

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 MARCH 3, 1992 AT 7:00 P.M. IN THE BOARD ROOM OF THE 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	MILTON SCHLESINGER CHIEF WAYNE MURPHY CHIEF AUBRA EVANS ALLEN FLYNT 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 FEBRUARY 18, 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 BUT THERE WAS NONE.

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED THE MAYOR AND BOARD OF ALDERMAN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BID FOR A NEW BACKHOE. THE BIDS READ AS FOLLOWS:

SEE EXHIBIT "A"

STRIBLING EQUIPMENT, INC. P O BOX 6038 JACKSON, MISSISSIPPI 39288	\$32,874.00
LEE TRACTOR CO., INC. P O BOX 2803 GULFPORT, MS. 39505	\$26,943.00
MAULDIN COMPANY 7355 U.S. HWY 49 HATTIESBURG, MS. 39402	1991 \$28,424.00 1992 29,990.00

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO TAKE THE FOREGOING BIDS UNDER ADVISEMENT. 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, POLICE CHIEF MURPHY GAVE THE BOARD A SUMMARY OF THE POLICE DEPARTMENTS ACTIVITIES FOR THE MONTH OF FEBRUARY.

WHEREAS, DAN TOLBERT, CITY BUILDING INSPECTOR, GAVE THE BOARD AN UPDATE ON THE GRAYSON PROPERTY ON OLD RICHTON ROAD. MR TOLBERT STATED THAT MR GRAYSON HAS AGREED TO COMPLY WITH THE C-1 ZONING BUT HE HAS ASKED TO KEEP A MINIMUM NUMBER OF ITEMS WHICH PERTAIN TO THE TRANSPORTATION OF MOBILE HOMES, SUCH AS, TIRES, AXLES, BLOCKS, ETC.

THEREUPON, AFTER LENGTHY DISCUSSION, MR. TOLBERT WAS INSTRUCTED TO GIVE MR GRAYSON A LETTER STIPULATING THAT THE ITEMS HE HAS REQUESTED TO KEEP ON THE PROPERTY MUST BE BEHIND AN ENCLOSED FENCE, OUT OF SIGHT TO ALL AND WILL NOT BE ALLOWED TO CREATE A HEALTH HAZARD TO THE NEIGHBORS.

WHEREAS, MILTON SCHLESINGER ADDRESSED THE BOARD FOR MR BRIAN LAI-FOOK AND REQUESTED THAT ITEM # 2 ON THE AGENDA, THE CONSIDERATION BY THE BOARD OF THE LETTER FROM THE PLANNING COMMISSION RECOMMENDING THE DENIAL OF MR LAI-FOOK'S ZONING CHANGE LETTER FROM THE PLANNING COMMISSION RECOMMENDING THE DENIAL OF MR REQUEST, BE TAKEN UNDER ADVISEMENT UNTIL THE NEXT MEETING IN MARCH.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO TAKE AGENDA ITEM #2 UNDER ADVISEMENT UNTIL THE NEXT REGULAR MEETING, MARCH 17, 1992. 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 A REQUEST FROM CHIEF MURPHY TO PURCHASE THE A SIMPLEX FREQUENCY FOR THE RADIO AT THE POLICE STATION IN THE AMOUNT OF \$320.00.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO AUTHORIZE THE PURCHASE AND INSTALLATION OF THE NEW FREQUENCY. 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 A REQUEST FROM CHIEF MURPHY TO PURCHASE SIX (6) HANDHELD MOTOROLA P-100 RADIOS FOR THE POLICE DEPARTMENT AT THE STATE CONTRACT PRICE OF \$533.80 EACH.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE PURCHASE OF THE SIX (6) MOTOROLA P-100 HANDHELD RADIOS AT THE STATE CONTRACT PRICE OF \$533.80 EACH. 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 FOLLOWING LETTER FROM DAVID COX REQUESTING PERMISSION TO HOLD A "GOING OUT OF BUSINESS SALE" AND THAT THE BOARD WAIVE SECTIONS 75-65-1 THRU 75-65-15 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, WHICH WOULD REQUIRE AN APPLICATION AND THE POSTING OF A BOND.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO WAIVE THE PROVISION OF SECTION 75-65-1 THRU 75-65-15 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND ALLOW MR COX TO HOLD THE "GOING OUT OF BUSINESS SALE" ON MARCH 14, 1992. 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 FOLLOWING PROOFS OF PUBLICATION:

- A) PUBLIC NOTICE - VARIANCE HEARING - LENA SOLEY
- B) NOTICE TO BIDDERS - NEW BACKHOE
- C) PUBLIC NOTICE - ZONING HEARING - HOLLIS ARTLEY

THEREUPON, ALDERMAN RUNNELS MADE A MOTION THAT THE FOREGOING PROOFS OF PUBLICATION BE ACCEPTED AND FILED. 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 * 7 FOR CARTER AND MULLINGS IN THE AMOUNT OF \$52,977.52 ON THE SEWER IMPROVEMENT PROJECT.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PAY CARTER & MULLINGS \$52,977.52 ON THE SEWER IMPROVEMENT PROJECT. 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 INVOICE NUMBER 201577 IN THE AMOUNT OF \$1,501.06 FROM NEEL-SCHAFFER, INC. FOR THE ADMINISTRATION OF THE 1991 RENTAL REHAB PROGRAM.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY INVOICE NUMBER 201577 IN THE AMOUNT OF \$1,501.06 TO NEEL-SCHAFFER, INC. 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 INVOICE NUMBER 201571 IN THE AMOUNT OF \$2,400.00 FROM NEEL-SCHAFFER, INC. FOR THE PROGRAM ADMINISTRATION FOR THE SEWER IMPROVEMENT PROJECT.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY NEEL-SCHAFFER, INC. \$2,400.00 FOR THE PROGRAM ADMINISTRATION FOR THE SEWER IMPROVEMENT PROJECT. 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 ZONING CHANGE REQUEST FROM TERRY THOMAS FOR THE FORREST MEMORIAL GARDENS ON CARTERVILLE ROAD. MAYOR GAY STATED THAT A DATE FOR THE HEARING MUST BE SET.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO SET THE ZONING HEARING FOR MARCH 31, 1992 AT 7:00 P.M. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED AN INDEMNITY AGREEMENT BETWEEN THE CITY OF PETAL AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT. MAYOR GAY STATED THAT A CHECK IN THE AMOUNT OF \$36,669.79 WAS ISSUED TO THE CITY AND SEND TO DEPOSIT GUARANTY NATIONAL BANK FOR DEPOSIT INTO THE CITY'S ACCOUNT BUT THAT DGNB HAS NOT RECEIVED THE CHECK AND IT HAS NOT BEEN DEPOSITED IN ANY CITY ACCOUNTS, THEREFORE THE AGREEMENT NEEDS TO BE EXECUTED SO THAT THE STATE FISCAL MANAGEMENT BOARD WILL BE HELD HARMLESS AGAINST ANY DAMAGES THEY MIGHT SUSTAIN BY ISSUING THE DUPLICATE CHECK.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE INDEMNITY AGREEMENT. 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 20036 - 20375 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PAY CLAIMS 20036 -20375 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FEBRUARY INVOICE FROM FORREST COUNTY IN THE AMOUNT OF \$3,000. FOR THE USE OF THE LANDFILL.

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

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

THOSE PRESENT AND ABSTAINING:

ALDERMAN DONALD H ROWELL

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM THE AMERICAN BUSINESS WOMEN'S ASSOCIATION FOR THE CITY TO PURCHASE AND AD IN THE 18TH ANNUAL ANTIQUE SHOW BROCHURE, THE PROCEEDS FROM THIS WILL SPONSOR COLLEGE SCHOLARSHIPS FOR YOUNG WOMEN OF THIS AREA.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PURCHASE A 1/4 PAGE AD IN THE AMOUNT OF \$40.00. 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 A CLAIM FROM ANN NOWLAND FOR A NEW TIRE SHE PURCHASED AFTER SHE HIT A POTHOLE ON SOUTH GEORGE WHICH SHE CLAIMS RUINED HER TIRE.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO TAKE THIS CLAIM UNDER ADVISEMENT UNTIL FURTHER INVESTIGATION INTO THE MATTER. 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 PROCLAMATION FROM GOVERNOR KIRK FORDICE PROCLAIMING THE MONTHS OF MARCH AND APRIL, 1992 AS "CLEAN UP - PAINT UP MONTHS".

SEE EXHIBIT "B"

PROCLAMATION

THEREUPON, ALDERMAN CROWE MADE A MOTION TO SET MARCH AND APRIL AS "CLEAN UP - PAINT UP MONTHS" IN PETAL TO COINCIDE WITH THE GOVERNOR'S PROCLAMATION. 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 STATED THAT THE HIGHWAY DEPARTMENT HAS REQUESTED THAT THE CITY ISSUE A LETTER OF FINAL ACCEPTANCE OF THE TRAFFIC LIGHTS AT MAIN AND CENTRAL PROJECT: M-8790 (3)/49-8790-00-002-10.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE LETTER OF FINAL ACCEPTANCE TO MATHIEU ELECTRIC ON THEIR CONTRACT FOR THE TRAFFIC LIGHTS AT MAIN AND CENTRAL AVENUE. 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 STATED THAT THE MISSISSIPPI MUNICIPAL ASSOCIATION CONVENTION IS SCHEDULED FOR JUNE 10-13, 1992 IN BILOXI, MS.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO APPROVE THE REGISTRATIONS AND RESERVATIONS OF THE CITY OFFICIALS ATTENDING THE MMA CONVENTION JUNE 10-13 1992 IN BILOXI, MS. 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 TO TRAVEL WITH LEROY SCOTT AND RALPH EDDLEMON TO ATTEND THE MISSISSIPPI RURAL WATER ASSOCIATION 1992 TECHNICAL CONFERENCE AND EXHIBIT SHOW MARCH 12-13, 1992 AT THE COLISEUM RAMADA INN IN JACKSON, MS.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE MAYOR, LEROY SCOTT AND RALPH EDDLEMON TO ATTEND THE MRWA TECHNICAL CONFERENCE IN JACKSON MARCH 12-13, 1992 AND TO PAY THEIR 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 PRESENTED A REQUEST FOR THE CITY CLERK TO ATTEND THE 22ND ANNUAL CONFERENCE OF THE MISSISSIPPI MUNICIPAL CLERKS, COLLECTORS ASSOCIATION IN NATCHEZ, MS. APRIL 15-17, 1992.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ATTEND THE CONVENTION AND TO PAY HER EXPENSES. ALDERMAN ROWELL 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 TRAVEL REQUEST TO ATTEND BASIC ECONOMIC DEVELOPMENT COURSE APRIL 5-10, 1992 IN ATLANTA, GEORGIA FOR WHICH HE HAS RECEIVED A SCHOLARSHIP FOR THE \$495.00 TUITION FEE.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE MAYOR TO ATTEND THE BASIC ECONOMIC DEVELOPMENT COURSE AND TO PAY HIS EXPENSES. 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 FOLLOWING ORDER INCREASING GLEN MCINNIS TO \$5.25 PER HOUR EFFECTIVE MARCH 25, 1992.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO INCREASE GLEN MCINNIS RATE OF PAY UPON THE COMPLETION OF SIX MONTHS EMPLOYMENT WITH THE CITY.

IT IS HEREBY ORDERED THAT GLEN MCINNIS' RATE OF PAY BE INCREASED TO \$5.25 PER HOUR EFFECTIVE MARCH 25, 1992.

SO ORDERED ON THIS THE 3RD DAY OF MARCH, A.D., 1992.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 REPORTED THAT SINCE LIDO VEAL HAS FAILED TO APPLY FOR A NEW BUILDING PERMIT TO REPLACE THEIR FACILITY DESTROYED BY FIRE, HE REQUESTED THE WISHES OF THE BOARD CONCERNING THE TAX EXEMPTION PREVIOUSLY GRANTED.

THEREUPON, ALDERMAN RUNNELS MADE THE FOLLOWING MOTION:

THAT LIDO VEAL'S TAX EXEMPTION TO WITHDRAWN AT IT ANNIVERSARY DATE OF DECEMBER 18, 1990 AND THAT A HEARING BE SCHEDULED FOR LIDO VEAL TO SHOW CAUSE, IF ANY, WHY SAID TAX EXEMPTION SHOULD NOT BE REPEALED; THAT SAID HEARING BE SCHEDULED FOR 7:00 P.M. ON APRIL 21, 1992 IN THE BOARD ROOM OF CITY HALL.

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, ALDERMAN SCOTT MADE A MOTION TO REFUND GENE EVANS GARBAGE FEES HE HAS PAID OVER THE YEARS BECAUSE MR EVANS IS OUTSIDE THE CITY LIMITS.

THE MOTION DIED FOR LACK OF A SECOND.

WHEREAS, ALDERMAN CLEPPER MADE A MOTION TO CLOSE THE MEETING TO DETERMINE IF THE NEED EXIST FOR AN EXECUTIVE SESSION. 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

THEREUPON, THE MEETING WAS REOPENED AND ALDERMAN CLEPPER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS LITIGATION PENDING WITH FORREST COUNTY. ALDERMAN ROWELL 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, MAYOR GAY STATED THAT NO ACTION WAS TAKEN DURING THE EXECUTIVE SESSION.

WHEREAS, MAYOR GAY PRESENTED THE AGREEMENT BETWEEN THE CITY OF PETAL AND THE MISSISSIPPI STATE HIGHWAY COMMISSION TO CORRECT THE CRITICAL RAILROAD CROSSING AT WEST 1ST AVENUE WITH THE COST OF THE CONSTRUCTION OF THE PROJECT BEING ASSUMED BY THE HIGHWAY COMMISSION USING 100% FEDERAL FUNDS AND THE CITY ASSUMING THE COST OF THE NECESSARY ENGINEERING SERVICES.

SEE EXHIBIT "C"

RAILROAD GRADE CROSSING PROTECTION PROGRAM AGREEMENT
PROJECT # STP-RRP-9333(1)
TERMINI: W 1ST AVENUE - PETAL, MS.
DOT NO. 725593Y

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH THE STATE HIGHWAY COMMISSION. ALDERMAN SCOTT ROWELL 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 AN AMENDED CONSULTANT ENGINEERING AGREEMENT BETWEEN THE CITY OF PETAL AND RICHARD SIMMONS, CONSULTING ENGINEER, FOR ALL ENGINEERING SERVICES REQUIRED ON FEDERAL AID PROJECT NO. STP-RRP-9333(1) AT THE RAILROAD CROSSING ON WEST 1ST AVENUE.

SEE EXHIBIT "D"

AGREEMENT - CONSULTING ENGINEER

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF PETAL AND RICHARD SIMMONS, CONSULTING ENGINEER. 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

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN 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, MS. WAS ADJOURNED ON THIS THE 3RD DAY OF MARCH, A.D., 1992.



JACK GAY
MAYOR

(SEAL)

ATTEST:


PRISCILLA C. DANIEL - CITY CLERK

EXHIBIT "A"



OF MISSISSIPPI

I-10 Woolmarket, P.O. Box 2803, Gulfport, MS 39505, (601) 392-9922

City Clerk
City of Petal
Petal, Ms. 39465

Gentleman:

Lee Tractor Co. is pleased to propose the following for your consideration.

- (1) or more New Case Model 580 Super 'K' Loader-Backhoe
Per your attached specifications.

PRICE : \$ 26,943.00 ea.

Delivery - 15 days or less

Warranty - 1 year on entire machine
2 years on engine
(please see attached warranty information)

Optional Extended Power Train Warranty -
5 year 5000 hour additional cost - \$ 1320.00

Service available with local service rates

Thank you for allowing us to quote you on your current equipment needs.

Sincerely,


E. Quinn Howard
Branch Manager

Harrison County Privilege tax # 1687
County Vendor License # 20570

EXHIBIT "A"

HIGHWAY 49 SOUTH / POST OFFICE BOX 6038 / JACKSON, MISSISSIPPI 39208 / 601-932-3711 / 1-800-682-6409



NATCHEZ / 442-3613
COLUMBUS / 328-0820
GREENWOOD / 453-7556
MERIDIAN / 482-5575
HATTIESBURG / 268-2103
GULFPORT / 864-9282

February 28, 1992

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

Ladies and Gentlemen:

As per your request for bids to be received until 7:00 p.m. March 3, 1992, for the purchase of one new and current model Wheel Loader Backhoe combination for the use of your city; we, Stribling Equipment, Inc. are pleased to submit the following bid for one (1) new John Deere 310D Wheel Loader Backhoe combination equipped as follows:

- John Deere (4) four cylinder 67 net FWHp wet sleeve diesel engine
- Transmission with 4 forward and 4 reverse speeds with torque converter and powershift forward and reverse
- 11L X 16 10-ply front tires
- 19.5 X 24 8-ply rear tires
- One cubic yard loader bucket with return-to-dig and lift capacity to full height of 5,700 lbs.
- Inboard final drives with hydraulic lock-unlock differential
- Hydraulic wet disc enclosed self-adjusting brakes
- John Deere backhoe with two lever controls, 14'6" digging depth with 24" digging bucket and 36" digging bucket
- Stabilizers with reversible pads, rubber on one side and cleated on the other side
- Work lights, engine side shields, vandal protection & seat
- Tool box
- ROPS canopy

Warranty: Six (6) months full plus six (6) months powertrain warranty or 1,500 hours the sooner to occur. Powertrain does not cover mileage or travel time.

City of Petal
February 28, 1992
Page 2

Unit serviced and delivered FOB your city for the cash sum of.....\$32,874.00
Delivery 5 to 10 days after receipt of order.

This quote is good for 30 days

Thank you for the privilege of submitting this quote. We hope it meets with your approval and that we shall be favored with your business.

Very truly yours,

STRIBLING EQUIPMENT, INC.

A handwritten signature in cursive script that reads 'Jimmy Hayward'.
Jimmy Hayward
Sales Representative
Lic# 08513

EXHIBIT "A"



MAULDIN COMPANY

7355 U.S. Hwy 49 Phone 268-2648
HATTIESBURG, MISSISSIPPI 39402

February 28, 1992

City of Petal
City Clerk
Petal, MS 39465

Gentlemen:

We are pleased to offer the following new equipment in response to your bid inquiry.

One new Ford 555C tractor-loader-backhoe which meets or exceeds your specifications for "one new 1992 backhoe/loader for the street department for the City of Petal."

1992 production-Price each...\$29,990.00
or 1991 production-Price each...\$28,424.00

Delivery is available within 30 days of our receiving your purchase order.

The standard manufacturer's warranty coverage is one full year from purchase. Extended service plans are available for 3 or 5 years from purchase in which a deductible is incurred for each visit after the first year. Add the following prices if one of these plans is chosen: *(See attachment for details)*

Price of full coverage for 3 year term-\$1,732.00
Price of power train only for 3 year term-\$675.00
Price of full coverage for 5 year term-\$2,100.00
Price of power train only for 5 year term-\$1,444.00

All remaining bid specifications are addressed by the following specifications of the unit we bid herein:

The new Ford 555C includes:

- 4 cylinder diesel engine
- 65 net horsepower at 2200 RPM
- back up alarm
- horn
- differential lock
- SMV emblem
- 4 post ROPS with canopy (OSHA approved)
- seat belts
- power steering
- parking brake
- 2 lever backhoe controls
- 4 forward and 4 reverse synchromesh transmission
- dirt and street stabilizer pads
- gauges for full level, temperature, and hourmeter

- audio visual warning signals for engine oil pressure, transmission, temperature, parking brake
- warning light for alternator
- stop and turn signals
- safety flashers
- 2 front and 2 rear halogen work lights
- instrument panel light
- front tires-11 L x 16, 10 ply
- rear tires-18.4 x 24, 8 ply, R4 industrial lug
- loader full height lift capacity of 6000 pounds
- loader breakout force of 12,000 pounds
- heaped loader bucket capacity of 1.1 cubic yards
- loader dump height of 9 feet, 5 inches
- loader digging depth level bucket is 3.6 inches
- heavy duty loader bucket
- backhoe digging depth of 14 feet, 6 inches
- backhoe reach from swing post of 18 feet, 4 inches
- heavy duty 24 and 36 inch buckets for backhoe
- backhoe lifting capacity maximum boom at 65 degrees is 4620 pounds
- tool box
- local service and local service rates available
- delivery within 30 days of our receiving your purchase order
- warranty specified above

This offer is good for 30 days.

The bid price quoted herein does not exceed the price fixed by the state "Indexed List of Commodities" or is not contained in said list.

Sincerely,

Richard N. Mauldin

EXHIBIT "B"

STATE OF MISSISSIPPI

Office of the Governor



A PROCLAMATION

BY THE

GOVERNOR

WHEREAS, The State of Mississippi is rich in natural resources and beauty; and

WHEREAS, All citizens should contribute to keeping our environment clean and should work together to preserve clean air, fresh water and the natural beauty of our surroundings; and

WHEREAS, The elimination of litter and trash from our environment is an important goal and every community should be involved in worthy efforts to keep Mississippi beautiful; and

WHEREAS, Education is one of the primary benefits of the Keep Mississippi Beautiful Program. Citizens of all ages should be aware of problems caused by litter:

NOW, THEREFORE, I, Kirk Fordice, Governor of the State of Mississippi, hereby proclaim the months of March and April, 1992, as CLEAN UP - PAINT UP MONTHS in Mississippi and encourage our citizens to join in helping to beautify the communities of our State.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE at the Capitol, in the City of Jackson, the 27th day of January in the year of our Lord, nineteen hundred and ninety-two, and of the Independence of the United States of America, the two hundred and sixteenth.



Kirk Fordice
GOVERNOR

BY THE GOVERNOR

Dick Thompson
SECRETARY OF STATE

EXHIBIT "C"

CONSULTANT
ENGINEERING AGREEMENT

BETWEEN

THE CITY OF Petal AND Richard Simmons, A CONSULTING
ENGINEER, FOR ALL ENGINEERING SERVICES REQUIRED ON FEDERAL AID
PROJECT NO. STP-RRP-9333(1), Forrest County

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

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

WHEREAS, the City desires to employ the services of
Richard Simmons (hereinafter referred to as the Con-
sultant); Address 102 West Florence, Hattiesburg, MS 39401
as Consultant on said work.

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

I. LOCATION AND DESCRIPTION OF THE PROJECT

A: LOCATION: W. 1st Ave.-SOU725593Y

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

II. ENGINEERING SERVICES TO BE PERFORMED:

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

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

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

B. Basis of Payment for Engineering Services:

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

C. Total Costs of Engineering Services:

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

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

D. The Maintenance of Proper Records by the Consultant:
The Consultant shall maintain proper accounting records,
payrolls, documents, papers and other necessary data to
support the cost incurred for engineering services pro-
vided by him, and shall furnish the City two (2) copies
of such records to substantiate the payment for said
engineering services. The Consultant shall maintain a
daily diary for time worked and work accomplished for
each individual performing construction engineering
duties. This diary will be submitted to the City along
with payroll time sheets showing the amounts paid to each
man performing engineering functions. He shall likewise
make such records available at all reasonable times
during the contract period and for three (3) years from
the date of payment of the final estimate. These
records, documents, and data shall be available for
inspection by the City, Department, the Federal Highway
Administration and any other authorized representative of
the Federal Government, and copies thereof shall be
furnished if requested.

E. Beginning Time of Engineering Services: Construction
engineering work shall begin on this project after
notification of the approval of this agreement by the
Department and the Federal Highway Administration and
upon actual arrival on the project by the Railroad
Company. The work shall be completed upon submission
of the Consultant of the final billing for the rail-
road work.

F. Ownership of Engineering and Project Records: All
engineering records including survey notes, plans and
designs, the preparation and development for which the
City has fully compensated the Consultant, shall become

III. MISCELLANEOUS:

- A. Responsibilities for Claims and Liability: The Consultant shall indemnify and save harmless the City, the Department, its officers and employees from all actions, demands or responsibilities arising from, or occasioned by, any act of or omission of the Consultant, his employees, agents, or servants, resulting bodily injury, property damage or death of any party.
- B. Compliance with Title VI of the Civil Rights Act of 1964:
- (1) Compliance with Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - (2) Nondiscrimination: The Consultant, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified of the consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
 - (4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, information, and its facilities as may be determined by the City, the Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the City, the Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the consultants' noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it, the Department or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
 - (6) Incorporation of Provisions: The Consultant will include the provisions of Sec III, Paragraph B, Subparagraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the City, the Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the consultant may request the City and the Department to enter into such litigation to protect the interests of the City and the Department, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.
 - (7) Minority Business Enterprises:
 - (a) Policy: It is policy of the United States Department of Transportation (DOT) that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the MBE requirements of 49 CFR Part 23 apply to this agreement.
 - (b) MBE Obligation. The City and the Department and the Consultant agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the City, the Department and the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The City, the Department and the Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
 - (c) The City shall advise each . . . Consultant . . . that failure to carry out the requirements set forth in Section 23.43(a) shall constitute a breach of contract and, after the notification by the Department or the Federal Highway Administration may result in termination of the . . . contract by the City or such remedy as the City deems appropriate.
- C. Covenant Against Contingent Fees: The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the making of

EXHIBIT "C"

.....
gift or other contingent fee.

- D. **Subletting, Assignment or Transfer of Work:** The subletting, assignment or transfer of any part of these engineering services other than the testing of materials, to any other person, firm or engineering consultant is expressly prohibited.
- E. **Termination of the Contract:** In the event this contract is terminated by either or any of the signatories hereto, written notice thereof must be given to all parties at least thirty (30) days prior to the date of termination, giving full details and reasons for such action. Payment for engineering work performed will be on the basis of a percentage of the work completed.
- F. **Delays and Extensions:** Engineering services shall be performed on a reasonable schedule for both the construction contract and for the preparation of reports and estimates and final documents. Any delay for submission will be requested by letter to the Department giving reasons for the request and the approximate date proposed for submission of that data.
- G. The consultant hereby agrees to comply with all Federal, State and local laws and ordinances applicable to the work.
- H. Any disputes will be mediated by City and Consultant and occurred in by the Department.
- I. **Clean Water and Air Act:** The Consultant agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1887(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), and the Environmental Protection Agency Regulations (40 CFR Part 18). All violations shall be reported to the Department and to U.S.E.P.A. Assistant Administrator for Enforcement.
- J. **Energy Policy and Conservation Act:** The Consultant agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).
- K. **Federal-Aid Highway Program Manual:** The Consul-

tant agrees to comply with all applicable policies of FPM Volume I, Chapter 7, Section 2 and supplements which are made a part of this contract by incorporation.

- L. **Cooperation with Public Engineer:** The Consultant agrees to advise the designated Public Engineer of day to day operations, status of project, changed conditions, and transmit pay estimates, proposed change orders and supplemental agreements to the Public Engineer for his approval.
- M. **Certification Regarding Debarment Suspension, and Other Responsibility Matters - Primary Covered Transactions:** By signing this Agreement the Consultant has provided the Certification required to comply with Appendix A (49 CFR, Part 29).

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the proper officials thereunto duly authorized as of the dates indicated below:

CITY OF Petal on the 3rd day of March,
19 92. Minute Book 13. Page _____,
and the STATE HIGHWAY COMMISSION on the 18th day of December, 1990,
Minute Book 108, Page 1119.

CITY OF Petal
BY: [Signature]
MANOR
DATE: 3/11/92

[Signature]
CONSULTING ENGINEER
DATE: March 11, 1992

RECOMMENDED FOR APPROVAL:

APPROVED:

CHIEF ENGINEER
MISSISSIPPI STATE HIGHWAY
DEPARTMENT

DIRECTOR
MISSISSIPPI STATE HIGHWAY
DEPARTMENT

APPROVED:

FEDERAL HIGHWAY ADMINISTRATION

DATE: _____

EXHIBIT "D"

CONTRACT AGREEMENT

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

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

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

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

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

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

APPENDIX B

PURPOSE:

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

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

Description	Hours	Rate	Amount
Professional Engineer	10	\$50.00	\$500.00
Construction Stakeout (3 man crew)	4	\$50.00	\$200.00
Inspector	32*	\$25.00	\$800.00
Total for installation requiring 4 days			\$1,500.00

* Based on inspecting 8 hours per day as being adequate for inspection.

Add or deduct for additions or less days:

1. Inspecting 8 hrs. @ \$25.00 = \$200.00
 2. Other associated cost (est.) \$15.00
- \$215.00

Schedule based on the above:

Days Required	Lump Sum Amount
3	\$1,285.00
4	\$1,500.00
5	\$1,715.00
6	\$1,930.00
7	\$2,145.00
8	\$2,360.00
9	\$2,575.00
10	\$2,790.00
11	\$3,005.00
12	\$3,220.00
13	\$3,435.00
14	\$3,650.00
15	\$3,865.00
16	\$4,080.00
17	\$4,295.00
18	\$4,510.00

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

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

Witness our signatures this the 11th day of March, 1992.

CITY OF Petal
BY John Ray Mayor
Date 3/11/92

Richard S. Simmons
Consulting Engineer
Date March 11, 1992

RECOMMENDED FOR APPROVAL: James D. Quin, Chief Engineer

APPROVED: John R. Tabb, Director

EXHIBIT "D"

City of Petal
State of Mississippi

CERTIFICATION OF CONSULTANT

I hereby certify that I am the CONSULTING ENGINEER and duly authorized representative of the firm of SIMMONS CONSULTING ENGINEERS, P.A. whose address is 102 West Florence, Hattiesburg, MS 39401 and that neither I nor the above firm I here represent has:

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

except as here expressly stated (if any):

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

Date March 11, 1992 Signature Richard J. Simmons

CERTIFICATION OF CITY

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

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

except as here expressly stated (if any):

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

Date 3/11/92 Signature Paul Day

APPENDIX B

PURPOSE:

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

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

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

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

Add or deduct for additions or less days:

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

Schedule based on the above:

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