

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 JUNE 4, 1991 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT

MAYOR JACK GAY, JR.

ALDERMEN

REUBEN CLEPPER  
JERRY CROWE  
DONALD H ROWELL  
BOBBY RUNNELS  
LEROY SCOTT

OTHERS PRESENT

CARL JOHNSTON  
KATHERINE PITTMAN  
DR MIKE WEAVER  
DERRYL SMITH  
JENNY KING  
AUBRA EVANS  
LLOYD WARD  
PEGGY PARKER

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

THE INVOCATION WAS OFFERED BY BOBBY RUNNELS.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN CLEPPER MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF MAY 21, 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, CARL JOHNSTON A RESIDENT ON CENTRE CIRCLE ADDRESSED THE BOARD CONCERNING A LOT THAT ADJOINS CENTRE CIRCLE THAT IS IN A VERY UNSANITARY CONDITION. MR JOHNSTON STATED THAT THEY HAVE OBSERVED SNAKES COMING FROM THAT LOT AND IT PRESENTS OTHER HEALTH PROBLEMS AS WELL.

THEREUPON, MAYOR GAY STATED THAT HE WOULD PASS THIS INFORMATION ALONG TO THE CITY INSPECTOR FOR HIS REVIEW OF THE SITUATION.

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO OPEN AND READ THE SEALED PROPOSALS FOR THE PLANNING OF THE 1991 CDBG PROGRAM. THE PROPOSALS READ AS FOLLOWS:

SEE EXHIBIT "A"

NEEL-SCHAFFER, INC.  
P O BOX 982  
HATTIESBURG, MISSISSIPPI 39401

SCOTT T WHEELER & ASSOCIATES, PLANNING CONSULTANTS  
P O BOX 921  
SUITE 412 FAULKNER BUILDING  
HATTIESBURG, MISSISSIPPI 39401

THEREUPON, ALDERMEN RUNNELS MADE A MOTION TO TAKE THE FOREGOING PROPOSALS UNDER ADVISEMENT TO ALLOW THE COMMITTEE TO RATE AND RANK THE PROPOSALS. ALDERMEN 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, KATHERINE PITTMAN A REGISTERED NURSE AND CERTIFIED OCCUPATIONAL NURSE REPRESENTS THE WORK WELL, OCCUPATIONAL HEALTH AND SAFETY PROGRAM WITH THE METHODIST HOSPITAL, AS A LIAISON BETWEEN BUSINESSES AND THE HOSPITAL. MS. PITTMAN STATED THAT THE WORK WELL PROGRAM IS A NO COST PROGRAM TO THE CITY WHICH WOULD HANDLE WORKERS COMPENSATION INJURIES, DOES EMPLOYEE BLOOD PRESSURE SCREENS AND CAN IN SOME CASES DETECT EARLY MEDICAL PROBLEMS WHICH CAN ALLOW PREVENTIVE MEASURES.

WHEREAS, DR WEAVER, A PHYSICIAN WITH THE WESLEY SYSTEMS STATED THAT OTHER SERVICES OFFERED ARE PRE-EMPLOYMENT PHYSICALS WHICH WOULD SCREEN PROSPECTIVE EMPLOYEES FOR LIMITATIONS FOR A PARTICULAR JOB DESCRIPTION, AS WELL AS DRUG SCREENS. DR WEAVER STATED THAT THE OBJECTIVE OF THE WORK WELL PROGRAM WHEN DEALING WITH A WORKERS COMPENSATION CASE WOULD BE THE TREATMENT OF THE EMPLOYEE, A FOLLOW-UP, NOTIFICATION TO THE EMPLOYER AND TO GET THE EMPLOYEE BACK ON THE JOB AS SOON AS POSSIBLE.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ENTER INTO THE WORK WELL PROGRAM FOR THE BENEFIT OF THE CITY EMPLOYEES AND WELL AS THE CITY. 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, DERRYL SMITH, LAW ENFORCEMENT CO-ORDINATOR FOR THE U.S. ATTORNEY'S OFFICE OF THE SOUTHERN DISTRICT ADDRESSED THE BOARD CONCERNING TRAINING THAT IS OFFERED THE STATE AND LOCAL LAW ENFORCEMENT OFFICERS THROUGH HIS OFFICE AND THE ADVANTAGES OF HANDLING DRUG CASES THROUGH THE FEDERAL COURT SYSTEMS AS OPPOSED TO THE STATE SYSTEM BECAUSE THE FEDERAL FORFEITURE LAW ALLOWS A GREATER PERCENTAGE TO BE RETURNED TO THE MUNICIPALITY.

WHEREAS, MAYOR GAY PRESENTED ESTIMATE # 1 FOR THE CLEANING AND PAINTING OF THE ELEVATED WATER TANK IN THE AMOUNT OF \$10,864.57.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY SMITH PAINTING AND CONTRACTING, INC. \$10,864.57. 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 ZONING CHANGE REQUEST FROM JACK COOLEY TO CHANGE THE APARTMENTS AT 603 E 5TH AVENUE FROM R-1 TO R-4.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO SET THE ZONING HEARING FOR JUNE 25, 1991 AT 7:00 P.M. 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 THE FOLLOWING PROOF OF PUBLICATION TO THE BOARD:

A) LEGAL NOTICE - 1991 CDBG APPLICATION PROPOSAL

THEREUPON, ALDERMAN SCOTT MADE A MOTION THAT THE FOREGOING PROOF 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 BUDGET MODIFICATION # 1 FOR THE RRP SUBGRANT #R-90-SG-28-0103 FOR THE 1990 RENTAL REHAB PROJECT.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE BUDGET MODIFICATION # 1 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE MODIFICATION. 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 THE FOLLOWING AMENDMENT FOR THE PROFESSIONAL SERVICES AGREEMENT WITH NEEL-SCHAFFER, INC. FOR THE 1990 RENTAL REHAB PROJECT # R-90-SG-28-0110.

SEE EXHIBIT "B"

AMENDMENT TO AGREEMENT

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AMEND THE AGREEMENT FOR PROFESSION SERVICES WITH NEEL-SCHAFFER, INC. AND TO AUTHORIZE THE MAYOR TO EXECUTE THE AMENDMENT TO THE AGREEMENT. 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 LETTER FROM NEEL-SCHAFFER, INC. AUTHORIZING THE TRANSFER OF \$500.00 FROM THE 1989 RENTAL REHAB MONIES THAT WERE DESIGNATED FOR THE PAYMENT OF AUDIT FEES BUT NEVER USED TO BE TRANSFERRED TO THE CITY'S GENERAL FUND.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO TRANSFER \$500.00 FROM THE RENTAL REHAB FUND TO THE CITY OF PETAL GENERAL FUND. 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 REQUESTED PERMISSION FROM THE BOARD TO MAKE APPLICATION FOR A 50% MATCHING GRANT FOR THE URBAN AND COMMUNITY FORESTRY PORTION OF PRESIDENT BUSH'S AMERICA THE BEAUTIFUL PROGRAM TO BE USED TO LINE THE MAIN ARTERIAL AND SECONDARY STREETS IN PETAL WITH TREES.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE MAYOR TO MAKE APPLICATION FOR THE 50% MATCHING GRANT FOR THE BEAUTIFICATION PROGRAM IN PETAL. 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 CLAIMS #16868 -#17378 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN ROWELL OBJECTED TO THE PAYMENT OF CLAIM #17233 IN THE AMOUNT OF \$3,000 TO THE FORREST COUNTY SANITATION DEPARTMENT.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY CLAIMS #16868 -#17378 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. 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 AMENDMENT # 1 OF THE INTERLOCAL COOPERATIVE AGREEMENT FOR THE REGIONAL SOLID WASTE MANAGEMENT FACILITY FOR THE PURPOSE OF ADDING THE CITY OF PETAL AS A PARTY TO THE AGREEMENT.

SEE EXHIBIT "C"

AMENDMENT # 1

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE AMENDMENT # 1 OF THE INTERLOCAL COOPERATIVE AGREEMENT. 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 STATED THAT DWIGHT MCKENZIE HAS RESIGNED AS THE WARD 3 MEMBER OF THE PETAL PLANNING COMMISSION EFFECTIVE MAY 31, 1991.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT MR MCKENZIE'S RESIGNATION EFFECTIVE MAY 31, 1991. 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 THE FOLLOWING RESOLUTION TO THE BOARD:

SEE EXHIBIT "D"

RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF PETAL EXPRESSING ITS INTENT TO EXERCISE ITS AUTHORITY GRANTED UNDER SENATE BILL 2984, 1991 REGULAR SESSION OF THE MISSISSIPPI LEGISLATURE WITH RESPECT TO THE ACQUISITION, CONSTRUCTION, EQUIPPING AND OPERATION OF A QUALIFIED SOLID WASTE MANAGEMENT AND DISPOSAL FACILITY AND TO APPOINT A DESIGNATED REPRESENTATIVE TO REPRESENT THE CITY WITH RESPECT TO NEGOTIATION OF AN INCORPORATION AGREEMENT.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION AND TO APPOINT MAYOR GAY AS THE CITY'S DESIGNATED REPRESENTATIVE. 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 STATED THAT A CONFLICT IN THE DIFFERENT BILLING DATES OF THE PETAL SEWER DEPARTMENT AND THE BARRONTOWN UTILITY DISTRICT HAS CREATED AN OVERLAP IN THE FIRST MONTH'S BILLING WHICH CAUSED CERTAIN CUSTOMERS TO OVERPAY THEIR ACCOUNTS. MAYOR GAY REQUESTED A REFUND IN THE AMOUNT OF \$10.00 EACH TO BE MADE TO THE FOLLOWING ACCOUNTS WHICH SHOULD CLEAR THEIR ACCOUNT FOR ANY OVERPAYMENT:

JAMES MCCAULLA  
P O BOX 65  
303 CORINTH ROAD  
PETAL, MS 39465  
ACCOUNT #820621

DANNY MORRIS  
220 CROSSCREEK ROAD  
PETAL, MS. 39465  
ACCOUNT # 820631

CHARLES HENDERSON  
299 CORINTH ROAD  
PETAL, MS. 39465  
ACCOUNT # 820611

THEREUPON, ALDERMAN ALDERMAN SCOTT MADE A MOTION TO REFUND THE AFOREMENTIONED ACCOUNTS \$10.00 EACH TO CLEAR THEIR ACCOUNTS FOR ANY OVERPAYMENT FOR SEWER SERVICES. 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 A GROUND LEASE BETWEEN THE CITY AND RICHTON TIE AND TIMBER CO., INC. FOR THE LEASE OF CERTAIN PROPERTY OWNED BY RICHTON TIE AND TIMBER CO FOR A NEIGHBORHOOD PLAYGROUND.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE LEASE AND TO ACCEPT THE LEASE AS SOON AS EXECUTED BY RICHTON TIE AND TIMBER, INC. FOR \$1.00 PER YEAR. 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 THE PLANNING COMMISSION'S RECOMMENDATION FOR A DESIGNATED DOWNTOWN AREA.

SEE EXHIBIT "E"

MAP

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ACCEPT THE PLANNING COMMISSION'S RECOMMENDATION FOR THE DESIGNATED DOWNTOWN AREA AND TO GIVE THE RECOMMENDATION TO THE CHAMBER OF COMMERCE DOWNTOWN COMMITTEE. 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

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO RECESS THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN UNTIL 5:00 P.M. ON THURSDAY JUNE 6, 1991. ALDERMAN CROWE SECONDED THE MOTION.

THEREBEING NO FURTHER BUSINESS THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN WAS RECESSED ON THIS THE 4TH DAY OF JUNE, A.D., 1991 UNTIL 5:00 P.M. ON JUNE 6, A.D., 1991.

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THE REGULAR RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF JUNE 4, 1991 WAS CALLED TO ORDER ON THIS THE 6TH DAY OF JUNE, 1991 AT 5:00 P.M.

THOSE PRESENT

MAYOR JACK GAY, JR.

CITY ATTORNEY

THOMAS W TYNER

ALDERMEN

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

OTHERS PRESENT

RALPH EDDLEMON  
RAYMOND DEARMAN  
AUBRA EVANS  
JEFF GAY  
JIMMY BARDING  
AND OTHERS

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

WHEREAS, THE HOUR OF 5:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR THE SANITARY SEWER REHABILITATION PROJECT. THE BIDS READ AS FOLLOWS TO WIT:

SEE EXHIBIT "F"

MAGNOLIA CONSTRUCTION COMPANY

C. J. MORGAN, INC.

HEMPHILL CONSTRUCTION CO.

THWEATT CONSTRUCTION, INC.

CARTER & MULLINS, INC.

SATTERFIELD CONST., INC.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO TAKE THE FOREGOING BIDS UNDER ADVISEMENT UNTIL THE CITY ENGINEER HAS HAD THE OPPORTUNITY TO TABULATE THE BIDS AND MAKE A RECOMMENDATION TO THE BOARD. 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, THE HOUR OF 5:30 P.M. HAVING ARRIVED AND AS PREVIOUSLY SET A HEARING WAS HELD FOR FIREMAN FIRST CLASS JEFF GAY AT HIS REQUEST CONCERNING THE DRESS CODE FOR THE FIRE DEPARTMENT.

THEREUPON, AFTER LENGTHY DISCUSSION, FIREMAN GAY WAS ADVISED TO HAVE HIS HAIR CUT ABOVE THE COLLAR AND NO OTHER OFFICIAL ACTION WAS TAKEN.

WHEREAS, MAYOR GAY STATED THAT THE MISSISSIPPI EMERGENCY MANAGEMENT AGENCY WILL BE HOLDING A WORKSHOP TO PROVIDE INFORMATION AND THE MEANS TO APPLY FOR THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) COMMUNITY RATING SYSTEM ON JUNE 11, 1991 AT FIREHALL #2.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO SET A SPECIAL AGENDA FOR THE MEMA MEETING TO INCLUDE A LUNCHEON FOR THE PARTICIPANTS. 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 SCOTT MADE A MOTION TO RECESS THE REGULAR RECESSED MEETING OF JUNE 6, 1991 TO 6:00 P.M. ON JUNE 11, 1991. 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

THEREBEING NO FURTHER BUSINESS THE REGULAR RECESSED MEETING OF JUNE 6, 1991 WAS RECESSED UNTIL 6:00 P.M. ON JUNE 11, 1991.

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THE REGULAR RECESSED MEETING OF JUNE 6, 1991 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS CALLED TO ORDER ON THIS THE 11TH DAY OF JUNE, A.D., 1991 AT 6:00 PM IN THE BOARD ROOM OF SAID CITY.

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| THOSE PRESENT  | MAYOR JACK GAY, JR.   |
| CITY ATTORNEY  | THOMAS W TYNER  |
| ALDERMEN       | REUBEN CLEPPER<br>JERRY CROWE<br>DONALD H ROWELL<br>BOBBY RUNNELS<br>LEROY SCOTT                    |
| OTHERS PRESENT | RON FARRIS<br>MR & MRS JAMES CRAFT<br>MRS MARY COOLEY<br>MR & MRS SHIRLEY LOWERY<br>AND MANY OTHERS |

MAYOR GAY STATED THAT THE ACTIONS OF THE PETAL VARIANCE BOARD HAS BEEN APPEALED ON THE MATTER OF THE VARIANCE GRANTED MRS. MARY COOLEY FOR HARDSHIP WHICH ALLOWED HER TO CONTINUE TO HAVE HER TRAILER AT HER PARENTS MR & MRS JAMES CRAFT BY A PETITION BROUGHT TO THE BOARD BY SHIRLEY LOWERY.

MAYOR GAY STATED THAT THE HEARING WAS SCHEDULED FOR JUNE 11, 1991 AT 6:00 P.M. AND THAT TIME HAVING ARRIVED THE MAYOR AND BOARD OF ALDERMEN WILL HEAR EVIDENCE FROM BOTH PARTIES.

THEREUPON, SHIRLEY LOWERY STATED THAT HE WOULD LIKE TO SEE CONSISTENCY IN THE VARIANCES GRANTED. MR LOWERY STATED THAT A VARIANCE SHOULD BE CONSIDERED ON THE BASIS OF A HARDSHIP AND IF HIS MOTHER, BECAUSE SHE IS OLD, NEED TO LIVE IN HIS BACKYARD, SHE SHOULD BE ALLOWED TO BECAUSE THE VARIANCE COMMITTEE HAVE ALLOWED MRS COOLEY'S VARIANCE. MR LOWERY ASKED WHAT THE BOARD'S DEFINITION OF A HARDSHIP IS?

THEREUPON, MAYOR GAY EXPLAINED THAT A HARDSHIP COULD BE GRANTED BECAUSE OF HEALTH REASONS IN MRS COOLEY'S CASE.

THEREUPON, RON FARRIS, ATTORNEY FOR MRS COOLEY STATED THAT THE VARIANCE GRANTED TO MRS. COOLEY SHOULD BE UPHELD THAT THERE HAS OBVIOUSLY BEEN A PERSONAL CONFLICT BETWEEN THE MRS COOLEY'S FAMILY AND SHIRLEY LOWERY. MR FARRIS STATED THAT MRS. COOLEY'S DOCTOR, M. JERALD LOWRIMORE, HAS WRITTEN AS LETTER ON MAY 29, 1991 STATING THAT SHE REQUIRES ATTENTION 24 HOURS A DAY BECAUSE OF THE SERIOUS NATURE OF HER PROBLEM AND THE MEDICATION SHE IS TAKING.

SEE EXHIBIT "G"

LETTER FROM DR LOWRIMORE

THEREUPON, MR FARRIS STATED THAT THE COOLEY'S ASKED FOR THE VARIANCE IN LIGHT OF NEW CODES ADOPTED BY THE CITY FOR TRAILERS AND THAT AFTER THE VARIANCE WAS GRANTED THE TRAILER PERMIT WAS ISSUED BY THE CITY AND THE NEW TRAILER WAS PUT THERE BUT HAS NOT BEEN ALLOWED POWER BECAUSE OF THE APPEAL. MR FARRIS PRESENTED THE PETITION FOR THE APPEAL AND A LETTER FROM W G BARLOW ASKING THAT HIS NAME BE REMOVED FOR THE MINUTES.

SEE EXHIBIT "H"

PETITION FROM LOWERY

LETTER FROM BARLOW

THEREUPON, MR FARRIS PRESENTED A PETITION FROM MRS COOLEY ASKING THAT SHE BE GRANTED PERMISSION TO PLACE HER TRAILER ON HER PARENT'S PROPERTY.

SEE EXHIBIT "I"

PETITION FROM COOLEY

THEREUPON, MR FARRIS STATED THAT HIS CLIENT IS ASKING FOR THE MERCY OF THE BOARD TO ALLOW MARY COOLEY AND HER HUSBAND TO LIVE IN THEIR OWN TRAILER AND THAT IF RELIEF IS GRANTED IT WILL NOT DIMINISH THE CONDITION OF THE CRAFT'S PROPERTY.

THEREUPON, AFTER A BRIEF DISCUSSION, MAYOR GAY STATED THAT THE BOARD HAS HEARD FROM THE OBJECTORS AND THE PETITIONER AND REQUESTED THE DECISION OF THE BOARD.

THEREUPON, ALDERMAN SCOTT MADE A MOTION THAT THE MATTER BE TAKEN UNDER ADVISEMENT UNTIL THE MEETING OF JUNE 18, 1991. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

ALDERMAN JERRY CROWE

WHEREAS, MAYOR GAY STATED THAT ON JUNE 18, 1991 THERE WILL NOT BE ANOTHER HEARING ON THE MATTER BUT A DECISION WILL BE REACHED ON THE VARIANCE APPEAL BY THE BOARD OF ALDERMEN.

WHEREAS, RAYMOND DEARMAN OF SHOWS & DEARMAN, INC. PRESENTED A LETTER STATING THAT AFTER REVIEWING THE BIDS FOR THE SANITARY SEWER REHABILITATION PROJECT RECEIVED ON JUNE 6, 1991, HE RECOMMENDS THAT THE BASE BID WITH FOUR ADDITIVE ALTERNATE BIDS BE AWARDED TO CARTER AND MULLINGS, INC. OF COLUMBIA, MISSISSIPPI IN THE AMOUNT OF \$1,146,047.98.

THEREUPON, ALDERMAN ROWELL MADE A MOTION THAT THE BIDS BE AWARDED TO CARTER AND MULLINS, INC. OF COLUMBIA, MISSISSIPPI AND THAT THE MAYOR BE AUTHORIZED TO EXECUTE THE CONTRACT WITH CARTER AND MULLINS, INC. 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 THE FOLLOWING CLAIMS FOR APPROVAL:

HERNDON PAINTING	\$1,555.00
ERNEST ROBINSON	580.00
JIMMY COSTON	440.00
W.M. COURTNEY	120.00

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PAY THE FOREGOING CLAIMS FROM THE WATER R & E FUND FOR CONSTRUCTION ON THE WATER DEPARTMENT OFFICE. 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 CONTRACT BETWEEN DAVID HEMETER, ARCHITECT FOR THE MULTI-PURPOSE CENTER, AND THE CITY OF PETAL, MISSISSIPPI.

SEE EXHIBIT "J"

CONTRACT WITH DAVID HEMETER

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE MAYOR GAY TO EXECUTE THE CONTRACT BETWEEN DAVID HEMETER AND THE CITY OF PETAL. 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 AN TELEVISION ADVERTISING OPPORTUNITY THROUGH THE PETAL CHAMBER OF COMMERCE WHICH WOULD ALLOW THE CITY TO ADVERTISE ITS RESOURCES TWICE A DAY, SEVEN (7) DAYS A WEEK, FOR 52 WEEKS ON CABLE T.V. FOR \$245.96 PER YEAR. MAYOR GAY STATED THAT THE COMMERCIALS WILL ROTATE ON CABLE NETWORKS, CNN-ESPN-TNN-TNT-CNN HEADLINE NEWS AND DISCOVERY.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT WITH LOVE COMMUNICATIONS COMPANY TO ENABLE THE CITY TO PARTICIPATE IN THE ADVERTISING PROGRAM. 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, ALDERMAN ROWELL MADE A MOTION TO AMEND THE PERSONNEL POLICY TO READ AS FOLLOWS:

RULE VIII. LEAVES OF ABSENCE SECTION 2. HOLIDAYS WITH PAY

SECTION 2. HOLIDAYS WITH PAY

(b) Police department and fire department personnel who work shifts will not be entitled to paid holidays due to the nature of their duties and the requirement that the departments be manned on 24 hours a day, 365 days a year basis.

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

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

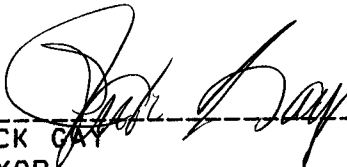
THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

THEREBEING NO FURTHER BUSINESS THE REGULAR RECESSED MEETING OF JUNE 4, 1991 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 11TH DAY OF JUNE, A.D., 1991.

  
-----  
JACK GAY  
MAYOR

(SEAL)

ATTEST:

  
-----  
PRISCILLA C. DANIEL  
CITY CLERK



NEEL-SCHAFFER, INC.  
ENGINEERS · PLANNERS

---

June 4, 1991

Mayor and Board of Alderman  
City of Petal  
P. O. Box 564  
Petal, MS 39465

RE: Proposal for Application Preparation Services

Gentlemen:

We are pleased to present our proposal for application preparation services to the City of Petal. This proposal will demonstrate the qualifications and experience of our firm and our capacity to perform.

You will find that our firm has extensive experience and is uniquely qualified to provide professional services in connection with your 1991 Community Development Block Grant Project. Please pay particular attention to Section 2 which lists our experience in the planning and administration of Community Development Block Grant Projects.

We appreciate the opportunity to submit this information to you. Please feel free to call us for additional information or to contact any of our references submitted concerning our capacity with the type project you anticipate. We look forward to working with you on this most important project.

Sincerely,

Neel-Schaffer, Inc.

Randall L. Meador, P.E.  
Vice President

## Profile of Neel-Schaffer

Neel-Schaffer, Inc. is a consulting engineering firm incorporated in Jackson, Mississippi, providing general consulting engineering, planning and community development services through its Hattiesburg, Jackson and Oxford, Mississippi, New Orleans, Louisiana and Nashville, Tennessee offices.

Neel-Schaffer has a staff of approximately 90 professional and technical employees including 20 registered professional engineers eight of whom have advanced degrees. Expertise based in Neel-Schaffer includes:

- Civil
- Hydrology and Hydraulics
- Water and Wastewater
- Highway and Bridge
- Solid Waste
- Surveying
- Community Development
- Structural
- Environmental
- Traffic and Transportation
- Electrical and Mechanical
- Landscape Architecture
- Urban Planning
- Land and Site Development

Professional services can be provided for the planning, surveying, design and construction phases.

Staff engineers and technicians have access to over 15 computers systems dedicated solely to engineering and are trained in computer analysis, modeling and design techniques. Our technicians have available a complete library of the latest engineering software including AUTOCAD and INTERGRAPH CADD systems. Survey operations are conducted with modern, state-of-the-art equipment.

Every project undertaken by Neel-Schaffer is evaluated and approached individually to ensure the assembly of the appropriate professional and technical staff. A project manager is selected and has direct responsibility for the scope, quality, cost, and time control of your project. It is the policy of Neel-Schaffer that *each* project manager be an experienced, licensed and registered Professional Engineer. All project managers for Neel-Schaffer are *required* to have extensive experience on both large and small scale assignments. The project manager has direct responsibility for communications with the client and his staff; however, principals of Neel-Schaffer also play an active role in client communications. Neel-Schaffer emphasizes *strong* project management and we consider our project teams an extension of our client's staff.

Senior management at Neel-Schaffer is committed to providing the corporate resources necessary to develop a professional product in a timely manner within the scheduling



EXHIBIT "A"

**SCOTT T. WHEELER & ASSOCIATES, PLANNING CONSULTANTS**

(601)545-2189

P.O. Box 921

Suite 412, Faulkner Bldg.

Natlacburg, Mississippi 39401

May 22, 1991

Mayor and Council  
City of Petal, Mississippi  
119 West 8th Avenue  
Petal, MS 39465

Gentlemen:

In compliance with OMB Circular A-102, Attachment O, Paragraph 11 C, "Competitive Negotiation", **SCOTT T. WHEELER & ASSOCIATES, PLANNING CONSULTANTS**, hereinafter referred to as "consultants", respectfully submits to the Mayor and Council, City of Petal, Forrest County, Mississippi, a proposal filed herewith to provide planning, technical assistance, preparation of the 1991 CDBG application and to prepare the 1991 needs assessment for the City of Petal, Mississippi.

CONTRACT I:

Provide professional planning services for the 1991 City of Petal, Community Development Block Grant Program and to provide technical assistance, preparation of the 1991 CDBG application and to prepare the 1991 needs assessment.

TARGET DATE

The 1991 CDBG application will be completed prior to deadline set by the State of Mississippi. All future services would then be dependent on the City of Petal, receiving final approval for funding.

AMOUNT OF BID

I. PLANNING:

Primary Unit Hourly Rate: \$50.00  
Secondary Unit Hourly Rate: \$25.00  
Mileage (cost per mile): \$ 0.35  
Costs per hour include all overhead and profit.



## EXHIBIT "A"

## II. APPLICATION PREPARATION:

Lump Sum Bid for Application Preparation: \$3,000.00

DESCRIPTION OF JOB TITLE

To provide general planning services for the 1991 City of Petal Community Development Block Grant Program, technical assistance, preparation of the 1991 CDBG application and to conduct the 1991 needs assessment. This bid is also for general planning which includes, but is not limited to; performing all necessary services to properly manage, administer, develop and complete the 1991 CDBG project in accordance with regulations and requirements of the U.S. Department of Housing and Urban Development and the Governor's Office of Federal-State Programs, Department of Community Development.

TECHNICAL PERSONNEL, CONSULTANTS & EXPERIENCE

SCOTT T. WHEELER: A native of Hattiesburg, Mississippi, holds a Bachelor of Science degree in Community and Regional Planning from the University of Southern Mississippi (1981). He served his internship with the City of Hattiesburg Planning Commission. Along with compiling statistics, surveys and maps, Mr. Wheeler was also involved in implementing various Community Development Block Grant (CDBG) projects for the City of Hattiesburg. Mr. Wheeler has prepared land use studies for the Oak Grove Community, Lamar County, and Beaumont Community, Perry County, Mississippi. He serves as consultant for the Forrest County Board of Education and the Forrest County Board of Supervisors on matters relating to oil, gas, minerals, recreational facilities, privilege license taxes, producing oil & gas wells, U.S. Department of Education Impact Aid Funds, National Historical Archives List and Palmer's Crossing, minority community public facilities development. Mr. Wheeler serves as President of Scott T. Wheeler & Associates, Planning Consultants, Southern Land Title, Inc., (formerly Mississippi Title Service Company) and Colonial Exploration Company, Inc., all of Hattiesburg, Mississippi. He is Lt. Governor of the Optimist Club and a member of various planning fraternities and organizations and is on the review committee for the National Forests in Mississippi, Land and Resource Management Plan, Draft Environmental Impact Statement and the University of Southern Mississippi Advisory Board for Paralegal Studies. Mr. Wheeler has been appointed by Governor Ray Mabus to serve on the advisory board for the Office of Federal-State Programs, Department of Community Development for his current term of office.

D. JENE WHITECOTTON: Formerly of Reno, Nevada, holds a Bachelor of Arts degree in History and Speech from the University of Southern Mississippi (1961), a Juris Doctorate (J.D.) degree from the University of Mississippi School of Law (1964), and a Master of Science degree in College Counseling from the University

EXHIBIT "B"

AMENDMENT TO AGREEMENT

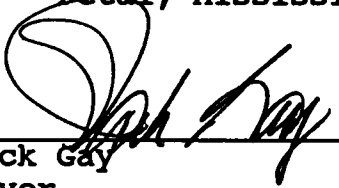
The Agreement for Professional Services dated August 21, 1990, between the City of Petal, Mississippi (OWNER) and Neel-Schaffer, Inc. (CONSULTANT) is hereby amended as follows:

In addition to the original contract price of Two Thousand Five Hundred Dollars (\$2,500) for Basic Services Rendered under Section 5.1, OWNER shall pay CONSULTANT an additional Lump Sum Fee of Two Thousand One Hundred Ninety-Eight Dollars (\$2,198.00) which increase the contract for administrative services to Four Thousand Six Hundred Ninety-Eight Dollars (\$4,698) for the modification of the 1989 Rental Rehabilitation Program dated January 29, 1991.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment on this 2<sup>nd</sup> day of April, 1991.

OWNER: City of Petal  
Petal, Mississippi

CONSULTANT: Neel-Schaffer, Inc.  
Hattiesburg, Mississippi

By:   
Jack Gay  
Mayor

By:   
Randall L. Meador  
Vice President

ATTEST:  WITNESS: \_\_\_\_\_

EXHIBIT "C"

GERALD & BRAND

ATTORNEYS AT LAW

SUITE 900  
ONE JACKSON PLACE  
188 EAST CAPITOL STREET  
POST OFFICE BOX 158  
JACKSON, MISSISSIPPI 39205-0155  
(601) 948-3010  
FAX (601) 968-5881

NEWTON OFFICE  
POST OFFICE BOX 180  
NEWTON, MISSISSIPPI 39450-0180  
(601) 681-1202

OF COUNSEL  
JUSTIN L. COOK  
RICH M. KUYKENDALL  
CARSON M. HUGHES  
N. W. OVERSTREET, JR.  
(1914-1980)

MARTHA W. GERALD  
JACK W. BRAND  
WALKER L. WATERS  
SCOTT P. HEMLEREN  
A. JERRY SHELTON  
JOHN G. GOURLAY, JR.  
W. LARRY HARRIS  
RUDY GORRINE  
S.M. BONDURANT  
KENNETH HARMON  
ROBERT M. LOCKMAN, JR.  
ALAN R. CAMERON  
MICHAEL PUMPIREY  
WILLIAM T. MAY  
NANCY N. MORSE  
MARGAL D. FORESTER, JR.  
WALTER J. BRAND  
J. ALLEN OVERY, II  
DANIEL S. SPIVEY  
T. SWAYZE ALFORD

MEMORANDUM

**TO: ATTORNEYS FOR JONES, COVINGTON, PERRY AND  
LAMAR COUNTIES AND THE CITIES OF LAUREL, PETAL AND  
HATTIESBURG**

**FROM: MARCIAL D. FORESTER, JR.**

**RE: INTERLOCAL COOPERATION AGREEMENT**

**DATE: MAY 24, 1991**

Attached hereto is an Amendment No. 1 to Interlocal Cooperation Agreement which I have drafted. This Amendment is for the purpose of amending the Agreement to add the City of Petal, Mississippi, as a Party to the Agreement. The Attorney General's office has advised me that this is how we should proceed to add additional parties to the Agreement.

Please have the respective cities and counties execute this Amendment pursuant to authorization by resolution and return signature pages to me. As soon as we receive the signature pages, we will file copies of the Agreement with the Secretary of State and other state offices as required by law. Please have the signature pages returned to me at your earliest convenience.

Should any of you have any questions or comments, please feel free to call me or Larry Harris.

cc: Larry Harris  
Randy Meador

AMENDMENT NO. 1 TO  
INTERLOCAL COOPERATION AGREEMENT

This Amendment No. 1 to Interlocal Cooperation Agreement (Amendment) is made and entered into among the City of Hattiesburg, Mississippi, the City of Laurel, Mississippi and the City of Petal, Mississippi, all of which are municipal corporations organized and existing under the laws of the State of Mississippi; and the Board of Supervisors of Covington County, Mississippi, the Board of Supervisors of Jones County, Mississippi, the Board of Supervisors of Lamar County, Mississippi, and the Board of Supervisors of Perry County, Mississippi; all of the above named parties hereinafter being referred to as "the Parties".

RECITALS:

1. All of the Parties, excepting the City of Petal, Mississippi, have entered into an Interlocal Cooperation Agreement (Agreement) for the purposes, among others, of joining together to implement changes in the management of nonhazardous solid waste within their respective governmental boundaries and in order to take all necessary or proper action in order to jointly establish, operate and maintain a solid waste management system to serve all generators of nonhazardous solid waste located within the governmental units.
2. Pursuant to Section 10 of the Agreement, said Agreement may be amended at any time by the mutual consent of all

EXHIBIT "C"

Parties to the Agreement by an agreement entered into pursuant to the provisions of §§17-13-1 et seq. of the Miss. Code of 1972, as amended.

- 3. Pursuant to Section 12 of the Agreement, any additional units of local government not initially participating in the Agreement may join at a later date by executing an Agreement and funding their pro-rata share of the cost.
- 4. The City of Petal, Mississippi, desires to join in and participate in the Agreement and all of the Parties to this Amendment desire to amend the Agreement by execution of this Amendment.

Now therefore, for and in consideration of the above premises, and the mutual benefits accruing to the Parties, the Parties do hereby agree as follows:

- 1. The Agreement shall be and is hereby amended by adding the City of Petal, Mississippi as a Party to said Agreement.
- 2. In accordance with Section 12 of the Agreement, the City of Petal, Mississippi, upon execution of this Amendment, shall pay to the Administrator named in the Agreement its respective sum as set forth in Exhibit "A" attached to the Agreement. Such funds paid by the City of Petal, Mississippi, to the Administrator shall be paid and administered pursuant to the provisions of the Agreement.

2

- 3. This Amendment shall be effective upon approval by the governing boards of the Parties, and the Attorney General of the State of Mississippi, and any other required approval as provided by law.
- 4. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Separate signature pages, each containing the signature of one of the Parties, may be attached to this Amendment in order to constitute one fully executed document.

Witness the signature of the Mayor and of the City of Petal, Mississippi this the 4th day of June, 1991.

CITY OF PETAL, MISSISSIPPI

BY: [Signature]

Attest:

STATE OF MISSISSIPPI  
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named Mayor and City Clerk, respectively, of the City of Petal, Mississippi, who acknowledged that they are the Mayor and City Clerk of the City of Petal, Mississippi, and that for and on behalf of the said City of Petal and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said City so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this 4th day of June, 1991.

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires August 14, 1994

EXHIBIT "D"

GERALD & BRAND

ATTORNEYS AT LAW

SUITE 900  
ONE JACKSON PLACE  
188 EAST CAPITOL STREET  
POST OFFICE BOX 158  
JACKSON, MISSISSIPPI 39205-0158  
(601) 948-3030  
FAX (601) 968-5881

NEWTON OFFICE  
POST OFFICE BOX 380  
NEWTON, MISSISSIPPI 39445-0380  
(601) 683-2082

OF COUNSEL  
JUSTIN L. COX  
JOHN M. KUYKENDALL  
CARSON M. HUGHES

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MARTHA W. GERALD  
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A. HERRY SHELFON  
JOHN C. GURLEY, JR.  
W. LARRY HARRIS  
ROGER GUNGE  
S. M. BONDURANT  
KENNETH HARMON  
ROBERT M. LEKAM, JR.  
ALAN B. CAMERON  
MICHAEL PUMPIREY  
WILLIAM T. MAY  
NANCY N. MORSE  
MARCIAL D. FORESTER, JR.  
WALTER J. BRAND  
J. ALLEN OVERBY, II  
DANIEL S. SPIVEY

\* ALSO ADMITTED IN ALABAMA

MEMORANDUM

TO: ATTORNEYS FOR JONES, COVINGTON, PERRY, FORREST AND LAMAR COUNTIES AND THE CITIES OF LAUREL, PETAL AND HATTIESBURG

FROM: W. LARRY HARRIS

RE: INTERLOCAL COOPERATION AGREEMENT/RESOLUTION APPOINTING "INCORPORATORS"

DATE: MAY 23, 1991

I have on this day sent the original executed Interlocal Cooperation Agreement (the "Agreement") to Jim Borsic, CAO of the City of Hattiesburg, who will be the custodian of the records and funds that will be generated and expended under the Agreement.

Enclosed is a copy of the Agreement for your files. We will mail a copy to the respective Chancery Clerks for each City and County with instructions with respect to filing. We will also see that a copy is properly filed with the Secretary of State, Attorney General and State Audit Department. When the Agreement is filed of record in each of the above referenced offices, we will have complied with the laws of the State and will be legally formed. We will operate under the Agreement until such time as a regional authority is formed and incorporated under SB2984, 1991 Regular Session of the Mississippi Legislature.

We are in the process of drafting the charter, by-laws and incorporation agreement. This will be a draft only and will serve as the basic documents from which the incorporators will work in order to incorporate. I have enclosed a resolution for each of you which will declare the intent of each City and County to exercise its authority under SB2984 and appoint a person to serve as an incorporator which may be an elected official, board attorney, county administrator or other employee of a City of County.

I will contact each of you on Tuesday, May 28 in order to determine a mutually acceptable date for a meeting.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

1. The public policy, public convenience and necessity and the general welfare of the residents of the City demands and requires that a qualified Subtitle "D" solid waste management and disposal facility be acquired, constructed, equipped and operated and the Governing Body of the City hereby expresses its intent to exercise its authority under the Act accomplishing such task and it is the further intent of this Governing Body, acting jointly with the other Participants listed above, that a regional solid waste management and disposal facility be formed under the jurisdiction and control of a regional authority consisting of appointees of each participating City and County.
2. The primary function of the regional authority shall be to acquire, construct, equip and operate or cause to be acquired, constructed, equipped and operated, or any combination of the foregoing, a qualified Subtitle "D" solid waste management and disposal facility.
3. Pursuant to Section 4 of the Act, this Governing Body does hereby appoint JACK GAY, MAYOR to serve as this City's designated representative and incorporator and to act for and on behalf of the City in negotiating the terms and provisions of an Incorporation Agreement with representatives of the other participating Cities and Counties.
4. At such time as an Incorporation Agreement is agreed upon, the hereinabove designated representative is directed to present a copy of same to this Governing Body for its advice and consent and for the authority to execute and deliver the Incorporation Agreement for and on behalf of the City.

Alderman JERRY CROWE seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Alderman	<u>REUBEN CLEPPER</u>	voted:	<u>YEA</u>
Alderman	<u>JERRY CROWE</u>	voted:	<u>YEA</u>
Alderman	<u>DONALD H ROWELL</u>	voted:	<u>YEA</u>
Alderman	<u>BOBBY W RUNNELS</u>	voted:	<u>YEA</u>
Alderman	<u>LERROY SCOTT</u>	voted:	<u>YEA</u>

The motion having received the foregoing vote of the Governing Body, the Mayor declared the motion carried and the Resolution

EXHIBIT "D"

SW. 2CF

Alderman BOBBY RINNELS offered and moved  
the adoption of the following resolution:

**RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY  
OF PETAL EXPRESSING ITS INTENT TO EXERCISE ITS  
AUTHORITY GRANTED UNDER SENATE BILL 2984, 1991  
REGULAR SESSION OF THE MISSISSIPPI LEGISLATURE,  
WITH RESPECT TO THE ACQUISITION, CONSTRUCTION,  
EQUIPPING AND OPERATION OF A QUALIFIED SOLID  
WASTE MANAGEMENT AND DISPOSAL FACILITY UNDER  
SUBTITLE D OF THE \_\_\_\_\_,  
ALONG WITH OTHER ADJOINING CITIES AND COUNTIES;  
TO APPOINT A DESIGNATED REPRESENTATIVE TO  
REPRESENT THE CITY WITH RESPECT TO NEGOTIATION  
OF AN INCORPORATION AGREEMENT; AND FOR OTHER  
RELATED PURPOSES.**

WHEREAS, the City of Petal, Mississippi has heretofore jointly funded, along with Forrest, Perry, Covington, Jones, and Lamar Counties and the Cities of Laurel and Hattiesburg (the "Participants"), a comprehensive study and plan on solid waste management within the five (5) county area and approved methods of disposing of same;

WHEREAS, upon receipt of such study and plan, the Participants joined together under an Interlocal Cooperation Agreement for the purpose of implementing the study and plan;

WHEREAS, the Mississippi State Legislature, in its 1991 Regular Session enacted into law, Senate Bill 2984 (the "Act") which Act is a comprehensive law setting forth the authority to create a regional solid waste management and disposal authority;

WHEREAS, public policy, public convenience and necessity and the general welfare of the citizens of the City demand that the City of Petal, Mississippi exercise the authority vested in the City under the Act and accordingly, the Governing Body of the City, acting for and on behalf of the City, does hereby express its intentions to exercise its expressed authority under the Act by joining together with each of the other Participants and jointly forming a Regional Solid Waste Management and Disposal Authority.

adopted, on this the 4th day of June,  
1991.

CITY OF PETAL, MISSISSIPPI

  
MAYOR

  
CITY CLERK

EXHIBIT "E"

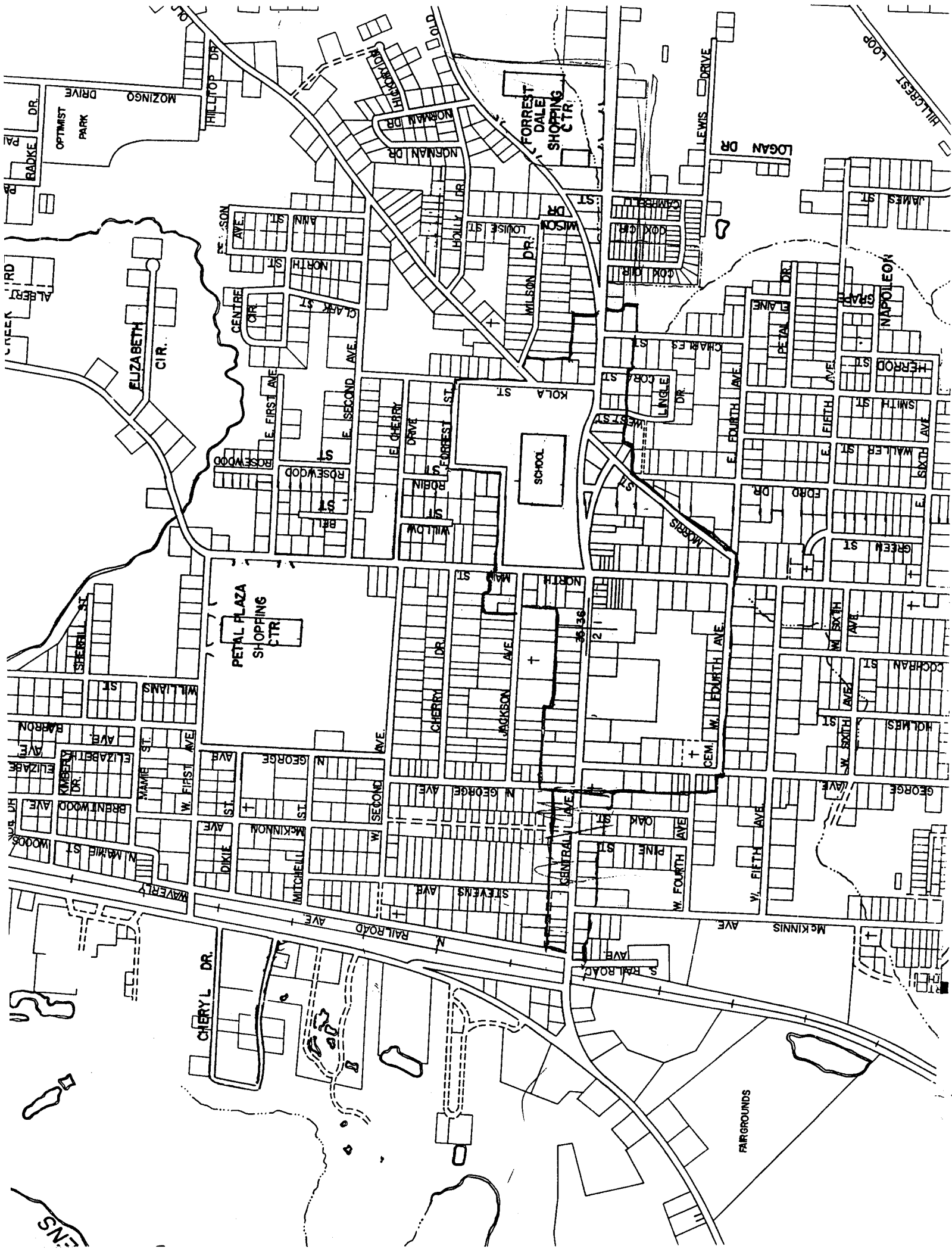


EXHIBIT "F"

BID

Proposal of Hemphill Construction Co., Inc.  
hereinafter called "BIDDER"), organized and existing under the laws of the  
State of Mississippi, doing business as a Corporation  
To the City of Petal, MS  
(hereinafter called the "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes  
to perform all WORK for the construction of SANITARY SEWER REHABILITATION  
CDBG 0-1135-112-PF-01

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth  
therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a  
joint BID each party thereto certifies as to his own organization, that  
this BID has been arrived at independently, without consultation, com-  
munication, or agreement as to any matter relating to this BID with any  
other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before  
a date to be specified in the NOTICE TO PROCEED and to fully complete the  
PROJECT within 360 consecutive calendar days thereafter. BIDDER further  
agrees to pay as liquidated damages, the sum of \$ 500.00 for each con-  
secutive calendar day thereafter as provided in Section 15 of the General  
Conditions:

BIDDER acknowledges receipt of the following ADDENDUM:

B-1

BASE BID

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
12" Sever (0-6)	785	L.F.	\$ 21. <sup>00</sup>	\$ 16,485. <sup>00</sup>
12" Sever (6-8)	500	L.F.	\$ 22. <sup>00</sup>	\$ 11,000. <sup>00</sup>
12" D. I. Sever (0-6)	18	L.F.	\$ 35. <sup>00</sup>	\$ 630. <sup>00</sup>
8" Sever (0-6)	12,464	L.F.	\$ 16. <sup>00</sup>	\$ 199,424. <sup>00</sup>
8" Sever (6-8)	6,724.5	L.F.	\$ 17. <sup>00</sup>	\$ 114,316. <sup>50</sup>
8" Sever (8-10)	3,479.5	L.F.	\$ 15. <sup>00</sup>	\$ 52,192. <sup>50</sup>
8" Sever (10-12)	1,055	L.F.	\$ 22. <sup>00</sup>	\$ 23,210. <sup>00</sup>
8" Sever (12-14)	145	L.F.	\$ 24. <sup>00</sup>	\$ 3,480. <sup>00</sup>
Manhole (0-6)	61	EA.	\$ 900. <sup>00</sup>	\$ 54,900. <sup>00</sup>
Manhole (6-8)	24	EA.	\$ 1,075. <sup>00</sup>	\$ 25,800. <sup>00</sup>
Manhole (8-10)	11	EA.	\$ 1,275. <sup>00</sup>	\$ 14,025. <sup>00</sup>
Manhole (10-12)	4	EA.	\$ 1,450. <sup>00</sup>	\$ 5,800. <sup>00</sup>
Manhole (12-14)	1	EA.	\$ 1,625. <sup>00</sup>	\$ 1,625. <sup>00</sup>
6" PVC Service Line	10,675	L.F.	\$ 7. <sup>00</sup>	\$ 74,725. <sup>00</sup>
6" D. I. Service Line	300	L.F.	\$ 14. <sup>00</sup>	\$ 4,200. <sup>00</sup>
4" PVC Service Line	7,000	L.F.	\$ 6. <sup>25</sup>	\$ 43,750. <sup>00</sup>
Tie into Existing Manhole	12	EA.	\$ 200. <sup>00</sup>	\$ 2,400. <sup>00</sup>
Reconnect Exist. Service	435	EA.	\$ 125. <sup>00</sup>	\$ 54,375. <sup>00</sup>
12" x 6" Modified Sever Tee	31	EA.	\$ 55. <sup>00</sup>	\$ 1,705. <sup>00</sup>
8" x 6" Modified Sever Tee	404	EA.	\$ 19. <sup>00</sup>	\$ 7,676. <sup>00</sup>
6" Clesnout	1	EA.	\$ 125. <sup>00</sup>	\$ 125. <sup>00</sup>
Wash Gravel Bedding	370	C.Y.	\$ 30. <sup>00</sup>	\$ 11,100. <sup>00</sup>
Stabilization Material	1,310	C.Y.	\$ 1. <sup>00</sup>	\$ 1,310. <sup>00</sup>
Well Points	4,950	L.F.	\$ 5. <sup>50</sup>	\$ 27,225. <sup>00</sup>
Asphalt Street Repair	16,300	S.Y.	\$ 9. <sup>50</sup>	\$ 155,850. <sup>00</sup>

B-2

BASE BID (CONTINUED)

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
Concrete Drive Repair	300	S.Y.	\$ 18. <sup>00</sup>	\$ 5,400. <sup>00</sup>
Fertilizer and Seeding	L.S.	L.S.	\$ 6000	\$ 6,000. <sup>00</sup>
By Pass Pumping	L.S.	L.S.	\$ 6400	\$ 6,400. <sup>00</sup>
Lift Station No. 1	L.S.	L.S.	\$ 38,150	\$ 38,150. <sup>00</sup>
Rehab. Existing Lift Station	L.S.	L.S.	\$ 7800	\$ 7,800. <sup>00</sup>
CDBG Sign	L.S.	L.S.	\$ 250. <sup>00</sup>	\$ 250. <sup>00</sup>

TOTAL

\$ 969,697.<sup>00</sup>



EXHIBIT "F"

BID  
Proposal of CARTER & MULLINGS, INC.  
hereinafter called "BIDDER"), organized and existing under the laws of the  
State of Mississippi, doing business as a Corporation  
To the City of Petal, Mississippi  
(hereinafter called the "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes  
to perform all WORK for the construction of SANITARY SEWER REHABILITATION  
DBG 0-1135-112-PF-01  
in strict accordance with the CONTRACT DOCUMENTS, within the time set forth  
herein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a  
joint BID each party thereto certifies as to his own organization, that  
his BID has been arrived at independently, without consultation, con-  
sultation, or agreement as to any matter relating to this BID with any  
other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before  
a date to be specified in the NOTICE TO PROCEED and to fully complete the  
PROJECT within 360 consecutive calendar days thereafter. BIDDER further  
agrees to pay as liquidated damages, the sum of \$ 500.00 for each con-  
secutive calendar day thereafter as provided in Section 15 of the General  
Conditions:

BIDDER acknowledges receipt of the following ADDENDUM:

B-1

BASE BID

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
12" Sewer (0-6)	785	L.F.	\$ <u>13.65</u>	\$ <u>10,715.25</u>
12" Sewer (6-8)	500	L.F.	\$ <u>15.15</u>	\$ <u>7,575.00</u>
12" D. I. Sewer (0-6)	18	L.F.	\$ <u>30.25</u>	\$ <u>544.50</u>
8" Sewer (0-6)	12,464	L.F.	\$ <u>9.02</u>	\$ <u>112,176.00</u>
8" Sewer (6-8)	74,641.95	L.F.	\$ <u>11.10</u>	\$ <u>828,526.35</u>
8" Sewer (8-10)	3,479.5	L.F.	\$ <u>13.37</u>	\$ <u>46,520.42</u>
8" Sewer (10-12)	1,055	L.F.	\$ <u>17.15</u>	\$ <u>18,093.25</u>
8" Sewer (12-14)	143	L.F.	\$ <u>23.20</u>	\$ <u>3,317.60</u>
Manhole (0-6)	61	EA.	\$ <u>923.00</u>	\$ <u>56,303.00</u>
Manhole (6-8)	24	EA.	\$ <u>1034.00</u>	\$ <u>24,816.00</u>
Manhole (8-10)	11	EA.	\$ <u>1210.00</u>	\$ <u>13,310.00</u>
Manhole (10-12)	4	EA.	\$ <u>1464.00</u>	\$ <u>5,856.00</u>
Manhole (12-14)	1	EA.	\$ <u>1715.00</u>	\$ <u>1,715.00</u>
6" PVC Service Line	10,675	L.F.	\$ <u>9.58</u>	\$ <u>102,266.50</u>
6" D. I. Service Line	300	L.F.	\$ <u>19.17</u>	\$ <u>5,751.00</u>
4" PVC Service Line	7,000	L.F.	\$ <u>8.83</u>	\$ <u>61,810.00</u>
Tie into Existing Manhole	12	EA.	\$ <u>353.00</u>	\$ <u>4,236.00</u>
Reconnect Exist. Service	435	EA.	\$ <u>76.00</u>	\$ <u>33,060.00</u>
12" x 6" Modified Sewer Tee	31	EA.	\$ <u>76.00</u>	\$ <u>2,356.00</u>
8" x 6" Modified Sewer Tee	404	EA.	\$ <u>20.00</u>	\$ <u>8,080.00</u>
6" Cleanout	1	EA.	\$ <u>177.00</u>	\$ <u>177.00</u>
Wash Gravel Bedding	370	C.Y.	\$ <u>21.00</u>	\$ <u>7,770.00</u>
Stabilization Material	1,310	C.Y.	\$ <u>6.50</u>	\$ <u>8,515.00</u>
Well Points	4,950	L.F.	\$ <u>8.07</u>	\$ <u>39,946.50</u>
Asphalt Street Repair	16,300	S.Y.	\$ <u>9.00</u>	\$ <u>146,700.00</u>

B-2

BASE BID (CONTINUED)

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
Concrete Drive Repair	300	S.Y.	\$ <u>28.25</u>	\$ <u>8,475.00</u>
Fertilizer and Seeding	L.S.	L.S.	\$ <u>8070.00</u>	\$ <u>8,070.00</u>
By Pass Pumping	L.S.	L.S.	\$ <u>15000.00</u>	\$ <u>15,000.00</u>
Lift Station No. 1	L.S.	L.S.	\$ <u>32,800.00</u>	\$ <u>32,800.00</u>
Rehab. Existing Lift Station	L.S.	L.S.	\$ <u>18,000.00</u>	\$ <u>18,000.00</u>
CDBG Sign	L.S.	L.S.	\$ <u>500.00</u>	\$ <u>500.00</u>
TOTAL				\$ <u>879,317.27</u>

EXHIBIT "F"

BID

Proposal of MacLain Construction Co. Inc.

(hereinafter called "BIDDER"), organized and existing under the laws of the State of Louisiana, doing business as a corporation

To the City of Petal, Miss. (hereinafter called the "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of SANITARY SEWER REHABILITATION  
CDBG 0-1135-112-PF-01

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 360 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions:

BIDDER acknowledges receipt of the following ADDENDUM:

None Received

B-1

BASE BID

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
12" Sewer (0-6)	785	L.F.	\$ <u>20<sup>00</sup></u>	\$ <u>15,700<sup>00</sup></u>
12" Sewer (6-8)	500	L.F.	\$ <u>23<sup>00</sup></u>	\$ <u>11,500<sup>00</sup></u>
12" D. I. Sewer (0-6)	18	L.F.	\$ <u>34<sup>00</sup></u>	\$ <u>612<sup>00</sup></u>
8" Sewer (0-6)	12,464	L.F.	\$ <u>17<sup>00</sup></u>	\$ <u>211,888<sup>00</sup></u>
8" Sewer (6-8)	6,724.5	L.F.	\$ <u>20<sup>60</sup></u>	\$ <u>138,524<sup>70</sup></u>
8" Sewer (8-10)	3,479.5	L.F.	\$ <u>23<sup>60</sup></u>	\$ <u>82,116<sup>20</sup></u>
8" Sewer (10-12)	1,055	L.F.	\$ <u>45<sup>30</sup></u>	\$ <u>47,791<sup>50</sup></u>
8" Sewer (12-14)	145	L.F.	\$ <u>58<sup>60</sup></u>	\$ <u>8,497<sup>00</sup></u>
Manhole (0-6)	61	EA.	\$ <u>800<sup>00</sup></u>	\$ <u>48,800<sup>00</sup></u>
Manhole (6-8)	24	EA.	\$ <u>900<sup>00</sup></u>	\$ <u>21,600<sup>00</sup></u>
Manhole (8-10)	11	EA.	\$ <u>1,000<sup>00</sup></u>	\$ <u>11,000<sup>00</sup></u>
Manhole (10-12)	4	EA.	\$ <u>1,100<sup>00</sup></u>	\$ <u>4,400<sup>00</sup></u>
Manhole (12-14)	1	EA.	\$ <u>1,500<sup>00</sup></u>	\$ <u>1,500<sup>00</sup></u>
6" PVC Service Line	10,675	L.F.	\$ <u>7<sup>00</sup></u>	\$ <u>74,725<sup>00</sup></u>
6" D. I. Service Line	300	L.F.	\$ <u>14<sup>80</sup></u>	\$ <u>4,440<sup>00</sup></u>
4" PVC Service Line	7,000	L.F.	\$ <u>7<sup>00</sup></u>	\$ <u>49,000<sup>00</sup></u>
Tie into Existing Manhole	12	EA.	\$ <u>385<sup>00</sup></u>	\$ <u>4,620<sup>00</sup></u>
Reconnect Exist. Service	435	EA.	\$ <u>60<sup>00</sup></u>	\$ <u>26,100<sup>00</sup></u>
12" x 6" Modified Sewer Tee	31	EA.	\$ <u>60<sup>00</sup></u>	\$ <u>1,860<sup>00</sup></u>
8" x 6" Modified Sewer Tee	404	EA.	\$ <u>20<sup>00</sup></u>	\$ <u>8,080<sup>00</sup></u>
6" Cleanout	1	EA.	\$ <u>135<sup>00</sup></u>	\$ <u>135<sup>00</sup></u>
Wash Gravel Bedding	370	C.Y.	\$ <u>13<sup>80</sup></u>	\$ <u>5,032<sup>00</sup></u>
Stabilization Material	1,310	C.Y.	\$ <u>10<sup>00</sup></u>	\$ <u>13,100<sup>00</sup></u>
Well Points	4,950	L.F.	\$ <u>4<sup>50</sup></u>	\$ <u>22,275<sup>00</sup></u>
Asphalt Street Repair	16,300	S.Y.	\$ <u>7<sup>70</sup></u>	\$ <u>125,510<sup>00</sup></u>

B-2

BASE BID (CONTINUED)

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
Concrete Drive Repair	300	S.Y.	\$ <u>23<sup>00</sup></u>	\$ <u>6,900<sup>00</sup></u>
Fertilizer and Seeding	L.S.	L.S.	\$ <u>1,725<sup>00</sup></u>	\$ <u>1,725<sup>00</sup></u>
By Pass Pumping	L.S.	L.S.	\$ <u>28,000<sup>00</sup></u>	\$ <u>28,000<sup>00</sup></u>
Lift Station No. 1	L.S.	L.S.	\$ <u>34,000<sup>00</sup></u>	\$ <u>34,000<sup>00</sup></u>
Rehab. Existing Lift Station	L.S.	L.S.	\$ <u>17,600<sup>00</sup></u>	\$ <u>17,600<sup>00</sup></u>
CDBG Sign	L.S.	L.S.	\$ <u>290<sup>00</sup></u>	\$ <u>290<sup>00</sup></u>
TOTAL				\$ <u>1,027,321<sup>40</sup></u>

EXHIBIT "F"

BID

Proposal of C. J. Morgan  
(hereinafter called "BIDDER"), organized and existing under the laws of the  
State of Mississippi, doing business as Contractor  
To the City of Petal  
(hereinafter called the "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes  
to perform all WORK for the construction of SANITARY SEWER REHABILITATION  
CDBG 0-1135-112-PF-01

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth  
therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a  
joint BID each party thereto certifies as to his own organization, that  
this BID has been arrived at independently, without consultation, com-  
munication, or agreement as to any matter relating to this BID with any  
other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before  
a date to be specified in the NOTICE TO PROCEED and to fully complete the  
PROJECT within 360 consecutive calendar days thereafter. BIDDER further  
agrees to pay as liquidated damages, the sum of \$ 500.00 for each con-  
secutive calendar day thereafter as provided in Section 15 of the General  
Conditions:

BIDDER acknowledges receipt of the following ADDENDUM:

B-1

BASE BID

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
12" Sewer (0-6)	785	L.F.	\$ 14.75	\$ 11,585.75
12" Sewer (6-8)	500	L.F.	\$ 16.75	\$ 8,375.00
12" D. I. Sewer (0-6)	18	L.F.	\$ 100.00	\$ 1,800.00
8" Sewer (0-6)	12,464	L.F.	\$ 12.00	\$ 149,568.00
8" Sewer (6-8)	6,724.5	L.F.	\$ 14.00	\$ 94,143.00
8" Sewer (8-10)	3,479.5	L.F.	\$ 16.00	\$ 55,672.00
8" Sewer (10-12)	1,055	L.F.	\$ 18.50	\$ 19,517.50
8" Sewer (12-14)	145	L.F.	\$ 25.00	\$ 3,625.00
Manhole (0-6)	61	EA.	\$ 1250.00	\$ 76,250.00
Manhole (6-8)	24	EA.	\$ 1450.00	\$ 34,800.00
Manhole (8-10)	11	EA.	\$ 1700.00	\$ 18,700.00
Manhole (10-12)	4	EA.	\$ 2000.00	\$ 8,000.00
Manhole (12-14)	1	EA.	\$ 2500.00	\$ 2,500.00
6" PVC Service Line	10,675	L.F.	\$ 6.75	\$ 72,056.25
6" D. I. Service Line	300	L.F.	\$ 20.00	\$ 6,000.00
4" PVC Service Line	7,000	L.F.	\$ 6.25	\$ 43,750.00
Tie into Existing Manhole	12	EA.	\$ 400.00	\$ 4,800.00
Reconnect Exist. Service	435	EA.	\$ 75.00	\$ 32,625.00
12" x 6" Modified Sewer Tee	31	EA.	\$ 120.00	\$ 3,720.00
8" x 6" Modified Sewer Tee	404	EA.	\$ 75.00	\$ 30,300.00
6" Cleanout	1	EA.	\$ 175.00	\$ 175.00
Wash Gravel Bedding	370	C.Y.	\$ 16.50	\$ 6,105.00
Stabilization Material	1,310	C.Y.	\$ 7.00	\$ 9,170.00
Well Points	4,950	L.F.	\$ 5.00	\$ 24,750.00
Asphalt Street Repair	16,300	S.Y.	\$ 12.00	\$ 195,600.00

B-2

BASE BID (CONTINUED)

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
Concrete Drive Repair	300	S.Y.	\$ 30.00	\$ 9,000.00
Fertilizer and Seeding		L.S.	\$ 15,000.00	\$ 15,000.00
By Pass Pumping		L.S.	\$ 50,000.00	\$ 50,000.00
Lift Station No. 1		L.S.	\$ 28,000.00	\$ 28,000.00
Rehab. Existing Lift Station		L.S.	\$ 16,500.00	\$ 16,500.00
CDBG Sign		L.S.	\$ 500.00	\$ 500.00
TOTAL				\$ 1,031,960.50

EXHIBIT "F"

BID

Proposal of Murrett Construction, Inc.  
(hereinafter called "BIDDER"), organized and existing under the laws of the  
State of Mississippi, doing business as a Corporation  
To the City of Petal, Mississippi  
(hereinafter called the "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes  
to perform all WORK for the construction of SANITARY SEWER REHABILITATION  
CDBG 0-1135-112-PF-01

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth  
therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a  
joint BID each party thereto certifies as to his own organization, that  
this BID has been arrived at independently, without consultation, com-  
munication, or agreement as to any matter relating to this BID with any  
other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before  
a date to be specified in the NOTICE TO PROCEED and to fully complete the  
PROJECT within 360 consecutive calendar days thereafter. BIDDER further  
agrees to pay as liquidated damages, the sum of \$ 500.00 for each con-  
secutive calendar day thereafter as provided in Section 13 of the General  
Conditions:

BIDDER acknowledges receipt of the following ADDENDUM:

B-1

BASE BID

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
12" Sewer (0-6)	785	L.F.	\$21.41	\$16,906.85
12" Sewer (6-8)	500	L.F.	\$28.74	\$14,370.00
12" D. I. Sewer (0-6)	18	L.F.	\$34.94	\$628.92
8" Sewer (0-6)	12,464	L.F.	\$16.34	\$203,661.76
8" Sewer (6-8)	6,724.5	L.F.	\$21.41	\$143,971.54
8" Sewer (8-10)	3,479.5	L.F.	\$31.56	\$109,613.02
8" Sewer (10-12)	1,055	L.F.	\$41.14	\$43,402.70
8" Sewer (12-14)	145	L.F.	\$59.73	\$8,661.85
Manhole (0-6)	61	EA.	\$907.24	\$55,341.64
Manhole (6-8)	24	EA.	\$1,093.19	\$26,236.56
Manhole (8-10)	11	EA.	\$1,273.51	\$14,008.61
Manhole (10-12)	4	EA.	\$1,493.27	\$5,973.08
Manhole (12-14)	1	EA.	\$1,746.85	\$1,746.85
6" PVC Service Line	10,675	L.F.	\$10.42	\$111,233.50
6" D. I. Service Line	300	L.F.	\$18.03	\$5,409.00
4" PVC Service Line	7,000	L.F.	\$9.74	\$68,180.00
Tie into Existing Manhole	12	EA.	\$563.50	\$6,762.00
Reconnect Exist. Service	435	EA.	\$129.60	\$56,376.00
12" x 6" Modified Sewer Tee	31	EA.	\$98.04	\$3,039.24
8" x 6" Modified Sewer Tee	404	EA.	\$39.44	\$15,933.76
6" Cleanout	1	EA.	\$112.70	\$112.70
Wash Gravel Bedding	370	C.Y.	\$25.92	\$9,510.40
Stabilization Material	1,310	C.Y.	\$25.92	\$33,955.20
Well Points	4,950	L.F.	\$7.66	\$37,918.00
Asphalt Street Repair	16,300	S.Y.	\$10.14	\$165,282.00

B-2

BASE BID (CONTINUED)

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
Concrete Drive Repair	300	S.Y.	\$28.17	\$8,451.00
Fertilizer and Seeding	L.S.	L.S.	\$5,635.00	\$5,635.00
By Pass Pumping	L.S.	L.S.	\$24,794.00	\$24,794.00
Lift Station No. 1	L.S.	L.S.	\$33,810.00	\$33,810.00
Rehab. Existing Lift Station	L.S.	L.S.	\$16,905.00	\$16,905.00
CDBG Sign	L.S.	L.S.	\$338.10	\$338.10

TOTAL

\$1,249,435.28

EXHIBIT "F"

BID

Proposal of SATTERFIELD CONST. INC.  
hereinafter called "BIDDER"), organized and existing under the laws of the  
state of MIDDLESEX, doing business as A CORPORATION  
To the CITY OF  
PETALUMA, CALIF. (hereinafter called the "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes  
to perform all WORK for the construction of SANITARY SEWER REHABILITATION  
CDBG 0-1135-112-PF-01

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth  
therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a  
joint BID each party thereto certifies as to his own organization, that  
this BID has been arrived at independently, without consultation, com-  
munication, or agreement as to any matter relating to this BID with any  
other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this contract on or before  
a date to be specified in the NOTICE TO PROCEED and to fully complete the  
PROJECT within 360 consecutive calendar days thereafter. BIDDER further  
agrees to pay as liquidated damages, the sum of \$ 500.00 for each con-  
secutive calendar day thereafter as provided in Section 15 of the General  
Conditions:

BIDDER acknowledges receipt of the following ADDENDUM:

NONE

B-1

BASE BID

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
12" Sewer (0-6)	785	L.F.	\$ <u>30.00</u>	\$ <u>23,550.00</u>
12" Sewer (6-8)	500	L.F.	\$ <u>31.00</u>	\$ <u>15,500.00</u>
12" D. I. Sewer (0-6)	18	L.F.	\$ <u>38.00</u>	\$ <u>684.00</u>
8" Sewer (0-6)	12,464	L.F.	\$ <u>25.00</u>	\$ <u>311,600.00</u>
8" Sewer (6-8)	6,724.5	L.F.	\$ <u>26.00</u>	\$ <u>174,837.00</u>
8" Sewer (8-10)	3,479.5	L.F.	\$ <u>36.00</u>	\$ <u>125,242.00</u>
8" Sewer (10-12)	1,055	L.F.	\$ <u>45.00</u>	\$ <u>47,475.00</u>
8" Sewer (12-14)	145	L.F.	\$ <u>70.00</u>	\$ <u>10,150.00</u>
Manhole (0-6)	61	EA.	\$ <u>800.00</u>	\$ <u>48,800.00</u>
Manhole (6-8)	24	EA.	\$ <u>900.00</u>	\$ <u>21,600.00</u>
Manhole (8-10)	11	EA.	\$ <u>1,000.00</u>	\$ <u>11,000.00</u>
Manhole (10-12)	4	EA.	\$ <u>1,100.00</u>	\$ <u>4,400.00</u>
Manhole (12-14)	1	EA.	\$ <u>1,200.00</u>	\$ <u>1,200.00</u>
6" PVC Service Line	10,675	L.F.	\$ <u>8.00</u>	\$ <u>85,400.00</u>
6" D. I. Service Line	300	L.F.	\$ <u>16.00</u>	\$ <u>4,800.00</u>
4" PVC Service Line	7,000	L.F.	\$ <u>6.00</u>	\$ <u>42,000.00</u>
Tie into Existing Manhole	12	EA.	\$ <u>500.00</u>	\$ <u>6,000.00</u>
Reconnect Exist. Service	435	EA.	\$ <u>125.00</u>	\$ <u>54,375.00</u>
12" x 6" Modified Sewer Tee	31	EA.	\$ <u>80.00</u>	\$ <u>2,480.00</u>
8" x 6" Modified Sewer Tee	404	EA.	\$ <u>40.00</u>	\$ <u>16,160.00</u>
6" Cleanout	1	EA.	\$ <u>250.00</u>	\$ <u>250.00</u>
Wash Gravel Bedding	370	C.Y.	\$ <u>16.00</u>	\$ <u>5,920.00</u>
Stabilization Material	1,310	C.Y.	\$ <u>12.00</u>	\$ <u>15,720.00</u>
Well Points	4,950	L.F.	\$ <u>12.00</u>	\$ <u>59,400.00</u>
Asphalt Street Repair	16,300	S.Y.	\$ <u>12.00</u>	\$ <u>195,600.00</u>

B-2

BASE BID (CONTINUED)

ITEM	QTY.	UNIT	UNIT PRICE	EXTENSION
Concrete Drive Repair	300	S.Y.	\$ <u>30.00</u>	\$ <u>9,000.00</u>
Fertilizer and Seeding	L.S.	L.S.	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
By Pass Pumping	L.S.	L.S.	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
Lift Station No. 1	L.S.	L.S.	\$ <u>32,000.00</u>	\$ <u>32,000.00</u>
Rehab. Existing Lift Station	L.S.	L.S.	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
CDBG Sign	L.S.	L.S.	\$ <u>400.00</u>	\$ <u>400.00</u>

TOTAL

\$ 1,371,243.00

1,375,003.00

EXHIBIT "G"

CARDIOLOGY CLINIC

*M. Gerald Lowrimore, M.D., P.A.*

710 South 28th Avenue, Suite B  
P.O. Box 17078  
Hattiesburg, Mississippi 39402  
Phone (601) 264-0076

Specializing in:

Consultative Cardiology  
Cardiac Catheterization  
Angioplasty

Pacemaker Implantation  
Endocardial Biopsy  
Echocardiography

May 29, 1991

TO WHOM IT MAY CONCERN

RE: Mary Cooley

Mrs. Mary Cooley is followed by us chronically for valvular heart disease and has prosthetic heart valve. She has chronic cardiac arrhythmias and requires multiple medications that includes a complex regimen including potent blood thinner requiring frequent blood evaluations to assess the extent of her blood thinning medication. Because of the aforementioned, we feel that it is imperative that she have close proximity to her mother's home who is the only individual who can monitor this entire situation as her husband is away daily at work.

If we may be of assistance, do not hesitate to contact this office.

Sincerely,



M. Gerald Lowrimore, M.D.  
MGL/ess

EXHIBIT "H"

TO: Mayor Jack Gay  
Board of Alderman  
City of Petal, MS

THIS PETITION IS BEING CIRCULATED TO OBTAIN SIGNATURES OBJECTING TO A 1-YEAR EXTENSION ALLOWING A TRAILER TO REMAIN ON MR. JAMES F. CRAFT'S PROPERTY AT 111 LEEVILLE ROAD IN PETAL, MS, WHICH IS NOT ZONED FOR TRAILERS.

IN MARCH OF THIS YEAR, A MEETING OF THE VARIANCE COMMITTEE OF PETAL, MS WAS HELD AND THE VARIANCE REQUESTED BY MR. CRAFT WAS DENIED. HOWEVER, WITHOUT NOTIFICATION, ANOTHER MEETING OF THE VARIANCE COMMITTEE WAS HELD AND THE SAME ISSUE WAS BROUGHT BEFORE THE COMMITTEE. AT THAT TIME, THE EXTENSION WAS GRANTED.

IN ADDITION TO THE EXTENSION, MR. CRAFT WAS GIVEN PERMISSION TO PLACE ANOTHER TRAILER ON THE PROPERTY AT THE SAME LOCATION.

THIS ACTION BY THE VARIANCE COMMITTEE TO ALLOW THE TRAILERS CONSIDERABLY DEPRECIATES THE VALUE OF THE SURROUNDING RESIDENTIAL PROPERTY. IF YOU ARE AGAINST THE PASSAGE OF THE VARIANCE AND/OR 1-YEAR EXTENSION, THEN WE WOULD LIKE FOR YOU TO SIGN THIS PETITION.

ALSO, YOUR PRESENCE AT THE MONTHLY MEETING OF THE BOARD OF ALDERMEN TONIGHT, MAY 7, 1991, WOULD BE GREATLY APPRECIATED. THE MEETING WILL BE HELD AT THE CITY HALL IN PETAL, MS., AT WHICH TIME, WE HOPE TO PRESENT THIS PETITION. YOUR SUPPORT COULD MAKE A DIFFERENCE. THANK YOU!!!

*Wynne Howell, 104 Elizabeth Circle, Petal*  
*Nichelle Harrell, " " " "*  
*Larry Brumfield 128 " " "*  
*Wanda J. Brumfield 128 " " "*  
*Miriam Cleaman 135 " " "*  
*W. L. Llan 135 " " "*  
*Wm G. Barlow 118 Leeville Rd.*  
*Wendy Cooley 127 W 2nd*  
*Ernie D. Barlow 127 W 2nd*  
*Mary Cooley 127 West 2nd*

**FILED**

DATE 5/8/91  
CITY CLERK *William G. Barlow*  
CITY OF PETAL, MS.  
BY *William G. Barlow*  
8:00 AM.

MAY 10, 1991

TO: PETAL MAYOR AND BOARD OF ALDERMEN

On Tuesday May 7th, I was asked to sign a petition dealing with an appeal of a variance ruling that permitted Mary Cooley to move another mobile home to the James Craft property on Leeville Road. When I was asked to sign this petition, I was told that this mobile home was to be moved to the back of the lot and was not a replacement for the present mobile home there.

However, after I investigated this matter, I am asking for my name to be removed from this petition. Because of the serious health problems of Mrs. Cooley and the need to be close to her family, I have no objection to replacement of the old trailer, and I feel that the decision by the Variance Committee was correct.

SIGNED:  
*Wm G. Barlow*  
William G. Barlow  
118 Leeville Road  
Petal, MS 39465

EXHIBIT "I"

Please sign this to allow, May 10. 1991  
Mrs Mrs. James Craft to allow  
her Daughter Mary Cooley to move  
her Trailer onto their property  
at 111 Leville Rd. Petal MS.

Thank you

- |                       |                        |
|-----------------------|------------------------|
| 1. Anita Slade        | 25. Ikelma A. Hutson   |
| 2. SANDY GOOLSBY      | 26. Angela M. Craft    |
| 3. Iva Lee            | 27. Mary A. Craft      |
| 4. Debra Warden       | 28. Vicki Wiggins      |
| 5. Deidre Warden      | 29. Sandy Prater       |
| 6. Bobbie R. Smith    | 30. Patti Cole         |
| 7. Billy D. Lee       | 31. Ronnie Brown       |
| 8. Iva D. Lee         | 32. Ellmae Wedgeworth  |
| 9. Billie Jo Phillips | 33. Opie Beddingfield  |
| 10. Ruby King         | 34. Lillie Quimble     |
| 11. Jerry Paul        | 35. Coral Beddingfield |
| 12. Barbara Luvie     | 36. David Clayton      |
| 13. N. V. Lee Jr      | 37. Beth Kelly         |
| 14. Evelyn G. Lee     |                        |
| 15. David Moore       |                        |
| 16. Larnie Ross       |                        |
| 17. [Signature]       |                        |
| 18. Don Moore         |                        |
| 19. Mrs Simmons       |                        |
| 20. Bob Simmons       |                        |
| 21. Betty Holcomb     |                        |
| 22. Randall Holcomb   |                        |
| 23. H. M. Nolen       |                        |
| 24. D. H. Nolen       |                        |

**FILED**

DATE 5/13/91

CITY CLERK

CITY OF PETAL, MS

BY Quiller C. Daniel



EXHIBIT "J"

DAVID K. HEMETER - ARCHITECT - A.I.A.  
604 ADELINE STREET • HATTIESBURG, MISSISSIPPI 39401  
TELEPHONE 544-4741  
AREA CODE 601

June 7, 1991

Mayor Jack Gay, Jr.  
City of Petal  
P. O. Box 564  
Petal, MS 39465

Reference: Proposed New Multi-Purpose Center  
Petal, MS

Dear Jack:

Enclosed herewith are two copies of a Contract Agreement between the City of Petal and myself for architectural services for the above-referenced project.

If you are in agreement with the terms of the Contract, please sign both copies, retain one for your files, and return the remaining copy to me.

If you have any questions or comments about this Contract or about anything else pertaining to this project, please call me.

Very truly yours,

  
David K. Hemeter

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

**Standard Form of Agreement Between  
Owner and Architect**

1977 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

**AGREEMENT**

made as of the Seventh day of June in the year of Nineteen  
Hundred and Eighty One

**BETWEEN** the Owner: City of Petal, Mississippi

and the Architect: David K. Hemeter

For the following Project: Multi-Purpose Center for Petal, Mississippi  
(Include detailed description of Project location and scope.)

The Owner and the Architect agree as set forth below.

## EXHIBIT "J"

## TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

**ARTICLE 1****ARCHITECT'S SERVICES AND RESPONSIBILITIES****BASIC SERVICES**

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

**1.1 SCHEMATIC DESIGN PHASE**

1.1.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

1.1.2 The Architect shall provide a preliminary evaluation of the program and the Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.1.4 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

**1.2 DESIGN DEVELOPMENT PHASE**

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

**1.3 CONSTRUCTION DOCUMENTS PHASE**

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjust-

ments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**1.4 BIDDING OR NEGOTIATION PHASE**

1.4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

**1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-

contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.5.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is

necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

**1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

**1.7 ADDITIONAL SERVICES**

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.

- 1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.
- 1.7.2 Providing financial feasibility or other special studies.
- 1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.
- 1.7.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- 1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.
- 1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.
- 1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 1.7.11 Providing services for planning tenant or rental spaces.
- 1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.
- 1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.
- 1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.
- 1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during con-

- 2.3 The Owner shall designate, when necessary, a representative authorized to act in the Owner's behalf with respect to the Project. The Owner or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.
- 2.4 The Owner shall furnish a legal description and a certified land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.
- 2.5 The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
- 2.6 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- 2.7 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.
- 2.8 The services, information, surveys and reports required by Paragraphs 2.4 through 2.7 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 2.9 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.
- 2.10 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

### ARTICLE 3

#### CONSTRUCTION COST

##### 3.1 DEFINITION

- 3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.
- 3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been de-

### EXHIBIT "J"

Condition of furnishing services as may be required in connection with the replacement of such Work.

- 1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- 1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 1.7.18 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.
- 1.7.20 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.
- 1.7.21 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.
- 1.7.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
- 1.8 TIME
- 1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

### ARTICLE 2

#### THE OWNER'S RESPONSIBILITIES

- 2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.
- 2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.

signed, specified, selected or specially provided for by the Architect.

- 3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

#### 3.2 RESPONSIBILITY FOR CONSTRUCTION COST

- 3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.
- 3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.
- 3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.
- 3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply

## EXHIBIT "J"

with the fixed limit. The providing of such service shall be the limit of the Architect's responsibility arising from the establishment of such fixed limit, and having done so, the Architect shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase is commenced.

**ARTICLE 4****DIRECT PERSONNEL EXPENSE**

4.1 Direct Personnel Expense is defined as the direct salaries of all the Architect's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

**ARTICLE 5****REIMBURSABLE EXPENSES**

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed in the following Sub-paragraphs:

5.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of the Architect and the Architect's consultants.

5.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

5.1.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

5.1.5 Expense of renderings, models and mock-ups requested by the Owner.

5.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

**ARTICLE 6****PAYMENTS TO THE ARCHITECT****6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

6.1.1 An initial payment as set forth in Paragraph 14.1 is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded

or extended through no fault of the Architect, compensation for any Basic Services required for such extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 14.4 for Additional Services.

6.1.4 When compensation is based on a percentage of Construction Cost, and any portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 14.2.2, based on (1) the lowest bona fide bid or negotiated proposal or, (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost or Detailed Estimate of Construction Cost for such portions of the Project.

**6.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES**

6.2.1 Payments on account of the Architect's Additional Services as defined in Paragraph 1.7 and for Reimbursable Expenses as defined in Article 5 shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

**6.3 PAYMENTS WITHHELD**

6.3.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

**6.4 PROJECT SUSPENSION OR TERMINATION**

6.4.1 If the Project is suspended or abandoned in whole or in part for more than three months, the Architect shall be compensated for all services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 10.4. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be equitably adjusted.

**ARTICLE 7****ARCHITECT'S ACCOUNTING RECORDS**

7.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

**ARTICLE 8****OWNERSHIP AND USE OF DOCUMENTS**

8.1 Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on

other projects, for additions to this Project, or for completion of this Project by others provided the Architect is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

8.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.

**ARTICLE 9****ARBITRATION**

9.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, the Owner, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

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

9.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**ARTICLE 10****TERMINATION OF AGREEMENT**

10.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner upon at least seven days' written notice to the Architect in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due and all Termination Expenses as

10.4 Termination Expenses include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount computed as a percentage of the total Basic and Additional Compensation earned to the time of termination, as follows:

- .1 20 percent if termination occurs during the Schematic Design Phase; or
- .2 10 percent if termination occurs during the Design Development Phase; or
- .3 5 percent if termination occurs during any subsequent phase.

**ARTICLE 11****MISCELLANEOUS PROVISIONS**

11.1 Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

11.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the edition of AIA Document A201, General Conditions, current as of the date of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants and agents.

**ARTICLE 12****SUCCESSORS AND ASSIGNS**

12.1 The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

**ARTICLE 13****EXTENT OF AGREEMENT**

13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both

EXHIBIT "J"

ARTICLE 14  
BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 AN INITIAL PAYMENT of Zero dollars (\$ 0 ) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

*(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)*

Six per cent (6%) of the Construction Cost, as defined in Article 3 above.

14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

*(Include any additional Phases as appropriate.)*

Schematic Design Phase:	percent ( 0 %)
Design Development Phase:	percent ( 25 %)
Construction Documents Phase:	percent ( 50 %)
Bidding or Negotiation Phase:	percent ( 5 %)
Construction Phase:	percent ( 20 %)

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.

14.4 COMPENSATION FOR ADDITIONAL SERVICES

14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

*(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)*

For David K. Hemeter, Architect, a rate of Sixty Dollars (\$60.00) per hour.  
For Joe L. Bingham, Deaftsmen, a multiple of two and one-half (2½) times the actual payroll expense.

14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of one and one-half ( 1½ ) times the amounts billed to the Architect for such services.

*(Identify specific types of consultants in Article 15, if required.)*

14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of one ( 1 ) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

*(Here insert any rate of interest agreed upon.)*

*(Usury laws and requirements under the federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)*

14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

14.7.2 IF THE SERVICES covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be adjusted.

EXHIBIT "J"

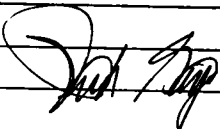
**ARTICLE 15**  
**OTHER CONDITIONS OR SERVICES**

This Agreement entered into as of the day and year first written above.

OWNER City of Petal, Mississippi

ARCHITECT David K. Hemeter

BY \_\_\_\_\_



BY \_\_\_\_\_

*David K. Hemeter*