

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 OCTOBER 18, 1994 IN THE BOARD ROOM OF SAID CITY.

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| THOSE PRESENT | MAYOR JACK GAY |
| CITY ATTORNEY | THOMAS W TYNER |
| ALDERMEN | RAYMOND C. BRANDLE W. H. CAMPBELL REUBEN CLEPPER LEROY SCOTT SHELBY TIMS |
| OTHERS PRESENT | CHIEF WAYNE MURPHY CHIEF AUBRA EVANS ROBERT HATTEN DEMARIS LEE ANN YOUNG |

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

THE INVOCATION WAS OFFERED BY W. H. CAMPBELL.

WHEREAS, ALDERMAN BRANDLE MADE A MOTION THAT THE MINUTES OF OCTOBER 4, 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
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT BUT THERE WAS NONE.

WHEREAS, ROBERT HATTEN WITH NEEL-SCHAFFER, INC. ADDRESSED THE BOARD CONCERNING THE GRANT AGREEMENT M94-SG-28-0158 HOME PROJECT BETWEEN THE CITY OF PETAL AND THE STATE OF MISSISSIPPI DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT. MR HATTEN STATED THAT THE AMOUNT OF THE MATCH MONEY IS IN ERROR ON THE AGREEMENT AND THE CITY SHOULD CHANGE THE FIGURE TO \$29,750 INITIAL THE CHANGE AND EXECUTE THE AGREEMENT.

SEE EXHIBIT "A"

GRANT AGREEMENT

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE GRANT 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
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MR HATTEN PRESENTED THE CONTRACT BETWEEN THE CITY OF PETAL AND NEEL-SCHAFFER, INC. FOR THE ADMINISTRATION OF THE CDBG PUBLIC FACILITIES GRANT.

SEE EXHIBIT "B"

CONTRACT - ADMINISTRATION CDBG

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH NEEL-SCHAFFER, INC. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, THE MR HATTEN STATED THAT THREE (3) CHECKING ACCOUNTS WILL NEED TO BE OPENED FOR THE FOLLOWING:

- 1) CITY OF PETAL - CDBG
- 2) CITY OF PETAL - HOME PROGRAM
- 3) CITY OF PETAL - HOME ESCROW

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE CITY CLERK TO OPEN THE FOREGOING ACCOUNTS. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MR HATTEN STATED THAT THE CITY IS REQUIRED TO ADVERTISE THE EARLY NOTICE OF FLOOD PLAIN ACTIVITIES FOR THE CITY OF PETAL CDBG PUBLIC FACILITIES PROGRAM.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADVERTISE THE EARLY NOTICE OF FLOOD PLAIN ACTIVITIES. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE CITY WILL NEED TO ADVERTISE FOR BIDS FOR THE 6 MONTH TERM CONTRACT ON GAS AND DIESEL FOR THE CITY.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE TERM CONTRACT FOR GASOLINE AND DIESEL. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE FURNISHING AND INSTALLATION OF APPROXIMATELY 400 FEET OF GUARDRAILS ON OLD RICHMOND ROAD.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE FURNISHING AND INSTALLATION OF THE GUARDRAILS. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM H.C. SANFORD THAT AN UNDEVELOPED ROAD, PLATTED IN HIS SUBDIVISION, BE VACATED AND MADE VOID BY THE CITY. MAYOR GAY STATED THAT MR. SANFORD OWNS ALL OF THE ADJOINING PROPERTY TO WOODLAND CIRCLE

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE QUITCLAIM DEED CONVEYING TO H.C. AND LOUISE SANFORD THE CERTAIN PIECE OF PROPERTY KNOWN AS WOODLAND CIRCLE LYING BETWEEN LOTS 277, 276, 275, 274, 273, 282, 271 AND 270 IN BLOCK 4 OF THE BEVERLY HILLS ESTATE 2ND ADDITION AS PLATTED AND ON FILE IN THE CHANCERY CLERK'S OFFICE OF FORREST COUNTY. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM LMG PROPERTIES, INC. FOR TAX DEEDS TO BE ISSUED ON THE FOLLOWING PROPERTIES THAT MATURED TO THEM ON AUGUST 31, 1994:

- 1) PARCEL # 114 020 020.00 EZELL AMOS JR ET AL
- 2) PARCEL # 119C 031 071.00 CHARTER BANK FCP

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ISSUE THE FOREGOING TAX DEEDS TO LMG PROPERTIES, INC. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOFS OF PUBLICATION:

- A) PUBLIC NOTICE - CATHOLIC DIOCESE ZONING HEARING
- B) NOTICE TO INTERESTED PARTIES - CIVIC CENTER

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT DUE TO THE VACANCY IN THE POLICE DEPARTMENT THAT CHIEF MURPHY HAS RECOMMENDED ALVIN M MILLER FOR THE POSITION.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ADOPT THE FOLLOWING ORDER HIRING ALVIN M MILLER AS PATROLMAN 4TH CLASS AT A RATE OF \$16,411.17 EFFECTIVE NOVEMBER 6, 1994. ALDERMAN BRANDLE SECONDED THE MOTION.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A POLICE OFFICER TO FILL A VACANCY IN THE DEPARTMENT.

IT IS HEREBY ORDERED THAT ALVIN M MILLER BE HIRED AS PATROLMAN 4TH CLASS EFFECTIVE NOVEMBER 6, 1994.

SO ORDERED ON THIS THE 18TH DAY OF OCTOBER, A.D., 1994.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM CHIEF MURPHY TO PURCHASE ON STATE CONTRACT A RADIO FOR HIS POLICE CAR UNIT # 34

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE PURCHASE OF A MOTOROLA RADIO AT STATE CONTRACT IN THE AMOUNT OF \$670.17 FOR POLICE UNIT # 34. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE REVENUES AND EXPENDITURES REPORT FOR THE MONTH OF SEPTEMBER TO THE BOARD.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO ACCEPT THE REVENUES AND EXPENDITURES REPORT FOR THE MONTH OF SEPTEMBER. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER INCREASING THE RATE OF PAY FOR LINDA PLEDGER, ANIMAL WARDEN, EFFECTIVE OCTOBER 27, 1994, UPON COMPLETION OF HER SIX (6) MONTH PROBATIONARY PERIOD.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO INCREASE TO INCREASE LINDA PLEDGER'S RATE OF PAY TO \$5.69 PER HOUR UPON THE COMPLETION OF HER SIX (6) MONTHS EMPLOYMENT.

IT IS HEREBY ORDERED THAT LINDA PLEDGER'S RATE BE INCREASED TO \$5.69 PER HOUR EFFECTIVE OCTOBER 27, 1994.

SO ORDERED ON THIS THE 18TH DAY OF OCTOBER, 1994.

THEREUPON, ALDERMAN CAMPBELL 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
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER INCREASING JONATHAN WHITE'S RATE OF PAY TO \$5.69 PER HOUR EFFECTIVE NOVEMBER 10, 1994 UPON COMPLETION OF HIS SIX (6) MONTH PROBATIONARY PERIOD.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO INCREASE TO INCREASE JONATHAN WHITE'S RATE OF PAY TO \$5.69 PER HOUR UPON THE COMPLETION OF HIS SIX (6) MONTHS EMPLOYMENT.

IT IS HEREBY ORDERED THAT JONATHAN WHITE'S RATE BE INCREASED TO \$5.69 PER HOUR EFFECTIVE NOVEMBER 10, 1994.

SO ORDERED ON THIS THE 18TH DAY OF OCTOBER, 1994.

THEREUPON, ALDERMAN CAMPBELL 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
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER INCREASING WILMA SUE SWILLEY'S RATE OF PAY TO \$5.69 PER HOUR EFFECTIVE NOVEMBER 24, 1994 UPON THE COMPLETION OF HER SIX (6) MONTH PROBATIONARY PERIOD.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO INCREASE TO INCREASE WILMA SUE SWILLEY'S RATE OF PAY TO \$5.69 PER HOUR UPON THE COMPLETION OF HER SIX (6) MONTHS EMPLOYMENT.

IT IS HEREBY ORDERED THAT WILMA SUE SWILLEY'S RATE BE INCREASED TO \$5.69 PER HOUR EFFECTIVE NOVEMBER 24, 1994.

SO ORDERED ON THIS THE 18TH DAY OF OCTOBER, 1994.

THEREUPON, ALDERMAN CAMPBELL 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
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER INCREASING TRACEY MONTAGUE'S RATE OF PAY TO \$6.69 PER HOUR DUE TO HIS COMPLETION OF THE WATER OPERATING CERTIFICATION EFFECTIVE OCTOBER 27, 1994.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO INCREASE TRACEY MONTAGUE'S RATE OF PAY DUE TO HIS COMPLETION OF THE WATER OPERATING CERTIFICATION COURSE.

IT IS HEREBY ORDERED THAT TRACEY MONTAGUE'S RATE OF PAY BE INCREASED TO \$6.69 PER HOUR EFFECTIVE OCTOBER 27, 1994.

SO ORDERED ON THIS THE 18TH DAY OF OCTOBER, A.D 1994.

THEREUPON, ALDERMAN CAMPBELL 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
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDINANCE INCREASING THE COMPENSATION OF THE MAYOR AS SET FORTH IN THE 1994-95 BUDGET ADOPTED ON SEPTEMBER 13, 1994.

SEE EXHIBIT "C"

ORDINANCE 1988 (73-E)

THEREUPON, ALDERMAN BRANDLE 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
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING WRITTEN QUOTATIONS FOR FIRE HYDRANTS AND M/J GATE VALVES FOR THE WATER DEPARTMENT.

SEE EXHIBIT "D"

| | | |
|---------------------------|----------------------------|---------------|
| CENTRAL PIPE SUPPLY, INC. | 4 FIRE HYDRANTS @ 496.25 | 1,985.00 |
| P O BOX 8946 | 4 M/J GATE VALVES @ 190.00 | <u>760.00</u> |
| JACKSON, MS. 39284-8946 | | 2,745.00 |

| | | |
|----------------------------|----------------------------|---------------|
| DIXIE WHOLESALE WATERWORKS | 4 FIRE HYDRANTS @ 508.00 | 2,032.00 |
| P O BOX 48 | 4 M/J GATE VALVES @ 784.00 | <u>784.00</u> |
| LOUISVILLE, MS. 39339 | | 2,816.00 |

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PURCHASE THE FIRE HYDRANTS AND M/J GATE VALVES FOR THE WATER DEPARTMENT FROM CENTRAL PIPE SUPPLY, INC. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE PRIVILEGE LICENSE REPORT FOR SEPTEMBER 1994.

WHEREAS, MAYOR GAY STATED THAT SINCE THE CIVIC CENTER HAS BEEN OPENED AND IN USE THERE AS SOME AREAS OF THE RULES AND REGULATIONS THAT NEED TO BE AMENDED.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO ADOPT THE FOLLOWING AMENDED RULES AND REGULATIONS. ALDERMAN CLEPPER SECONDED THE MOTION.

SEE EXHIBIT "E"

AMENDED CIVIC CENTER
RULES AND REGULATIONS

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT BLUE CROSS BLUE SHIELD OF MISSISSIPPI OFFERS A \$200 OUTPATIENT PREVENTIVE/WELLNESS SERVICES BENEFIT TO THE CITY EMPLOYEES AT AN ADDITIONAL COST OF \$3.68 PER MONTH TO THE CITY FOR EACH EMPLOYEE AND \$4.08 PER MONTH TO THE EMPLOYEES WITH FAMILY COVERAGE.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH BLUE CROSS TO PARTICIPATE IN THE PREVENTIVE/WELLNESS SERVICE BENEFIT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN TIMS MADE A MOTION TO CLEAR THE ROOM TO DETERMINE IF THERE IS A NEED FOR AN 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
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO REOPEN THE MEETING. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

THERE WAS DETERMINED THAT THERE WAS NOT A NEED FOR AN EXECUTIVE SESSION.

WHEREAS, MAYOR GAY STATED THAT THE PETAL SCHOOL DISTRICT HAS EXPRESSED AN INTEREST IN THE 1979 FORD F600 DUMP TRUCK VIN# F61CVDE0350 THAT HAS BEEN DECLARED SURPLUS PROPERTY BY THE CITY AND HAS OFFERED THE CITY \$1,750.00 FOR THE DUMP TRUCK.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ACCEPT THE OFFER OF \$1,750.00 FOR THE DUMP TRUCK. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO RECESS THIS MEETING UNTIL 6:00 P.M. ON OCTOBER 25, 1994. ALDERMAN BRANDLE SECONDED THE MOTION.

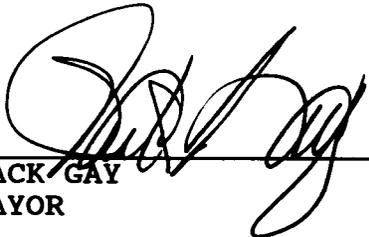
THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE
ALDERMAN W H CAMPBELL
ALDERMAN REUBEN CLEPPER
ALDERMAN LEROY SCOTT
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN WAS RECESSED ON THIS THE 18TH DAY OF OCTOBER, A.D., 1994.



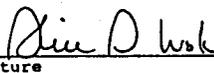
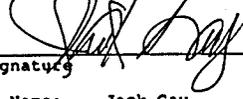
JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

| | | | |
|--|--|--|--|
| 1. Recipient's Name, Address, and Phone No. PETAL, City of Post Office Box 564 Petal, Mississippi 39475 (601) 545-1776 | | 3. Effective Date: August 8, 1994 | |
| | | 4. Recipient Number: M94-SG-28-0158 | |
| | | 5. Grant Identifier: (Funding Source & Year) HOME 1994 - Homeowner Rehabilitation | |
| | | 6. Beginning and Ending Dates: August 8, 1994 - August 8, 1996 | |
| 2. Type of Contract: <input checked="" type="checkbox"/> Homeowner Rehabilitation <input type="checkbox"/> New Construction/Substantial Rehabilitation <input type="checkbox"/> Community Housing Development Organization <input type="checkbox"/> First-Time Homebuyer Assistance <input type="checkbox"/> Tenant-Based Rental Assistance | | 7. Payment Method: <input type="checkbox"/> Cost Reimbursement <input checked="" type="checkbox"/> Current Needs <input type="checkbox"/> Fixed Unit or Performance Based | |
| 8. The following funds are obligated: Federal \$ <u>297,500</u> State \$ <u>-0-</u> Other \$ <u>35,000 29,750</u> | | | |
| 9. The recipient agrees to operate the program outlined in this contract in accordance with all provisions included herein. The following sections are attached and incorporated into this agreement: <input checked="" type="checkbox"/> General Terms and Conditions <input checked="" type="checkbox"/> Budget <input checked="" type="checkbox"/> Special Conditions | | | |
| All policies, terms, conditions, and provisions of the HOME Application, Guidelines, and Program Description, which have been provided to Recipient, are also incorporated into this agreement, and Recipient agrees to fully comply therewith. | | | |
| 10. Approved for MDECD:  Signature _____ Execution Date <u>10/10/94</u> Name: Alice A. Lusk Title: Director | | 11. Approved by Recipient:  Signature _____ Execution Date <u>10/11/94</u> Name: Jack Gay Title: Mayor | |

GENERAL TERMS AND CONDITIONS

The City of Petal, herein and hereafter referred to as the "Recipient", is awarded a HOME grant for the time period and amount shown on the Grantee Signature Sheet. The Recipient shall implement the HOME Investment Partnerships Program Grant, herein and hereafter referred to as "HOME", administered by the Mississippi Department of Economic and Community Development, Community Services Division, herein and hereafter referred to as "MDECD, CSD", in compliance with its application and attached revisions, budget, and/or Special Conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Department of Economic and Community Development's HOME Program Description, as well as the U.S. Department of Housing and Urban Development, herein and hereafter referred to as "HUD", HOME regulations, Home Investment Partnerships Program; Interim Rule (24 CFR Part 92), and each and every Federal and State statute and guideline affecting the application for the receipt and expenditure of HOME grant funds. This contract is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 101-625, as amended.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part of hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including the Certifications/Assurances and any changes, modifications, deletions, or amendments contained therein. Any unauthorized change or amendments by the Recipient to the provisions of this Contract shall be considered invalid, and MDECD reserves the right not to reimburse the Recipient for any expenses or costs associated with such an unauthorized change or amendment.

MDECD, CSD reserves the right to withhold grant funds or to terminate this contract if the Recipient fails to fulfill the terms of this contract for cause. Should the Recipient fail to fulfill in a timely and proper manner, the obligations under this contract or if the Recipient should violate any or part of the covenants, agreements, conditions, special conditions or assurances of this contract, written notice will be provided at least five (5) working days before the withholding of funds or termination of the contract.

EXHIBIT "A"

The Recipient hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and functional project upon close-out. The Recipient further agrees that in the event the cost of the project exceeds the funds awarded under this contract, such costs shall be the responsibility of the Recipient.

This grant shall become effective on the beginning date of the grant period provided that this contract shall have been fully completed, executed by the Recipient, and received in the office of MDECD. For the purpose of the start of construction, this grant's execution date is the date shown on the signature sheet.

Special Conditions

Recipient: The City of Petal

Project Number: M94-SG-28-0158

I. Special Conditions

Written approval must be received from MDECD, CSD for all sections listed in Part I of the Special Conditions before projects can be set-up in the C/MI system.

Project Set-up and rehabilitation construction shall begin within six (6) months of contract execution date or HOME project funds may be recaptured.

A. Policies, Procedures, and Guidelines

The Recipient shall submit for approval its Policies, Procedures, and Guidelines which shall include a Residential Antidisplacement and Relocation Assistance Plan if applicable and provide specific details of the plans to implement the HOME project.

B. Cash Management and Information System (C/MI)

The Recipient must complete HUD Form 1199A which designates the HOME bank account. Also, HUD LOCCS Form 27054 to authorize persons to set-up and drawdown funds from the C/MI system must be completed. Two of these persons must be employees of the Recipient.

C. Approval of Project Completion Schedule

The Recipient shall submit for approval a Project Completion Report.

II. Other Special Conditions, Written Clearance Not Required

A. Scope of Work

The scope of work for this project shall be rehabilitation of homeowner units as set forth in the Recipient's 1994 HOME application.

B. Rehabilitation Standards

The Recipient agrees to and understands that homeowner rehabilitation activities shall at a minimum comply with the applicable codes and standards approved by the Southern Building Code Congress International, Inc.,

4 of 11

PETAL HB
08/94

Model Energy Code, MDECD, or locally adopted codes whichever is more stringent.

C. Budget

The Recipient agrees to and accepts the budget forms attached to the contract. The budget forms shall constitute the true and correct budget for the HOME project and are hereby incorporated and made a part of this contract. No change shall be made without prior written approval from MDECD, CSD.

D. Third Party Contracts/Right to Audit

The Recipient shall include in all contracts with participating parties who receive grant funds provisions requiring that they:

1. keep and maintain books, records, and other documents relating directly to the receipt and disbursement of grant funds;
2. allow authorized representative from MDECD, CSD, HUD, and/or the Controller General of the United States, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of participating parties until the completion of all close-out procedures involving this grant and the final settlement and concluding of all issues arising out of this grant.

E. Flood Insurance

If applicable, the Recipient agrees to comply with the provisions of the Flood Disaster Protection Act of 1973 (42 U.S.C.4001-4128) with respect to obtaining flood insurance on any housing located in a floodplain.

F. Environmental

1. The Recipient shall:

- (a) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of

5 of 11

PETAL HB
08/94

the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

- (b) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.
2. Its chief executive officer or other officer of the Recipient:
- (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
 - (b) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

G. Records and Reports

In addition to audits, records, books, and documents the Recipient shall maintain and keep on file information regarding household characteristics of those receiving housing assistance. The Recipient shall use the Homeownership Assistance/Rental Housing Project Set-Up Report to provide this information. In addition, the Recipient must provide on this form the number of female-headed households.

Records must be retained for a period of not less than three (3) years from the final close-out date of this contract. This applies to all financial and programmatic records, supporting documents, statistical and other records of grantees or subgrantees.

H. Program Income

Program Income, as the term is used in the context of HUD regulations, is the income derived as a result of the use of the HOME Program funds provided under this contract. All Program Income, if any, shall be used to defray the expenses incurred in the implementation of this contract, before requesting disbursement of additional HOME funds.

6 of 11

PETAL.HR
08/94

I. Procurement

The Recipient shall comply with the requirements and standards of OMB Circular A-87 and the following requirements of 24 CFR Part 85: Sections 85.6, 85.12, 85.20, 85.22, 85.26, 85.35, 85.36, 85.44, 85.51, and 85.52, as well as any MDECD, CSD Policy Statements.

J. Certifications/Assurances

The Recipient shall comply with all Certifications and the Applicant/Recipient Disclosure/Update Report submitted in its application in the implementation of this contract.

K. Audits

The Recipient shall be responsible for the audits of the HOME project and any associated audit costs. Audits shall be conducted in accordance with 24 CFR Part 44 and OMB Circular A-128.

L. Fair Housing/Equal Opportunity Plan

The Recipient shall have on file a plan for promoting Fair Housing and Equal Opportunity.

AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR
PROFESSIONAL SERVICES

This is an Agreement made as of 10/18, 1994, between the City of Petal, Post Office Box 564, Petal, Mississippi 39465 (OWNER) and Neel-Schaffer, Inc., Post Office Box 982, Hattiesburg, Mississippi 39403 (CONSULTANT). The OWNER intends to engage the CONSULTANT to perform all necessary services to properly manage, administer, complete and close out the 1994 Community Development Block Grant Project (hereinafter called the Project).

OWNER and CONSULTANT, in consideration of their mutual covenants, herein agree in respect of the performance of professional services by the CONSULTANT and the payment for these services by OWNER as set forth below.

CONSULTANT shall provide professional services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional representative for the Project as set forth below and shall give professional consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 CONSULTANT shall perform professional services for the Project as hereinafter stated which include management and administrative services incidental thereto.

1.2 After written authorization to proceed, CONSULTANT shall provide the services described in Exhibit A "Scope of Services" within the Period of Service defined in Section 4. Basic Services shall be paid for by OWNER as indicated in Section 5.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 If authorized in writing by OWNER, CONSULTANT shall furnish or obtain from others Additional Services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement. Additional Services shall be paid for by OWNER as indicated in Section 5.

SECTION 3 - OWNER'S RESPONSIBILITIES

The OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project and assist CONSULTANT by placing at his disposal all available information pertinent to the Project including previous reports.

City of Petal 1994 CDBG
Page 1 of 12

3.2 Furnish to the CONSULTANT, as required for performance of CONSULTANT's Basic Services, data prepared by or services of others, including environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations pertinent to the Project; all of which CONSULTANT may rely upon in performing his services.

3.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.

3.4 Review all studies, reports, sketches, and other documents presented by the CONSULTANT and furnish decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

3.5 Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to CONSULTANT's services.

3.6 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the compensation for the CONSULTANT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through its completion.

4.2 The Basic Services stipulated in Section 1 will be completed within twelve months from the effective date of this Agreement.

4.3 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance or CONSULTANT's services and his compensation shall be adjusted appropriately.

SECTION 5 - PAYMENT TO THE CONSULTANT

5.1 Methods of Payment for Services and Expenses of CONSULTANT.

5.1.1 OWNER shall pay CONSULTANT for Basic Services rendered under Section 1 a lump sum of \$23,000. Basic Services are as follows:

| | |
|-------------------------|--------|
| Program Administration | 18,000 |
| Application Preparation | 5,000 |

5.1.2 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. ~~EXHIBIT~~ These Additional professional services shall be as both parties may subsequently agree.

5.1.3 In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay CONSULTANT the actual costs of all Reimbursable Expenses incurred in connection with Additional Services.

5.1.4 Reimbursable Expenses shall mean the actual expense of transportation and subsistence of principals and employees when traveling in connection with the Project, toll telephone calls and telegrams, reproduction of reports and special equipment directly relative to the Project.

5.2 Time of Payments.

5.2.1 CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon CONSULTANT's estimate of the proportion of total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to CONSULTANT's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make payment to CONSULTANT for services and expense within 60 days after receipt of CONSULTANT's bill therefor, the amounts due CONSULTANT shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 The amount of any excise, VAT or gross receipts tax that may be imposed shall be added to the payment.

5.3.3 If the performance of all or any part of the CONSULTANT's work is suspended, delayed or interrupted by the OWNER or any governmental agency for a period of six months or longer, an adjustment shall be made by the OWNER for any increase in the cost of and time of performance of this Agreement caused by the suspension, delay or interruption, and this Agreement shall be modified in writing accordingly.

5.3.4 In the event of termination by OWNER under Paragraph 6.1 during performance of any phase of Basic Services, CONSULTANT will be paid for services rendered on the basis of the hourly rates specified in Section 5.1.2 for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, CONSULTANT will be paid for all unpaid Additional Services and Reimbursable Expenses. Upon termination, the CONSULTANT shall deliver to the OWNER all documents representing work completed to the date of termination.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven 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.

6.2 Termination of Contract for Cause.

If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the OWNER shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven days before the effective date of such termination. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the OWNER for damages sustained by the City by virtue of any breach of the Contract by the CONSULTANT, and the OWNER may withhold any payments to the CONSULTANT for the purpose of setoff until such time as the exact amount of damages due the OWNER from the CONSULTANT is determined.

6.3 Ownership of Documents.

All records, including notes, plans and designed, sketches, charts, maps, worksheets and other data shall be delivered to and become the property of the OWNER, except that the CONSULTANT may retain a copy of all data for their records. The OWNER shall in no way be limited in the subsequent use of the developed material or ideas resulting in or from the development of the Project.

6.4 Access to and Retention of Records.

6.4.1 The CONSULTANT shall allow authorized representatives of the OWNER and appropriate and concerned agencies of the state and federal government access to any records of the CONSULTANT which are directly pertinent to the Project which is the subject of this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

6.4.2 All records pertinent to the Project shall be retained by the CONSULTANT for a period of three years from the date of completion of services provided under this Agreement.

6.5 Special Consultants

If authorized in writing by the OWNER, the CONSULTANT may retain special consultants to provide supplemental specialized services which by established and accepted trade practices are normally provided in producing the work specified herein either as Basic or Additional Services.

6.6 Standard HUD Contractual Clauses.

The standard contractual clauses required by the United States Department of Housing and Urban Development are contained in Exhibit B "Standard HUD Contractual Requirements" which is to be identified, attached to and made a part of this Agreement.

EXHIBIT "B"

SECTION 7 - EXHIBITS

7.1 The following exhibits are attached to and made a part of this Agreement:

7.1.1 Exhibit A "Scope of Services" consisting of five pages.

7.1.2 Exhibit B "Standard HUD Contractual Clauses" consisting of two pages.

7.2 This Agreement (consisting of Pages 1 to 12, inclusive), together with the exhibits identified above, constitute the entire Agreement between OWNER and CONSULTANT and supersede all prior written and oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified or cancelled by a duly 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

BY: 
Jack Gay
Mayor


ATTEST

CONSULTANT: NEEL-SCHAFFER, INC.

BY: 
Randall L. Meador
Vice President


Kara W. Drane
WITNESS

EXHIBIT A

SCOPE OF SERVICES

ADMINISTRATION

GENERAL

Neel-Schaffer, Inc. will provide professional services required for administration and management of the Community Development Block Grant Program. The administration and implementation services to be performed shall be for the items listed below:

I. ADMINISTRATION AND MANAGEMENT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

A. Environmental Review

1. Prepare environmental assessment of the project.
2. Prepare and submit cultural resource assessment and correspondence to the Mississippi Department of Archives and History.
3. Prepare and publish all applicable notices.
4. Disseminate finding of no significant impact (FONSI) to appropriate agencies and interested parties.
5. Establish and maintain the Environmental Review Record (file).

B. Financial Management

1. Coordinate with City and State enactment of the Designation of Depository for Direct Deposits of CDBG funds.
2. Prepare for the City the necessary financial management certifications and transmit to the State.
3. Prepare and coordinate with the State all budget modifications of the project throughout project duration.
4. Advise and assist City in proper documentation of "other" sources of funds used in the project.

5. Submit to the State copies of audit reports.
 6. Perform all bookkeeping functions for the Community Development Program of the City (maintenance of all financial records).
- C. Overall Program Management
1. Conduct overall supervision of program activities.
 2. Coordinate Community Development Program activities with the City's activities (coordination of approval of payment to contractors).
 3. Work with federal, state and local officials to satisfy any special conditions to the grant agreement.
 4. Assure compliance with new program requirements and developments.
 5. Coordinate with other federal programs necessary to achieve project goals.
 6. Assist in all State Community Development monitoring visits.
 7. Attend all applicable workshops and conferences in the State on the Small Cities Community Development Block Grant Program.
 8. Establish program activity timetables and coordinate overall project implementation with engineers, federal agencies and State and City government officials to ensure timely completion of the program.
 9. Establish and maintain a system of filing in conformance with the Model File System of the State Community Development Block Grant Program.
 10. Prepare and submit to the State the Program Performance Report and close-out package in conformance with State requirements.
 11. Prepare all project general correspondence to include clearing and responding to State monitoring findings.
 12. Address any audit findings of the project to affect their clearance.
- D. Equal Employment Opportunities and Fair Housing Compliance (FHEO)
1. Promote compliance with Section 3 provisions of the Housing and Urban Development Act of the 1968 and Executive Orders, as applicable.
 2. Include Section 3 materials in all bid documents.

City of Petal 1994 CDBG
Page 7 of 12

3. Ensure that FHEO posters are displayed at office and job site.
 4. Maintain FHEO project files to include percent of minorities and women benefiting from the project activities.
- E. Labor Standards Compliance
1. Establish and maintain labor standards enforcement file for each construction project. This will include the management of all correspondence to the State to include the following:
 - a. Request for wage rate determinations including modifications and additions.
 - b. Preconstruction conference report (minutes of all preconstruction conferences added to files).
 - c. Notification to State of start of construction and preconstruction conference for any covered project.
 - d. Notification to State of contract award date.
 2. Maintain responsibility throughout project as the Labor Standards Compliance Officer as required by the state. This responsibility involves ensuring compliance with all applicable labor standards requirements as specified in HUD Handbook 6500.3 - Labor Standards Administration and Enforcement, as amended.
 3. Maintain responsibility for posters and wage rate determinations to be posted at construction sites.
 4. Maintain responsibility in verification with the State on contractor eligibility.
 5. Coordinate with project engineer at the preconstruction conference to provide contractors with orientation to labor standards requirements, certification forms, preconstruction conference checklist and preconstruction conference report.
 6. Conduct payroll review on a weekly basis throughout the project duration (in conformance to labor standards requirements and State guidelines).
 7. Conduct on a regular basis employee interviews as specified in labor standards regulations. If discrepancies exist between payrolls and interviews, the project administration will be responsible for resolving this

City of Petal 1994 CDBG
Page 8 of 12

**CITY OF PETAL
MINUTE BOOK 14**

with the contractor. If violation occurs by contractors, the administration will be responsible for coordinating actions to ensure restitution and reporting to the State, as required, if violation is serious.

EXHIBIT "B"

8. Maintain overall project coordination to provide timely completion.
9. Coordinate the acquisition of real property in conformance with CDBG program requirements of the "Uniform Act", 24 CFR 42, with the Project Engineer.
10. Coordinate review of bid packages and contract documents with the project attorney.
11. Attend all monitoring visits on labor standards compliance from the State Community Development Department.
12. Prepare and submit any final reports (Final Wage Compliance Report) to the State Labor Standards Compliance Officer.
13. Coordinate with project engineer results of bids received as it applies to the overall project implementation and budget constraints.
14. Ensure compliance with new labor standards compliance regulations in recent transmittal HUD Handbook 1344.1 as directed by the State Department of Community Development.

The remaining areas of program administration will depend on the nature and extent of the project. Cost for these services will be in addition to the above once the program activities have been clearly defined.

A. Real Property Acquisition

If the project contains the acquisition of real property, the project manager will be responsible for ensuring compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 ("Uniform Act") and implementing Regulations 24 CFR 42 as contained in HUD Handbook 1376.1 and adopted by the State. This includes the issuance of all applicable notices to property owners, determining properties to be acquired and coordinating with legal council. This includes maintaining project file in conformance to State guidelines and attending all monitoring visits from the State to answer questions and provide information on real property acquisition.

B. Relocation Assistance to Displaced Households

If the project contains relocation activities, the project manager will be responsible for ensuring compliance with the requirements of the "Uniform Act"

City of Petal 1994 CDBG
Page 9 of 12

and implementing Regulations 24 CFR 42, as contained in HUD Handbook 1376.1 and adopted by the State Department of Community Development. This will include the issuance of all applicable notices, maintenance of project files and participation in all monitoring by the State.

C. Housing Rehabilitation

1. If the project contains housing rehabilitation activities, the project manager will be responsible for:
 - a. Establishment of Housing Rehabilitation Guidelines and Procedures.
 - b. Assignment of staff responsibilities and coordination of payments to contractors with overall financial management of the project.
 - c. Establishment of maintenance of housing rehabilitation files in conformance to State guidelines and coordination with local bank(s) for needed escrow account.
 - d. Solicitation of housing rehabilitation recipients from the project area - financial eligibility assessments.
 - e. Prepare preliminary work write-ups and cost estimates.
 - f. Conduct selection of recipients.
 - g. Prepare bid specifications and package - review with homeowners.
 - h. Advertise and solicit for contractors.
 - i. Inspect property being rehabilitated.
 - j. Attend all bid openings.
 - k. Coordinate City/owner final inspection and acceptance.
 - l. Complete project files.
 - m. Coordinate release of liens and final payment to contractor(s).
 - n. Conduct all needed follow-up visits with property owners to clear up any problems.

STANDARD HUD CONTRACTUAL REQUIREMENTS
EXHIBIT B

1. Audit and Inspection of Records - The CONSULTANT shall permit the authorized representatives of the OWNER, the U.S. Department of Housing and Urban Development and the Comptroller General of the United States to inspect and audit all data and records of the CONSULTANT relating to his performance under the contract.
 2. Interest of Members of or Delegates to Congress - No member of or delegate to the Congress of the United States shall be admitted to any share of part of this contract or to any benefit arising therefrom.
 3. Prohibited Interest - No member, officer, or employee of the Public Body or of a local public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
 4. Equal Employment Opportunity - In connection with the execution of this contract, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.
 5. Minority Business Enterprise - In connection with the performance of this contract, the CONSULTANT will cooperate with the project sponsor in meeting his commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to ensure that minority business enterprises shall have maximum practicable opportunity to compete for subcontract work under this contract.
 6. Nothing in this contract shall be construed as obligating the CONSULTANT to appear in litigation or prepare for such in behalf of the OWNER except in consideration of additional compensation.
- City of Petal 1994 CDBG
Page 11 of 12
7. This contract may be amended or terminated by written agreement of both parties. No oral representations by employees of the CONSULTANT shall affect or modify any of the terms or obligations contained in this contract and none of the provisions of this agreement shall be held to be waived or modified by reason of any act whatsoever except as mutually agreed in writing.
 8. To the greatest extent feasible, the CONSULTANT shall provide opportunities for training and employment to low income residents of the project area; and shall award contracts for work in connection with the project to eligible business concerns in, or owned in substantial part by, persons residing in the area of the project.

EXHIBIT "C"

ORDINANCE 1988 (73-E)

AN ORDINANCE AMENDING ORDINANCE 1988 (73-D),
TO PROVIDE FOR ADDITIONAL COMPENSATION FOR THE
MAYOR OF THE CITY OF PETAL, MISSISSIPPI

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

SECTION 1: Section 2 of Ordinance 1988 (73-D) as
passed and adopted on the 7th day of September, 1993, be
and the same is hereby amended to read as follows:

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 \$33,000.00 annually, as authorized
by the budget submitted and adopted by the Board of
Aldermen on September 13, 1994.

SECTION 3: All ordinances in conflict herewith,
be, and the same are hereby repealed.

SECTION 4: Ordinance 1988 (73) and 1988 (73-D),
except as amended herein, be and the same is hereby still
in full force and effect.

The above and foregoing Ordinance amending
Ordinance 1988 (73-D) 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
the foregoing Ordinance:

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

EXHIBIT "C"

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 Shelby L. Tims
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 18th day of October, A. D., 1994.



Jack Gay
Mayor

(SEAL)

Attest:



Priscilla C. Daniel
City Clerk

Publish (1) time: October 24th, 1994

101 WARE RD. PEARL, MS 39208
P.O. BOX 8946
JACKSON, MS. 39284-8946
(601) 839-3222
WATS 1-800-844-7700
FAX (601) 932-8944

3328 RUNWAY ROAD
MEMPHIS, TENNESSEE 38181-0940
(901) 365-1260
WATS 1-800-888-7448
FAX (901) 363 5571

To City of Petal Your No. 10-17-94
Water Dept Project Bed
Petal, MS Date Required 545-6685

| ITEM NO | QUAN | DESCRIPTION | UNIT PRICE | UNIT | TOTAL |
|---------|------|-------------------------------|------------|------|-----------|
| | | ATT: Ralph | | | |
| | 4 | 4 1/2" V.O 2 Way Face Hydrant | 446.25 | | 1785.00 |
| | 4 | 3' Bury 6" M.T. Sluice | 190.00 | | 760.00 |
| | | | | | \$2745.00 |

Shipping date _____
The above prices are F.O.B. Petal, MS
Terms: net 10 days

We thank you for the opportunity of serving you and trust we may have the pleasure again.

CENTRAL PIPE SUPPLY
By [Signature]

DIXIE WHOLESALE WATERWORKS CO., INC.

Telephone 773-8888 - P.O. Box 48
Louisville, Mississippi 39339

City of Petal
ATTN: Ralph

Please refer to our
Quote No. Oct 18 1994

We are pleased to quote you as follows: FAX # 545-6685

| ITEM | QUAN. | DESCRIPTION | UNIT PRICE | UNIT | TOTAL |
|------|-------|--|------------|------|-----------|
| | 4 | 2 Way M.T. Face Hydrants | 508.00 | | 2032.00 |
| | | 4 1/2" V.O 3' Bury 6" M.T. Sluice w/acc. | | | |
| | 4 | 6" M.T. Gate Valves w/acc. | 196.00 | | 784.00 |
| | | | | | \$2816.00 |

Shipping Date _____
The above prices are F. O. B. Petal

Thank you for the opportunity of quoting and will appreciate the opportunity to serve you.

DIXIE WHOLESALE WATERWORKS CO., INC.
By [Signature]

EXHIBIT "E"

PETAL COMMUNITY CENTER
712 SOUTH MAIN STREET
PETAL, MISSISSIPPI 39465

The Petal Community Center rooms are available for use by citizens and non-profit groups of the community.

1. Information regarding use of the Community Center is available from the Director of the Center.
2. Applications for use of the facilities must be made by an authorized representative of the group or individual and must be at least 21 years of age. The applicant will be responsible to see that all rules are followed.
3. Under NO CIRCUMSTANCES, is cooking allowed in building other than on stove or deep fryer provided in kitchen facility.
4. Parking is restricted to designated parking areas. Driveways must be kept clear of parked vehicles at all times.
5. If an emergency situation requires closing of the Community Center facilities, every effort will be made to notify the authorized representative of the group or individual.
6. Upon payment of the user fee, reservations will be granted. All reservations will be granted in the order in which they are received. Confirmation of reservations may be made at the time of request.
7. The Community Center facilities are available for use between the hours of 8:00 A.M. and 1:00 A.M. Other times must have prior approval.
8. User fees are required before the requested date can be reserved/confirmed.
9. All cancellations must be made two (2) weeks prior to the reserved date; if not, user fees will be retained.
10. The director retains the right to require "Police" security when it is felt necessary for the protection of people and/or premises. The cost of this added security is the responsibility of the user.
11. Open flames and flammable, combustible, or hazardous materials are not permitted.

EXHIBIT "E"

12. Illegal GAMBLING in any form is prohibited. The possession and/or use of CONTROLLED SUBSTANCES in or on Community Center property is prohibited. This building will be designated as "TOBACCO FREE".
13. The applicant will be held responsible for the discipline and reasonable care of the Center, kitchen, equipment, and furnishings, and will be financially liable for any and all damages to facilities, equipment, or contents or theft of equipment and furnishings. Damage or destruction to the Center or contents will not be tolerated and will serve as grounds for forfeiture of deposits and denial of future use.
14. No staples, nails, tacks or tape shall be put in or on the floors, walls, or ceilings. NO DECORATIONS ALLOWED ON WALLS OR CEILINGS.
15. The Community Center will not be responsible for equipment, supplies or other items owned by a group or individual that are left in the Center or kitchen.
16. If used, the kitchen must be thoroughly cleaned by the group before departing. All food, supplies, etc. must be removed. Food and supplies must not be left in refrigerator or freezer. Items that are left by the group will be discarded.
17. Furnishings for the Center include 30 tables and 372 chairs.
18. The Community Center does not provide tableware, table cloths, paper towels etc. Glasses, dishes cup/saucers, forks/knives and spoons, etc., are available for rental upon request.
19. All trash and garbage must be removed from the building and disposed of in tied plastic bags and placed in the area designated as "Garbage/Trash pick-up." Failure to do so will result in forfeiture of cleaning deposit. It is the user's responsibility to know where the designated area is located.
20. The Community Center does not loan furniture and equipment to groups or individuals for off-premise use.
21. In accordance with the Petal Fire Department the auditorium capacity (with chairs only) is 500 people. The auditorium capacity (tables for eating) is 300 people. The Magnolia Room capacity is 75 people.
22. Functions where alcoholic beverages are served, must have prior approval. (RESCINDED SEPTEMBER 6, 1994)
23. Deposits will be refunded within five working days after the event.

EXHIBIT "E"

USER FEES/DEPOSITS

AUDITORIUM

| | |
|--------------------------------------|------------------------|
| RENTAL (4 HR. MAXIMUM) | \$100.00 |
| SECURITY DEPOSIT | 50.00 |
| BEFORE 5:00 P.M. | 25.00 PER HOUR |
| AFTER 5:00 P.M. | 30.00 PER HOUR |
| CHARITY | \$10.00/15.00 PER HOUR |
| REHEARSAL/PRACTICE | \$10.00 PER HOUR |
| DANCES | |
| RENTAL (4 HR. MAXIMUM) | \$150.00 |
| DANCES FOR PROFIT (4 HOUR MAXIMUM) | \$250.00 |
| SECURITY DEPOSIT | \$100.00 |
| AFTER 4 HOURS | \$40.00 PER HOUR |

MAGNOLIA ROOM

| | |
|----------------------------|------------------|
| RENTAL (4 HOUR MAXIMUM) | \$50.00 |
| SECURITY DEPOSIT | \$50.00 |
| MON-FRI (BEFORE 5:00) | \$15.00 PER HOUR |
| WEEKENDS AND/OR AFTER 5:00 | 25.00 PER HOUR |

KITCHEN \$25.00

COMMON ROOM BY LIBRARY \$35.00

CLUBS
PER MEETING \$10.00

SET-UPS \$25.00

DINER WARE RENTAL (PER PLACE SETTING) \$1.00

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