

BE IT REMEMERED THAT THERE WAS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON APRIL 16, 2002 AT 7:00 P.M. IN THE BOARD ROOM OF SAID CITY.

THOSE PRESENT	MAYOR TONY PHILLIPS
CITY ATTORNEY	THOMAS W. TYNER
ALDERMEN	MICHAEL W. DRAUGHN WILLIE W. HINTON JOE C. MCMURRY, SR STEVE STRINGER WILLIAM A. TRAVIS
OTHERS	TIM WEDGEWORTH MARY WARREN JEFF HOLLIMAN GRADY CROSBY HOLLY RAMBLIN LEA CRAGER AND OTHERS

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

THE INVOCATION WAS OFFERED BY BRO. DAVID GRUMBACH.

THE PLEDGE OF ALLIGIANCE WAS RECITED.

WHEREAS, MAYOR PHILLIPS PRESENTED THE AGENDA WITH THE FOLLOWING CHANGES:

- VIII. OLD BUSINESS
  - 1. APPROVE SEWER CONSTRUCTION FOR ADVANCED BUILDING SPECIALTIES, INC PROJECT
- IX. GENERAL BUSINESS
  - 16. APPROVE \$775.00 TO FIX CLOSET AT CIVIC CENTER
  - 17. APPROVE TO MAKE PAYMENT TO WALMART FOR \$307.89
- X. SEMINARS & TRAVEL
  - 1. DELETED
  - 4. REQUEST FOR ERIC JONES TO ATTEND FIRE ACADEMY SEMINAR
- XI. ORDERS & ORDINANCES
  - 1. RECOMMENDATION TO GIVE JAMES LUCAS A 6 MONTH RAISE @ .50 PER HOUR

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ADOPT THE AGENDA AS AMENDED. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE MINUTES OF THE REGULAR MEETING OF APRIL 2, 2002 AND SPECIAL MEETING OF APRIL 8, 2002.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF APRIL 2, 2002 AND THE MINUTES OF THE SPECIAL MEETING OF APRIL 8, 2002 OF THE MAYOR AND BOARD OF ALDERMEN BE ACCEPTED AS WRITTEN. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR

ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS CALLED FOR PUBLIC COMMENT. THERE WAS NONE.

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM ADVANCED BUILDING SPECIALITIES, INC FOR THE CITY TO RUN SEWER LINE TO THE PROPERTY IN QUESTION ON LEEVILLE ROAD.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ALLOW THE CITY TO RUN 460 FEET (MORE OR LESS) SEWER LINE IF THE PROPERTY IS RE-ZONED R-4, AND THAT IT BE APPROVED BY A LENDER, AND THE PROJECT (BASED ON SET OF 48 UNITS OF APARTMENTS) TO BE CONSTRUCTED BY JOEY MCMURRY BE COMPLETELY APPROVED BEFORE THE CITY CAN COMMIT TO THE PROJECT. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, PASTOR DAVID GRUMBACH ADDRESSED THE BOARD ON THE PARKING LOT DRAINAGE PROBLEM AT PETAL HARVEY BAPTIST CHURCH. BRO GRUMBACH WOULD LIKE TO KNOW WHAT THE CHURCH COULD DO TO WORK WITH THE CITY TO CORRECT THIS PROBLEM.

THEREUPON, ATTORNEY THOMAS W. TYNER'S RECOMMENDATION FOR THE SOLUTION WOULD BE TO GO ACROSS PRIVATE PROPERTY IF WE CAN GET THE APPROPRIATE EASEMENTS. ALDERMAN TRAVIS STATED THAT HE WOULD GO AROUND TO THE PROPERTY OWNERS AND DELIVER THE EASEMENTS FOR SIGNATURES. BRO. GRUMBACH WOULD LIKE TO KNOW IF WE CAN'T GET THE EASEMENTS, WHAT WOULD BE THE OTHER ALTERNATIVE. MR TYNER SUGGESTED THAT HE WOULD WRITE TO THE ATTORNEY GENERAL'S OFFICE WITHIN 3 DAYS AND SEE IF WE CAN GET IT THROUGH EMINENT DOMAIN.

THEREUPON, MAYOR PHILLIPS STATED THAT THE ENGINEER, SHOWS, DEARMAN, AND WAITS, INC, HAD TWO SOLUTIONS TO THE PROBLEM, ONE BEING GOING DOWN COCHRAN STREET IN FRONT OF ALL THE HOMES LOCATED ON THE ROAD AND THE OTHER IS TO TAKE OUT THE 90 DEGREE TURNS, GO STRAIGHT, AND GO ON PRIVATE PROPERTY BEHIND ALL THE HOMES TO THE MAIN DITCH.

WHEREAS, MARY WARREN ADDRESSED THE BOARD ON BEHALF OF THE LETTER SENT TO HER FOR THE WARREN'S TO MOVE THE TRAILER AT 314 BAKER STREET WITHIN 30 DAYS

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM MARY WARREN TO STOP THE THIRTY DAY NOTICE ON THE REMOVAL OF THE MOBILE HOME LOCATED AT 314 BAKER STREET.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO TAKE THIS UNDER ADVISEMENT AND TO STOP THE CLOCK AT SEVEN DAYS ON THE THIRTY DAY NOTICE UNTIL THE NEXT BOARD MEETING ON MAY 7, 2002. THERE SHOULD BE A DECISION RENDERED ON WHETHER OR NOT TO PROCEED AS STATED AT A 23 DAY REMAINING ON THE ORIGINAL THIRTY DAY NOTICE AND/OR CANCEL THE ISSUE ALL TOGETHER. THAT WAS SENT TO DANIEL AND MARY WARREN. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN WILLIE W. HINTON  
ALDERMAN WILLIAM A TRAVIS

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM CHIEF LEE SHELBOURN TO TAKE DISCIPLINARY ACTION ON A POLICE OFFICER TO GIVE THE OFFICER 5 DAY SUSPENSION WITHOUT PAY AND BE PUT ON SIX MONTHS PROBATION PERIOD.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TAKE DISCIPLINARY ACTION AS TO OFFICER KELLY COURTNEY BY GIVING HER FIVE DAYS OFF WITHOUT PAY AND BE PUT ON SIX MONTHS PROBATION. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM CHIEF LEE SHELBOURN TO TAKE DISCIPLINARY ACTION ON A DISPATCHER, TO GIVE THE DISPATCHER 3 DAYS OFF WITHOUT PAY.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO TAKE DISCIPLINARY ACTION AS TO DISPATCHER LINDA GOODWIN BY GIVING HER 3 DAYS SUSPENSION WITHOUT PAY. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM CHIEF LEE SHELBOURN TO INCREASE THE POLICE PETTY CASH TO \$1,555.00

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO INCREASE THE PETTY CASH IN THE AMOUNT OF \$1,555.00 POLICE DEPARTMENT WITH THE PROCEEDS FROM THE DONATIONS FOR THE 2003 CALENDARS. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

ALDERMAN WILLIE W HINTON

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO PURCHASE A \$150.00 AD FROM THE AMERICAN LEGION AUXILIARY FOR THE BOYS STATE PROGRAM.

NO ACTION TAKEN.

WHEREAS, MAYOR PHILLIPS REQUESTED APPROVAL OF THE APPLICATION TO APPLY FOR A 80/20 GRANT FROM THE MS TRANSPORTATION COMMISSION FOR A NEW SENIOR CITIZEN/HANDICAP BUS.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION FOR THE MAYOR TO EXECUTE THE APPLICATION FOR THE GRANT FOR THE SENIOR CITIZEN/HANDICAP BUS. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

ALDERMAN JOE C MCMURRY, SR

WHEREAS, MAYOR PHILLIPS PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MARCH, 2002.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MARCH, 2002. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING FROM THE STATE OF MISSISSIPPI GOVERNOR'S OFFICE PROCLAIMING APRIL 29, 2002 BE OBSERVED AS A LEGAL HOLIDAY, CONFEDERATE MEMORIAL DAY.

SEE EXHIBIT "A"

CONFEDERATE MEMORIAL DAY

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO APPROVE THE FOREGOING ORDER. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN WILLIE W HINTON  
ALDERMAN WILLIAM A TRAVIS

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM JIM HULSEY TO REIMBURSE HIM FOR A CAR WASH DUE TO THE CITY GROUNDSKEEPER BLOWING GRASS AND DIRT ON TO HIS VEHICLE.

NO ACTION TAKEN.

WHEREAS, MAYOR PHILLIPS PRESENTED AN AGREEMENT FOR THE CITY TO UTILIZE FEDERAL FUNDS THAT COME THROUGH MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

SEE EXHIBIT "B"

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT WITH MISSISSIPPI DEPARTMENT OF TRANSPORTATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO PAY SHOWS, DEARMAN, AND WAITS, INC IN THE AMOUNT OF \$3070.30 WALMART IMPROVEMENTS INVOICE #12575.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO ACCEPT THE INVOICE TO BE PAID TO SHOWS, DEARMAN, AND WAITS, INC., FOR \$3,070.30 WALMART IMPROVEMENTS. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO SET A PUBLIC HEARING DATE FOR MOBILE HOME ORDINANCE REVIEW.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO SET THE PUBLIC HEARING DATE MAY 9<sup>TH</sup>, 2002 AT 7:00 P.M. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM THE PLANNING COMMISSION TO ZONE THE WESTERN ANNEXED AREA AS I-1(LIGHT INDUSTRIAL).

NO ACTION TAKEN.

WHEREAS, MAYOR PHILLIPS PRESENTED THE REVENUE AND EXPENDITURES REPORT FOR THE MONTH OF MARCH 2002.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF MARCH 2002. ALDERMAN MCMURRY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM DEBORAH REYNOLDS AT THE CIVIC CENTER TO HAVE THE CLOSET REPAIRED AT THE CIVIC CENTER FOR \$775.00 MAXIMUM.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO APPROVE BILLY SMITH TO DO THE WORK AT THE CIVIC CENTER FOR \$775.00 MAXIMUM AND UPON COMING TO THE BOARDROOM AND FIXING THE CEILING. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO PAY INVOICES AT PETAL WAL-MART FOR \$307.89 THAT IS PAST DUE.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO PAY THE INVOICES AT PETAL WAL-MART FOR \$307.89. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR MICHAEL REED TO ATTEND THE MS PROSECUTOR'S ASSOCIATION CONFERENCE ON APRIL 24-25, 2002 IN GULFPORT, MS.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO AUTHORIZE MICHAEL REED TO ATTEND THE MS PROSECUTOR'S ASSOCIATION CONFERENCE ON APRIL 24-25, 2002 IN GULFPORT, MS AND TO PAY HIS EXPENSES. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM CHIEF LEE SHELBOURN TO ATTEND THE MISSISSIPPI ASSOCIATION OF CHIEFS OF POLICE SUMMER CONFERENCE ON MAY 27-31, 2002 IN BILOXI, MISSISSIPPI.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO AUTHORIZE CHIEF SHELBOURN TO ATTEND THE MISSISSIPPI ASSOCIATION OF CHIEFS OF POLICE SUMMER CONFERENCE ON MAY 27-31, 2002 IN BILOXI, MISSISSIPPI AND TO PAY HIS EXPENSES. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR ERIC JONES TO ATTEND THE FIRE SERVICE INSTRUCTOR 1041-I AT THE FIRE ACADEMY IN JACKSON, MS ON MAY 6-17, 2002.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE ERIC JONES TO ATTEND THE FIRE SERVICES INSTRUCTOR 1041-I COURSE AND TO PAY HIS EXPENSES. ALDERMAN TRAVIS SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A RECOMMENDATION FROM DEBORAH REYNOLDS TO GIVE JAMES LUCAS A SIX MONTH RAISE OF .50 PER HOUR.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO GIVE JAMES LUCAS A .24 PER HOUR RAISE ON HIS SIX MONTHS. MOTION DIED DUE TO LACK OF SECOND.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN. ALDERMAN TRAVIS SECONDED THE MOTION.

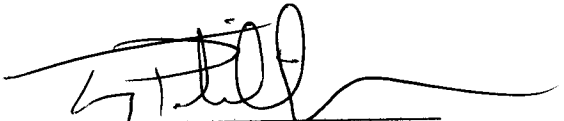
THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN  
ALDERMAN WILLIE W HINTON  
ALDERMAN JOE C MCMURRY, SR  
ALDERMAN STEVE STRINGER  
ALDERMAN WILLIAM A TRAVIS

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 16<sup>TH</sup> DAY OF APRIL, A.D., 2002.

  
\_\_\_\_\_  
TONY PHILLIPS  
MAYOR

ATTEST:

(SEAL)


  
\_\_\_\_\_  
JEAN ISHEE  
CITY CLERK

EXHIBIT "A"

**TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:**

WHEREAS, the Legislature has designated the last Monday in April as the day for the observance of **CONFEDERATE MEMORIAL DAY** and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

**MONDAY, APRIL 29, 2002**

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 19th day of March, 2002.



*Eric Clark*

ERIC CLARK  
SECRETARY OF STATE  
STATE OF MISSISSIPPI



EXHIBIT "B"

GENERAL AGREEMENT  
FOR  
LOCAL PUBLIC AGENCY PROJECTS

This AGREEMENT made by and between the MISSISSIPPI TRANSPORTATION COMMISSION, by and through the duly authorized Executive Director of the Mississippi Department of Transportation, hereinafter referred to as the *MDOT* and the City of Petal, Forrest County, Mississippi, the LOCAL PUBLIC AGENCY, hereinafter referred to as the *LPA*, for the purpose of establishing the agreed conditions under which the *LPA* may utilize Surface Transportation Program (STP) Funds, National Highway System Intermodal Connector Improvement Program (ICIP) Funds, Intelligent Transportation Systems (ITS) Funds, Transportation Enhancement (TE) Funds or any other funds administered by the Federal Highway Administration, hereinafter referred to as Federal Funds, that may be provided by the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) and subsequent acts.

PROJECT DESCRIPTION: Project and project funding are described in the approved Project Activation Request with approved amendments, if any, and attached approved RWD 700 (*LPA* Roadway Design Related Data) and/or RWD 800 (*LPA* Non-Roadway Design Related Data), hereinafter referred to as the PROJECT.

WHEREAS, it is understood that procedures presented herein are general in nature with details and specific requirements contained in the *MDOT* Project Development Manual for Local Public Agencies; and

WHEREAS, the *LPA* has proposed PROJECT(S) to construct, reconstruct and/or improve traffic services on certain streets or make other transportation related improvements utilizing Federal Funds as allocated to the *LPA* by the *MDOT*; and

WHEREAS, the *MDOT* has allocated a specific amount of Federal Funds to the *LPA* in accordance with the procedures for distribution and intends to allocate additional Federal Funds as these funds become available; and

WHEREAS, the allocated Federal Funds may be used for funding approved PROJECT(S) using the maximum allowable funding ratio unless such participation would result in an amount greater than the total *LPA* allocation at which time the Federal participation ratio will be reduced accordingly so that the total *LPA* allocation will not be exceeded.

NOW THEREFORE, it is mutually agreed that:

EXHIBIT "B"

I. GENERAL:

**SECTION 1. PROHIBITED INTEREST** No member, officer or employee of the *LPA* or *MDOT* during his/her tenure or one (1) year thereafter shall have any interest, direct or indirect, in this AGREEMENT or the proceeds therefrom other than those interests set forth herein.

**SECTION 2. TERMINATION** The *MDOT* shall have the right to terminate this AGREEMENT with fifteen (15) days written notice if the *LPA* fails to comply with their obligations as provided herein. The *LPA* shall have the right to terminate this AGREEMENT with fifteen (15) days written notice if circumstances beyond the control of the *LPA* prohibit the *LPA* from complying with their obligations as provided herein. The AGREEMENT may be terminated at any time by mutual written consent of the *LPA* and *MDOT*.

II. THE LPA WILL FOR EACH PROJECT:

**SECTION 1.** Initiate any proposed PROJECT in accordance with the *MDOT* Project Development Manual for Local Public Agencies. The *LPA* must initiate Public Involvement programs early in the PROJECT initiation process in order to assure maximum participation on the part of the public, including minority and low-income communities, in the selection and development of the PROJECT.

**SECTION 2.** The *LPA* may choose to participate in the *MDOT* Special Match Credit Program. This program is outlined in the *MDOT* Project Development Manual for Local Public Agencies. If the *LPA* does wish to participate, the Chief Elected Official of the *LPA* must indicate such intent in the Project Activation Request. The *LPA* must insure compliance with the *MDOT Consultant Selection Standard Operating Procedures* for all professional services for the PE and ROW Phases and must obtain all real properties and easements in accordance with procedures required by Federal and State laws and regulations. The *LPA* must deposit with the *MDOT* all matching funds above the Special Match Credit if required. Credit in excess of the 20% percent match will not be allowed. *LPA* projects for which the Federal Highway Administration allows 100% federal funds for construction with no local match are not eligible for the *MDOT* Special Match Credit Program.

**SECTION 3.** If the *LPA* plans to utilize consultant(s) in any phase(s) of the PROJECT and wishes to have such costs eligible as part of the *MDOT* Special Match Credit Program for construction and/or for construction engineering for construction, consultant selection procedures must be in conformance with the *MDOT Consultant Selection Standard Operation Procedures*.

**SECTION 4.** Prepare and submit the Project Activation Request and RWD-700/RWD-800 forms, as applicable, for the activation of any project in accordance with the *MDOT* Project Development Manual for Local Public Agencies.

**SECTION 5.** After notification of Project Activation Request approval, make necessary field surveys and prepare plans. The total cost for field surveys and preparation of plans will be borne by the *LPA*; however, the *LPA* may request that such costs be eligible as part

**EXHIBIT "B"**

of the *MDOT* Special Match Credit Program. No expenditures for work performed prior to Project Activation Request approval will be eligible for reimbursement or *LPA* Special Match Credit.

**SECTION 6.** Prepare environmental documents in accordance with the *MDOT* Project Development Manual for Local Public Agencies and submit to *MDOT* for review and approval. After *MDOT's* review, the *LPA* shall offer opportunity for, and conduct public hearings when required; coordinate with plans of other agencies; and all related preliminary requirements. *LPA* outlays for the environmental process may be eligible for the *MDOT* Special Match Credit Program.

**SECTION 7.** After approval of the environmental document the *LPA* may proceed using *LPA* forces or consultants, to prepare right-of-way plans, maps and deeds; abstract titles; make right-of-way appraisals; make appraisal review; acquire all right-of-way as required for construction of the PROJECT; relocate or adjust utilities; enter into agreements for any railroad work required; prepare right-of-way stage relocation plan; provide relocation assistance to all families, farms or business enterprises, etc. that are required to relocate as a result of the PROJECT. These procedures will be performed in accordance with procedures in the *MDOT* Project Development Manual for Local Public Agencies. The total cost for right-of-way and associated work will be borne by the *LPA*; however, the *LPA* may request that such costs be eligible as part of the *MDOT* Special Match Credit Program.

**SECTION 8.** Should the *LPA* desire Federal-aid participation in construction engineering to be performed by the *LPA* forces, the methods and rates of compensation for construction engineering services will be in accordance with normal *LPA* methods and rates. If the *LPA* desires Federal-aid participation in construction engineering using a Professional Engineer or an Architectural Consultant, the methods and rate of compensation for construction engineering services performed must be established in the form of an agreement between the *LPA* and the consultant firm. Individual hourly time charges to the project for construction engineering work performed by an *LPA* employee or consultant employee must be properly documented, and statements of these charges must be furnished to the *MDOT* with monthly estimates. Total construction engineering charges exceeding fifteen percent (15%) of the total construction cost are not eligible for Federal-aid participation. All charges determined to be Federal-aid non-participating shall be borne by the *LPA*.

**SECTION 9.** The *LPA* will prepare and bear the cost of other miscellaneous documents required as part of the PROJECT development, such as soil surveys, pavement type selections and designs, design exception requests, requests for the use of proprietary items or *LPA* forces or equipment for public interest findings, signal operation plans, etc. The *LPA* will also have technicians and equipment to perform testing on the PROJECT certified per *MDOT's* Standard Operating Procedure. The total cost for such work will be borne by the *LPA*; however, the *LPA* may request that such costs be eligible as part of the *MDOT* Special Match Credit Program.

**SECTION 10.** The *LPA's* Professional Engineer or Architect will prepare the Plans, Specifications and Estimate Assembly (PS&E Assembly) in accordance with the *MDOT* Project Development Manual for Local Public Agencies. Once completed, three (3) sets of the PS&E Assembly must be submitted to the *MDOT* District representative.

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11/13/2001

**SECTION 11.** After award of contract and prior to beginning construction, the *LPA* is responsible for the coordination of a preconstruction conference with all parties to the contract in attendance to include the project engineer/architect, the prime contractor, subcontractor(s) and utility companies. The conference should address any problem with utility conflicts and should direct the contractor's attention to important contract provisions such as Equal Employment Opportunity and Disadvantaged Business Enterprise requirements, safety meetings, sub-contracting, contract time, Mississippi Department of Environmental Quality requirements, and any unusual construction requirements. Minutes shall be prepared and distributed by the *LPA* in accordance with the *MDOT* Project Development Manual for Local Public Agencies.

**SECTION 12.** Upon receipt of authority to advertise for bids from the *MDOT*, the *LPA* may proceed with the advertisement, receipt of bids and opening and approval of bids in accordance with the *MDOT* Project Development Manual for Local Public Agencies. Any PROJECT lying within the boundaries of an *Urbanized Area* and involving an increase in costs over previously approved costs must have the concurrence of the *Metropolitan Planning Organization* (MPO). The *LPA* must request *MDOT* concurrence in the award of the contract (to award, to reject, or to reject and re-advertise). Once concurrence in the award of the contract has been made by *MDOT* the *LPA* may proceed with the award of the contract with the contractor.

**SECTION 13.** Following *MDOT* concurrence in the award of the contract and the deposit of the required *LPA* matching funds, the *LPA* can execute the contract with the contractor and issue a Notice to Proceed to the contractor. Eight (8) copies of the complete proposal and contract documents must be forwarded to the *MDOT* in accordance with the *MDOT* Project Development Manual for Local Public Agencies. The *LPA* may elect to either deposit the full amount of required *LPA* matching funds or deposit only one-third (1/3) of the required *LPA* matching funds with the *MDOT*. If the *LPA* elects to make the partial deposit, an additional one-third (1/3) must be deposited before or with the first construction progress estimate to be paid by *MDOT* with the remaining balance deposited with the next construction progress estimate.

**SECTION 14.** The *LPA* will employ or retain a registered Professional Engineer or Architect, as appropriate, as the *LPA* Engineer/Architect to act for and on behalf of the *LPA* to be responsible for all construction engineering activities. Other competent technical assistance will be employed by the *LPA* as deemed necessary to assist the *LPA* Engineer/Architect. The *LPA* shall provide the *MDOT* District Engineer and *MDOT* Contract Administration Engineer with the name, title and position of the full time *LPA* employee to be the responsible Project Manager and the name, title, and position of either the full time *LPA* employee or consultant, as applicable, to be the Professional in responsible charge of supervising the PROJECT. If the *LPA* retains a consulting engineer or architect as the *LPA* Project Engineer/Architect, he/she will be responsible for all construction engineering activities, but such activities will be under the direct control of the *LPA* employee assigned by the *LPA*. If the *LPA* has a full-time publicly employed registered Professional Engineer/Architect on staff, the *LPA* may assign the *LPA* Engineer/Architect as the Project Engineer/Architect to be in responsible charge and direct control of the PROJECT.

**EXHIBIT "B"**

**SECTION 15.** If any change to the contract is proposed (such as in contract time, a basic change to the plans due to error or omission, etc.) a Supplemental Agreement will be required between the contractor and the LPA. The LPA must verify availability of Federal Funds through the MDOT Planning Division for any increase in cost prior to execution of a Supplemental Agreement. A Supplemental Agreement must include complete documentation of the necessity for the change and/or benefit to be derived from it. If the change is purely contractual, the contractual basis for the change shall be cited. Any PROJECT lying within the boundaries of an *Urbanized Area* and involving an increase in costs over previously approved costs must have the concurrence of the *Metropolitan Planning Organization* (MPO). The MPO must also be furnished a copy of any Supplemental Agreement even if the cost does not increase.

**SECTION 16.** Changes to plan quantities may require preparation of a Quantity Adjustment. Minor changes that may be considered field adjustments necessary to carry out the intent of the plans, such as adjusted pipe lengths, minor adjustments of structures, and other items of a similar nature will not ordinarily require a Quantity Adjustment. If an accumulation of minor changes results in a total PROJECT cost exceeding the PROJECT Agreement cost estimate, changes must be combined and submitted on one Quantity Adjustment to allow the MDOT to modify the PROJECT Agreement with FHWA. Any PROJECT lying within the boundaries of an *Urbanized Area* and involving an increase in cost over the previously approved cost must have the concurrence of the MPO. The MPO must also be furnished a copy of the Quantity Adjustment.

**SECTION 17.** The LPA will provide for the sampling and testing of all materials to be used in the construction prior to the incorporation in the work and certify to the MDOT that all materials used meet the requirements of the plans and specifications. This certification will be based upon test reports and manufacturer's certificates and/or certified test reports as applicable as set forth in MDOT Standard Operating Procedure TMD-20-04-00-000. These reports must be maintained on file by the LPA Engineer/Architect in accordance with the MDOT Project Development Manual for Local Public Agencies.

**SECTION 18.** The LPA will prepare and certify PROJECT monthly estimates of the work completed in accordance with the MDOT Project Development Manual for Local Public Agencies.

**SECTION 19.** The LPA will comply with any MDOT or FHWA requirements for project reporting and/or evaluation. Such reports and/or evaluation will conform to the required MDOT or FHWA format and must be submitted in accordance with the time schedule established by the MDOT or FHWA.

**SECTION 20.** Once all work has been substantially completed the LPA Engineer /Architect will request a final inspection through the MDOT District Engineer in accordance with the MDOT Project Development Manual for Local Public Agencies. Once the final inspection has determined that all work is satisfactory the MDOT will issue a letter for release of maintenance responsibility to the LPA which will, in turn, issue a similar letter for release of maintenance responsibility to the contractor.

**SECTION 21.** As early as possible after completion of all work but not later than one (1) year after release of maintenance, the LPA must request MDOT final acceptance in

accordance with the MDOT Project Development Manual for Local Public Agencies. No further LPA Project Activation Requests for LPA projects will be approved until all such completed LPA projects have obtained MDOT final acceptance.

**SECTION 22.** The LPA shall maintain and operate or provide for the maintenance and operation of the completed PROJECT. No changes will be made to the completed PROJECT which would alter the approved definition of the PROJECT or which would affect traffic and/or traffic control on the PROJECT without the prior approval of the MDOT. The LPA understands that failure to fulfill this responsibility in regard to maintenance of the PROJECT, its operation or regulation will disqualify the LPA from receiving any Federal Funds until such time as the deficiencies are corrected to the satisfaction of the MDOT and the Federal Highway Administration.

**SECTION 23.** The LPA shall meet the audit requirements of OMB Circular A-133, *Audit of States, Local Governments and Non-Profit Organizations*. An audit will be required in accordance with the said Circular if the LPA expends \$300,000.00 or more in Federal Funds during the LPA's fiscal year. If an audit is required, the audit report must be submitted to the MDOT within thirty (30) days after the receipt of the LPA Certified Public Accountant's audit report or nine (9) months after the end of the audit period, whichever is earlier. In any event, PROJECT accounting records, payrolls, documents, papers and other necessary data to support PROJECT costs will be maintained on file by the LPA for at least three (3) years from the date of payment of the final estimate and may be audited by representatives of the MDOT, the Federal Highway Administration and any other authorized representative of the Federal Government or the State of Mississippi, and copies thereof will be furnished if requested. MDOT costs for any such audit will be charged to the PROJECT.

**SECTION 24.** To the extent allowed by State law, the LPA will assume all responsibility for and save the MDOT harmless from any suits, actions or claims of any character, brought for or on account of any injuries or damages, received or sustained by any person, persons or property, growing out of any action or omission to act in the conduct of this PROJECT.

**SECTION 25.** During the performance of this AGREEMENT, the LPA and the MDOT agree as follows:

(a) **Compliance with Regulations:** The LPA and the MDOT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and nondiscrimination in programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, 23 CFR 710.405(b), hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this AGREEMENT.

(b) **Nondiscrimination:** The LPA, with regard to the work performed by it after award and prior to completion of the AGREEMENT, shall not discriminate on the grounds of race, color, national origin, sex, age or handicap/disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS. In addition, the LPA will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405(b).

EXHIBIT "B"

(c) Equal Employment Opportunity: The LPA understands that the MDOT is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability or any other discrimination made unlawful by Federal, state or local laws. All such discrimination is unlawful and the LPA agrees that, during the term of the AGREEMENT, the LPA will strictly adhere to this policy in employment practices and provision of services.

(d) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, religion, color, national origin, sex, age or handicap/disability.

(e) Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The LPA shall report all suspected or reported violations to the MDOT.

(f) Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. Contractors shall also be required to pay wages not less often than once a week.

(g) Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(h) Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

(i) Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165).

(j) Disadvantaged Business Enterprises (DBE): It is the policy of the MDOT to comply with the requirements of 49 CFR 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, LPA and any sub-recipient or sub-contractor shall comply with the MDOT DBE Programs for United States Department of Transportation Assisted Contracts".

1) Neither the LPA, nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this AGREEMENT. The LPA shall carry out applicable requirements of 49 CFR 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the LPA to carry out those requirements is a material breach of the AGREEMENT which may result in the termination of this AGREEMENT or such other remedies as the MDOT deems appropriate.

2) The LPA approves and adopts the MDOT DBE Program currently in effect, which is incorporated into this AGREEMENT as if written herein. It is fully understood that the current program has been approved by the Federal Highway Administration and modifications to the program may be required from time to time by Federal Authority. In such case, sub-grants of Federal Funds to the LPA through the MDOT shall be contingent upon the LPA approving and adopting all modifications required by Federal Authority upon notification and receipt of the modifications from the MDOT.

3) The LPA will approve and incorporate the MDOT's current specifications on the subject disadvantaged business enterprise which is a part of the DBE Program.

4) The LPA will designate and adequately fund a liaison officer as well as such support staff as may be necessary and proper to administer the DBE program and furnish the MDOT a description of the authority, responsibilities and duties of the liaison officer and support staff.

5) The LPA will allow access by representatives of the MDOT and the Federal Highway Administration to all parts of the work records documentation as related to the implementation and monitoring of provisions of the DBE Program and specifications.

6) Any contract between the LPA and a contractor or consultant shall contain the language of this section, and shall require the same to be included in any and all subcontracts. In addition, the agreement between the LPA and a contractor or consultant shall require prompt payment to all subcontractors or material suppliers for all monies due, within fifteen (15) calendar days after receiving payment from the MDOT.

EXHIBIT "B"

SECTION 1. MDOT Planning Division will assist the LPA in the determination of eligibility of proposed projects, will provide guidance in the procedures for initiation and activation of projects and will incorporate selected/eligible projects into the Statewide Transportation Improvement Program.

SECTION 2. The MDOT Planning Division will assist the LPA in determining the functional classification for roadway projects and will review and process LPA Project Activation Requests and accompanying RWD-700 and/or RWD-800 Design Related Data. The MDOT Planning Division will also notify the LPA of the approval of the Project Activation Request and RWD-700/RWD-800 (subject to correction of comments, if any) and will advise the LPA of the project number assigned to the PROJECT

SECTION 3. If requested by the LPA, the MDOT will furnish guidance in accomplishing all requirements of the preliminary engineering and right-of-way phase, including all public hearing requirements and environmental requirements

SECTION 4. The MDOT Environmental Division will review the Environmental Document prepared by the LPA for the PROJECT and, if approved, will forward it to the Federal Highway Administration for final approval. The LPA will be notified by MDOT once final approval of the Environmental Document has been obtained.

SECTION 5. Once MDOT receives the complete Plans, Specifications, and Estimate (PS&E) Assembly from the LPA for the PROJECT, the MDOT Contract Administration Division will notify the LPA of Disadvantaged Business Enterprise requirements and issue the LPA Authority to Advertise for Bids. The MDOT Contract Administration Division will also enter into a Federal-aid Project Agreement with the Federal Highway Administration for the approved PROJECT Federal Funds.

SECTION 6. Review the recommendations and tabulation of bids and other required documents furnished by the LPA. Once MDOT concurrence in the award of the contract has been made, the MDOT Contract Administration Division will advise the LPA to deposit the required matching funds and furnish necessary documentation. After all necessary matching funds and documentation have been received, MDOT will issue the LPA authority to issue a Notice to Proceed with the construction contract. The MDOT Contract Administration Division, if necessary, will also modify the Federal-aid Project Agreement for the PROJECT with the Federal Highway Administration.

SECTION 7. Review and authorize payment to the LPA for the completed work or monthly construction progress estimates that have been checked and certified by the LPA and final estimates prepared and submitted by the LPA and checked by the MDOT Financial Plans Engineer. Estimates should include charges to the PROJECT by LPA or by approved consultant employees who perform construction engineering work. Construction engineering services performed by MDOT employees will also be charged to the PROJECT with the total construction engineering charges by the LPA, approved LPA consultants and the MDOT not to exceed fifteen percent (15%) of the total PROJECT construction cost. Total payments shall not exceed the total amount allocated to the PROJECT.

SECTION 8. Assist the LPA in the preparation of Quantity Adjustment and/or Supplemental Agreements found to be necessary during the life of the PROJECT.

SECTION 9. Upon request of the LPA, participate in a final inspection of the PROJECT with representatives of the LPA and the Federal Highway Administration. Once all items identified during the inspection, if any, have been satisfactorily corrected, the MDOT will issue a letter for release of maintenance responsibility to the LPA which will, in turn, issue a similar letter for release of maintenance responsibility to the contractor.

SECTION 10. Once the LPA's request for final acceptance and all required documentation has been received and determined to be acceptable, final estimates, including any retainage, will be processed for payment. A letter of final acceptance will be forwarded by the MDOT Construction Division to the LPA which will, in turn, issue a similar letter of final acceptance to the contractor.

IN WITNESS WHEREOF, the parties have affixed their signatures,

LOCAL PUBLIC AGENCY

  
Agency Head/Mayor/President of the Board

DATE: 8-5-02

Authorized on the 16 day of April, 2002 Minute Book 21, Page No. 242.

ATTEST:

  
Title

MISSISSIPPI TRANSPORTATION COMMISSION ACTING BY AND THROUGH THE  
DULY AUTHORIZED EXECUTIVE DIRECTOR OF THE MISSISSIPPI DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
Executive Director

DATE: \_\_\_\_\_

Authorized on the \_\_\_ day of \_\_\_\_\_, Minute Book \_\_\_\_, Page No. \_\_\_\_.

ATTEST:

\_\_\_\_\_  
Secretary, Transportation Commission