

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 MAY 5, 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 H ROWELL BOBBY RUNNELS LEROY SCOTT

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

THE INVOCATION WAS OFFERED BY LEROY SCOTT.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN ROWELL MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF APRIL 21, 1992 BE ACCEPTED AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT.

THEREUPON, COY JOE COSTON PRESENTED THE FOLLOWING LETTER TO THE BOARD.

SEE EXHIBIT "A"

LETTER TO MAYOR AND THE VARIANCE COMMITTEE

THEREUPON, MAYOR GAY STATED THAT THIS WOULD BE SUBMITTED TO THE VARIANCE COMMITTEE AT THEIR NEXT MEETING.

WHEREAS, CHIEF MURPHY PRESENTED A LETTER TO THE BOARD REQUESTING THAT THE VEHICLE ASSIGNED TO HIM BE AN UNMARKED CAR AS IT WILL BE USED IN INVESTIGATIVE MATTERS AND THE USUAL MARKINGS MIGHT HINDER SUCH INVESTIGATIONS.

THEREUPON, ALDERMAN CROWE MADE A MOTION THAT PURSUANT TO SECTION 25-1-87 THE 1987 CROWN VICTORIA VEHICLE # 2FABP72G3HX199412 CITY I.D. # 00941 BE ASSIGNED TO THE CHIEF AS AN UNMARKED CAR. 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 REQUESTED THE WISHES OF THE BOARD CONCERNING THE BIDS FOR THE TRENCHER RECEIVED AT THE APRIL 14, 1992 MEETING.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PURCHASE THE TRENCHER FROM VERMEER SALES AND SERVICE, INC. AT THE LOW BID OF \$25,204.00 AND TO PURCHASE THE 29" TIRES AND RIMS AT A COST OF AN ADDITION \$200.00. 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 THE QUOTATIONS FOR THE LEASE PURCHASE OF THE TRACTOR FOR THE STREET DEPARTMENT AT A COST OF \$15,378.16.

	HANCOCK BANK	FIRST CONTINENTAL
24 MONTH A.P.R.	6.25	6.45
MONTHLY NOTES	\$683.42	\$681.03

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ENTER INTO THE LEASE PURCHASE CONTRACT WITH FIRST CONTINENTAL LEASING, AND TO ADOPT THE FOLLOWING RESOLUTION EVEN THOUGH THE A.P.R. IS HIGHER, THE PAYOUT WILL BE \$57.36 LOWER BECAUSE OF THE PAYMENT UP FRONT. ALDERMAN ROWELL SECONDED THE MOTION.

SEE EXHIBIT "B"

RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH FIRST CONTINENTAL LEASING, A DIVISION OF BANK OF MISSISSIPPI FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT

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 # 9 ON THE SEWER IMPROVEMENT PROJECT TO CARTER MULLINGS, INC. IN THE AMOUNT OF \$41,454.02.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY CARTER MULLINGS \$41,454.02. 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 STATED THAT THE CITY IS PROPOSING TO PARTICIPATE IN A JOINT AUCTION OF SURPLUS PROPERTY WITH THE CITY OF HATTIESBURG AND FORREST COUNTY ON JUNE 13, 1992 AND WOULD LIKE PERMISSION TO ADVERTISE THE FOLLOWING ITEMS FOR SALE:

LIST OF SURPLUS PROPERTY TO BE AUCTIONED

JUNE 13, 1992

WATER DEPARTMENT

DITCH WITCH TRENCHER WITH BACKHOE AND TRAILER

DITCH WITCH	SERIAL # 301764	CITY # 00384
BACKHOE	SERIAL # 11987	CITY # 00386
TRAILER	SERIAL # 21566	CITY # 00385

MIGHTY MOLE BORING MACHINE WITH 60 FT OF ROD & VARIOUS BITS

SERIAL # 6074451 CITY # 01837

STREET DEPARTMENT

JOHN DEERE BACKHOE

MODEL 410	SERIAL # D383279T	CITY # 00661
<u>GRINDER</u>		CITY # 00716
<u>FLOOR JACK</u>		CITY # 00715
<u>HYDRAULIC PUMP</u>		NO NUMBER

FINANCIAL DEPARTMENT

IBM 6:5 RECORDER & TRANSCRIBER SERIAL # 64282 CITY # 00010
(2 PIECES)

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADVERTISE THE FOREGOING EQUIPMENT FOR SALE. 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 THE FINAL PAYMENT TO WILLIS BOND ON PROJECT # 0068000PI02 IN THE AMOUNT OF \$2,000.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY WILLIS BOND THE FINAL PAYMENT OF \$2,000. 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 FORM NEEL-SCHAFFER, INC. FOR THE FINAL PAYMENT TO JACK COOLEY ON PROJECT # 0068000PI03 IN THE AMOUNT OF \$6,364.18.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY JACK COOLEY THE FINAL PAYMENT OF \$6,364.18. 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 THE FOLLOWING LEGALLY BINDING AGREEMENTS BETWEEN THE CITY OF PETAL AND LENDON G. LEE ON THE RENTAL REHAB PROJECT AT 301 BENNETT STREET.

SEE EXHIBIT "C"

AGREEMENT

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT. 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 THE LEGALLY BINDING AGREEMENT BETWEEN THE CITY OF PETAL AND JOHNNY PEARCE ON THE RENTAL REHAB PROJECT AT 403 E 5TH STREET.

SEE EXHIBIT "D"

AGREEMENT

THEREUPON, ALDERMAN CROWE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT. 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 CLAIMS NUMBER 20429-21052 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PAY CLAIMS NUMBER 20429-21052 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. 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 PROCLAMATION FOR THE NATIONAL MANAGEMENT ASSOCIATION PROCLAIMING THE WEEK OF JUNE 1 - JUNE 6, 1992 AS MANAGEMENT WEEK IN PETAL.

THEREUPON, ALDERMAN CROWE MADE A MOTION TO PROCLAIM JUNE 1- JUNE 6, 1992 AS MANAGEMENT WEEK IN PETAL. 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 LETTER FROM CHIEF MURPHY REQUESTING THAT THE BOARD CONSIDER REFUNDING NICK KOLINSKY \$45.00 HE PAID FOR 3 SETS OF FINGERPRINTS WHICH WERE RETURNED TO HIM AS UNUSABLE BECAUSE OF THE QUALITY OF THE PRINTS MADE BY THE CITY'S POLICE DEPARTMENT.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO REFUND MR KOLINSKY THE \$45.00 FEE. 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 A 1990 TAX SALE CANCELLATION ON PARCEL # 112-3-011.00 IN THE NAME OF FAWNETTE O. STYRON BECAUSE OF A HOMESTEAD EXEMPTION ERROR.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO CANCEL THE 1990 TAX SALE ON PARCEL # 112-3-011.00 AND TO REFUND 1991 TAX SERVICE, THE PURCHASER AT TAX SALE, \$187.64. 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 REQUESTED THE WISHES OF THE BOARD CONCERNING THE CITY'S POLICY ON THE REIMBURSEMENT OF MEALS FOR ONE DAY TRAVELS. MAYOR GAY STATED THAT THESE MEALS ARE NOW SUBJECT TO ALL WITHHOLDINGS, FEDERAL AND STATE.

THEREUPON, ALDERMAN ROWELL MADE A MOTION THAT THE CITY WILL NOT REIMBURSE OFFICIALS AND EMPLOYEES FOR MEALS WHEN TRAVEL CONSIST OF ONE DAY ONLY. 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 A TRAVEL REQUEST FOR ELIZABETH BREWER, COURT CLERK, TO ATTEND A ONE DAY SEMINAR ON JUNE 10, 1992 IN BILOXI.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO AUTHORIZE THE COURT CLERK TO ATTEND THE SEMINAR JUNE 10, 1992 AND TO PAY HER MILEAGE. 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 RESOLUTION FROM THE BOARD OF TRUSTEES OF THE LIBRARY OF HATTIESBURG, PETAL AND FORREST COUNTY COMMENDING MRS. OCIE WILSON FOR HER OUTSTANDING SERVICE AS A MEMBER OF THE BOARD OF TRUSTEES.

SEE EXHIBIT "E"

RESOLUTION

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ACCEPT THE FOREGOING RESOLUTION. 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 FOLLOWING ORDER HIRING JIMMIE LEE JONES AS A PART-TIME CROSSING GUARD AT THE W L SMITH ELEMENTARY SCHOOL.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO HIRE A REPLACEMENT CROSSING GUARD AT THE W L SMITH ELEMENTARY SCHOOL.

IT IS HEREBY ORDERED THAT JIMMIE LEE JONES BE HIRED AT A RATE OF \$4.25 PER HOUR EFFECTIVE MAY 4, 1992.

SO ORDERED ON THIS THE 6TH DAY OF MAY, A.D., 1992.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 STATED THAT THE CITY HAS RECEIVED A NEW CONTRACT WITH BLUE CROSS BLUE SHIELD OF MISSISSIPPI WHICH REPRESENTS A 15% INCREASE IN PREMIUM.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE NEW CONTRACT WITH BLUE CROSS BLUE SHIELD OF MISSISSIPPI AND TO PAY THE BLUE CROSS MAY INVOICE UPON RECEIPT, INCLUDING THE \$16.21 ADDITIONAL PREMIUMS FOR THE 22 EMPLOYEES WITH DEPENDENT COVERAGE FOR THE MONTH OF MAY ONLY. 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 PUBLICATION FOR THE ZONING HEARING SET FOR MAY 14, 1992 ON THE PETAL PLAZA WAS NOT PUBLISHED IN A TIMELY MANNER BY THE HATTIESBURG AMERICAN, THEREFORE IT WILL BE NECESSARY TO RESCHEDULE THE ZONING HEARING TO JUNE 9, 1992 AT 7:00 P.M.

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO RESCHEDULE THE ZONING HEARING FOR THE PETAL PLAZA TO JUNE 9, 1992 AT 7:00 P.M. 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 INVOICE FOR APRIL FOR THE USE OF THE FORREST COUNTY LANDFILL;

THEREUPON, ALDERMAN RUNNELS MADE A MOTION TO PAY THE APRIL INVOICE 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

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADJOURN. 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

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 5TH DAY OF MAY, A.D., 1992.



JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "A"

May 2, 1992

Honorable Jack Gay
119 W. 8th Avenue
Petal, MS 39465

Mr. James L. Herndon,
Chairman
119 W. 8th Avenue
Petal, MS 39465

Re: Request For Variance
541 Old Richton Road
Basis: Hardship

Gentlemen:

On or about July 5, 1991, my home (a mobile home) located at 541 Old Richton Road, Petal, Mississippi was destroyed by fire. Due to the amount of damage, Mr. Dan Tolbert advised me the the trailer could not be rebuilt.

Recently, I filed for a variance to allow me to replace my home by locating a new trailer on the property. This request was denied.

Continued denial is creating a severe financial and emotional hardship on me. My insurance company has denied my claim which has required me to file suit against them. Since the fire I have been forced to rent an apartment as well as maintain the notes on my property where the fire occurred.

Based on the hardship being created on me, I respectfully request a reconsideration on my request for a variance.

Sincerely,

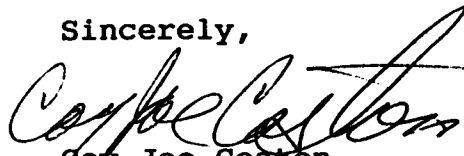

Coy Joe Coston

EXHIBIT "B"

RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
FIRST CONTINENTAL LEASING, A DIVISION OF BANK OF MISSISSIPPI
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT

WHEREAS, the Mayor and Board of Aldermen (the "Governing Body") of City of Petal, Mississippi (the "Lessee"), acting for and on behalf of the Lessee hereby finds, determines and adjudicates as follows:

1. The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the "Agreement") with First Continental Leasing, a division of Bank of Mississippi (the "Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval;
2. The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended, to acquire equipment and furniture by Lease-purchase agreement and pay interest thereon by contract for a term not to exceed 5 years;
3. It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement; and
4. It is necessary for the Lessee to approve and authorize the Agreement.
5. The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows:

Section 1. The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and JACK GAY (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee.

Section 2. The Agreement is being issued in calendar year 1992.

Section 3. Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public.

Section 4. No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit.

Section 5. No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units.

Section 6. Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code.

Section 7. In calendar year 1992, Lessee has designated \$ 42,321.16 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$10,000,000 of obligations issued during calendar year 1992 as qualified tax-exempt obligations.

Section 8. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 1992 will not exceed \$10,000,000.

Section 9. For purposes of this resolution, the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code.

Section 10. The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof.

Following the reading of the foregoing resolution, Alderman Scott moved that the foregoing resolution be adopted, Alderman Rowell seconded the motion for its adoption. The MAYOR put the question to a roll call vote and the result was as follows:

<u>Alderman Clepper</u>	Voted: <u>YEA</u>
<u>Alderman Crowe</u>	Voted: <u>YEA</u>
<u>Alderman Rowell</u>	Voted: <u>YEA</u>
<u>Alderman Runnels</u>	Voted: <u>YEA</u>
<u>Alderman Scott</u>	Voted: <u>YEA</u>

The motion having received the affirmative vote of all members present, the Mayor declared the motion carried and the resolution adopted this the 5th day of May, 19 92.

Jack Gay
(presiding officer) Title MAYOR

ATTEST:
Dennis Daniel

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

London S. Lee 361 Bennett 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 \$2500.00. 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 \$2,500.00, 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 extension must be made in writing and approved by the City by January 1, 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 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:

361 Bennett Street

Petal, MS 39465

Single-Family house

in Petal, Mississippi.

AGREED to, this date, by

CITY OF PETAL

Jack Gay, Jr.
Mayor

UNDERSIGNED/OWNER

London S. Lee

Attest:

Attest:

EXHIBIT "D"

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
Johnny Pearce 403 E. 5th Avenue 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 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. This "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 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:

403 E. 5th Avenue

Petal, MS 39465

5 unit apartment complex

in Petal, Mississippi.

AGREED to, this date, by

CITY OF PETAL

Jack Gray, Jr.
Mayor

UNDERSIGNED/OWNER

Johnny D. Pearce

Attest:

Attest:

Carrie Ash

EXHIBIT "E"

Resolution

WHEREAS Mrs. Ocie Wilson has represented Forrest County as a member of The Board of Trustees of The Library of Hattiesburg, Petal and Forrest County for three consecutive terms, beginning in July of 1977; and

WHEREAS Mrs. Ocie Wilson has demonstrated enthusiasm, exceptional and meritorious service, and untiring dedication to the performance of duties as a library trustee; and

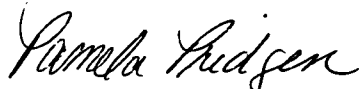
WHEREAS Mrs. Ocie Wilson has served the library community by participating in legislative activities and by assuming leadership roles in the Mississippi Library Association; and

WHEREAS Mrs. Ocie Wilson has diligently promoted library service in our community and has served library users in an outstanding manner;

NOW THEREFORE BE IT RESOLVED: That the Board of Trustees of The Library of Hattiesburg, Petal and Forrest County hereby expresses to Mrs. Ocie Wilson its deep appreciation and gratitude for superior service and dedication to the library.

BE IT FURTHER RESOLVED: That one copy of this resolution be sent to the Forrest County Board of Supervisors and that one copy of this resolution be sent to the Mayor and Board of Aldermen of the City of Petal as an expression of our esteem.

Attest:



Pamela Pridgen, Secretary
Board of Trustees
The Library of Hattiesburg, Petal and Forrest County