

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON DECEMBER 15, 1992 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT

MAYOR JACK GAY, JR.

CITY ATTORNEY

THOMAS W TYNER

ALDERMEN

RUEBEN CLEPPER
JERRY CROWE
DONALD H ROWELL
BOBBY RUNNELS
LEROY SCOTT

OTHERS PRESENT

AUBRA EVANS

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

THE INVOCATION WAS OFFERED BY THOMAS W TYNER.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN CROWE MADE A MOTION THAT THE MINUTES OF DECEMBER 1, 1992 BE ACCEPTED AS WRITTEN. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RUEBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, FIRE CHIEF AUBRA EVANS, PRESENTED A REQUEST TO PROMOTE CHRISTOPHER HORNICK TO 1ST LT. IN THE FIRE DEPARTMENT SINCE HE HAS MET ALL OF THE REQUIREMENTS FOR THIS RANK.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOLLOWING ORDER PROMOTING CHRISTOPHER HORNICK TO LT. 1ST CLASS EFFECTIVE DECEMBER 25, 1992.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO PROMOTE CHRISTOPHER HORNICK TO LT. 1ST CLASS EFFECTIVE DECEMBER 25, 1992.

IT IS HEREBY ORDERED THAT MR. HORNICK BE PROMOTED TO THE RANK OF 1ST LIEUTENANT EFFECTIVE DECEMBER 25, 1992.

SO ORDERED ON THIS THE 15TH DAY OF DECEMBER, A.D., 1992.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RUEBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN BOBBY RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

ALDERMAN ROWELL ARRIVED.

WHEREAS, MAYOR GAY PRESENTED A LETTER FROM THE BUILDING INSPECTOR STATING THAT HE HAD MET WITH JOHN MORRIS CONCERNING THE TOXEY MORRIS PROPERTY ON MORRIS STREET AND THAT MR MORRIS PROMISED THAT THE OLD BUILDING WOULD BE REPAIRED SOON SINCE HE WANTS TO RENT IT OR SELL IT. MR. TOLBERT STATED THAT THE PROPERTY HAS BEEN BUSH-HOGGED AND THAT MR. MORRIS WAS ADVISED OF THE CITY'S RIGHT TO CLEAN THE PROPERTY IF THE OWNER REFUSES.

THEREUPON, THE BOARD AGREED TO TAKE NO ACTION AT THIS TIME AND TO HAVE THE CITY INSPECTOR TO CONTINUE TO MONITOR THE PROPERTY.

WHEREAS, MAYOR GAY PRESENTED A STATEMENT FROM THE CITY OF HATTIESBURG IN THE AMOUNT OF \$776.76 FOR PETAL'S SHARE OF THE SALARY FOR THE RECYCLING COORDINATOR FOR NOVEMBER 1992.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY THE \$776.76 TO THE CITY OF HATTIESBURG. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE CONTRACT MODIFICATION #2 OF THE PINEBELT RECYCLING PROJECT CONTRACT NUMBER 92-038-325, 92-039-325, 92-040-325 TO EXTEND THE CONTRACT UNTIL FEBRUARY 26, 1993.

SEE EXHIBIT "A"

MISSISSIPPI DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
ENERGY DIVISION
CONTRACT MODIFICATION NUMBER 2

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT MODIFICATION #2. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE COMPLETED MUNICIPAL COMPLIANCE QUESTIONNAIRE TO THE BOARD

SEE EXHIBIT "B"

MUNICIPAL COMPLIANCE QUESTIONNAIRE

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT THE QUESTIONNAIRE AND TO MAKE IT A PART OF THE MINUTES. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE A SUBORDINATION AGREEMENT BETWEEN THE CITY OF PETAL AND JOHNNY D PEARCE AND WIFE CYNTHIA PEARCE ON PROPERTY SECURED BY A DEED OF TRUST BECAUSE OF A RENTAL REHABILITATION LOAN MR PEARCE RECEIVED FROM THE CITY ON THIS PROPERTY.

SEE EXHIBIT "C"

SUBORDINATION AGREEMENT

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

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE REVENUES AND EXPENDITURES REPORT FOR THE MONTH OF NOVEMBER 1992 TO THE BOARD.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT THE REPORT. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF NOVEMBER, 1992.

WHEREAS, CITY ATTORNEY THOMAS TYNER, PRESENTED AN ORDINANCE ALTERING, MODIFYING AND DESCRIBING THE BOUNDARIES OF THE CITY'S VOTING PRECINCTS TO COINCIDE WITH THE FORREST COUNTY VOTING PRECINCTS.

SEE EXHIBIT "D"

ORDINANCE NUMBER 1985 (62) - A - 1

AN ORDINANCE AMENDING ORDINANCE NUMBER 1985 (62-) - A, ALTERING, MODIFYING, AND DESCRIBING THE BOUNDARIES OF VOTING PRECINCTS

THEREUPON, ALDERMAN CROWE MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE GOVERNOR HAS PROCLAIMED DECEMBER 24TH AND 25TH AS HOLIDAYS FOR THE STATE.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO GIVE THE CITY EMPLOYEES THAT ARE ENTITLED TO THE HOLIDAYS THE 24TH AND 25TH OF DECEMBER AS CHRISTMAS HOLIDAYS. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE SEWER CONTRACT AND AGREEMENT BETWEEN THE CITY OF PETAL AND THE CITY OF HATTIESBURG WHEREBY THE CITY OF HATTIESBURG AGREES TO RECEIVE AND PROCESS THE SEWAGE FROM THE CITY OF PETAL, THROUGH FACILITIES MAINTAINED AND CONSTRUCTED BY THE CITY OF PETAL, AT AN AGREED UPON PRICE.

SEE EXHIBIT "E"

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT AND TO MAKE THE COST PER THOUSAND GALLONS EFFECTIVE DECEMBER 1, 1992. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RUEBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
ALDERMAN BOBBY RUNNELS

THOSE PRESENT AND VOTING "NAY":

NONE

THOSE PRESENT AND ABSTAINING:

ALDERMAN LEROY SCOTT

WHEREAS, MAYOR GAY PRESENTED A STATEMENT FROM THE SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT, AREA AGENCY ON AGING, FOR THE SENIOR CITIZENS SOCIAL SERVICES THROUGH THE WESLEY MANOR HOMEMAKERS SERVICES IN THE AMOUNT OF \$500 FOR SIX (6) MONTHS OF SERVICES.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY \$500 FOR THE SENIOR CITIZEN SERVICES AND TO AUTHORIZE THE PAYMENT OF THE NEXT SIX (6) MONTH BILLING UPON RECEIPT OF THE STATEMENT FROM THE SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED STATED THAT THE CITY IS ELIGIBLE TO APPLY FOR A GRANT UNDER THE FEDERAL SURFACE TRANSPORTATION PROGRAM - TRANSPORTATION ENHANCEMENT FUNDS (STP-TE) PROVIDED BY THE 1991 INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT (ISTEA) TO PROVIDE BEAUTIFICATION ENHANCEMENT ALONG THREE CORRIDORS AND PEDESTRIAN AND BICYCLE FACILITIES ALONG FOUR TRANSPORTATION ROUTES.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOLLOWING MEMORANDUM OF UNDERSTANDING COMMITTING THE CITY TO THE AGREED CONDITIONS IF AWARDED THE GRANT. ALDERMAN SCOTT SECONDED THE MOTION.

SEE EXHIBIT "F"

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF PETAL AND THE
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

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

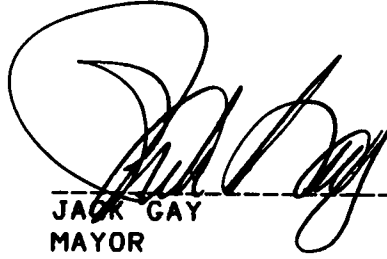
THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS
ADJOURNED ON THIS THE 15TH DAY OF DECEMBER, A.D., 1992.



JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK



EXHIBIT STATE OF MISSISSIPPI
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

JAMES B. HEIDEL
EXECUTIVE DIRECTOR

December 11, 1992

Mr. David Diaz Barriga
City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403

Dear Mr. Diaz Barriga:

SUBJECT: Contract Modification #2 "Pinobelt Recycling Project"
Contract Number 92-038-325, 92-039-325, and 92-040-325

Enclosed for you to get signatures on are three (3) sets of originals of the subject contract modification for the cities of Petal, Laurel and Hattiesburg. Please ensure that all copies are signed, witnessed and returned for my execution. A fully executed copy of each will be returned for your distribution. Your request for a contract extension is hereby granted.

Should you have questions, please contact Mr. Frank R. Hudson of my staff at (601) 359-6600.

Sincerely yours,

Chester B. Smith
Director
Energy Division

Enclosure

MISSISSIPPI DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
ENERGY DIVISION
CONTRACT MODIFICATION NUMBER 2

STATE OF MISSISSIPPI
COUNTY OF HINDS

CONTRACT NUMBER 92-039-325

The Mississippi Department of Economic and Community Development, Energy and Transportation Division, (herein referred to as MDECD,ETD) and the City of Petal, Mississippi (herein referred to as CONTRACTOR) entered into a contractual agreement on December 15, 1991.

WITNESSETH THAT:

WHEREAS, effective July 1, 1992, due to reorganization of the Executive Branch of Mississippi State Government, the Mississippi Department of Economic and Community Development, Energy and Transportation Division (MDECD,ETD) became the Mississippi Department of Economic and Community Development, Energy Division (MDECD,ED); and,

WHEREAS, MDECD,ED has determined that the Period of Performance by CONTRACTOR should be extended beyond the termination date specified in Contract Number 92-039-325 at no additional cost to or consideration from MDECD,ED; and,

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

Paragraph 5. Period of Performance is amended as follows:

The Period of Performance of this contract shall begin on December 15, 1991, and end no later than February 26, 1993.

Except as it is modified by the provisions of this Contract Modification Number Two (2), MDECD,ED contract number 92-039-325 shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

WITNESS THE SIGNATURES OF THE PARTIES, this the 15th day of DECEMBER, 1992.

CONTRACTOR

WITNESS

CITY OF PETAL, MISSISSIPPI

12/15/92
DATE

MISSISSIPPI DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

JAMES HEIDEL
EXECUTIVE DIRECTOR

DATE

WITNESS

ENERGY DIVISION

CHESTER B. SMITH

DATE

1. Name and address of Municipality: CITY OF PETAL
MINUTE BOOK NO 564
PETAL MS 39465

2. List the date and population of the latest official U.S. Census or most recent official census: 1990 - 7883

EXHIBIT "B"

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

- MAYOR JACK GAY 304 GARDEN LANE PETAL, MS 582-1665
- PRISCILLA C DANIEL 2122 OLD RICHTON ROAD PETAL MS 544-8166
- THOMAS TYNER 809 CORBINE STREET HATTIESBURG MS 544-1447
- BOBBY RUNNERS 119 WEST CENTRAL AVE. PETAL, MS 544-1176
- LEROY SCOTT 113 AZALEA AVENUE PETAL MS 583-1519
- REUBEN CLEPPER 204 STARLANE DRIVE PETAL, MS 582-7356
- JERRY CROWE 104 RICHTON DRIVE PETAL, MS 544-2874
- DON ROWELL 114 WEST 7TH STREET PETAL, MS 545-2393

4. Period of time covered by this questionnaire:
From: OCTOBER 1, 1991 To: SEPTEMBER 30, 1992

5. Expiration date of current elected officials' term. JULY 1993
CITY OF PETAL, MISSISSIPPI
(Municipality)

Certification to Municipal Compliance Questionnaire
Year Ended September 30, 1992

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of CITY OF PETAL and, to the best of our knowledge and belief, all responses are accurate.

Priscilla C Daniel
City Clerk's Signature

Jack Gay
Mayor's Signature

12/15/92
Date

Dec 15, 1992
Date

Minute book references:

Book Number 13
Page 342

(Clerk is to enter Minute book references when questionnaire is accepted by Board.)

MUNICIPAL COMPLIANCE QUESTIONNAIRE

ANSWER ALL QUESTIONS : Y - YES, N - NO, N/A - NOT APPLICABLE

PART 1 - GENERAL

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) YES
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 & 27-19-27) YES
3. Are municipal records open to the public? (Section 25-61-5) YES
4. Are meetings of the board open to the public? (Section 25-41-5) YES
5. Are notices of special or recess meetings posted? (Section 25-41-13) YES
6. Are all required personnel covered by appropriate surety bonds?
- Appointed officers and those handling money, see statutes governing the form of government. (i.e. Section 21-3-5 for Code Charter) YES
- Municipal Clerk Section 21-15-38 YES
- Deputy Clerk Section 21-15-23 YES
- Chief of Police Section 21-21-1 YES
- Deputy Police Section 45-5-9 (if hired under this law) YES
7. Are minutes of board meetings prepared to properly reflect the actions of the board? Sections 21-15-17 and 21-15-19 YES
8. Are minutes of the board meetings signed by the mayor or majority of the board within 22 days of the meeting? Section 21-15-33 YES
9. Has the municipality complied with the nepotism law in its employment practices? Section 25-1-53 YES
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their term of office or employment? Section 25-4-185 YES
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? Section 21-35-31 YES
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? Section 21-35-31 or 21-17-19 YES

EXHIBIT "B"

PART II - CASH AND RELATED RECORDS

1. Where required, is a claims docket maintained? Section 21-39-7 YES
2. Are all claims paid in the order of their entry in the claims docket? Section 21-39-9 YES
3. Does the claims docket identify the claimant, claim number, amount, and fund from which each warrant will be issued? Section 21-39-7 YES
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bear the municipal seal? Section 21-39-13 YES
5. Are warrants for approved claims held until sufficient cash is available in the fund it is drawn on? Section 21-39-13 YES
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the State Auditor's Office. Sections 21-35-5, 7, 9 YES
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? Section 21-35-23 YES
8. Has the municipality held a public hearing and published its adopted budget? Section 21-35-5 YES
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? Section 21-35-25 YES
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? Section 21-35-25 YES
11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? Section 21-35-11 YES
12. Does the municipal clerk submit to the board, a monthly report of expenditures against each budget item for the preceding month and fiscal year to date, and the unexpended balances of each budget item? Section 21-35-13 YES
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court ordered or emergency expenditures? Section 21-35-17 YES
14. Has the municipality commissioned municipal depositories? Sections 27-105-353, 363 YES
15. Have investments of funds been restricted to those instruments authorized by law? Section 21-33-323 YES
16. Are donations restricted to those specifically authorized by law? Sections 21-19-45 through 21-19-59 and Section 21-17-5 YES
17. Are fixed assets property tagged and accounted for? Section 7-7-211 - Municipal Audit and Accounting Guide YES
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? YES
19. Are all travel advances made in accordance with the state auditor's regulations? Section 25-3-41 YES

PART III - PURCHASING AND RECEIVING

1. Are bids solicited for purchases, when required by law (written bids and advertising)? Section 31-7-13 (b) & (c) YES
2. Are all lowest and best bid decisions properly documented? Section 31-7-13 (d) YES
- Are all one source item and emergency purchases documented on the boards minutes? 31-7-13 (n) & (k) YES
- Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? Section 31-7-23 YES

PART IV - BONDS AND OTHER DEBT

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? Section 21-33-303 YES
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? Section 21-33-87 YES
3. Have the required trust funds been established for utility revenue bonds? Section 21-27-65 YES
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? Section 21-33-317 YES
5. Has the municipality refrained from borrowing, except where it had specific authority? Section 21-17-5 YES

PART V - TAXES AND OTHER RECEIPTS

1. Has the municipality adopted the county ad valorem tax rolls? Section 27-35-167 YES
2. Are interest and penalties being collected on delinquent ad valorem taxes? Section 21-33-53 YES
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? Section 21-33-63 YES
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (separate funds for each tax levy) Section 21-33-53 YES
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? Sections 27-39-320, 321 YES
6. Are local privilege taxes collected from all businesses, except those exempt by law, within the municipality? Section 27-17-5 YES
7. Are transient vendor taxes collected from all transient vendors, except those exempt, within the municipality? Section 75-85-1 YES
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? Section 83-1-37 YES
9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection; or certified to the county that it does not provide its own fire protection? Section 83-1-37 & Section 83-1-39 YES
10. Are state imposed court assessments collected; and settled monthly? House Bill 1416, 1998 Regular Session YES
11. Are all fines & forfeitures collected when due and settled to the municipal treasury immediately? Section 21-15-21 YES
12. Are bids solicited by advertisement or 3 appraisals obtained under special circumstances, when real property is sold? Section 21-17-1 YES

STATE OF MISSISSIPPI
COUNTY OF ~~FORREST~~ FORREST SUBORDINATION AGREEMENT

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

SEE ATTACHED EXHIBIT "A"

and
WHEREAS, JONNY D. PEARCE AND WIFE CYNTHIA PEARCE
have made application to Magnolia Federal Bank for Savings, a
corporation, for a loan in the sum of \$98,000.00
NOW, THEREFORE, in consideration of the sum of TEN DOLLARS
(\$10.00), cash in hand paid, and other good and valuable
considerations, the receipt of which is hereby acknowledged, the
undersigned, SUNSHINE BANK
Beneficiary in the hereinabove described deed of trust, does
hereby subordinate the lien of the said deed of trust to the deed
of trust executed or to be executed by the said JONNY D. PEARCE
AND WIFE CYNTHIA PEARCE, to Magnolia Federal Bank
for Savings, a corporation, and William F. Jones, as Trustee, to
secure an indebtedness of \$98,000.00, and does hereby agree
that the rights of Magnolia Federal Bank for Savings, as
Beneficiary, shall be paramount and superior to its rights
under the said deed of trust, as well as any extensions, renewals
or future advances thereunder, and that any foreclosure of said
deed of trust by the undersigned shall not in any manner affect
the right of Magnolia Federal Bank for Savings, a corporation, as
Beneficiary, under its deed of trust.

WITNESS THE SIGNATURE of said corporation, by its duly
authorized officer on this, the 15th day of December,
A.D., 1982

CITY OF PETAL
BY: [Signature]

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in
and for said County and State, the within named, JACK GAY
who acknowledged that
as MAYOR, on behalf and by
authority of CITY OF PETAL
he signed, executed and delivered the above and foregoing
instrument on the day and year therein mentioned, as the act and
deed of said corporation.

Given under my hand and seal of office on this the 15th day
of DECEMBER, A.D., 1982.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES:
My Commission Expires August 14, 1984

EXHIBIT "A"

Commence at the intersection of the East line of Western Avenue and
the North line of Southern Avenue which point is also the Southwest
Corner of Lot 4, Block R as shown on the plat of GLENWOOD
SUBDIVISION as per Plat Book 7, Page 7 in the Chancery Clerk's
office at the Courthouse in Forrest County, Mississippi, thence run
East 155.0 feet to the Point of Beginning. From the Point of
Beginning run East 136.5 feet, thence North 200.0 feet, thence West
25.0 feet, thence North 19.3 feet to the centerline of unnamed now
vacated street, thence run North 51 degrees 54 minutes West along
the centerline of vacated street 92.0 feet to the intersection of
centerline of Wilson Street now vacated, thence run Southwest along
the centerline of Wilson Street 59.0 feet, more or less, to the
point due North of Point of Beginning, thence run South 238.5 feet
to the Point of Beginning. Said parcel of land is part of the
Southeast Quarter, Southeast Quarter, Section 2, Township 4 North,
Range 13 West, Forrest County, Mississippi, and is part of Lots 1,
2, 3, 7, 8 and 9 of Block R of said GLENWOOD SUBDIVISION, Forrest
County, Mississippi.

EXHIBIT "D"

ORDINANCE NUMBER 1985 (62)-A-1
OF THE CITY OF PETAL, MISSISSIPPI

AN ORDINANCE AMENDING ORDINANCE NUMBER 1985
(62-) - A, ALTERING, MODIFYING, AND DESCRIBING
THE BOUNDARIES OF VOTING PRECINCTS

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF PETAL, MISSISSIPPI:

SECTION 1:

That Ordinance Number 1985 (62)-A- shall be in full force and effect, with the exception of Section 3, which is amended as follows, to-wit:

SECTION 3: REDEFINING PRECINCTS

1. The voting precincts of the City of Petal, Mississippi, from and after adoption of this Amendment to Ordinance 1985 (62)-A shall be redefined, named and included to insure a correct listing of all voting precincts. The names of all precincts, including the legal metes and bounds descriptions of all of said precincts and voting places designated therein are designated and described as follows, to-wit:

WEST PETAL PRECINCT

There shall be a voting district known as the West Petal Precinct, the voting place for which shall be at 221 West 3th Avenue, Petal, Mississippi. The West Petal Precinct is described as follows:

Begin at the point of intersection of the centerline of Lynn Ray Road with the North line of Section 25, T-5-N, R-13-W.

Thence run West on and along the north line of said Section 25 to the NW corner of said Section 25;

Thence South on and along the section lines to SW corner of Section 25;

Thence West on and along the section lines to its intersection with the main channel of Leaf River;

Thence in a generally Southerly direction and along the meandering of the main channel of said Leaf River to its intersection with a Westerly extension of the North right-of-way of West 7th Avenue, Petal, Mississippi;

Thence East along the Westerly extension of the North right-of-way of West 7th Avenue and the North right-of-way of 7th Avenue to its intersection with the centerline of Main Street in

Petal, Mississippi;

Thence Northerly and along the centerline of Main Street to the Centerline of the Leeville Road;

Thence Northerly and along the centerline of Leeville Road to its intersection with the centerline of the Lynn Ray Road in Section 25, T-5-N, R-13-W.

Thence Northeasterly along the centerline of Lynn Ray Road to its intersection with the North Line of Section 25, T-5-N, R-13-W, which point of intersection is the point of beginning.

PETAL MIDDLE SCHOOL PRECINCT

There shall be a voting precinct known as the Petal Middle School Precinct, the voting place for which shall be at the Petal Middle School Gymnasium, Petal, Mississippi. The Petal Middle School Precinct is described as follows:

Begin at the point of intersection of the centerline of Main Street in Petal, Mississippi, with the centerline of Mississippi Highway Number 42;

Thence Northerly along the centerline of Main Street to its intersection with the centerline of Leeville Road;

Thence Northerly along the centerline of Leeville Road to its intersection with the centerline of the Lynn Ray Road in Section 25, T-4-N, R-13-W;

Thence Northeasterly along the centerline of Lynn Ray Road to its intersection with the North line of Section 25, T-5-N, R-13-W;

Thence East along the section lines to the NE corner of Section 30, T-5-N, R-12-W;

Thence South and along the section lines to its intersection with the centerline of Mississippi Highway Number 42;

Thence Westerly and along the centerline of Mississippi Highway Number 42 to its intersection with the centerline of Main Street, which is the point of beginning.

SMITH SCHOOL PRECINCT

There shall be a voting precinct known as the Smith School Precinct. The voting place for which shall be at the Smith School. The Smith School Precinct is described as follows:

Begin at the point where the centerline of Mississippi Highway Number 42 intersects with the East line of Section 31, T-5-N, R-12-W.

Thence South along the section lines of said Section 31, to the SE corner of said Section 31;

Thence run West to the North-South centerline of said Section 6, T-4-N, R-12-W;

Thence South on and along the North-South centerlines of said Section 6 and Section 7, T-4-N, R-12-W to its intersection with the East-West centerline of Section 7;

Thence run East to the East section line of Section 7;

EXHIBIT "D"

Thence run South along the East line of Section 7 and the East line of Section 18, T-4-N, R-12-W to the SE corner of the NE 1/4 of said Section 18;

Thence run West along the East-West centerline of Section 18 to the SW corner of the NW 1/4 of said Section 18;

Thence North to the NW corner of Section 18;

Thence West along the North line of Section 13, T-4-N, R-13-W to its intersection with the main channel of Leaf River;

Thence Northerly and Northwesterly on and along the meandering of the main channel of Leaf River to its intersection with the Westerly extension of the Northerly right-of-way of 7th Avenue in Petal, Mississippi;

Thence East and along the westerly extension of the Northerly right-of-way of 7th Avenue and along the Northerly right-of-way of 7th Avenue to its intersection with the centerline of Main Street in Petal, Mississippi;

Thence North and along the centerline of Main Street to its intersection with the centerline of Miss. Highway 42.

Thence Easterly and along the centerline of Miss. Highway 42 to its intersection with the East line of Section 31, T-5-N, R-12-W, which is the point of beginning.

2. The Clerk of the municipality is hereby directed to notify the Commissioners of Election of the City of Petal, Mississippi of the creation and alteration of the boundaries of those voter precincts hereinabove created and altered voting places designated therein, all as required by law.

SECTION 2: EFFECTIVE DATE

1. The time being of the essence in the enactment of this Ordinance as to meet deadlines required of the proposed plans and the Department of Justice of the United States of America, then pursuant to Section 21-13-11 of the Mississippi Code of 1972, as amended, this Ordinance shall become effective from this date and upon the occurrences of those conditions in paragraph 2. of this Section.

2. This Ordinance shall take effect and be in force only after the following:

a) Upon said Ordinance being approved by the Justice Department of the United States of America, pursuant to Section 5 of the Voting Rights Act of 1965, as amended.

SECTION 3.

If any section or part of this Ordinance shall be found unauthorized or otherwise unconstitutional, by a court of competent jurisdiction or the Department of Justice of the United States of America, it shall not affect the remaining sections of said Ordinance not found to be unauthorized or unconstitutional.

The above and foregoing Ordinance having been reduced to writing, and having been presented to the Mayor and Board of Aldermen, first section by section, and then upon the Ordinance as a whole, the following vote was had:

Those present and voting "Aye" and in favor of the passage, adoption and approval of each Section of the foregoing Ordinance:

Reuben Clepper
Jerry Crowe
Donald H. Rowell
Bobby Runnels
Leroy Scott

Those present and voting "Aye" and in favor of the passage, adoption and approval of the foregoing Ordinance as a whole:

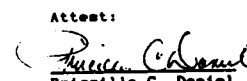
Reuben Clepper
Jerry Crowe
Donald H. Rowell
Bobby Runnels
Leroy Scott

The above and foregoing Ordinance receiving the majority affirmative vote of the Aldermen, the same is hereby passed, adopted and approved on this, the 15th day of December, A.D., 1992.


Jack Gay
Mayor

(Seal)

Attest:


Priscilla C. Daniel
City Clerk

publish once (1) time: December 21, 1992

EXHIBIT "E"

STATE OF MISSISSIPPI)
COUNTY OF FORREST)

CONTRACT AND AGREEMENT

WHEREAS, the City of Hattiesburg and the City of Petal, both being municipal corporations, on the 23th day of August, 1982, at Minute Book 1982-3, pages 291-293, entered into a contract and agreement whereby the City of Hattiesburg agreed to receive and process the sewage from the City of Petal, through facilities maintained and constructed by the City of Petal, at an agreed upon price; and

WHEREAS, the City of Hattiesburg and the City of Petal, on the 8th day of April, 1986, at Minute Book 1986-2, pages 33-36, amended said contract and agreement in order to comply with the requirements of the Bureau of Pollution Control; and

WHEREAS, the City of Hattiesburg and the City of Petal, on the 21st day of February, 1989, at Minute Book 1989-1, pages 480-483, again amended said contract and agreement to authorize the City of Petal to collect sewer from outside its city limits and deliver for treatment by the City of Hattiesburg with prior approval, and requiring prior approval for any and all industrial wastes accepted by the City of Hattiesburg; and

WHEREAS, the construction phase of the City of Petal's sewage collection and transportation system has been completed and their sewage is now transported to the City of Hattiesburg for processing; and

WHEREAS, the City of Hattiesburg has been designated by the federal government, and/or its operating divisions, and the State of Mississippi, and/or its operating divisions, as the regional authority for treatment of sewage; and

WHEREAS, both the City of Hattiesburg and the City of Petal, find and believe that it is in the best interest of their respective municipalities, and in the citizens thereof, for the parties to enter into a contract and agreement whereby the City of Hattiesburg may receive and process sewage collected by the City of Petal, through facilities maintained by the City of Petal, at an agreed upon price, the parties do hereby contract and agree as follows, to-wit:

I.
That this contract and agreement will be effective from and after the first day of October, 1992, and all previous contracts and/or agreements are hereby null and void.

II.
That the City of Petal will maintain and operate a sewage collection and transportation system to deliver sewage from the City of Petal's system to the City of Hattiesburg, at a point on the Hattiesburg side of the Leaf River designated by the City of Hattiesburg and will maintain and operate appropriate engineering standards and requirements, and also appropriate standards and requirements of the State of Mississippi, and its agencies, and the United States Government, and its agencies, and will maintain said collection and transportation system to transport said sewage to a point at the Hattiesburg waste water treatment facility designated by the City of Hattiesburg.

III.
That the City of Petal, Mississippi, will bear all costs and expense of the collection and transportation of sewage to that certain point at the City of Hattiesburg sewage collection system designated by the City of Hattiesburg.

IV.
That it is understood and agreed by the City of Petal and the City of Hattiesburg that the actual cost to be imposed on the City of Petal for the processing of sewage transported to the City of Hattiesburg by the City of Petal is not subject to easy calculation, but the parties agree that the cost shall be determined by taking the annual operation and maintenance cost for the waste water treatment facility of the City of Hattiesburg, deducting therefrom any cost not directly related to the treatment of sewage, said cost to be determined by the City of Hattiesburg and agreed upon by the City of Petal on an annual basis and dividing the same by the annual discharge per thousand gallons per year.

Further, the City of Petal does hereby agree to establish and maintain a special fund for capital expenditures with regard to Petal's share of the improvements and unusual maintenance to the waste water treatment facilities of the City of Hattiesburg to be funded by the City of Petal at a rate of thirty-five percent (35%) of the cost paid by the City of Petal to the City of Hattiesburg for the treatment of sewage. The City of Petal does hereby further agree to provide an annual accounting of said capital expenditures fund to the City of Hattiesburg. Said capital expenditure fund shall be reviewed annually to determine adequacy and the need for adjustments to said fund. It is currently agreed and understood that the City of Petal will pay to the City of Hattiesburg the sum of ten cents (.10) per thousand of gallons of sewage delivered by the City of Petal to the waste water treatment facilities of the City of Hattiesburg.

Further, it is agreed that the City of Petal's share of expenses regarding the improvement and unusual maintenance of the waste water treatment facilities of the City of Hattiesburg shall be assessed by the City of Hattiesburg to the City of Petal based on the amount of discharge of sewage from the City of Petal to the total discharge of the City of Hattiesburg's waste water treatment facility.

V.
The charges to be imposed by the City of Hattiesburg, as set forth in the paragraph precedent shall be determined by calculating the metered flow of the sewage transported by the City of Petal to the City of Hattiesburg, with the City of Petal furnishing, installing, operating and maintaining at a point where the sewage will leave the City of Petal's transportation and collection system and enter the City of Hattiesburg's waste water treatment facility, the necessary equipment and devices for measuring properly all sewage and other waste waters to be discharged into the City of Hattiesburg's waste water treatment facility from the City of Petal's transportation and collection system.

It is agreed and understood that each municipality shall have ready access to such metering equipment at all reasonable times for inspection and examination and that said metering equipment shall be calibrated by the City of Petal on an annual basis and certification of the same provided to the City of Hattiesburg. All readings of the meters shall be entered upon the books and records maintained by the respective municipalities and/or by any designated third party.

VI.
It is agreed and understood by the City of Hattiesburg and the City of Petal that the charges for the services provided by the City of Hattiesburg to the City of Petal can be re-negotiated on an annual basis, and it is further agreed and understood that the terms and provisions of this contract and agreement can be amended, changed, deleted or otherwise altered by the respective parties to the contract and agreement on an annual basis, to take into consideration any change in circumstances found by the governing authorities of either municipality.

VII.
It is agreed and understood by the parties that upon receipt of the calibrated statement for monthly flow, the City of Hattiesburg will submit to the City of Petal an invoice for the number of gallons received by the Hattiesburg waste water treatment facility from the City of Petal collection and transportation system, and that payment of the same will be made by the City of Petal to the City of Hattiesburg within fifteen (15) days thereafter.

VIII.
It is agreed and understood that the City of Petal will gain the City of Hattiesburg's approval prior to accepting any industrial discharge or sewer from areas outside the City of Petal, and that the City of Hattiesburg may require technical information to include appropriate regulatory permits and/or approval prior to issuing its decision on the request.

IX.
It is further agreed and understood that any other necessary and appropriate agreements required by the State of Mississippi, and/or its operating divisions, or the federal government, and/or its operating divisions, necessary and appropriate to be made in order to permit transportation of sewage and operation of the waste water treatment facility by the City of Hattiesburg at the least amount of cost to the respective municipalities shall be duly and properly acted and agreed upon.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the 15th day of Dec, A.D., 1992.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
MAYOR

ATTEST:

CITY CLERK

ATTEST:
Phyllis A. Daniel

CITY OF PETAL, MISSISSIPPI
BY: *John Ray*
MAYOR

The government entity of City of Petal
Forrest County, Mississippi, (hereinafter referred to as the APPLICANT) for the purpose of committing to the agreed conditions under which the APPLICANT may utilize special *Federal Surface Transportation Program - Transportation Enhancement Funds* (STP-TE) provided by the 1991 *Intermodal Surface Transportation Efficiency Act* (ISTEA) and subsequent acts hereby agrees to the following:

WHEREAS, it is understood that conditions presented herein are general in nature with details and specific requirements contained in MDOT Standard Operating Procedures and the Federal Highway Administration (herein after referred to as the FHWA) Federal aid Program Guide; and

WHEREAS, the APPLICANT proposes to construct, reconstruct or improve a facility utilizing STP-TE Funds provided by the 1991 ISTEA and subsequent acts as allocated to the MDOT; and

WHEREAS, the MDOT has allocated a specific amount of STP-TE Funds to be used throughout the State of Mississippi and intends to allocate additional STP-TE Funds as these funds become available; and

WHEREAS, the allocated STP-TE Funds may be used for funding approved projects using the maximum allowable funding ratio unless full participation would result in an amount greater than the MDOT has uncommitted and available at which time the Federal participation will be reduced accordingly so that the total construction cost of the project will not be exceeded.

NOW, THEREFORE, the APPLICANT agrees that for the attached project application the APPLICANT will:

- ARTICLE I: After notification that the project has been approved by the Transportation Commission, execute the General Agreement.
- ARTICLE II: After receipt of the executed General Agreement, prepare or compile information necessary for the initiation of the project and submit to the MDOT District Engineer.
- ARTICLE III: After opening of bids, if it is the intention of the APPLICANT to recommend award of the contract, submit the required APPLICANT matching funds for construction and construction engineering to the MDOT for deposit. The APPLICANT may choose to deposit the full amount or deposit only one third (1/3) of the APPLICANT's share of the cost at this time. If the APPLICANT elects to make the partial deposit, the APPLICANT agrees to deposit an additional one third (1/3) of the APPLICANT's share of the cost before or with the first contractor's estimate. The APPLICANT also agrees to deposit the remaining balance with the next contractor's estimate.

APPLICANT refers to either a state agency, city government, or county government.

MDOT: Trans. Enhan. Page 8

If cost overruns increase the cost of the project beyond the amount of the existing project fund, the APPLICANT agrees to deposit the additional required matching funds with the MDOT prior to the submittal of an invoice which would exceed that amount. Any APPLICANT matching funds remaining in the project fund upon completion of the project will be returned to APPLICANT.

- ARTICLE IV: After the concurrence by the MDOT and FHWA in the award of the contract, the APPLICANT agrees to execute the contract with the contractor and issue a notice to proceed with the work as detailed in the General Agreement.
- ARTICLE V: Maintain and operate or provide for the maintenance and operation of the completed project. Do not permit any changes to be made which would affect traffic and/or traffic control at the completed improvement without the prior approval of the MDOT. Do not permit any changes to be made to the completed improvement which would alter the approved definition of the facility as a *Transportation Enhancement Project* without the prior approval of the MDOT. Acceptable changes must be in conformance with current standards and with provisions of the *Manual on Uniform Traffic Control Devices for Streets and Highways* and *Informational Guide for Preparing Private Driveway Regulations for Major Highways*, *American Association of State Highway and Transportation Officials (AASHTO), 1960*. The APPLICANT understands that failure to fulfill this responsibility in regard to maintenance of the improvement, its operation or regulation will disqualify the APPLICANT from receiving any STP-TE Funds until such time as the deficiencies are corrected to the satisfaction of the MDOT and FHWA, and if the deficiencies are not corrected the APPLICANT may be required to reimburse the MDOT for all project costs.
- ARTICLE VI Assume all responsibility for and save the MDOT harmless from any suits, action or claims of any character, brought for or on account of any injuries or damages received or sustained by any person, persons or property, growing out of any action or omission to act in the conduct of this work.

IN WITNESS WHEREOF, the parties have affixed their signatures on the 15 th day of December, 19 92, Minute Book 13, Page 341 thereof.

APPLICATION OF City of Petal, Mississippi
(Agency Name, OR City, OR County)

LOCATED IN THE COUNTY OF Forrest

Jack Gay, TITLE: Mayor

(Typed Name: Agency Head, OR Mayor, OR President Board of Supervisors)

ATTEST: [Signature], CLERK
(Signature)

EXHIBIT "F"

PETAL COST ESTIMATES
(Estimates based on \$7.00 per linear ft)

Pedestrian/Bicycle Trail

(A) 1.125 MI. (5940 LINEAR FT) HILLCREST LOOP	\$41,580
(B) .50 MI (2640 LINEAR FT) RAILROAD AVENUE	\$18,480
(C) .3125 MI (1650 LINEAR FT) E. 8TH	\$11,550
(D) .375 MI (1980 LINEAR FT) S. MAIN STREET	\$13,860
(E) 1.125 MI (5940 LINEAR FT) LEAF RIVER CORRIDOR	\$41,580

PARKING

\$5,000

Beautification

(Estimate based on 1 tree each 40' @ \$40.00 ea.)

Central Avenue (3300 linear ft each side of street)	165 trees	\$6600
U.S. Hwy 11 (2640 linear ft each side of hwy)	132 trees	\$5280
S. Main (1320 linear ft each side of street)	66 trees	\$2640

Design (10%)	\$16,109
SUBTOTAL PROJECT	\$177,199
Contingency (10%)	\$17,719
TOTAL PROJECT	\$194,918

CERTIFICATION

The City of Petal certifies that the needed resources and capabilities to complete the project will be obtained. The City of Petal certifies that it will assume responsibility for maintenance and upkeep for the project upon its completion. The City of Petal certifies that no known or foreseeable legal impediments exist that will prohibit the completion of this project and that the project will comply with all applicable codes, standards, and/or regulations required for the completion of the project.

IN WITNESS WHEREOF, the parties have affixed their signatures on the 15th day of December, 1992, Minute Book 13, Page 341 hereof.


Jack Gay, Mayor

Attest: 
City Clerk

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