

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI AT 7:00 P.M. ON DECEMBER 7, 1999 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 LEROY SCOTT
OTHERS	W.H. CAMPBELL CARL EVANS NETTIE FARRIS RODNEY JARRELL

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

THE INVOCATION WAS OFFERED BY W. H. CAMPBELL.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR GAY PRESENTED THE AGENDA.

THEREUPON, ALDERMAN HOLBROOK MADE A MOTION THAT THE AGENDA BE ACCEPTED. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED THE MINUTES OF NOVEMBER 16, 1999 TO THE BOARD OF ALDERMEN.

THEREUPON, ALDERMAN LANGFORD MADE A MOTION THAT THE MINUTES BE ACCEPTED AS WRITTEN. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY CALLED FOR PUBLIC COMMENT.

THEREUPON, W. H. CAMPBELL ASKED IF THE CITY COULD DO SOMETHING ABOUT THE BURNING OF LEAVES IN THE CITY.

THEREUPON, MAYOR GAY SAID THAT THE FIRE DEPARTMENT WILL ADDRESS THE PROBLEM IF CONTACTED.

WHEREAS, CARL EVANS PRESENTED A PETITION CONCERNING THE CLOSING OF THE E. HARDY STREET BRIDGE FOR PAINTING. MR. EVANS STATED THAT THE SMALL BUSINESSES ON BOTH THE HATTIESBURG AND PETAL SIDES OF THE BRIDGE ARE OPPOSED TO THE CLOSING. MR. EVANS STATED THAT THE CONTRACTOR COULD WORK ON THE BRIDGE AT NIGHT AND LEAVE IT OPEN IN THE DAY. MR. EVANS STATED THAT HE WOULD LIKE THE FOR THE BOARD TO SUPPORT THEIR POSITION WHEN IT IS PRESENTED TO THE FORREST COUNTY BOARD OF SUPERVISORS.

**THEREUPON, ALDERMAN HINTON STATED THAT HE HAD NO PROBLEM SUPPORTING THE THEIR POSITION, BUT THE BUSINESSES NEED TO UNDERSTAND THAT THIS IS NOT A CITY PROJECT BUT A FORREST COUNTY PROJECT.**

**WHEREAS, MAYOR GAY STATED THAT A HEARING DATE NEEDS TO BE SET FOR 200 AZALEA DR TO DETERMINE THE STATE OF THE PROPERTY.**

**THEREUPON, ALDERMAN HINTON MADE A MOTION TO SET THE HEARING FOR JANUARY 4, 2000 AT 6:15 P.M. IN THE BOARD ROOM OF CITY HALL. ALDERMAN SCOTT SECONDED THE MOTION.**

**THOSE PRESENT AND VOTING "YEA"**

**ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
ALDERMAN LEROY SCOTT**

**THOSE PRESENT AND VOTING "NAY"**

**NONE**

**WHEREAS, MAYOR GAY REQUESTED AUTHORIZATION TO RECEIVE QUOTES FOR THE CUTTING AND REMOVAL OF THE TREE AT 412 MCINNIS STREET.**

**THEREUPON, ALDERMAN SCOTT MADE A MOTION TO TAKE THIS UNDER ADVISEMENT. ALDERMAN HOLBROOK SECONDED THE MOTION.**

**THOSE PRESENT AND VOTING "YEA"**

**ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
ALDERMAN LEROY SCOTT**

**THOSE PRESENT AND VOTING "NAY"**

**NONE**

**WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING PROOF OF PUBLICATION:**

**A) ORDINANCE 1979 (42-A107)**

**THEREUPON, ALDERMAN HOLBROOK MADE A MOTION THAT THE FOREGOING PROOF OF PUBLICATION BE ACCEPTED AND FILED. ALDERMAN HINTON SECONDED THE MOTION.**

**THOSE PRESENT AND VOTING "YEA"**

**ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
ALDERMAN LEROY SCOTT**

**THOSE PRESENT AND VOTING "NAY"**

**NONE**

**WHEREAS, MAYOR GAY STATED THAT A HEARING DATE BE SET FOR MAURICE D. CARLISLE, JR.'S PROPERTY LOCATED AT 207 ARK LANE TO DETERMINE THE STATE OF CLEANLINESS OF THE PROPERTY.**

**THEREUPON, ALDERMAN SCOTT MADE A MOTION TO SET THE DATE FOR THE PUBLIC HEARING FOR JANUARY 4, 2000 AT 6:30 P.M. ALDERMAN HOLBROOK SECONDED THE MOTION.**

**THOSE PRESENT AND VOTING "YEA"**

**ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
ALDERMAN LEROY SCOTT**

**THOSE PRESENT AND VOTING "NAY"**

NONE

WHEREAS, MAYOR GAY STATED THAT A PUBLIC HEARING WILL HAVE TO BE HELD FOR THE PLANING COMMISSION TO PRESENT AND REVIEW THE TEXT CHANGE TO ORDINANCE 1979 (42) CONCERNING THE ZERO LOT LINES.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO SET THE HEARING DATE FOR JANUARY 11, 2000 AT 7:00 P.M. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY STATED THAT IT WOULD BE NECESSARY TO ADVERTISE FOR THE TERM CONTRACT BIDS FOR THE SANITARY AND STORM SEWER CONSTRUCTION AND REPAIRS.

THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR THE TERM CONTRACT BIDS FOR THE SANITARY AND STORM SEWER CONSTRUCTION AND REPAIRS. ALDERMAN LANGFORD SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED CLAIMS # 54364-55227 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS.

THEREUPON, ALDERMAN LANGFORD MADE A MOTION TO PAY CLAIMS # 54364 - 55227 OF THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS. ALDERMAN HOLBROOK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING ADMINISTRATIVE AGREEMENT BETWEEN THE CITY OF PETAL AND JIMMY GOURAS FOR THE 2000 CDBG GRANT APPLICATION.

SEE EXHIBIT "A"

ADMINISTRATIVE AGREEMENT

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

THOSE PRESENT AND VOTING "YEA"

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

**THOSE PRESENT AND VOTING "NAY"**

**NONE**

**WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM CHIEF JARRELL TO SEND SGT BRYAN MORSE TO THE GLOCK ARMOR SCHOOL IN GEORGIA DECEMBER 14, 1999.**

**THEREUPON, ALDERMAN SCOTT MADE A MOTION TO AUTHORIZE SGT MORSE TO ATTEND THE SCHOOL AND TO PAY HIS EXPENSES. ALDERMAN HOLBROOK SECONDED THE MOTION.**

**THOSE PRESENT AND VOTING "YEA"**

**ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
ALDERMAN LEROY SCOTT**

**THOSE PRESENT AND VOTING "NAY"**

**NONE**

**WHEREAS, MAYOR GAY REQUESTED PERMISSION TO ATTEND THE MISSISSIPPI ECONOMIC DEVELOPMENT CONFERENCE IN JACKSON JANUARY 12-13, 2000.**

**THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE MAYOR TO ATTEND THE MEDC CONFERENCE AND TO PAY HIS EXPENSES. ALDERMAN LANGFORD SECONDED THE MOTION.**

**THOSE PRESENT AND VOTING "YEA"**

**ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
ALDERMAN LEROY SCOTT**

**THOSE PRESENT AND VOTING "NAY"**

**NONE**

**WHEREAS, MAYOR GAY REQUESTED THE WISHES OF THE BOARD CONCERNING THE MISSISSIPPI MUNICIPAL LEAGUE'S MID-WINTER CONFERENCE IN JACKSON, JANUARY 18-20, 2000.**

**THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE THE CITY OFFICIALS TO ATTEND THE MML MID-WINTER CONFERENCE AND TO PAY THEIR EXPENSES. ALDERMAN LANGFORD SECONDED THE MOTION.**

**THOSE PRESENT AND VOTING "YEA"**

**ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
ALDERMAN LEROY SCOTT**

**THOSE PRESENT AND VOTING "NAY"**

**NONE**

**WHEREAS, MAYOR GAY PRESENTED A REQUEST FOR DON NORMAN AND FIRE CHIEF AUBRA EVANS TO ATTEND THE MISSISSIPPI FIRE CHIEF'S CONFERENCE JANUARY 13-15,2000 IN BILOXI, MS.**

**THERERUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE MR. NORMAN AND CHIEF EVANS TO ATTEND THE CONFERENCE AND TO PAY THEIR EXPENSES. ALDERMAN LANGFORD SECONDED THE MOTION.**

**THOSE PRESENT AND VOTING "YEA"**

**ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
ALDERMAN LEROY SCOTT**

**THOSE PRESENT AND VOTING "NAY"**

NONE

WHEREAS, MAYOR GAY PRESENTED THE FOLLOWING RESOLUTION AUTHORIZING PREPARATION AND SUBMITTAL OF THE CDBG APPLICATION FOR THE YEAR 2000.

SEE EXHIBIT "B"

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

THEREUPON, ALDERMAN LANGFORD MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING RESOLUTION. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED THE RATE CHANGE FOR THE YEAR 2000 FROM COMCAST CABLE.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ACKNOWLEDGE THE RECEIPT OF THE 2000 RATE CHANGE FROM COMCAST CABLE. ALDERMAN HOLBROOK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR GAY PRESENTED A REQUEST FROM C.D. DRAUGHN FOR THE CITY TO REIMBURSE HIM FOR THE RENTAL OF A SEWER SNAKE BECAUSE HE THOUGHT THAT THE STOPPED UP SEWER WAS IN HIS LINES AND AS IT TURNED OUT IT WAS IN THE CITY'S LINES.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO REIMBURSE MR. DRAUGHN ONE-HALF OF THE BILL OR \$21.00. ALDERMAN SCOTT SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
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 HOLBROOK MADE A MOTION TO CLEAR THE ROOM TO DETERMINE IF THERE IS A NEED FOR AN EXECUTIVE SESSION. ALDERMAN LANGFORD SECONDED THE MOTION.

**THOSE PRESENT AND VOTING "YEA"**

**ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
ALDERMAN LEROY SCOTT**

**THOSE PRESENT AND VOTING "NAY"**

**NONE**

**MAYOR GAY REOPENED THE MEETING.**

**THEREUPON, ALDERMAN HINTON MADE A MOTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION. ALDERMAN SCOTT SECONDED THE MOTION.**

**THOSE PRESENT AND VOTING "YEA"**

**ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
ALDERMAN LEROY SCOTT**

**THOSE PRESENT AND VOTING "NAY"**

**NONE**

**THEREUPON, ALDERMAN HOLBROOK MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. ALDERMAN LANGFORD SECONDED THE MOTION.**

**THOSE PRESENT AND VOTING "YEA"**

**ALDERMAN WILLIE W. HINTON  
ALDERMAN CHARLES E. HOLBROOK  
ALDERMAN ROBERT F. LANGFORD  
ALDERMAN LEROY SCOTT**

**THOSE PRESENT AND VOTING "NAY"**

**NONE**

**NO OFFICIAL ACTION WAS TAKEN IN THE EXECUTIVE SESSION.**

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

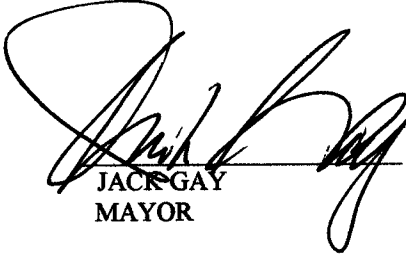
THOSE PRESENT AND VOTING "YEA"

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

THOSE PRESENT AND VOTING "NAY"

NONE


THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR  
AND BOARD OF ALDERMEN WAS ADJOURNED ON THIS THE 7<sup>TH</sup> DAY OF DECEMBER, AD,  
1999.



JACK GAY  
MAYOR

(SEAL)

ATTEST:



PRISCILLA C. DANIEL  
CITY CLERK

EXHIBIT "A"

AGREEMENT  
CONSULTING SERVICES  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT is entered into this the 7th day of December, 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 will apply for 2000 Community Development Block Grant funds, under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City needs application preparation assistance and needs administrative assistance in implementing this Community Development Block Grant Program, Public Facilities project; 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 Project, 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.

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.



EXHIBIT "A"

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 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 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.

3

TITLE IX  
COMPENSATION DUE TO CONSULTANT  
and  
METHOD OF PAYMENT

If the Community Development Block Grant application for the City is not approved and funded, then the City will not be charged for the application services provided by the Consultant.

If the CDBG application is approved and funded, the City agrees to pay the Consultant in two phases:

Phase I will include all services rendered pertaining to application preparation. The fee for application preparation will be \$3,500.

Phase II will include all services rendered pertaining to administration and implementation of a CDBG grant award. This portion of the contract shall become effective only upon execution of a grant agreement between the City and the State of Mississippi. Compensation due to the Consultant for the administration and implementation of a CDBG grant award will be paid by the City in accordance with regulations, policies, guidelines, and requirements of the OMB Circular No. A-102, Revised and OMB Circular A-87. The amount to be paid to the Consultant will be the amount of the administrative funds in the project budget approved by the State of Mississippi and included in the Grant Agreement. It is expressly understood that Phase II will not be performed unless and until a grant agreement is executed by the City.

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 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.

4

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 his performance of this Contract, no part of which shall be employed.

TITLE XIV  
**FINDINGS CONFIDENTIAL**

Any reports, information, data, findings or 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.

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 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.

6

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 7th

day of December, 1999.

WITNESS:

  
Priscilla Daniel, City Clerk

WITNESS:

THE CITY OF PETAL, MISSISSIPPI

  
Jack Gay, Mayor

JIMMY G. GOURAS, URBAN PLANNING  
CONSULTANTS, INC.

EXHIBIT "B"

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 2000 Program; and

WHEREAS, regulations governing the CDBG program allow the utilization of said funds for public facilities improvements including but not limited to infrastructure such as water or wastewater improvements, drainage improvements, public buildings, road/street improvements, or other similar public infrastructure improvements; and

WHEREAS, the Mayor and Aldermen of the City of Petal desire to request CDBG Public Facilities funds from the State of Mississippi in order to improve the quality of life of the citizens; 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 to upgrade public facilities by seeking CDBG Public Facilities funds to serve its citizenry.

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 and directed to submit an application for CDBG Public Facilities Funds, and along with said application, all understandings and assurances contained therein and to provide such additional information as may be required; and
2. 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
3. Jack Gay, Mayor in and of the City of Petal, is hereby authorized to publish the necessary notices of public hearings in accordance with the guidelines governing the CDBG application process; 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 be approved.

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

**YEAS:**

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

**NAYS:**


NONE

The Mayor thereby declared the motion carried and the Resolution adopted on this the 7th day of December, 1999.

ATTEST:

  
Priscilla Daniel, City Clerk

ADOPTED:

  
Jack Gay, Mayor

**THIS**

**PAGE**

**LEFT**

**BLANK**

**INTENTIONALLY**