

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 MAY 20, 2003 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR TONY PHILLIPS
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	MICHAEL W DRAUGHN WILLIE W HINTON JOE C MCMURRY, SR STEVE STRINGER WILLIAM A TRAVIS
OTHERS PRESENT	JAMES & JAN MOORE JEFFERY MOORE BUD & BILLIE CROSBY JUANITA CROSS JAY ESTES SONNY HAMILTON BARBARA MAULDIN CARL SCOTT AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY ALDERMAN JOE C MCMURRY, SR.

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

- IX. GENERAL BUSINESS
 - 13. REQUEST TO PAY \$8,743.20 TO SOUTHERN MISSISSIPPI PLANNING & DEVELOPMENT DISTRICT FOR SENIOR BUS PURCHASE
- XI. ORDERS & ORDINANCES
 - 9. REQUEST TO HIRE SANDY WATTS, LABORER, IN THE STREET DEPARTMENT AT RATE OF \$6.25 PER HOUR.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ADOPT THE AGENDA AS AMENDED. 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 MINUTES OF THE REGULAR MEETING OF MAY 6, 2003.

THEREUPON, ALDERMAN STRINGER MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF MAY 6, 2003 BE ACCEPTED AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT.

THEREUPON, ED SAULTERS ADDRESSED THE BOARD ON THE BURN ORDINANCE. MR SAULTERS WOULD LIKE TO PRESENT THE BOARD WITH A PETITION OF CITIZENS THAT WOULD LIKE TO KEEP THE BURN ORDINANCE LIKE IT IS.

SEE EXHIBIT "A"

PETITION

THEREUPON, ALDERMAN HINTON MADE A MOTION TO ACCEPT THE PETITIONS. 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, JAMES MOORE ADDRESSED THE BOARD TO PRESENT A PRESENTATION ON THE "PETAL TRAIL" THAT HE WOULD LIKE TO SEE BE DEVELOPED IN THE CITY OF PETAL. HE WOULD LIKE FOR THE BOARD TO APPROVE CONSTRUCTION ON THE PETAL TRAIL AND TO PAY 10% OF THE COST WITH 10% COMING FROM PRIVATE DONATIONS AND 80% FROM A GRANT.

SEE EXHIBIT "B"

MAP

THEREUPON, ALDERMAN HINTON MADE A MOTION TO TAKE UNDER ADVISEMENT UNTIL THE JUNE 3, 2003 BOARD MEETING. 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 FROM THE STATE OF MISSISSIPPI GOVERNOR'S OFFICE PROCLAIMING MAY 26, 2003 BE OBSERVED AS A LEGAL HOLIDAY.

SEE EXHIBIT "C"

STATE OF MISSISSIPPI

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO APPROVE THE HOLIDAY FOR MAY 26, 2003. 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 REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF APRIL 2003.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF APRIL, 2003. 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 PRIVILEGE LICENSE REPORT FOR THE MONTH OF APRIL, 2003.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF APRIL, 2003. 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 BAGGETT A/C AND HEAT FOR A REFUND OF \$50.00 FOR THE LICENSE TESTING FEE.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO REFUND BAGGETT A/C AND HEAT FOR LICENSE TESTING FEE OF \$50.00. 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 SHELBORN TO HIRE TWO DISPATCHERS IN THE POLICE DEPARTMENT.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO TAKE UNDER ADVISEMENT. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

ALDERMAN MICHAEL W DRAUGHN

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FOR A ZONING HEARING TO BE SET FOR DAVID AND DEMARIS LEE'S PROPERTY.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET THE ZONING HEARING FOR DAVID AND DEMARIS LEE FOR JUNE 5, 2003 AT 7:00 P.M. IN THE BOARDROOM. ALDERMAN DRAUGHN SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM CHIEF LEE SHELBOURN TO UPGRADE ALL COMPUTERS IN THE POLICE DEPARTMENT FROM WINDOWS 2000 TO XP PRO WITH WEST COMPUTERS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TAKE UNDER ADVISEMENT. ALDERMAN HINTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

ALDERMAN MICHAEL W DRAUGHN

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM DAN TOLBERT TO RECOVER THE COST ASSOCIATED WITH CLEANING THE BOBBY JOHNSON PROPERTY LOCATED AT 104 GLENWOOD DRIVE.

SEE EXHIBIT "D"

COST BREAKDOWN ON CLEANING

THEREUPON, ALDERMAN HINTON MADE A MOTION TO FOLLOW THE PROCEDURE AND PUT A LIEN AGAINST THE PROPERTY LOCATED AT 104 GLENWOOD DRIVE FOR BOBBY JOHNSON AND PENDING THAT THE WORK INCURRED WAS REASONALBE AND PROPER. 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 PROOFS OF PUBLICATION.

- A. PUBLIC NOTICE—KENNY CLARK VARIANCE
- B. PUBLIC NOTICE—LEE ZONING CHANGE REQUEST

THEREUPON, ALDERMAN MCMURRY MADE A MOTION THAT THE FOREGOING PROOFS OF PUBLICATION BE ACCEPTED AND FILED. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO PURCHASE A 2"
DIAPHRAGM MUDPUMP IN AMOUNT \$1,478.97 FOR THE WATER DEPARTMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO PURCHASE THE 2"
DIAPHRAGM MUDPUMP IN AMOUNT OF \$1,478.97 FOR THE WATER DEPARTMENT SINCE
THE OTHER WENT OUT. 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 NATURAL RESOURCES
CONSERVATION SERVICE EROSION GRANT TO BE APPROVED.

SEE EXHIBIT "E"

EROSION GRANT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE
APPROVAL OF THE NATURAL RESOURCES CONSERVATION SERVICE EROSION GRANT.
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 PAY SOUTHERN
MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT THE AMOUNT OF \$8,743.20 PLUS
PROOF OF INSURANCE ON THE 17 PASSENGER FORD BUS WITH LIFT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY
CLERK TO PAY \$8,743.20 TO SOUTHERN MISSISSIPPI PLANNING AND DEVELOPEMNT
DISTRICT FOR THE 17 PASSENGER FORD BUS WITH LIFT SO THEY CAN DO THE
INSPECTION ON THE BUS AND DELIVER TO THE CITY AND TO FURNISH PROOF OF
INSURANCE. 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 AMY HEATH TO ATTEND THE 2003 WORKSHOP, GOVERNMENT ENTITY EMPLOYERS JUNE 17, 2003 IN BILOXI, MS.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO AUTHORIZE AMY HEATH TO ATEND THE GOVERNMENT ENTITY EMPLOYERS WORKSHOP JUNE 17, 2003 IN BILOXI, MS AND TO PAY HER MILEAGE. 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 DAN TOLBERT TO ATTEND THE 2003 ANNUAL CONFERENCE OF THE BUILDING OFFICIALS ASSOCIATION OF MS JUNE 10-14, 2003 IN BAY ST LOUIS, MS.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO AUTHORIZE DAN TOLBERT TO ATTEND THE 2003 ANNUAL CONFERENCE OF THE BUILDING OFFICIALS ASSOCIATION OF MS JUNE 10-14, 2003 IN BAY ST LOUIS, MS AND TO PAY HIS EXPENSES. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST TO ATTEND THE NATIONAL RETAIL CONVENTION IN LAS VEGAS, NV MAY 17-20, 2003.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO AUTHORIZE MAYOR TONY PHILLIPS TO ATTEND THE 2003 NATIONAL RETAIL CONVENTION IN LAS VEGAS, NV MAY 17-20, 2003 AND TO PAY HIS EXPENSES. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN WILLIE W HINTON
ALDERMAN JOE C MCMURRY, SR
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN MICHAEL W DRAUGHN
ALDERMAN WILLIAM A TRAVIS

WHEREAS, MAYOR PHILLIPS PRESENTED A REQUEST FROM CHIEF LEE SHELBOURN TO PAY SGT MATTHEW HIATT AN INCREASE OF \$100.00 PER DIEM PER MONTH.

THEREUPON, ALDERMAN DRAUGHN MADE A MOTION TO PAY SGT MATHEW HIATT PER DIEM OF \$100.00 PER MONTH.

MOTION DIED DUE TO LACK OF SECOND.

THEREUPON, ALDERMAN HINTON MADE A MOTION TO TAKE UNDER ADVISEMENT. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

CITY OF PETAL
MINUTE BOOK 22

421

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

THOSE PRESENT AND VOTING "NAY"

ALDERMAN MICHAEL W DRAUGHN

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING NIKKI EVANS AS SECRETARY IN THE EXECUTIVE DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MS DO HEREBY DEEM IT NECESSARY TO HIRE A SECRETARY IN THE EXECUTIVE DEPARTMENT.

IT IS HEREBY ORDERED THAT NIKKI EVANS BE HIRED AS SECRETARY IN THE EXECUTIVE DEPARTMENT AT A RATE OF \$17,000.00 ANNUALLY EFFECTIVE MAY 19, 2003.
SO ORDERED ON THIS THE 20TH DAY OF MAY, 2003.

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
ALDERMAN STEVE STRINGER
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE RESIGNATION FROM DEXTER BENDER IN THE WATER DEPARTMENT EFFECTIVE MAY 9, 2003.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF DEXTER BENDER EFFECTIVE MAY 9, 2003. 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 TRANSFER JERRY WALKER FROM PART-TIME OPTIMIST PARK/ RECREATION TO FULL-TIME GROUNDSKEEPER/WATER DEPARTMENT.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO TRANSFER JERRY WALKER FROM PART-TIME TO FULL TIME EFFECTIVE MAY 21, 2003 DUE TO THE RESIGNATION OF DEXTER BENDER. 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 HIRING JAMES HOWARD AS PART-TIME IN THE RECREATION DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MS DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME IN THE RECREATION DEPARTMENT.

IT IS HEREBY ORDERED THAT JAMES HOWARD BE HIRED AS PART-TIME IN THE RECREATION DEPARTMENT AT A RATE OF \$6.25 PER HOUR EFFECTIVE MAY 27, 2003.

SO ORDERED ON THIS THE 20TH DAY OF MAY, 2003.

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 RESIGNATION OF ROD POWELL IN THE STREET DEPARTMENT EFFECTIVE MAY 13, 2003.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE RESIGNATION OF ROD POWELL IN THE STREET DEPARTMENT EFFECTIVE MAY 13, 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 THE RESIGNATION OF JAMES WATERS IN THE WATER DEPARTMENT EFFECTIVE MAY 16, 2003.

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ACCEPT THE RESIGNATION OF JAMES WATERS IN THE WATER DEPARTMENT EFFECTIVE MAY 16, 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 THE FOLLOWING ORDER INCREASING THE PAY OF TONY WYATT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MS DO HEREBY DEEM IT NECESSARY TO INCREASE TONY WYATT'S PAY.

IT IS HEREBY ORDERED THAT TONY WYATT'S PAY BE INCREASED BY .24 PER HOUR EFFECTIVE MAY 1, 2003,

SO ORDERED ON THIS THE 20TH DAY OF MAY, 2003.

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
ALDERMAN STEVE STRINGER
ALDERMAN WILLIAM A TRAVIS

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR PHILLIPS PRESENTED THE FOLLOWING ORDER HIRING SANDY WATTS AS LABORER IN THE STREET DEPARTMENT.

ORDER

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

IT IS HEREBY ORDERED THAT SANDY WATTS BE HIRED AS A LABORER IN THE STREET DEPARTMENT EFFECTIVE MAY 29, 2003 AT A RATE OF \$6.25 PER HOUR.

SO ORDERED ON THIS THE 20TH DAY OF MAY, 2003.

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

THEREUPON, ALDERMAN MCMURRY MADE A MOTION TO ADJOURN. 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

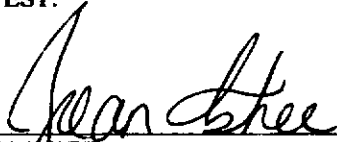
THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR
AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WS ADJOURNED ON THIS
THE 20TH DAY OF MAY, 2003.



TONY PHILLIPS
MAYOR

(SEAL)

ATTEST:



JEAN JSHEE
CITY CLERK

EXHIBIT "A"

* Must Live inside the city of Petal

WE, THE UNDERSIGNED CITIZENS OF PETAL, DO HEREBY REQUEST THE MAYOR AND BOARD OF ALDERMEN TO MAINTAIN THE ORDINANCE PERMITTING LIMITED BURNING WITHIN THE CITY OF PETAL.

NAME	ADDRESS
1 Nancy Wood	3 Pinewood Dr. Petal
2 Charles Russell	415 4th St. Petal
3 Sandra Wood	167 Robin Hood Dr. Petal
4 Heidi Wilson	41 1/2 Pine Street Petal
5 Keith Allen	275 Southville Rd. Petal
6 Kathy Wilson	106 E. 7th Ave. Petal
7 Perry Baker	203 Hillcrest L.P.
8 Lisa Campbell	201 Duane Rd.
9 Paula Taylor	112 Petal Village Dr. Petal
10 James Nordin	316 E. Duane Dr. Petal
11 John Ross	59 Hendry Rd. Petal
12 Lisa Beaul	20 Coffee Ave. Petal
13 Mike Morrison	42 Sunset Way Trail Petal
14 Mike Stewart	459 (Petal) Rd.
15 Lisa Stewart	101 Hazenbrook Dr.
16 Joe P. Smith	31 W. Wambay Dr. Petal 39465
17 Derrick E. Brown	181 S. Kirkwood St. Petal MS
18 Tracy Marshall Jr	20 W. Everett Dr.
19 Paul Smith	725 Wilcrest Loop Petal
20	304 Margaret Dr. Petal
21	206 Poplar Loop
22	207 Hegwood Dr. Petal
23	46 Thoms Crsch Petal
24	74 Spring Field Rd
25 Gary Buckak	509 1st St. Ford
26	411 Mitchell Ave
27	55 Maple Lane Petal MS
28	100 Ocean Terrace
29	209 Sunset St. Apt D. Petal MS
30	103 W. Sixth St. Petal MS

WE, THE UNDERSIGNED CITIZENS OF PETAL, DO HEREBY REQUEST THE MAYOR AND BOARD OF ALDERMEN TO MAINTAIN THE ORDINANCE PERMITTING LIMITED BURNING WITHIN THE CITY OF PETAL.

NAME	ADDRESS
1 J. Santen	106 Stevens
2 Leanne McDonald	113 Greenbald Dr.
3 Jeff Lee	314 Petal Dr.
4 Duane Ross	108 St. George Ave.
5 Duane Ross	172 Haven Dr.
6 Kelly Williams	605 S. Waverly
7	405 Hillside Dr.
8	139 W. Cherry St.
9	75 Hill Circle
10	141 1/2 1st St.
11	55 1st St. Rd.
12	104 Pine St.
13	3 Canyon Drive
14	21 Corbett Trail
15	123 Meadowood St.
16	100 Chateau Dr.
17	214 1st Street Rd.
18	105 East 21st Ave.
19	69 FAIRVIEW DR.
20	51 Fairview Rd.
21	86 Baker Rd.
22	111 (Petal) Forest
23	410 West 7th Ave. Petal MS.
24	
25	
26	
27	
28	
29	
30	

WE, THE UNDERSIGNED CITIZENS OF PETAL, DO HEREBY REQUEST THE MAYOR AND BOARD OF ALDERMEN TO MAINTAIN THE ORDINANCE PERMITTING LIMITED BURNING WITHIN THE CITY OF PETAL.

NAME	ADDRESS
1 Hanky H. Wash	28 Sunset Dr. Petal MS 39465
2	1977 Sunset Dr. PETAL MS 39465
3	#8 Woodland St. Petal, MS 39465
4	" " " " " "
5	51 Woodland St. Petal MS 39465
6	" " " " " "
7	77 Russell Rd. Petal, MS 39465
8	" " " " " "
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	

WE, THE UNDERSIGNED CITIZENS OF PETAL, DO HEREBY REQUEST THE MAYOR AND BOARD OF ALDERMEN TO MAINTAIN THE ORDINANCE PERMITTING LIMITED BURNING WITHIN THE CITY OF PETAL.

NAME	ADDRESS
1 Nan Reblar	127 Cherry Oak Trail
2 Cindy Keller	410 S. George St.
3 Ned Keller	414 S. George St.
4	127 Cherry Oak Trail
5	187 Cherry Oak Trail
6	127 Cherry Oak Trail
7	407 S. George St.
8	408 S. George St.
9	408 S. George St.
10	408 S. George St.
11	408 E. 4th Ave.
12	408 E. 4th Ave.
13	408 E. 4th Ave.
14	410 E. 4th Avenue
15	206 Charles St.
16	206 Charles St.
17	206 Charles St.
18	" " " "
19	505 E. 4th Ave.
20	101 Elaine Dr.
21	101 " " "
22	504 E. 4th Ave.
23	313 Petal Dr. MS. 39465
24	313 Petal Dr. MS. 39465
25	308 Petal Dr. 39465
26	308 Petal Dr. 39465
27	308 Petal Dr. 39465
28	313 Petal Dr. 39465
29	313 Petal Dr. 39465
30	204 E. 6th 39465

EXHIBIT "A"

WE, THE UNDERSIGNED CITIZENS OF PETAL, DO HEREBY REQUEST THE MAYOR AND BOARD OF ALDERMEN TO MAINTAIN THE ORDINANCE PERMITTING LIMITED BURNING WITHIN THE CITY OF PETAL.

NAME	ADDRESS
1 Eileen H. Cook	1701 Old Richmond Rd.
2 David Thompson	1701 Old Richmond Rd.
3 Margie M. Hamble	Same
4 Arthur Johnson	207 E. 8th Ave. Petal
5 Keith Fleming	207 E. 8th Ave. Petal
6 Anthony C. Pardo	507 Short-Tank Petal
7 Anna Garcia	205 E. 8th Ave. Petal
8 Terry Higgins	205 E. 8th Ave. Petal
9 Patricia J. Hoeffel	204 East 8th Ave. Petal
10 M. W. H. H. H. H. H.	204 E. 8th Ave. Petal
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	

WE, THE UNDERSIGNED CITIZENS OF PETAL, DO HEREBY REQUEST THE MAYOR AND BOARD OF ALDERMEN TO MAINTAIN THE ORDINANCE PERMITTING LIMITED BURNING WITHIN THE CITY OF PETAL.

NAME	ADDRESS
1 Susan Reed	102 Milky Dr.
2	100 Milky Dr.
3	201 E. 7th Ave
4	400 Richmond Rd.
5	402 Old Richmond Rd.
6	200 E. 8th Ave.
7	203 E. 8th Ave.
8	619 S. Main St.
9	619 S. Main St.
10	14 Red Oak
11	107 Milky Dr. Petal
12	108 E. 7th Ave. Petal
13	108 E. 7th Ave. Petal
14	112 W. Main St. Petal
15	212 E. 6th Ave. Petal
16	313 East on Petal
17	103 Milky Dr. Petal
18	506 James St.
19	526 James St. Petal
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	

53

WE, THE UNDERSIGNED CITIZENS OF PETAL, DO HEREBY REQUEST THE MAYOR AND BOARD OF ALDERMEN TO MAINTAIN THE ORDINANCE PERMITTING LIMITED BURNING WITHIN THE CITY OF PETAL.

NAME	ADDRESS
1	111 - 1114 1/2
2	48 Woodlawn St. Petal
3	109 W. Main St.
4	203 Collins St.
5	601 H-7 St.
6	201 Mangrove Ave. Petal
7	226 Cypress Court
8	111 E. 7th Ave.
9	203 Collins Ave. Petal
10	122 Jackson Ave. Petal
11	207 Smith St. Petal
12	20 Country Park Dr.
13	307 Cameron Ave.
14	111 Pine St.
15	223 Smith St. Petal
16	36 Hillcrest Dr.
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	
29	
30	

WE, THE UNDERSIGNED CITIZENS OF PETAL, DO HEREBY REQUEST THE MAYOR AND BOARD OF ALDERMEN TO MAINTAIN THE ORDINANCE PERMITTING LIMITED BURNING WITHIN THE CITY OF PETAL.

NAME	ADDRESS
1	105 Park Drive Petal Ms
2	306 Cass St. Petal Ms
3	306 Cass St. Petal Ms
4	145 West 10th St. Petal Ms
5	112 Blvd Ave. Petal Ms
6	103 Blvd Ave. Petal Ms
7	103 Blvd Ave. Petal Ms
8	101 Blvd Ave. Petal Ms
9	101 Blvd Ave. Petal Ms
10	400 Day Drive Petal
11	106 Blvd Ave. Petal
12	221 Silwood Terrace Petal
13	23 Cass St. Petal
14	211 Cass St. Petal
15	405 Smith St. Petal
16	405 Smith St. Petal
17	202 Woodlawn Ave
18	202 Woodlawn Ave
19	107 Bantel St.
20	107 Bantel St.
21	221 Bantel St.
22	
23	
24	
25	
26	
27	
28	
29	
30	

EXHIBIT "A"

WE, THE UNDERSIGNED CITIZENS OF PETAL, DO HEREBY
REQUEST THE MAYOR AND BOARD OF PETAL TO MAINTAIN
THE ORDINANCE PERMITTING LIMITED BURNING
WITHIN THE CITY OF PETAL.

NAME ADDRESS

- 1 James Martin 101 Crabapple Ln.
- 2 Ricky Jones 308 Cassil St. Petal
- 3 Ed Sullivan 309 Cassil St. Petal
- 4 Shirley Sullivan "
- 5 Mack Brown 310 Cassil St. Petal
- 6 Shirley & Shavon 302 Smith St. Petal, MD.
- 7 Kenneth Pope 307 Cassil St. Petal, MS.
- 8 Kenneth Pope 307 Cassil St. Petal, MS.
- 9 Linda Smith 9 Raylane Petal, MS
- 10 Lynn Smith 9 Raylane Petal, MS
- 11 Marty Sullivan 15 Raylane Petal, MS
- 12 Willie Mae 1402 Old River Rd. Petal, MS.
- 13 James Woodall 1402 Old River Rd. Petal, MS.
- 14 Dale Woodall 1402 Old River Rd. Petal, MS.
- 15 Sara Lee 1402 Old River Rd. Petal, MS.
- 16 Teresa Lee 1402 Old River Rd. Petal, MS.
- 17 Johnny French 1401 Old River Rd. Petal, MS.
- 18 Donald Wagner 1401 Old River Rd. Petal, MS.
- 19 Jimmy Davidson 71 Idell Circle, Petal, MS
- 20 Rhonda Dickerson 71 Idell Circle, Petal, MS
- 21 Shirley Clinton 59 Idell Circle, Petal, MS
- 22 Jim Gilbert 311 Jones Petal, MS.
- 23 Wanda Heltzer 79 Idell Circle, MS.
- 24 Bob Perry 91 Idell Circle, MS.
- 25 James Carter 104 Mendocino Cir. Petal, MS
- 26 James Carter 104 Mendocino Cir. Petal, MS
- 27 Dan E. 45 Hawthorn
- 28 Dalvin Bradley 23 Idell Circle
- 29 Darvin Bailey 2 Idell Circle, Petal, MS
- 30 Cecelia Jackson 16 Idell Cr. Petal,

CITIZENS

- ~~Charles Chasin Petal~~
~~Elizabeth Chasin Petal~~
- | | |
|------------------|-----------------------|
| Angela Jennings | 12 Raylane Petal |
| Angela Ireland | 09 Kimela Rd Petal |
| Robert Wilkin | 15 Idell Cir Petal |
| John Westberry | 34 Idell Circle Petal |
| Marta Monday | 23 Idell Cir Petal |
| Georgia Teunda | 26 Idell Cir. Petal |
| Bebe Campbell | 26 Idell Cir. Petal |
| Micheal Sullivan | 20 Ray lane Petal |
| Tim Jones | 14 Kimela Rd Petal |
| David Jones | 14 Kimela Rd. Petal |
| Joe Jones | 14 Kimela Rd. Petal |
| Betty Gray | 14 Kimela Rd Petal |

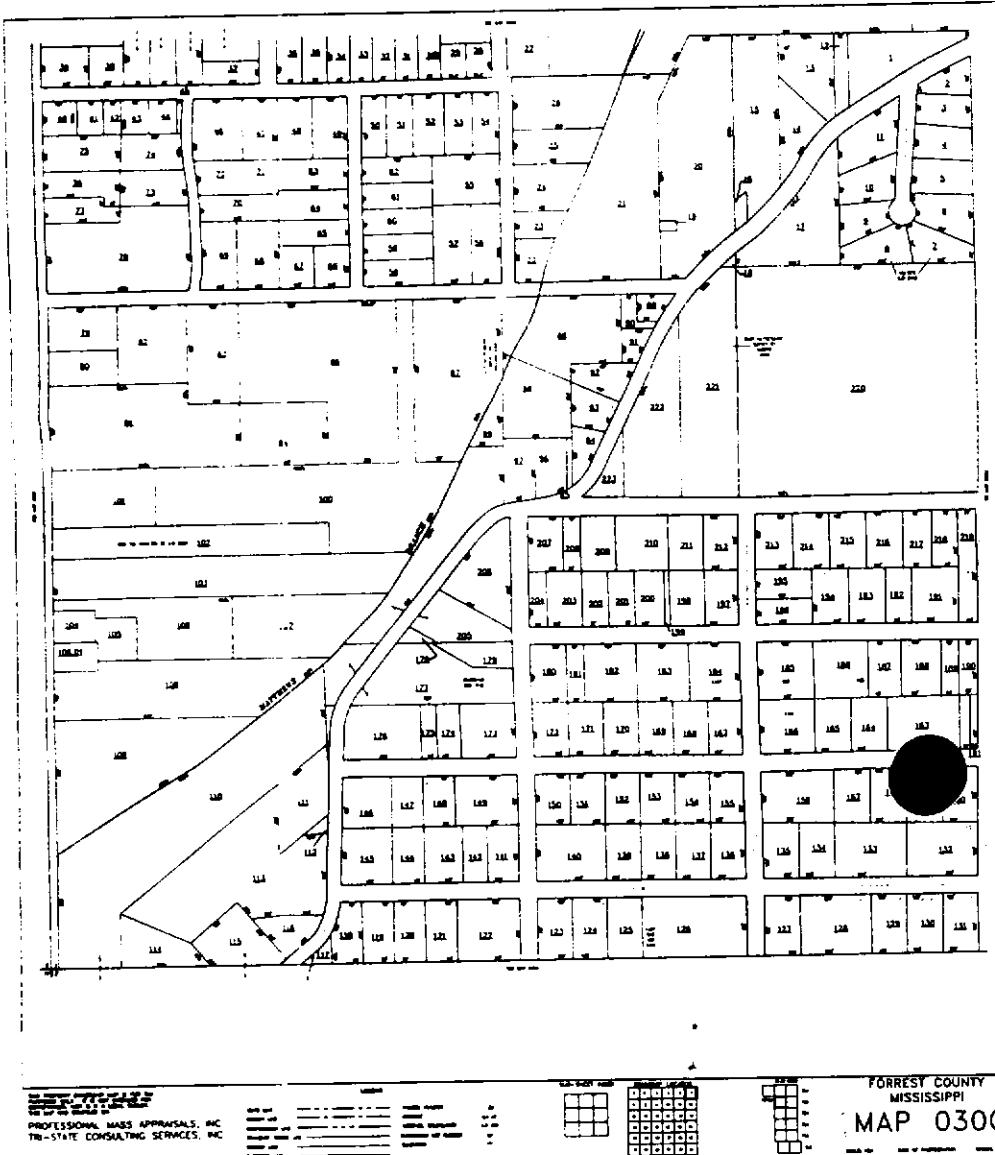
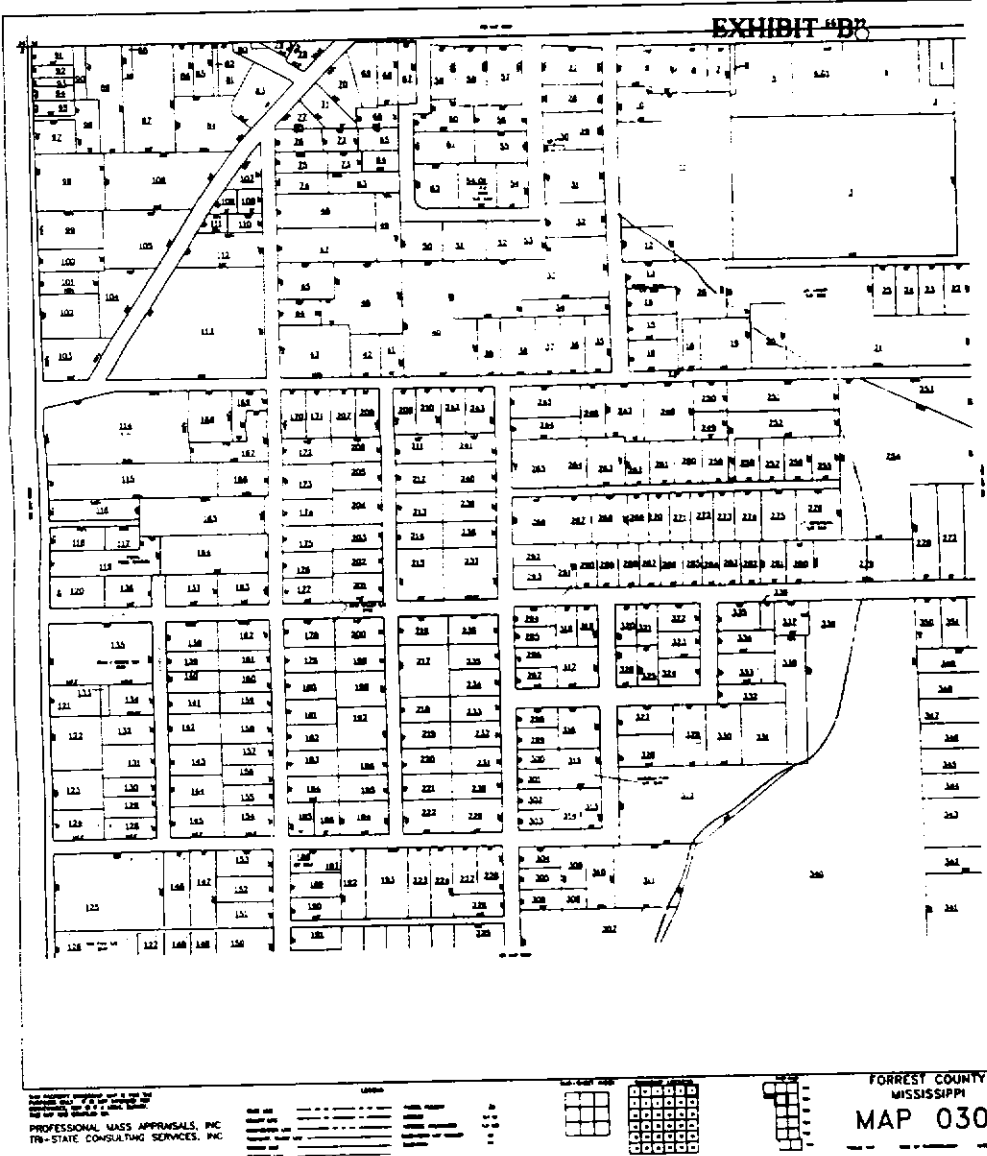


EXHIBIT "C"

TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the last Monday in May as the day for the observance of NATIONAL MEMORIAL DAY and JEFFERSON DAVIS' BIRTHDAY, and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

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

MONDAY, MAY 26, 2003

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 29th day of April, 2003.



Eric Clark

ERIC CLARK
SECRETARY OF STATE
STATE OF MISSISSIPPI

EXHIBIT "D"

DAILY ACTIVITY REPORT

2003

Line Item, Number Tele. and Hours Date April 3-4-7-7

LABOR					
REG.	OT.	RATE	TITLE	NAME	AMOUNT
16	8	6.25	Labor	Shelton Jenkins	100.00
16		6.25	Labor	Rick Davis	100.00
8		6.83	Labor	Steve Howard	54.64
22		8.64		Rick Wally	190.96
22		6.54		Billy Russell	144.96
8		6.25		Matt Hedley	50.00
					644.56

EQUIPMENT					
REG.	OT.	RATE	APPLICANT OWNED OR NAME OF LEASOR	DESCRIPTION	AMOUNT
22		6.00		Backhoe	1,320.00
22		6.50		Backhoe	1,430.00
22		4.50		Dump truck	990.00
22		4.50		Dump truck	990.00
8		5.00		Chip truck	400.00
					51,300.00

MATERIAL					
QUAN.	UNIT	DESCRIPTION	DOCUMENT OR INVOICE REF.	UNIT PRICE	AMOUNT

Rick Wally FOREMAN May 703 DATE

- § 19-11. Cleaning property costs and expenses
- (1) The governing authority of any municipality is hereby authorized and empowered, on its own motion, or upon the receipt of a petition requesting the municipal authority to so act signed by a majority of the residents residing upon any street or alley within three hundred (300) feet of any parcel of land alleged to be in need of cleaning, to give notice to the property owner by United States registered mail or certified mail two (2) weeks before the date of a hearing, or by service of notice as provided in this section by a police officer at least two (2) weeks before the date of a hearing, or if the property owner be unknown or his address unknown, then by two (2) weeks' notice in a newspaper having a general circulation in the municipality, of a hearing to determine whether or not any parcel of land is in such a state of uncleanness as to be a menace to the public health and safety of the community. If, at such hearing, the governing authority shall, in its resolution, adjudicate such a parcel of land in its then condition to be a menace to the public health and safety of the community, the governing authority shall, if the owner does not do so himself, proceed to clean the land, by the use of municipal employees or by contract, by cutting weeds, filling cisterns; removing rubbish, dilapidated fences, outside toilets, dilapidated buildings and other debris; and draining cesspools and standing water therefrom. Thereafter, the governing authority may, at its next regular meeting, by resolution adjudicate the actual cost of cleaning the property and may also impose a penalty of Two Hundred Fifty Dollars (\$250.00) or twenty-five percent (25%) of such actual cost, whichever is more. The cost and any penalty may become a civil debt against the property owner, or, at the option of the governing authority, an assessment against the property. The cost assessed against the property means the cost to the municipality of using its own employees to do the work or the cost to the municipality of any contract executed by the municipality to have the work done. The action herein authorized shall not be undertaken against any one (1) parcel of land more than five (5) times in any one (1) calendar year, and the expense of cleaning of said property shall not exceed an aggregate amount of Ten Thousand Dollars (\$10,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. If it is determined by the governing authorities of a municipality that it is necessary to clean a parcel of land more than once within a calendar year, then the municipality may clean such property provided notice to the property owner is given by United States regular mail to the last known address at least ten (10) days before cleaning the property. The governing authorities of a municipality may assess the same penalty for each time they clean as otherwise provided in this section. The penalty provided herein shall not be assessed against the State of Mississippi upon request for reimbursement under Section 29-1-145, nor shall a municipality clean a parcel owned by the State of Mississippi without first giving notice.
 - (2) In the event the governing authority declares, by resolution, that the cost and any penalty shall be collected as a civil debt, the governing authority may authorize the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs, reasonable attorney's fees and interest from the date that the property was cleaned.
 - (3) In the event that the governing authority does not declare that the cost and any penalty shall be collected as a civil debt, then the assessment above provided for shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the municipality shall, upon order of the board of governing authorities, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent municipal taxes.

EXHIBIT "E"

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 2001 ("Effective Date") between

CITY OF PETAL

OWNER") and

SHOWS, DEARMAN & WAITS, INC.

("ENGINEER").

OWNER intends to DEVELOP PLANS, SPECIFICATIONS AND CONSTRUCTION ADMINISTRATION FOR \$200,000.00 DRAINAGE IMPROVEMENTS THROUGHOUT THE CITY OF PETAL. THE ENGINEER IS TO DEVELOP PLANS AND SPECIFICATIONS FOR THE PROJECT. ADDITIONALLY, THE ENGINEER WILL PROVIDE RESIDENT INSPECTION AS DETERMINED NECESSARY. ("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 13

Standard Form of Agreement
Between Owner and Engineer for Professional Services
Page 2 of 13

amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

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.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, 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 as set forth in Exhibit C.

E. *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.

F. *Legislative Actions.* In the event of legislative action on the Effective Date of the Agreement by any level of government that impose 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.

Standard Form of Agreement
Between Owner and Engineer for Professional Services
Page 3 of 13

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.

C. If authorized by OWNER, ENGINEER shall furnish Resident 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 extended 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 reactivation 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. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the

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. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be 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 certified, that would result in the ENGINEER's having to testify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. 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.

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 Documents Committee (Document No. 1910-E, 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.

Standard Form of Agreement
Between Owner and Engineer for Professional Services
Page 4 of 13

EXHIBIT "E"

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

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 attorneys' 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 on any general 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 certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at intervals 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 insurers 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 so 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 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 no 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 90 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 any substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform a proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and 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, 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 prepare notes as to the status of completed and uncompleted 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, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.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 said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless

specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor 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 surety 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 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 Risk

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 damage 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.2 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 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 Risk," if any.

6.12 Notices

A. Any notice 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. Whenever 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

EXHIBIT "E"

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 I, of this Agreement.

7. **Bid**--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices 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 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 covering 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 exhibit 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 moneys 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 to: (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. **Correction 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 Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. **Defective**--An adjective which, when modifying the word Work, refers to Work that is

unsatisfactory, 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 phases 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, 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 furnished 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. **Laws and Regulations; Laws or Regulations**--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 sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

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. **Reimbursable Expenses**--The expenses incurred directly by ENGINEER in connection with the performing or furnishing of Basic 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 as set forth in Exhibit D.

35. **Samples**--Physical examples 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**--Lands or areas indicated in the Contract Documents as 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 purposes 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.

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

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 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.

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 emergency. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that 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 3 pages.
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 3 pages.
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," consisting of 4 pages.
- E. Exhibit E, "Notice of Acceptability of Work," consisting of 0 pages.
- F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.
- G. Exhibit G, "Insurance," consisting of 0 pages.
- H. Exhibit H, "Dispute Resolution," consisting of 0 pages.
- I. Exhibit I, "Allocation of Risks," consisting of 0 pages.
- J. Exhibit J, "Special Provisions," consisting of 0 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.

EXHIBIT "E"

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

OWNER: CITY OF PETAL

[Signature]
By: _____

Title: Mayor

Date Signed: _____

Address for giving notices:

Designated Representative (paragraph 6.02.A):

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

ENGINEER: SHOWS, DRONLMAN & WAITS, INC.

[Signature]
By: _____

Title: Vice-President

Date Signed: 5-27-03

Address for giving notices:
P.O. Box 1711
Hemphill, MS 39401-1711

Designated Representative (paragraph 6.02.A):
Raymond M. Dorman, P.E., R.L.S.

Title: President

Phone Number: 601-544-1821

Facsimile Number: 501-544-0201

E-Mail Address: PRCALLSTAT@AOL.COM