

BE IT REMEMBERED THAT THERE IS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON DECEMBER 15, 1998 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT

MAYOR JACK GAY

CITY ATTORNEY

THOMAS W. TYNER

ALDERMEN

WILLIE W. HINTON
CHARLES E. HOLBROOK
ROBERT F. LANGFORD
DONALD H. ROWELL
LEROY SCOTT

OTHERS PRESENT

CHIEF RODNEY JARRELL
CHIEF AUBRA EVANS
JUANITA COLVIN
AND OTHERS

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

THE INVOCATION WAS OFFERED BY THOMAS W. TYNER.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

ADD: X. GENERAL

10. LETTER FROM PETAL GAS STORAGE COMPANY
11. RESIGNATION FROM MARK BULLOCK
12. OFFER OF SETTLEMENT FROM MDOT FOR FENCE AND BACKSTOPS AT THE FAIRCHILD PRACTICE FIELD

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN LANGFORD SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE MINUTES OF THE REGULAR MEETING ON DECEMBER 1, 1998 OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT THE MINUTES AS WRITTEN. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, JUANITA COLVIN ADDRESSED THE BOARD CONCERNING THE CONDITION OF THE PROPERTY AT 312 BENNETT STREET. MRS. COLVIN STATED THAT THE CONDITION IS SO DEPLORABLE THAT IT IS MAKING IT VERY DIFFICULT FOR THEM TO SELL THEIR HOME.

THEREUPON, MAYOR GAY STATED THAT THE BUILDING INSPECTOR WILL ADDRESS THIS SITUATION.

WHEREAS, THE HOUR OF 7:00 P.M. HAVING ARRIVED, THE MAYOR AND BOARD OF ALDERMEN PROCEEDED TO PUBLICLY OPEN AND READ THE SEALED BIDS FOR THE ASPHALT/OVERLAY SIX (6) MONTH TERM CONTRACT. THE BIDS READ AS FOLLOWS TO WIT:

SEE EXHIBIT "A"

	FOB PLANT	IN-PLACE
DUNN ROADBUILDERS P O BOX 6560 LAUREL, MS. 39441	\$24.50 PER TON	\$36.50 PER TON
WARREN PAVING P O BOX 572 HATTIESBURG, MS. 39403	\$24.65 PER TON	\$35.50 PER TON
EAGLE PAVING 101 ALBERT STREET PETAL, MS. 39465	NO BID	\$34.00 PER TON

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ACCEPT ALL OF THE FOREGOING BIDS. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE QUOTATIONS FOR THE CONSTRUCTION OF TWO (2) DUGOUTS FOR THE SOFTBALL FIELDS AT THE CITY PARK. THE BIDS READ AS FOLLOWS TO-WIT:

SEE EXHIBIT "B"

THE DECK FACTORY, INC. 618 RAWLS SPRING LOOP ROAD HATTIESBURG, MS. 39401	\$3,650.00
BROWN & WREN MAINTENANCE & REMODELING	\$3,879.00
BUDDY WIGLEY BUILDING & REPAIR	\$5,783.00
SAMMY MOZINGO	\$3,684.00

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ACCEPT THE QUOTE FROM THE DECK FACTORY, INC. AT A QUOTE OF \$3,650.00. ALDERMAN LANGFORD SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE WHEREAS, BENJI BARHAM ADDRESSED THE BOARD CONCERNING THE BOWIE RIVER PROJECT. MR. BARHAM STATED THAT THE BOWIE RIVER FEASIBILITY STUDY WILL BE UNDERWAY WITH THE APPROVAL EXPECTED FROM THE HATTIESBURG CITY COUNCIL AT THEIR MEETING NEXT WEEK. MR. BARHAM STATED THAT IF THIS BOARD SHOULD HAVE ANY QUESTIONS HE WOULD LIKE TO RESPOND AND THAT HE AND ANY MEMBER OF THE STUDY COMMITTEE WOULD BE AVAILABLE SHOULD QUESTIONS ARISE IN THE FUTURE.

WHEREAS, MAYOR GAY REQUESTED PERMISSION FROM THE BOARD TO ADVERTISE FOR SEALED PROPOSALS FOR THE PROFESSIONAL SERVICES FOR THE APPLICATION PREPARATION AND THE SUBSEQUENT IMPLEMENTATION OF A CDBG ECONOMIC PROJECT TO PROVIDE A ROAD AND OTHER INFRASTRUCTURE FOR A NEW SUPER WAL-MART DEPARTMENT STORE.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR THE PROFESSIONAL SERVICES. ALDERMAN HOLBROOK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE AGREEMENT BETWEEN THE CITY OF PETAL AND ARCHITECT DAVID K. HEMETER FOR THE PLANS AND SPECIFICATIONS FOR THE COURTROOM ADDITION TO THE POLICE DEPARTMENT BUILDING.

SEE EXHIBIT "C"

AGREEMENT

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING AGREEMENT. ALDERMAN LANGFORD SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST TO TRANSFER A 1993 CROWN VICTORIA VIN# 2FACP71W1PX145988 FROM THE POLICE DEPARTMENT TO THE FIRE DEPARTMENT.

THEREUPON, ALDERMAN HOLBROOK MADE A MOTION TO AUTHORIZE THE TRANSFER OF THE VEHICLE FROM THE POLICE DEPARTMENT TO THE FIRE DEPARTMENT. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING QUOTATIONS FOR A COMPUTER AND PRINTER FOR THE WATER DEPARTMENT GIS SYSTEM.

SEE EXHIBIT "D"

ALLISON COMPUTERS 137 WEST FOURTH AVENUE PETAL, MS. 39465	\$1,775.00
MICRON	\$1,748.00
DELL	\$1,919.00
BBI, INC. P O BOX 6178 PEARL, MS. 39288-6178	\$2,825.00

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO PURCHASE THE COMPUTER FROM ALLISON COMPUTERS AT A COST OF \$1,775.00 BECAUSE THE MICRON WOULD BE MORE EXPENSIVE WHEN THE FREIGHT WAS ADDED AND THE FACT THAT MR. ALLISON WOULD PROVIDE LOCAL SUPPORT. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A BILL FROM ROTO ROOTER FOR \$186.00 AND RECOMMENDED THAT THE BOARD PAY THIS INVOICE BECAUSE ROTO ROOTER WAS CALLED DUE TO A MISTAKE MADE BY WATER DEPARTMENT PERSONNEL.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO PAY ROTO ROOTER \$186.00. ALDERMAN HOLBROOK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF NOVEMBER.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF NOVEMBER. ALDERMAN LANGFORD SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING LETTER FROM PETAL GAS STORAGE CO REQUESTING THAT THE BOARD CONSIDER EXTENDING THEIR TAX EXEMPTION AN ADDITIONAL FIVE YEARS.

SEE EXHIBIT "E"
LETTERS

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ADOPT THE FOLLOWING RESOLUTION GRANTING THE EXEMPTION FOR AN ADDITIONAL FIVE (5) YEARS. ALDERMAN LANGFORD SECONDED THE MOTION.

SEE EXHIBIT "F"
RESOLUTION

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY STATED THAT MARK BULLOCK HAS TENDERED HIS VERBAL RESIGNATION TO CHIEF JARRELL EFFECTIVE DECEMBER 14, 1998.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ACCEPT MR. BULLOCK'S VERBAL RESIGNATION. ALDERMAN LANGFORD SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING QUITCLAIM DEED AND RESOLUTION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR THE CITY'S INTEREST IN THE PROPERTY ON FAIRCHILD DRIVE USED BY THE CITY FOR PRACTICE FIELDS.

SEE EXHIBIT "E"
QUITCLAIM DEED
RESOLUTION

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE QUITCLAIM DEED TO THE MDOT. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR CHIEF EVANS TO ATTEND THE MID-WINTER CONFERENCE ON JANUARY 13-16, 1999 IN PHILADELPHIA, MS.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO AUTHORIZE CHIEF EVANS TO ATTEND THE MID-WINTER CONFERENCE AND TO PAY HIS EXPENSES. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED HIS REQUEST TO ATTEND THE MISSISSIPPI ECONOMIC DEVELOPMENT COUNCIL CONFERENCE IN JACKSON, MS. JANUARY 20-22, 1999.

THEREUPON, ALDERMAN LANGFORD MADE A MOTION TO AUTHORIZE THE MAYOR TO ATTEND THE MS ECONOMIC DEVELOPMENT COUNCIL CONFERENCE IN JACKSON. ALDERMAN ROWELL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION CHARGING THE AMOUNT OF \$462.62 FOR THE CLEAN-UP OF PROPERTY BELONGING TO MAURICE D. CARLISLE

SEE EXHIBIT "F"

RESOLUTION

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. ALDERMAN HOLBROOK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION CHARGING \$564.38 FOR THE CLEAN-UP OF THE PROPERTY OWNED BY TROY FLOWERS.

SEE EXHIBIT "G"

RESOLUTION

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

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION
AUTHORIZING THE PREPARATION AND SUBMITTAL OF AN APPLICATION FOR
ECONOMIC AND COMMUNITY DEVELOPMENT FUNDS FROM THE STATE.

SEE EXHIBIT "H"

RESOLUTION
AUTHORIZING PREPARATION AND SUBMITTAL
OF AN APPLICATION FOR FUNDS FROM THE
STATE OF MISSISSIPPI'S
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE
FOREGOING RESOLUTION. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, MAYOR GAY PRESENTED THE PRIVILEGE LICENSE REPORT FOR
THE MONTH OF NOVEMBER, 1998.

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM THE PETAL MOOSE
LODGE TO ALLOW THEM TO HOLD A FIREWORKS DISPLAY ON SOUTH MAIN
STREET ON JANUARY 2, 1999.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE
MOOSE LODGE TO HOLD THE FIREWORKS DISPLAY AS LONG AS THEY HAVE A
DESIGNATED PROFESSIONAL. ALDERMAN HOLBROOK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

WHEREAS, CITY ATTORNEY THOMAS W. TYNER REQUESTED AN
EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO CLEAR THE ROOM.
ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL

ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE

MAYOR GAY REOPENED THE MEETING AFTER IT WAS DETERMINED THAT THERE WAS NOT A NEED FOR AN EXECUTIVE SESSION.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ADJOURN. ALDERMAN HINTON SECONDED THE MOTION.

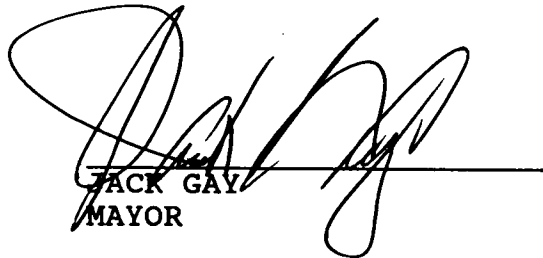
THOSE PRESENT AND VOTING "AYE":

ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H. ROWELL
ALDERMAN LEROY SCOTT

THOSE PRESENT AND VOTING "NAY":

NONE


THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MS. WAS ADJOURNED ON THIS THE 15TH DAY OF DECEMBER, A.D., 1998.



JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "A"

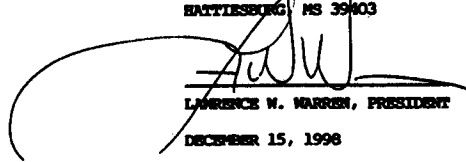
SPECIFICATIONS FOR ASPHALT AND ASPHALT OVERLAY IN PLACE

Contractor's Mix Asphalt FOB Plant per ton \$ 24.65

Contractor's Mix Asphalt and EA-4tack,
in place per ton at \$ 35.50

Sealed bids will be received until 7:00 P.M., Tuesday, December 15,
1998, in the Board Room of the City Hall at 119 West 8th Avenue,
Petal, MS.

WARREN PAVING, INC.
P.O. BOX 572
HATTIESBURG, MS 39403


LAWRENCE W. WARREN, PRESIDENT
DECEMBER 15, 1998

Eagle Paving
101 Albert St
Petal, MS. 39465
Phone 583-6602

SPECIFICATIONS FOR ASPHALT AND ASPHALT OVERLAY IN PLACE

Contractor's Mix Asphalt FOB Plant per ton _____

Contractor's Mix Asphalt and EA-4tack,
in place per ton at \$ 34.00

Sealed bids will be received until 7:00 P.M., Tuesday, December 15,
1998, in the Board Room of the City Hall at 119 West 8th Avenue,
Petal, MS.



TOWN OF PETAL

BID

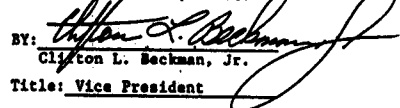
SPECIFICATIONS FOR ASPHALT AND ASPHALT OVERLAY IN PLACE

Contractor's Mix Asphalt FOB Plant per ton \$24.50

Contractor's Mix Asphalt and EA-4tack,
in place per ton at \$36.50

Sealed bids will be received until 7:00 P.M., Tuesday, December 15,
1998, in the Board Room of the City Hall at 119 West 8th Avenue,
Petal, MS.

DUNN ROADBUILDERS, L.L.C.

BY: 
Clifton L. Beckman, Jr.
Title: Vice President

Date: December 15, 1998

EXHIBIT "B"

Brown & Wren Maintenance & Remodeling

582-4713

City Of Petal
Estimation of Building

Pour Slab 7'6" x 27'6" with broom finish, dig footing and put wire and steel, requirements meet.

Provide 7, 3" metal post into slab.

Build Hip Roof Awning over slab 10's x 27'6" attaching them to post, securing fencing provided by city, to metal post by either brackets or railing.

Supply all material and labor except fencing and paint.

Labor and Material \$3,879.00

A. Wren

THE DECK FACTORY, INC.
618 RAWLS SPRING LOOP ROAD
HATTIESBURG, MS 39401
CURTIS 520-6647 KEVIN 271-5030



INVOICE NO: 10 DECEMBER, 1998

To: KEITH BRADOCK

Ship To: Petal City Parks

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Construct 2 baseball dugouts. Specifications: 24' x 7.5' x 4" concrete slab using 3000 psi concrete. Sides are 7' feet high. Roof is to be built with 7/16 OSB, 15# felt and standard shingled hip roof, with 18" overhang All wood except for the OSB will be pressure treated. All wood surfaces will be primed and painted to the Petal Red and Gray. Post will be 2" metal set in 2 1/2 feet of concrete. Headers will be bolted to the metal post.		
		SUBTOTAL	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE	\$3,650.00

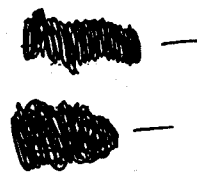
Make all checks payable to: The Deck Factory, INC. If you have any questions concerning this invoice, call: Curtis or Kevin at the above numbers.

THANK YOU FOR YOUR BUSINESS!

EXHIBIT "B"

Sammy Mazing

240	24pc decking
200	8 sq shingles
20	4 roll FELT
350	5 yrd concrete
56	1 roll wire mesh
150	45 2x4 12'
200	7 iron poles 8'
95	12 pc 1x6 Facer board
8	1 box clips
30	20 lb nails
46	1 pc drip cap
95	16 2x6 12'
	8 gallons paint



1284
+200
1,484
22.00
3,684

Material
Labor

3
16
5
80

1
12
6
72
45
3
135



Shops Labor

14
13
28
14
168

111
35
40
200

Sammy Mazing

Petal City Park
two Dugouts 7' X 24' with 4' opening
wire 9 gage 7' high
pipe Like other one
2 X 6 to support roof beams
2 X 6 rafters
1/2" waffer board for sheeting
1 X 8 facier board
roofing & felt
Concret floor

Labor and materal \$5,783.00

Buddy Wigley
build & repair 5823133

EXHIBIT "C"

THE AMERICAN INSTITUTE OF ARCHITECT



AIA Document B141

Standard Form of Agreement Between
Owner and Architect

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

made as of the Fourth day of December in the year of
Nineteen Hundred and Ninety Eight

BETWEEN the Owner: City of Petal, Mississippi
(Name and address)

and the Architect: David K. Remster
(Name and address) Hattiesburg, Mississippi

For the following Project: Courtroom Addition to Police Department Building
(Include detailed description of Project, location, address and maps.)

The Owner and Architect agree as set forth below.

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TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1
ARCHITECT'S RESPONSIBILITIES
1.1 ARCHITECT'S SERVICES
1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.
1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.
1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.

ARTICLE 2
SCOPE OF ARCHITECT'S BASIC SERVICES
2.1 DEFINITION
2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.
2.2 SCHEMATIC DESIGN PHASE
2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.
2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.
2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.
2.2.4 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.
2.3 DESIGN DEVELOPMENT PHASE
2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE
2.4.1 Based on the approved Design Development Documents and any further adjustments to the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost but caused by changes in requirements or general market conditions.
2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE
2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT
2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the outline of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.
2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be reduced, modified or exceeded without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

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2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed, and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. (More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to the Architect's evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisition received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

3 B141-1987

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2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be held for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as set forth in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B152 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- 1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- 2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- 3. due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, goal or complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 3.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating submittals prepared by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

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B141-1987 4

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- 3.4.4 Providing special surveys, environmental studies and submissions required for approval of governmental authorities or others having jurisdiction over the Project.
- 3.4.5 Providing services relative to fence facilities, systems and equipment.
- 3.4.6 Providing services to investigate existing conditions of facilities or to make measured drawings thereof.
- 3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- 3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.
- 3.4.10 Providing detailed estimates of Construction Cost.
- 3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.
- 3.4.12 Providing analyses of owning and operating costs.
- 3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.4.14 Providing services for planning terraces or special spaces.
- 3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked up plans, drawings and other data furnished by the Contractor to the Architect.
- 3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and future log, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- 3.4.18 Providing services after issuance by the Owner of the Final Certificate for Payment, or in the absence of a Final Certificate for Payment, more than 60 days after the date of substantial completion of the Work.
- 3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.
- 3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.
- 4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.
- 4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.
- 4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner precluding any unreasonable delay in the orderly and respectful progress of the Architect's services.
- 4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including locates and depths. All information on the survey shall be referenced to a project benchmark.
- 4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, permeation tests, evaluations of hazardous materials, ground corrosion and stability tests, including necessary operations for installing soil conditions, with reports and appropriate professional recommendations.
- 4.6.1 The Owner shall furnish the services of other consultant firms when such services are reasonably required by the scope of the Project and are requested by the Architect.
- 4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 4.8 The Owner shall furnish all legal, accounting and insurance consulting services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.
- 4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.
- 4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.
- 4.11 The proposed language of certificates or confirmations requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certificates that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, constraints and desires, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

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ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost of construction (not to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect's estimate does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- 1. give written approval of an increase in such fixed limit;
- 2. authorize rebidding or renegotiating of the Project within a reasonable time;

3. if the Project is abandoned, terminate in accordance with Paragraph 8.3; or

4. cooperate in revising the Project scope and update it required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit established as a condition of this Agreement. The Architect's responsibility arising out of the establishment of a fixed limit shall be limited to the extent of the Architect's obligations under this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6

USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all copyright, literary and other reserved rights, including the copyrightable copies of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications and other documents shall not be used by the Owner or others on other projects, for addition to this Project or for completion of this Project by others, unless the Architect is informed to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in violation of the Architect's reserved rights.

ARTICLE 7
ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consultation, mediation or in any other manner, an additional person or entity not a party to this Agreement.

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except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

- 1. Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the pre-design, site analysis, or Schematic Design Phase; or
- 2. Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or
- 3. Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have in the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

7 B141-1987

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the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other mandatory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of rentals, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraphs 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense, shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:
(Insert basis of compensation, including stipulated sum, multiple or percentage, and identity phases in which particular methods of compensation apply, if necessary.)

Six percent (6%) of Construction Cost as described above in Article 5.

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B141-1987 8

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EXHIBIT "C"

11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:
(Insert additional phases as appropriate.)

Schematic Design Phase:	percent (25 %)
Design Development Phase:	percent (50 %)
Construction Documents Phase:	percent (25 %)
Bidding or Negotiation Phase:	percent (25 %)
Construction Phase:	percent (25 %)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Not required.

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 1 and 12, other than (1) Additional Project Representations, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expenses for Principals and employees, and identify Principals and employee employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

For Architect's time - \$75.00/hour.

For Draftsman/Inspector's time - 2.5 times Direct Personnel Expenses.

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one and one half (1.5) times the amount billed to the Architect for such services.
(Insert specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one (1) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within eighteen (18) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.3.

11.5.2 Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate stated below, or to the contrary thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

(Identify laws and regulations under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations of the State's and Archi- tect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specify legal advice should be obtained with regard to alterations or interpretations, and also regarding requirements such as written disclosure of interest.)

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11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

This Agreement entered into as of the day and year first written above.

CITY OF PETAL, MISSISSIPPI
(Signature)

JACK GAY HAYOR
(Printed name and title)

ARCHITECT
David K. Hamster
(Signature)

(Printed name and title)

AIA CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

ALLISON COMPUTERS

137 West Fourth Avenue, Petal, MS. (601) 582-4825
allison@netdoor.com

Estimated Costs of Pentium Computer System *

Full Tower Case

350 mhz Intel Pentium II CPU (Retail Boxed)

Intel Seattle 100 mhz Motherboard

Windows 95 Keyboard

Scrolling Mouse

128 mb RAM

8.4 GB Quantum Fireball Hard Drive

Ensoniq PCI Sound Card

Lucent Technology 56.6 v90. FAX/DATA/VOICE MODEM

Diamond Stealth II 8mb AGP Video Card

40 X ACER CD-ROM

Sony 3.5 Inch floppy drive

KDS 17 inch monitor

Windows 95 Operating System

(Windows 2000 is set to appear in June 1999)

Corel Word Perfect Suite 7.0

Without Printer

\$1495.00

With HP 722C Printer

\$1775.00

*All parts are guaranteed for one year, unless otherwise specified. Hard drive, monitor, motherboard, CPU are guaranteed for 3 years.

EXHIBIT "D"

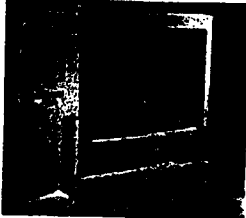
The Dell Online Store: Build Your System

Page 1 of 2

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DELL HOME

The Online Store
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Buy Online
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DELL DIMENSION V

Built with reliability and value in mind, the Dell Dimension V series use the latest in technology to deliver the speed your applications are craving while keeping your budget in mind.

Your Price*: **\$1,919**

Personal Lease**: **\$69/month*** (36 mos.)

YOUR

Items:

Total*:

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▶ Instructions on how and buy at our Store away.

Security Con
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Recognizing them build the system th

Help Me C
This icon signals presence of information your selection icon to view available opt

Compatibility
Options flag icon require compatibility system option not mean you is invalid, rat check is net

print/max view

Date:	Tuesday, December 08, 1998 9:09:38 AM CDT
Catalog Number:	D4 Retail
Dell Dimension V Series:	Pentium® II processor, 350MHz MiniTower with 512KB L2 Cache V350S - [220-1933]
Memory:	64MB SDRAM 64M2 - [311-0408]
Keyboard:	QuietKey® Keyboard W - [310-7002]
Monitor:	17" (16.0" viewable, .28dp) Trinitron® 1000HS Monitor 10TM - [320-0037]
Video Card:	ATI 8MB 3D AGP Graphics IV - [430-0590]
Hard Drive:	8.4GB Ultra ATA Hard Drive 84 - [340-5753]
Floppy Drive:	1.44MB Floppy Drive 9 - [340-7982]
Operating System:	Microsoft® Windows® 98 W98 - [420-2083]
Mouse:	NEW Logitech First Mouse+ Wheel (PS/2v) LM - [310-0287][310-3180]
Modem:	3Com® USRobotics V.90 WinModem for sound WSNDCI - [412-0084][313-0590]
DVD-ROM or CD-ROM Drive:	40X Max Variable CD-ROM Drive CD40 - [313-1087]
Sound Card:	Yamaha XG 64V Wavetable Integrated Sound IS - [313-0275]
Speakers:	harman/kardon HK-195 Speakers HK195 - [313-0286]
Bundled Software:	Microsoft® Office 97 Small Business Edition v2.0 with Bookshelf Basics 98 SBE97BS - [412-0071][412-0075]
McAfee VirusScan 3.1 at no additional charge:	McAfee VirusScan 3.1 (For Windows 95 & 98) MCAFEE - [412-1212]
Service:	3-Yr Limited Warranty, 1-Yr Next Bus. Day On-Site Service S3W - [900-1600][900-5112]
Printers:	HP DeskJet 722C Color Printer. (requires a printer cable) HP722 - [9001-149]
Printers:	10' IEEE Parallel Printer Cable CABLE - [9001-155]

How to Contact Dell

E-Mail Phone Fax

Corporate Customers

EXHIBIT "D"

12/10/1998 15:29 6019393667

BBI INC

PAGE 01

BBI, inc.

P.O. Box 6178
Pearl, Mississippi 39288-6178

(601) 939-5516
1-800-223-4460

City of Petal

Hardware Proposal

December 10, 1998

<u>Hardware</u>	<u>Cost</u>
Acer Personal Computer Pentium II 350 MHz 64 MB Ram 5.1GB Hard Disk 32X CD-ROM Keyboard & Mouse Windows 95/98 3 1/2" Floppy Drive Multi Media Package W/ Speakers 56K Modem 8 MB Video Card 17" SVGA Color Monitor Internal Iomega Zip Drive Microsoft Office Small Business Edition(Includes Word & Excel)	\$ 2,300.00
HP Laserjet 722C Color Inkjet Printer	\$ 325.00
Delivery with Installation Includes cabling & Freight	\$ 200.00
<u>Total Hardware & Software Quote</u>	<u>\$ 2,825.00</u>

All hardware comes with a 1 year ONSITE warranty, no mileage charges apply to hardware.

Sincerely,


Larry Barrett
Vice President

EXHIBIT "D"

Micron PC: Build your own Millennia 350 Micro...

Page 1 of 1

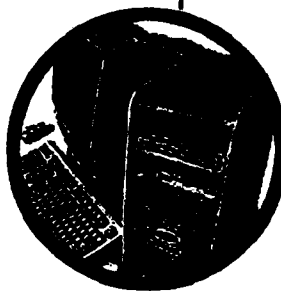
888.224.4247

Millennia®

\$1,748

Standard Features

- Millennia MicroTower
- 350MHz Intel Pentium II processor (512K L2 cache)
- 512K L2 cache
- 64MB 100MHz SDRAM (2 DIMMS)
- 104-key enhanced keyboard
- Microsoft Intellimouse
- Microsoft Windows 98
- 32-bit Ultra ATA-33 hard drive controller
- 32X-max standard CD-ROM drive
- 8.4GB ATA-33 hard drive
- 1.44MB 3.5" floppy drive
- No ZIP drive
- 64-voice Maestro integrated sound with Advent 009 speakers
- Standard speakers
- 17" Micron 700VX display (15.9" viewable, 28dpi)
- 8MB nVidia Riva 128 2x integrated video
- 56K 3Com/US Robotics X2/V.90 Data/Fax PCI Winmodem
- No network card ordered
- Customer Selects No Dragon Software
- Microsoft Office 97 Small Business Edition
- HP DeskJet 722C Ink Jet printer
- 1st year onsite service (USA only)



Total ~~\$1,748~~ \$1748

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Boston Office: 617.252.7500

Customer lease monthly payments based on 36-month term. Customer leasing provided by an independent lease company subject to qualified customers. All monthly payments include taxes which may vary and do not include applicable shipping costs. Customer lease subject to credit approval and availability. In Texas and, customer may purchase vehicle for an amount equal to 80% of the original amount financed plus applicable sales tax. The security deposit required on the above lease for qualified customers. A down payment for 100% required on lease company. Other customer offer than lease listed may be available. Lease terms subject to change without notice.

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Local Office: Dallas

EXHIBIT "E"



Petal Gas Storage Company.

A wholly owned subsidiary of
Crystal Oil Company
1382 Hwy 11 North
Petal, MS 39465

December 14, 1998

Mayor Jack Gay
City of Petal
Petal, Mississippi

VIA FACSIMILE: (601) 545-6685

Dear Mr. Mayor:

On June 14, 1994, Petal Gas Storage Company and Chevron USA Inc. d/b/a Warren Petroleum Company filed an application for exemption from ad valorem taxes for certain property described therein. The Mayor and Board of Aldermen gave final approval to this application on January 17, 1995 as recorded in the minute book of the City of Petal (Minute Book 14, pages 595, 608-611). The approval was for an initial period of five years. It recites that the Mayor and Board of Aldermen would consider extending the exemption for the remaining five years.

Petal Gas Storage Company and the its new owner Crystal Oil Company, who owns and operates the facilities which are the subject of the exemption, hereby requests the Mayor and Board of Aldermen to grant an extension for the balance of the ten-year period. Representatives of Petal Gas Storage would be happy to meet with you to provide any additional information concerning this request. In addition, we would be happy to meet with you and discuss our future plans for the dome during the next few years.

PETAL GAS STORAGE COMPANY

By: 

Paul E. Holmes

Title: Vice President/Controller

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI, GRANTING
APPROVAL OF AD VALOREM TAX EXEMPTION TO PETAL
GAS STORAGE COMPANY FOR AN ADDITIONAL FIVE (5) YEARS

WHEREAS, pursuant to the request of Petal Gas Storage Company, the Mayor and Board of Aldermen of the City of Petal, Ms. took up for consideration the extension of the exemption of the ad valorem taxes for the Petal Gas Storage facility for an additional five (5) years; and

WHEREAS, the Mayor and Board of Aldermen having received the prior approval of the State Tax Commission for the entire ten (10) year exemption, the Mayor and Board of Aldermen granted the additional five (5) year exemption commencing on the 27th day of December, 1998, with a total true value of \$16,101,905, and ending on the 27th day of December, 2003.

AND BE IT FURTHER RESOLVED that the Chancery Clerk shall record this action in the appropriate exemption book as required by law and that copies of same be filed with the State Auditor of Public Accounts and that a certified copy of same be forwarded to the Forrest County Tax Assessor and her certificate of listing of the property on the appropriate exempt roll be obtained.

WHEREUPON, Alderman Rowell moved the adoption of the foregoing Resolution, Alderman Langford seconded said motion and the following vote was had:

Those present and voting "AYE":

Alderman Willie W. Hinton
Alderman Charles E. Holbrook
Alderman Robert F. Langford
Alderman Donald H. Rowell
Alderman Leroy Scottg

Those present and voting "NAY":

NONE

The Resolution having received the affirmative vote of a majority of all the members of the Board of Aldermen the same was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of Petal, Mississippi, on this the 15th day of December, 1998.

EXHIBIT "G"

ROW640A

46212126.QA
City of Petal

8-20-97 de

126-0-00-Q

Do not record above this line

QUITCLAIM DEED

THE STATE OF MISSISSIPPI

County of Forrest

For and in consideration of Four thousand six hundred & no --

-----/100 Dollars (\$4,600.00)

the receipt and sufficiency of which is hereby acknowledged, I/or we, the undersigned, hereby grant, bargain, sell, convey and quitclaim and release unto the Mississippi Transportation Commission the following described land:

Indexing Instructions: NE 1/4 of the SE 1/4 of Section 36,
T-5-N, R-13-W, City of Petal,
Forrest County, Mississippi

Begin at the point of intersection of the East line of grantors property with the centerline of survey of Federal Aid Project No. 46-0063-02-012-10 at Highway Survey Station 13 + 324.228; from said point of beginning run thence South along said East property line, a distance of 46.089 meters (151.211 feet); thence run Northwesterly along a line that is 45.000 meters (147.638 feet) Southwesterly of and parallel with the centerline of survey of said project, an arc distance of 188.802 meters (619.429 feet) to a point that is 45.000 meters (147.638 feet) Southwesterly of and measured radially to the centerline of survey of said project at Station 13 + 150; thence run South 24° 21' 16" West, a distance of 23.118 meters (75.846 feet) to a point that is 15.000 meters (49.213 feet) Easterly of and perpendicular to the centerline of survey of Fairchild Drive relocation at Station 9 + 918.412 as shown on the plans for said project at Station 13 + 102.124; thence run South 83° 00' 34" West, a distance of 8.904 meters (29.213 feet) to the present Easterly right-of-way line of Fairchild Drive; thence run Northerly along the present Easterly right-of-way line and a line that is 6.096 meters

EXHIBIT "G"

City of Petal

126-0-00-Q

Page 2

(20.000 feet) Easterly of and parallel with the center of said Fairchild Drive, an arc distance of 91.858 meters (301.371 feet); thence run North $01^{\circ} 43' 24''$ West along the present Easterly right-of-way line of said Fairchild Drive, a distance of 0.462 meters (1.516 feet) to the North line of grantors property as shown on the plans for said project at Station 10 + 011.476 of Fairchild Drive relocation; thence run East along said North property line, a distance of 86.787 meters (284.734 feet) to the West line of grantors property as shown on the plans for said project at Station 13 + 199.561; thence run North along said West property line, a distance of 4.939 meters (16.204 feet); thence run Southeasterly along a line that is 45.000 meters (147.638 feet) Northeasterly of and parallel with the centerline of survey of said project, an arc distance of 124.898 meters (409.770 feet) to the East line of grantors property; thence run South along said East property line, a distance of 46.149 meters (151.407 feet) to the point of beginning, containing 1.807 hectares (4.466 acres), more or less and being situated in and a part of the Northeast 1/4 of the Southeast 1/4 of Section 36, Township 5 North, Range 13 West, City of Petal, Forrest County, Mississippi.

Together with any and all abutters rights of access, if any, in, to, over, on and across the lands described above.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of

EXHIBIT "G"

City of Petal

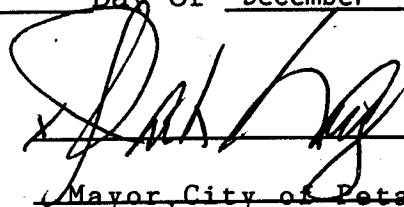
126-0-00-Q
Page 3

grade, water damage, and/or any other damage, right or claim whatsoever.

The grantors herein agree to pay all real property taxes assessed against the above described property for the current year.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness x signature, the 15th Day of December, A.D.,
19 98.



Mayor, City of Petal

Grantee, Prepared by and return to:
Miss. Department of Transportation
Right of Way Division
P. O. Box 1850
Jackson, Mississippi 39215-1850
Phone Number: (601) 359-7559
Account No. 46-0063-02-012-10

Grantor Address:
City of Petal Mississippi
P O BOX 564
PETAL MS 39465
Phone Number: (601) 5446982
Business Number: (601) 545-1776

EXHIBIT "G"

City of Petal

126-0-00-Q
Page 6

In the case of persons acting in representative capacities:

STATE OF Mississippi
COUNTY OF Forrest

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of December, 1998, within my jurisdiction, the within named JACK GAY

who acknowledged that (he) (she) is _____ the mayor _____ of
The City of Petal Mississippi

and that in said representative capacity (he) (she) executed the above and foregoing instrument, after first having been duly authorized so to do.

David R. Pickett (NOTARY PUBLIC)

12-22-98

My commission expires:

MY COMMISSION EXPIRES AUGUST 13, 2002

Attest:

(SEAL)

Russell Daniel

Clerk

(SEAL)

EXHIBIT "G"

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
ACCEPTING THE OFFER FROM THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION FOR IMPROVEMENTS TO CERTAIN PROPERTY
FROM THE CITY OF PETAL FOR THE CONSTRUCTION OF
PROJECT: 46-0063-02-012-10.

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

In consideration of an offer from the Mississippi
Department of Transportation to pay for certain
improvements from the City of Petal, Mississippi for the
construction of a new Highway (PROJECT:
(46-0063-02-012-10), the price being four thousand six
hundred & no cents (\$4,600.00) as hereinafter described,
and upon a motion by Alderman Scott, seconded by Alderman
Hinton, it was resolved that the City of Petal,
Mississippi accept the offer of the Mississippi Department
of Transportation for the stated price for specified
improvements and the City of Petal shall convey said
improvements to the Mississippi Transportation Commission
and the Mayor shall be authorized on behalf of the City of
Petal to execute all documents necessary to accomplish the
aforesaid conveyances to the Mississippi Transportation
Commission.

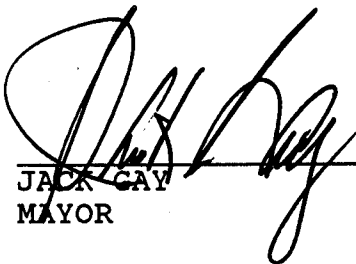
Upon Motion, the aforesaid Resolution was passed and
adopted with the Aldermen voting as follows: Those voting
"Aye" and in approval of the foregoing Resolution.

Alderman Willie W. Hinton
Alderman Charles E. Holbrook
Alderman Robert F. Langford
Alderman Donald H. Rowell
Alderman Leroy Scott

Those voting "Nay" or against the foregoing
Resolution.

NONE


Approved and adopted, this the 15th day of December,
1998, at the regular meeting of the Mayor and Board of
Aldermen of the City of Petal, Mississippi.



JACK CAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

RESOLUTION
EXHIBIT "H"

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, did on the 17th day of November, 1998, find, determine and adjudicate that certain property belonging to Maurice D. Carlisle in such a state of uncleanliness as to be a menace to the public health and safety of the community, said property being located at 207 Ark Lane, in Forrest County, Mississippi, and being more particularly described as follows, to wit:

COMM NEC SW 1/4 NW 1/4 TH W 305 FT TO POB
TH S 299.5 FT TH W 152.5 FT TH N 199.5 FT
TH E 75 FT TH N 100 FT TH E 77.5 TO POB
CONT .88 AC M OR L

WHEREAS, prior to the hearing of the 15th of September 1998, proper notice was given to the owner of the property as required by Section 21-19-11 of the Mississippi Code of 1972, as amended, with certified mail notice being given on August 22, 1998.

WHEREAS, following said determination, the Mayor and Board of Aldermen directed and instructed its Street Superintendent, Reuben Warrick, to appropriately clean said property, so that the same would no longer be in such a state of uncleanliness as to be a menace to the public health and safety of the community, and

WHEREAS, on this day, the Mayor and Board of Aldermen of the City of Petal, Mississippi did receive from said Street Superintendent, Reuben Warrick, a report of the clean-up of said property belonging to Maurice D. Carlisle.

WHEREAS, there was submitted by Reuben Warrick a daily activity report showing the employees of the City of Petal who took part in the cleaning of said property, their rate of pay and the number of hours spent on this project, also cost of materials used.

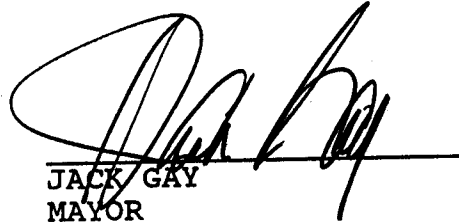
NOW, THEREFORE, BE IT RESOLVED AND ADJUDICATED that the sum of \$462.62 as described by the daily activity report and materials cost has been presented to the Mayor and Board of Aldermen by Reuben Warrick, Street

EXHIBIT "H"

Superintendent, a true and correct copy of which is attached hereto, be charged the property owners for the cleanup of said property, and

BE IT FURTHER RESOLVED that no penalty be assessed as provided by law, but that the sum of \$462.62 assessed as a lien against said described property and that said lien be filed in Forrest County on the Judgement roll thereof and with the Chancery Clerk of Forrest County, and the Tax Collector of the City of Petal be further directed at the next tax sale to sell said land to satisfy said lien, all as provided and mandated by Section 21-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED on this, the 15th day of December 1998.


JACK GAY
MAYOR

(SEAL)

ATTEST:

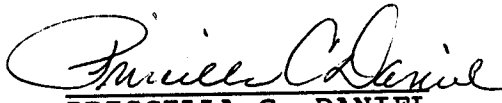

PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "H"

BREAKDOWN OF EQUIPMENT AND LABORER EXPENSE FOR CLEAN UP ON
MAURICE D. CARLISLE PROPERTY AT 207 ARK LANE

NOVEMBER 19, 1998

1.5 HRS FOR 2 TRACTOR/BUSHHOG/OPERATOR \$40.00 EACH	\$120.00
1.5 HRS FOR DUMPTRUCK/OPERATOR \$30.00	\$45.00
1.5 HRS FOR 4 LABORERS @ \$7.00 EACH	\$42.00

DECEMBER 7, 1998

1.00 HRS FOR BACKHOE/OPERATOR \$40.00 EACH	\$40.00
2.5 HRS FOR DUMPTRUCK/OPERATOR \$30.00 EACH	\$75.00
2.5 HRS FOR BUSHHOG/OPERATOR \$25.00 EACH	\$62.50
2.5 HRS FOR 5 LABORERS \$6.25 EACH	\$78.12

\$462.62

EXHIBIT "I"

RESOLUTION

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, did on the 17th day of November, 1998, find, determine and adjudicate that certain property belonging to Troy Flowers is in such a state of uncleanness as to be a menace to the public health and safety of the community, said property being located at 99 A & B Woodside Drive, in Forrest County, Mississippi, and being more particularly described as follows, to wit:

LOT 7 & 8 BLK 1 WOODSIDE S/D

WHEREAS, prior to the hearing of the 15th of September 1998, proper notice was given to the owner of the property as required by Section 21-19-11 of the Mississippi Code of 1972, as amended, with certified mail notice being given on August 22, 1998.

WHEREAS, following said determination, the Mayor and Board of Aldermen directed and instructed its Street Superintendent, Reuben Warrick, to appropriately clean said property, so that the same would no longer be in such a state of uncleanness as to be a menace to the public health and safety of the community, and

WHEREAS, on this day, the Mayor and Board of Aldermen of the City of Petal, Mississippi did receive from said Street Superintendent, Reuben Warrick, a report of the clean-up of said property belonging to Troy Flowers.

WHEREAS, there was submitted by Reuben Warrick a daily activity report showing the employees of the City of Petal who took part in the cleaning of said property, their rate of pay and the number of hours spent on this project, also cost of materials used.

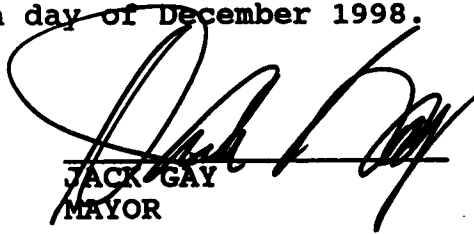
NOW, THEREFORE, BE IT RESOLVED AND ADJUDICATED that the sum of \$564.38 as described by the daily activity report and materials cost has been presented to the Mayor and Board of Aldermen by Reuben Warrick, Street Superintendent, a true and correct copy of which is attached hereto, be charged the property owners for the cleanup of said property, and

BE IT FURTHER RESOLVED that no penalty be assessed as

EXHIBIT "I"

provided by law, but the sum of \$564.38 assessed as a lien against said described property and that said lien be filed in Forrest County on the Judgement roll thereof and with the Chancery Clerk of Forrest County, and the Tax Collector of the City of Petal be further directed at the next tax sale to sell said land to satisfy said lien, all as provided and mandated by Section 21-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED on this, the 15th day of December 1998.


JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "I"

BREAKDOWN OF EQUIPMENT AND LABORER EXPENSE FOR CLEANUP ON TROY
FLOWERS PROPERTY AT 99 A & B WOODSIDE DRIVE

DECEMBER 7, 1998

1 BACKHOE/OPERATOR	\$40.00 HR	3.5 HR	\$140.00
1 FRONTEND LOADER/OPERATOR	\$30.00	3.5 HR	\$105.00
2 DUMPTRUCK/OPERATOR	\$30.00 HR		\$210.00
5 LABORER	6.25 HR	3.5 HR	\$109.38
			<hr/>
			\$564.38

EXHIBIT "J"

**RESOLUTION
AUTHORIZING PREPARATION AND SUBMITTAL
OF AN APPLICATION FOR FUNDS FROM THE
STATE OF MISSISSIPPI'S
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

WHEREAS, the Mississippi Department of Economic and Community Development, Division of Community Development has Community Development Block Grant (CDBG) funds available from its FY 1999 Program; and

WHEREAS, regulations governing the CDBG program allow the utilization of said funds to encourage private economic development including, but not limited to, construction of infrastructure improvements such as access roads, water, and sanitary sewer systems; and

WHEREAS, a certain company proposes to construct approximately 110,000 square feet of retail space in Petal; and

WHEREAS, said facility is expected to employ at least 100 persons; and

WHEREAS, the Mayor and Aldermen of the City of Petal desire to request CDBG Economic Development funds from the State of Mississippi in order to construct infrastructure improvements to serve said development; and

WHEREAS, the Mayor and Aldermen of the City of Petal are vitally interested in encouraging economic development to create jobs and increase the City's ad valorem tax base; and

WHEREAS, the Mayor and Aldermen of the City of Petal deem it to be in the best interests of the citizens of the City of Petal to encourage economic development by seeking CDBG Economic Development funds to assist the said development.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen that:

- 1. Jack Gay, Mayor in and of the City of Petal, is hereby authorized to work with the City Aldermen and administrator to prepare, submit, and administer an application of FY 1999 CDBG Economic Development funds and any amendments thereto, to the State of Mississippi, Department of Economic and Community Development; and**

EXHIBIT "J"

2. Jack Gay, Mayor in and of the City of Petal, is hereby authorized and directed submit an application for CDBG Economic Development funds, to publish any and all necessary notices of public hearings, and along with said application, all understandings and assurances contained therein and to provide such additional information as may be required; and
3. Jack Gay, Mayor in and of the City of Petal, is hereby authorized to execute any and all documents necessary and pertinent to the application; and
4. Jack Gay, Mayor in and of the City of Petal, is hereby authorized to execute a grant offer and any other documents necessary to the acceptance and implementation of the program should the project application be approved.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Aldermenman Scott, seconded by Aldermenman Hinton, and was adopted by the following vote, to wit:

YEAS:

NAYS:

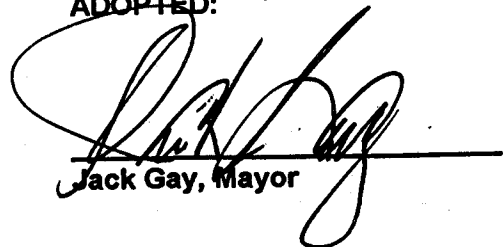
ALDERMAN WILLIE W. HINTON
ALDERMAN CHARLES E. HOLBROOK
ALDERMAN ROBERT F. LANGFORD
ALDERMAN DONALD H ROWELL
ALDERMAN LEROY SCOTT

The Mayor thereby declared the motion carried and the Resolution adopted on this the 15 day of DEC, 1998

ATTEST:

ADOPTED:


Priscilla C. Daniel, City Clerk


Jack Gay, Mayor

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