

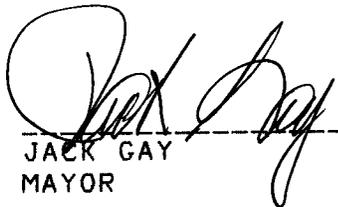
BE IT REMEMBERED THAT A PUBLIC HEARING, PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, WAS CALLED TO ORDER ON SEPTEMBER 7, 1993 AT 6:00 P.M. IN THE BOARD ROOM OF CITY HALL TO DETERMINE THE STATE OF THE PROPERTY OWNED BY HAL LEWIS, JR. LOCATED AT 119 RAILROAD STREET.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	RAYMOND C. BRANDLE W. H. CAMPBELL REUBEN CLEPPER LEROY SCOTT
OTHERS PRESENT	HAL LEWIS, JR. DAN TOLBERT

WHEREAS, DAN TOLBERT, BUILDING INSPECTOR, STATED THAT MR. LEWIS PURCHASED A DEMOLITION PERMIT IN JULY AND THAT TO DATE HE HAS TORN DOWN APPROXIMATELY ONE-HALF OF THE STRUCTURE. MR. TOLBERT STATED THAT THE REST OF THE STRUCTURE IS LEANING TOWARD THE NEIGHBOR'S HOUSE AND IT PRESENTS A SAFETY HAZARD TO THE COMMUNITY.

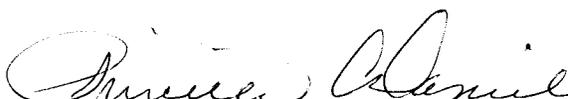
THEREUPON, MR. LEWIS STATED THAT HE IS IN THE PROCESS OF TEARING THE STRUCTURE DOWN BUT WITH THE TEMPERATURE LIKE IT HAS BEEN HE HAS NOT BEEN ABLE TO WORK ON IT DURING THE DAY. MR. LEWIS STATED THAT HE IS NOT SURE HOW MUCH LONGER IT WILL TAKE TO FINISH THE TASK.

THEREUPON, MAYOR GAY STATED THAT THE FINDINGS IN THIS HEARING WILL BE ADDRESSED BY THE BOARD IN THE REGULAR MEETING.

  
JACK GAY  
MAYOR

(SEAL)

ATTEST:

  
PRISCILLA C. DANIEL  
CITY CLERK

THIS

PAGE

LEFT

BLANK

INTENTIONALLY

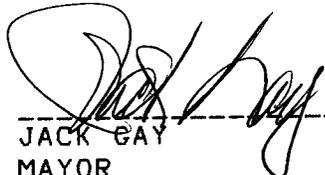
BE IT REMEMBERED THAT A PUBLIC HEARING, PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, WAS CALLED TO ORDER ON SEPTEMBER 7, 1993 AT 6:20 P.M. IN THE BOARD ROOM OF CITY HALL TO DETERMINE THE STATE OF THE PROPERTY OWNED BY WILLIAM WAYNE STAFFORD LOCATED BETWEEN STEVENS & S. GEORGE STREETS JUST NORTH OF THE OLD CHARLIE BROWN TRAILER PARK, PARCEL # 177IC-0035.141.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	RAYMOND C. BRANDLE W. H. CAMPBELL REUBEN CLEPPER LEROY SCOTT
OTHERS PRESENT	DAN TOLBERT

WHEREAS, MAYOR GAY STATED THAT THE UNSANITARY CONDITION OF THE PROPERTY BELONGING TO WILLIAM WAYNE STAFFORD, WHO WAS NOT PRESENT, HAS BEEN BROUGHT TO THE ATTENTION OF THE BOARD AND AFTER PROPER NOTICE TO MR. STAFFORD THE HEARING HAS BEEN CALLED.

THEREUPON, DAN TOLBERT, BUILDING INSPECTOR STATED THAT THE PROPERTY IS OVERGROWN AND THE NEIGHBORS HAVE COMPLAINED OF A MOSQUITO PROBLEM CAUSED BY THE UNCLEANLINESS OF THE PROPERTY. MR. TOLBERT RECOMMENDED THAT THE BOARD TAKE THE NECESSARY STEPT TO CORRECT THIS SITUATION.

THEREUPON, MAYOR GAY STATED THAT THE FINDINGS IN THIS HEARING WILL BE ADDRESSED BY THE BOARD IN THE REGULAR MEETING.

  
\_\_\_\_\_  
JACK GAY  
MAYOR

(SEAL)

ATTEST:

  
\_\_\_\_\_  
PRISCILLA C. DANIEL  
CITY CLERK

THIS

PAGE

LEFT

BLANK

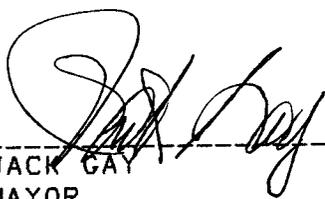
INTENTIONALLY

BE IT REMEMBERED THAT A PUBLIC HEARING, PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, WAS CALLED TO ORDER ON SEPTEMBER 7, 1993 AT 6:40 P.M. IN THE BOARD ROOM OF CITY HALL TO DETERMINE THE STATE OF THE PROPERTY OWNED BY GEORGE BARCLAY 141 WEST CHERRY ST.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	RAYMOND C. BRANDLE W. H. CAMPBELL REUBEN CLEPPER LEROY SCOTT
OTHERS PRESENT	DAN TOLBERT

WHEREAS, DAN TOLBERT, BUILDING INSPECTOR, STATED THAT MR. BARCLAY'S HOUSE HAS BEEN DAMAGED BY FIRE TO THE POINT THAT IT IS UNSAFE AND THAT HE HAS BEEN IN THE PROCESS OF A MAJOR RENOVATION OF THE STRUCTURE. MR. TOLBERT STATED THAT MR. BARCLAY IS MAKING THE REPAIRS BY HIMSELF AND THAT IT IS GOING TO BE A VERY SLOW PROCESS. MR. TOLBERT STATED THAT THE NEIGHBORS HAVE BEEN COMPLAINING ABOUT THE UNSANITARY CONDITION OF THE YARD WHICH IS POSING A HAZARD TO THE CITIZENS OF PETAL.

THEREUPON, MAYOR GAY STATED THAT THE FINDINGS IN THIS HEARING WILL BE ADDRESSED BY THE BOARD IN THE REGULAR MEETING.

  
-----  
JACK GAY  
MAYOR

(SEAL)

ATTEST:

  
PRISCILLA C. DANIEL  
CITY CLERK

THIS

PAGE

LEFT

BLANK

INTENTIONALLY

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 AT 7:00 P.M. ON SEPTEMBER 7, 1993 IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	RAYMOND C. BRANDLE W.H. CAMPBELL REUBEN CLEPPER LEROY SCOTT

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

THE INVOCATION WAS OFFERED BY RAYMOND C. BRANDLE.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN CLEPPER MADE A MOTION TO ACCEPT THE MINUTES OF AUGUST 17, 1993, THE MINUTES OF THE PUBLIC HEARINGS OF AUGUST 17, 1993 HELD AT 6:00 P.M., 6:20 P.M., AND THE MINUTES OF THE BUDGET HEARING HELD AUGUST 31, 1993. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, LEE SHELBOURNE, SR. REQUESTED THE STATUS OF THE NAME CHANGE FOR FORREST AVENUE.

THEREUPON, MAYOR GAY STATED THAT HE WILL TALK WITH JIMMY BARDING OF THE FIRE DEPARTMENT AND THEN NOTIFY MR. SHELBOURNE OF THE STATUS ON THE NAME CHANGE.

WHEREAS, RON FARRIS, ATTORNEY FOR MR. & MRS. JAMES CRAFT, STATED THAT HIS CLIENTS, AS REQUIRED BY THE VARIANCE COMMITTEE, APPLIED FOR A VARIANCE TO MAINTAIN THE MOBILE HOME ON THEIR PROPERTY FOR THEIR DAUGHTER, WHO IS ILL, TO LIVE IN SINCE SHE REQUIRES CARE BY HER MOTHER. MR. FARRIS STATED THAT THIS VARIANCE REQUEST WAS DENIED ON MAY 27, 1993. MR FARRIS STATED THAT ON JUNE 18, 1993 HE HAD FILED WITH THE CITY A REQUEST FOR AN APPEAL OF THE VARIANCE COMMITTEE'S DECISION BEFORE THE MAYOR AND BOARD OF ALDERMEN. MR. FARRIS STATED THAT MARY COOLEY, DAUGHTER OF MR AND MRS CRAFT, IS VERY SERIOUSLY ILL WITH VALVULAR HEART DISEASE, AS EVIDENCED BY A LETTER FROM HER CARDIOLOGIST, M. GERALD LOWRIMORE, M.D., AND THAT SHE MUST LIVE BY HER MOTHER FOR DAILY CARE. MR. FARRIS STATED THAT IF THE CRAFTS ARE NOT ALLOWED TO KEEP THE TRAILER ON THEIR PROPERTY THAT IT WILL BE IMPOSSIBLE, BECAUSE OF FINANCIAL CONDITIONS, FOR THE CRAFTS TO BUY ANOTHER HOUSE OR TO ADD TO THE PRESENT ONE TO PROVIDE ENOUGH ROOM FOR MRS COOLEY AND HER HUSBAND AND CHILD TO LIVE WITH THEM.

THEREUPON, MR FARRIS STATED THAT HE FELT THAT THE MOST IMPORTANT FACT OF THIS MATTER IS NOT THE ISSUE OF THE MOBILE HOME BUT MR CRAFT'S AUTO REPAIR SHOP AND THE JUNK CARS NEXT TO THE CRAFT'S HOME. MR FARRIS STATED THAT THIS SHOULD NOT BE A CONSIDERATION WHEN CONSIDERING THE REQUEST FOR THE VARIANCE ON THE MOBILE HOME.

THEREUPON, AFTER LENGTHY DISCUSSION, ALDERMAN SCOTT MADE A MOTION TO TAKE THIS MATTER UNDER ADVISEMENT. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND AFTER PROPER NOTICE WAS SERVED A HEARING WAS HELD AT 6:00 P.M. SEPTEMBER 7, 1993 TO DETERMINE THE SATE OF THE PROPERTY OWNED BY HAL LEWIS LOCATED AT 119 RAILROAD ST.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOLLOWING RESOLUTION FINDING AND DETERMINING THAT THE STRUCTURE ON MR. LEWIS' PROPERTY AT 119 RAILROAD STREET IS SO DILAPIDATED AS TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY TO THE COMMUNITY AND TO ALLOW MR LEWIS UNTIL OCTOBER 22, 1993 TO COMPLETE THE DEMOLITION OF THE STRUCTURE ON HIS PROPERTY AND TO HAVE ALL OF THE DEBRIS CLEARED FROM HIS PROPERTY. ALDERMAN CLEPPER SECONDED THE MOTION.

SEE EXHIBIT "A"

RESOLUTION

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AFTER PROPER NOTICE WAS SERVED, A HEARING WAS HELD AT 6:20 P.M. SEPTEMBER 7, 1993 TO DETERMINE THE STATE OF THE PROPERTY OWNED BY WILLIAM WAYNE STAFFORD LOCATED NORTH OF THE OLD CHARLIE BROWN TRAILER PARK.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE FOLLOWING RESOLUTION FINDING AND DETERMINING THAT MR STAFFORD'S PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY AND TO ALLOW MR STAFFORD TEN (10) DAYS FROM THE RECEIPT OF THE NOTICE TO TAKE CORRECTIVE ACTION ON HIS PROPERTY. ALDERMAN SCOTT SECONDED THE MOTION.

SEE EXHIBIT "B"

RESOLUTION



THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, AND AFTER PROPER NOTICE WAS SERVED A HEARING WAS HELD AT 6:40 P.M. TO DETERMINE THE STATE OF THE PROPERTY AND THE STRUCTURE ON THE PROPERTY OWNED BY GEORGE BARCLAY LOCATED AT 141 WEST CHERRY STREET.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE FOLLOWING RESOLUTION FINDING THE THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AND THE STRUCTURE IS SO DILAPIDATED AS TI BE A MENACE TO THE PUBLIC HEALTH AND SAFETY TO THE COMMUNITY AND TO ALLOW MR. BARCLAY 15 DAYS TO CLEAN HIS PROPERTY AND 60 DAYS TO BRING THE STRUCTURE INTO COMPLIANCE. ALDERMAN CAMPBELL SECONDED THE MOTION.

SEE EXHIBIT "C"

RESOLUTION

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, DAN TOLBERT, BUILDING INSPECTOR, BROUGHT THE FOLLOWING PROPERTIES TO THE ATTENTION OF THE BOARD OF ALDERMAN.

- A) PROPERTY OWNED BY DAVID COX ON MORRIS STREET
- B) PROPERTY OWNED BY OTIS GLEN DAUGHTREY AT 126 E CENTRAL AVENUE
- C) PROPERTY OWNED BY OTIS GLEN DAUGHTREY AT THE CORNER OF FAIRCHILD DRIVE AND CORINTH ROAD

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO SET A PUBLIC HEARING TO DETERMINE THE STATE OF MR COX'S PROPERTY ON OCTOBER 19, 1993 AT 6:00 P.M. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO SET A PUBLIC HEARING TO DETERMINE THE STATE OF BOTH OF MR DAUGHTREY'S PROPERTIES TO BEGIN AT 6:20 P.M. ON OCTOBER 19, 1993. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOFS OF PUBLICATION TO THE BOARD:

- A) PUBLIC NOTICE FOR 1993-94 BUDGET HEARING
- B) ADVERTISEMENT FOR BIDS FOR THE CONSTRUCTION OF WASTEWATER COLLECTION ADDITIONS (SRF)
- C) BLOCK AD - HOME INVESTMENT PUBLIC HEARING NOTICE
- D) CLASSIFIED - HOME INVESTMENT PROGRAM ADMINISTRATIVE PROPOSALS
- E) 1992 TAX SALE PARCELS
- F) LEGAL NOTICE - COLLECTION/DISPOSAL OF RESIDENTIAL SOLID WASTE

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A CONTRACT AGREEMENT BETWEEN THE CITY OF PETAL AND SHOWS, DEARMAN AND WAITS, INC. FOR THE ENGINEERING SERVICES ON THE W. 1ST AVENUE PROJECT.

SEE EXHIBIT "D"

CONTRACT

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH SHOWS, DEARMAN AND WAITS, INC. FOR THE ENGINEERING SERVICES ON THE W. 1ST AVENUE PROJECT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING WRITTEN QUOTATIONS FOR THE FENCING AT THE CITY BALLPARK.

SEE EXHIBIT "E"

QUOTES FOR FENCING

UNITED FENCE CO. 1521 BROADWAY DRIVE HATTIESBURG, MS. 39401	FIELD # 1 FIELD # 2	\$1,370.00 1,485.00
PALMER FENCE CO. 108 W 7TH AVENUE PETAL, MS. 39465	FIELD # 1 FIELD # 2	\$1,310.00 1,420.00

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO APPROVE THE PURCHASE OF FENCING, COMPLETE AND INSTALLED, FROM THE LOWEST QUOTATION BY PALMER FENCE CO. FOR FIELD 1 & 2 AT THE CITY PARK. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED PERMISSION TO ADVERTISE FOR BIDS FOR A LIMB CHIPPER FOR THE STREET DEPARTMENT.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR A LIMB CHIPPER. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A DEED FOR THE PROPERTY ON WHICH THE NEW LIBRARY IS TO LOCATED TO THE FORREST COUNTY BOARD OF SUPERVISORS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE DEED TO THE FORREST COUNTY BOARD OF SUPERVISORS FOR THE PROPERTY ON WHICH THE NEW LIBRARY IS TO BE LOCATED. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE APPLICATION OF WILLIAM H. KING TO FILL THE POSITION IN THE POLICE DEPARTMENT.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOLLOWING ORDER HIRING WILLIAM H. KING AS PATROLMAN 4TH CLASS EFFECTIVE SEPTEMBER 12, 1993. ALDERMAN CAMPBELL SECONDED THE MOTION.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE AN ADDITIONAL POLICEMAN.

IT IS HEREBY ORDERED THAT WILLIAM H. KING BE HIRED AS PATROLMAN 4TH CLASS EFFECTIVE SEPTEMBER 12, 1993 AT A RATE OF \$15,811.17.

SO ORDERED ON THIS THE 7TH DAY OF SEPTEMBER, A.D., 1993.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED AN APPLICATION FOR THE GROUND MAINTENANCE POSITION IN THE RECREATION DEPARTMENT FROM KURT R. SCHROEDER.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO ADOPT THE FOLLOWING ORDER HIRING KURT R. SCHROEDER FOR GROUNDS MAINTENANCE IN THE RECREATION DEPARTMENT AT A RATE OF \$5.25 PER HOUR EFFECTIVE SEPTEMBER 6, 1993. ALDERMAN SCOTT SECONDED THE MOTION.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE SOMEONE FOR GROUNDS MAINTENANCE IN THE RECREATION DEPARTMENT.

IT IS HEREBY ORDERED THAT KURT R. SCHROEDER BE HIRED AT A RATE OF \$5.25 PER HOUR EFFECTIVE SEPTEMBER 6, 1993.

SO ORDERED ON THIS THE 7TH DAY OF SEPTEMBER, A.D., 1993.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING QUOTATIONS FOR A RADIUS G M 300 M43GMC29C2-A RADIO AND ATTACHMENTS, INSTALLED IN THE CITY CAR.

SEE EXHIBIT "F"

TELTRONIC COMMUNICATIONS, INC 1711 27TH STREET GULFPORT, MS. 39501	\$744.00
--	----------

COMMERCIAL COMMUNICATIONS SERVICE 5211 HIGHWAY 42 HATTIESBURG, MS. 39401	\$698.15
--	----------

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PURCHASE THE RADIO FROM THE LOWEST BIDDER, COMMERCIAL COMMUNICATIONS SERVICE. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED CLAIMS #26512-26164 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY CLAIMS #26512-26164 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR TRAVEL TO ATTEND, WITH LEROY SCOTT, THE AMERICAN WATER WORKS ASSOCIATION CONFERENCE IN JACKSON, MS. OCTOBER 10-13, 1993.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO APPROVE THE TRAVEL REQUEST AND TO PAY THEIR EXPENSES. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A TRAVEL REQUEST FOR TRACY MONTAGUE TO ATTEND THE WATER SUPPLY SHORT COURSE ON SEPTEMBER 13-17, 1993.

THEREUPON, ALDERMAN SCOTT MADE A MOTION APPROVING THE TRAVEL REQUEST AND TO PAY HIS EXPENSES. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A TRAVEL REQUEST FOR LARRY WATKINS AND KURT SCHROEDER TO ATTEND A GROUND MAINTENANCE SEMINAR IN OCEAN SPRINGS ON SEPTEMBER 28, 1993.

THEREUPON, ALDERMAN SCOTT MADE A MOTION APPROVING THE TRAVEL REQUEST AND TO PAY THEIR EXPENSES. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A TRAVEL REQUEST FOR HE AND THE CITY CLERK TO ATTEND THE MISSISSIPPI MUNICIPAL ASSOCIATION BOARD OF DIRECTORS MEETING IN GREENWOOD, MS SEPTEMBER 8 & 9, 1993.

THEREUPON, ALDERMAN SCOTT MADE A MOTION APPROVING THE TRAVEL REQUEST AND TO PAY THEIR EXPENSES. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDINANCE INCREASING THE SOLID WASTE FEES.

SEE EXHIBIT "G"

ORDINANCE 1979 (44-G)

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDINANCE INCREASING THE COMPENSATION FOR THE MAYOR AND BOARD OF ALDERMEN.

SEE EXHIBIT "H"

ORDINANCE 1988(73-D)

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN CLEPPER MADE A MOTION TO CLEAR THE ROOM TO DETERMINE IF AN EXECUTIVE SESSION SHOULD BE DECLARED. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REOPENED THE MEETING AND ALDERMAN CLEPPER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS INFORMATION CONCERNING THE TERMINATION OF HOUSTON R. "SMOKEY" HARTFIELD. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN SCOTT MADE A MOTION TO PAY WILLIAM P. OSBORNE, PHD. \$450.00 FOR THE EVALUATION OF HOUSTON R. "SMOKEY" HARTFIELD. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO RECESS UNTIL 7:00 P.M. ON SEPTEMBER 14, 1993. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN REUBEN CLEPPER  
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 RECESSED UNTIL 7:00 P.M. ON THE 14TH DAY OF SEPTEMBER, A.D., 1993.

  
\_\_\_\_\_  
JACK GAY  
MAYOR

(SEAL)

ATTEST:

  
\_\_\_\_\_  
PRISCILLA C. DANIEL  
CITY CLERK



EXHIBIT "A"

RESOLUTION

Resolution finding and determining that the structure located at 119 Railroad Street in Petal, Mississippi and owned by Hal Lewis is so dilapidated as to be a menace to the public health and safety of the community.

WHEREAS, due and proper Notice has been given to the owners of the property located at 119 Railroad Street in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be torn down; and

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended;

NOW THEREFORE, be it resolved;

SECTION 1:

That the property located at 119 Railroad Street in Petal, Mississippi is so dilapidated as to be a menace to the public health and safety

SECTION 2:

That if the owner of said property has not torn the structure down, and taken corrective action, by October 22, 1993, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to tear structure down:

SECTION 3:

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become an assessment against said property, all authorized and permitted pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 7th day of September 1993,

A.D.

  
\_\_\_\_\_  
Jack Bay  
Mayor

(SEAL)

RESOLUTION

Resolution finding and determining that property located north of old Charlie Brown trailer park in Petal, Mississippi and owned by William Wayne Stafford, is in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, due and proper Notice has been given to the owners of the property located north of old Charlie Brown trailer park in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine whether or not said parcel of land is in need of cleaning; and

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended;

NOW THEREFORE, be it resolved;

SECTION 1:

That the property located north of old Charlie Brown trailer park in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety

SECTION 2:

That if the owner of said property has not cleaned said property within 10 days of the receipt of the certified notice, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the land.

SECTION 3:

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become an assessment against said property, all authorized and permitted pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 7th day of September 1993,

A. D.

  
\_\_\_\_\_  
Jack Gay  
Mayor

(SEAL)

EXHIBIT "C"  
RESOLUTION

Resolution finding and determining that the property located at 141 West Cherry Street in Petal, Mississippi and owned by George Barclay is in such a state of uncleanness as to be a menace to the public health and safety of the community and the structure is in such a state of dis-repair as to also be a menace to the public health and safety of the community

WHEREAS, due and proper Notice has been given to the owners of the property located at 141 West Cherry Street in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said structure needs to be brought up to the City's Code and the said parcel of land is in need of cleaning;

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended;

NOW THEREFORE, be it resolved;

SECTION 1:

That the property located at 141 West Cherry Street Petal, Mississippi is in such a state of uncleanness and the structure unsafe as to be a menace to the public health and safety of the community, and

SECTION 2:

That if the owner of said property has not brought the structure up to compliance within 60 days from this receipt and cleaned the property within 15 days from this receipt, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property and removed the structure by exercising its rights under the "Cleaning of Private Property" section of the Mississippi Code 21-19-11.

SECTION 3:

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become an assessment against said property, all authorized and permitted pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 7th day of September 1993,

A. D.

  
\_\_\_\_\_  
Jack Gay  
Mayor

(SEAL)

CONTRACT FOR ENGINEERING SERVICES

AGREEMENT

THIS AGREEMENT, entered into this 7th day of September, 1993, between SHOWS, DEARMAN & WAITS, INC., (hereinafter designated as the ENGINEER) and the CITY OF PETAL, MISSISSIPPI (hereinafter designated as the CITY).

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the ENGINEER to provide engineering services in connection with West First Avenue, FAUS Project No. STP-9333(2).

NOW, THEREFORE:

IT IS AGREED by and between the ENGINEER and the CITY as follows:

I. Consulting Engineering Services: The ENGINEER will furnish consulting services during construction of Federal-Aid Urban Project No. STP-9333(2), City of Petal, Forrest County, Mississippi, to include the following: engineering supervision of the construction contract for the project which shall be in accordance with the approved plans, specifications and contract documents, all of which are incorporated in and made a part of this AGREEMENT.

II. Engineering Supervision: The engineering supervision of the construction will be the responsibility of the CITY, acting through the ENGINEER, and this engineering supervision and the construction work by the Contractor will be subject to inspection and approval of the Chief Engineer of the Department of Transportation, (hereinafter designated as the DEPARTMENT), and of the Federal Highway Administration or their representatives.

III. Construction Engineering Services: Construction engineering services shall consist of all engineering work involved from the contract stage through the preparation and submission of the final estimate and supporting documents to the DEPARTMENT and shall include the following:

(a) Construction inspection and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified in accordance with Federal-Aid Highway Program Manual, FHPM-6-4-2-7: Sampling and Testing of Materials and

1

Construction, by the ENGINEER as meeting the requirements of the approved plans and specifications.

(b) The ENGINEER shall promptly prepare, verify and recommend payment of all the Contractor's estimates; he shall maintain a project diary as the official project record for each project showing the Contractor's daily operations; and the Engineering personnel's daily operation; and the engineering daily activities by names, function performed and hours worked. He shall maintain records of the ENGINEER'S out-of-pocket cost plus additives for profit and overhead items. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the CITY for approval and payment. 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 and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

(c) For work covering items (a) and (b) the CITY will pay to the ENGINEER monthly for work done the previous month an amount equal to the ENGINEER'S out-of-pocket cost plus additives for profit and current overhead items (payroll, taxes, insurance, etc.) as provided for in Appendix "A" which is attached hereto and made part of this AGREEMENT. Monthly payments will be made on the basis of a Certified Time Record. The maximum amount payable under this agreement shall be \$47,430.38 including a fixed fee of \$5,762.66 beyond which no funds will be authorized for payment without a Supplemental Agreement.

IV. Covenant Against Contingent Fees: The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER 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 ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award of the making of this contract. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this contract price, or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or other contingent fee.

V. Ownership of Documents: All project documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service are become

EXHIBIT "D"

the property of the CITY. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in his possession, and any such loss or damage shall be restored at his expense.

**VI. Changes in Work:** A Supplemental Agreement may be entered into between the CITY and the ENGINEER 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 Engineer for which reimbursement will be requested.

**VII. 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.

**VIII. Termination or Suspension:** The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the CITY and all payments required to be made to the ENGINEER have been made; but this contract may be terminated under any or all of the following conditions:

- (a) By mutual agreement and consent of the parties hereto.
- (b) By the CITY as a consequence of the failure of the ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ENGINEER.
- (c) By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
- (d) By the CITY due to the departure for whatever reason of any principal member or members of the firm ENGINEERS.
- (e) By satisfactory completion of all services and obligations described herein.
- (f) By the CITY by giving thirty (30) days notice to the ENGINEER in writing and paying fees which both parties are due for completed work.

3

If termination is made by the CITY under Condition (f) after work has started, the ENGINEERS will be paid for actual services rendered on the basis of their certified and itemized direct payroll cost plus the applicable percentage rates to cover payroll and overhead costs plus direct cost; however, the fixed fee will be adjusted to allow the same percentage of the original agreed upon fixed fee that the amount earned is of the original estimated cost of the work.

Upon termination, the ENGINEERS shall deliver to the CITY all documents specified in Section V and the CITY shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date. Should the CITY desire to suspend the work, but not definitely terminate the contract, this may be done by thirty (30) days notice in writing to that effect.

**IX. Disputes and Law Violations:** Any disputes will be mediated by CITY and ENGINEERS and concurred in by the DEPARTMENT. Violations of law will be referred to the local, state or federal authority having proper jurisdiction.

**X. Responsibilities for Claims and Liability:** The ENGINEER will indemnify and save harmless the CITY, the DEPARTMENT, its officers and employees from or occasioned by, any act of or omission of the ENGINEER, his employees, agents or servants, resulting in bodily injury, property damage or death of any party.

**XI. General Compliance with Laws:** The ENGINEER hereby warrants that he is in compliance with the following Federal Laws in particular and with State and local laws and ordinance applicable to the work.

- (a) The Copeland "Anti-Kickback" Act (18 USC874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).
- (b) The Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5).
- (c) Sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).

**XII. 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.

4

EXHIBIT "D"

**XIII. 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 ENGINEER agree to ensure that minority business enterprises as defined in 40 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 and ENGINEER 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 and ENGINEER 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 the ENGINEER that failure to carry out the requirements set forth in Section 23.43 (a) shall constitute a breach of contract and, after the notifications of the (DOT), may result in termination of the contract by the CITY or such remedy as the CITY deems appropriate.

**XIV. Energy Conservation:** The ENGINEER warrants that he will conduct his office and field operations in an energy efficient manner in compliance with the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

**XV. Equal Opportunity Provisions:** During the performance of this contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(a) Selection of Labor: During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

(b) Employment Practices: If the maximum amount of this contract stipulated in Section III (C) of any subcontract as a result of this contract is in excess of \$10,000, the contractor and/or subcontractor shall comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR 60).

5

(c) Civil Rights: The contractor or any of his subcontractors shall comply with the Title VI of the Civil Rights Act of 1964, as amended and with the provisions of 49 CFR 21 through Appendix H and 23 CFR 710.405 (b).

**XVI. Time of Performance:** The services of the ENGINEER shall start with the award(s) of construction contract(s) by the CITY and be completed within 50 days after the final inspection and acceptance of the construction work performed by others. The services of the ENGINEER are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of the force account work and/or contractor's work by the CITY shall influence the time period for the ENGINEER'S services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. When it becomes evident to the CITY that the maximum amount payable under Section III (C) will be depleted due to the need for more man-hours of work than estimated, a Supplemental Agreement will be processed to provide for reimbursement to the ENGINEER for out-of-pocket expense including overhead costs as provided for in Appendix A. The need for an adjustment in the fixed fee will be determined and made a part of the Supplemental Agreement if appropriate. This Supplemental Agreement must be approved by the DEPARTMENT and the Federal Highway Administration prior to the performance of additional work by the ENGINEER for which additional reimbursement will be requested.

**XVII. Limitation of "Engineer's Services":** It is understood that the Construction Engineering Services and Construction Inspection furnished by the ENGINEER under this agreement will endeavor to protect the CITY against defects and deficiencies in the work of the contractor but the ENGINEERS do not guarantee the contractor's performance, nor assume any duty to supervise construction and safety procedures followed by any contractor or subcontractor nor the CITY in the case of force account work performed directly by the CITY and/or their respective employees or by any other person nor for any public liability or for property damage caused through acts of the contractor, subcontractor, the CITY and/or their employees or any other person.

The CITY, and the ENGINEER each binds himself, his partners, successors, administrators and assigns to the other party to this AGREEMENT, and to the partners, successors, executors, administrators and assigns of each other party in respect of all of covenants of this AGREEMENT.

The CITY and ENGINEER hereby agree to full performance of the covenants contained herein and it is understood that the work under this agreement is not eligible for Urban Fund participation until approved by the DEPARTMENT and FHWA.

EXHIBIT "D"

IN WITNESS WHEREOF have executed this AGREEMENT the day and year first mentioned.

CITY OF PETAL, MISSISSIPPI

SHOWS, DEARMAN & WAITS, INC.

By: [Signature]  
Mayor

By: [Signature]  
Vice President

Date: 8-26-93

Date: 8-23-93

RECOMMENDED FOR APPROVAL:

APPROVED:

By: \_\_\_\_\_  
Chief Engineer

By: \_\_\_\_\_  
Director

DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED FEDERAL HIGHWAY ADMINISTRATION:

By: \_\_\_\_\_ Date: \_\_\_\_\_, 1993

Title: \_\_\_\_\_

(210)WP  
ENGCONrev

APPENDIX "A"  
AGREEMENT FOR ENGINEERING SERVICES  
WEST FIRST AVENUE  
FAUS PROJECT NO. STP-9333(2)  
PETAL, FORREST COUNTY, MS

ESTIMATED CONSTRUCTION ENGINEERING COSTS

CLASSIFICATION	BASIC HOURLY RATE *	OTHER PAYROLL COSTS **	OTHER OVERHEAD ***	TOTAL OVERHEAD	TOTAL ESTIMATED HOURLY RATE	NO. OF HOURS	ESTIMATED COST
Principal Engineer	\$78.75	\$20.08	\$ 90.38	\$110.46	\$187.21	12	\$ 2,246.52
Chief Engineer	39.49	10.33	46.50	56.83	96.32	24	2,311.68
Project Engineer	13.94	3.65	16.42	20.07	34.01	80	2,720.80
Party Chief	11.50	3.01	13.54	16.55	28.05	80	2,244.00
Instrument Man	9.40	2.46	11.07	13.53	22.93	80	1,834.40
Rodman	10.15	2.66	11.95	14.61	24.76	80	1,980.80
Technician	13.46	3.52	15.85	19.37	32.83	40	1,313.20
Inspector	8.65	2.26	10.19	12.45	21.10	1100	23,210.00
Secretary	9.50	2.49	11.19	13.68	23.18	24	556.32
SUBTOTAL LABOR COST . . . . .							\$38,417.72
Fixed Fee . . . . .							5,762.66
Estimated Travel Mileage of 3,000 Miles at \$0.25/Mile . . . . .							750.00
Meals and Lodging . . . . .							0.00
TOTAL CONSTRUCTION ENGINEERING COST . . . . .							\$44,930.38
Commercial Testing Laboratory Expense . . . . .							2,500.00
TOTAL ENGINEERING COST . . . . .							\$47,430.38

NOTES:

- \* Basic hourly rate is direct salary rate for productive work. Hourly basic rate does not include any premium or overtime costs nor are premium or overtime costs included in other payroll costs or overhead.
- \*\* See attached form of percentages added for "other payroll costs" and "overhead".
- \*\*\* Mileage Records: keep a daily record of miles traveled and places visited to support mileage reimbursements.  
Substanceance Records: Secure receipts for meals and lodging and submit for reimbursement.

EXHIBIT "D"

SUMMARY OF OPERATING COSTS OF  
SHOWS, DEARMAN & WAITS, INC.  
1992 Calendar Year

	Percentage of Direct Payroll
	-----
Direct Payroll	100.00%
1. Direct Salary Additives to Direct Payroll	
-----	
Vacation, Personal Leave & Holidays	9.61%
FICA	8.38%
Hospitalization & Life Insurance	6.30%
Workmen's Compensation	1.37%
Unemployment Compensation Insurance	0.51%
-----	
Total Direct Salary Additives to Payroll Costs	26.17%
2. Indirect or Overhead Costs:	
-----	
Administrative, Secretarial	46.43%
Supplies	8.06%
Transportation	8.84%
Postage	1.25%
Dues & Subscriptions	4.97%
Insurance	2.41%
Depreciation	2.17%
Rent	5.17%
Utilities	1.47%
Telephone	2.92%
Legal & Accounting	1.14%
Miscellaneous Expense	3.10%
Taxes	2.04%
Contributions	0.97%
Engineering Expense	22.91%
Repairs & Maintenance	1.69%
Bank Charges	0.22%
Travel & Convention	2.00%
-----	
Total Indirect or Overhead Cost	117.76%
3. Total Direct and Indirect Overhead	143.93%
4. Total Operating Cost	243.93%
-----	

(13) sumopl

Project No. STP-9333(2)  
County: Forrest

Certification for Federal-Aid Contracts

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certificate is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

8-23-93

Date



Michael T. Waits, Vice President  
SHOWS, DEARMAN & WAITS, INC.  
P. O. Box 1711  
Hattiesburg, MS 39403-1711



EXHIBIT "D"

SHOWS, DEARMAN & WAITS, INC.

CONSULTING ENGINEERS  
P. O. BOX 1711 - 301 HARDY STREET  
HATTIESBURG, MISSISSIPPI 39403-1711  
PHONE 601-844-0821  
FAX: 601-844-0901

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

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

FEDERAL-AID URBAN PROJECT STP-9333(2)  
STATE OF MISSISSIPPI  
FORREST COUNTY  
CITY OF PETAL

CERTIFICATION OF ENGINEER

I hereby certify that I am an Officer and duly authorized representative of the firm of SHOWS, DEARMAN & WAITS, INC., whose address is P. O. Box 1711, Hattiesburg, Mississippi, 39403-1711, and that neither I nor the above firm I hereby 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 contract;

(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 contract; 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 contract; 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 of the United States in connection with the contract involving participation of Federal Aid Urban Funds and is subject to applicable state and federal laws, both criminal and civil.

8-23-93  
Date

  
Michael T. Waits, Vice President

(210)WP  
CERTENGF

11

CITY OF PETAL

DRAFT

FEDERAL URBAN PROJECT NO. STP-9333(2)

STATE OF MISSISSIPPI  
FORREST COUNTY  
CITY OF PETAL

CERTIFICATION OF LOCAL JURISDICTION

I hereby certify that I am the Mayor of the City of Petal, Mississippi and that the ENGINEER or his representatives have not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) employ or retain, or agree to employ or retain, any firm or person or;

(b) pay, or agree to pay any, to any firm or 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 Mississippi State Highway Department and to the Federal Highway Administration in connection with the contract involving participation of Federal Aid Urban Funds, and is subject to applicable state and federal laws, both criminal and civil.

8-26-93  
(Date)

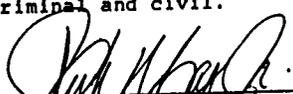
  
Jack H. Day, Jr., Mayor

EXHIBIT "E"

501 Broadway Astoria, Oregon 97103		<b>UNITED FENCE COMPANY</b> Wholesale/Fence & Materials Wholesale/Contract & Operator		Phone: Multnomah 521-0200 Local 429-0200 Fax 521-0200		<b>PROPOSAL AND ACCEPTANCE</b>	
PROPOSAL SUBMITTED TO City of Petal		DATE 8/12/93		JOB NAME Field # 2		JOB LOCATION Petal Park	
CITY, STATE AND ZIP CODE		STATE OF OREGON		JOB NUMBER		JOB PRICE	
We Propose ready to furnish material and labor -- complete in accordance with above specifications, for the sum of \$1,370.00 Tax Exempt							
All material to be provided to be as specified, all work to be completed in a workmanlike manner, including all necessary permits, and all work to be completed in accordance with the specifications and conditions set forth herein. The contractor shall be responsible for obtaining all necessary permits and for the cost thereof. The contractor shall be responsible for the cost of all materials and labor. The contractor shall be responsible for the cost of all transportation and handling charges. The contractor shall be responsible for the cost of all insurance and bonding. The contractor shall be responsible for the cost of all taxes and fees. The contractor shall be responsible for the cost of all other expenses incurred in the performance of the contract.							
Acceptance of Proposal - the above prices, conditions and conditions are satisfactory and are hereby accepted. The contractor shall be responsible for the cost of all materials and labor. The contractor shall be responsible for the cost of all transportation and handling charges. The contractor shall be responsible for the cost of all insurance and bonding. The contractor shall be responsible for the cost of all taxes and fees. The contractor shall be responsible for the cost of all other expenses incurred in the performance of the contract.							

501 Broadway Astoria, Oregon 97103		<b>UNITED FENCE COMPANY</b> Wholesale/Fence & Materials Wholesale/Contract & Operator		Phone: Multnomah 521-0200 Local 429-0200 Fax 521-0200		<b>PROPOSAL AND ACCEPTANCE</b>	
PROPOSAL SUBMITTED TO City of Petal		DATE 8/12/93		JOB NAME Field # 2		JOB LOCATION Petal Park	
CITY, STATE AND ZIP CODE		STATE OF OREGON		JOB NUMBER		JOB PRICE	
We Propose ready to furnish material and labor -- complete in accordance with above specifications, for the sum of \$1,425.00 Tax Exempt							
All material to be provided to be as specified, all work to be completed in a workmanlike manner, including all necessary permits, and all work to be completed in accordance with the specifications and conditions set forth herein. The contractor shall be responsible for obtaining all necessary permits and for the cost thereof. The contractor shall be responsible for the cost of all materials and labor. The contractor shall be responsible for the cost of all transportation and handling charges. The contractor shall be responsible for the cost of all insurance and bonding. The contractor shall be responsible for the cost of all taxes and fees. The contractor shall be responsible for the cost of all other expenses incurred in the performance of the contract.							
Acceptance of Proposal - the above prices, conditions and conditions are satisfactory and are hereby accepted. The contractor shall be responsible for the cost of all materials and labor. The contractor shall be responsible for the cost of all transportation and handling charges. The contractor shall be responsible for the cost of all insurance and bonding. The contractor shall be responsible for the cost of all taxes and fees. The contractor shall be responsible for the cost of all other expenses incurred in the performance of the contract.							

Palmer Fence Company  
 400 N. Van Duzer - Petal, OR 97124  
 An Equal Opportunity Employer  
 Phone: 503-526-0200 Fax: 503-526-0200

City of Petal  
 X: Ma Lacey Workins

Item B.D	
Petal Park Ball Field # 1 & # 2	
Price Complete Per Local Specifications Complete and Installed	
Field # (A)	\$1370.00
Field # (B)	\$1730.00

8/12/93  
 [Signature]

EXHIBIT "F"



**COMMERCIAL COMMUNICATIONS SERVICE**  
5211 Hwy 42  
Hattiesburg, Mississippi 39401  
(601)584-6396 or (601)584-9026 • Fax (601)583-4455



**EQUIPMENT PROPOSAL**

PROPOSAL FOR:				COMMENTS:	
CITY OF PETAL				MOBILE RADIO FOR Mayor's CAR	
ATTN: Mayor Jack Gay					
PETAL, MS					
ITEM	QUANTITY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1	1ea	M436MC29C2	MOTOROLA RADIUS GM300, 45 WATT, 16 CHANNEL MOBILE RADIO		564.40
	1ea	HLN9450	WEDGE MOUNT		20.00
	1ea	M436MC29C2	MOBILE 3db GAIN MOBILE ANTENNA		50.00
	1ea		PROGRAM RADIO & INSTALL MOBILE EQUIPMENT		63.75
TERMS: _____ % down Net <u>30</u> days.				Total Equipment Cost	\$ <u>634.40</u>
Lease or installment purchase contract:				Labor, Installation and	\$ <u>63.75</u>
\$ _____ per mo. for _____ years.				Test & Program	\$ <u>N/C</u>
Other _____				Tax	\$ _____
Proposal valid for: <u>30</u> days.				Total Purchase	\$ <u>698.15</u>
Prepared by: <u>DAVID BOWLES David Bowles</u>				Frequency Coord./License	\$ _____
Date: <u>8/25/93</u>				Total	\$ _____
Accepted by: _____				Less Down Payment	\$ _____



**Teltronix Communications, Inc.**  
1711 27th Street  
Gulfport, Mississippi 39501  
601-863-4838 • FAX 601-863-4993



City of Petal  
Petal, Ms.

Att'N: The Honorable Jack Gay

Quote per your request for Motorola Radius mobile radio.

1 ea. Motorola Radius M436MC29C2 mobile radio installed with HLN 9450 wedge mount, and 3 db gain mobile antenna. Installation at Teltronix, Gulfport, Ms.

This quote includes all items on your request.

Total cost: \$744.00

*William D. Minahan* 8-26-93  
William D. Minahan

ORDINANCE 1979 (44-G)  
EXHIBIT "G"

AN ORDINANCE TO AMEND ORDINANCE NUMBER 1979 (44-F) AND INCREASING THE SERVICE FEE FOR THE COLLECTION AND DISPOSAL OF GARBAGE AND TO REQUIRE THE PAYMENT OF A SERVICE FEE BY THE PREVIOUSLY EXEMPTED OVER-AGE AND DISABLED

SECTION 1. SECTION 1:B of Ordinance 1979 (44-F) is hereby repealed:

SECTION 2. SECTION A of Ordinance 1979 (44-F) is hereby amended to read as follows:

SECTION A. The following monthly fees are established for the collection removal and or disposal of garbage:

a. For each residence within the City of Petal, the sum of Eight dollars and no cents (\$8.00) per month;

b. For apartment complexes, of more than two (2) units provided the garbage is maintained and can be collected at one collection place, the sum of Five dollars and no cents (\$5.00) per apartment, per month;

c. For all duplexes, two (2) apartment units, the sum of Ten dollars and no cents (\$10.00) per duplex, per month, provided the garbage is maintained and can be collected at one collection place;

d. For mobile home parks, provided all garbage is maintained and can be collected at one collection place, the sum of Five dollars and no cents (\$5.00) per mobile home unit;

e. For all other garbage collection customers, the sum of Eight dollars and no cents (\$8.00) per month, provided a garbage pickup is not required to be made more than twice in any week;

f. All persons who are head of the household, being the sole proprietor and only occupant(s) of that residence and who are over age 65, or on disability as determined by either the Veterans Administration or the Social Security Administration, or some other

EXHIBIT "G"  
agency of the Federal Government, shall pay the sum of \$4.00 per month for the garbage collection fee established herein, upon proof of said disability or age being properly presented to the Director of the Sanitation Services division, or any other designated employee of the City of Petal, Mississippi.

g. For other collection services, other than residential (homes/apartments) such as businesses, small industry or those requiring special handling, or more than two (2) collections per week, a fee is to be determined by application of Section 1-12 of Ordinance 1979(44).

SECTION 3. That except as otherwise amended herein, Ordinance 1979(44) shall remain in full force and effect.

SECTION 4. This Ordinance shall be in full force and effect immediately from and after its passage and approval as provided by law.

The above and foregoing Ordinance having been presented to the Mayor and board of Aldermen, first section by section, and then as a whole, the following vote was then taken:

Those present and voting "YEA" and in favor of the passage and adoption of said Ordinance, Section by Section:

Alderman Raymond C. Brandle  
Alderman William H. Campbell  
Alderman Reuben Clepper  
Alderman Leroy Scott

Those present and voting "NAY" or against any Section of the foregoing Ordinance:

None

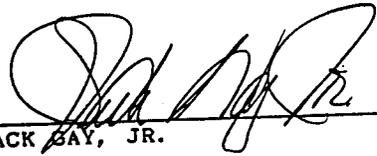
Those present and voting "YEA" and in favor of the passage, adoption, and approval of the foregoing Ordinance as a whole:

Alderman Raymond C. Brandle  
Alderman William H. Campbell  
Alderman Reuben Clepper  
Alderman Leroy Scott

Those present and voting "NAY" or against the passage, adoption, and approval of the foregoing Ordinance as a whole:

None

The above and foregoing Ordinance, having been approved, Section by Section, and then as a whole, the same was duly adopted on this, the 7th day of September, A.D., 1993.

  
JACK GAY, JR.  
MAYOR

(SEAL)

ATTEST:

  
PRISCILLA C. DANIEL  
CITY CLERK

EXHIBIT "H"

ORDINANCE 1988 (73-D)

AN ORDINANCE AMENDING ORDINANCE 1988 (73-C),  
REPEALING ALL ORDINANCES INCONSISTENT THEREWITH,  
AND PROVIDING COMPENSATION FOR THE MAYOR AND  
BOARD OF ALDERMEN OF THE CITY OF PETAL,  
MISSISSIPPI

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

SECTION 1: Ordinance 1988 (73-C) is hereby amended  
as follows, any Ordinances inconsistent with that adopted  
herein being repealed specifically and by implication:

SECTION 2: COMPENSATION OF THE MAYOR

The Mayor of the City of Petal, Mississippi shall  
be paid compensation for the performance of his official  
duties at the rate of \$32,000.00 annually.

SECTION 3: COMPENSATION OF ALDERMEN

The Aldermen of the City of Petal, Mississippi,  
shall be paid compensation for the performance of their  
official duties at the rate of \$5,400.00 annually.

SECTION 4: EFFECTIVE DATE

The above and foregoing Ordinance shall take effect  
and be in full force from and after thirty (30) days from  
the date of its adoption and approval.

The above and foregoing Ordinance amending  
Ordinance 1988 (73-C) and for related purposes, having  
been reduced to writing, the same was introduced and read  
and a vote was taken thereon, first section by section and  
then upon the foregoing Ordinance as a whole, with the  
following results:

Those present and voting "Aye" and in favor of the  
passage, adoption and approval of Sections 1, 2 3 and 4 of

Alderman Raymond C. Brandle  
Alderman William H. Campbell  
Alderman Reuben Clepper  
EXHIBIT "H"  
Alderman Leroy Scott

Those present and voting "Nay" or against the passage, adoption and approval of Sections 1, 2, 3, and 4 of the foregoing Ordinance:

None

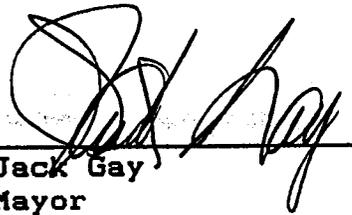
Those present and voting "Aye" and in favor of the adoption of the foregoing Ordinance as a whole:

Alderman Raymond C. Brandle  
Alderman William H. Campbell  
Alderman Reuben Clepper  
Alderman Leroy Scott

Those present and voting "Nay" or against the adoption of the foregoing Ordinance as a whole:

None

Whereupon, the foregoing Ordinance be, and the same is hereby passed, adopted, and approved on this, the 7th day of September, A. D., 1993.

  
\_\_\_\_\_  
Jack Gay  
Mayor

(SEAL)

Attest:

  
\_\_\_\_\_  
Priscilla C. Daniel  
City Clerk

Publish (1) time: September 13, 1993

THIS

PAGE

LEFT

BLANK

INTENTIONALLY