

BE IT REMEMBERED THAT THE REGULAR RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI OF AUGUST 17, 1999 WAS CALLED TO ORDER ON THIS THE 19TH DAY OF AUGUST, AD, 1999 AT 5:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR JACK GAY
ALDERMEN	WILLIE W. HINTON CHARLES E. HOLBROOK ROBERT F. LANGFORD DONALD H. ROWELL LEROY SCOTT

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

WHEREAS, MAYOR GAY EXPLAINED THAT THE CDBG COST QUESTIONED AT THE AUGUST 17, 1999 MEETING ON THE 1999 CDBG ECONOMIC DEVELOPMENT PROJECT FOR APPLICATION AND ADMINISTRATION WILL BE PAID FOR OUT OF CDBG FUNDS.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOLLOWING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF PETAL AND JIMMY GOURAS, URBAN PLANNING CONSULTANTS, INC. ALDERMAN HINTON SECONDED THE MOTION.

SEE EXHIBIT "A"

AGREEMENT

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 STATING A FIRM COMMITMENT TO COMPLYING WITH THE NATIONAL POLICY OBJECTIVE OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NUMBER 99-295-ED-IF01.

SEE EXHIBIT "B"

RESOLUTION
RESOLUTION STATING A FIRM COMMITMENT
TO COMPLYING WITH THE NATIONAL POLICY OBJECTIVE
OF COMMUNITY DEVELOPMENT BLOCK GRANT

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. 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 RESOLUTION ENDORSING THE CIVIL RIGHTS LAWS AND EXECUTIVE ORDERS APPLICABLE TO THE CDBG PROGRAM.

SEE EXHIBIT "C"

RESOLUTION
ENDORING CIVIL RIGHT LAWS AND EXECUTIVE
ORDERS APPLICABLE TO THE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

THEREUPON, ALDERMAN HOLBROOK MADE A MOTION TO ADOPT THE
FOREGOING RESOLUTION. 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 PROTECTING
INDIVIDUALS ENGAGED IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS.

SEE EXHIBIT "D"

RESOLUTION
PROTECTING INDIVIDUALS ENGAGED
IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS
CDBG PROJECT NUMBER 99-295-ED-IF01

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO ADOPT THE FOREGOING
RESOLUTION. 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 FAIR HOUSING
RESOLUTION.

SEE EXHIBIT "E"

FAIR HOUSING RESOLUTION
COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT PROJECT NUMBER 99-295-ED-IF01

THEREUPON, ALDEMAN SCOTT MADE A MOTION TO ADOPT THE FOREGOING
ORDER. 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 FOLLOWING RESOLUTION ADOPTING STANDARDS OF CONDUCT AND PROCUREMENT FOR THE CDBG PROGRAM.

SEE EXHIBIT "F"

RESOLUTION
ADOPTING STANDARDS OF CONDUCT AND PROCUREMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ECONOMIC DEVELOPMENT PROJECT NUMBER 99-295-ED-IF01

THEREUPON, ALDERMAN HOLBROOK MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. 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 REQUEST FOR CASH #1 IN THE AMOUNT OF \$6,500.00 FOR ADMINISTRATION OF THE CDBG ED GRANT # 99-295-ED-IF-01.

THEREUPON, ALDERMAN ROWELL MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE REQUEST FOR CASH AND TO SUBMIT ESTIMATE # 1 FOR PAYMENT. 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 STATEMENT FOR SERVICES FROM JIMMY G. GOURAS, URBAN PLANNING CONSULTANTS, INC., IN THE AMOUNT OF \$6,500.00 TO BE PAID FROM THE CDBG FUNDS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO PAY JIMMY G. GOURAS THE \$6,500.00 UPON RECEIPT OF THE CDBG FUNDS. 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, ALDERMAN SCOTT MADE A MOTION TO ADJOURN. 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

THEREBEING NO FURTHER BUSINESS, THE REGULAR RECESSED MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF AUGUST 17, 1999 WAS ADJOURNED ON THIS THE
19TH DAY OF AUGUST, AD, 1999.

CITY OF PETAL, MISSISSIPPI



JACK GAY
MAYOR

(SEAL)

ATTEST:



PRISCILLA DANIEL
CITY CLERK

EXHIBIT "A"

TITLE II
SCOPE OF SERVICES

The Consultant shall do, perform and carry out in a satisfactory and proper manner such work as the City determines is necessary to accomplish the activities funded by the Community Development Block Grant Program. Specific job tasks that the Consultant shall assist the City in performing include, but are not necessarily limited to the following:

- A. Application Preparation
- B. General Services
 - 1. Establish a filing system to keep and maintain the necessary records as appropriate for implementation of the grant in accordance with applicable federal, state, and local rules and regulations. The filing system and records shall include, among other things, the following records:
 - a. Citizen Participation
 - b. Environmental
 - c. Labor Standards
 - d. Acquisition
 - e. Relocation
 - f. Procurement
 - g. Financial Management
 - h. Other Resources
 - i. Equal Opportunity
 - j. General Correspondence
- C. The Consultant shall be responsible for:
 - 1. Overall coordination of project activities;
 - 2. Attending state monitoring visits, meetings, etc.;
 - 3. Establishing and maintaining financial records;
 - 4. Preparing the necessary documentation to request funds from the State; and
 - 5. Providing all other services considered normal administrative services within the course of this Agreement.
- D. Close-Out Project
The Consultant shall prepare close-out documents required by the State.

The Consultant shall be available at all times to assist the City in performing such work in a satisfactory and proper manner as the City deems necessary under this program. Specific job tasks that we, as the Consultant, shall perform shall not be limited to the above, but would conform to the specific needs of the City.

TITLE III
DISPOSITION OF WORK MATERIALS

All contract documents and similar work materials prepared by the Consultant in completing the scope of services set forth herein shall be the property of the City.

AGREEMENT
CONSULTING SERVICES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT is entered into this the 19th day of August, 1999, by and between Jimmy G. Gouras, Urban Planning Consultants, Inc., herein called the "Consultant", and the City of Petal, Mississippi, herein called the "City"

WITNESSETH THAT:

WHEREAS, the City of Petal applied for and received a 1999 Community Development Block Grant Economic Development Project Number 99-295-ED-IF01 for water, sewer and road improvements to serve the Wal-Mart SuperCenter development, under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City needs application preparation assistance and subsequent administrative assistance in implementing this Community Development Block Grant Economic Development Project Number 99-295-ED-IF01; and

WHEREAS, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the application preparation and subsequent implementation of the Community Development Block Grant Economic Development Project Number 99-295-ED-IF01, and the Consultant desires to provide said services; and

WHEREAS, the City and the Consultant acknowledge that this contract shall not become effective until the date of execution of a Grant Agreement for the above referenced Community Development Block Grant.

NOW, THEREFORE, the parties hereto mutually agree as follows:

TITLE I
EMPLOYMENT OF CONSULTANT
The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program which is to be financed by grant funds provided by HUD to the State of Mississippi under Title I of the Housing and Community Development Act of 1974, as amended.

EXHIBIT "A"

TITLE IX
COMPENSATION DUE TO CONSULTANT
and
METHOD OF PAYMENT

The City agrees to pay the Consultant in two phases. Phase I will include all services rendered pertaining to the application preparation, and Phase II will include all services rendered pertaining to administration and implementation of the Community Development Block Grant Economic Development Project Number 99-295-ED-IF01.

- | | | |
|----------|---|---------|
| 1. | Phase I
Application Preparation | \$3,500 |
| Phase II | | |
| 1. | Completion of Environmental Review Procedure | 2,000 |
| 2. | For services from Notification of Grant Award to Release of Funds from the Department of Economic and Community Development including, but not limited to: preparation and submission of quarterly reporting worksheets; draft letter appointing Equal Opportunity and Labor Compliance Officer; draft letter appointing FSP Manual Coordinator; establishment of City's record keeping and financial management system in accordance with all Federal and State laws and regulations; preparation of a Fair Housing Resolution; preparation of a Code of Conduct and Procurement Procedures; assist the City in procuring professional services as needed; and any other services necessary to implement the City's project. | 1,000 |
| 3. | Beginning with the first month following the Execution of the Contract for the construction of the project, the Consultant will submit monthly invoices in the amount of \$5,200 for services rendered as outlined in items A, B, and C in the Scope of Services. Invoices will be submitted for five (5) consecutive months. | 26,000 |
| 4. | Retainage for acceptance and approval of close-out documents by the Department of Economic and Community Development. | 2,500 |

TITLE X
EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

TITLE IV

TIME OF PERFORMANCE

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

TITLE V

PERSONNEL

The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under the State, Federal, and Local law to perform such services.

TITLE VI

TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished to the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City become its property, if the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

TITLE VII

TERMINATION FOR CONVENIENCE OF CONSULTANT

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished to the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

TITLE VIII
CHANGES

The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to the Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

EXHIBIT "A"

TITLE XVI
AUDITS AND INSPECTIONS

The Consultant shall keep and maintain books, records, and other documents relating to the receipt and disbursement of such grant funds; and any duly authorized representative of the Department of Economic and Community Development, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other project documents until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of the Department of Economic and Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the project in which the Consultant is involved until the completion of all close-out procedures respecting this grant.

TITLE XVII
REMEDIES

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the City and Consultant arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

TITLE XVIII
CITY'S RESPONSIBILITIES

Provide full information to the Consultant as to his requirements for the Project.

Pay all costs incidental to obtaining bids or proposals from contractors.

Provide such legal, accounting, independent costs estimating and insurance counseling services as may be required for the Project.

TITLE XIX
PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copy right in the United States or in any other country. The City and the State of Mississippi and the Department of Housing and Urban Development shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any report, data, or other materials prepared under this Agreement.

TITLE XX
FEDERAL AND STATE GUIDELINES

The Consultant does hereby bind itself, certified and gives its assurance that it will comply with all requirements of the grantor agency, as they relate to the application, acceptance and use of federal funds for the federally and state assisted projects.

TITLE XI
INTEREST OF MEMBERS OF THE CITY AND OTHERS

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

TITLE XII
ASSIGNABILITY

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the City thereto; provided, however, that claims for money due or to become due the Consultant from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

TITLE XIII
INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

TITLE XIV
FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

TITLE XV
OFFICIALS NOT TO BENEFIT

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

The Consultant is advised that no member, officer, or employee of the local public body or its designers or agents, no member of the governing body of the locality in which the project is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities with respect to the project during their tenure or for one year thereafter, shall have any interest, direct or indirect in the contract or subcontract, or the proceeds thereof for work to be performed in connection with the project.

EXHIBIT "A"

TITLE XXI
SECTION 504 HANDICAPPED

The Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

TITLE XXII
SUCCESSORS AND ASSIGNS

The City and Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns, or such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

TITLE XXIII
MISCELLANEOUS PROVISIONS

This Agreement shall be construed as in accordance with the laws of the State of Mississippi and all obligations of the parties created hereunder are performable in the City

In case one or more of the provisions in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the City and the Consultant have executed this Agreement this the 19th day of August, 1999.

WITNESS:


Priscilla Daniel, City Clerk

THE CITY OF PETAL, MISSISSIPPI


Jack Gay, Mayor

WITNESS:


Chris Gouras, Associate

JIMMY G. GOURAS, URBAN PLANNING
CONSULTANTS, INC.

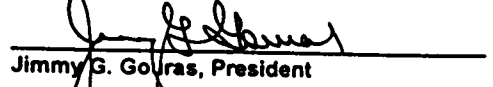

Jimmy G. Gouras, President

EXHIBIT "B"

RESOLUTION STATING A FIRM COMMITMENT
TO COMPLYING WITH THE NATIONAL POLICY OBJECTIVE
OF COMMUNITY DEVELOPMENT BLOCK GRANT
PROJECT NO. 99-295-ED-IF01

WHEREAS, the City of Petal has applied for and received a Community Development Block Grant for road improvements, traffic signalization, water improvements, and sewer improvements to serve Wal-Mart Stores, Inc. in Petal, Mississippi;

WHEREAS, as a part of said CDBG project, Wal-Mart Stores, Inc. has executed a Memorandum of Agreement to create at least 100 full-time permanent jobs of which a minimum of fifty-one percent (51%) will accrue to the benefit of persons from low and moderate income households;

WHEREAS, the Grant Agreement for said CDBG Project No. 99-295-ED-IF01 requires that the City of Petal shall submit to the Community Services Division, Department of Economic and Community Development, an official resolution stating firm commitment to the National Objective for this Community Development Block Grant project, which is making at least fifty-one percent (51%) of the 100 permanent, full-time jobs to be created by Wal-Mart Stores, Inc. available to persons from low and moderate income households.

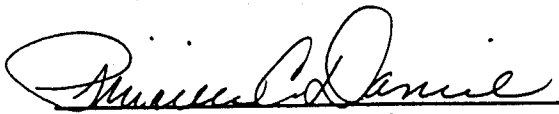
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Petal that:

The City of Petal stands firm in its commitment to insure that at least fifty-one (51%) of the one hundred (100) permanent, full-time jobs to be created by Wal-Mart Stores, Inc. are made available to persons from low and moderate income households.

RESOLVED this the 19th day of August, 1999.

The City of Petal, Mississippi

Attest:


Priscilla Daniel, City Clerk

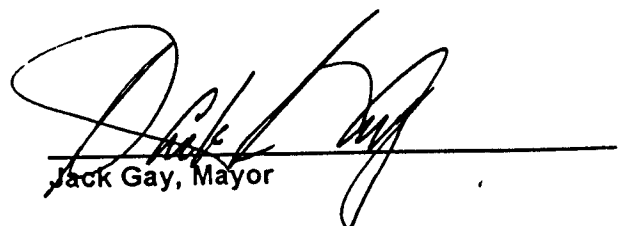

Jack Gay, Mayor

EXHIBIT "C"

RESOLUTION
ENDORISING CIVIL RIGHT LAWS AND EXECUTIVE
ORDERS APPLICABLE TO THE COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM

WHEREAS, the City of Petal has received funds through the Mississippi Department of Economic and Community Development, Economic Development Program for Community Development Block Grant Project Number 99-295-ED-1F01; and

WHEREAS, the City is required under the Economic Development Program to comply with all Civil Rights Laws and Executive Orders pertaining to Civil Rights; and

WHEREAS, the policy of the City is to comply with all regulations of the Economic Development Program including applicable Civil Rights Laws and Executive Orders such as:

Civil Rights Laws and Executive Orders Applicable
to Community Development Block Grants

Title VI, Civil Rights of 1964

Provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109, Housing and Community Development Act of 1974

Provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

Title VIII, Civil Rights Act of 1968

Provides for fair housing throughout the United States. Kinds of discrimination prohibited: refusal to sell, rent, or negotiate, or otherwise to make unavailable; discrimination in terms, conditions, and privileges; discriminatory advertising; false representation; blockbusting; discrimination in financing; and discrimination in membership in multiple-listing services and real estate brokers' organizations.

The Secretary of HUD (and grantees) shall administer programs and activities relating to housing and urban development in a manner affirmatively to further the policies of this Title.

Executive Order 11063

Requires equal opportunity in housing and related facilities provided by Federal financial assistance.

Executive Order 11246
Requires nondiscrimination in employment under federally-assisted construction contracts.

Section 3, HUD Act of 1968

Provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower income residents of HUD-assisted project areas, and that contracts for work in connection with such projects be awarded to business concerns which are located in, or are owned in substantial part by persons residing in the area of the project.

Fair Housing Amendments Act of 1968
(P.L. 100-430)

The Fair Housing Amendments Act of 1968 provides strong federal enforcement measures against discrimination in housing. It gives the Department of Housing and Urban Development authority to initiate enforcement actions and to penalize those who discriminate in the sale, rental, or financing of housing. In addition, the Act adds persons with handicaps and families with children to those protected under Title VIII of the Civil Rights Act of 1968.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Aldermen of the City of Petal hereby endorse said Civil Rights Laws and Executive Orders and endorses actions to implement said laws and Executive Orders.

RESOLVED, this the 19th day of August, 1999.

ATTEST:

THE CITY OF PETAL


Priscilla Daniel, City Clerk


Jack Gary, Mayor

EXHIBIT "D"

RESOLUTION
PROTECTING INDIVIDUALS ENGAGED
IN NON-VIOLENT CIVIL RIGHTS DEMONSTRATIONS
CDBG PROJECT NUMBER 99-295-ED-IF01

WHEREAS, from time to time, the City of Petal receives federal funds from the United States Department of Housing and Urban Development (HUD) through the State of Mississippi, Department of Economic and Community Development; and

WHEREAS, the State Department of Economic and Community Development has advised the City of Petal that it is a requirement of Community Development Block Grant recipients to comply with Public Law 101-144 by adopting and enforcing a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations; and

WHEREAS, the Mayor and Aldermen of the City of Petal, Mississippi, deem it in the best interest of the citizens of the City of Petal to comply with such grant requirements.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Petal that the foregoing policy be adopted and enforced:

The City of Petal hereby prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations.

RESOLVED, this the 19th day of August, 1999.

THE CITY OF PETAL

BY: 

Mayor Jack Gay

ATTEST:


Priscilla Daniel, City Clerk

EXHIBIT "E"

FAIR HOUSING RESOLUTION
COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT PROJECT NUMBER 99-295-ED-IF01

WHEREAS, the Mayor and Aldermen of the City of Petal has applied for and received grant funds under the Community Development Block Grant Program from the State of MS, and

WHEREAS, the rules and regulations governing the Community Development Block Grant Program require that grant recipients recognize and adhere to Title VIII of the Civil Rights Act of 1968 (The Federal Fair Housing Act) and the Fair Housing Amendment, Act of 1988, and

WHEREAS, the aforementioned Acts provide for equal opportunity for all Americans in the sale, rental and financing of housing and prohibit housing discrimination of the basis of race, color, religion, sex, age, national origin, or handicap; and,

WHEREAS, the Mayor and Aldermen of the City of Petal recognize the existence of the Federal Fair Housing Acts and desires to adhere to the requirements and provisions of the Acts,

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

The Mayor and Aldermen fully support the intent and purpose of the Federal Fair Housing Act and urges all citizens and institutions, public and private to fully support the Federal Fair Housing Acts.

RESOLVED this the 19th day of August, 1999.

THE CITY OF PETAL


Jack Gay, Mayor

ATTEST:


Priscilla Daniel, City Clerk

EXHIBIT "F"

RESOLUTION
ADOPTING STANDARDS OF CONDUCT AND PROCUREMENT
FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
ECONOMIC DEVELOPMENT PROJECT NUMBER 99-295-ED-IF01

WHEREAS, from time to time the City of Petal receives Federal funds from Housing and Urban Development (HUD) through the Governor's Office of Federal-State Programs, Department of Community Development; and


WHEREAS, the Department of Community Development has advised the City of the acceptable "Standards of Conduct" for CDBG recipients; and

WHEREAS, the Mayor and Aldermen of the City is interested in following sound business practices, prescribed standards of conduct, and CDBG requirements for the purpose of protecting CDBG grant funds as well as those who administer the program.

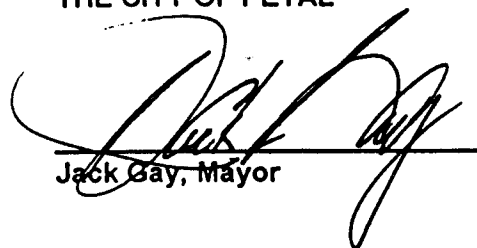
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Aldermen of the City of Petal that the attached hereto "Standards of Conduct" be adopted and strictly adhered to in the implementation of all Community Development Block Grant programs of the City.

RESOLVED, this the 19th day of August, 1999.

ATTEST:


Priscilla Daniel, City Clerk

THE CITY OF PETAL


Jack Gay, Mayor

THIS

PAGE

LEFT

BLANK

INTENTIONALLY