

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 FEBRUARY 4, 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	REUBEN CLEPPER JERRY CROWE DONALD ROWELL BOBBY RUNNELS LEROY SCOTT
OTHERS PRESENT	BOY SCOUT TROOP 24 ALLEN FLYNT BILL SANSING AUBRA EVANS WAYNE MURPHY SAM CORLEY AND OTHERS

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

THE INVOCATION WAS OFFERED BY LEROY SCOTT.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN CLEPPER MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL OF JANUARY 21, 1992 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 RUNNELS
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, SAM CORLEY A RESIDENT OF HOLMES STREET STATED THAT A CHILD CARE CENTER CURRENTLY LOCATED ON HOLMES STREET IS TALKING ABOUT BUYING A HOUSE ADJACENT TO THE CENTER AND EXPANDING ITS OPERATION. MR CORLEY WANTED TO KNOW WHAT, IF ANYTHING COULD BE DONE TO PROHIBIT THE EXPANSION.

THEREUPON, MAYOR GAY STATED THAT THIS WOULD BE A ZONING MATTER AND THAT HE WOULD ASK DAN TOLBERT, THE ZONING ADMINISTRATOR TO LOOK INTO THE MATTER.

WHEREAS, MAYOR GAY PRESENTED A PROCLAMATION TO BOY SCOUT TROOP 24 PROCLAIMING THE WEEK OF FEBRUARY 2-8, 1992 AS BOY SCOUT WEEK IN PETAL.

WHEREAS, MAYOR GAY PRESENTED A PROCLAMATION TO ALLEN FLYNT, PRESIDENT OF THE PETAL ROTARY CLUB AND BILL SANSING, PROJECT CHAIRMAN PROCLAIMING FEBRUARY AS THE MONTH OF INTERNATIONAL UNDERSTANDING.

WHEREAS, CITY ENGINEER, RAYMOND DEARMAN PRESENTED THE FOLLOWING PRELIMINARY COST ESTIMATES FOR EXTENDING SEWER INTO THE AREAS LEFT UNSEWERED IN THE CITY AS REQUESTED BY THE BOARD.

SEE EXHIBIT "A"
LIST OF COST ESTIMATES

THEREUPON, ALDERMAN RUNNELS REQUESTED THAT MR DEARMAN PREPARE AN APPLICATION FOR A LOAN FROM THE STATE SEWER REVOLVING FUND.

WHEREAS, MR. DEARMAN A LETTER RECOMMENDING THAT THE BOARD APPROVE TEMPLE AND SONS ELECTRIC COMPANY OF DECATUR, ALABAMA AS THE SOLE SOURCE SUPPLIER OF TRAFFIC SIGNAL EQUIPMENT AND RELATED REPAIR PARTS.

SEE EXHIBIT "B"
LETTER

THEREUPON, ALDERMAN RUNNELS MADE A MOTION FINDING THAT BASED UPON THE PRESENTATION OF THE MAYOR AND THE CITY ENGINEER THAT TEMPLE AND SONS ARE THE ONLY SUPPLIER OF EAGLE EQUIPMENT FOR THE CITY'S TRAFFIC SIGNAL EQUIPMENT AND PURSUANT TO SECTION 31-7-13(M) THAT THE BOARD FIND TEMPLE AND SONS ELECTRIC COMPANY AS A SOLE SOURCE FOR THESE REPAIR PARTS. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE ZONING CHANGE REQUEST FROM HOLLIS ARTLEY FOR HIS APARTMENTS ON FORD DRIVE.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO SET THE HEARING DATE FOR FEBRUARY 25, 1992 AT 7:00 P.M. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM NEEL-SCHAFFER, INC. FOR A FINAL PAYMENT TO BE PAID TO KEN TEMPLE IN THE AMOUNT OF \$6,300 ON PROJECT NUMBER 006800PI01 OUT OF THE RENTAL REHAB PROGRAM INCOME ACCOUNT AND THAT \$200. BE PAID INTO THE RENTAL REHAB ESCROW FUND TO BE MATCHED BY MR TEMPLE FOR THE PAYMENT OF SOFT COST TO NEEL-SCHAFFER, INC. UPON RECEIPT OF INVOICE.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO PAY KEN TEMPLE \$6,300 ON PROJECT NUMBER 006800PI01 OUT OF THE RENTAL REHAB PROGRAM INCOME ACCOUNT AND TO PAY THE \$200 TO THE RENTAL REHAB ESCROW FUND. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM NEEL-SCHAFFER, INC. FOR A PROGRESS PAYMENT TO WILLIAM G. SANSING/ROBERT M. LOWE IN THE AMOUNT OF \$1,800.00 ON PROJECT NUMBER 00680000442 AND \$600. BE PAID INTO THE RENTAL REHAB ESCROW FUND AND MATCHED BY THE PARTICIPANTS TO PAY SOFT COST TO NEEL-SCHAFFER, INC. UPON RECEIPT OF THEIR INVOICE.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO MAKE THE PROGRESS PAYMENT TO MR SANSING & MR LOWE IN THE AMOUNT OF \$1,800 ON PROJECT NUMBER 00680000442 AND TO PAY INTO THE RENTAL REHAB ESCROW FUND THE \$600. TO BE PAID TO NEEL-SCHAFFER, INC. UPON RECEIPT OF THEIR INVOICE. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE REQUEST FROM NEEL-SCHAFFER, INC. FOR A PROGRESS PAYMENT TO WILLIAM G. SANSING/ROBERT M. LOWE IN THE AMOUNT OF \$3,550 ON PROJECT NUMBER 00680000441 AND \$450 TO BE PAID INTO THE RENTAL REHAB ESCROW FUND TO BE MATCHED BY THE PARTICIPANTS AND PAID TO NEEL-SCHAFFER, INC. UPON RECEIPT OF THEIR INVOICE FOR SOFT COST.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO PAY MR SANSING AND MR LOWE A PROGRESS PAYMENT IN THE AMOUNT OF \$3,550 ON PROJECT NUMBER 00680000441 AND TO PLACE INTO ESCROW \$450. TO BE MATCHED BY THE PARTICIPANTS AND PAID TO NEEL-SCHAFFER, INC. FOR SOFT COST UPON RECEIPT OF THEIR INVOICE. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED PERMISSION TO EXECUTE THE RENTAL REHABILITATION PROGRAM LEGALLY BINDING AGREEMENTS ON THE FOLLOWING PROJECTS:

SEE EXHIBIT "C"

LEGALLY BINDING AGREEMENTS

- a) William G. Sansing/Robert M. Lowe
Project Address: 108 N George St.
- b) William G. Sansing/Robert M. Lowe
Project Address: 106 N George St.
- c) Ken S. Temple
Project Address: 214 E. 6th
- d) Jack Cooley
Project Address: 519 E. 5th
- e) Jack Cooley
Project Address: 139 Jackson Street
- f) Willis Bond
Project Address: 715 Holmes Street

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE MAYOR GAY TO EXECUTE THE LEGALLY BINDING RENTAL REHABILITATION AGREEMENTS. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE CONTRACT BETWEEN THE CITY OF PETAL AND NEEL-SCHAFFER, INC. FOR THE 1991 RENTAL REHAB GRANT NO R-91-SG-0103 FOR ADMINISTRATIVE SERVICES.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT FOR ADMINISTRATIVE SERVICES ON THE 1991 RENTAL REHAB GRANT. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED ESTIMATE # 6 FOR THE SEWER IMPROVEMENT PROJECT IN THE AMOUNT OF \$28,478.44 TO CARTER MULLINGS INC.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO PAY ESTIMATE NUMBER 6 IN THE AMOUNT OF \$28,478.44 TO CARTER MULLINGS, INC.. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM THE PETAL OPTIMIST CLUB FOR THE CITY TO PURCHASE ADVERTISING ON THREE (3) SIGNS AT THE BALLPARK AT \$100.00 PER SIGN.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PURCHASE THE ADVERTISING AT THE PETAL OPTIMIST CLUB BALLPARK IN THE AMOUNT OF \$300.00. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED A \$150.00 REFUND FOR BILL WHEAT BECAUSE HE HAD PAID A SEWER TAP IN THE AMOUNT OF \$185.00 BUT SINCE HAS DECIDED TO TIE INTO AN EXISTING TAP REQUIRING ONLY A \$85.00 INSPECTION FEE.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO REFUND BILL WHEAT \$150.00. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED CLAIMS #19587 - #20050 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PAY CLAIMS #19587 - #20050 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUND. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED PERMISSION TO ATTEND A LEADERSHIP CONFERENCE SPONSORED BY BOLD (BUILDING ORGANIZATIONS FOR LEADERSHIP DEVELOPMENT) ON FEBRUARY 21, 1992 IN JACKSON.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE MAYOR TO ATTEND THE LEADERSHIP CONFERENCE AND TO PAY HIS EXPENSES. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED THE WISHES OF THE BOARD CONCERNING THE PAYMENT OF THE \$3,000 TO FORREST COUNTY FOR THE USE OF THE LANDFILL.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY FORREST COUNTY, UNDER PROTEST, THE \$3,000. FOR THE USE OF THE LANDFILL. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A QUOTATION FOR THE PURCHASE OF ONE (1) M216 45 WATT MOBILE RADIO AT THE STATE CONTRACT BID PRICE OF \$686.32 FOR THE POLICE DEPARTMENT.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE PURCHASE OF THE M216 45 WATT MOBILE RADIO AT STATE CONTRACT BID PRICE. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE WRITTEN QUOTATIONS FOR THE PURCHASE OF ELEVEN (11) SMITH AND WESSON 40 CALIBER SEMI AUTOMATIC WEAPON MODEL 4006:

SEE EXHIBIT "D"

QUOTATIONS

TACTICAL SECURITY 307 GARDEN LANE PETAL, MS. 39465	11 @ \$489.90 EACH	\$5,403.90
NATIONAL POLICE SUPPLY 5421 OLD DOWD RD CHARLOTTE, N.C. 28208	11 @ \$473.29 EACH	5,206.19
SHOOTER'S WORLD	11 @ \$431.42 EACH	4,745.62
ROPER SUPPLY P O BOX 367 PICAYUNE, MS 39466	11 @ \$423.30 EACH	4,656.30

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO AUTHORIZE THE PURCHASE OF ELEVEN (11) SIDEARMS FOR THE POLICE DEPARTMENT AT THE LOW QUOTATION OF \$4,656.30 FROM ROPER SUPPLY. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY RECOMMENDED THAT THE BOARD HIRE W.E. WEATHERFORD AS A PART-TIME EMPLOYEE IN THE STREET DEPARTMENT WHOSE PRIMARY FUNCTIONS WILL BE TO OPERATE THE CITY'S MOWING EQUIPMENT.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOLLOWING ORDER HIRING MR. WEATHERFORD AT A RATE OF \$6.00 PER HOUR EFFECTIVE FEBRUARY 5, 1992. ALDERMAN CLEPPER SECONDED THE MOTION.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME EMPLOYEE IN THE STREET DEPARTMENT TO MAINTAIN THE CITY RIGHT-OF-WAYS.

IT IS HEREBY ORDERED THAT W. E. WEATHERFORD BE HIRED AS A PART-TIME EMPLOYEE IN THE STREET DEPARTMENT AT A RATE OF \$6.00 PER HOUR EFFECTIVE FEBRUARY 5, 1992.

SO ORDERED ON THIS THE 4TH DAY OF FEBRUARY, A.D., 1992.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN CROWE MADE A MOTION TO CLOSE THE MEETING TO DETERMINE IF AN EXECUTIVE SESSION IS NEEDED. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, THE MEETING WAS REOPENED AND ALDERMAN CLEPPER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS CONCERNING THE ACTIONS OF A POLICE DISPATCHER. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

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

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN CROWE MADE A MOTION TO SUSPEND POLICE DISPATCHER EMPLOYEE NUMBER 6082 WITHOUT PAY FOR ONE DAY DUE TO HIS ACTIONS WHICH VIOLATED THE POLICE PROCEDURE MANUAL CONCERNING THE NCIC SECURITY. ALDERMAN RUNNELS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

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

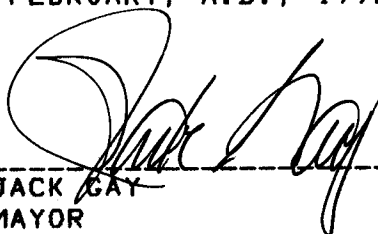
THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

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 4TH DAY OF FEBRUARY, A.D., 1992.



JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "A"

VERY PRELIMINARY
 ENGINEERING ESTIMATE
 TO SERVE
 NON-SEWERED PETAL RESIDENTS

I. KELLY ROSE LANE - (17 residences of which 10 being trailers)

1.	2,750 L.F. 8" Sewer	at \$25.00 per L.F.	\$ 68,750.00
2.	1 EACH Pump Station	at \$15,000.	15,000.00
3.	1,250 L.F. 4" Force Main	at \$5.00 per L.F.	<u>6,250.00</u>
		TOTAL	\$ 90,000.00

II. GRAVEL DRIVE OFF OF 3-MILE CUTOFF VIC HWY. 42 - (9 residences)

1.	2,500 L.F. 8" Sewer	at \$20.00 per L.F.	\$ 50,000.00
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III. U. S. HWY. NO 11 WEST OF RAILROAD - (27 potential users)

1.	8,050 L.F. 8" Sewer	at \$25.00 per L.F.	\$ 201,250.00
2.	1 EACH Pump Station	at \$15,000.00 EA.	15,000.00
3.	500 L.F. 4" Force Main	at \$5.00 per L.F.	2,500.00
4.	Hwy. Bore	at \$10,000.00	10,000.00
5.	Railroad Bore	at \$12,000.00	<u>12,000.00</u>
		TOTAL	\$ 240,750.00

(You can save approximately \$25,000.00 by not servicing VFW)

IV. SMITHVILLE ROAD - (17 residences of which 5 being trailers)

1.	4,683 L.F. 8" Sewer	at \$25.00 per L.F.	\$ 117,075.00
2.	3 EACH Pump Stations	at \$5,000.00 EA.	15,000.00
3.	4,800 L.F. Force Main	at \$4.00 per L.F.	<u>19,200.00</u>
		TOTAL	\$ 151,275.00

(You can save approximately \$63,000.00 by not servicing 3 houses)

TOTAL INVESTMENT \$ 532,025.00

January 30, 1992

EXHIBIT "B"

SHOWS, DEARMAN & WAITS, INC.

CONSULTING ENGINEERS
P. O. BOX 1711 - 301 HARDY STREET
HATTIESBURG, MISSISSIPPI 39403-1711
PHONE 601-544-1821
FAX: 601-544-0501

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.

PAUL J. SHOWS, P.E., R.L.S.
CONSULTANT

January 30, 1992

Mayor and Board of Aldermen
City of Petal
P. O. Box 564
Petal, Mississippi 39465

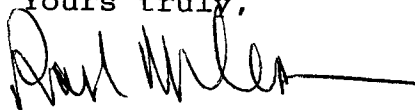
Gentlemen:

I am recommending to you that approval be given to Temple and Sons Electric Company of Decatur, Alabama, as the sole source supplier of traffic signal equipment and related repair parts. This company is now the distributor for Eagle signal equipment for the Southeast region. Temple and Sons have always provided excellent repair work and technical support. They are available 24 hours a day to provide technical support for all Eagle equipment. By exclusively using them as a sole source supplier, only one brand of spare parts need be stocked, thus resulting in a savings of parts inventory.

By granting this approval, you will be doing so as provided for in section 31-7-13 (M), (VIII), thus insuring excellent maintenance for the City's traffic signal equipment.

Should you have any questions or wish to discuss this further, please contact.

Yours truly,



Raymond M. Dearman, P. E.
City Engineer

RMD/jc

EXHIBIT "C"

LEGALLY BINDING AGREEMENT
CITY OF PETAL
RENTAL REHABILITATION PROGRAM

This agreement is between the City of Petal, Mississippi, Post Office Box 564, Petal, Mississippi 39465 (the "City") and

Jack Cooley 507 East 5th Street Petal, MS 39465

("the undersigned").

For value received, the undersigned promises to pay the City of Petal a sum equal to the amount loaned to the undersigned through the City of Petal's Rental Rehabilitation Program, such sum not to exceed \$5,000.00. A ten percent (10%) portion of said principal will be forgiven on an annual basis provided the following conditions are met.

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

1. That there will be no conversion of project housing units to condominium ownership or any form of cooperative assistance, and that there will be no discrimination against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any federal, state or local program; both of the above conditions to be in effect for a period of ten (10) years from the date of completion of the rehabilitated unit(s).
2. That the undersigned will perform or have performed the work necessary to bring the project unit(s) into compliance with applicable City codes, and, that in order to receive the loan funds, such work will be done to the satisfaction of the City of Petal, requirements of the HUD Housing Quality Standards, and the State of Mississippi's department of Community Development. In so agreeing, the undersigned also agrees to provide written documentation of all costs and/or labor expended in performing such work. Failure to provide such sufficient documentation will adversely affect the loan amount the owner would receive. By signing this agreement, the undersigned understands that the loan amount must be matched dollar-for-dollar by the undersigned, with the maximum loan amount not to exceed \$5,000.00, unless otherwise approved by the State of Mississippi's Department of Community Development.
3. Prior to receipt of any Rental Rehabilitation loan funds by the undersigned, work performed will be inspected and approved by the City and written documentation of expenses provided to the City by the undersigned. Upon completion of all work to be performed a final inspection will be made by the City, the Mississippi Regional Public Housing Authority, and the State, and upon approval of the above entities, final release of loan funds will be made to the undersigned, subject to the other conditions of this and other agreements. "Progress payments" may be made to the owner at, for example, the half-way point of a project rehabilitation, provided the terms of this condition are met.
4. If the undersigned does not complete the project rehabilitation on the unit(s), any Rental Rehabilitation loan funds the undersigned has received will become due and payable in full. The deadline for completion of project(s) is March 4, 1992, unless an extension is granted by the City. Requests for extensions must be made in writing and received by the City by February 4, 1992. Work on projects must commence within 90 days after the Pre-rehabilitation Report is filed by the City with HUD.
5. The City's Tenant Assistance Policy will be followed by the undersigned in the event of displacement of a tenant; and, affirmative marketing of vacancies will be done if applicable.
6. Building permits will be obtained from the City through the established procedure.
7. N lead-based paint will be used in the rehabilitation o units; federal regulations concerning this matter will be followed.
8. By signing this agreement, undersigned states that he/she has title to the property to be rehabilitated, and, that, in the event the undersigned sells or conveys the property, the new owner must agree to comply with the terms of the Rental Rehabilitation agreements. Failure to obtain this agreement from the new owner, and with the concurrence of the City, will result in the remaining portion of the loan becoming due and payable in full by the undersigned.
9. The undersigned will keep and maintain books, records and other documents relating directly to the receipt and disbursement of Rental Rehabilitation funds, and any duly authorized representative of the Governor's Office of Federal-State Programs, Department of

EXHIBIT "C"

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

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

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

- 139 Jackson Street
- Petal, MS 39465
- 1 single family housing unit 3 bedroom

in Petal, Mississippi.

AGREED to, this date, by

CITY OF PETAL

Jack Gay, Jr.
Jack Gay, Jr.
Mayor

UNDERSIGNED/OWNER

James C. Coolidge

Attest:

James C. Coolidge
11/4/92
Date

Attest:

Craig High
12/12/91
Date

EXHIBIT "C"

LEGALLY BINDING AGREEMENT
CITY OF PETAL
RENTAL REHABILITATION PROGRAM

This agreement is between the City of Petal, Mississippi, Post Office Box 564, Petal, Mississippi 39465 (the "City") and

Jack Cooley 507 E. 5th Street Petal, MS 39465

("the undersigned").

For value received, the undersigned promises to pay the City of Petal a sum equal to the amount loaned to the undersigned through the City of Petal's Rental Rehabilitation Program, such sum not to exceed \$ 18,000.00. A ten percent (10%) portion of said principal will be forgiven on an annual basis provided the following conditions are met.

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

1. That there will be no conversion of project housing units to condominium ownership or any form of cooperative assistance, and that there will be no discrimination against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any federal, state or local program; both of the above conditions to be in effect for a period of ten (10) years from the date of completion of the rehabilitated unit(s).
2. That the undersigned will perform or have performed the work necessary to bring the project unit(s) into compliance with applicable City codes, and, that in order to receive the loan funds, such work will be done to the satisfaction of the City of Petal, requirements of the HUD Housing Quality Standards, and the State of Mississippi's department of Community Development. In so agreeing, the undersigned also agrees to provide written documentation of all costs and/or labor expended in performing such work. Failure to provide such sufficient documentation will adversely affect the loan amount the owner would receive. By signing this agreement, the undersigned understands that the loan amount must be matched dollar-for-dollar by the undersigned, with the maximum loan amount not to exceed \$ 18,000.00, unless otherwise approved by the State of Mississippi's Department of Community Development.
3. Prior to receipt of any Rental Rehabilitation loan funds by the undersigned, work performed will be inspected and approved by the City and written documentation of expenses provided to the City by the undersigned. Upon completion of all work to be performed a final inspection will be made by the City, the Mississippi Regional Public Housing Authority, and the State, and upon approval of the above entities, final release of loan funds will be made to the undersigned, subject to the other conditions of this and other agreements. "Progress payments" may be made to the owner at, for example, the half-way point of a project rehabilitation, provided the terms of this condition are met.
4. If the undersigned does not complete the project rehabilitation on the unit(s), any Rental Rehabilitation loan funds the undersigned has received will become due and payable in full. The deadline for completion of project(s) is March 4, 1992, unless an extension is granted by the City. Requests for extensions must be made in writing and received by the City by February 4, 1992. Work on projects must commence within 90 days after the Pre-rehabilitation Report is filed by the City with HUD.
5. The City's Tenant Assistance Policy will be followed by the undersigned in the event of displacement of a tenant; and, affirmative marketing of vacancies will be done if applicable.
6. Building permits will be obtained from the City through the established procedure.
7. No lead-based paint will be used in the rehabilitation of units; federal regulations concerning this matter will be followed.
8. By signing this agreement, undersigned states that he/she has title to the property to be rehabilitated, and, that, in the event the undersigned sells or conveys the property, the new owner must agree to comply with the terms of the Rental Rehabilitation agreements. Failure to obtain this agreement from the new owner, and with the concurrence of the City, will result in the remaining portion of the loan becoming due and payable in full by the undersigned.
9. The undersigned will keep and maintain books, records and other documents relating directly to the receipt and disbursement of Rental Rehabilitation funds, and any duly authorized representative of the Governor's Office of Federal-State Programs, Department of

EXHIBIT "C"

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

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

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

519 E. 5th Avenue

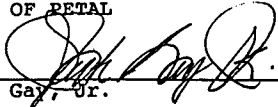
Petal, MS 39465

5 unit Apartment complex

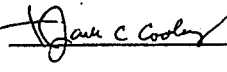
in Petal, Mississippi.

AGREED to, this date, by

CITY OF PETAL


Jack Gay, Jr.
Mayor

UNDERSIGNED/OWNER



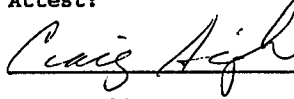
Attest:



Date

1/4/92

Attest:



Date

12/12/92

EXHIBIT "C"

LEGALLY BINDING AGREEMENT
CITY OF PETAL
RENTAL REHABILITATION PROGRAM

This agreement is between the City of Petal, Mississippi, Post Office Box 564, Petal, Mississippi 39465 (the "City") and

Ken S. Temple 1020 Sunrise Road Petal, MS 39465

("the undersigned").

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

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

1. That there will be no conversion of project housing units to condominium ownership or any form of cooperative assistance, and that there will be no discrimination against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any federal, state or local program; both of the above conditions to be in effect for a period of ten (10) years from the date of completion of the rehabilitated unit(s).
2. That the undersigned will perform or have performed the work necessary to bring the project unit(s) into compliance with applicable City codes, and, that in order to receive the loan funds, such work will be done to the satisfaction of the City of Petal, requirements of the HUD Housing Quality Standards, and the State of Mississippi's department of Community Development. In so agreeing, the undersigned also agrees to provide written documentation of all costs and/or labor expended in performing such work. Failure to provide such sufficient documentation will adversely affect the loan amount the owner would receive. By signing this agreement, the undersigned understands that the loan amount must be matched dollar-for-dollar by the undersigned, with the maximum loan amount not to exceed \$ 7,500.00, unless otherwise approved by the State of Mississippi's Department of Community Development.
3. Prior to receipt of any Rental Rehabilitation loan funds by the undersigned, work performed will be inspected and approved by the City and written documentation of expenses provided to the City by the undersigned. Upon completion of all work to be performed a final inspection will be made by the City, the Mississippi Regional Public Housing Authority, and the State, and upon approval of the above entities, final release of loan funds will be made to the undersigned, subject to the other conditions of this and other agreements. "Progress payments" may be made to the owner at, for example, the half-way point of a project rehabilitation, provided the terms of this condition are met.
4. If the undersigned does not complete the project rehabilitation on the unit(s), any Rental Rehabilitation loan funds the undersigned has received will become due and payable in full. The deadline for completion of project(s) is March 4, 1992, unless an extension is granted by the City. Requests for extensions must be made in writing and received by the City by February 4, 1992. Work on projects must commence within 90 days after the Pre-rehabilitation Report is filed by the City with HUD.
5. The City's Tenant Assistance Policy will be followed by the undersigned in the event of displacement of a tenant; and, affirmative marketing of vacancies will be done if applicable.
6. Building permits will be obtained from the City through the established procedure.
7. No lead-based paint will be used in the rehabilitation of units; federal regulations concerning this matter will be followed.
8. By signing this agreement, undersigned states that he/she has title to the property to be rehabilitated, and, that, in the event the undersigned sells or conveys the property, the new owner must agree to comply with the terms of the Rental Rehabilitation agreements. Failure to obtain this agreement from the new owner, and with the concurrence of the City, will result in the remaining portion of the loan becoming due and payable in full by the undersigned.
9. The undersigned will keep and maintain books, records and other documents relating directly to the receipt and disbursement of Rental Rehabilitation funds, and any duly authorized representative of the Governor's Office of Federal-State Programs, Department of

EXHIBIT "C"

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

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

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

214 East 6th Street

 Petal, MS 39465

 1 single family unit with 3 bedrooms

in Petal, Mississippi.

AGREED to, this date, by

CITY OF PETAL

Jack Say, Jr.
Mayor

UNDERSIGNED/OWNER

He & Terry

Attest:

Amelia Daniel

11/4/92
Date

Attest:

Craig High

12/12/91
Date

EXHIBIT "C"

LEGALLY BINDING AGREEMENT
CITY OF PETAL
RENTAL REHABILITATION PROGRAM

This agreement is between the City of Petal, Mississippi, Post Office Box 564, Petal, Mississippi 39465 (the "City") and

Willis A. Bond 408 Ford Drive Petal, MS 39465

("the undersigned").

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

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

1. That there will be no conversion of project housing units to condominium ownership or any form of cooperative assistance, and that there will be no discrimination against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any federal, state or local program; both of the above conditions to be in effect for a period of ten (10) years from the date of completion of the rehabilitated unit(s).
2. That the undersigned will perform or have performed the work necessary to bring the project unit(s) into compliance with applicable City codes, and, that in order to receive the loan funds, such work will be done to the satisfaction of the City of Petal, requirements of the HUD Housing Quality Standards, and the State of Mississippi's department of Community Development. In so agreeing, the undersigned also agrees to provide written documentation of all costs and/or labor expended in performing such work. Failure to provide such sufficient documentation will adversely affect the loan amount the owner would receive. By signing this agreement, the undersigned understands that the loan amount must be matched dollar-for-dollar by the undersigned, with the maximum loan amount not to exceed \$ 8,500.00 , unless otherwise approved by the State of Mississippi's Department of Community Development.
3. Prior to receipt of any Rental Rehabilitation loan funds by the undersigned, work performed will be inspected and approved by the City and written documentation of expenses provided to the City by the undersigned. Upon completion of all work to be performed a final inspection will be made by the City, the Mississippi Regional Public Housing Authority, and the State, and upon approval of the above entities, final release of loan funds will be made to the undersigned, subject to the other conditions of this and other agreements. "Progress payments" may be made to the owner at, for example, the half-way point of a project rehabilitation, provided the terms of this condition are met.
4. If the undersigned does not complete the project rehabilitation on the unit(s), any Rental Rehabilitation loan funds the undersigned has received will become due and payable in full. The deadline for completion of project(s) is March 2, 1992 , unless an extension is granted by the City. Requests for extensions must be made in writing and received by the City by February 2, 1992 . Work on projects must commence within 90 days after the Pre-rehabilitation Report is filed by the City with HUD.
5. The City's Tenant Assistance Policy will be followed by the undersigned in the event of displacement of a tenant; and, affirmative marketing of vacancies will be done if applicable.
6. Building permits will be obtained from the City through the established procedure.
7. No lead-based paint will be used in the rehabilitation of units; federal regulations concerning this matter will be followed.
8. By signing this agreement, undersigned states that he/she has title to the property to be rehabilitated, and, that, in the event the undersigned sells or conveys the property, the new owner must agree to comply with the terms of the Rental Rehabilitation agreements. Failure to obtain this agreement from the new owner, and with the concurrence of the City, will result in the remaining portion of the loan becoming due and payable in full by the undersigned.
9. The undersigned will keep and maintain books, records and other documents relating directly to the receipt and disbursement of Rental Rehabilitation funds, and any duly authorized representative of the Governor's Office of Federal-State Programs, Department of

EXHIBIT "C"

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

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

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

715 Holmes Street

Petal, MS 39465

1 single family unit with 3 bedrooms

in Petal, Mississippi.

AGREED to, this date, by

CITY OF PETAL

Jack Gay, Jr.
Mayor

UNDERSIGNED/OWNER

William A. Bond

Attest:

Priscilla Daniel

Date

1/4/92

Attest:

Craig High

Date

1/10/92

EXHIBIT "C"

LEGALLY BINDING AGREEMENT
CITY OF PETAL
RENTAL REHABILITATION PROGRAM

This agreement is between the City of Petal, Mississippi, Post Office Box 564, Petal, Mississippi 39465 (the "City") and

William G. Sansing/Robert M. Lowe P. O. Drawer J. Petal, MS 39465

("the undersigned").

For value received, the undersigned promises to pay the City of Petal a sum equal to the amount loaned to the undersigned through the City of Petal's Rental Rehabilitation Program, such sum not to exceed \$6,000.00. A ten percent (10%) portion of said principal will be forgiven on an annual basis provided the following conditions are met.

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

1. That there will be no conversion of project housing units to condominium ownership or any form of cooperative assistance, and that there will be no discrimination against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any federal, state or local program; both of the above conditions to be in effect for a period of ten (10) years from the date of completion of the rehabilitated unit(s).
2. That the undersigned will perform or have performed the work necessary to bring the project unit(s) into compliance with applicable City codes, and, that in order to receive the loan funds, such work will be done to the satisfaction of the City of Petal, requirements of the HUD Housing Quality Standards, and the State of Mississippi's department of Community Development. In so agreeing, the undersigned also agrees to provide written documentation of all costs and/or labor expended in performing such work. Failure to provide such sufficient documentation will adversely affect the loan amount the owner would receive. By signing this agreement, the undersigned understands that the loan amount must be matched dollar-for-dollar by the undersigned, with the maximum loan amount not to exceed \$ 6,000.00, unless otherwise approved by the State of Mississippi's Department of Community Development.
3. Prior to receipt of any Rental Rehabilitation loan funds by the undersigned, work performed will be inspected and approved by the City and written documentation of expenses provided to the City by the undersigned. Upon completion of all work to be performed a final inspection will be made by the City, the Mississippi Regional Public Housing Authority, and the State, and upon approval of the above entities, final release of loan funds will be made to the undersigned, subject to the other conditions of this and other agreements. "Progress payments" may be made to the owner at, for example, the half-way point of a project rehabilitation, provided the terms of this condition are met.
4. If the undersigned does not complete the project rehabilitation on the unit(s), any Rental Rehabilitation loan funds the undersigned has received will become due and payable in full. The deadline for completion of project(s) is March 4, 1992, unless an extension is granted by the City. Requests for extensions must be made in writing and received by the City by February 4, 1992. Work on projects must commence within 90 days after the Pre-rehabilitation Report is filed by the City with HUD.
5. The City's Tenant Assistance Policy will be followed by the undersigned in the event of displacement of a tenant; and, affirmative marketing of vacancies will be done if applicable.
6. Building permits will be obtained from the City through the established procedure.
7. No lead-based paint will be used in the rehabilitation of units; federal regulations concerning this matter will be followed.
8. By signing this agreement, undersigned states that he/she has title to the property to be rehabilitated, and, that, in the event the undersigned sells or conveys the property, the new owner must agree to comply with the terms of the Rental Rehabilitation agreements. Failure to obtain this agreement from the new owner, and with the concurrence of the City, will result in the remaining portion of the loan becoming due and payable in full by the undersigned.
9. The undersigned will keep and maintain books, records and other documents relating directly to the receipt and disbursement of Rental Rehabilitation funds, and any duly authorized representative of the Governor's Office of Federal-State Programs, Department of

EXHIBIT "C"

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

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

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

108 N. George St.

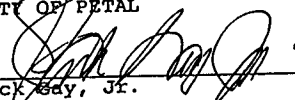
 Petal, MS 39465

 4 Apartments each unit 2 bedrooms

in Petal, Mississippi.

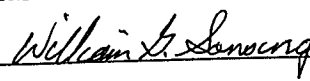
AGREED to, this date, by

CITY OF PETAL




 Jack Bay, Jr.
 Mayor

UNDERSIGNED/OWNER



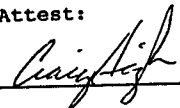
Attest:



 1/4/92

 Date

Attest:



 12/12/91

 Date

EXHIBIT "C"

LEGALLY BINDING AGREEMENT
CITY OF PETAL
RENTAL REHABILITATION PROGRAM

This agreement is between the City of Petal, Mississippi, Post Office Box 564, Petal, Mississippi 39465 (the "City") and

William G. Sansing/Robert M. Lowe P. O. Drawer J Petal, MS 39465

_____ ("the undersigned").

For value received, the undersigned promises to pay the City of Petal a sum equal to the amount loaned to the undersigned through the City of Petal's Rental Rehabilitation Program, such sum not to exceed \$4,500.00. A ten percent (10%) portion of said principal will be forgiven on an annual basis provided the following conditions are met.

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

1. That there will be no conversion of project housing units to condominium ownership or any form of cooperative assistance, and that there will be no discrimination against prospective tenants on the basis of their receipt of or eligibility for housing assistance under any federal, state or local program; both of the above conditions to be in effect for a period of ten (10) years from the date of completion of the rehabilitated unit(s).
2. That the undersigned will perform or have performed the work necessary to bring the project unit(s) into compliance with applicable City codes, and, that in order to receive the loan funds, such work will be done to the satisfaction of the City of Petal, requirements of the HUD Housing Quality Standards, and the State of Mississippi's department of Community Development. In so agreeing, the undersigned also agrees to provide written documentation of all costs and/or labor expended in performing such work. Failure to provide such sufficient documentation will adversely affect the loan amount the owner would receive. By signing this agreement, the undersigned understands that the loan amount must be matched dollar-for-dollar by the undersigned, with the maximum loan amount not to exceed \$4,500.00, unless otherwise approved by the State of Mississippi's Department of Community Development.
3. Prior to receipt of any Rental Rehabilitation loan funds by the undersigned, work performed will be inspected and approved by the City and written documentation of expenses provided to the City by the undersigned. Upon completion of all work to be performed a final inspection will be made by the City, the Mississippi Regional Public Housing Authority, and the State, and upon approval of the above entities, final release of loan funds will be made to the undersigned, subject to the other conditions of this and other agreements. "Progress payments" may be made to the owner at, for example, the half-way point of a project rehabilitation, provided the terms of this condition are met.
4. If the undersigned does not complete the project rehabilitation on the unit(s), any Rental Rehabilitation loan funds the undersigned has received will become due and payable in full. The deadline for completion of project(s) is March 4, 1992, unless an extension is granted by the City. Requests for extensions must be made in writing and received by the City by February 4, 1992. Work on projects must commence within 90 days after the Pre-rehabilitation Report is filed by the City with HUD.
5. The City's Tenant Assistance Policy will be followed by the undersigned in the event of displacement of a tenant; and, affirmative marketing of vacancies will be done if applicable.
6. Building permits will be obtained from the City through the established procedure.
7. No lead-based paint will be used in the rehabilitation of units; federal regulations concerning this matter will be followed.
8. By signing this agreement, undersigned states that he/she has title to the property to be rehabilitated, and, that, in the event the undersigned sells or conveys the property, the new owner must agree to comply with the terms of the Rental Rehabilitation agreements. Failure to obtain this agreement from the new owner, and with the concurrence of the City, will result in the remaining portion of the loan becoming due and payable in full by the undersigned.
9. The undersigned will keep and maintain books, records and other documents relating directly to the receipt and disbursement of Rental Rehabilitation funds, and any duly authorized representative of the Governor's Office of Federal-State Programs, Department of

EXHIBIT "C"

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

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

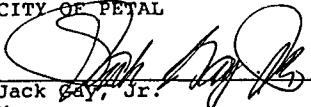
The property or properties to be rehabilitated by the undersigned are as follows:

106 North George Street
 Petal, MS 39465
 4 Apartments each unit 2 bedrooms

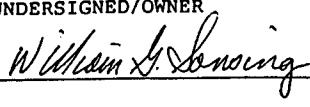
in Petal, Mississippi.

AGREED to, this date, by

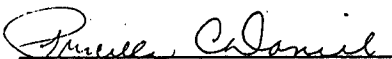
CITY OF PETAL


 Jack Gay, Jr.
 Mayor

UNDERSIGNED/OWNER



Attest:



1/4/92
 Date

Attest:



12/12/91
 Date

EXHIBIT "D"

CITY OF PETAL
DEPARTMENT OF POLICE

P. O. BOX 583
PETAL, MISSISSIPPI 39465

01/30/92

TO: MAYOR GAY & BOARD OF ALDERMEN.

REF: PURCHASE OF SIDEARMS (PISTOLS)

DEAR SIR:

AT THIS TIME, I WOULD LIKE TO REQUEST FOR YOUR APPROVAL FOR THE PURCHASE OF ELEVEN (11) SIDEARMS (PISTOLS).

IT IS MY RECOMMENDATION THAT OUR DEPARTMENT PURCHASE THE SMITH & WESSON MODEL 4006 (.40 S&W 4", S, FS).

BELOW IS THE LIST OF QUOTES FROM VARIOUS COMPANIES:

<u>VENDOR</u>	<u>PRICE EACH</u>	<u>TOTAL</u>
TACTICAL SECURITY	\$489.90	\$5, 403.90
NATIONAL POLICE SUPPLY	473.29	5, 206.19
SHOOTER'S WORLD	431.42	4, 745.62
ROPER SUPPLY	423.30	4, 656.30

THESE PISTOLS ARE A BUDGETED ITEM THAT WAS APPROVED WITH-IN THE POLICE DEPARTMENT BUDGET. THE BOARD APPROVED \$4,800.00 UNDER CAPITAL OUTLAY FOR PISTOLS. I WOULD RECOMMEND THAT WE PURCHASE THE WEAPONS FROM ROPER SUPPLY FOR \$4, 656.30

Chief Wayne Murphy
CHIEF WAYNE MURPHY
PETAL POLICE DEPARTMENT