

CITY OF PETAL
MINUTE BOOK 23

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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 ON OCTOBER 7, 2003 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

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| 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 PRESENT | TOMMY HILL B C LEWIS RAYMOND STEWART J D GARDNER DANNY MITCHELL JAMES MOORE AND MANY OTHERS |

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

THE INVOCATION WAS OFFERED BY MAYOR TONY PHILLIPS.

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

VII. BIDS-QUOTES

2. REQUEST TO APPROVE THE LOWEST BID FOR S MAIN ST PROJECT

IX. GENERAL BUSINES

28. AUTHORITY FOR CITY ATTORNEY TO CANCEL DEED OF TRUST FOR JACK C. COOLEY FOR PROPERTY LOCATED ON E 5TH AVENUE
29. REQUEST TO PAY INVOICE FOR HOL-MAC FOR THE KNUCKLEBOOM OF \$49,500.00

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ADOPT THE AGENDA AS AMENDED. 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 THE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 16, 2003.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING 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.

THEREUPON, ADA MADISON ADDRESSED THE BOARD ABOUT THE TIME OF TRASH IS BEING PICKED UP ON SPRINGFIELD ROAD AND GRAY'S CROSSROAD. ALSO, MS MADISON WOULD LIKE FOR THE POLICE DEPARTMENT TO HELP MT VERNON BAPTIST CHURCH WITH THE TRAFFIC CONTROL ON SUNDAY'S.

THEREUPON, GERTIE SMILEY ADDRESSED THE BOARD TO THINK WILLIE HINTON FOR GETTING HER TRASH PICKED UP IN A TIMELY MANNER.

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING WRITTEN QUOTATIONS FOR FOUR (4) OPTIPLEX GX270 PENTIUM 4 PROCESSOR COMPUTERS FOR CITY HALL OFFICE.

SEE EXHIBIT "A"

QUOTATIONS

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO PURCHASE THE FOUR OPTIPLEX GX270 PENTIUM 4 PROCESSOR COMPUTERS FROM DELL COMPUTERS FOR A TOTAL OF \$3,784.80. 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 BIDS AND THE RECOMMENDATIONS OF SHOWS, DEARMAN, AND WAITS, INC FOR THE SOUTH MAIN STREET PROJECT.

SEE EXHIBIT "B"

SOUTH MAIN STREET BIDS

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO ACCEPT THE LOWEST BID FROM GULF EQUIPMENT CORPORATION AS RECOMMENDED BY THE CITY ENGINEERS. ALDERMAN HINTON 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

THEREUPON, RAYMOND STEWART ADDRESSED THE BOARD ON REZONING OF HWY 42.

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM TOM HARDGES, RECREATION DIRECTOR, TO PURCHASE 1985 CHEVY S10 RANGER TRUCK FROM A-1 AUTO SALES.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION NOT TO PURCHASE THE 1985 CHEVY S10 RANGER TRUCK AT THIS TIME. ALDERMAN MCMURRY STATED THAT THE POLICE DEPARTMENT HAS A 1990 CHEVY GC1 TO TRANSFER TO THE RECREATION DEPARTMENT. 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

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ALDERMAN WILLIAM A TRAVIS
THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM TOM HARDGES, RECREATION DIRECTOR, TO PLACE THE 1985 CHEVY S10 AT THE NEXT AUCTION BY DURHAM.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO AUTHORIZE THE SALE OF THE VEHICLE BY DURHAM AUCTIONEERS. 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 LETTER OF RESIGNATION FROM SANIRELL VINELLI EFFECTIVE SEPTEMBER 22, 2003.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE LETTER OF RESIGNATION FROM SANIRELL VINELLI EFFECTIVE SEPTEMBER 22, 2003. 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 RECOMMENDATION FROM DALE NUTTING, STREET SUPERVISOR, TO HIRE MARCUS ESTERS AS A LABORER IN THE STREET DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A LABORER IN THE STREET DEPARTMENT.

IT IS HEREBY ORDERED THAT MARCUS ESTERS BE HIRED AS A LABORER IN THE STREET DEPARTMENT AT A RATE OF \$6.25 PER HOUR EFFECTIVE OCTOBER 15, 2003.

SO ORDERED ON THIS THE 7TH DAY OF OCTOBER 2003.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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"

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NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A RECOMMENDATION FROM DALE NUTTING, STREET SUPERVISOR, TO HIRE RICHARD STEWART AS A LABORER IN THE STREET DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A LABORER IN THE STREET DEPARTMENT.

IT IS HEREBY ORDERED THAT RICHARD STEWART BE HIRED AS A LABORER IN THE STREET DEPARTMENT AT A RATE OF \$6.25 PER HOUR EFFECTIVE OCTOBER 15, 2003.

SO ORDERED ON THIS THE 7TH DAY OF OCTOBER 2003.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 RECOMMENDATION FROM JUDGE SHELIA SMALLWOOD TO PAY HAZEL EASTERLING \$50.00 RESTITUTION.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO PAY HAZEL EASTERLING \$50.00 FOR RESTITUTION ORDERED BY THE COURT. 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 FROM JUDGE SHELIA SMALLWOOD TO REINSTATE MICHELLE MITCHELL HER FIFTEEN (15) SICK DAYS THAT WAS ACCUMALATED WHEN SHE WORKED FOR THE CITY FEBRUARY 2001 TO AUGUST 2002.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO REVISIT THIS AT THE TIME IF AND WHEN SHE NEEDS TO BE HOSPITALIZED FOR UNSEEN REASON. 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

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WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM THE PLANNING COMMISSION TO DENY THE PROPOSED TEXT CHANGE IN THE ZONING ORDINANCE TO ALLOW ASSISTED LIVING IN THE R-1 DISTRICT OF THE CITY.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION TO DENY THE PROPOSED TEXT CHANGE IN THE ZONING ORDINANCE TO ALLOW ASSISTED LIVING IN THE R-1 DISTRICT OF THE CITY. ALDERMAN DRAUGHN 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 THE RECOMMENDATION FROM THE PLANNING COMMISSION TO APPROVE THE PROPOSED ZONING CHANGE FOR THE NEW WESTERN ANNEXED AREA.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO DENY THE RECOMMENDATION FROM THE PLANNING COMMISSION ON THE ZONING CHANGE FOR THE NEW ANNEXED AREA ON HWY 42. 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

THEREUPON, ALDERMAN HINTON MADE A MOTION TO CHANGE THE ZONING MAP ON THE ZONING OF THE NEW ANNEXED AREA 300 FEET EITHER SIDE OF HWY 42 STARTING WEST OF CORINTH ROAD TO SUNRISE/MACEDOINA ROAD AND TO ACCEPT THIS AS EXHIBIT FOR DISPLAY IN CITY HALL. ALDERMAN MCMURRY SECONDED THE MOTION.

SEE EXHIBIT "C"

ORDINANCE 1979(42-A123)

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

THEREUPON, ALDERMAN HINTON MADE A MOTION TO WAVE THE \$40.00 FEE FROM PLANNING COMMISSION IF ANYONE WISHES TO REQUEST A RE-ZONE OF MORE THAN 300 FEET OF THE NEWLY ZONED AREA ON HWY 42 BROUGHT IN WITHIN 30 DAYS OF ZONE. 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

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THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR A ZONING HEARING TO BE SET FOR RONALD MATHIS'S LOCATED ON BAKER STREET.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO SET THE ZONING HEARING FOR OCTOBER 28, 2003 AT 7:00 P.M. 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 PROPOSAL FROM WRIGHT & KING, CPA'S TO PROVIDE AUDIT SERVICES TO THE CITY OF PETAL.

SEE EXHIBIT "D"

AUDIT PROPOSAL

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE PROPOSAL FROM WRIGHT & KING; CPA'S TO PROVIDE THE AUDIT SERVICES TO THE CITY OF PETAL FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2003. ALDERMAN HINTON 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 TO ALLOW SHOWS, DEARMAN, & WAITS, INC TO IMPLEMENT THE CONTRACT FOR THE WATER & SEWER STUDY FOR THE NEW ANNEXATION AT A COST OF \$25,000.00.

SEE EXHIBIT "E"

CONTRACT FOR WATER & SEWER STUDY

THEREUPON, ALDERMAN HINTON MADE A MOTION FOR SHOWS, DEARMAN, & WAITS, INC FOR THE PROFESSIONAL SERVICES FOR THE WATER & SEWER SERVICES FOR THE ANNEXED AREA AT A COST OF \$25,000.00 BROKEN DOWN OVER FIVE MONTHS. 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 ESTIMATE #3 IN THE AMOUNT OF \$600.68 FORM SHOWS, DEARMAN, & WAITS, INC FOR ENGINEERING SERVICES ON THE HIGHWAY 11 UTILITY RELOCATION OF WATER.

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THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE ESTIMATE FROM SHOWS, DEARMAN, & WAITS, INC FOR \$600.68. ALDERMAN DRAUGN 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 ESTIMATE #4 IN THE AMOUNT OF \$600.68 FROM SHOWS, DEARMAN, & WAITS, INC FOR ENGINEERING SERVICES ON THE HIGHWAY 11 UTILITY RELOCATION OF SEWER.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE ESTIMATE FROM SHOWS, DEARMAN, & WAITS, INC FOR \$600.68. ALDERMAN DRAUGN 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 ESTIMATE #3 FOR \$4,000.00 FROM SHOWS, DEARMAN, & WAITS, INC FOR ENGINEERING SERVICES ON USDA DRAINAGE PROJECT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE ESTIMATE FROM SHOWS, DEARMAN, & WAITS, INC FOR \$4,000.00. 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 CHRIS MOORE FOR AN EASEMENT FROM THE CITY FOR THE ROAD CONSTRUCTION IN HOLLOW RUN SUBDIVISION.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO TAKE THIS UNDER ADVISEMENT UNTIL CHRIS MOORE CAN GIVE THE CITY MORE INFORMATION ON THE EASEMENT THAT HE NEEDS. ALDERMAN HINTON 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"

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NONE

WHEREAS, MAYOR PHILLIPS PRESENTED CLAIMS #73605-73999 FOR THE CITY OF PETAL GENERAL FUNDS AND THE PETAL WATER AND SEWER FUNDS FOR THE MONTH OF SEPTEMBER, 2003.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO PAY CLAIMS #73605-73999 OF THE CITY OF PETAL GENERAL FUNDS AND PETAL WATER AND SEWER FUNDS FOR THE MONTH OF SEPTEMBER 2003. ALDERMAN MCMURRY SECONDED THE MOTION.

ALDERMAN DRAUGHN APPROVES THE CLAIM DOCKET WITH THE EXCEPTION OF PAYING THE MAYOR AND CITY CLERK PAY RAISE.

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 FIGURES FOR THE CITY OF PETAL AND THE PETAL SCHOOL DISTRICT AD VALOREM ROLLS FROM FORREST COUNTY.

SEE EXHIBIT "F"

CITY OF PETAL ASSESSMENTS
PETAL SCHOOL DISTRICT ASSESSMENTS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE COUNTY'S 2003 LAND ROLL FIGURES FOR THE CITY OF PETAL AND THE PETAL SCHOOL DISTRICT. 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 TO ADVERTISE FOR BIDS ON ASPHALT/ASPHALT OVERLAY FOR 6 MONTHS.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR SIX (6) MONTH BIDS FOR ASPHALT AND ASPHALT OVERLAY. 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 AN INVOICE FROM WORKER COMPENSATION IN THE AMOUNT OF \$21,215.32 FOR PAYMENT DUE OCTOBER 15, 2003.

SEE EXHIBIT "G"

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MS WORKER COMPENSAITON

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO PAY THE INVOICE #70165-0003 IN AMOUNT OF \$21,215.32 FOR MS WORKER COMPENSAITON. 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 PROOFS OF PUBLICATIONS:

- A. PUBLIC NOTICE-PUBLIC HEARING ON TAX INCREASE FY2004 BUDGET
- B. ORDINANCE 1988(73-L) COMPENSATION OF THE MAYOR
- C. ORDINANCE 1979(42-A122) ZONING CHANGE FROM R-1 TO C-2
- D. RESOLUTION- ADOPTING AND APPROVING THE FINAL BUDGET FOR THE FY 2003-2004

THEREUPON, ALDERMAN MCMURRY MADE A MOTION THAT THE FOREGOING PROOFS OF PUBLICATION BE ACCEPTED AND FILED. 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 MUNICIPAL COMPLIANCE QUESTIONAIRE THAT THE CITY IS REQUESTED TO COMPLETE AT THE END OF EACH FISCAL YEAR.

SEE EXHIBIT "H"

MUNICIPAL COMPLIANCE QUESTIONAIRE

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE QUESTIONAIRE AND TO MAKE IT A PART OF THE CITY'S MINUTES. ALDERMAN HINTON 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 STATED THAT THE CITY IS REQUIRED TO ADVERTISE FOR BIDS FOR BANK DEPOSITORYIES EVERY TWO (2) YEARS.

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THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE BANK DEPOSITORY. 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 LISA MYERS TO TAKE OFF THE ASSESSING OF CLEANING THE PROPERTY AT 104 GLENWOOD DRIVE.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO TAKE UNDER ADVISEMENT. 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 THE BOY SCOUTS OF AMERICAN TO PURCHASE AN AD FOR THE 2003-2004 SCOUT SHOW SOUVENIOR BOOK.

DIED DUE TO LACK OF A MOTION.

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM THE LEBONTE CLUB FOR THE CITY TO PURCHASE A FULL PAGE AD IN THE JR. MISS PROGRAM.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO PURCHASE AN AD IN THE JR MISS PROGRAM IN THE AMOUNT OF \$75.00. 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 JACK C COOLEY TO CANCEL DEED OF TRUST.

THEREUPON, ALDERMAN TRAVIS MADE A MOTION TO AUTHORIZE THE CITY ATTORNEY TO CANCEL THE DEED OF TRUST FOR JACK C COOLEY. 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"

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NONE

WHEREAS, MAYOR PHILLIPS PRESENTED INVOICE #305722 FROM HOL-MAC CORPORATION FOR \$49,500.00 FOR KNUCKLEBOOM TO BE PAID.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO PAY HOL-MAC CORPORATION \$49,500.00 FOR THE INVOICE #305722. 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 FOR MIRANDA DAVENPORT AND JAMES KNIGHT TO ATTEND APCO CERTIFICATION FOR THE 911 SYSTEM.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO AUTHORIZE FOR MIRANDA DAVENPORT AND JAMES KNIGHT TO ATTEND THE APCO CERTIFICATION FOR THE 911 SYSTEM IN LAUREL, MS OCTOBER 20-24, 2003. 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 FOR MAYOR TONY PHILLIPS AND ALDERMAN WILLIE HINTON TO ATTEND THE CMO GRADUATION ON NOVEMBER 6, 2003 IN JACKSON, MS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE MAYOR PHILLIPS AND ALDERMAN HINTON TO ATTEND THE CMO GRADUATION CEREMONY IN JACKSON, MS NOVEMBER 6, 2003 AND TO PAY THEIR EXPENSES. ALDERMAN MCMURRY 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 "ABSTAIN"

ALDERMAN WILLIE W HINTON

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO ATTEND THE MML SMALL TOWN CONFERENCE NOVEMBER 6, 2003 IN VICKSBURG, MS.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO AUTHORIZE MAYOR PHILLIPS TO ATTEND THE MML SMALL TOWN CONFERENCE IN VICKSBURG, MS NOVEMBER 6, 2003 AND TO PAY HIS EXPENSES. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIE W HINTON

CITY OF PETAL
MINUTE BOOK 23

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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 RICHARD BRYANT FOR WESLEY HUGHES TO ATTEND THE MS FIRE INVESTIGATORS ASSOCIATION FALL SEMINAR NOVEMBER 4-7, 2003 IN VICKSBURG, MS.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO AUTHORIZE WESLEY HUGHES TO ATTEND THE MS FIRE INVESTIGATORS ASSOCIATION FALL SEMINAR NOVEMBER 4-7, 2003 IN VICKSBURG, MS AND TO PAY HIS EXPENSES. 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 THE FOLLOWING ORDERS SETTING THE SALARY INCREASE FOR OCTOBER 1, 2003.

SEE EXHIBIT "J"

CITY CLERK
FIRE DEPARTMENT
STREET DEPARTMENT
BUILDING INSPECTOR
POLICE DEPARTMENT
JUDICIAL DEPARTMENT
SCHOOL CROSSING GUARDS
WATER AND SEWER DEPARTMENT
POLICE DEPARTMENT DISPATCHERS

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADOPT THE FOREGOING ORDERS. 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 THE FOLLOWING ORDER INCREASING TOM HARDGES, RECREATION DIRECTOR, PAY.

SEE EXHIBIT "K"

ORDER

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

THOSE PRESENT AND VOTING "AYE"

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

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ALDERMAN STEVE STRINGER
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING GERRY STANDLEY EFFECTIVE SEPTEMBER 23, 2003.

SEE EXHIBIT "L"

ORDER

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER HIRING GERRY STANDLEY. 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 THE FOLLOWING ORDER PROMOTING DISPATCHER CHARLES SUGGS TO RANK OF FIRST CLASS EFFECTIVE OCTOBER 1, 2003.

SEE EXHIBIT "M"

ORDER

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 FOLLOWING ORDER PROMOTING DISPATCHER TONYA CARTER TO RANK OF FIRST CLASS EFFECTIVE OCTOBER 1, 2003.

SEE EXHIBIT "N"

ORDER

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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

CITY OF PETAL
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WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER TO HIRE QIMMAH DAILEY AS DISPATCHER EFFECTIVE OCTOBER 15, 2003.

SEE EXHIBIT "O"

ORDER

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 FOLLOWING ORDER PAY INCREASE TO RICKY PITTS AND TO RETROACT BACK HIS RAISE.

SEE EXHIBIT "P"

ORDER

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 THE FOLLOWING ORDER INCREASING THE PAY OF BILL RUSELL.

SEE EXHIBIT "Q"

ORDER

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 PROCLAMATION SETTING THE MONTH OF OCTOBER, 2003 AS "PAINT THE TOWN PINK" FOR THE BREAST CANCER TASK FORCE.

SEE EXHIBIT "R"

PROCLAMATION

CITY OF PETAL
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THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING PROCLAMATION. 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 THE CERTIFICATE OF ATTENDANCE FROM THE COURT CLERK, SHAROLD FRANKLIN, SHOWING ATTENDANCE AT THE MUNICIPAL COURT CLERKS FALL STATEWIDE SEMINAR IN JACKSON, MS SEPTEMBER 11-12, 2003.

SEE EXHIBIT "S"

CERTIFICATE OF ATTENDANCE

THEREUPON, ALDEMAN STRINGER MADE A MOTION TO ACKNOWLEDGE THE RECIEPT OF THE CERTIFICATE AND TO FILE IT IN MS FRANKLIN'S PERSONNEL FILE. 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

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

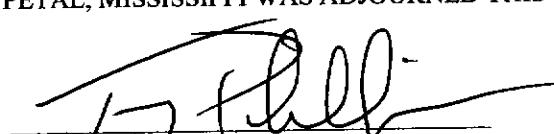
THOSE PRESENT AND VOTING "AYE"

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

THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED THIS THE 7TH DAY OF OCTOBER, 2003.



TONY PHILLIPS
MAYOR

(SEAL)

ATTEST:

CITY OF PETAL
MINUTE BOOK 23

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Jean Ishee
JEAN ISHEE
CITY CLERK

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "A"

Special Offers for State & Local Government. Clicking on a Special Offer will open a new window.

Page 1 of 4

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DELL
[Special Offers for State & Local Government](#)

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OptiPlex GX370 Small Desktop Technology That's Easy to Manage. Combination of Intel Pentium 4 800MHz Hyper-Threading capable processor, Dual Channel DDR memory and Intel Gigabit Networking providing performance scalability for business and institutional environments.

Dell recommends Microsoft® Windows® XP Professional

To configure your system:
 1. Select from the sections listed to configure YOUR Dell system.
 2. Click "Update Price" button at the bottom of the page to make the pricing reflect any changes you have made.
 3. Click "Add to Orderform" button at the bottom of the page to add your system to your Order Form.

View Options [View Drop-down List](#) [View as System Options](#) [View](#)

Price*: \$847.20

OptiPlex GX370 Small Desktop

Pentium® 4 Processor 2.40GHz, 800FSB, 512K Cache, Intel Gigabit NIC

Operating System(s)
Windows® XP Professional Version, Service Pack 1, with CD, NTFS, English

Hyper-Threading
Note: Hyper-Threading is only supported on, and therefore SHOULD ONLY be ordered on, the processors that have 800 MHz Front Side Bus.
Hyper-Threading may increase the performance of some applications. This feature is ONLY supported in Windows XP and can be enabled or disabled in System BIOS at any time. The option below presents Hyper-Threading to "Dell". Consult the Learn More Processor tool for more information.

None

Memory
Note: DDR33 memory runs at 320MHz when used with 800MHz Intel side bus processors. With Celeron processors, DDR33 memory runs at 266MHz.
256MB DDR Non-ECC SDRAM, 333MHz, (2 DIMMs)

Monitors
NOTE: The M782 monitor is a CRT Monitor with a flat screen. It is not an LCD flat panel monitor.
Only the 1703FP and 1801FP flat panels are compatible with the AS500 speaker. The AS500 speaker attaches to the 1703FP and 1801FP flat panel for a clean desktop solution.

Dell 17 inch M782 flat CRT color monitor (16.0 viewable)

Graphic Cards
Integrated DVMT Video

New! Complete PC Online Training Package
Get this complete personal computing online training package with over 375 hours for one full year. Learn everything from your operating systems, applications and peripherals to themes management and personal development.

Educated Training - Complete Personal Computing Package (\$79.00)

Dell Training and Certification-Basic Computing Skills-Education Focus-Intl (\$29.95)

Complete Small Business Professional Training Pkg (\$99.00)

Boot Hard Drive
40GB EIDE 7200RPM

Monitors-Shipping Separately

None

Floppy Drive
1.44MB 3.5 Inch Floppy Drive

USB Memory Key
 64MB USB Memory Key (\$25.10)

Keyboards
Dell PS/2 Keyboard, No Hot Keys

Mouse
Please note: The short cord, Logitech, USB, 2-button mouse with scroll, can only be used with the Performance USB keyboard with 8 Hot keys.

Dell PS/2 2-Button Mouse

Mouse Pad
None

Audio Solutions
Integrated Sound Blaster Compatible

Speakers
NOTE: The AS500 speaker must be ordered with the 1703FP or 1801FP flat panel. See "Help Me Choose" in the Speaker section and Monitor section.

Internal Dell Business Audio Speaker

Integrated Network Adapter (NIC)
Integrated Intel Gigabit (10/100/1000), with Alert Standards Format

Wireless
None

Modems
None

Removable Media Storage Devices
48X CD-ROM

Chassis Stand
No Chassis Stand

Additional Serial Port Adapter
None

Documentation
Resources CD contains Diagnostics and Driver for Dell OptiPlex Systems

Dell Training and Certification

DTC WINXP 5 DAY TRN (\$11,245.00)

Factory Installed Software

None

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "A"

Logitech Magellan Spacemouse Plus (\$407.00)
 LOGITECH Cordless Comfort Due Keyboard and Mouse (\$79.10)

Productivity Software
 None

Hardware Support Services
 3 Year Limited Warranty plus 3 Year NSO On-Site Service

Gold Technical Support
 Gold Technical Support provides a company level enhanced technical support services that delivers reduced hold time, direct access to advanced level technicians, and reduced time to resolution.
 None

Installation Support Services
 No Installation

Client Software Support
 None

Operating System Support
 None

Keep Your Hard Drive
 Keep Your Hard Drive, 3 Year

Asset Recovery Services
 None

Storage Devices and Media
 Only two for empty responses.
 Verbatim CD-R, 80 Minutes, 700MB, 40X (50pk) CD Media (\$17.00)
 Verbatim CD-RW, 74 Minutes, 800MB, 12X (25pk) CD Media (\$19.00)
 Verbatim DVD 8 pack Media 3 DVD+R, 2 DVD-RW in Jewel Cases (\$13.40)

LearnDell online Training Offers
 LearnDell Training, Complete Personal Computing Package (\$79.00)
 LearnDell Training, Windows XP Complete Curriculum (\$39.95)
 LearnDell Training, Microsoft Office XP Complete Curriculum (\$99.95)
 Training and Certification - IT and Business Basics Online Training Plus (\$34.95)

Additional Software - Factory Installed
 Microsoft Vista 2003 Standard (\$161.00)

Services- Absolute Asset Tracking/Security (APS)
 None

Price=\$847.20 Total X 4 = \$3388.00 + Shipping \$99 EACH = \$396.00
 \$3784.80

Customer Name: City: State: Zip: Current Order No: 10263

TOTAL PRICE FOR 4
 \$3784.80

BBI, Inc Quota No. 8228

700 Hwy 475 N
Pineola, MS 39032
662-429-8616 Fax 662-429-3887

SALES QUOTE

| | |
|---|--|
| Employee Name: <input type="text"/> Ext: <input type="text"/> Position: <input type="text"/> Email: <input type="text"/> Department: <input type="text"/> | Date First Contact: <input type="text"/> Quota issued: <input type="text"/> Accept/Reject: <input type="checkbox"/> |
| Product/Service Name Compaq - Bus Series - Windows XP Professional - One Year OnSite Warranty Pentium 2.4 GHz 3200MB Ram; 40GB Hard Drive; 10/100 NIC Card; CD/DVD Keyboard; Mouse; 1.44 MB Floppy 17" Standard Black Monitor (\$ 250.00) 15" LCD (Flat Panel) Monitor Installation and Freight Includes travel & setup at your location | |
| Quantity: <input type="text"/> Price: <input type="text"/> TOTAL: <input type="text"/> Sub Total: <input type="text"/> Discount: <input type="text"/> Taxes: <input type="text"/> Notes: <input type="text"/> TOTAL: <input type="text"/> | |
| Customer Customer: <input type="text"/> Company: <input type="text"/> Address: <input type="text"/> City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/> Phone: <input type="text"/> Fax: <input type="text"/> Status: <input type="radio"/> Established Customer <input type="radio"/> New Customer <input type="radio"/> Prospective Customer | |
| Office Use Only Signature: <input type="text"/> | |

CITY OF PETAL
MINUTE BOOK 23

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EXHIBIT "C"

CITY OF PETAL
ORDINANCE BOOK 3

ORDINANCE NUMBER 1979 (42-A123)

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 1979 (42) OF THE CITY OF PETAL, MISSISSIPPI, AS AMENDED BY ORDINANCE NUMBERS 1979 (42-1) THROUGH 1979 (42-A122) SO AS TO CHANGE THE ZONING CLASSIFICATION OF SAID CITY FROM R-1 (LOW DENSITY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL DISTRICT).

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance Number 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A122) and the same is hereby changed and amended as per petition filed in connection therewith so that the land described as listed below. Change of current zoning from R-1 (Low Density Residential) to C-2 (General Commercial District).

Said land being more particularly described as follows, to wit:

BEGINNING AT OLD CITY LIMITS EAST OF PETAL ON HIGHWAY 42
AT A POINT 300' NORTH OF HIGHWAY 42 AND 300' SOUTH
OF HIGHWAY 42. THEN RUN PARALLEL WITH HIGHWAY 42 EAST TO
NEW CITY LIMITS

as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, is hereby classified and placed in the C-2 (General Commercial District).

SECTION 2. Except as hereby expressly change and amended, the aforesaid Comprehensive Zoning Ordinance No. 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A122) shall be and remain in full force and form as adopted on October 7, 2003.

SECTION 3. That this Ordinance shall take effect and be in full force from and after its passage as provided by law.

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

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

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" or against the adoption of any section of the foregoing Ordinance:

NONE

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

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" or against the adoption of the foregoing Ordinance as a whole:

NONE

WHEREUPON, the foregoing Ordinance be, and the same is hereby passed, adopted and approved on this the 7th day of October 2003.


TONY PHILLIPS, MAYOR

(SEAL)

ATTEST:


JEAN ISHEE, CITY CLERK

**CITY OF PETAL
MINUTE BOOK 23
EXHIBIT "D"**

American Institute of
Certified Public Accountants



Mississippi Society of
Certified Public Accountants

#10 Plaza Drive • P. O. Box 16433 • Hattiesburg, MS 39404-6433
Phone 601-268-3135 • Fax 601-261-3922
www.wright-king.com

**PROPOSAL FOR AUDIT SERVICES FOR
FISCAL YEAR ENDED SEPTEMBER 30, 2003**

September 29, 2003

To the Board of Aldermen
City of Petal, Mississippi

We are pleased to confirm our understanding of the services we are to provide for the City of Petal for the year ended September 30, 2003. We will audit the general purpose financial statements of the City of Petal as of and for the year ended September 30, 2003. We understand that the financial statements will be presented in accordance with the financial reporting model in effect prior to that described in GASB Statement No. 34.

We will provide the services described above for the fiscal year ending September 30, 2003. Our fee is estimated to require 300 man hours with a maximum not to exceed \$14,500. Bookkeeping assistance required to clear up posting errors will be billed separately at \$50 per hour.

Also our fee is based on normal procedures expected in an audit of an entity of the nature of the City of Petal. Any significant changes in the scope of operations or extraordinary record keeping problems will be immediately reported to management and the chairman of the board. The audit fee would be re-negotiated accordingly.

We appreciate the opportunity to be of service to the City of Petal and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

City of Petal
Page 2
September 30, 2003

Sincerely,

WRIGHT & KING, CPA's

RESPONSE:

This letter correctly sets forth the understanding of the City of Petal.

By: _____

Title: _____

Date: _____

CITY OF PETAL
MINUTE BOOK 23
EXHIBIT "E"

**STANDARD FORM OF AGREEMENT
 BETWEEN OWNER AND ENGINEER
 FOR
 PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

CITY OF PETAL, _____ ("OWNER") and

SHAW, DEARMAN & WAITZ, INC., _____ ("ENGINEER").

OWNER intends to Develop a Master Plan for the extension of Sewer and Water Services for the 2001 Annexed Areas of the City of Petal.

(“Project”).

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

Standard Form of Agreement
 Between Owner and Engineer for Professional Services
 Page 1 of 12

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A, Part 1, as set forth in Exhibit C.
- C. If authorized by OWNER, ENGINEER shall furnish Additional Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

- A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.
- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

- A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

- B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are terminated by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and termination and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. For Basic Services, OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

- B. For Additional Services, OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

- C. For Reimbursable Expenses. In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

- A. Preparation of Invoices. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

- B. Payment of Invoices. Invoices are due and payable within 30 days of receipt.

- C. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

Standard Form of Agreement
 Between Owner and Engineer for Professional Services
 Page 2 of 12

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "E"

D. Payments Upon Termination.

1. In the event of any termination under paragraph 4.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs using methods and rates for Additional Services set forth in Exhibit C.

5. Records of ENGINEER's Costs. Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

P. Legislative Actions. In the event of legislative actions after the Effective Date of the Agreement by any level of government that imposes taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER

cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Designing to Construction Cost Limit

A. If a Construction Cost limit is established between OWNER and ENGINEER, such Construction Cost limit and a statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 Opinions of Total Project Costs

A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. OWNER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as

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K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees, or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work, or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Document Committee (Document No. 1910-4, 1996 Edition) unless both parties mutually agree to use other General Conditions as specifically referenced in Exhibit J.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER, and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 LEFT BLANK INTENTIONALLY

of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be made on the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot accept. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

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6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and

without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance."

B. OWNER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." OWNER shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability or property insurance policies carried by OWNER which are applicable to the Project.

C. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

D. OWNER and ENGINEER shall each deliver to the other certificate of insurance evidencing the coverage indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at reasonable thereafter during the life of the Agreement.

E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insured will have no right of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G, if requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested.

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by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause:*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through the fault of the terminating party.

b. *By ENGINEER:*

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 30 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if it fails to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience:*

a. By OWNER effective upon the receipt of notice by ENGINEER.

b. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow

ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to provide notice as to the status of completed and incomplete tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.08 Successors, Assignees, and Beneficiaries

A. OWNER and ENGINEER each are hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.06.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, transfer or otherwise any rights under or interest (including, but without limitation, to the extent that are due or may become due) in this Agreement without the written consent of the other, except to the extent that may enforcement, publication, or transfer is mandated or restricted by law. Otherwise specifically stated to the contrary in any written contract or agreement, no assignment will release or discharge the assignee from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any family for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution A. OWNER and ENGINEER agree to negotiate all disputes between them in

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good faith for a period of 30 days from the date of notice prior to exercising their rights under Exhibit H or other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that OWNER and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit H, "Dispute Resolution."

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental

Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.

4. In addition to the indemnity provided under paragraph 6.11.A.3 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or

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resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by OWNER and ENGINEER in Exhibit I, "Allocation of Risks," if any.

6.12 Notices

A. Any notices required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. **Addenda**—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. **Additional Services**—The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. **Agreement**—This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. **Application for Payment**—The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. **Asbestos**—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. **Basic Services**—The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. **Bid**—The offer or proposal of the bidder submitted on the prescribed form setting forth the price for the Work to be performed.

8. **Bidding Documents**—The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. **Change Order**—A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or

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the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. **Construction Agreement**—The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor concerning the Work.

11. **Construction Contract**—The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. **Construction Cost**—The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance, counseling or auditing services, or interest, and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. **Contract Documents**—Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the notice of award) when attached as an addendum to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. **Contract Price**—The amounts payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. **Contract Times**—The numbers of days or the dates stated in the Construction Agreement for: (i) achieve Substantial Completion, and (ii) complete

the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. **Contractor**—An individual or entity with whom OWNER enters into a Construction Agreement.

17. **Completion Period**—The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Law or Regulation or by the terms of any applicable special provision or specific provision of the Contract Documents.

18. **Defective**—An adjective which, when modifying the word Work, refers to Work that is nonconforming, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. **Documents**—Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate places by ENGINEER to OWNER pursuant to this Agreement.

20. **Drawings**—That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. **Effective Date of the Construction Agreement**—The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. **Effective Date of the Agreement**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. **ENGINEER's Consultants**—Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants,

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subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. **Field Order**—A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. **General Conditions**—That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or supplied by Contractor with respect to the Project.

26. **Hazardous Environmental Condition**—The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

27. **Hazardous Waste**—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. **Law and Regulation; Laws or Regulation**—Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. **PCB's**—Polychlorinated biphenyls.

30. **Petroleum**—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil shale, all refined, processed, byproducts, and oil mixed with other non-Hazardous Waste and crude oil.

31. **Radioactive Materials**—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. **Record Drawings**—The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. **Administrable Expenses**—The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Books and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. **Resident Project Representative**—The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent, or employee, and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit D.

35. **Sample**—Physical samples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. **Site**—Land or area indicated in the Contract Documents to being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. **Specifications**—That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purpose for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

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40. **Supplementary Conditions**—That part of the Contract Documents which amends or supplements the General Conditions.

41. **Total Project Costs**—The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance, consulting or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. **Work**—The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. **Work Change Directive**—A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. **Written Amendment**—A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

- A. Exhibit A, "ENGINEER's Services," consisting of 1 pages.
- B. Exhibit B, "OWNER's Responsibilities," consisting of 1 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 1 pages.
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of N/A pages.
- E. Exhibit E, "Notice of Acceptability of Work," consisting of N/A pages.
- F. Exhibit F, "Construction Cost Limit," consisting of N/A pages.
- G. Exhibit G, "Insurance," consisting of N/A pages.
- H. Exhibit H, "Dispute Resolution," consisting of N/A pages.
- I. Exhibit I, "Allocation of Risks," consisting of N/A pages.
- J. Exhibit J, "Special Provisions," consisting of N/A pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

CITY OF PETAL
 By: Tony Phillips
 Title: Mayor

Date Signed: 10-1-03

Address for giving notices:
 1711 1/2 Second Avenue
 P.O. Box 164
 Hastings, MN 55033-3265

ENGINEER:

SHOWA PHARMACEUTICALS, INC.
 By: John J. White, P.E., R.L.S.
 Title: Vice-President

Date Signed: 10-1-03

Address for giving notices:
 P.O. Box 1711 1/2 Second Avenue
 Hastings, MN 55033-3265

ATTEST:
Raymond M. Doerman, P.E., R.L.S.
 President

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EXHIBIT "E"

SUGGESTED FORMAT
(for use with 1910-1, 1996 Edition)

This is EXHIBIT A, consisting of 3 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated

OWNER _____
ENGINEER _____

Engineer's Services

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. ENGINEER shall provide Basic and Additional Services as set forth below.

PART I - BASIC SERVICES

A1.01 Study and Report Phase

B. ENGINEER's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to OWNER.

A1.02 LEFT BLANK INTENTIONALLY

AL03 LEFT BLANK INTENTIONALLY

AIM: LEFT BLANK DIRECTIONALLY

Page 1 of 3 Pages
(Exhibit A - ENGINEER's Services)

PART 2 - ADDITIONAL SERVICES

A2.01 Additional Services Reporting Q32023's authentication 1.1

A. If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by OWNER as indicated in Article 4 of the Agreement.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by ENGINEER, or in design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such services are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other cause beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phases alternative solutions beyond those identified in paragraph A.1.B.1.A.A.
5. Services required as a result of OWNER's providing incomplete or incorrect Project Information with respect to Exhibit B.
6. Providing renderings or models for OWNER's use.
7. Understanding investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and applicable conditions in obtaining financing for the Project; evaluating processes available for licensing; and assisting OWNER in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
8. Providing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more precise construction conditions than specified in paragraph A.1.D.3.C.
10. Services during out-of-town travel required of ENGINEER other than for visits to the Site or OWNER's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
13. Determining the compatibility of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Document.

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "E"

14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.3, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable ENGINEER to issue notices or certifications requested by OWNER under paragraph 6.01.G of the Agreement.
22. Other services performed or furnished by ENGINEER not otherwise provided for in this Agreement.

SUGGESTED FORMAT
(for use with 1910-1, 1996 Edition)

This is EXHIBIT B, consisting of 3 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated

Initial:
OWNER 
ENGINEER 

OWNER's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B2.01. In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall:

- A. Provide ENGINEER with all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, where applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "E"

F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.

G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Provide, as required for the Project:

1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as OWNER requires, Contractor claims, or ENGINEER reasonably requests.

3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the money paid.

4. Placement and payment for advertisement for Bids in appropriate publications.

J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by OWNER to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and compatibility review.

K. Furnish to ENGINEER data as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.

L. If OWNER designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent OWNER at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of ENGINEER.

M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

N. Attend the pre-bid conference, bid opening, pre-construction conference, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of OWNER, prior to their incorporation into the Work with appropriate professional interpretation thereof.

P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as OWNER determines necessary to verify:

1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.

Page 2 of 3 - Page
(Exhibit B - OWNER's Responsibilities)

2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs E.01.O and P.

R. Perform or provide the following additional services:

EXHIBIT "E"

C4.03 *Other Provisions Concerning Payment*

A. *Progress Payment.* The portion of the amounts billed for ENGINEER's services which are related to the services identified in paragraphs C4.02 and C4.03, will be during the billing period based on the cumulative hours charged to the Project by each class of ENGINEER's employees times the Standard Hourly Rate for each class plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

B. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period identified in paragraph C4.01, payment for ENGINEER's services shall be continued based on the Standard Hourly Rates Method of Payment.

C. *Estimated Compensation Amounts*

1. ENGINEER's estimate of the amounts that will become payable for Basic Services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to ENGINEER under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to ENGINEER that a compensation amount thus estimated will be exceeded, ENGINEER shall give OWNER written notice thereof. Promptly thereafter OWNER and ENGINEER shall review the matter of services remaining to be performed and compensation for such services. OWNER shall either agree to such compensation exceeding said estimated amount or OWNER and ENGINEER shall agree to a reduction in the remaining services to be rendered by ENGINEER, so that total compensation for such services will not exceed said estimated amount when such services are completed. If ENGINEER exceeds the estimated amounts before OWNER and ENGINEER have agreed to an increase in the compensation due ENGINEER or a reduction in the remaining services, the ENGINEER shall be paid for all services rendered hereunder.

SUGGESTED FORMAT

(For use with 1910-1, 1996 Edition)

Page 3 of 3 pages

(Exhibit C - Basic Services With Determined Scope - Lump Sum Method)

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "F"

P. 2

FAX NO. 601 545 6180

1:00 PM FOREST CO. TAX ASSESSOR

2003 PROJECTED ASSESSED VALUATION CITY OF PETAL

| TYPE PROPERTY | ASSESSED VALUE | HOMESTEAD | |
|------------------|-------------------------|------------|-------------------------|
| REAL | 32,618,240 | | |
| PERSONAL | 2,863,081 | REGULAR | OVER 65 |
| AUTOMOBILE | 6,102,898 | 2002 | 382,555 4,368,814 |
| MOBILE HOME | 180,709 | 2002 | |
| GRAY ROLL | 141,557 | | NEW GROWTH |
| PUBLIC UTILITY | 4,298,401 | 2002 | |
| | 14000 | | |
| TOTAL | 48,218,664 | REAL | 1,025,163 |
| | | PERSONAL | 352,082 |
| IN LIEU OF TAXES | **WILL 1/3 OF TAXES DUE | | |
| REAL | 968,495 | | |
| PERSONAL | 4,230,368 | | |
| TOTAL | 5,196,861 | | |
| FORMULA***** | | | |
| ASSESSED VALUE | MILLEAGE | | TOTAL TAXES NET PAYABLE |
| 5,196,861 X | 0.03684 | 2002 | \$191,452 \$63,179 |
| ASSESSED VALUE | | | |
| ANNEXED AREA | | 10,174,088 | |

P. 3

FAX NO. 601 545 6180

1:00 PM FOREST CO. TAX ASSESSOR

2003 PROJECTED ASSESSED VALUATION PETAL SEPARATE SCHOOL DISTRICT

| TYPE PROPERTY | ASSESSED VALUE | HOMESTEAD | |
|------------------|-----------------------------|------------|--------------------------|
| REAL | 54,006,830 | APPLICANTS | 4,431 |
| PERSONAL | 21,592,598 | REGULAR | OVER 65 |
| AUTOMOBILE | 19,574,558 | 2002 | 706,957 7,156,636 |
| MOBILE HOME | 1,184,536 | 2002 | |
| GRAY ROLL | 141,557 | | NEW GROWTH |
| PUBLIC UTILITY | 6,681,781 | 2002 | |
| | | REAL | 2,038,607 |
| TOTAL | 103,181,858 | PERSONAL | 769,367 |
| IN LIEU OF TAXES | **WILL GET 1/3 OF TAXES DUE | | |
| REAL | 968,495 | | |
| PERSONAL | 4,230,368 | | |
| TOTAL | 5,196,861 | | |
| FORMULA ***** | | | |
| ASSESSED VALUE | MILLEAGE | | TOTAL TAXES NET PAYABLE |
| 5,196,861 X | 0.05708 | 2002 | \$296,638.83 \$97,890.16 |

1 mile brings in around * 96,000.

Concluded sheet -
Cheryl - see these figures

7/29
584-4700

**CITY OF PETAL
MINUTE BOOK 23**

EXHIBIT "G"

I N V O I C E

**Mississippi Municipal Workers' Compensation Group
600 East Amite Street, Suite 200
P. O. Box 2002
Jackson, MS 39225-2002**

September 24, 2003

Invoice Number 70165-0003

Due Date: 10/15/03

Workers' Compensation Coverage: 10/01/03 - 09/30/04

| | |
|-------------------------|-------------|
| Total Premium | \$74,483.00 |
| Joint Membership Credit | \$2,234.00 |
| Dividend Credit | \$8,603.00 |
| Net Premium Due | \$63,646.00 |

*******Qualifies for Optional Quarterly Payment Plan*******

You may choose to pay Net Premium Due in 3 equal quarterly installments of \$21,215.33 (due 10/15/03, 01/15/04, 04/15/04)

1st installment due 10/15/03 \$21,215.33

0003
Petal
Attn: City Clerk
P. O. Box 564

CITY OF PETAL MINUTE BOOK 23

EXHIBIT "H"

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

CITY OF PETAL
P O BOX 564, PETAL, MS 39465

2. List the date and population of the latest official U.S. Census or most recent official census:

9616 / 2002

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney):

4. Period of time covered by this questionnaire:

From: OCTOBER 1, 2002 To: SEPTEMBER 30, 2003

5. Expiration date of current elected officials' term: JULY 2005

PETAL CITY OFFICIALS

Mayor

Tony Phillips
545-1776 office

Alderman Ward 1

William Travis
718 S. George St.
Petal, MS 39465
544-8905 - home

Alderman Ward 2

Steve Stringer
408 Bryant St.
Petal, MS 39465
545-7384 - home

Alderman Ward 3

Joe C. McMurry
138 King Blvd.
Petal, MS 39465
545-1065 - home

Alderman Ward 4

Mike Draughn
255 Smithville Rd.
Petal, MS 39465
544-9654 - home

City Clerk

Jean Ishee
107 Drew Ridge
Petal, Ms 39465
582-4240 - home

City Attorney

Tom Tyner
583-2671 - office

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "H"

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20_03

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y
3. Are municipal records open to the public? (Section 25-61-5) Y
4. Are meetings of the board open to the public? (Section 25-41-5) Y
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
6. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) Y
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Municipal clerk (Section 21-15-38) Y
 - Deputy clerk (Section 21-15-23) Y
 - Chief of police (Section 21-21-1) Y
 - Deputy police (Section 45-5-9) (if hired under this law) Y
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Y
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) Y
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-33) Y
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y
12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

CITY OF PETAL
MINUTE BOOK 23

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EXHIBIT "H"

| | |
|--|---|
| 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) | Y |
| 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) | Y |
| 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) | Y |
| 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) | Y |
| 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) | Y |
| 16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] | Y |
| 17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) | Y |
| 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? | Y |
| 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) | Y |

PART III - Purchasing and Receiving

| | |
|---|---|
| 1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] | Y |
| 2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] | Y |
| 3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] | Y |
| 4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) | Y |

PART IV - Bonds and Other Debt

| | |
|---|---|
| 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) | Y |
| 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | Y |
| 3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | Y |
| 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | Y |
| 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | Y |

PART V - Taxes and Other Receipts

| | |
|---|---|
| 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | Y |
| 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | Y |
| 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | Y |
| 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | Y |
| 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | Y |
| 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-1-19) | Y |
| 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-83-1) | Y |
| 8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | Y |

CITY OF PETAL
MINUTE BOOK 23

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EXHIBIT "H"

| | |
|--|----------------------------|
| 9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) | <input type="checkbox"/> Y |
| 10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) | <input type="checkbox"/> Y |
| 11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) | <input type="checkbox"/> Y |
| 12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) | <input type="checkbox"/> Y |

(MUNICIPAL NAME)
Certificates to Municipal Compliance Questionnaire
Year Ended September 30, 2003

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Petal, and, to the best of our knowledge and belief, all responses are accurate.

J. McCallie
(City Clerk's Signature)

OCTOBER 7, 2003
(Date)

T. P. Phillips
(Mayor's Signature)

OCTOBER 7, 2003
(Date)

Minute Book References:

Book Number 23
Page 9

(Clerk is to enter minute book references when questionnaire is accepted by board.)

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "J"

ORDER

WHEREAS, The Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the hourly rate of pay for the Petal School Cross Guards.

IT IS SO ORDERED that the hourly rate of pay for Eugene Smith and Beverly Stevens be and are hereby increased to \$6.24 per hour effective October 1, 2003
SO ORDERED by the Mayor and Board of Aldermen on this the 15th day of September, 2003.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the salary of the City Clerk

IT IS HEREBY ORDERED that Jean Ishoe's salary be increased to a rate of \$26,500.00 per year effective October 1, 2003.

SO ORDERED on this the 15th day of September, 2003.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Street Department.

IT IS HEREBY ordered that the new pay scale for the Street Department employees shall read as follow, to wit:

| | | |
|----------------|---------|----------|
| JONATHAN WHITE | \$ 8.70 | PER HOUR |
| DALE NUTTING | \$12.00 | PER HOUR |

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2003 until further orders of the Mayor and Board of Aldermen.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 15th day of September, 2003.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the salary of the City Building Inspector.

IT IS HEREBY ordered that the salary of the Building Inspector, Dan Tolbert, be increased to \$31,500.00 per year effective October 1, 2003.

SO ORDERED on this the 15th day of September, 2003.

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "J"

ORDER

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, deem it necessary to increase the pay scale for the policemen in the Petal Police Department.

IT IS THEREFORE ordered that the new pay scale for this department shall read as follows:

| | |
|---------------------------------|--------------|
| POLICE CHIEF | \$33,250.00 |
| ASSISTANT CHIEF | 26,800.00 |
| CAPTAIN | 26,100.00 |
| LIEUTENANT | 25,850.00 |
| SARGENT | 24,850.00 |
| PATROLMAN 1 ST CLASS | 23,850.00 |
| PATROLMAN 2 ND CLASS | 22,850.00 |
| PATROLMAN 3 RD CLASS | 21,850.00 |
| PATROLMAN 4 TH CLASS | 20,850.00 |
| METRO AGENT | 25,350.00 |
| DETECTIVE | 25,450.00 |
| TRAINING OFFICER | 1,200.00 |
| DOG HANDLER ADDITIONAL | 1,200.00 (2) |

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2003.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 15th day of September, 2003.

ORDER

Whereas, the Mayor and Board of Aldermen of the City of Petal, Mississippi, deem it necessary to increase the pay scale for the City of Petal's Firemen as follows:

| | | |
|---|-------------|----------|
| RECRUIT Date of Hire | 8.10 | PER HOUR |
| 3 RD CLASS FIREMAN beginning 2 nd year | 8.70 | PER HOUR |
| 2 ND CLASS FIREMAN beginning 3 rd year | 9.11 | PER HOUR |
| 1 ST CLASS FIREMAN beginning 4 th year | 9.25 | PER HOUR |
| STEP 1 | 9.31 | PER HOUR |
| STEP 2 | 9.37 | PER HOUR |
| STEP 3 | 9.43 | PER HOUR |
| 2 ND LT beginning 5 th year | 9.52 | PER HOUR |
| 1 ST LT beginning 7 th year | 9.79 | PER HOUR |
| CAPTAIN Beginning 10 th year | 10.19 | PER HOUR |
| BATTALION CHIEF | 10.19 | PER HOUR |
| FIRE DEPT COOR | 12.00 | PER HOUR |
| FIRE CHIEF | \$31,000.00 | ANNUALLY |

IT IS THEREFORE ORDERED that this pay scale become effective October 1, 2003 until further orders of the Mayor and Board of Aldermen.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 15th day of September, 2003.

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "J"

ORDER

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to set a pay scale for the dispatchers in the Petal Police Department.

IT IS HEREBY ordered that the pay scale for the dispatchers read as follows:

| | | |
|-----------------------|-------|----------|
| HEAD DISPATCHER | 9.305 | PER HOUR |
| 1 ST CLASS | 8.605 | PER HOUR |
| 2 ND CLASS | 8.355 | PER HOUR |
| 3 RD CLASS | 8.105 | PER HOUR |
| RECRUIT | 7.855 | PER HOUR |
| PT TIME DISPATCHER | 6.968 | PER HOUR |

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2003.

SO ORDERED ON by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 15th day of September, 2003.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi deem it necessary to increase the pay scale for the following employees in the Water and Sewer Department.

IT IS THEREFORE ORDERED that the new pay scale for the following Water and Sewer Department employees read as follows:

| | | |
|-------------|-------------|----------|
| C. BRELAND | \$23,700.00 | ANNUALLY |
| R. EDDLEMON | \$ 13.30 | PER HOUR |
| W. SWILEY | \$ 8.62 | PER HOUR |
| R. PEARCE | \$ 8.36 | PER HOUR |

IT IS FURTHER ORDERED that this pay scale shall become effective October 1, 2003.

SO ORDERED BY THE Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 15th day of September, 2003.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the salary of the Judicial Department.

| | |
|------------------|-------------|
| SHAROLD FRANKLIN | \$23,651.00 |
| JUDGE | \$10,920.00 |
| CITY PROSECUTOR | \$ 9,180.00 |
| PUBLIC DEFENDER | \$ 3,000.00 |

IT IS HEREBY ORDERED that this pay scale become effective October 1, 2003 until further orders of the Mayor and Board of Aldermen.

SO ORDERED ON this the 15th day of September, 2003.

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "K"

ORDER

WHEREAS, THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI
DO HEREBY DEEM IT NECESSARY TO INCREASE
TOM HARDGE'S RATE OF PAY TO \$24,000.00
IT IS HEREBY ORDERED THAT TOM
HARDGE'S RATE OF PAY BE INCREASED TO
\$24,000.00 ANNUALLY EFFECTIVE OCTOBER 1ST, 2003.
SO ORDERED ON THIS THE 7TH DAY OF
OCTOBER, 2003

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "L"

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE GERRY STANDLEY IN THE RECREATION DEPARTMENT EFFECTIVE SEPTEMBER 23, 2003.

IT IS HEREBY ORDERED THAT GERRY STANDLEY BE HIRED IN THE RECREATION DEPT. AT A RATE OF \$6.25 AN HOUR EFFECTIVE SEPTEMBER 23, 2003.

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "M"

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO PROMOTE DISPATCHER CHARLES SUGGS TO THE RANK OF FIRST CLASS EFFECTIVE OCTOBER 1, 2003.

IT IS HEREBY ORDERED THAT CHARLES SUGGS BE PROMOTED TO THE RANK OF FIRST CLASS EFFECTIVE OCTOBER 1, 2003.

SO ORDERED ON THIS THE 7TH DAY OF OCTOBER 2003.

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "N"

ORDER

WHEREAS, THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI
DO HEREBY DEEM IT NECESSARY TO PROMOTE
DISPATCHER TONYA CARTER TO THE
RANK OF FIRST CLASS EFFECTIVE OCTOBER 1,
2003.

IT IS HEREBY ORDERED THAT DISPATCHER
TONYA CARTER BE PROMOTED TO THE RANK OF
FIRST CLASS EFFECTIVE OCTOBER 1, 2003.

SO ORDERED ON THIS THE 7TH DAY OF
OCTOBER 2003.

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "O"

ORDER

WHEREAS, THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI
DO HEREBY DEEM IT NECESSARY TO HIRE QIMMAH
DAILEY AS DISPATCHER IN THE POLICE DEPARTMENT
EFFECTIVE OCTOBER 15, 2003.

IT IS HEREBY ORDERED THAT QIMMAH DAILEY
BE HIRED AS DISPATCHER AT A STARTING PAY OF
\$7.805 PER HOUR EFFECTIVE OCTOBER 15, 2003.

SO ORDERED ON THIS THE 7TH DAY OF
OCTOBER 2003.

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "P"

ORDER

WHEREAS, THE MAYOR AND BOARD
OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI
DO DEEM IT NECESSARY TO INCREASE THE PAY
OF RICKY PITTS AND TO RETROACT BACK HIS
RAISE.

IT IS HEREBY ORDERED THAT RICKY PITTS
PAY BE INCREASED TO \$7.24 PER HOUR EFFECTIVE
FEBRUARY 28, 2003.

SO ORDERED ON THIS THE 7TH DAY OF
OCTOBER 2003.

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "Q"

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO PAY BILL RUSSELL A SALARY INCREASE OF \$.24 AN HOUR DUE TO HIS ANNIVERSARY DATE OF OCTOBER 11, 2003.

IT IS HEREBY ORDERED THAT BILL RUSSELL RECEIVE A SALARY INCREASE OF \$.24 AN HOUR EFFECTIVE OCTOBER 11, 2003.

SO ORDERED ON THIS THE 7TH DAY OF OCTOBER 2003.

CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "R"

City of Petal
Mississippi

Proclamation

WHEREAS, Breast Cancer is the most common type of cancer among women, besides skin cancer and is the second leading cause of death; and

WHEREAS, Mississippi ranks fifth highest overall in cancer mortality rates among the fifty states and Washington, D.C.; and

WHEREAS, in Mississippi in the year 2003 approximately 2,200 women will be diagnosed with breast cancer; and

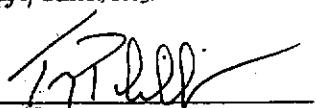
WHEREAS, more than thirty percent of deaths from breast cancer in women over fifty years of age are preventable by mammography screening and follow-up; and

WHEREAS, increasing awareness and promoting use of breast cancer early detection practices is essential to control this disease.

NOW, THEREFORE, I, TONY PHILLIPS, Mayor of the City of Petal, do hereby proclaim the month of October 2003 to be

"Breast Cancer Awareness Month"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Petal be affixed this 1st day of October, 2003.


Honorable Tony Phillips
Mayor



CITY OF PETAL
MINUTE BOOK 23

EXHIBIT "S"



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to
Sharold Franklin

for having attended the
Municipal Court Clerks Fall Statewide Seminar
Crowne Plaza Downtown ~ Jackson, Mississippi
September 11 - 12, 2003

conducted by the
Mississippi Judicial College

Spike E. Beasley *John D. May*
Program Manager Director