

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 4, 1993 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 LEROY SCOTT
OTHERS PRESENT	CHIEF AUBRA EVANS CHIEF WAYNE MURPHY ALLEN & KATHY STEVENS

THE INVOCATION WAS OFFERED BY LEROY SCOTT.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

WHEREAS, ALDERMAN ROWELL MADE A MOTION TO ACCEPT THE MINUTES OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI OF THE APRIL 20, 1993 MEETING, AS WRITTEN. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, FIRE CHIEF AUBRA EVANS PRESENTED A REQUEST TO ATTEND THE ANNUAL MS FIRE CHIEF'S & FIREFIGHTERS ASSOCIATION CONVENTION JUNE 9-12, 1993 IN MERIDIAN, MS.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE CHIEF TO ATTEND THE CONVENTION AND TO PAY HIS EXPENSES. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT IN ORDER TO CLEAR THE TITLE ON THE BRUCE PROPERTY, PURCHASED BY THE CITY, IT WILL BE NECESSARY FOR THE CITY TO PAY 1/2 OF THE 1992 COUNTY TAXES IN THE AMOUNT OF \$468.84 AND TO DELETE THIS PROPERTY FROM THE CITY'S TAX ROLLS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY THE COUNTY \$468.84 AND TO DELETE THIS PROPERTY FROM THE CITY'S TAX ROLLS. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED AN AGREEMENT BETWEEN THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY AND THE CITY OF PETAL WHICH WOULD ALLOW THE CITY TO INSTALL, MAINTAIN, OPERATE AND REMOVE A 4 INCH SEWER PIPELINE UNDER AND ACROSS THE RIGHT OF WAY OF THE RAILWAY FOR AND IN CONSIDERATION OF A NON-REFUNDABLE LUMP SUM PAYMENT OF \$1,100.00.

SEE EXHIBIT "A"

AGREEMENT

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT AND TO PAY THE RAILWAY \$1,100.00. ALDERMAN CROWE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A PROCLAMATION DECLARING MAY 6, 1993 AS NATIONAL PRAYER DAY IN PETAL, MS. AND STATED THAT ON THURSDAY MAY 6, 1993 AT 5:30 P.M. A NATIONAL PRAYER DAY PROGRAM WILL BE PRESENTED ON THE STEPS OF CITY HALL.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOFS OF PUBLICATION:

- A) ORDINANCE # 1979 (42-A74)
- B) SECOND PUBLIC HEARING - CDBG

THEREUPON, ALDERMAN CROWE MADE A MOTION THAT THE FOREGOING PROOFS OF PUBLICATION BE ACCEPTED AND FILED. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE CLAIMS #24722 -25055 OF THE PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PAY CLAIMS # 24722-25055 OF THE PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS AND AGREEMENTS REQUIRED IN FILING THE APPLICATION FOR THE SEWER REVOLVING FUNDS THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY.

SEE EXHIBIT "B"

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE SEWER REVOLVING FUNDS THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN REUBEN CLEPPER
ALDERMAN JERRY CROWE
ALDERMAN DONALD H ROWELL
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 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 MAY, A.D., 1993.



JACK G.
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "A"

THIS AGREEMENT, made and entered into by and between
THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY, an Alabama
corporation, hereinafter styled "Railway"; and
CITY OF PETAL, MISSISSIPPI, an instrumentality of government,
hereinafter styled "Licensee":

WITNESSETH

WHEREAS, Licensee proposes to install, maintain, operate and remove a 4 inch sewer pipeline, in a 6 inch casing pipe, under and across the right of way or property and any tracks of Railway, at Milepost 83 plus 3089 feet at or near PETAL, Forrest County, Mississippi, to be located with any ancillary appurtenances as shown on print of Drawing marked Exhibit A, dated February 17, 1993, attached hereto and made a part hereof (hereinafter called "Facilities");

NOW, THEREFORE, for and in consideration of the, payment of a non refundable lump sum payment of ONE THOUSAND ONE HUNDRED DOLLARS, (\$1,100.00) and of the covenants hereinafter made, Railway hereby permits and grants Licensee, insofar as Railway has the right to do, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and to occupy so much of Railway's property as may be necessary for the Facilities, upon the following terms and conditions:

1. Licensee will construct and maintain the Facilities, at its expense, in such a manner as will not interfere with the operations of Railway or endanger persons or property of Railway, and in accordance with (a) plans and specifications (if any) shown on said print(s) and any other specifications prescribed by Railway, (b) applicable governmental regulations or laws, and (c) applicable specifications adopted by the American Railway Engineering Association when not in conflict with plans, specifications or regulations mentioned in (a) and (b) above.

2. Licensee hereby agrees to indemnify and save harmless Railway, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises in any manner from the installation, maintenance, operation, presence or removal or the failure to properly install, maintain, operate or remove the Facilities, unless such losses, damages or injuries shall be caused solely by the negligence of Railway.

3. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the installation of the Facilities and/or to any contamination of any property, water, air or groundwater arising or resulting from Licensee's permitted operations or uses of Railway's property pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install the Facilities. Licensee agrees to indemnify and hold harmless Railway from and against any and all liability, fines, penalties, claims, demands, costs (including attorneys' fees), losses or lawsuits brought by any person, company or governmental entity relating to contamination of any property, water, air or groundwater due to the use or presence of the Facilities. It is agreed that this indemnity provision extends to any cleanup costs related to Licensee's activities upon Railway's property and to any costs related to cleanup of the Facilities or to other property caused by the use of the Facilities.

4. (a) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee or its contractor shall procure and maintain during the course of said installation or maintenance, a policy of general liability insurance, containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence. Licensee or its contractor also shall procure and maintain during the course of said installation, maintenance or entry on Railway's property a Railroad Protective Liability Insurance Policy with Railway as the named insured and having a combined single limit of \$2,000,000, each occurrence, and \$6,000,000 in the aggregate. The insurance required herein shall be of such form and content as may be acceptable to Railway. Evidence of such insurance (a certificate of insurance for the general liability insurance policy and the original policy of Railroad Protective Liability Insurance) must be furnished to and approved by the Manager Insurance, Norfolk Southern Corporation, 110 Franklin Road, S. E., Roanoke, Virginia 24042-0022, prior to commencement of installation or maintenance of the Facilities or entry on Railway's property.

(b) The insurance required herein shall not limit the liability assumed by the Licensee under this Agreement.

(c) In lieu of the insurance requirements above, Licensee may provide to Railway a certificate of self-insurance in such amounts and in such form as are satisfactory to Railway.

5. The details of the Facilities to be installed and maintained shall be at the option of Licensee, and subject to the approval of the chief engineering officer of Railway. In case of failure of Licensee to do the work as herein specified, Railway reserves the right to remove the Facilities from Railway's premises at the expense of Licensee, and to terminate this Agreement upon ten (10) days' written notice.

6. If Railway shall make any changes, alterations in or additions to the line, grade, tracks, structures, roadbed, installations or works of Railway at or near the Facilities, Licensee shall, at its own cost and expense, upon thirty (30) days' notice in writing from Railway, make such changes in the location and character of the Facilities as, in the opinion of

7. Licensee will notify Railway prior to the installation and placing in service of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems for possible interference. If the Facilities cause degradation of the signal, communications or other electronic facilities of Railway, Licensee, at its expense, will relocate the cathodic protection and/or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactances or other corrective measures deemed necessary by Railway. This provision applies to the existing signal, communications and electronic equipment of Railway and to any signal, communications or electronic equipment that Railway may install in the future.

8. If Licensee fails to take any corrective measures requested by Railway in a timely manner or if an emergency situation is presented which, in the Railway's judgment, requires immediate repairs to the facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

9. Notwithstanding any other provision of this Agreement, it is understood, agreed and covenanted that Licensee accepts this Agreement as a mere license and assumes all risk of damage to its property by reason of its occupation of the premises herein described caused by any defects therein or business conducted thereon, whether caused by the negligence of Railway, its officers, agents or employees, or otherwise, and Licensee hereby indemnifies Railway, its officers, agents, and employees, from and against any such liability for said damage.

10. Railway shall furnish, at the cost of Licensee, labor and materials to support its tracks and to protect its traffic during the installation, maintenance, repair, renewal or removal of the Facilities.

11. No fee adjustment refunds of \$100.00 or less will be made.

12. Licensee shall give Railway seventy-two (72) hours' advance notice (or less in case of emergencies) of any work to be performed on the premises of Railway. Licensee agrees to pay any costs incurred by Railway for the purpose of protection and inspection considered necessary by Railway during installation, maintenance, operation, modification, replacement and/or removal of the Facilities.

13. Licensee shall not assign this Agreement without the written consent of Railway.

14. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their officers, agents and employees.

15. This Agreement may be terminated by either party upon sixty (60) days' written notice to the other party. During said sixty day period, Licensee shall remove the Facilities from Railway's premises and restore said premises to a condition satisfactory to Railway's chief engineering officer. If Licensee fails to remove the Facilities within the aforesaid sixty day period, Railway may elect: (a) to become the owner of the Facilities without any claim or consideration whatsoever therefor by or to Licensee, its successors or assigns, or (b) to remove the Facilities and all property of Licensee from the premises of Railway at the expense of Licensee. Licensee agrees to reimburse Railway for any and all costs of such removal. No termination of this Agreement shall affect any liability incurred by either party hereto prior to the effective date of such termination.

16. This Agreement shall take effect as of the 15th day of May, 1973.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the 15th day of May, 1973.

Witness:

Linda M. Helton
As to Railway

THE ALABAMA GREAT SOUTHERN RAILROAD COMPANY

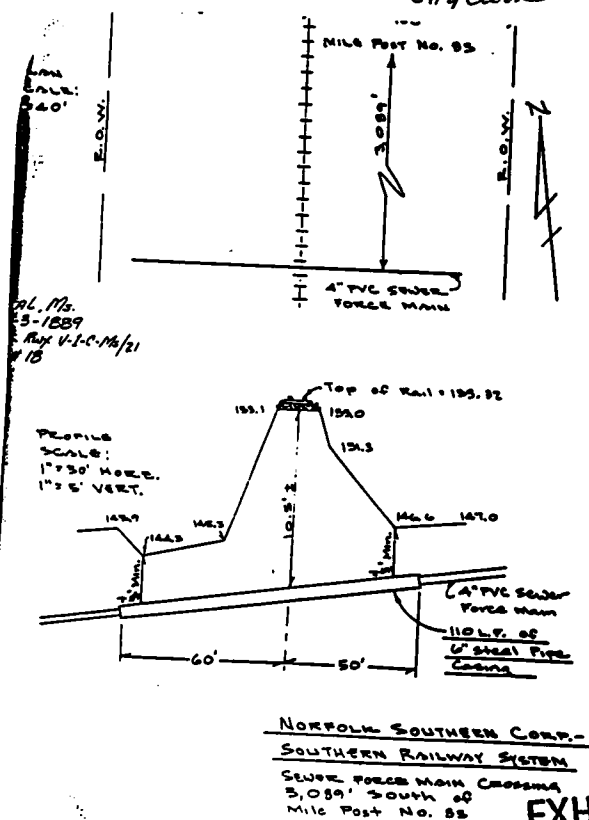
By [Signature]
Real Estate Manager

Witness:

Richard C. Daniel
As to Licensee City Clerk

CITY OF DEHA, MISSISSIPPI

By [Signature]
Title: Mayor



Form with multiple sections for project details, material specifications, and safety notices. Includes a table for 'PIPE SPECIFICATIONS' comparing 'CARRIER PIPE' and 'CASING PIPE'. A prominent 'BLASTING NOT PERMITTED' stamp is visible.

NORFOLK SOUTHERN CORP.
SOUTHERN RAILWAY SYSTEM
SEWER FORCE MAIN CROSSING
S.089 SOUTH OF
Mile Post No. 85

EXHIBIT A

EXHIBIT "B"
RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION
WITH THE APPLICATION FOR THE SEWER REVOLVING FUNDS
THROUGH THE MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL
QUALITY

WHEREAS, the City of Petal is making application for a
Sewer Revolving Fund loan from the Mississippi Department of
Environmental Quality; and

NOW, THEREFORE, BE IT RESOLVED by the City of Petal, Mississippi:

1. That Mayor Jack Gay, being the chief executive officer of the
City of Petal, is authorized to execute and file an application
for a Sewer Revolving Fund loan on behalf of Petal, Mississippi
with the Mississippi Department of Environmental Quality to
construct sanitary sewer lines in the City of Petal.
2. That Jack Gay, Mayor for the City of Petal, Mississippi, is
authorized to furnish on behalf of the City, such additional
information as the Department of Environment Quality may require
in connection with the application or the project.
3. That Mayor Jack Gay, being the chief executive officer of the
City of Petal, is authorized to execute those documents and
agreements that may be required to accept and implement this
loan if awarded.

THE foregoing Resolution having been reduced to writing, the
same was introduced by Alderman Leroy Scott, seconded by
Alderman Reuben Clepper, and was adopted by the following
vote, to-wit:

Alderman Reuben Clepper	AYE
Alderman Jerry Crowe	AYE
Alderman Donald H Rowell	AYE
Alderman Leroy Scott	AYE

The above and foregoing Resolution having been submitted to and
approved by the Mayor, this, the 4th day of May, A.D., 1993.


MAYOR

(SEAL)

ATTEST:


CITY CLERK

THIS

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INTENTIONALLY