

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON MARCH 7, 1995 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT

MAYOR JACK GAY

CITY ATTORNEY

THOMAS W. TYNER

ALDERMEN

RAYMOND C. BRANDLE  
REUBEN CLEPPER  
LEROY SCOTT  
SHELBY TIMS

OTHERS PRESENT

AUBRA EVANS  
WAYNE MURPHY  
DAN TOLBERT  
DONALD ROWELL  
AND OTHERS

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

THE INVOCATION WAS OFFERED BY RAYMOND C. BRANDLE.

WHEREAS, MAYOR GAY STATED THAT ADDITIONAL ITEMS SHOULD BE ADDED TO THE AGENDA UNDER XII. ORDERS AND ORDINANCES AND ALDERMAN SCOTT REQUESTED THAT CONSIDERATION OF THE GIRLS SOFTBALL ASSOCIATION BE ADDED AS NUMBER 10 TO THE GENERAL BUSINESS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, ALDERMAN BRANDLE MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF FEBRUARY 21, 1995 BE ACCEPTED AS WRITTEN. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, DONALD ROWELL INVITED THAT MAYOR AND BOARD OF ALDERMEN TO THE 1ST ANNUAL LIONS CLUB PUBLIC INFORMATION FORUM TO BE HELD ON MARCH 19, 1995 FROM 2:00 P.M. TO 4:30 P.M. AT THE PETAL CIVIC CENTER.



WHEREAS, MAYOR GAY REQUESTED THE WISHES OF THE BOARD CONCERNING THE AMENDMENTS TO THE SUBDIVISION REGULATIONS.

THEREUPON, ALDERMAN TIMS MADE A MOTION TO SET A PUBLIC HEARING ON APRIL 6, 1995 AT 7:00 P.M. IN THE BOARD ROOM OF CITY HALL. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM "DREAM" FOR THE CITY TO PURCHASE AD IN THE HATTIESBURG AMERICAN AT A COST OF \$10.00 IN SUPPORT OF THE DRUG FREE SCHOOLS AND COMMUNITIES ACT (DFS).

THEREUPON, ALDERMAN TIMS MADE A MOTION TO AUTHORIZE THE PURCHASE OF THE \$10.00 AD. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM THE EMERGENCY MANAGEMENT DISTRICT FOR THE CITY TO APPROPRIATE \$1,500.00 TOWARDS THE REPAIRS AND UPDATE OF THE FLOOD WARNING SYSTEM.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO APPROPRIATE \$1,500.00 FOR THE REPAIRS AND UPDATE OF THE CURRENT FLOOD WARNING SYSTEM. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FINAL STATE REVOLVING FUND LOAN AGREEMENT AND REPAYMENT AGREEMENT ON LOAN # SRF-C280770-01-2.

SEE EXHIBIT "B"

THEREUPON, ALDERMAN CLEPPER MADE A MOTION FOR THE MAYOR TO EXECUTE THE FINAL DOCUMENTS FOR THE SRF LOAN. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
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 TO THE BOARD.

- A) CORRECTED NOTICE TO BIDDERS - W 1ST AVE.
- B) NOTICE TO BIDDERS - W 1ST AVE.
- C) NOTICE TO PUBLIC - AUDIT REPORT FOR F/Y 93-94
- D) NOTICE TO PUBLIC - VARIANCE - GRAHAM

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED INVOICE # 501586 FROM NEEL-SCHAFFER, INC. IN THE AMOUNT OF \$1,440.00 WHICH REPRESENTS 18% COMPLETION OF THE 1994 CDBG GENERAL ADMINISTRATION.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY \$1,440.00 TO NEEL-SCHAFFER, INC. FOR THE GENERAL ADMINISTRATION. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED INVOICE # 501580 FROM NEEL-SCHAFFER, INC. IN THE AMOUNT OF \$1,417.50 WHICH REPRESENTS 5% COMPLETION OF THE 1994 HOME PROGRAM FOR HOUSING INSPECTION.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY NEEL-SCHAFFER, INC. FOR THE HOUSING INSPECTION. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED INVOICE # 501579 FROM NEEL-SCHAFFER, INC. IN THE AMOUNT OF \$500.00 FOR THE 1994 HOME PROGRAM GENERAL ADMINISTRATION.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY NEEL-SCHAFFER, INC. \$500.00 FOR GENERAL ADMINISTRATION OF THE 1994 HOME PROGRAM. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED AN INVOICE FROM SHOWS, DEARMAN & WAITS, INC. FOR ENGINEERING SERVICES FOR THE SANITARY SEWER REHABILITATION PLANS & SPECIFICATIONS (CDBG PROJECT 4-112-PF-01) IN THE AMOUNT OF \$10,000.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO PAY SHOWS, DEARMAN & WAITS, INC. \$10,000.00 FOR THE PLANS & SPECIFICATIONS ON THE 1994 CDBG PROJECT. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED CLAIMS # 32555- 32861 OF THE CITY OF PETAL GENERAL FUNDS AND THE CITY OF PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO PAY CLAIMS # 32555-32861 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY REQUESTED ALDERMAN SCOTT'S WISHES FOR THE AGENDA ITEM HE HAD PLACED ON THE AGENDA CONCERNING THE GIRL'S SOFTBALL ASSOCIATION.

THEREUPON, ALDERMAN SCOTT STATED THAT HE WOULD LIKE FOR THE BOARD MEMBERS TO CONSIDER, UNTIL THE NEXT MEETING, TO GIVING MONEY TO THE GIRL'S SOFTBALL ASSOCIATION.

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM CITY CLERK PRISCILLA DANIEL TO ATTEND THE INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS ASSOCIATION MEETING IN LOUISVILLE, KY., MAY 20-25, 1995.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ATTEND THE IIMC MEETING.

THE MOTION DIED WITHOUT A SECOND.

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR GEORGE DAHMER AND BUD WARRICK TO ATTEND A ONE DAY SEMINAR ON SUCCESSFUL SUPERVISION FOR LOCAL ROAD SUPERVISORS IN JACKSON, MS. ON MARCH 23, 1995.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE GEORGE DAHMER AND BUD WARRICK TO ATTEND THE SEMINAR. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR FIRE CHIEF EVANS AND CAPTAIN CHRIS HORNICK TO ATTEND THE MISSISSIPPI FIRE CHIEFS AND FIREFIGHTERS ASSOCIATION MEETING IN TUPELO, MS. ON JUNE 14-18, 1995.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE CHIEF EVANS AND CAPTAIN HORNICK TO ATTEND THE MS FIRE CHIEFS AND FIREFIGHTERS ASSOCIATION MEETING. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR WESLEY HUGHES TO ATTEND THE MISSISSIPPI FIRE INVESTIGATORS ASSOCIATION MEETING IN OXFORD, MS. APRIL 11-14, 1995.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE WESLEY HUGHES TO ATTEND THE MS. FIRE INVESTIGATORS ASSOCIATION MEETING. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE MISSISSIPPI MUNICIPAL ASSOCIATION MEETING WILL BE HELD JUNE 26 - JUNE 29, 1995 IN BILOXI, MS.

THEREUPON, ALDERMAN TIMS MADE A MOTION TO AUTHORIZE THE CITY CLERK TO MAKE THE RESERVATIONS AND TO REGISTER THE CITY OFFICIALS FOR THIS MEETING. ALDERMAN CLEPPER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING DAVID TANNER AS A MAINTENANCE/LABORER IN THE WATER DEPARTMENT, PENDING SUCCESSFUL OUTCOME OF HIS PHYSICAL, EFFECTIVE 3/13/95 AT A RATE OF \$5.50 PER HOUR.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A MAINTENANCE/LABOR PERSON IN THE WATER DEPARTMENT.

IT IS HEREBY ORDERED THAT DAVID TANNER BE HIRED FOR THE MAINTENANCE/LABOR POSITION EFFECTIVE 3/13/95 AT A RATE OF \$5.50 PER HOUR.

SO ORDERED ON THIS THE 7TH DAY OF MARCH, A.D., 1995.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING VONDIS GANN IN THE STREET DEPARTMENT.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A LABORER IN THE STREET DEPARTMENT.

IT IS HEREBY ORDERED THAT VONDIS GANN BE HIRED EFFECTIVE 3/13/95 AT A RATE OF \$5.50 PER HOUR.

SO ORDERED ON THIS THE 7TH DAY OF MARCH A.D., 1995.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDER HIRING VONDIS GANN. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING FREEMAN WINDHAM AS A PART-TIME SEASONAL WORKER IN THE RECREATION DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME SEASONAL WORKER IN THE RECREATION DEPARTMENT.

IT IS HEREBY ORDERED THAT FREEMAN WINDHAM BE HIRED IN THE RECREATION DEPARTMENT AT A RATE OF \$4.25 PER HOUR EFFECTIVE IMMEDIATELY.

SO ORDERED ON THIS THE 7TH DAY OF MARCH, A.D., 1995.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM THE HERITAGE CLUB OF PETAL, MS. FOR A CONTRIBUTION FOR THE SUPPORT OF THE MISSOULA CHILDREN'S THEATRE'S PRODUCTION OF THE "WIZARD OF OZ" IN PETAL.

THEREUPON, CITY ATTORNEY THOMAS TYNER STATED THAT THE CITY COULD NOT MAKE A DONATION, BUT IF THE PRODUCTION HAS A PRINTED PROGRAM FOR WHICH ADS ARE SOLD, IT WOULD BE PERMISSIBLE FOR THE CITY TO PURCHASE AN AD.

THERE WAS NO ACTION TAKEN ON THE FOREGOING REQUEST.

WHEREAS, CITY ATTORNEY THOMAS W. TYNER STATED THAT HE NEEDED TO DISCUSS A MATTER CONCERNING THE LITIGATION BETWEEN THE CITY AND RALPH BYRD.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO CLEAR THE ROOM TO DETERMINE IF A REASON EXIST TO REQUIRE AND EXECUTIVE SESSION. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO REOPEN THE MEETING. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS THE LITIGATION BETWEEN THE CITY OF PETAL AND RALPH BYRD. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN REUBEN CLEPPER  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

THERE WAS NO OFFICIAL ACTION TAKEN IN EXECUTIVE SESSION.

THEREUPON, ALDERMAN CLEPPER MADE A MOTION TO RECESS THE MEETING UNTIL 7:00 P.M. MARCH 14, 1995. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
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 OF THE CITY OF PETAL, MISSISSIPPI WAS RECESSED UNTIL 7:00 P.M. ON MARCH 14, 1995.

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

(SEAL)

ATTEST:

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

EXHIBIT "A"

BID DATE: 07 MAR 95 - 7:00 P.M.  
CITY CLERK'S OFFICE IN CITY HALL PETAL, MS  
\$100.00/SET  
non - refundable

RECONSTRUCTION OF WEST FIRST AVENUE  
BETWEEN HIGHWAY 11 AND NORTH MAIN STREET  
PETAL, MISSISSIPPI

BIDDER	BID PRICE
WARREN PAVING P. O. BOX 572 HATTIESBURG, MS 39401	477,771 <sup>46</sup> <sub>—</sub>
BUSH CONSTRUCTION P. O. BOX 8327 LAUREL, MS 39440	<del>465,683 <sup>28</sup></del>
W. A. WARREN CONSTRUCTION 127 REDUS STREET HATTIESBURG, MS 39401	

EXHIBIT "B"

LOAN NUMBER: SRF-C280770-01-2

FINAL  
STATE REVOLVING FUND LOAN AGREEMENT  
AND REPAYMENT AGREEMENT

THIS AGREEMENT is executed by the STATE OF MISSISSIPPI COMMISSION ON ENVIRONMENTAL QUALITY (Commission) acting through the DEPARTMENT OF ENVIRONMENTAL QUALITY (Department) and the City of Petal  
\_\_\_\_\_, existing as a local government or agency (Loan Recipient) under the laws of the State of Mississippi.

WITNESSETH:

WHEREAS, pursuant to Sections 49-17-81, et seq. Mississippi Code Annotated (1972), the Department is authorized to make loans to certain local government agencies to finance the construction of eligible pollution control projects, the planning and design of which have been reviewed by the Department; and

WHEREAS, the City of Petal  
\_\_\_\_\_, has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan;

NOW, THEREFORE, in consideration of the Department loaning money to the Loan Recipient, in the principal amount and the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS. Words and terms used herein shall have the meanings set forth in the SRF Regulations and as set forth below:

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- (1) "Agreement" or "Loan Agreement" shall mean this Agreement.
- (2) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement.
- (3) "Loan Repayment" shall mean the monthly payment due from the Loan Recipient to the Department, comprised of principal and interest.
- (4) "Project" shall mean facilities funded under this Agreement as described in Attachment A to this Agreement.
- (5) "Revenues" shall mean all income or earnings received by the Loan Recipient from the ownership or operation of its facilities, including investment income, all as calculated in accordance with generally accepted accounting principles as prescribed by the State Auditor. Revenues shall not include proceeds from the sale or other disposition of any part of the facilities, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the facilities.
- (6) "SRF Regulations" shall mean the State Revolving Fund Loan Program Regulations effective October 1, 1990, as amended.

1.02. CORRELATIVE WORDS. Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. The Loan Recipient warrants, represents and covenants that:

(1) The Loan Recipient has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Loan Recipient is not subject to bankruptcy, insolvency, or reorganization and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would restrain or enjoin it from entering into, or complying with, this Agreement.

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(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body pending which seeks to restrain or enjoin the Loan Recipient from entering into or complying with this Agreement.

(4) All permits, real property interests (unless loan eligible), and approvals required as of the date of this Agreement have been obtained for construction, operation and maintenance of the Project. The Loan Recipient knows of no reason why any future required permits or approvals cannot be obtained.

(5) The Loan Recipient shall undertake the Project on its own responsibility, to the extent permitted by law, and shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the planning, design, construction, operation, maintenance, replacement, performance, or fiscal integrity of the Project. The Loan Recipient is responsible for the proper planning, design, construction, operation, maintenance, replacement, performance, and fiscal integrity of the project. The Department's approval of any document does not relieve the Loan Recipient or any others of any liabilities or responsibilities. Department approval of any document is for administrative purposes only, and does not establish or convey any such liability or responsibility.

(6) The Loan Recipient has, or will have prior to advertisement of the project for bids, a procurement protest procedure in accordance with Appendix L of the SRF Regulations for dealing with third parties and shall independently resolve any bid protest or other dispute between the Loan Recipient and a third party.

(7) The financial information delivered by the Loan Recipient to the Department is current and correct. The Loan Recipient shall provide the Department with additional financial information via the audits required by Section 49-17-87 of the Mississippi Code and other notification of changing conditions relating to the Loan Recipient's ability to repay this Loan.

(8) The Loan Recipient agrees to construct the Project in accordance with the Project schedule, delays incident to strikes, riots or acts of God beyond the reasonable control of the Loan Recipient excepted.

(9) The Loan Recipient covenants that this Agreement is entered into for the purpose of borrowing moneys to construct, and place in operation, the Project which will in all events serve a public purpose. The Loan Recipient covenants that it will, under all conditions, complete and place the Project in operation to the end that the public need will be met.

(10) The Loan Recipient must accept flows from any community or area designated in the approved facilities plan to be served by the system funded by the SRF

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loan, generally without regard to any condition other than user charges developed on an equitable cost basis and the terms of the interlocal agreements required by the SRF Regulations.

2.02. COMPLIANCE WITH STATE AND FEDERAL STATUTES AND REGULATIONS. The Loan Recipient agrees to comply with all applicable state and federal statutes and regulations including, but not limited to, the SRF Regulations. The SRF Regulations are attached hereto and made a part hereof for all purposes.

2.03. PROHIBITION AGAINST ENCUMBRANCES. The Loan Recipient is prohibited from selling, leasing or disposing of any part of the Project which would materially reduce its operational integrity unless the written consent of the Department is first secured. The Loan Recipient is also prohibited from selling, leasing or transferring ownership of all or a substantial portion of the Project to another entity unless the written consent of the Department is first secured.

2.04. LOCAL FUNDS. In addition to the proceeds of this Loan, the Loan Recipient covenants that it has obtained, or will obtain within 90 days after loan award, sufficient moneys from other sources to complete and place the Project in operation on, or prior to, the completion date specified in this Agreement. Failure of the Department to award additional loan funds shall not constitute a waiver of the Loan Recipient's covenants to complete and place the Project in operation.

ARTICLE III - OPERATION AND FISCAL INTEGRITY OF THE SYSTEM

3.01. OPERATION AND MAINTENANCE OF THE PROJECT. The Loan Recipient shall operate and maintain the Project in a proper, sound and economical manner and shall make all necessary repairs and replacements. The Loan Recipient shall comply and require compliance with the approved Sewer Use Ordinance during the life of the Project.

3.02. ADDITIONS AND MODIFICATIONS. The Loan Recipient may make any additions, modifications or improvements to the Project which it deems desirable and which do not materially reduce the operational integrity of any part of the Project. All such additions, modifications, or improvements shall be approved by the Department and shall become part of the Project.

3.03. COLLECTION OF REVENUES. The Loan Recipient shall use its best efforts to collect all rates, fees and other charges due to it. The Loan Recipient shall establish liens on premises served by the Project for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Loan Recipient shall, to the full extent permitted by law, cause to discontinue the services of the Project and use its best efforts to

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shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Project rates, fees and other charges. The Loan Recipient shall comply and require compliance with its approved User Charge System during the life of the Project.

3.04. **LOAN RECIPIENT ACCOUNTING AND AUDITING PROCEDURES.** The Loan Recipient shall maintain project accounts in accordance with generally accepted accounting principles as prescribed by the State Auditor.

**ARTICLE IV - DEFAULTS AND REMEDIES**

4.01. **EVENTS OF DEFAULT.** Each of the following events is hereby declared an event of default:

(1) Failure of the Loan Recipient to make any loan repayment when it is due and such failure shall continue for a period of thirty (30) days.

(2) Failure to comply with the provisions of this Agreement or in the performance or observance of any of the covenants or actions required by this Agreement.

(3) Any warranty, representation or other statement by, or on behalf of, the Loan Recipient contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading in any material respect.

(4) An order or decree entered, with the acquiescence of the Loan Recipient, appointing a receiver of any part of the Project or Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Loan Recipient, shall not be vacated or discharged or stayed on appeal within sixty (60) days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Loan Recipient, for the purpose of effecting a compromise between the Loan Recipient and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Revenues of the Project.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Loan Recipient under federal or state bankruptcy or insolvency laws now

or hereafter in effect and, if instituted against the Loan Recipient, is not dismissed within sixty (60) days after filing.

(7) Failure to give timely notice of default as required below when such failure shall continue for a period of thirty (30) days.

4.02. **NOTICE OF DEFAULT.** The Loan Recipient shall give the Department immediate written notice of an event of default.

4.03. **REMEDIES.** Upon any event of default and subject to the rights of bondholders with prior liens, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish and collect fees and charges for use of the Project and to require the Loan Recipient to fulfill this Agreement.

(2) By action or suit in equity, require the Loan Recipient to account for all moneys received from the Department or from the ownership of the Project and to account for the receipt, use, application or disposition of the Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Project, establish and collect fees and charges, and apply the Revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Tax Commissioner delinquency on loan repayments, the Department may intercept the delinquent amount, plus ten (10) percent annual penalty interest on the amount due to the Department, from any unobligated funds due to the Loan Recipient under any revenue or tax sharing fund established by the State. Penalty interest shall accrue on any amount due and payable beginning on the thirtieth (30) day following the date upon which payment is due. The penalty interest shall be compounded monthly.

(6) By notifying financial market credit rating agencies.

(7) By administratively charging or suing for payment of amounts due, or becoming due, plus ten (10) percent annual penalty interest which shall accrue on any amount due and payable beginning on the thirtieth (30) day after such notification by the Department, together with all costs of collection, including attorneys' fees. The penalty interest shall be compounded monthly.

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(8) By accelerating the repayment schedule or increasing the interest rate in accordance with the SRF Regulations.

(9) By withholding payments to the Loan Recipient.

(10) By terminating the Loan Agreement, after providing thirty (30) days written notice of such intent to terminate the Loan Agreement. Such termination will not affect the duty of the Loan Recipient to repay loan funds paid thus far.

4.04. DELAY AND WAIVER. No delay or omission to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE V - GENERAL PROVISIONS

5.01. DISCHARGE OF OBLIGATIONS. All loan repayments required to be made under this Agreement shall be cumulative. Any deficiencies in any month shall be added to the repayment due in the succeeding month and all months thereafter until fully repaid. Repayments shall continue to be secured by this Agreement until all of the repayments required shall be fully repaid to the State Water Pollution Control Revolving Fund. If, at any time, the Loan Recipient shall have repaid the Loan and interest required, the pledge of, and lien on, the Revenues to the State Water Pollution Control Revolving Fund shall be no longer in effect.

5.02. PROJECT RECORD AND STATEMENT. Books, records, reports, design documents, contract documents, and papers related to the Project shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency for inspection at any reasonable time after the Loan Recipient has received a loan offer and before one year has elapsed after the Loan Recipient repays the loan in full. If litigation, a claim, an appeal, or an audit is begun during the one year period, all records must be kept for one year after the litigation, appeal, claim, or audit is complete or resolved.

5.03. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. The Department may assign any part of its rights under this Agreement without the consent of the Loan Recipient. The Loan Recipient shall not assign rights created by this Agreement without the consent of the Department.

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5.04. SEVERABILITY CLAUSE. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

5.05. CONFLICTS CLAUSE. In the event that any provision of this Agreement conflicts with the SRF Regulations, the Regulations will govern unless the Agreement specifically provides otherwise.

5.06. EXECUTION OF AGREEMENT. The Agreement becomes effective upon execution by the Department and the Loan Recipient. This Agreement may not be altered by the Loan Recipient after execution by the Department.

5.07. INSURANCE REQUIRED. The Loan Recipient shall require contractors to provide performance and payment bonds for the full amount of the contracts. Insurance against all risks during the period of construction shall be provided. Builder's risk or similar types of insurance in the amount of the full replacement cost of the Project shall be provided to the extent that such insurance is obtainable from time to time against any one or more of such risks.

The Loan Recipient shall cause insurance to be obtained and maintained against such risks as is customary during construction. Insurance requirements include workers' compensation, comprehensive general liability, contractors' indemnification obligations, vehicle liability, flood and property insurance. The Department reserves the right to require business interruption insurance when the Project includes revenue producing facilities and when such revenue produced therefrom is to be used for repayment of the loan. Any such requirement shall be included in the Project Specific Loan Conditions. The proceeds of insurance policies received as a result of damage to, or destruction of, facilities or structures shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Loan Recipient shall provide such restoration or replacement of the damaged portions of the facilities. Such restoration or replacement shall be promptly completed.

The Loan Recipient shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, to be insured by an insurance company or companies licensed to do business in the State of Mississippi against such risks as are customary in connection with the operation of facilities of like size, type and location in customary amounts to the extent such insurance is obtainable from time to time against any one or more of such risks. Such insurance shall be maintained at least until such time as the loan amount has been completely repaid.

EXHIBIT "B"

ARTICLE VI - CLEAN WATER ACT AND OTHER FEDERAL REQUIREMENTS

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- 6.01. TITLE VI PROVISIONS. The Loan Recipient shall comply with all provisions of Title VI of the Clean Water Act and regulations thereunder.
- 6.02. CROSS-CUTTING FEDERAL LAWS AND AUTHORITIES. The Loan Recipient shall comply with the crosscutting Federal Laws and Authorities as required by the SRF Regulations, Appendix H.
- 6.03. SINGLE AUDIT ACT. The Loan Recipient shall comply with all provisions of the Single Audit Act of 1984, as amended, and regulations thereunder. When required by the Act, the Loan Recipient must submit the required copies of its Single Audit to the Office of State Auditor, within the timeframes allowed in the Act, for each year in which SRF Loan funds are received.

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ARTICLE VII - DETAILS OF FINANCING

7.01. AMOUNT OF LOAN. The amount of the Loan authorized is \$807,757.

7.02. PROJECT BUDGET. The Loan Recipient agrees to the following Project Budget. Loan payments to the Loan Recipient for construction, equipment and supplies, and testing may not exceed the project budget line items for each, plus construction contingency. Loan payments for land, the facilities planning and design allowance, and for the construction phase services allowance may not exceed the project budget line items for each. Amendments to the project budget must be requested by the Loan Recipient and approved by the Department, and must be in accordance with the SRF Regulations.

	Loan Amount
(1) Construction	\$605,867
(2) Equipment and Supplies	\$ -0-
(3) Testing	\$ -0-
(4) Construction Contingency	\$ -0-
(5) Land	\$ -0-
(6) Allowance for Facilities Planning and Design	\$ 75,707
(7) Allowance for Construction Phase Services	\$ 71,031
(8) SRF Administrative Fee	\$ 41,315
(9) Subtotal	\$793,920
(10) Overpayment Interest Penalty Accrual	\$ -0-
(11) Interest Accrual from Original Construction Contract Completion to Initiation of Repayment Process	\$ 13,837
(12) Principal Amount to be Repaid	\$807,757

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7.03. INTEREST RATE. The rate of interest on the unpaid principal of the Loan is 4.5 percent per annum, to be compounded monthly.

7.04. FINAL REPAYMENT SCHEDULE. The Loan Recipient hereby authorizes the State Tax Commission to withhold \$5,177.47 monthly from the amount of sales tax reimbursement it is to remit to said Loan Recipient under Section 27-65-75, Mississippi Code of 1972 as amended, for repayment of the loan amount as specified in Article 7.01. of this Agreement to the State Water Pollution Control Revolving Fund for a period of 235 months, to begin April, 1995. The monthly repayments to be made by the State Tax Commission to the State Water Pollution Control Revolving Fund from the Loan Recipient for the repayment of the loan amount as specified in Article 7.01. of this Agreement made to said Loan Recipient are hereby determined to be \$5,177.47 for a period of 235 months, to begin May, 1995.

ARTICLE VIII - PROJECT BUDGET PERIOD

8.01. PROJECT BUDGET PERIOD. Unless amended, the budget period for this project begins on August 2, 1993 and expires on December 1, 1994. No costs that are incurred or requested after the expiration date will be eligible. The expiration date is 30 days after the final construction inspection.

ARTICLE IX - PROJECT SPECIFIC LOAN CONDITIONS

9.01. PROJECT SPECIFIC LOAN CONDITIONS. The Loan Recipient shall comply with Attachment B: Project Specific Loan Conditions and any amendments made thereto pursuant to the provisions of the SRF Regulations.

ARTICLE X - PROJECT PERFORMANCE CERTIFICATION

10.01. PROJECT PERFORMANCE CERTIFICATION. On November 1, 1995, one year after initiation of operation, the Loan Recipient will certify whether the Project meets performance standards in accordance with Section III.F.(8) of the SRF Regulations.

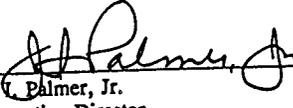
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IN WITNESS WHEREOF, the Commission has caused this Agreement to be executed on its behalf by the Executive Director of the Department and the Loan Recipient has caused this Agreement to be executed on its behalf by its Authorized Representative. It is agreed that this Agreement No. SRF-C280770-01-2 supersedes and replaces the previous Agreement No. SRF-C280770-01-1.

CITY OF PETAL

STATE OF MISSISSIPPI  
DEPARTMENT OF ENVIRONMENTAL  
QUALITY

By:   
Jack Gay  
Mayor

By:   
J. C. Palmer, Jr.  
Executive Director

3/8/95  
(Date)

February 17, 1995  
(Date)

MISSISSIPPI STATE TAX COMMISSION

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Associate Commissioner

\_\_\_\_\_  
Associate Commissioner

\_\_\_\_\_  
(Date)

EXHIBIT "B"

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ATTACHMENT A: PROJECT DESCRIPTION  
SRF-C280770-01-2

The Project shall mean facilities funded under this Loan Agreement described as follows:

- i) Approximately 14,382 L.F. of 8" gravity sewer lines
- ii) Approximately 3,109 L.F. of 4" force mains
- iii) Approximately 2,041 L.F. of 6" service lines
- iv) Three pump stations (each 80 gpm capacity)
- v) Other related appurtenances including manholes and eligible road repairs.

The loan eligible scope is specifically limited to that identified as eligible in the approved plans, specifications and contract documents, and as subsequently modified by contract change orders approved as eligible by the Department. The plans, specifications and contract documents were approved by the Department on April 16, 1993.

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ATTACHMENT B: PROJECT SPECIFIC LOAN CONDITIONS  
SRF-C280770-01-2

1. The Project Performance Standards for this project are:

- a. The Project performs in the manner it was planned and designed to perform, as described in the approved facilities plan, plans, specifications and contract documents.

There is no evidence of wear, corrosion, loss of efficiency or other problems which indicate that the actual useable life of any portion of the Project will be significantly shorter than the design life.

- b. During a design return storm (a 5 year, 24 hour storm of 6.25 inches of rain), there are:
  - 1) no bypasses or overflows of wastewater in any portion of the Project nor in any portion of the treatment works upstream of the Project.
  - 2) no acute or chronic operational problems which are related to infiltration/inflow in any portion of the Project nor in any portion of the treatment works upstream of the Project.
- c. The pump performance at all pump stations shall meet the following discharge and head requirements as given in the approved plans, specifications and contract documents and shall not be below the manufacturer's rating curve:

P/S No.	No. of Pumps	GPM	TDH.ft	HP
2	2	80	84	15
3	2	80	21	3
4	2	80	27	3

2. The Loan Recipient shall comply with the schedule contained in SRF Regulation III.E.(7), as well as the following schedule.

- a. By April 19, 1994, submit a completed operation and maintenance manual (submitted May 6, 1994);
- b. By August 5, 1994, enact the approved user charge system and sewer use ordinance and submit proof of such enactment (enacted July 5, 1994; proof submitted July 12, 1994);

- c. By August 5, 1994, secure approval of the operation and maintenance manual (approved May 10, 1994);
- d. By March 31, 1995, at least seventy five percent (75%) of the total new service connections proposed for the Project shall be made. This date represents a 60-day extension beyond the normal timeframe. No further extensions will be granted.
3. The Loan Recipient hereby agrees that no additional facilities will be added to the Project Description specified in Attachment A.
4. If any ineligible construction, equipment, supplies, or testing are added to this Project, the final payment for the allowance for construction phase services shall be reduced to reflect eligible costs using one of the following methods.
- a. The Loan Recipient shall submit separate invoices for eligible and ineligible work. All contracts for construction phase services shall have separate compensation clauses and cost ceilings for eligible and ineligible work.
- b. The allowance payment shall be prorated by the eligibility ratio shown below. The final ratio shall be based on actual, final costs for construction, equipment and supplies, and testing; an interim ratio may be used as needed.

$$\text{Eligibility Ratio} = \frac{\text{Eligible Construction/Equipment/Supplies/Testing Cost}}{\text{Total Construction/Equipment/Supplies/Testing Cost}}$$

If it becomes apparent that the allowance payments will exceed the eligible amount, the Department may limit payments prior to the final payment.

5. The Loan Recipient hereby agrees that all costs requested for reimbursement from the State Revolving Fund have not been and will not be also requested or received from other State or Federal agency funding sources.
6. Should the bids for construction, equipment and supplies, and testing for this project exceed the amounts for these items plus construction contingency, as established in the Project Budget, Article VII of this Loan Agreement, the Department may terminate this loan agreement in accordance with Article IV.
7. The Loan Recipient shall undertake the six affirmative steps as stated in Section IV, Appendix E, of the SRF Regulations and as further described in the Department's MBE/WBE Utilization Guidance to assure minority and women's business enterprises have the maximum feasible opportunity to participate in a fair share of the

- subagreements awarded under this Project. The fair share objectives negotiated for this Project are 8 % minority and 2.5 % women's business enterprises.
8. Should the Loan Recipient be subject to any administrative order, court order, or other enforcement action presently or in the future, the Loan Recipient shall comply with such enforcement action regardless of any schedules, document submittals or approvals, or any other requirements under this Loan Agreement. Any such schedules, document submittals or approvals, or any other requirements under this Loan Agreement which vary from the enforcement action requirements shall in no way relieve the Loan Recipient from compliance with such enforcement action, nor shall such enforcement action relieve the Loan Recipient from compliance with any Loan Agreement requirement.

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