agrees to maintain the housing units listed below in a safe, decent, and sanitary condition throughout the term of this agreement. Failure to do so and subsequent failure to correct condition(s) can result in repayment of the remaining balance of the loan from that point in the term of the agreement.
- 11. The undersigned agrees that rents for the units listed below will be and remain generally affordable to lower income families. Failure to maintain rents affordable to lower income families may jeopardize the opportunity for the undersigned to participate in any subsequent or further Rental Rehabilitation projects.
- 12. At the time the project is completed, the City and the undersigned shall execute a promissory note for the loan to be secured by a deed of trust filed for record for the loan amount, said promissory note to be for a period of ten (10) years.
- 13. Failure by the undersigned to adhere to the above conditions will result in the City requiring the undersigned to repay the loan. If all conditions are met, the loan is forgiven at the rate of ten percent (10%) per year.

The property or properties to be rehabilitated by the undersigned are as follows:

505 S. George Street, Petal, Mississippi 39465

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Single Family 3 bedroom house

---

in Petal, Mississippi.

AGREED to, this date, by

CITY OF PETAL

Jack Gay, Jr.  
Mayor

Attest:

*Primer Daniels*

Date

7-3-91

UNDERSIGNED/OWNER

*Willis A. Bond*

Attest:

*Craig High*

Date

7-3-91

## EXHIBIT "B"

LEGALLY BINDING AGREEMENT  
CITY OF PETAL  
RENTAL REHABILITATION PROGRAM

This agreement is between the City of Petal, Mississippi, Post Office Box 564, Petal, Mississippi 39465 (the "City") and  
Ken S. Temple, 1020 Sunrise Road, Petal, Mississippi 39465

( "the undersigned" ).

For value received, the undersigned promises to pay the City of Petal a sum equal to the amount loaned to the undersigned through the City of Petal's Rental Rehabilitation Program, such sum not to exceed \$7,500.00. A ten percent (10%) portion of said principal will be forgiven on an annual basis provided the following conditions are met.

By participating in the City's Rental Rehabilitation Program and receiving the financial benefit of the loan, the undersigned agrees to the following conditions:

1. That there will be no conversion of project housing units to condominium ownership or any form of cooperative assistance, and that there will be no discrimination against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any federal, state or local program; both of the above conditions to be in effect for a period of ten (10) years from the date of completion of the rehabilitated unit(s).
2. That the undersigned will perform or have performed the work necessary to bring the project unit(s) into compliance with applicable City codes, and, that in order to receive the loan funds, such work will be done to the satisfaction of the City of Petal, requirements of the HUD Housing Quality Standards, and the State of Mississippi's department of Community Development. In so agreeing, the undersigned also agrees to provide written documentation of all costs and/or labor expended in performing such work. Failure to provide such sufficient documentation will adversely affect the loan amount the owner would receive. By signing this agreement, the undersigned understands that the loan amount must be matched dollar-for-dollar by the undersigned, with the maximum loan amount not to exceed \$7,500.00, unless otherwise approved by the State of Mississippi's Department of Community Development.
3. Prior to receipt of any Rental Rehabilitation loan funds by the undersigned, work performed will be inspected and approved by the City and written documentation of expenses provided to the City by the undersigned. Upon completion of all work to be performed a final inspection will be made by the City, the Mississippi Regional Public Housing Authority, and the State, and upon approval of the above entities, final release of loan funds will be made to the undersigned, subject to the other conditions of this and other agreements. "Progress payments" may be made to the owner at, for example, the half-way point of a project rehabilitation, provided the terms of this condition are met.
4. If the undersigned does not complete the project rehabilitation on the unit(s), any Rental Rehabilitation loan funds the undersigned has received will become due and payable in full. The deadline for completion of project(s) is September 13, 1991, unless an extension is granted by the City. Requests for extensions must be made in writing and received by the City by August 20, 1991. Work on projects must commence within 90 days after the Pre-rehabilitation Report is filed by the City with HUD.
5. The City's Tenant Assistance Policy will be followed by the undersigned in the event of displacement of a tenant; and, affirmative marketing of vacancies will be done if applicable.
6. Building permits will be obtained from the City through the established procedure.
7. No lead-based paint will be used in the rehabilitation of units; federal regulations concerning this matter will be followed.
8. By signing this agreement, undersigned states that he/she has title to the property to be rehabilitated, and, that, in the event the undersigned sells or conveys the property, the new owner must agree to comply with the terms of the Rental Rehabilitation agreements. Failure to obtain this agreement from the new owner, and with the concurrence of the City, will result in the remaining portion of the loan becoming due and payable in full by the undersigned.
9. The undersigned will keep and maintain books, records and other documents relating directly to the receipt and

EXHIBIT "B"

Community Development, the U.S. Department of Housing and Urban Development (HUD) and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records and any other documents of the undersigned, and have access to any portion of the project in which the undersigned is involved, until the completion of all close-out procedures respecting the City's Rental Rehabilitation grant and the final settlement and conclusion of all issues arising out of this grant.

- 10. The undersigned agrees to maintain the housing units listed below in a safe, decent, and sanitary condition throughout the term of this agreement. Failure to do so and subsequent failure to correct condition(s) can result in repayment of the remaining balance of the loan from that point in the term of the agreement.
- 11. The undersigned agrees that rents for the units listed below will be and remain generally affordable to lower income families. Failure to maintain rents affordable to lower income families may jeopardize the opportunity for the undersigned to participate in any subsequent or further Rental Rehabilitation projects.
- 12. At the time the project is completed, the City and the undersigned shall execute a promissory note for the loan to be secured by a deed of trust filed for record for the loan amount, said promissory note to be for a period of ten (10) years.
- 13. Failure by the undersigned to adhere to the above conditions will result in the City requiring the undersigned to repay the loan. If all conditions are met, the loan is forgiven at the rate of ten percent (10%) per year.

The property or properties to be rehabilitated by the undersigned are as follows:


406 East 5th Street

Single Family 3 bedroom house

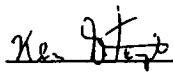
in Petal, Mississippi.

AGREED to, this date, by

CITY OF PETAL

  
Jack Gay, Jr.  
Mayor

UNDERSIGNED/OWNER

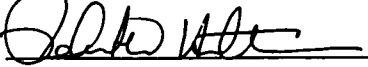


Attest:



7-3-91  
Date

Attest:



7-3-91  
Date

EXHIBIT "C"

ORDER

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, having received from the Mississippi State Tax Commission, a copy of the Motor Vehicle Assessment Schedule, adopted by said Commission for the fiscal year 1991-92.

WHEREAS, the Mayor and Board of Aldermen of said City have examined and considered the aforementioned assessment schedule and desire to adopt the same for said City in assessing and collecting ad valorem taxes on Motor Vehicles for the ensuing year;

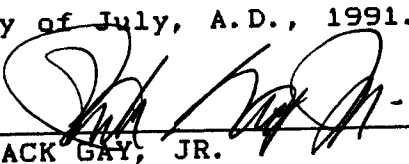
WHEREAS, the Mayor and Board of Aldermen are also desirous for the County Tax Collector to collect the City of Petal's Motor Vehicle Ad Valorem taxes as stated in Section 27-51-29 of the Mississippi Code of 1972, as annotated and recompiled;

IT IS THEREFORE ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi, that;

The Motor Vehicle Assessment Schedule for the fiscal year 1991 and 1992 adopted by the Mississippi State Tax Commission under the provisions of the Motor Vehicle Ad Valorem Act of 1958, as amended by the laws of 1960, (being Section 27-51-21 of the Mississippi Code of 1972, annotated and amended), is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Petal, Mississippi for the ensuing fiscal year.

A regular meeting of the Mayor and Board of Aldermen of the City of Petal, Mississippi, will be held in the City Hall of said City at 7:00 P.M., Tuesday July 16, 1991 for the purpose of hearing and taking action on any complaint or objection filed in writing objecting to and petitioning for a specified reduction of any portion or portions of said Motor Vehicle Assessment Schedule affecting the complainant directly.

SO ORDERED on this the 2nd day of July, A.D., 1991.

  
\_\_\_\_\_  
JACK GAY, JR.  
MAYOR

(SEAL)

ATTEST:

  
\_\_\_\_\_  
PATRICIA C. DANIEL

EXHIBIT A  
AMERICA THE BEAUTIFUL PROGRAM AGREEMENT

BETWEEN

THE MISSISSIPPI FORESTRY COMMISSION (MFC)

and

City of Petal

I. Project Name

City of Petal-America The Beautiful Urban Forestry Project

II. Situation and Justification

In 1991, Congress appropriated \$21.185 million to be utilized in carrying out the purposes of the urban and community forestry portion of the 1990 Farm Bill. Among these purposes is the implementation of a competitive matching grant program for which Mississippi is eligible to receive up to \$140,000. The projects carried out under this agreement fulfill this purpose.

Other purposes of the urban and community forestry program identified in the Farm Bill include:

- improve understanding of the benefits of preserving existing tree cover in urban areas and communities;
- encourage private owners to maintain trees and expand forest cover on their properties;
- provide educational programs and technical assistance to state and local organizations in maintaining forested lands and individual trees in urban and community settings and identifying appropriate tree species and sites for expanding forest cover;
- provide assistance through competitive matching grants;
- implement a tree planting program to complement urban and community tree maintenance and open space programs and to reduce carbon dioxide emissions, conserve energy and improve air quality in addition to provide other environmental benefits;
- promote the establishment of demonstration projects in selected urban and community settings to illustrate the benefits of maintaining and creating forest cover and trees;
- enhance the technical skills and understanding of sound tree maintenance of individuals involved in the planting, development and maintenance of urban and community forests and trees;
- expand existing research and educational efforts intended to improve understanding of the urban forests;
- promote volunteerism and involvement of non-profit organizations in carrying out urban and community forestry programs.

III. Statement of work

As described in project proposal and agreed upon herein Attachment A.

IV. Period of Performance

The proposed project shall begin July 1 1991 and will end not later than March 31 1992.

V. Consideration and Payment

A. Consideration: As consideration for the performance of this agreement, MFC agrees to pay City of Petal 50% of the cost of the project up to the maximum amount of \$ 6,212.80.

B. Payment: MFC shall pay or make payments on, the above mentioned consideration upon:

1. Completion of work as stated in Section III Statement of Work.
2. Presentation of required documentation including:
  - a. billing invoice
  - b. signed Certification of Completion
  - c. required reports
  - d. after January 1, 1992.

VI. Reports and Evaluation

City of Petal will develop one project completion report based on the Statement of Work specified in Section III of this agreement.

VII. Special Reports

Species and site details are required to be submitted to and approved by the MFC prior to purchase and installation of trees

VIII. Records

City of Petal agrees to maintain adequate records and documentation for all expenditures claimed and agrees to provide this information upon request for a period up to three (3) years from project completion.

IX. Signatures of acceptance of the agreement.

Mississippi Forestry Commission

|                                      |                     |
|--------------------------------------|---------------------|
| <u>[Signature]</u><br>State Forester | June 28, 1991       |
| <u>[Signature]</u><br>Witness        | Date <u>6-28-91</u> |

|   |                    |
|---|--------------------|
| <u>City of Petal</u><br>Organization      |                    |
| <u>[Signature]</u><br>Signature and Title | Date <u>7-3-91</u> |
| <u>[Signature]</u>                        | Date <u>7-3-91</u> |

EXHIBIT "D"

OMB APPROVAL NO.  
0091-0002

**U.S. DEPARTMENT OF AGRICULTURE**

**CERTIFICATION REGARDING  
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)  
ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act Of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part - 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

**Alternative I**

(A) The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about-
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and

**U.S. DEPARTMENT OF AGRICULTURE**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

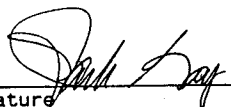
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CITY OF PETAL, MISSISSIPPI  
Organization Name

PR/Award Number or Project Name

Jack Gay, Jr. MAYOR  
Name and Title of Authorized Representative

Signature 

7-3-91  
Date

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