

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 APRIL 15, 1997 IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY
CITY ATTORNEY	VIC DUBOSE IN THE ABSENCE OF MR. TYNER
ALDERMEN	RAYMOND C. BRANDLE ARRIVED LATE WILLIAM H. CAMPBELL JOE C. MCMURRY, SR. LEROY SCOTT SHELBY TIMS
OTHERS PRESENT	JERRY CROWE MIKE SMITH CHIEF WAYNE MURPHY FIRE CHIEF AUBRA EVANS

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

THE INVOCATION WAS OFFERED BY SHELBY TIMS.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING AMENDMENTS TO THE AGENDA:

ADD:

X. GENERAL BUSINESS

6. CONTRACT WITH JERRI SIMMONS - ELECTION COUNT

THEREUPON, ALDERMAN TIMS MADE A MOTION THAT THE AGENDA BE APPROVED WITH THE FOREGOING AMENDMENTS. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN W H CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

MR. BRANDLE ARRIVED.

WHEREAS, ALDERMAN BRANDLE MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF APRIL 1, 1997 AND THE PUBLIC HEARING OF APRIL 1, 1997 BE ACCEPTED AS WRITTEN. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, JERRY CROWE REQUESTED THAT THE CITY OF PETAL AND

THE CITY OF HATTIESBURG FORM A JOINT COMMITTEE TO ADDRESS THE CLEAN-UP OF THE ENTRANCES TO THE CITIES.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING LIST OF SURPLUS PROPERTY TO THE BOARD.

SEE EXHIBIT "A"  
SURPLUS PROPERTY LIST

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO DECLARE THE FOREGOING AS SURPLUS PROPERTY TO BE AUCTIONED ON MAY 27, 1997 AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH DURHAM AUCTIONEERS TO HOLD THE AUCTION. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING TENANT ASSISTANCE POLICY.

SEE EXHIBIT "B"

TENANT ASSISTANCE POLICY

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE FOREGOING TENANT ASSISTANCE POLICY. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION ESTABLISHING LOCAL GOALS FOR MBE/WBE PARTICIPATION.

SEE EXHIBIT "C"

RESOLUTION ESTABLISHING LOCAL GOALS  
FOR MBE/WBE PARTICIPATION

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION AUTHORIZING THE FILING OF THE APPLICATION FOR THE ACQUISITION/RELOCATION COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

SEE EXHIBIT "D"

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE STATE OF MISSISSIPPI DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR ACQUISITION/RELOCATION COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE CONTRACT BETWEEN THE CITY OF PETAL AND NEEL-SCHAFFER, INC. FOR THE APPLICATION PREPARATION FOR THE ACQUISITION AND RELOCATION GRANT.

SEE EXHIBIT "E"

CONTRACT FOR APPLICATION PREPARATION

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING CONTRACT. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM FIRE CHIEF AUBRA EVANS FOR THE BOARD TO AUTHORIZE THE ADVERTISING FOR A NEW CLASS "A" PUMPER TRUCK.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS FOR A NEW CLASS "A" PUMPER TRUCK. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
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) PUBLIC NOTICE - AMEND ZONING ORDINANCE MOBILE HOMES
- B) PUBLIC NOTICE - ZONING HEARING - FLETCHER VOWELL

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
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 MARCH.

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C BRANDLE  
ALDERMAN W H CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING AGREEMENT BETWEEN SIMMONS CONSULTING ENGINEERS, P.A., AND THE CITY OF PETAL FOR CERTAIN PROFESSIONAL SERVICES DURING THE 1997 MUNICIPAL ELECTIONS.

SEE EXHIBIT "F"

AGREEMENT

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT BETWEEN THE CITY OF PETAL AND SIMMONS CONSULTING ENGINEERS, P.A. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE  
ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING RAYMOND BRYANT AS GROUNDS KEEPER DUE TO THE DEATH OF MR. CLARENCE SANFORD.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A GROUNDS KEEPER TO FILL THE VACANCY CREATED BY THE DEATH OF MR. CLARENCE SANFORD.

IT IS HEREBY ORDERED THAT RAYMOND BRYANT BE HIRED AS GROUNDSKEEPER AT A RATE OF \$6.50 EFFECTIVE APRIL 21, 1997.

SO ORDERED ON THIS THE 15TH DAY OF APRIL, A.D., 1997.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN CAMPBELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE  
ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ORDER HIRING CLARA JANE PAGE AS BUS DRIVER FOR THE BUS FOR THE ELDERLY AND HANDICAPPED TRANSPORTATION PROGRAM.

**ORDER**

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A BUS DRIVER FOR THE ELDERLY AND HANDICAPPED TRANSPORTATION PROGRAM.

IT IS HEREBY ORDERED THAT CLARA JANE PAGE BE HIRED AS A BUS DRIVER AT A RATE OF \$6.00 PER HOUR EFFECTIVE APRIL 21, 1997.

SO ORDERED ON THIS THE 15TH DAY OF APRIL, A.D., 1997.

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE  
ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT THE SEWER DEPARTMENT HAS DETERMINED THAT BEFORE JIMMY WREN PURCHASED HIS HOME, A PREVIOUS OWNER HAD RUN A DRAIN OUT ONTO ANOTHER LOT FOR THE WASHING MACHINE AND SINK. PRIOR TO THE DISCOVERY OF THE DRAIN, MR. WREN HAS ADDED A POOL AND A DEN IN THE AREA OF THE DRAIN MAKING IT IMPOSSIBLE TO TIE INTO THE EXISTING SEWER. MAYOR GAY STATED THAT MR. WREN IS WILLING TO CORRECT THE SITUATION, BUT HE WILL HAVE TO HAVE AN ADDITIONAL TAP. THEREFORE, MAYOR GAY SUGGESTED THAT THE CITY WAVE THE TAP FEE AND ONLY CHARGE MR. WREN THE INSPECTION FEE PLUS MATERIALS.

THEREUPON, ALDERMAN BRANDLE MADE A MOTION TO WAIVE THE TAP FEE FOR MR. WREN AND TO ONLY CHARGE HIM THE \$35.00 INSPECTION FEE PLUS MATERIALS USED. ALDERMAN TIMS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE  
ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN LEROY SCOTT  
ALDERMAN SHELBY L TIMS

THOSE PRESENT AND VOTING "NAY":

NONE

THOSE PRESENT AND ABSTAINING:

ALDERMAN JOE C. MCMURRY, SR.

WHEREAS, MAYOR GAY PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MARCH.

THEREUPON, ALDERMAN CAMPBELL MADE A MOTION TO ADJOURN. ALDERMAN BRANDLE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN RAYMOND C. BRANDLE  
ALDERMAN WILLIAM H. CAMPBELL  
ALDERMAN JOE C. MCMURRY, SR.  
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 ADJOURNED ON THIS THE 15TH DAY OF APRIL, A.D., 1997.

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

(SEAL)

ATTEST:

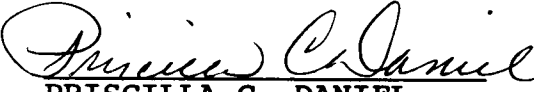
  
\_\_\_\_\_  
PRISCILLA C. DANIEL  
CITY CLERK

EXHIBIT "A"

1997 SURPLUS PROPERTY LIST

RECREATION DEPARTMENT:

STAR POPCORN POPPER  
SERIAL # 4919352  
CITY #01612

FIRE DEPARTMENT:

TECHNICOM INT. PHONE SYSTEM WITH 4 HAND SETS  
SERIAL # 007846 AND EK416KSU  
CITY # N/A

MIDLAND WALKIE TALKE AND CHARGER  
SERIAL # 60804144  
CITY # N/A

MOTOROLA PHONE LINE REMOTE RADIO  
IAL # TU39IV  
Y #01301

ELKHEART 1 1/2' FOAM INDUCTOR  
SERIAL # 60GPM  
CITY # 01529

STREET DEPARTMENT:

1986 GMC 2 1/2 TON SANITATION TRUCK  
MODEL # TC7D042  
SERIAL #1GDK7D1B7GV532205

1979 CHEVROLET PICKUP TRUCK  
MODEL C-10  
SERIAL #CCL449A174093

INSPECTION DEPARTMENT:

1986 WHITE FORD LTD CROWN VICTORIA  
MODEL #6C202  
SERIAL #2FABP43GIGX163357  
CITY # 00829

WATER DEPARTMENT:

1986 FORD RANGER  
IAL #1FDCR12T36UC45521  
Y #136/317 (utility body)

EXHIBIT "B"

TENANT ASSISTANCE POLICY  
FOR THE  
CITY OF PETAL  
CDBG HOUSING PROGRAM

1. OBJECTIVE

To avoid or minimize displacement where possible and mitigate the adverse affects on any low- and moderate-income tenants displaced under the City of Petal CDBG Housing Program.

2. POLICY STATEMENT ON DISPLACEMENT

The City of Petal will avoid wherever possible undertaking rehabilitation activities which will result in the involuntary, permanent displacement of a tenant from a dwelling unit because of its rehabilitation. Displacement results if a low income family is forced to move permanently from a dwelling unit as a direct result of a rehabilitation activity under the CDBG Housing Rehabilitation Program. A tenant will not be considered permanently displaced if he/she is offered a decent, safe and sanitary dwelling unit in the project at a rate which is affordable to the tenant.

3. RESIDENTIAL TENANTS OFFERED RIGHT TO CONTINUE IN OCCUPANCY

- (a) Section 8 Assistance - Any residential tenant-occupant who is not required to move permanently in order to carry out the program shall be entitled to lease and occupy a suitable dwelling unit in the project after the rehabilitation is completed. The Mississippi Regional Housing Authority No. VIII will issued Section 8 Certificates or vouchers to existing tenants provided the tenants are eligible for assistance under the Section 8 Program.
- (b) Advisory Service - The Mississippi Regional Housing Authority No. VIII will provide information and counseling services to familiarize tenants in units to be rehabilitated with opportunities to select other housing units within the entire jurisdiction of the Regional Housing Authority, their rights under the Federal Fair Housing Laws and how to search for suitable replacement housing.
- (c) Temporary Relocation Housing - If temporary relocation is required in order to carry out the rehabilitation, the tenant will be reimbursed for any increase in rent and utility costs in the temporary unit (the utility cost increase may be estimated), incurred in connection with the move. The housing offered for the temporary period shall be decent, safe, and sanitary. If the temporary period will exceed one year, the tenant may ask the City to provide permanent relocation assistance and the City will consider such a request. If a decent, safe, and sanitary dwelling unit is available in the rehabilitation project, the tenant is required to move to that unit while the rehabilitation work is being carried out. The tenant will only be compensated for reasonable out-of-pocket moving expenses not to exceed \$300. All costs for temporary relocation assistance as a result of the Rehabilitation Program will be reimbursed to the City by the owner of the project.



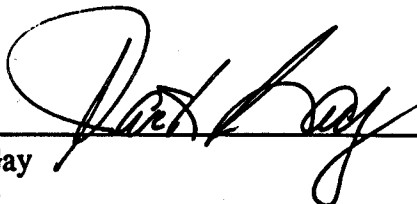
EXHIBIT "B"

4. RESIDENTIAL TENANTS PERMANENTLY DISPLACED

In the event a tenant is permanently displaced under the Program, then the relocation assistance for tenants will be provided in accordance with applicable requirements of the U.S. Department of Housing and Urban Development and the State's Department of Community Development, and will be done on consultation with these agencies. All costs for permanent relocation assistance as a result of the Rehabilitation Program will be reimbursed to the City by the owner of the project.

Approved this, the 16<sup>th</sup> day of April, 1997

APPROVED:

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

ATTEST:

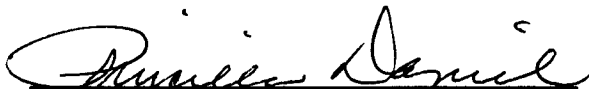
  
\_\_\_\_\_  
Priscilla Daniel  
City Clerk

EXHIBIT "C"

RESOLUTION

RESOLUTION ESTABLISHING LOCAL GOALS  
FOR MBE/WBE PARTICIPATION

WHEREAS, the Mississippi Department of Economic and Community Development has recommended counties and municipalities throughout Mississippi to solicit local Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) when applying for or using federal or State grant monies; and

WHEREAS, receipt by the City of such financial assistance requires the promotion of MBE and WBE as set forth in Public Law 95-507, Executive Order 12138, and Executive Order 12432; and the Mississippi Minority Business Enterprise Act of 1988.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Petal, Mississippi,

1. That the City establish local goals for MBE/WBE promotion.
2. That a goal of 20% MBE/WBE participation is hereby established by the City, thereby surpassing the goal set by the State of 15% MBE/WBE participation.
3. That the City will conduct two (2) publicized meetings for MBE/WBE businesses. These will be informative type meetings held one time during implementation and prior to letting any bids and one time during the progress of the project.

This the 16<sup>th</sup> day of April, A.D., 1997.

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

ATTEST:

  
\_\_\_\_\_  
Priscilla Daniel  
City Clerk

RESOLUTION

EXHIBIT "D"  
RESOLUTION AUTHORIZING THE FILING OF AN  
APPLICATION WITH THE STATE OF MISSISSIPPI,  
DEPARTMENT OF ECONOMIC AND COMMUNITY  
DEVELOPMENT FOR ACQUISITION/RELOCATION  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
UNDER THE HOUSING AND COMMUNITY  
DEVELOPMENT ACT OF 1974, AS AMENDED.

WHEREAS, the State of Mississippi is authorized to make grants for Community Development projects by authority of the Housing and Community Development Act of 1974, as amended, and

WHEREAS, the Act requires the preparation of a Community Development Needs Assessment and the adoption of such Assessment by the governing body of the applicant; and

WHEREAS, receipt by the applicant of such federal assistance will require the certification of certain assurances to the Act;

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

1. That Mayor Jack Gay, being the chief executive officer of the City of Petal, is authorized to execute and file an application for Community Development Block Grant Funds on behalf of the City of Petal, Mississippi, with the State of Mississippi, Department of Economic and Community Development to aid in the financing of community development improvements.
2. That the Community Development Needs Assessment with Assurances will be on file in the office of the City Clerk upon submission to the State and is hereby adopted as the official Community Development Needs Assessment for the City of Petal.
3. That Jack Gay, Mayor of the City of Petal, Mississippi, is authorized to furnish on behalf of the City, such additional information as the State of Mississippi, Department of Economic and Community Development may require in connection with the grant application or the project.
4. That Mayor Jack Gay, being the chief executive officer of the City of Petal, is authorized to execute those documents and agreements that may be required to accept and implement this grant, if awarded.

This is the 10<sup>th</sup> day of April, A.D., 1997.

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

ATTEST:

  
\_\_\_\_\_  
Priscilla Daniel  
City Clerk

EXHIBIT "E"

**AGREEMENT BETWEEN OWNER AND CONSULTANT  
FOR PROFESSIONAL SERVICES**

This Agreement made on April 15, 1997, between the **CITY OF PETAL**, Post Office Box 564, Petal, Mississippi, 39465, (**OWNER**) and Neel-Schaffer, Inc., Post Office Box 982, Hattiesburg, Mississippi, (**CONSULTANT**).

**OWNER and CONSULTANT agree:**

**A. SCOPE OF SERVICES**

**CONSULTANT** shall perform professional services as stated in Exhibit A which is attached to and made part of this Agreement. These services are in connection with the 1997 Community Development Block Grant - Acquisition/Relocation Program..

**B. COMPENSATION**

**OWNER** shall compensate **CONSULTANT** a lump sum of \$3,500.00 when services are completed.

**C. PERIOD OF SERVICES**

The service to be provided shall be completed by said application submitted to the Department of Economic and Community Development no later than April 21, 1997.

**D. OTHER PROVISIONS**

1. This Agreement is subject the following special provisions, which are attached to and made a part of this Agreement.

Exhibit A, Scope of Services  
Exhibit B, Standard HUD Contractual Clauses  
Exhibit C, General Terms and Conditions

2. This Agreement, consisting of Pages One (1) to Nine (9), inclusive, together with the Exhibits identified above, constitute the entire Agreement between the **OWNER** and **CONSULTANT** and supersede all prior written and oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by duly executed written instrument.

EXHIBIT "E"

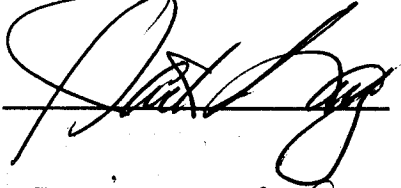
IN WITNESS WHEREOF, the parties below have executed this Agreement as of the day and year first written above.

OWNER:


CONSULTANT:

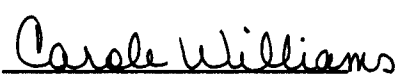
CITY OF PETAL

NEEL-SCHAFFER, INC.

BY: 

BY: 

ATTEST: 

ATTEST: 

**EXHIBIT "E"**

**EXHIBIT A**

**SCOPE OF SERVICES  
APPLICATION PREPARATION**

**GENERAL**

Neel-Schaffer, Inc. will provide the professional services required for application preparation of the City of Petal's 1997 CDBG Acquisition/Relocation Program Grant project. The services are as follows:

1. Attend CDBG application preparation workshop conducted by State.
2. Attend two (2) public hearings, explain the State program final statement on CDBG Acquisition/Relocation Program activities, design and funding levels.
3. Prepare all necessary public notices.
4. Meet with City Officials, discuss public input and proposed projects.
5. Prepare necessary resolutions, correspondence, public notices and certifications.
6. Coordinate the development of goals and method of procedures for involving Minority Business Enterprises and Women Business Enterprises.
7. Coordinate with federal, state and local agencies to document sources of leveraging funds and documented deficiencies.
8. Conduct research of local government files on comprehensive plan, general taxing efforts, City operating costs, estimates of City's fiscal year per capita tax burden, local government financial commitment to the project and current status on any ongoing project the City must assist in providing base data.
9. Preparation of required maps of the proposed CDBG program and project area(s).
10. Prepare all narrative required in the application.
11. Coordinate door-to-door surveys and obtain necessary documentation and information to pre-qualify the CDBG owners which will participate in the CDBG Acquisition/Relocation Program.
12. Combine all collected data in final form, type, copy and bind a minimum of four (4) complete sets of the completed final application.
13. Ensure on time delivery of application to the appropriate State agency.

**EXHIBIT "E"**

14. Accompany State representatives on any project site visits.
15. Accompany State representatives on any project site visits.
16. If application is approved, assist the City in negotiations with the designated State agency.

EXHIBIT "E"

EXHIBIT B

STANDARD HUD CONTRACTUAL CLAUSES

1. **Audit and Inspection of Records** - The PLANNER 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 PLANNER 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 or 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 PLANNER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The PLANNER shall take affirmative action to ensure that the 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 PLANNER 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 PLANNER to appear in litigation or prepare for such in behalf of the OWNER except in consideration of additional compensation.**
7. **This contract may be amended or terminated by written agreement of both parties. No oral representations by employees of the PLANNER 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 PLANNER 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 "E"**

**9. Access to and Retention of Records -**

- 9.1 The **PLANNER** shall allow authorized representatives of the **OWNER** and appropriate and concerned agencies of the state and federal government access to any records of the **PLANNER** which are directly pertinent to the Project which is the subject of this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
- 9.2 All records pertinent to the Project shall be retained by the **PLANNER** for a period of three years from the date of completion of services provided under this Agreement.

EXHIBIT "E"

EXHIBIT C  
NEEL-SCHAFFER, INC.

GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.

2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons

designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Client. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

7. **Opinions of Cost.** Since the Engineer has no control over cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work and Engineer will not be obligated to provide the same person employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 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. This Agreement may be terminated by Client, under the same terms, whenever Client

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shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) on property damage arising out of the sole negligent act, error or omission of Client.

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

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

**Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with

maximum limits of \$500,000/ \$1,000,000; automotive liability with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials.

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Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgements or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

EXHIBIT "E"

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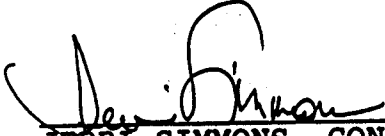


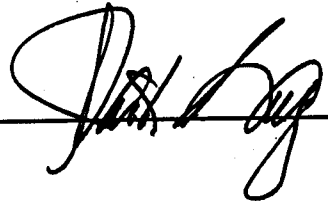
II.

EXHIBIT "F"

Consultant agrees to comply with all Federal, State and municipal laws, rules and regulations in the operation of said 1997 City Election.

WITNESS OUR SIGNATURES, on duplicate originals, on this the 10th day April, A.D., 1997.

BY:   
JERRI SIMMONS, CONSULTANT  
SIMMONS CONSULTING ENGINEERS, P.A.

BY: 

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