

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 SEPTEMBER 1, 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	NETTIE FARRIS JERRY CROWE DANNY HINTON JEMI CROSS

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

THE INVOCATION WAS OFFERED BY GENE HOLBROOK.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING AMENDMENTS TO THE AGENDA TO THE BOARD.

X. GENERAL BUSINESS
6) AMEND ORDINANCE 1982 (54) (A-1)

XI. SEMINAR AND TRAVEL REQUEST
A) MAYOR GAY TO ATTEND MEETING SEPT 17TH AND 18TH, 1998

THEREUPON, ALDERMAN HOLBROOK 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, ALDERMAN ROWELL MADE A MOTION TO ACCEPT THE MINUTES OF THE REGULAR MEETING OF AUGUST 18, 1998 AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT.

THEREUPON, JERRY CROWE ADDRESSED THE BOARD CONCERNING ANNEXATION AND RAISING EMPLOYEES SALARY. HE ALSO ASKED THAT THE CITY CHECK INTO THE BENEFIT OF TAX INCREMENT FINANCING.

THEREUPON, MAYOR GAY STATED HE WOULD HAVE THE APPROPRIATE DEPARTMENTS LOOK INTO THESE MATTERS.

WHEREAS, DANNY HINTON D/B/A AMERICAN EAGLE STATED THAT HE HAS PURCHASED THE BUILDING AT 920 HIGHWAY 11 NORTH AND HE WOULD LIKE FOR THE CITY TO WAIVE THE PAVED PARKING REQUIREMENTS AND ALLOW HIM TO USE WASHED GRAVEL. HE SUBMITTED A DRAWING OF LAYOUT ON THE PROPERTY SHOWING WHERE THE WASH GRAVEL WOULD BE AND THE FUTURE HARD SURFACE FOR DRIVER PARKING.

EXHIBIT "A"

THEREUPON, ALDERMAN HINTON MADE A MOTION TO WAIVE THE PAVED PARKING REQUIREMENT AND TO ALLOW MR. HINTON TO USE WASHED GRAVEL BASED ON HIS DOCUMENT SHOWING THE LAYOUT OF PARKING AT HIS BUSINESS. 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 STATED THAT THE CITY WOULD NEED TO HAVE APPROVAL TO ADVERTISE FOR PROPOSALS FOR ENGINEERING SERVICES FOR THE 1998 CDBG PROJECT.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR PROPOSALS FOR ENGINEERING SERVICES FOR THE 1998 CDBG PROJECT. 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

THEREUPON, MAYOR GAY PRESENTED AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PETAL AND NEEL-SCHAFFER, INC.

EXHIBIT "B"

THEREUPON, ALDERMAN SCOTT MADE A MOTION FOR THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY AND NEEL-SCHAFFER FOR 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 CLAIMS # 48608- #48964 FOR THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO PAY CLAIMS #48608-#48964 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. 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 ORDINANCE AMENDING SECTION 5 OF ORDINANCE 1982(54) AND FOR RELATED PURPOSES

SEE EXHIBIT "C"

ORDINANCE 1982 (54) (A-1)

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. 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 TRAVEL REQUEST FOR THE MAYOR TO ATTEND THE MMA BOARD OF DIRECTORS MEETING IN NATCHEZ ON SEPTEMBER 17TH AND 18TH, 1998.

THEREUPON, ALDERMAN HOLBROOK MADE A MOTION TO AUTHORIZE THE MAYOR TO ATTEND THE BOARD OF DIRECTORS MEETING AND TO PAY HIS EXPENSES. 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

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

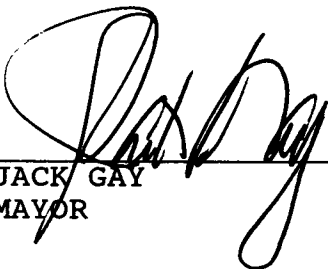
THOSE PRESENT AND VOTING "AYE":

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


THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, WAS
ADJOURNED ON THIS THE 1ST DAY OF SEPTEMBER, A.D., 1998.



JACK GAY
MAYOR

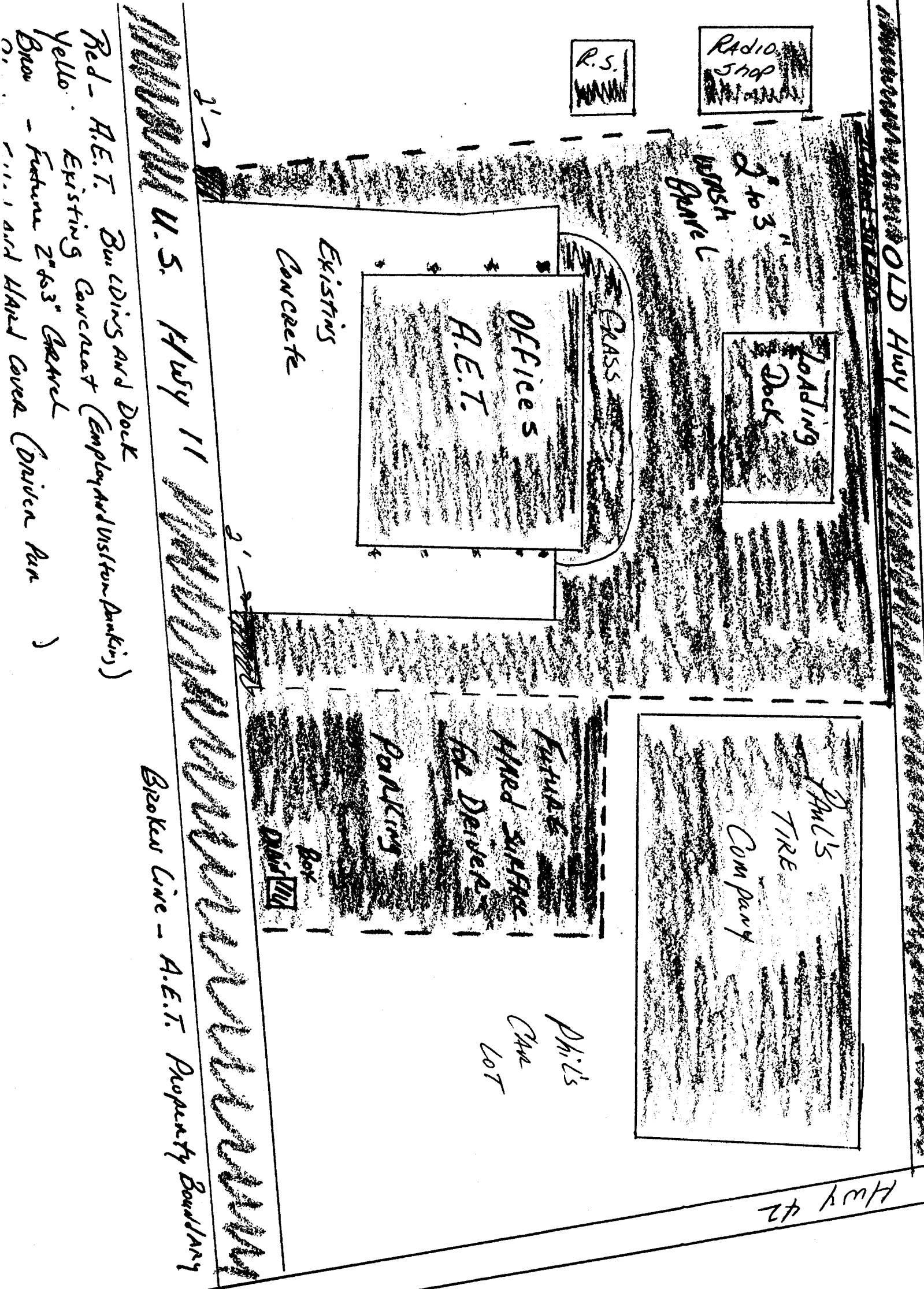
(SEAL)

ATTEST:



PRISCILLA C. DANIEL
CITY CLERK

EXHIBIT "A"



Red - A.E.T. Building and Dock
 Existing Concrete (Employer's/Union's Parking)
 Yellow - Existing 2'x3" Gravel
 Green - Future 2'x3" Gravel
 and Hard Cover (Driver's Area)

U.S. Hwy 11
 Broken Line - A.E.T. Property Boundary

Hwy 42

EXHIBIT "B"

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF PETAL

AND

NEEL-SCHAFFER, INC.

This is an Agreement made as of Sept 1, 1998, between the City of Petal, Post Office Box 564, Petal, Mississippi 39465 (OWNER) and Neel-Schaffer, Inc., Post Office Box 982, Hattiesburg, Mississippi 39403 (CONSULTANT).

OWNER intends to engage the CONSULTANT to perform all necessary services to properly manage, administer, complete and close out the 1998 Community Development Block Grant Project (hereinafter called the Project).

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

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

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

EXHIBIT "B"

AGREEMENT FOR PROFESSIONAL SERVICES

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

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

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

SECTION 3 - OWNER'S RESPONSIBILITIES

The OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER's requirements for the Project and assist CONSULTANT by placing at his disposal all available information pertinent to the Project including previous reports.
- 3.2 Furnish to the CONSULTANT, as required for performance of CONSULTANT's Basic Services, data prepared by or services of others, including environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations pertinent to the Project; all of which CONSULTANT may rely upon in performing his services.
- 3.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform his services.

EXHIBIT "B"

AGREEMENT FOR PROFESSIONAL SERVICES

- 3.4 Review all studies, reports, sketches, and other documents presented by the CONSULTANT and furnish decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
- 3.5 Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions pertinent to CONSULTANT's services.
- 3.6 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the compensation for the CONSULTANT's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of all phases to which this Agreement applies.
- 4.2 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance or CONSULTANT's services and his compensation shall be adjusted appropriately.

SECTION 5 - PAYMENT TO THE CONSULTANT

- 5.1 **Methods of Payment for Services and Expenses of Consultant.**
 - 5.1.1 OWNER shall pay CONSULTANT for Basic Services rendered under Section 1 a lump sum of \$22,500.00 for Program Administration services.

EXHIBIT "B"

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

5.2 Time of Payments.

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

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make payment to CONSULTANT for services and expense within 60 days after receipt of CONSULTANT's bill therefor, the amounts due CONSULTANT shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, CONSULTANT may, after giving seven days written notice to

EXHIBIT "B"

AGREEMENT FOR PROFESSIONAL SERVICES

OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

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

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

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2 Termination of Contract for Cause.

EXHIBIT "B"

AGREEMENT FOR PROFESSIONAL SERVICES

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

6.3 Ownership of Documents.

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

6.4 Access to and Retention of Records.

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

EXHIBIT "B"

AGREEMENT FOR PROFESSIONAL SERVICES

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

6.5 Special Consultants.

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

6.6 Standard HUD Contractual Clauses.

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

SECTION 7 - EXHIBITS

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

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

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

EXHIBIT "B"

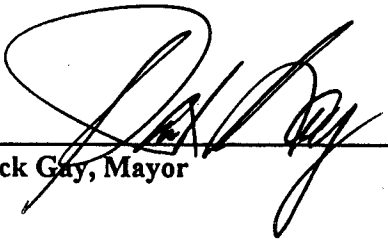
AGREEMENT FOR PROFESSIONAL SERVICES

7.2 This Agreement, consisting of 8 pages, together with the exhibits identified above, constitute the entire Agreement between OWNER and CONSULTANT and supersede all prior written and oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified or canceled by a duly written instrument.

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

OWNER: CITY OF PETAL

CONSULTANT: NEEL-SCHAFFER, INC.



Jack Gay, Mayor

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



WITNESS

WITNESS

EXHIBIT "B"

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

ADMINISTRATION

GENERAL

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

I. ADMINISTRATION AND MANAGEMENT

A. Environmental Review

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

B. Financial Management

1. Coordinate with City and State enactment of the Designation of Depository for Direct Deposits of CDBG funds.
2. Prepare for the City the necessary financial management certifications and transmit to the State.
3. Prepare and coordinate with the State all budget modifications of the project throughout project duration.

EXHIBIT "B"

SCOPE OF SERVICES

4. Advise and assist City in proper documentation of "other" sources of funds used in the project.
5. Submit to the State copies of audit reports.
6. Perform all bookkeeping requirements for the Community Development Program of the City (maintenance of all financial records).

C. Overall Program Management

1. Conduct overall supervision of program activities.
2. Coordinate Community Development Program activities with the City's activities (coordination of approval of payment to contractors).
3. Work with federal, state and local officials to satisfy any special conditions to the grant agreement.
4. Assure compliance with new program requirements and developments.
5. Coordinate with other federal programs necessary to achieve project goals.
6. Assist in all State Community Development monitoring visits.
7. Attend all applicable workshops and conferences in the State on the Small Cities Community Development Block Grant Program.
8. Establish program activity timetables and coordinate overall project implementation with engineers, federal agencies and State and City government officials to ensure timely completion of the program.
9. Establish and maintain a system of filing in conformance with the Model File System of the State Community Development Block Grant Program.
10. Prepare and submit to the State the Program Performance Report and close-out package in conformance with State requirements.

EXHIBIT "B"

SCOPE OF SERVICES

11. Prepare all project general correspondence to include clearing and responding to State monitoring findings.
12. Address any audit findings of the project to affect their clearance.

D. Equal Employment Opportunities and Fair Housing Compliance (FHEO)

1. Promote compliance with Section 3 provisions of the Housing and Urban Development Act of the 1968 and Executive Orders, as applicable.
2. Include Section 3 materials in all bid documents.
3. Ensure that FHEO posters are displayed at office and job site.
4. Maintain FHEO project files to include percent of minorities and women benefiting from the project activities.

E. Labor Standards Compliance

1. Establish and maintain labor standards enforcement file for each construction project. This will include the management of all correspondence to the State to include the following:
 - a. Request for wage rate determinations including modifications and additions.
 - b. Preconstruction conference report (minutes of all preconstruction conferences added to files).
 - c. Notification to State of start of construction and preconstruction conference for any covered project.
 - d. Notification to State of contract award date.
2. Maintain responsibility throughout project as the Labor Standards Compliance Officer as required by the state. This responsibility involves ensuring compliance

EXHIBIT "B"

SCOPE OF SERVICES

- with all applicable labor standards requirements as specified in HUD Handbook 6500.3 - Labor Standards Administration and Enforcement, as amended.
3. Maintain responsibility for posters and wage rate determinations to be posted at construction sites.
 4. Maintain responsibility in verification with the State on contractor eligibility.
 5. Coordinate with project engineer at the preconstruction conference to provide contractors with orientation to labor standards requirements, certification forms, preconstruction conference checklist and preconstruction conference report.
 6. Conduct payroll review on a weekly basis throughout the project duration (in conformance to labor standards requirements and State guidelines).
 7. Conduct on a regular basis employee interviews as specified in labor standards regulations. If discrepancies exist between payrolls and inter- views, the project administration will be responsible for resolving this with the contractor. If violation occurs by contractors, the administrator will be responsible for coordinating actions to ensure restitution and reporting to the State, as required, if violation is serious.
 8. Maintain overall project coordination to provide timely completion.
 9. Coordinate the acquisition of real property in conformance with CDBG program requirements of the "Uniform Act", 24 CFR 42, with the Project Engineer.
 10. Coordinate review of bid packages and contract documents with the project attorney.
 11. Attend all monitoring visits on labor standards compliance from the State Community Development Department.
 12. Prepare and submit any final reports (Final Wage Compliance Report) to the State Labor Standards Compliance Officer.

EXHIBIT "B"

SCOPE OF SERVICES

13. Coordinate with project engineer results of bids received as it applies to the overall project implementation and budget constraints.
14. Ensure compliance with new labor standards compliance regulations in recent transmittal HUD Handbook 1344.1 as directed by the State Department of Community Development.

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

A. Real Property Acquisition

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

B. Relocation Assistance to Displaced Households

If the project contains relocation activities, the project manager will be responsible for ensuring compliance with the requirements of the "Uniform Act" and implementing Regulations 24 CFR 42, as contained in HUD Handbook 1376.1 and adopted by the State Department of Community Development. This will include the issuance of all applicable notices, maintenance of project files and participation in all monitoring by the State.

EXHIBIT "B"

STANDARD HUD CONTRACTUAL REQUIREMENTS

EXHIBIT B

STANDARD HUD CONTRACTUAL REQUIREMENTS

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

AN ORDINANCE AMENDING SECTION 5. OF ORDINANCE 1982
(54) AND FOR RELATED PURPOSES
EXHIBIT "C"

Be it ordained by the Mayor and Board of Aldermen of the
City of Petal, Mississippi:

1. Section 5. of Ordinance 1982 (54) is hereby
amended as follows:

Section 5. Consumption prohibited except under certain
circumstances

The public consumption or sale for on premises
consumption of all alcoholic beverages, beer or light wines,
is hereby prohibited within 2000 feet of any public school
building within the city limits of the City of Petal,
Mississippi; the public consumption or sale for on premises
consumption of alcoholic beverages, beer or light wines, is
hereby prohibited within 500 feet of any church building,
occupied by a congregation of 20 or more members, holding
regular services more than two times per week, in the city
limits of the City of Petal, Mississippi. In restaurants
whose sales of food account for more than 60% of its gross
revenues, on premises sale and consumption of alcoholic
beverages, beer or light wines is permitted, provided said
business is conducted a minimum of 500 feet from any school or
church building as described herein.

11. The above and foregoing amendment to Ordinance 1982
(54), shall take effect and be in force within thirty (30)
days of today's date.

111. Except as amended herein, Ordinance 1982 (54),
remains in full force and effect.

The above and foregoing Ordinance, having been reduced
to writing, the same was introduced and read and a vote was
taken thereon, first section by section, then upon the
Ordinance as a whole, with the following results:

Those present and voting "Yea" and in favor of the
passage, adoption and approval of sections 1,2, and 3 of the
foregoing Ordinance:

Alderman Hinton
Alderman Holbrook
Alderman Langford
Alderman Rowell
Alderman Scott

Those present and voting "Nay" or against the adoption
of any Section of the foregoing Ordinance:

None

Those present and voting "Yea" and in favor of the
adoption of the foregoing Ordinance as a whole:

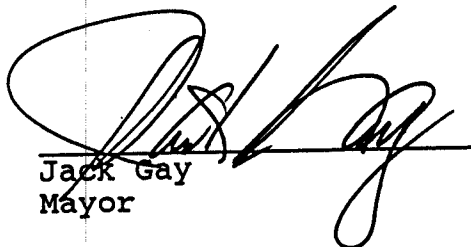
Alderman Hinton
Alderman Holbrook
Alderman Langford
Alderman Rowell
Alderman Scott

EXHIBIT "C"

Those present and voting "Nay" or against the foregoing Ordinance as a whole:

None


WHEREUPON, the above and foregoing Ordinance be and the same is hereby passed, adopted and approved on this the 1st day of September, A.D., 1998.



Jack Gay
Mayor

(SEAL)

Attest:



Priscilla C. Daniel
City Clerk

THIS

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INTENTIONALLY