

BE IT REMEMBERED THAT A PUBLIC HEARING WAS CALLED TO ORDER AT 6:15 ON JUNE 21, 1994 PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, FOR THE PURPOSE OF DETERMINE THE STATUE OF THE PROPERTY OWNED BY ROBERT VICK AT THE CORNER OF DAWSON CUT-OFF AND CARTERVILLE ROAD.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	VICKIE LEGGETT IN MR. TYNER'S ABSENCE
ALDERMEN	RAYMOND C. BRANDLE WILLIAM H. CAMPBELL LEROY SCOTT
OTHERS PRESENT	RONALD STRINGER ROY MORGAN DAN TOLBERT

WHEREAS, MAYOR GAY STATED THAT THE OWNER OF THE PROPERTY, ROBERT VICK, IS DECEASED BUT THE CITY HAS MADE EVERY EFFORT TO NOTIFY THE HEIRS INCLUDING A LETTER TO JANE BODMAN AND A LEGAL NOTICE ADVERTISED IN THE HATTIESBURG AMERICAN.

THEREUPON, DAN TOLBERT RECOMMENDED THAT THE STRUCTURES ON THE PROPERTY BE DEMOLISHED OR BURNED BECAUSE OF THE DETERIOATED CONDITION OF THE MATERIALS IN THE HOUSE AND THE TERMITES.

THEREUPON, THE MAYOR AND BOARD OF ALDERMEN DO FIND THAT THE UNSAFE CONDITION OF THE STRUCTURE OWNED BY THE VICK ESTATE POSES A THREAT TO THE PUBLIC SAFETY OF THE COMMUNITY AND DO CONCUR WITH THE RECOMMENDATION OF THE BUILDING OFFICIAL.

  
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JACK GAY  
MAYOR

(SEAL)

ATTEST:

  
PRISCILLA C. DANIEL  
CITY CLERK

BE IT REMEMBERED THAT A PUBLIC HEARING WAS CALLED TO ORDER AT 6:30 P.M. ON JUNE 21, 1994 PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE OF 1972, AS AMENDED, BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, FOR THE PURPOSE OF DETERMINING THE STATUS OF THE PROPERTY OWNED BY TOXIE MORRIS AT 103 MORRIS STREET.

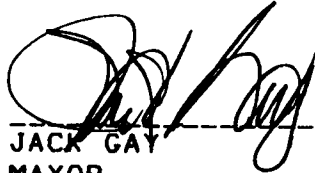
THOSE PRESENT	MAYOR JACK GAY, JR.
CITY ATTORNEY	VICKIE LEGGETT IN MR. TYNER'S ABSENCE
ALDERMEN	RAYMOND C. BRANDLE WILLIAM H. CAMPBELL LEROY SCOTT
OTHERS	ROY MORGAN DAN TOLBERT RONALD STRINGER

WHEREAS, MAYOR GAY STATED THAT THE UNSAFE CONDITION OF THE STRUCTURE OWNED BY TOXIE MORRIS POSES A THREAT TO THE PUBLIC SAFETY OF THE COMMUNITY HAS BEEN BROUGHT TO THE ATTENTION OF THE BOARD AND AFTER PROPER NOTICE THE HEARING HAS BEEN CALLED. THE PROPERTY IN QUESTION IS DESCRIBED AS FOLLOWS:

BEG 330 FT N & 210 FT E SWC NW 1/4 NW 1/4 4 450 FT N 330 FT W TO P B RD SW TO A PT 41 FT N OF BEG S TO BEG TOTAL ACRES: 2.68

WHEREAS, DAN TOLBERT, CITY INSPECTOR, RECOMMENDED THAT THE STRUCTURE ON THE MORRIS PROPERTY BE DEMOLISHED AND THE LOT CLEANED DUE TO THE UNSAFE CONDITION THAT EXISTS ON THE PROPERTY.

THEREUPON, THE MAYOR AND BOARD OF ALDERMEN DO CONCUR WITH MR. TOLBERT'S RECOMMENDATION AND DO FIND THE CONDITION OF THE STRUCTION AND THE LOT IS A THREAT TO THE PUBLIC SAFETY OF THE COMMUNITY.

  
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JACK GAY  
MAYOR

(SEAL)

ATTEST:

  
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PRISCILLA C. DANIEL  
CITY CLERK

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 JUNE 21, 1994 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	VICKIE LEGGETT IN MR. TYNER'S ABSENCE
ALDERMEN	RAYMOND C. BRANDLE WILLIAM H. CAMPBELL REUBEN CLEPPER LEROY SCOTT
OTHERS PRESENT	TOM ETHERIDGE DAN TOLBERT AUBRA EVANS

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

THE INVOCATION WAS OFFERED BY LEROY SCOTT.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, ALDERMAN BRANDLE MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF JUNE 7, 1994 BE ACCEPTED AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT.

THEREUPON, TOM ETHERIDGE REQUESTED THAT THE MAYOR AND BOARD OF ALDERMEN CONSIDER THE PURCHASE OF PROTECTIVE VEST FOR THE DEPUTY POLICEMEN. MR ETHERIDGE STATED THAT THE MAXIMUM THE APPROPRIATION WOULD BE IS \$4,390.00 AND THE MINIMUM WOULD BE \$3,449.90. THIS WOULD PURCHASE 10 VEST.

THEREUPON, MAYOR GAY STATED THAT THE OFFICERS ARE ENCOURAGED TO WEAR THE VEST AND THAT HE WOULD SUGGEST THAT THE CHIEF OF POLICE PRESENT THIS DURING THE 1994-95 BUDGET PROCESS.

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR THE SIX MONTH CONTRACT FOR ASPHALT IN PLACE AND ASPHALT, FOB PLANT.

SEE EXHIBIT "A"

BUSH CONSTRUCTION COMPANY P O BOX 8000 LAUREL, MS. 39441-8000	EA-4 TACK IN PLACE \$35.60 PER TON
HOT MIX ASPHALT, INC. P O BOX 8000 LAUREL, MS. 39441-8000	FOB PLANT \$25.50 PER TON
WARREN PAVING P O BOX 572 HATTIESBURG, MS. 39403	EA-4 TACK IN PLACE \$33.60 FOB PLANT \$25.00

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT WARREN PAVING'S BID AS THE LOWEST AND BEST BID AND TO ACCEPT HOT MIX ASPHALT, INC.'S BID AS AN ALTERNATE BID FOR THE EA-4 TACK FOB PLANT. 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 THE WISHES OF THE BOARD CONCERNING THE FINDINGS AT THE PUBLIC HEARING ON THE W.A. VICK PROPERTY LOCATED AT THE INTERSECTION OF DAWSON CUT-OFF AND CARTERVILLE ROAD.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOLLOWING RESOLUTION. ALDERMAN BRANDLE SECONDED THE MOTION.

SEE EXHIBIT "B"

RESOLUTION

RESOLUTION FINDING AND DETERMINING THAT PROPERTY LOCATED AT THE INTERSECTION OF DAWSON CUT-OFF AND CARTERVILLE ROAD IN PETAL MISSISSIPPI IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY

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 THE WISHES OF THE BOARD CONCERNING THE FINDINGS ON THE TOXIE MORRIS PROPERTY LOCATED AT THE CORNER OF MORRIS STREET AND EAST FOURTH AVENUE.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOLLOWING ORDINANCE. ALDERMAN BRANDLE SECONDED THE MOTION.

SEE EXHIBIT "C"

RESOLUTION FINDING AND DETERMINING THAT PROPERTY LOCATED AT THE CORNER OF MORRIS STREET AND EAST FOURTH AVENUE IN PETAL, MISSISSIPPI IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH AND SAFETY OF THE COMMUNITY

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 NEW INFORMATION HAS BEEN RECEIVED ON THE DEFINITION OF HOME OCCUPATION AND THAT IN ORDER TO GIVE THE BOARD THE OPPORTUNITY TO REVIEW ALL OF THE INFORMATION HE WOULD SUGGEST THIS BE TAKEN UNDER ADVISEMENT.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO TAKE THE STUDY OF THE HOME OCCUPATION SECTION OF THE ZONING ORDINANCE UNDER ADVISEMENT. 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 AN AGREEMENT FOR PROFESSIONAL SERVICES FOR THE 1994 HOME PROGRAM BETWEEN THE CITY OF PETAL, MISSISSIPPI AND NEEL, SCHAFFER, INC.

SEE EXHIBIT "D"

AGREEMENT

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT. 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 THE CONTRACT WITH THE PETAL SCHOOL DISTRICT FOR THE SENIOR CITIZEN'S MEALS FOR THE 1994-95 SCHOOL YEAR.

SEE EXHIBIT "E"

CONTRACT WITH THE PETAL SCHOOL DISTRICT  
SR CITIZEN'S MEALS

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING CONTRACT WITH THE PETAL SCHOOL DISTRICT. 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 REEVES SANITARY SERVICE HAD PAID IN ADVANCE FOR THE USE OF THE CITY SEWER AND SINCE THE CITY HAS ADOPTED THE ORDINANCE PROHIBITING THE USE OF THE CITY SEWER BY PRIVATE CONTRACTORS, THEY HAVE REQUESTED A REFUND OF \$60.00.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO REFUND \$60.00 TO REEVES SANITARY SERVICE. 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 STATED THAT THE CHAIRS, VIRCO MODEL # 8916 HAVE BEEN SELECTED FOR THE MULTI-PURPOSE CENTER AND THAT THESE CHAIRS ARE ON THE STATE CONTRACT AT A COST OF \$56.60 EACH. MAYOR GAY STATED THAT THE CITY CAN PURCHASE THE EXACT CHAIR FROM DISCOUNT OFFICE SYSTEMS FOR \$41.68 EACH. MAYOR GAY STATED THAT THE CITY WILL NEED TO PURCHASE 372 CHAIRS AND THE ROTARY CLUB HAS EXPRESSED A DESIRE TO PAY FOR 72 OF THE CHAIRS TO BE USED IN THE ROTARY MAGNOLIA ROOM IN THE CENTER.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO PURCHASE 372 CHAIRS FROM DISCOUNT OFFICE SYSTEMS AT A COST OF \$41.68 EACH WHICH BE LESS THAN THE STATE CONTRACT PRICE WITH THE PETAL ROTARY CLUB PAYING FOR 72 OF THE CHAIRS. 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 STATED THAT THE CITY WILL NEED TO ADVERTISE FOR BIDS FOR OTHER FURNITURE AND EQUIPMENT FOR THE MULTI-PURPOSE CENTER.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE FURNITURE AND EQUIPMENT FOR THE MULTI-PURPOSE CENTER. 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 REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF MAY TO THE BOARD.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF MAY. 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 PROOFS OF PUBLICATION TO THE BOARD.

- A) PUBLIC NOTICE - ROBERT A VICK
- B) ORDINANCE 1994 (82)
- C) NOTICE TO BIDDERS - ASPHALT & ASPHALT OVERLAY

THEREUPON, ALDERMAN SCOTT MADE A MOTION THAT THE FOREGOING PROOFS 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 REQUEST FROM A.C. ALLEN FOR THE STREET THAT TO HIS PROPERTY BE NAMED "ALLEN'S ALLEY". MAYOR GAY STATED THAT JIMMY BARDING HAS OBTAINED APPROVAL FOR THIS FROM THE CIVIL DEFENSE OFFICE.

SEE EXHIBIT "F"

LETTER - ALLEN

THEREUPON, ALDERMAN CLEPPER MADE A MOTION THAT MR. ALLEN'S REQUEST BE GRANTED. 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 STATED THAT THE POLICE CHIEF HAS RECEIVED THE NEW CAR AND THAT THIS CAR WILL BE MAINTAINED FOR INVESTIGATIVE PURPOSES.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO DESIGNATE THE 1994 CHEVROLET CAPRICE CLASSIC VIN # 1G1BL52P3RR177196 AS AN UNMARKED VEHICLE AND MAINTAINED FOR INVESTIGATIVE PURPOSES. 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 IT IS HIS RECOMMENDATION THAT DUE TO THE FACT THE THE STREET SUPERINTENDENT VACANCY HAS NOT BEEN FILLED, AND THAT REUBEN WARRICK IS PERFORMING THE DUTIES THAT MR. WARRICK BE CLASSIFIED AS A STREET SUPERVISOR AT A RATE OF \$9.50 PER HOUR EFFECTIVE JUNE 23, 1994.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOLLOWING ORDER. 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 APPOINT A STREET SUPERVISOR DUE TO THE VACANCY OF THE POSITION OF STREET SUPERINTENDENT.

IT IS HEREBY ORDERED THAT REUBEN WARRICK BE AND HE IS HEREBY APPOINTED AS STREET SUPERVISOR EFFECTIVE JUNE 23, 1994 AT A RATE OF \$9.50 PER HOUR.

SO ORDERED ON THIS THE 21ST DAY OF JUNE, A.D., 1994.

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 IN ORDER TO HAVE BETTER ORGANIZATION AND PLANNING IN THE STREET DEPARTMENT, HE WOULD RECOMMEND APPOINTING GEORGE DAHMER TO THE POSITION OF ASSISTANT SUPERVISOR AT A RATE OF \$8.00 PER HOUR EFFECTIVE JUNE 23, 1994.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOLLOWING ORDER. 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 APPOINT AN ASSISTANT SUPERVISOR TO THE SUPERVISOR IN THE STREET SUPERINTENDENT.

IT IS HEREBY ORDERED THAT GEORGE DAHMER BE AND HE IS HEREBY APPOINTED AS ASSISTANT STREET SUPERVISOR EFFECTIVE JUNE 23, 1994 AT A RATE OF \$8.00 PER HOUR.

SO ORDERED ON THIS THE 21ST DAY OF JUNE, A.D., 1994.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING DEMARIS LEE, AS A PART-TIME EMPLOYEE TO SUPERVISE AND SCHEDULE THE ACTIVITIES HELD IN THE MULTI-PURPOSE BUILDING.



ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME EMPLOYEE TO SUPERVISE AND SCHEDULE THE ACTIVITIES HELD IN THE MULTI-PURPOSE CENTER.

IT IS HEREBY ORDERED THAT DEMARIS LEE BE HIRED EFFECTIVE UPON OCCUPANCY OF THE BUILDING AT A RATE OF \$7.00 PER HOUR.

SO ORDERED ON THIS THE 21ST DAY OF JUNE, A.D., 1994.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 STATED THAT IT HAS COME TO THE ATTENTION OF THE CITY CLERK THAT THE MINUTES OF THE HEARINGS FOR THE 1994 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM HELD ON MARCH 15 AND MARCH 22, 1994 WERE INADVERTENTLY LEFT OUT OF THE MINUTE BOOK. MAYOR GAY PRESENTED THE FOLLOWING NUNC PRO TUNC ORDER TO CORRECT THIS SITUATION.

NUNC PRO TUNC ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DID AUTHORIZE AND SET THE HEARING DATES FOR THE PUBLIC HEARINGS REQUIRED UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM ON MARCH 1, 1994; AND

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DID CAUSE THE NOTICE OF PUBLIC HEARING TO BE PUBLISHED AND THE HEARINGS TO BE HELD ON MARCH 15, 1994 AND MARCH 22, 1994; AND

WHEREAS, IT BECAME KNOWN THAT THE MINUTES OF THE AFOREMENTIONED HEARINGS WERE NOT PLACED INTO THE MINUTE BOOK ON THE CITY BY CLERICAL ERROR; AND THAT THE MINUTES OF THE THESE HEARINGS BE PLACED INTO THE MINUTE BOOK AS EXHIBIT "F" AFTER THE MINUTES OF JUNE 21, 1994.

IT IS ORDERED THAT THIS ORDER BE EFFECTIVE NUNC PRO TUNC, FROM AND AFTER MARCH 15, 1994.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOREGOING NUNC PRO TUNC ORDER. 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 CLEPPER MADE A MOTION TO ADJOURN.  
ALDERMAN CAMPBELL SECONDED THE MOTION.

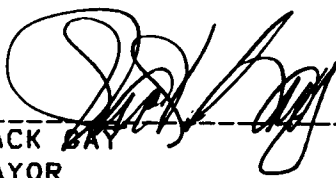
THOSE PRESENT AND VOTING "AYE":

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

THOSE PRESENT AND VOTING "NAY":

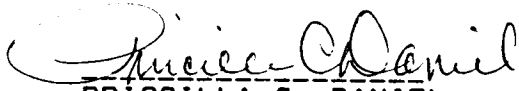
NONE

THEREBEING NO FURTHER BUSINESS THE REGULAR MEETING OF THE  
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WERE  
ADJOURNED ON THIS THE 21ST DAY OF JUNE, A.D., 1994.

  
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JACK RAY  
MAYOR

(SEAL)

ATTEST:

  
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PRISCILLA C. DANIEL  
CITY CLERK

SPECIFICATIONS FOR ASPHALT AND ASPHALT OVERLAY IN PLACE


EXHIBIT "A"

Contractor's Mix Asphalt FOB Plant per ton           \$25.00          

Contractor's Mix Asphalt and EA-4 tack,  
in place per ton at           \$33.60          

Sealed bids will be received until 7:00 p.m., Tuesday, June, 21st, 1994, in  
the Board Room of the City Hall at 119 West 8th Avenue, Petal, MS.

WARREN PAVING, INC.  
P. O. Box 572  
Hattiesburg, MS 39403

  
Lawrence W. Warren, President

OFFICIAL BID

HOT MIX ASPHALT, INC.

P. O. BOX 8000

LAUREL, MS 39441-8000

DATE: June 21, 1994

TO: Mayor and Board of Aldermen - City of Petal

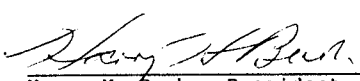
Gentlemen:

As per your request to submit a bid to furnish Hot Mix Asphalt  
FOB plant, we submit the following:

Contractors Hot Mix Asphalt Surface  
FOB Plant \$ 25.50/Ton

The Bid herein made does not exceed the State contract price  
fixed by the current Indexed List of Commodities, or the Item  
herein bid upon is not contained on said current List.

This price is firm and is good for six (6) months from July 1,  
1994.

  
Harry H. Bush - President

md

Certificate of Responsibility #1704  
Auditor of Public Accounts #2175

OFFICIAL BID

BUSH CONSTRUCTION COMPANY, INC.

P. O. BOX 8000

LAUREL, MS 39441-8000

DATE: June 21, 1994

TO: Mayor and Board of Aldermen - City of Petal

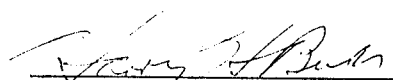
Gentlemen:

As per your request to submit a bid to furnish Contractors Hot  
Mix Asphalt and EA-4, tack in place, we submit the following:

Contractors Hot Mix Asphalt Surface  
and EA-4 tack in place per ton \$ 35.60/Ton

The Bid herein made does not exceed the State contract price  
fixed by the current Indexed List of Commodities, or the Item  
herein bid upon is not contained on said current List.

This price is firm and is good for six (6) months from July 1,  
1994.

  
Harry H. Bush - President

md

Certificate of Responsibility #1672  
Auditor of Public Accounts #2277

EXHIBIT "B"

RESOLUTION

Resolution finding and determining that the property located at 304 Carterville Road in Petal, Mississippi and owned by Robert A. Vick is in such a state of uncleanliness 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 304 Carterville Road 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 304 Carterville Road in Petal, Mississippi is in such a state of uncleanliness and the structure unsafe as to be a menace to the public health and safety of the community, and

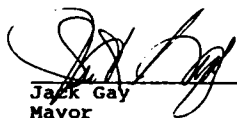
SECTION 2:

That if the owner of said property has not brought the structure up to compliance within 30 days from this receipt and cleaned the property within 10 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 as 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 21st day of June 1994, A.D.

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

(SEAL)

EXHIBIT "C"

RESOLUTION

Resolution finding and determining that the property located at the corner of Morris Street and East 4th Avenue in Petal, Mississippi and owned by Toxey Morris is in such a state of uncleanliness 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 the corner of Morris Street and East 4th Avenue 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 the corner of Morris Street and East 4th Avenue in Petal, Mississippi is in such a state of uncleanliness and the structure unsafe as to be a menace to the public health and safety of the community, and

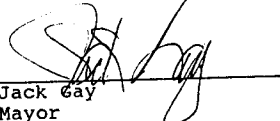
SECTION 2:

That if the owner of said property has not brought the structure up to compliance within 30 days from this receipt and cleaned the property within 10 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 as 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 21st day of June 1994, A.D.

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

(SEAL)

BETWEEN

~~CITY OF PETAL~~  
EXHIBIT D

AND

NEEL-SCHAFFER, INC.

THIS IS AN AGREEMENT made on June 21, 1994, between the City of Petal, Post Office Box 564, Petal, Mississippi 39465 (OWNER), and Neel-Schaffer, Inc., P.O. Box 982, Hattiesburg, Mississippi (PLANNER).

OWNER intends to engage the PLANNER to provide Professional Services to include application preparation and, if funded, administration and management as pertains to the City's 1994 HOME program. The services are more detailed in Exhibit A, "Scope of Services", and hereinafter called the Project.

OWNER and PLANNER in consideration of the mutual covenants herein agree in respect of the performance of professional planning services by PLANNER and the payment for these services by OWNER as set forth herein.

**SECTION 1 - BASIC SERVICES OF PLANNER**

1.1 PLANNER shall provide for OWNER professional planning services as requested for all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional planning representative for the Project, providing consultation and advice and furnishing customary planning services.

City of Petal 1994 HOME  
Page 1 of 19

1.2 By execution of this Agreement, OWNER authorizes PLANNER to provide Basic Services for the Project in accordance with Exhibit A, "Scope of Services".

**SECTION 2 - ADDITIONAL SERVICES OF PLANNER**

2.1 If authorized in writing by OWNER, PLANNER shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. The fee for these additional professional services shall be as both parties may subsequently agree.

**SECTION 3 - OWNER'S RESPONSIBILITIES**

OWNER shall do the following in a timely manner so as not to delay the services of PLANNER:

- 3.1 The City of Petal's Federal-State Programs Coordinator shall act as the OWNER's representative with respect to the services to be rendered under this Agreement. The Federal-State Programs Coordinator will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to PLANNER's services for the project.
- 3.2 Arrange for access to and make all provisions for PLANNER to enter upon public and private property as required for PLANNER to perform services under this Agreement.
- 3.3 Examine studies, reports, sketches, drawings, proposals and other documents presented by PLANNER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PLANNER.

City of Petal 1994 HOME  
Page 2 of 19

- 3.4 Give prompt written notice to PLANNER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of PLANNER's services, or any defect or non-conformance in the work of the PLANNER or of any Contractor.
- EXHIBIT "D"**

**SECTION 4 - PERIOD OF SERVICE**

- 4.1 The provisions of this Section 4 and the various rates of compensation for PLANNER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of all phases to which this Agreement applies. Specific periods of time and/or completion dates for rendering services are set forth in Exhibit B, "Project Schedule".
- 4.2 If OWNER requests modifications or changes in the scope, extent or character of the Project, or if periods of time and/or completion dates are exceeded through no fault of PLANNER, the period of service and amount of compensation for PLANNER's services shall be adjusted equitably.

**SECTION 5 - PAYMENTS TO PLANNER**

- 5.1 **Methods of Payment.** OWNER shall pay PLANNER for Basic Services rendered under Section 1 in accordance with the provisions of Exhibit C, "Payments to Planner".
- 5.2 **Times of Payment.** PLANNER shall submit monthly statements for Basic Services rendered. For lump sum and percentage methods of payment, statements will be based upon PLANNER's estimate of the proportion of the total services actually completed at the time of billing. For cost plus fixed fee method of payment, the amount of fixed fee

City of Petal 1994 HOME

Page 3 of 19

billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this Agreement. OWNER shall make prompt monthly payments in response to PLANNER's monthly statements.

- 5.3 **Delinquent Payments.** The OWNER recognizes time is critical with respect to payment of the PLANNER's statements, and that timely payment is a material part of the consideration of this Agreement. PLANNER's statements shall be due and payable within thirty calendar days of statement date. If OWNER objects to all or any portion of an invoice, OWNER shall notify the PLANNER within fourteen calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If OWNER fails to make any payment due PLANNER for services and expenses, excepting any portion of the statement in dispute, within sixty calendar days after receipt of PLANNER's statement, the amounts due PLANNER shall include a charge at the rate of one percent per month from the sixtieth day unless special arrangements previously have been made and agreed to by both parties in writing.
- 5.4 **Termination Payment.** In the event of termination by OWNER or PLANNER under Paragraph 6.2, OWNER shall pay PLANNER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

**SECTION 6 - GENERAL TERMS AND CONDITIONS**

- 6.1 **Termination for Cause.** The obligation to provide further services under this Agreement may be terminated by either party upon thirty calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

City of Petal 1994 HOME

Page 4 of 19

- 6.2 Suspension. Upon fourteen calendar days written notice to the PLANNER, the OWNER may suspend the PLANNER's work. Suspension for any reason exceeding sixty calendar days shall, at the PLANNER's option, make this Agreement subject to re-negotiation or termination as provided elsewhere in this Agreement. Any suspension shall extend the period of service in a manner that is satisfactory to both the OWNER and the PLANNER.
- 6.3 Access to and Retention of Records.
- 6.3.1 The PLANNER shall allow authorized representatives of the OWNER and appropriate and concerned agencies of the state and federal government access to any records of the PLANNER which are directly pertinent to the Project which is the subject of this agreement for the purpose of making audits, examinations, excerpts and transcriptions.
- 6.3.2 All original records pertinent to the project shall be retained by the OWNER as the project progresses and for a period of three years from the date of completion of all activities within the project.
- 6.4 Standard HUD Contractual Clauses. The standard contractual clauses required by the United States Department of Housing and Urban Development are contained in Exhibit D, "Standard HUD Contractual Requirements", which is to be identified, attached to and made a part of this Agreement.
- 6.5 Insurance
- 6.5.1 The PLANNER maintains workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$500,000/\$1,000,000;
- City of Petal 1994 HOME  
Page 5 of 19
- automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with a limit of \$500,000 per occurrence.
- 6.5.2 OWNER recognizes that the insurance market can be erratic and PLANNER cannot guarantee to maintain the coverages identified above. PLANNER will endeavor to do so, within the context of prudent business practices, and will notify the OWNER of any change in coverage no later than ten calendar days after PLANNER becomes aware of such change. If coverage is withdrawn or if replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, the PLANNER and the OWNER shall confer as to alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.
- 6.6 Personnel and Facilities. The PLANNER has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this Agreement within the period of service set forth in Section 4. PLANNER may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the OWNER. Such personnel shall not be employees of nor have contractual relationship with the OWNER.
- 6.7 Accounting System. The PLANNER shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The OWNER reserves the right to audit the PLANNER's accounts which relate to services provided under this Agreement.
- 6.8 Successors and Assigns. Neither OWNER nor PLANNER shall assign any interest in this Agreement without the prior written consent of the other and in no case shall



assignment relieve assigns from liability under this Agreement. This Agreement shall bind the successors ~~and representatives~~ of both parties. Nothing in this Agreement shall give any rights or benefits to anyone otehr than OWNER and PLANNER.

6.9 **Relationship.** The OWNER has retained PLANNER to provide professional services. These parties have not entered into any joint venture or partnership with the other. The PLANNER is not to be considered the agent of the OWNER.

6.10 **Responsibility of PLANNER.** PLANNER will render planning services in accordance with generally acceptable and currently recognized professional practices and principals, but PLANNER makes no other warranty either expressed or implied with respect to its services.

6.11 **Indemnification.**

6.11.1 The PLANNER agrees to hold harmless and indemnify OWNER from and against liability arising out of PLANNER's negligent performance of the work. It is specifically understood and agreed that in no case shall the PLANNER be required to pay an amount disproportional to PLANNER's culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.2 The OWNER agrees to hold harmless and indemnify PLANNER up to the same amount that PLANNER undertakes to indemnify the OWNER under this Agreement, from and against liability arising out of OWNER's negligence. It is specifically understood and agreed that in no case shall the OWNER be required to pay an amount disproportional to OWNER's culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.3 In the event of joint or concurrent negligence of PLANNER and OWNER, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

6.11.4 The OWNER shall not be liable to the PLANNER and the PLANNER shall not be liable to the OWNER for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the OWNER, or the PLANNER or their employees, agents or subcontractors.

6.12 **Recovery of Dispute Resolution Costs.** In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement seems, if any, may be due.

6.13 **Compliance with Codes and Standards.** The PLANNER's professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the PLANNER shall assess its impact. If, in the PLANNER's professional opinion, the impact is such to significantly affect the PLANNER's compensation or the period of service, then the compensation and/or period of service can be re-negotiated.

6.14 **Force Majeure.** Neither OWNER nor PLANNER shall be liable for faults or delays caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

**EXHIBIT "D"**

6.15 **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.16 **Period of Repose.** Any applicable statute of limitations shall commence to run and any alleged course of action shall be deemed to have accrued not later than the completion of services to be performed by PLANNER.

6.17 **Conflicts.** In the event of a conflict between the main text of this Agreement and any appendix thereof, provisions of the main text shall govern.

6.18 **Third Party Exclusion.** This Agreement shall not create any rights or benefits to parties other than the OWNER and PLANNER except other such rights as may be specifically called for herein.

6.19 **Governing Law.** The laws of the State of Mississippi will govern the validity of this Agreement, its interpretations and performance and remedies for any claims related to this Agreement.

**SECTION 7 - SPECIAL PROVISIONS AND EXHIBITS**

7.1 This Agreement is subject to the following Special Provisions:

7.2 The following Exhibits are attached to and made a part of this Agreement:

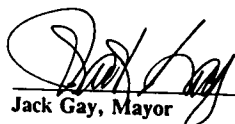
- Exhibit A, "Scope of Services".
- Exhibit B, "Project Schedule".
- Exhibit C, "Payments to Planner".
- Exhibit D, "Standard HUD Contractual Clauses".

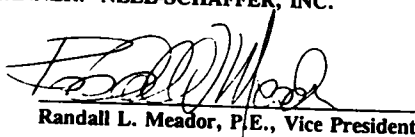
7.3 This Agreement, consisting of Pages 1 to 19, inclusive, together with the Exhibits identified above, constitute the entire agreement between OWNER and PLANNER and supersede all prior written and oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: CITY OF PETAL

PLANNER: NEEL-SCHAFFER, INC.

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

  
\_\_\_\_\_  
Randall L. Meador, P.E., Vice President

  
\_\_\_\_\_  
WITNESS

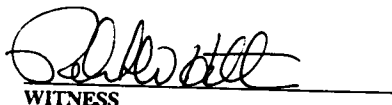
  
\_\_\_\_\_  
WITNESS

EXHIBIT "E"

THE PETAL SCHOOL DISTRICT  
AND  
THE CITY OF PETAL

The PETAL SCHOOL DISTRICT and the CITY OF PETAL, MISSISSIPPI, hereby agree to enter into the following contract whereby the PETAL SCHOOL DISTRICT agrees to the following regulations for serving lunches to SENIOR CITIZENS of Petal, and the CITY OF PETAL further agrees to the following regulations for reimbursement and payment for said SENIOR CITIZENS lunches.

The aforementioned regulations are as follows:

SENIOR CITIZENS meals will be served on Monday and Wednesday of each school session week except on specified school holidays. Said meals will be served by Petal Middle School cafeteria staff.

SENIOR CITIZENS meals will be served by the PETAL SCHOOL DISTRICT beginning promptly at 10:20 a.m. on said days and those SENIOR CITIZENS participating will be completed with their meals before student serving time at 10:50 a.m. SENIOR CITIZENS participating will be responsible for picking up their lunch trays at the service line and taking the lunch trays to the dish room window upon completion of their meals.

SENIOR CITIZENS lunch menus will be the same as that served the students of the PETAL SCHOOL DISTRICT. Copies of said menus will appear weekly in the Petal Journal.

SENIOR CITIZENS participating who wish to bring a guest (grandchildren, children, etc.) will be responsible for paying for said lunches directly to the Food Service Cashier. These extra lunches will not be included in the total count for billing the CITY OF PETAL.

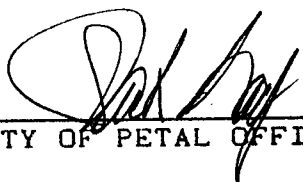
THE PETAL SCHOOL DISTRICT will submit a monthly billing to the CITY OF PETAL for the total number of SENIOR CITIZENS meals served during the specified month. The rate for reimbursement to the PETAL SCHOOL DISTRICT is set at Two Dollars and Fifty cents (\$2.50) per SENIOR CITIZEN meal served.

The CITY OF PETAL will reimburse the PETAL SCHOOL DISTRICT in accordance with said billed statement within ten (10) working days upon receipt of said statement of payment.

This agreement shall be effective from July 1, 1994 to June 30, 1995. It may be terminated by notice in writing given by any party hereto to the other parties at least 30 days prior to the date of termination.

  
\_\_\_\_\_  
PETAL SCHOOL OFFICIAL

\_\_\_\_\_  
SUPERINTENDENT  
TITLE DATE

  
\_\_\_\_\_  
CITY OF PETAL OFFICIAL

\_\_\_\_\_  
MAYOR  
TITLE DATE

EXHIBIT "F"

# The Allen's

*Wholesale — Serving the Awards Industry*

## Trophies

219 Market Street  
Hattiesburg, Mississippi 39401  
(601) 583-1178

Forrest County Civil Defense  
Attn: Debbie Windham  
P.O. Box 1645  
Hattiesburg, Ms. 39403

Dear Ms. Windham

Per our conversation of May 25, 1994, I request the name "Allens Alley" be given the "first driveway on the left after the Smithville Road exit on the Davis Road" in Petal.

While the word "Alley" has fallen somewhat into disuse it originally referred to a pleasant tree lined by-way, somewhat off the beaten path. I am sure you remember "Oak Alley," named for its shady oak lined drive. I feel the name Allens Alley is appropriate for several reasons -

1.) I own the property on the left side of Davis Road, from Smithville Road until Davis Road crosses Dry Prong Creek, bounded by Davis Road, the center line of the old railroad cut, "the Dummy Line cut," and Dry Prong Creek.

2.) I am in the process of clearing and planting several acres of that property. Part of the planting consists of two lines of English Walnut trees, along the road; plus a double row of pecan trees on the south side of the road. In a few years they will provide a shaded driveway to the living area in the center of the property.

3.) I intend to begin construction of a house in the not too distant future, and both my sons have asked that I lay out home sites for them on the property.

Since three Allens families will then live on the property the name of Allens Alley is suitable, descriptive, and appropriate.

Sincerely

  
A.C. Allen