

BE IT REMEMBERED THAT THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON AUGUST 16, 2005 WAS RECESSED BECAUSE OF LACK OF A QUORUM UNTIL AUGUST 22, 2005 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR CARL SCOTT
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS PRESENT	ALLEN BUGG REGINA ANDERSON JERRY LITTLE JAY ELDER EARL HENDRY GLENN CRAFT ROY KELLY AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY BRO. JIMMIE GARRARD.

WHEREAS, MAYOR SCOTT PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS:

- IX. GENERAL BUSINESS
1. REQUEST TO ADOPT THE 2005-2006 ASSESSMENT SCHEDULE.
 2. OMIT
 14. REQUEST TO LAY OFF BARBARA RUSSELL FROM THE RECREATION DEPARTMENT
 15. REQUEST TO LAY OFF DENA BRYANT FROM THE RECREATION DEPARTMENT.
 20. REQUEST TO ADDRESS THE BOARD REGARDING EASEMENT TO BELLSOUTH FOR UPDATING AND EXPANDING TELECOMMUNICATIONS EQUIPMENT. (GARY STAPLES)
 21. REQUEST TO ACCEPT THE RESIGNATION OF JOSHUA GANDY IN THE POLICE DEPARTMENT.
 22. REQUEST TO ACCEPT THE STANDARD FORM OF AGREEMENT BETWEEN OWNER & ENGINEER FOR PROFESSIONAL SERVICES FORM SHOWS, DEARMAN, & WAITS, INC REGARDING BYRD BLVD
 23. REQUEST TO TERMINATE JOSEPH GRIFFIN, IN THE RECREATION DEPARTMENT EFFECTIVE AUGUST 12, 2005.
 24. REQUEST TO TERMINATE DANIEL DYKES OF THE STREET DEPARTMENT EFFECTIVE AUGUST 18, 2005.
 25. REQUEST TO APPROVE ITALIAN RESTAURANT AT 521 HIGHWAY 42 UNDER CONDITIONAL USES.
 26. REQUEST TO AUTHORIZE THE STREET AND SANITATION DEPARTMENT TO WEAR SHORTS
- X. SEMINARS & TRAVEL
2. REQUEST TO PAY ERIC HARDING MILEAGE AND MEAL ALLOWANCE FOR A TRIP TO CHICAGO, IL TO PICK UP A HAZARDOUS MATERIAL TRAILER DONATED TO THE FIRE DEPARTMENT AT A COST OF \$736.40.
- XI. ORDERS & ORDINANCES
1. OMIT
 3. REQUEST TO HIRE JOHN MOTES PART TIME IN THE POLICE DEPT AS CROSSING GUARD AT THE PETAL HIGH SCHOOL
 4. REQUEST TO HIRE GARVIN MCMULLAN FULL TIME IN THE POLICE DEPARTMENT AS A FIRST CLASS PATROLMAN
 5. REQUEST TO HIRE ANTHONY OLIVER FULL TIME IN THE POLICE DEPARTMENT AS A FOURTH CLASS PATROLMAN
 6. REQUEST TO HIRE JONATHAN BRADY FULL TIME IN THE POLICE DEPARTMENT AS A THIRD CLASS PATROLMAN
 7. REQUEST TO HIRE LINDA COLEMAN PART TIME IN THE POLICE DEPARTMENT AS CROSSING GUARD AT THE PETAL MIDDLE SCHOOL

8. REQUEST TO PROMOTE SHANE PICKETT TO FULL TIME TRAINING OFFICER WITH APPT TO THE RANK OF LIEUTENANT EFFECTIVE SEPTEMBER 1, 2005.
9. AMEND ORDINANCE 1979(42A-170)
10. ADOPT ORDINANCE 2005(1)
11. AMEND ORDINANCE 1975(22A)
12. AMEND ORDINANCE 1975(21)
13. AMEND ORDINANCE 1975(20)
14. AMEND ORDINANCE 1979(45)
15. AMEND ORDINANCE 1979(42A-2)
16. AMEND ORDINANCE 1981(53-1)
17. RESCIND ORDINANCE 1981(53-2)
18. AMEND ORDINANCE 1975(23-A)
19. AMEND ORDINANCE 1975(18-1)
20. AMEND ORDINANCE 1979(18A-3)

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGING AMENDMENTS. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MINUTES OF THE REGULAR MEETING OF AUGUST 2, 2005 AND THE SPECIAL MEETING OF AUGUST 8, 2005.

THEREUPON, ALDERMAN MOORE MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF AUGUST 2, 2005 AND THE SPECIAL MEETING OF AUGUST 8, 2005 BE ADOPTED AS WRITTEN. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO MOVE THE MEETING TO THE CIVIC CENTER FOR PUBLIC COMMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO MOVE THE MEETING TO THE CIVIC CENTER FOR PUBLIC COMMENT. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

MAYOR SCOTT REOPENED THE MEETING AFTER THE PUBLIC COMMENT AT THE CIVIC CENTER.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO REOPEN THE RECESS MEETING. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE NEW PREMIUM FROM UNITED HEALTHCARE WITH THE INCREASE OF 6.7%.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ACCEPT THE NEW PREMIUM OF 6.7% INCREASE IN THE HEALTH INSURANCE FROM UNITED HEALTHCARE. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE NEW PREMIUM FROM SUN LIFE INSURANCE FOR \$20,000.00 COVERAGE PER EMPLOYEE.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE NEW PREMIUM FROM SUN LIFE INSURANCE FOR \$20,000.00 COVERAGE PER EMPLOYEE. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, BILL THOMAS ADDRESSED THE MAYOR AND BOARD OF ALDERMEN FOR A TEMPORARY RELIEF FROM ZONING RESTRICTIONS FOR 35 BEECH LANE. MR THOMAS STATED THAT UNTIL THE SEWER LINES ARE IN PLACE, HE WOULD LIKE TO HOLD OFF IN COMING UP TO COMPLIANCE.

WHEREAS, MAYOR SCOTT PRESENTED THE RECOMMENDATION FROM BILL THOMAS TO WAVE THE REQUIREMENT TO COMPLY UNTIL JANUARY 1, 2006.

DIED TO LACK OF A MOTION.

WHEREAS, MAYOR SCOTT PRESENTED THE MOTOR VEHICLE ASSESSMENT SCHEDULE FOR THE FISCAL YEAR 2005-2006.

SEE EXHIBIT "A"

2005-2006 MOTOR VEHICLE ASSESSMENT SCHEDULE

THEREUPON, ALDERMAN MOORE MADE A MOTION TO APPROVE THE ORDER ADOPTING THE 2005-2006 MOTOR VEHICLE ASSESSMENT SCHEDULE. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROOF OF PUBLICATION:

1. ORDINANCE 1979(42A-167)

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION THAT THE FOREGOING PROOF OF PUBLICATION BE ACCEPTED AND FILED. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #25527 FROM ECO SYSTEMS, INC IN THE AMOUNT OF \$397.50 FOR PROFESSIONAL SERVICES ON STORMWATER PROJECT.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #25527 FROM ECO SYSTEMS, INC IN AMOUNT OF \$397.50 FOR STORMWATER PROJECT. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #25528 FROM ECO SYSTEMS, INC IN THE AMOUNT OF \$600.00 FOR PROFESSIONAL SERVICES ON STORMWATER PROJECT.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #25528 FROM ECO SYSTEMS, INC IN AMOUNT OF \$600.00 FOR STORMWATER PROJECT. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE ADDENDUM TO INTERLOCAL AGREEMENT BETWEEN HATTIESBURG, FORREST COUNTY, LAMAR COUNTY AND METRO CRIME STOPPERS.

SEE EXHIBIT "B"

INTERLOCAL AGREEMENT

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ADOPT THE ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN HATTIESBURG, FORREST COUNTY, LAMAR COUNTY AND METRO CRIME STOPPERS. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO BECOME A BRONZE SPONSOR FOR THE AMERICAN HEART WALK IN THE COST OF \$250.00.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO BECOME A BRONZE SPONSOR FOR THE AMERICAN HEART WALK IN THE COST OF \$250.00. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE RESIGNATION OF BEN MCCOY FROM TRAFFIC CONTROL.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE RESIGNATION OF BEN MCCOY FROM TRAFFIC CONTROL EFFECTIVE AUGUST 16, 2005. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE RESIGNATION OF BARRY BISHOP FROM TRAFFIC CONTROL.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE RESIGNATION OF BARRY BISHOP FROM TRAFFIC CONTROL EFFECTIVE AUGUST 16, 2005. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED ESTIMATE #2 FROM JAY VAN COMPANY FOR FIRE STATION #3 IN AMOUNT OF \$34,499.00.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #2 FROM JAY VAN COMPANY IN AMOUNT OF \$34,499.00 FOR FIRE STATION #3. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF JULY 2005.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF JULY 2005. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF JULY 2005.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURE REPORT FOR THE MONTH OF JULY 2005. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #272 FROM GRIFFIN ARCHITECTURE IN AMOUNT OF \$874.50 FOR FIRE STATION #3.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #272 FROM GRIFFIN ARCHITECTURE IN AMOUNT OF \$874.50 FOR FIRE STATION #3. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO LAY OFF BARBARA RUSSELL FROM THE RECREATION DEPARTMENT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE REQUEST TO LAY OFF BARBARA RUSSELL FROM THE RECREATION DEPARTMENT AND TO GIVE PROCLAMATION OF APPRECIATION OF YEARS OF SERVICE. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO LAY OFF DENA BRYANT FROM THE RECREATION DEPARTMENT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE REQUEST TO LAY OFF DENA BRYANT FROM THE RECREATION DEPARTMENT AND TO GIVE PROCLAMATION OF APPRECIATION OF YEARS OF SERVICE. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE WITH THE RECOMMENDATION FROM THE PLANNING COMMISSION TO REZONE PROPERTY LOCATED ON THE CORNER OF HILLCREST AND CARTERVILLE ROAR FROM R-1 TO C-2.

SEE EXHIBIT "C"

ORDINANCE 1979(42A-168)

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE WITH THE RECOMMENDATION FROM THE PLANNING COMMISSION TO REZONE PROPERTY LOCATED AT #3 HENSARLING DRIVE FROM R-1 TO C-0.

SEE EXHIBIT "D"

ORDINANCE 1979(42A-169)

THEREUPON, ALDERMAN CLAYTON MADE AMOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO SET HEARING DATE FOR PROPERTY LOCATED AT 602 HWY 42.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET THE ZONING HEARING FOR AUGUST 23, 2005 AT 7:00 P.M. IN THE BOARDROOM. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO SET HEARING DATE FOR PROPERTY LOCATED AT 606 HWY 42.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO SET THE ZONING HEARING FOR AUGUST 23, 2005 AT 7:00 P.M. IN THE BOARDROOM. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, GARY STAPLES OF BELL SOUTH TELEPHONE ADDRESSED THE MAYOR AND BOARD OF ALDERMEN IN REGARDS TO AN EASEMENT ON HILLCREST LOOP TO UPGRADE TELECOMMUNCATIONS EQUIPMENT NEXT TO THE WATER WELL THE CITY HAS LOCATED ON HILLCREST.

SEE EXHIBIT "E"

EASEMENT

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE MAYOR TO GRANT AN EASEMENT ON HILLCREST LOOP FOR BELL SOUTH TO UPGRADE THEIR TELECOMMUNICATION EQUIPMENT. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A RESIGNATION LETTER FROM JOSHUA GANDY OF THE POLICE DEPARTMENT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT JOSHUA GANDY RESIGNATION LETTER EFFECTIVE AUGUST 31, 2005. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE STANDARD FORM OF AGREEMENT BETWEEN OWNER & ENGINEER FOR PROFESSIONAL SERVICES FROM SHOWS, DEARMAN & WAITS, INC REGARDING BYRD BLVD.

SEE EXHIBIT "F"

STANDARD FORM OF AGREEMENT

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES FROM SHOWS, DEARMAN & WAITS, INC. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR RECREATION DIRECTOR TOM HARDGES TO TERMINATE JOSEPH GRIFFIN ON AUGUST 12, 2005.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RECOMMENDATION FROM RECREATION DIRECTOR TOM HARDGES TO TERMINATE JOSEPH GRIFFIN EFFECTIVE AUGUST 12, 2005. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO APPROVE AN ITALIAN RESTAURANT AT 521 HIGHWAY 42 UNDER C-O, CONDITIONAL USES.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RECOMMENDATION OF BUILDING INSPECTOR DAN TOLBERT TO GRANT THE ITALIAN

RESTAURANT AT 521 HIGHWAY 42 TO OPERATE UNDER CONDITIONAL USES. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR THE STREET AND SANITATION DEPARTMENTS TO WEAR SHORTS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE STREET AND SANITATION DEPARTMENT TO WEAR SHORTS. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM COURT CLERK SHAROLD FEDRICK TO ATTEND THE MUNICIPAL COURT CLERK FALL SEMINAR IN JACKSON, MS SEPTEMBER 7-9, 2005.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE COURT CLERK SHAROLD FEDRICK TO ATTEND THE MUNICIPAL COURT CLERK FALL SEMINAR IN JACKSON, MS SEPTEMBER 7-9, 2005. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR ERIC HARDING TO TRAVEL TO CHICAGO, IL TO PICK UP HAZARDOUS MATERIAL TRAILER DONATED TO THE FIRE DEPARTMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE ERIC HARDING TO TRAVEL TO CHICAGO, IL TO PICK UP HAZARDOUS MATERIAL TRAILER DONATED TO THE FIRE DEPARTMENT AND TO PAY HIS EXPENSES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "YEA"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO AMEND ORDINANCE 1979(44-L) TO INCLUDE SENIOR CITIZEN DISCOUNT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AMEND ORDINANCE 1979(44-L) TO INCLUDE SENIOR CITIZEN DISCOUNT.

DIED TO LACK OF SECONDED.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO RESCIND ORDINANCE

DIED TO LACK OF SECONDED.

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING PART TIME POLICE OFFICER AS CROSSING GUARD IN THE POLICE DEPARTMENT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME CROSSING GUARD AT PETAL HIGH SCHOOL IN THE POLICE DEPARTMENT.

IT IS HEREBY ORDERED THAT JOHN MOTES BE HIRED AS A PART-TIME CROSSING GUARD AT A RATE OF \$6.24 PER HOUR EFFECTIVE AUGUST 31, 2005.

SO ORDERED ON THIS THE 22ND DAY OF AUGUST, 2005.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING FULL TIME POLICE OFFICER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A FULL TIME POLICE OFFICER, UPON THE RECOMMENDATION OF POLICE CHIEF LEE SHELBOURN.

IT IS HEREBY ORDERED THAT GARVIN MCMULLAN BE HIRED AS A 1ST CLASS PATROLMAN AT A RATE OF \$11.61 PER HOUR EFFECTIVE AUGUST 31, 2005.

SO ORDERED ON THIS THE 22ND DAY OF AUGUST, 2005.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER

ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER TO HIRE A FULL TIME POLICE OFFICER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A FULL TIME POLICE OFFICER, UPON THE RECOMMENDATION OF POLICE CHIEF LEE SHELBOURN.

IT IS HEREBY ORDERED THAT ANTHONY OLIVER BE HIRED AS A 4TH CLASS PATROLMAN AT A RATE OF \$10.23 PER HOUR EFFECTIVE AUGUST 31, 2005.

SO ORDERED ON THIS THE 22ND DAY OF AUGUST, 2005.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING A FULL TIME POLICE OFFICER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A FULL TIME POLICE OFFICER, UPON THE RECOMMENDATION OF POLICE CHIEF LEE SHELBOURN.

IT IS HEREBY ORDERED THAT JONATHAN BRADY BE HIRED AS A 3RD CLASS PATROLMAN AT A RATE OF \$10.69 PER HOUR EFFECTIVE AUGUST 31, 2005.

SO ORDERED ON THIS THE 22ND DAY OF AUGUST, 2005.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING A CROSSING GUARD FOR THE PETAL MIDDLE SCHOOL.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART TIME CROSSING GUARD, UPON THE RECOMMENDATION OF POLICE CHIEF LEE SHELBOURN.

IT IS HEREBY ORDERED THAT LINDA COLEMAN BE HIRED AS A PART TIME CROSSING GUARD FOR THE PETAL MIDDLE SCHOOL AT A RATE OF \$6.24 PER HOUR EFFECTIVE AUGUST 31, 2005.

SO ORDERED ON THIS THE 22ND DAY OF AUGUST, 2005.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER PROMOTING FIRE FIGHTER SHANE PICKETT.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO PROMOTE FIRE FIGHTER SHANE PICKETT TO THE RANK OF LIEUTENANT.

IT IS HEREBY ORDERED THAT SHANE PICKETT BE PROMOTED TO THE RANK OF LIEUTENANT AT A RATE OF \$31,000.00 ANNUALLY EFFECTIVE AUGUST 31, 2005.

SO ORDERED ON THIS THE 22ND DAY OF AUGUST, 2005.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE AMENDING THE COMPREHENSIVE ZONING.

SEE EXHIBIT "G"

ORDINANCE 1979(42A-170)

AN ORDINANCE AMENDING CERTAIN SECTIONS OF ORDINANCE 1979(42) OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF PETAL, MISSISSIPPI AMENDING REMEDIES AND PENALTIES

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE.

SEE EXHIBIT "H"

ORDINANCE 2005(1)

AN ORDINANCE SETTING FORTH RULES AND
REGULATIONS FOR ONE- AND TWO-FAMILY
DWELLINGS PURSUANT TO THE INTERNATIONAL
RESIDENCE CODE

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE.

SEE EXHIBIT "I"

ORDINANCE 1975(22A)

AN ORDINANCE ESTABLISHING STANDARDS FOR
THE INSTALLATION OF MECHANICAL SYSTEMS

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE.

SEE EXHIBIT "J"

ORDINANCE 1975(21-1)

AN ORDINANCE REGULATING THE INSTALLATION,
ALTERATION AND MAINTENANCE OF ALL PIPING

EXTENDING FROM THE POINT OF DELIVERY

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE.

SEE EXHIBIT "K"

ORDINANCE 1975(20-1)

AN ORDINANCE ESTABLISHING STANDARDS FOR THE
INSTALLATION AND MAINTENANCE OF ELECTRICAL
SYSTEMS

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE.

SEE EXHIBIT "L"

ORDINANCE 1979(45-1)

AN ORDINANCE ESTABLISHING TRUCK ROUTES IN THE CITY

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE.

SEE EXHIBIT "M"

ORDINANCE 1979(42A-3)

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING
ORDINANCE FOR THE CITY OF PETAL, MISSISSIPPI

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE.

SEE EXHIBIT "N"

ORDINANCE 1981 (53-3)

AN ORDINANCE AMENDING ORDINANCE 1981(53-2)
PROHIBITING THE MAKING, CREATION OR MAINTENANCE
OF EXCESSIVE, UNNECESSARY, UNNATURAL, OR
UNUSALLY LOUD NOISES

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED ORDINANCE 1981(53-2) TO RESCIND.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO RESCIND ORDINANCE 1981(53-2). ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE.

SEE EXHIBIT "O"

ORDINANCE 1975(23-A1)

AN ORDINANCE SETTING FORTH RULES AND REGULATIONS FOR PLUMBING
INSTALLATION

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON

ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE.

SEE EXHIBIT "P"

ORDINANCE 1975(18-1)

AN ORDINANCE AMENDING ORDINANCE 1975(18)
ESTABLISHING STANDARDS FOR THE CONSTRUCTION
AND REPAIR OF BUILDINGS, PROVIDING PENALTIES

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE FOREGOING
ORDINANCE. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE.

SEE EXHIBIT "Q"

ORDINANCE 1979(18A-3)

AN ORDINANCE AMENDING ORDINANCE 1979(18A-2) TO PROVIDE
REQUIREMENTS FOR ACCESSORY BUILDINGS TO
RESIDENTIAL BUILDINGS BY ADDING A #3
TO SECTION 6

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADOPT THE FOREGOING
ORDINANCE. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE PROCLAMATION FOR BREAST CANCER
AWARENESS.

SEE EXHIBIT "R"

PROCLAMATION

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ADOPT THE
PROCLAMATION FOR OCTOBER TO BE BREAST CANCER AWARENESS MONTH.
ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON

ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT REQUESTED AN EXECUTIVE SESSION TO DISCUSS PERSONAL MATTERS.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO CLEAR THE ROOM IN ORDER TO DECIDE IF AN EXECUTIVE SESSION IS NEEDED. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

MAYOR SCOTT REOPENED THE MEETING.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION TO DISCUSS PERSONAL MATTERS. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO TERMINATE DANIEL DYKES IN THE STREET DEPARTMENT, UPON THE RECOMMENDATION OF STREET SUPERVISOR LARRY BYRD.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO TERMINATE DANIEL DYKES IN THE STREET DEPARTMENT EFFECTIVE AUGUST 18, 2005. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAILEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER

ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO RECESS THE REGULAR MEETING OF AUGUST 16, 2005 TO AUGUST 25, 2005 AT 7:00 P.M. ALDERMAN MOORE SECONDED THE MOTION.

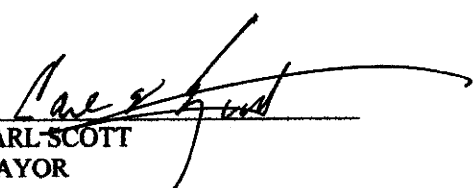
THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREBEING NO FURTHER BUSINESS, THE RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS RECESSED UNTIL AUGUST 25, 2005 AT 7:00 P.M.


CARL SCOTT
MAYOR

(SEAL)

ATTEST:


JEAN SHEE
CITY CLERK

EXHIBIT "A"

MISSISSIPPI STATE TAX COMMISSION
PROPERTY ASSESSMENT BUREAU

RULE 9. MOTOR VEHICLE ASSESSMENTS

WHEREAS, Section 27-51-15, Mississippi Code of 1972, provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the State Tax Commission and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Mississippi Code of 1972, provides that the State Tax Commission shall on or before the fifteenth day of June of each year, prepare and adopt, by minute record, an assessment schedule of motor vehicles, as defined in Section 27-51-5, Mississippi Code of 1972, which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Mississippi Code of 1972, as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

WHEREAS, said schedule, for the Fiscal Year 2005-2006 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VINVIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VINVIS system) attached herein, and the State Tax Commission being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2005-2006, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Mississippi Code of 1972, as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 25th day of May, 2005.

Joseph L. Blount
CHAIRMAN
[Signature]
ASSOCIATE COMMISSIONER

ASSOCIATE COMMISSIONER

ATTEST:

Samuel T. Palko, III
SECRETARY

Pursuant to Miss. Code Ann. Section 27-51-19, the Tax Commission is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The commission will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Commission may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

INDEX

AMBULANCES-HEARSE

BUICK.....	1
CADILLAC.....	1
CHEVROLET.....	1
DODGE.....	1
FORD.....	1
LINCOLN.....	1
MERCURY.....	1
OLDSMOBILE.....	1
PONTIAC.....	1
SCOOTERS, ETC.	
MOTOR SCOOTERS.....	1
MOTOR TRIKE-3W.....	1
MINI CARS.....	1

BODIES-TRAILERS-TANKS

FIXED ON BODIES.....	2
FIXED ON TANKS.....	3
SEMI TRAILERS.....	4
SEMI TRAILERS TANK.....	7
SEMI TRAILERS SPECIAL.....	8

SPECIAL EQUIPMENT

CONTRACTOR MISCELLANEOUS.....	9
AIR COMPRESSORS.....	9
ASPHALT DISTRIBUTORS.....	9
BUILDING MATERIAL BODIES.....	9
CONCRETE MIXERS.....	10
DRAG LINE.....	10

DRILL RIG, PILING.....	10
DRILL RIG, WATER WELLS.....	10
FEED HANDLING.....	10
FREIGHT HANDLING.....	10
HYDRAULIC HOIST.....	10
INSULATION.....	11
LUBSTER.....	11
LUMBER AND WOOD PRODUCTS.....	11
MOBILE PUMPS.....	11
PAINTING EQUIPMENT.....	11
PUMPS-SEPTIC TANK.....	11
SPREADER.....	11
TIRE SERVICE EQUIPMENT.....	12
WELDING EQUIPMENT - GAS.....	12
WELDING EQUIPMENT - ELECTRIC.....	12
WRECKERS.....	12
WINCHES.....	12
OIL & GAS FIELD INDUSTRY.....	12
PUBLIC UTILITIES.....	14

III

CITY OF PETAL
MINUTE BOOK 24

498

EXHIBIT "A"

MISCELLANEOUS SPECIAL TRAILERS

SPECIAL TRAILERS-RECRE-MISC.....	18
AUTOMOBILE - PICKUP TRAILER.....	18
CAMPERS.....	28
HOUSE TRAILER - TRAVEL TRAILER.....	29
FULL CHASS COMPT-MOTOR HOME.....	29
BOAT TRAILERS.....	29

IV

AUTOMOBILES & LIGHT TRUCKS

ASSESSMENT PERCENTAGES
AND EXPLANATION

2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

The motor vehicle assessment adopted by the Tax Commission is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks. These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 1996 and older models the assessed value is \$100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.

The Road and Privilege Tax on all passenger vehicles is \$15.00. See Sections 27-19-5 and 27-19-9, Mississippi Code of 1972, for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

V

AMBULANCES & HEARSE

ASSESSMENT PERCENTAGES

2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	\$100

MOTORCYCLES

ASSESSMENT PERCENTAGES

2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996 & older
30%	25%	20%	15%	12%	9%	7%	6%	5%	4%	3%

When assessing motorcycles, enter the appropriate value and the assessment will be calculated by the percentages listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.

SPECIAL EQUIPMENT & TRAILERS

ASSESSMENT PERCENTAGES

2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996 & older
30%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing special equipment or trailers, enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.

VI

CITY OF PETAL
MINUTE BOOK 24

EXHIBIT "A"

1430
1130

499

---SING AXLE MACH FLOAT	STEEL 24FT STEEL 28FT STEEL 32FT	7200 7870 8070
---TAND AXLE MACH FLOAT	STEEL 24FT STEEL 28FT STEEL 32FT STEEL 40FT	8400 9070 10300 11170
---SING AXLE POLE & LOG	LOCAL CONSTRUCTION ALL FACTORY BUILT ALL	870 3430
---TAND AXLE POLE & LOG	STD MFG ALL STEEL HARBORS SPEC ALL	8670 7830
---TILT SING & TAND AXLE	TILT CONTROL 08-8TON TILT CONTROL 01-8TON TILT CONTROL 06-18TON TILT CONTROL 18-25TON TILT CONTROL 28-38 TON TILT CONTROL 38-48 TON	2130 4470 8900 10130 12330 17270
VAN	STEEL OR ALUMINUM 24FT STEEL OR ALUMINUM 28FT STEEL OR ALUMINUM 32FT STEEL OR ALUMINUM 36FT STEEL OR ALUMINUM 40FT STEEL OR ALUMINUM 48FT	8830 8900 11130 13400 14600 18870
SPEC EQPT CONTRACTOR MISC		
---AIR COMPRESSOR	TRAILER MTD WITH ENG 875CFM TRAILER MTD WITH ENG 1150CFM TRAILER MTD WITH ENG 280CFM TRAILER MTD WITH ENG 380CFM	5870 18770 23400 33830
---ASPHALT DISTRIBUTOR	PTO HEATER & PUMP 800 GAL PTO HEATER AND PUMP 1000GAL PTO HEATER AND PUMP 1500GAL PTO HEATER AND PUMP 1800GAL	10170 14870 18870 18830
---TAR KETTLE TRAILER	TRAILER - 04 FT	5170
---BLD MATERIAL BODY	BRICK DUMP BODY 8-10TON	2130

CONCRETE TLE & BRICK HOIST 8-10TON FLAT DUMP BODY 8-10TON	1430 1130
CONCRETE MIXER	
ALL TYPES 8 CU YD ALL TYPES 6 CU YD ALL TYPES 7 CU YD ALL TYPES 9 CU YD ALL TYPES 8 CU YD	10130 10130 12700 13330 14270
CONCRETE MIXER TRAILER	
2 CU YD	6170
---DRAG LINE	
CABLE OPER 67 TON CABLE OPER 10TON CABLE OPER 14TON CABLE OPER 28 TON CABLE OPER 38 TON HYDRAULIC 3-TON	14870 17870 20830 27970 31400 27930 8800
UTILITY TRACTOR MTD 8-10TON	
---DRILL RIG PULMO	
PTO DRIVEN 12 DIA IN AUX ENGINE 18 DIA IN AUX ENGINE 24 DIA IN	4470 8530 7830
---DRILL RIG WATER WELLS	
LOCAL CONSTRUCTION 8-8FEET LOCAL CONSTRUCTION 9-9 FEET MOTOR DERRICK OTHER 1000FT MOTOR DERRICK OTHER 1800FT MOTOR DERRICK OTHER 2800FT	3770 7430 11130 23400 33830 44800
---FEED HANDLING	
GRINDER MIXER TON	
FEED TANK DISPENSER 2TON FEED TANK DISPENSER 3TON FEED TANK DISPENSER 4TON FEED TANK DISPENSER 5TON FEED TANK DISPENSER 6TON FEED TANK DISPENSER 12 TON FEED TANK DISPENSER 18 TON FEED TANK DISPENSER 24 TON	28330 2130 3430 4470 6670 8630 14170 21400 26100
---FRESH HANDLING	
TAIL GATE HOIST 800LBS TAIL GATE HOIST 1800LBS TAIL GATE HOIST 2800LBS TAIL GATE HOIST 3800LBS GRN POLE WINCH 2000-LBS GRN POLE WINCH 3000-LBS FORK LIFT 800 LBS YARD TRACTOR	630 800 1430 1730 1870 3430 13300 30870
---HYDRAULIC HOIST	
SIGN ERECTION MISC COST 800 SIGN ERECTION MISC COST 8400 SIGN ERECTION MISC COST 8800 SIGN ERECTION MISC COST 9800 SIGN ERECTION MISC COST 1000 SIGN ERECTION MISC COST 1000 SIGN ERECTION MISC COST 2000 SIGN ERECTION MISC COST 2000 SIGN ERECTION MISC COST 3000 SIGN ERECTION MISC COST 4000 SIGN ERECTION MISC COST 8000 SIGN ERECTION MISC GLASS TRANSPORT CRANE	470 870 1170 1800 2030 2030 4030 4030 8100 8100 10730 13330 14400

---INSULATION	MECH BLOWER HEAVY MECH BLOWER MED MECH BLOWER LIGHT	5330 2870 1430
---LUBRTER	AIR GREASE FUEL HEAVY AIR GREASE FUEL LIGHT	5870 3430
---LUMBER & WOOD PRODUCTS	LOGGERS DREAM ALL HYSTER ALL PULPHOOD BACK ALL PULPHOOD BLK LOADER ALL SIDE LOADER ALL TREE TRIMMER ALL DOUBLE-DISCHGR LOG TRLR HARBORS SPECIAL LOG ALL STUMP CUTTER TREE TRANSPLANTER 80" BALL TREE TRANSPLANTER 80" BALL TREE TRANSPLANTER 90" BALL TREE TRANSPLANTER 90" BALL	8930 23400 130 1130 2130 20700 18000 7830 7430 27470 27270 28830 28770
---MOBILE PUMPS LIQUID	AS ABOVE SMALL AS ABOVE MEDIUM AS ABOVE LARGE AS ABOVE XLARGE	1130 2130 3430 8900
---MOBILE SHOP	OPEN OR CLOSED 1-00TON OPEN OR CLOSED 1-80TON OPEN OR CLOSED 2-00TON	630 800 1130
---PAINTING EQUIPMENT	COMPLETE UNIT SMALL COMPLETE UNIT MED COMPLETE UNIT LARGE	100 300 900
---THERMO PLASTIC UNITS	SPRAY UNIT 10000 CAP. MELTING UNIT 18000 CAP.	80,230 27,470
---PUMPS SEPTIC TANK	TKS PUMP POWER HOSE SMALL TKS PUMP POWER HOSE MED. TKS PUMP POWER HOSE LARGE SEWER CLEANER	1130 1870 2130 7400
---SPRAYING UNITS	INSECTICIDES ECT COST 8200 INSECTICIDES ECT COST 8400 INSECTICIDES ECT COST 8600	870 870 1170
---SPREADER BLKX	FERTILIZER ETC 8-10TON FERTILIZER ETC 2-4TON HYDRO MULCHER	2870 4630 7470

---TREE SERVICE EQUIPMENT	AIR COMP ONLY LIGHT AIR COMP ONLY MEDIUM AIR COMP & MECH LIFT HEAVY	800 800 1730
---WELDING - GAS	GENERATOR & ACES GAS DRY ACETYLENE GAS	630 800
---WELDING - ELECTRIC	ARC WELDER 180AMP ARC WELDER 280AMP ARC WELDER 280AMP ARC WELDER 380AMP ARC WELDER 400AMP	1170 1730 2130 2870 3430
---WRECKERS	PTO POWERED 82 TON PTO POWERED 84 TON PTO POWERED 88 TON PTO POWERED 96 TON PTO POWERED 18 TON PTO POWERED 18 TON PTO POWERED 38 TON PTO POWERED 38 TON ELECTRIC POWERED ALL	1430 2070 2070 6330 8630 10030 13400 20100 800
---WINCH DRIVE	WINCH PTO 82 TON WINCH PTO 88 TON WINCH PTO 18 TON WINCH PTO 18 TON WINCH PTO 28 TON WINCH PTO 28 TON WINCH PTO 38 TON WINCH PTO 38 TON WINCH PTO 48 TON	870 900 1130 1530 1870 2130 2830 3430 3770
SPEC EQPT OIL & GAS BID		
---EXPLORATORY DRILLING	TRAILER MTD UNIT ALL TRUCK MTD UNIT ALL	111,870 67,800
---FRAC TANK TRAILER	TRAILER 800 BARREL CAP	11300
---GEOPHYSICAL SERVICE ES	DRILL RIG LARGE DRILL RIG MED DRILL RIG LIGHT WATER UNIT 800GAL/OV WATER UNIT 800GAL/OV EXPLOSIVE UNIT W TANK ALL EXPLOSIVE UNIT W O TRK ALL RECORD UNIT BALT PUMP ALL RECORD UNIT W MAG TAP ALL RECORD UNIT W O MAG TAP ALL SAND DEMONSTRATOR TRAILER 8W CO-2 BOOSTER PUMP TRAILER	20100 18870 11130 2130 2130 1130 870 8830 88800 23400 4100 2270

CITY OF PETAL
MINUTE BOOK 24

EXHIBIT "A"

---FLAT BED TAND AXLE		
STEEL FRAME 18FT	4628	
STEEL FRAME 20FT	5078	
STEEL FRAME 22FT	5178	
STEEL FRAME 24FT	5628	
STEEL FRAME 26FT	7288	
STEEL FRAME 28FT	7378	
STEEL FRAME 30FT	8078	
STEEL FRAME 32FT	8888	
STEEL FRAME 34FT	8728	
STEEL FRAME 36FT	9228	
STEEL FRAME 38FT	9728	
STEEL FRAME 40FT	9788	
---TAND AXLE NON-DUMP		
ALUM 36 FT	2088	
ALUM 32 FT	1928	
---GRAIN SINGLE AXLE FLAT		
METAL FRAME STAKES 20FT	5228	
METAL FRAME STAKES 22FT	5628	
METAL FRAME STAKES 24FT	6128	
METAL FRAME STAKES 26FT	7288	
---GRAIN TAND AXLE FLAT		
METAL FRAME STAKES 20FT	7278	
METAL FRAME STAKES 22FT	8078	
METAL FRAME STAKES 24FT	8878	
METAL FRAME STAKES 26FT	9478	
---GRAIN TRAILER STANDARD		
PREFAB ALUMINUM 20FT	1028	
PREFAB ALUMINUM 22FT	1058	
PREFAB ALUMINUM 24FT	11078	
---FLAT BED GOOSENECK		
STEEL OR OTHER 18'	3228	
DROP SIDE FOLDING STEEL	4288	
STEEL OR OTHER 20'	3228	
STEEL OR OTHER 22'	4088	
---SNG AXLE VAN ALL PURPOSE		
STEEL OR ALUMINUM 20FT	7288	
STEEL OR ALUMINUM 22FT	8078	
STEEL OR ALUMINUM 24FT	8878	
STEEL OR ALUMINUM 26FT	9478	
STEEL OR ALUMINUM 28FT	10078	
STEEL OR ALUMINUM 30FT	10678	
STEEL OR ALUMINUM 32FT	11278	
STEEL OR ALUMINUM 34FT	11878	
STEEL OR ALUMINUM 36FT	12478	

---TRAILER OPTIC SINGLE AXLE		
PREF BLANK PLYWOOD 14'		500
---TAND AXLE VAN ALL PURPOSE		
STEEL OR ALUMINUM 20FT		7628
STEEL OR ALUMINUM 22FT		8028
STEEL OR ALUMINUM 24FT		1128
STEEL OR ALUMINUM 26FT		1288
STEEL OR ALUMINUM 28FT		1388
STEEL OR ALUMINUM 30 FT		1428
STEEL OR ALUMINUM 32 FT		1478
STEEL OR ALUMINUM 34 FT		1528
STEEL OR ALUMINUM 36 FT		1578
PREFBLANK - PLYWOOD - 40FT		1278
---TAND AXLE VAN ALL PURPOSE		
M.S.T. DECK		2078
---SNG AXLE PRODUCE VAN		
STEEL OR ALUMINUM 20FT		8078
STEEL OR ALUMINUM 22FT		8878
STEEL OR ALUMINUM 24FT		1428
STEEL OR ALUMINUM 26FT		1488
STEEL OR ALUMINUM 28FT		1548
---TAND AXLE PRODUCE VAN		
STEEL OR ALUMINUM 20FT		1028
STEEL OR ALUMINUM 22FT		1078
STEEL OR ALUMINUM 24FT		1478
STEEL OR ALUMINUM 26FT		1628
STEEL OR ALUMINUM 28FT		1628
---SNG AXLE REFRIG VAN		
STEEL OR ALUMINUM 20FT		1428
STEEL OR ALUMINUM 22FT		1678
STEEL OR ALUMINUM 24FT		1628
STEEL OR ALUMINUM 26FT		1708
STEEL OR ALUMINUM 28FT		1828
---TAND AXLE REFRIG VAN		
STEEL OR ALUMINUM 20FT		1728
STEEL OR ALUMINUM 22FT		1828
STEEL OR ALUMINUM 24FT		1988
STEEL OR ALUMINUM 26FT		2078
STEEL OR ALUMINUM 28FT		2178
STEEL OR ALUMINUM 30FT		2278
STEEL OR ALUMINUM 32FT		2328
STEEL OR ALUMINUM 34FT		2428
STEEL OR ALUMINUM 36FT		2528
STEEL OR ALUMINUM 38FT		2628

---SEMI TRAILER TANKS		
---LP GAS OTHER PRESS		
STEEL WITH PUMP 2000GAL	4278	
STEEL WITH PUMP 2200GAL	4828	
STEEL WITH PUMP 2400GAL	5328	
STEEL WITH PUMP 2600GAL	5778	
STEEL WITH PUMP 2800GAL	6228	
STEEL WITH PUMP 3000GAL	6678	
STEEL WITH PUMP 3200GAL	7128	
STEEL WITH PUMP 3400GAL	7578	
STEEL WITH PUMP 3600GAL	8028	
STEEL WITH PUMP 3800GAL	8478	
STEEL WITH PUMP 4000GAL	8928	
STEEL WITH PUMP 4200GAL	9378	
STEEL WITH PUMP 4400GAL	9828	
STEEL WITH PUMP 4600GAL	10278	
STEEL WITH PUMP 4800GAL	10728	
STEEL WITH PUMP 5000GAL	11178	
STEEL WITH PUMP 5200GAL	11628	
STEEL WITH PUMP 5400GAL	12078	
STEEL WITH PUMP 5600GAL	12528	
STEEL WITH PUMP 5800GAL	12978	
STEEL WITH PUMP 6000GAL	13428	
---MILK & OTHER SEMI'S		
STEEL OR EQUAL 2000GAL	5278	
STEEL OR EQUAL 2200GAL	5828	
STEEL OR EQUAL 2400GAL	6328	
STEEL OR EQUAL 2600GAL	6778	
STEEL OR EQUAL 2800GAL	7228	
STEEL OR EQUAL 3000GAL	7678	
STEEL OR EQUAL 3200GAL	8128	
STEEL OR EQUAL 3400GAL	8578	
STEEL OR EQUAL 3600GAL	9028	
STEEL OR EQUAL 3800GAL	9478	
STEEL OR EQUAL 4000GAL	9928	
STEEL OR EQUAL 4200GAL	10378	
STEEL OR EQUAL 4400GAL	10828	
STEEL OR EQUAL 4600GAL	11278	
STEEL OR EQUAL 4800GAL	11728	
STEEL OR EQUAL 5000GAL	12178	
---PETRO CHEM 2000 LOW PRES		
STEEL 2000GAL	4278	
STEEL 2200GAL	4728	
STEEL 2400GAL	5178	
STEEL 2600GAL	5628	
STEEL 2800GAL	6078	
STEEL 3000GAL	6528	
STEEL 3200GAL	6978	
STEEL 3400GAL	7428	
STEEL 3600GAL	7878	
STEEL 3800GAL	8328	
STEEL 4000GAL	8778	
STEEL 4200GAL	9228	
STEEL 4400GAL	9678	
STEEL 4600GAL	10128	
STEEL 4800GAL	10578	
STEEL 5000GAL	11028	
STEEL 5200GAL	11478	
STEEL 5400GAL	11928	
STEEL 5600GAL	12378	
STEEL 5800GAL	12828	
STEEL 6000GAL	13278	
---PETRO CHEM 2000 LOW PRES		
STAINLESS STEEL 2000GAL	2028	
STAINLESS STEEL 2200GAL	2078	
STAINLESS STEEL 2400GAL	2128	
STAINLESS STEEL 2600GAL	2178	
STAINLESS STEEL 2800GAL	2228	
STAINLESS STEEL 3000GAL	2278	
STAINLESS STEEL 3200GAL	2328	
STAINLESS STEEL 3400GAL	2378	
STAINLESS STEEL 3600GAL	2428	
STAINLESS STEEL 3800GAL	2478	
STAINLESS STEEL 4000GAL	2528	
STAINLESS STEEL 4200GAL	2578	
STAINLESS STEEL 4400GAL	2628	
STAINLESS STEEL 4600GAL	2678	
STAINLESS STEEL 4800GAL	2728	
STAINLESS STEEL 5000GAL	2778	

---PETRO CHEM 2000 LOW PRES		
ALUMINUM 2000GAL		1028
ALUMINUM 2200GAL		1078
ALUMINUM 2400GAL		1128
ALUMINUM 2600GAL		1178
ALUMINUM 2800GAL		1228
ALUMINUM 3000GAL		1278
ALUMINUM 3200GAL		1328
ALUMINUM 3400GAL		1378
ALUMINUM 3600GAL		1428
ALUMINUM 3800GAL		1478
ALUMINUM 4000GAL		1528
---DRY CARGO BULK		
STEEL OR ALUMINUM 2000CF		1428
STEEL OR ALUMINUM 2200CF		1478
STEEL OR ALUMINUM 2400CF		1528
STEEL OR ALUMINUM 2600CF		1578
STEEL OR ALUMINUM 2800CF		1628
STEEL OR ALUMINUM 3000CF		1678
STEEL OR ALUMINUM 3200CF		1728
STEEL OR ALUMINUM 3400CF		1778
STEEL OR ALUMINUM 3600CF		1828
SEMI TRAILERS SPECIAL		
---AUTO TRANSPORT TRAILER		
STEEL OR EQUAL ALL		828
STEEL ALUM 2000 4 WHEEL		4478
TRANSPORT 1-2 WHEEL		288
AUTO CARGO VAN - 20FT		3288
---CARGO RACK 2000GAL		
STEEL & ALUM 20FT		628
STEEL & ALUM 22FT		678
STEEL & ALUM 24FT		728
STEEL & ALUM 26FT		778
---SINGLE AXLE DUMP		
HYDRAULIC STEEL 20 CU YD		828
CABLE STEEL 20 CU YD		878
HYDRAULIC ALUM 20 CU YD		1248
---TAND AXLE DUMP		
HYDRAULIC STEEL 34 CU YD		1928
HYDRAULIC STEEL 36 CU YD		2028
HYDRAULIC STEEL 38 CU YD		2128
HYDRAULIC STEEL 40 CU YD		2228
CABLE STEEL 34 CU YD		1128
HYDRAULIC ALUM 34 CU YD		1828
BOTTOM DUMP 40'		1278
---SNG & TAND AXLE LOW BOY		
STEEL FRAME 20TON		4278
STEEL FRAME 22TON		4778
STEEL FRAME 24TON		5278
STEEL FRAME 26TON		5778
STEEL FRAME 28TON		6278
STEEL FRAME 30TON		6778
STEEL FRAME 32TON		7278
STEEL FRAME 34TON		7778
STEEL FRAME 36TON		8278
STEEL FRAME 38TON		8778
STEEL FRAME 40TON		9278
STEEL FRAME 42TON		9778
STEEL FRAME 44TON		10278
STEEL FRAME 46TON		10778
STEEL FRAME 48TON		11278
STEEL FRAME 50TON		11778
STEEL FRAME 52TON		12278
STEEL FRAME 54TON		12778
STEEL FRAME 56TON		13278
STEEL FRAME 58TON		13778
STEEL FRAME 60TON		14278
STEEL FRAME 62TON		14778
STEEL FRAME 64TON		15278
STEEL FRAME 66TON		15778
STEEL FRAME 68TON		16278
STEEL FRAME 70TON		16778
STEEL FRAME 72TON		17278
STEEL FRAME 74TON		17778
STEEL FRAME 76TON		18278
STEEL FRAME 78TON		18778
STEEL FRAME 80TON		19278
STEEL FRAME 82TON		19778
STEEL FRAME 84TON		20278
STEEL FRAME 86TON		20778
STEEL FRAME 88TON		21278
STEEL FRAME 90TON		21778
STEEL FRAME 92TON		22278
STEEL FRAME 94TON		22778
STEEL FRAME 96TON		23278
STEEL FRAME 98TON		23778
STEEL FRAME 100TON		24278

POLE TRAILER	POLE TRL HEAVY DUTY 2 TON POLE TRL HEAVY DUTY 3 TON	1878 2150
REEL CARRIER	REEL CARRIER LIGHT REEL CARRIER MEDIUM REEL CARRIER HEAVY	2150 2870 3420
TILT SHUTTLE AXLE TRAIL	ALL LIGHT TILT CONTROL 9-9RTON TILT CONTROL 18 TON TILT CONTROL 30 TON	2150 4478 8880 18150
STRINGING EQUIPMENT	TRAILPULLER TENSION 10 TON TRAILPULLER TENSION 30 TON TRAILPULLER TENSION 50 TON TRAILPULLER TENSION 80 TON BULL WHEEL PULLER 75 TON BULL WHEEL PULLER 100 TON BULL WHEEL PULLER 150 TON BULL WHEEL PULLER 200 TON	17250 21400 27470 33550 48870 88250 78170 81550
GARBAGE TRANSFER TRAIL	OPEN TOP PUSH-OUT 75 CU YD OPEN TOP PUSH-OUT 90 CU YD	28250 21800

CITY OF PETALUMA
MINUTE BOOK 24

EXHIBIT "A"

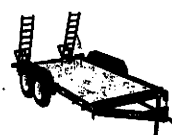
SPECIAL TRAILERS-RECREAMSC

AUTO PICKUP TRAILER	UTILITY TRAILER	
4 X 8	4 X 8	820
4 X 10	4 X 10	880
4 X 12	4 X 12	920
4 X 14	4 X 14	970
4 X 16	4 X 16	1020
4 X 18	4 X 18	1080
4 X 20	4 X 20	1130
4 X 22	4 X 22	1180
4 X 24	4 X 24	1230
4 X 26	4 X 26	1280
4 X 28	4 X 28	1330
4 X 30	4 X 30	1380
4 X 32	4 X 32	1430
4 X 34	4 X 34	1480
4 X 36	4 X 36	1530
4 X 38	4 X 38	1580
4 X 40	4 X 40	1630
4 X 42	4 X 42	1680
4 X 44	4 X 44	1730
4 X 46	4 X 46	1780
4 X 48	4 X 48	1830
4 X 50	4 X 50	1880
4 X 52	4 X 52	1930
4 X 54	4 X 54	1980
4 X 56	4 X 56	2030
4 X 58	4 X 58	2080
4 X 60	4 X 60	2130
4 X 62	4 X 62	2180
4 X 64	4 X 64	2230
4 X 66	4 X 66	2280
4 X 68	4 X 68	2330
4 X 70	4 X 70	2380
4 X 72	4 X 72	2430
4 X 74	4 X 74	2480
4 X 76	4 X 76	2530
4 X 78	4 X 78	2580
4 X 80	4 X 80	2630
4 X 82	4 X 82	2680
4 X 84	4 X 84	2730
4 X 86	4 X 86	2780
4 X 88	4 X 88	2830
4 X 90	4 X 90	2880
4 X 92	4 X 92	2930
4 X 94	4 X 94	2980
4 X 96	4 X 96	3030
4 X 98	4 X 98	3080
4 X 100	4 X 100	3130
4 X 102	4 X 102	3180
4 X 104	4 X 104	3230
4 X 106	4 X 106	3280
4 X 108	4 X 108	3330
4 X 110	4 X 110	3380
4 X 112	4 X 112	3430
4 X 114	4 X 114	3480
4 X 116	4 X 116	3530
4 X 118	4 X 118	3580
4 X 120	4 X 120	3630
4 X 122	4 X 122	3680
4 X 124	4 X 124	3730
4 X 126	4 X 126	3780
4 X 128	4 X 128	3830
4 X 130	4 X 130	3880
4 X 132	4 X 132	3930
4 X 134	4 X 134	3980
4 X 136	4 X 136	4030
4 X 138	4 X 138	4080
4 X 140	4 X 140	4130
4 X 142	4 X 142	4180
4 X 144	4 X 144	4230
4 X 146	4 X 146	4280
4 X 148	4 X 148	4330
4 X 150	4 X 150	4380
4 X 152	4 X 152	4430
4 X 154	4 X 154	4480
4 X 156	4 X 156	4530
4 X 158	4 X 158	4580
4 X 160	4 X 160	4630
4 X 162	4 X 162	4680
4 X 164	4 X 164	4730
4 X 166	4 X 166	4780
4 X 168	4 X 168	4830
4 X 170	4 X 170	4880
4 X 172	4 X 172	4930
4 X 174	4 X 174	4980
4 X 176	4 X 176	5030
4 X 178	4 X 178	5080
4 X 180	4 X 180	5130
4 X 182	4 X 182	5180
4 X 184	4 X 184	5230
4 X 186	4 X 186	5280
4 X 188	4 X 188	5330
4 X 190	4 X 190	5380
4 X 192	4 X 192	5430
4 X 194	4 X 194	5480
4 X 196	4 X 196	5530
4 X 198	4 X 198	5580
4 X 200	4 X 200	5630
4 X 202	4 X 202	5680
4 X 204	4 X 204	5730
4 X 206	4 X 206	5780
4 X 208	4 X 208	5830
4 X 210	4 X 210	5880
4 X 212	4 X 212	5930
4 X 214	4 X 214	5980
4 X 216	4 X 216	6030
4 X 218	4 X 218	6080
4 X 220	4 X 220	6130
4 X 222	4 X 222	6180
4 X 224	4 X 224	6230
4 X 226	4 X 226	6280
4 X 228	4 X 228	6330
4 X 230	4 X 230	6380
4 X 232	4 X 232	6430
4 X 234	4 X 234	6480
4 X 236	4 X 236	6530
4 X 238	4 X 238	6580
4 X 240	4 X 240	6630
4 X 242	4 X 242	6680
4 X 244	4 X 244	6730
4 X 246	4 X 246	6780
4 X 248	4 X 248	6830
4 X 250	4 X 250	6880
4 X 252	4 X 252	6930
4 X 254	4 X 254	6980
4 X 256	4 X 256	7030
4 X 258	4 X 258	7080
4 X 260	4 X 260	7130
4 X 262	4 X 262	7180
4 X 264	4 X 264	7230
4 X 266	4 X 266	7280
4 X 268	4 X 268	7330
4 X 270	4 X 270	7380
4 X 272	4 X 272	7430
4 X 274	4 X 274	7480
4 X 276	4 X 276	7530
4 X 278	4 X 278	7580
4 X 280	4 X 280	7630
4 X 282	4 X 282	7680
4 X 284	4 X 284	7730
4 X 286	4 X 286	7780
4 X 288	4 X 288	7830
4 X 290	4 X 290	7880
4 X 292	4 X 292	7930
4 X 294	4 X 294	7980
4 X 296	4 X 296	8030
4 X 298	4 X 298	8080
4 X 300	4 X 300	8130
4 X 302	4 X 302	8180
4 X 304	4 X 304	8230
4 X 306	4 X 306	8280
4 X 308	4 X 308	8330
4 X 310	4 X 310	8380
4 X 312	4 X 312	8430
4 X 314	4 X 314	8480
4 X 316	4 X 316	8530
4 X 318	4 X 318	8580
4 X 320	4 X 320	8630
4 X 322	4 X 322	8680
4 X 324	4 X 324	8730
4 X 326	4 X 326	8780
4 X 328	4 X 328	8830
4 X 330	4 X 330	8880
4 X 332	4 X 332	8930
4 X 334	4 X 334	8980
4 X 336	4 X 336	9030
4 X 338	4 X 338	9080
4 X 340	4 X 340	9130
4 X 342	4 X 342	9180
4 X 344	4 X 344	9230
4 X 346	4 X 346	9280
4 X 348	4 X 348	9330
4 X 350	4 X 350	9380
4 X 352	4 X 352	9430
4 X 354	4 X 354	9480
4 X 356	4 X 356	9530
4 X 358	4 X 358	9580
4 X 360	4 X 360	9630
4 X 362	4 X 362	9680
4 X 364	4 X 364	9730
4 X 366	4 X 366	9780
4 X 368	4 X 368	9830
4 X 370	4 X 370	9880
4 X 372	4 X 372	9930
4 X 374	4 X 374	9980
4 X 376	4 X 376	10030
4 X 378	4 X 378	10080
4 X 380	4 X 380	10130
4 X 382	4 X 382	10180
4 X 384	4 X 384	10230
4 X 386	4 X 386	10280
4 X 388	4 X 388	10330
4 X 390	4 X 390	10380
4 X 392	4 X 392	10430
4 X 394	4 X 394	10480
4 X 396	4 X 396	10530
4 X 398	4 X 398	10580
4 X 400	4 X 400	10630
4 X 402	4 X 402	10680
4 X 404	4 X 404	10730
4 X 406	4 X 406	10780
4 X 408	4 X 408	10830
4 X 410	4 X 410	10880
4 X 412	4 X 412	10930
4 X 414	4 X 414	10980
4 X 416	4 X 416	11030
4 X 418	4 X 418	11080
4 X 420	4 X 420	11130
4 X 422	4 X 422	11180
4 X 424	4 X 424	11230
4 X 426	4 X 426	11280
4 X 428	4 X 428	11330
4 X 430	4 X 430	11380
4 X 432	4 X 432	11430
4 X 434	4 X 434	11480
4 X 436	4 X 436	11530
4 X 438	4 X 438	11580
4 X 440	4 X 440	11630
4 X 442	4 X 442	11680
4 X 444	4 X 444	11730
4 X 446	4 X 446	11780
4 X 448	4 X 448	11830
4 X 450	4 X 450	11880
4 X 452	4 X 452	11930
4 X 454	4 X 454	11980
4 X 456	4 X 456	12030
4 X 458	4 X 458	12080
4 X 460	4 X 460	12130
4 X 462	4 X 462	12180
4 X 464	4 X 464	12230
4 X 466	4 X 466	12280
4 X 468	4 X 468	12330
4 X 470	4 X 470	12380
4 X 472	4 X 472	12430
4 X 474	4 X 474	12480
4 X 476	4 X 476	12530
4 X 478	4 X 478	12580
4 X 480	4 X 480	12630
4 X 482	4 X 482	12680
4 X 484	4 X 484	12730
4 X 486	4 X 486	12780
4 X 488	4 X 488	12830
4 X 490	4 X 490	12880
4 X 492	4 X 492	12930
4 X 494	4 X 494	12980
4 X 496	4 X 496	13030
4 X 498	4 X 498	13080
4 X 500	4 X 500	13130

Open Trailers



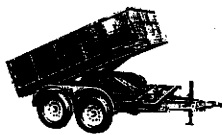
Utility Trailer



Car Carrier Solid Floor with Ramps



Car Carrier Solid Floor Gooseneck



Utility Trailer Tilt/Dump



Car Carrier Drive on Ramps

PULL	CAR CARRIER DRIVE ON RAMP	COST
4 X 8	4 X 8	1680
4 X 10	4 X 10	1870
4 X 12	4 X 12	2000
4 X 14	4 X 14	2070
4 X 16	4 X 16	2180
4 X 18	4 X 18	2270
4 X 20	4 X 20	2400
4 X 22	4 X 22	2480
4 X 24	4 X 24	2540
4 X 26	4 X 26	2620
4 X 28	4 X 28	2740
4 X 30	4 X 30	2770
4 X 32	4 X 32	
4 X 34	4 X 34	
4 X 36	4 X 36	
4 X 38	4 X 38	
4 X 40	4 X 40	
4 X 42	4 X 42	
4 X 44	4 X 44	
4 X 46	4 X 46	
4 X 48	4 X 48	
4 X 50	4 X 50	
4 X 52	4 X 52	
4 X 54	4 X 54	

CITY OF PETAL
MINUTE BOOK 24

EXHIBIT "A"

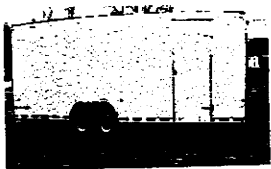
DREAM COACH EMERALD BUMPER PULL	HORSE EMERALD	14288
GOOSENECK	1 HORSE	14170
	3 HORSE	14468
GOOSENECK W/IVING QUARTERS	2 HORSE	17871
	3 HORSE	18278
DREAM COACH SILVER PLATINUM BUMPER PULL	HORSE SILVER PLATINUM	14364
	SILVER PLATINUM	16906
GOOSENECK	2 HORSE	16400
	SILVER PLATINUM	16300
	3 HORSE	21100
	SILVER PLATINUM	23836
GOOSENECK W/IVING QUARTERS	2 HORSE	21211
	SILVER PLATINUM	23299
	3 HORSE	23260
	SILVER PLATINUM	28790
ELITE BUMPER PULL	STOCK TRAILER	11821
	12'	13989
	18'	14396
	2 HORSE	18626
	3 HORSE	18136
	3 HORSE	22872
	4 HORSE	26583
	4 HORSE	28776
	6 HORSE	32713
EXUS BUMPER PULL	STOCK TRAILER	8488
	12'	8488
	18'	8668
	STOCK COMBO TRAILER	8764
	12'	10426
	18'	11278
	24'	12790
GOOSENECK	STOCK COMBO TRAILER	12226
	20'	13706
	24'	13988
	3 HORSE	14854
	4 HORSE	20488
BUMPER PULL	HORSE	12888
	2 HORSE	14277
GOOSENECK	3 HORSE	16298
	3 HORSE	18974
	4 HORSE	21728
	6 HORSE	23177
	6 HORSE	28728
GOOSENECK W/IVING QUARTERS	3 HORSE	48347
	4 HORSE	61616
	7 HORSE	74888

FEATHERLITE-ALUMINUM BUMPER PULL	STOCK TRAILERS	8488
	12'	10524
	18'	11448
	18'	12088
	18'	13061
	18'	13386
	20'	14062
	20'	15182
	20'	18012
BUMPER PULL	STOCK COMBO TRAILER	8624
	12'	9428
	18'	10800
	18' 3 HORSE	10800
	20' 4 HORSE	17148
BUMPER PULL	HORSE	14278
	2 HORSE	18800
	3 HORSE	24871
GOOSENECK	4 HORSE	18810
	HORSE	21884
	2 HORSE	22703
	3 HORSE	26006
	4 HORSE	48288
	6 HORSE	108041
	6 HORSE	108044
GOOSENECK W/IVING QUARTERS	3 HORSE	46288
	3 HORSE	60815
	4 HORSE	84381
FEATHERLITE-STEEL BUMPER PULL	STOCK TRAILERS	4016
	12'	4483
	18'	8330
	18'	8747
	18'	7216
	18'	7368
	20'	7731
	20'	8333
BUMPER PULL	HORSE	8077
	2 HORSE	8216
	3 HORSE	10428
GOOSENECK	4 HORSE	16153
	2 HORSE	16288
	3 HORSE	15727
	4 HORSE	12833
	6 HORSE	14746
GOOSENECK W/IVING QUARTERS	3 HORSE	27977
	4 HORSE	28328
HART BUMPER PULL	HORSE	12882
	2 HORSE	13298
	3 HORSE	18490
GOOSENECK	3 HORSE	21791
	4 HORSE	24028
	6 HORSE	28846
GOOSENECK W/IVING QUARTERS	2 HORSE	28670
	3 HORSE	34328
	4 HORSE	28888

HILLSBORO-ALUMINUM BUMPER PULL	STOCK TRAILERS	11181
	18'	12108
	20'	12746
	22'	13108
	24'	13438
	26'	16482
	28'	18888
	30'	20548
	32'	21048
	34'	21821
GOOSENECK	STOCK COMBO TRAILER	13887
	3 HORSE	16037
	4 HORSE	16037
HILLSBORO-STEEL BUMPER PULL	STOCK TRAILERS	8264
	18'	8971
	30'	8967
	34'	7918
	38'	8478
	STOCK COMBO TRAILER	8638
	3 HORSE	8888
JACKSON BUMPER PULL	HORSE	8471
	3 HORSE	8623
	4 HORSE	10790
GOOSENECK	2 HORSE	11888
	3 HORSE	11728
	4 HORSE	13688
	6 HORSE	22097
KIEFER BUILT ALUMINUM BUMPER PULL	STOCK TRAILERS	8312
	18'	10288
	18'	10108
	18'	14060
	18'	16028
	20'	18128
	22'	18888
	24'	18796
	26'	19090
	28'	20020
	30'	21178
	32'	23018
	34'	24180
	36'	26060
	38'	27320
	40'	28880
BUMPER PULL	HORSE	14827
	2 HORSE	18020
GOOSENECK	3 HORSE	18010
	3 HORSE	20811
	4 HORSE	23833
	6 HORSE	24778
	6 HORSE	27286
ULT ALUMINUM BUM	HORSE	8623
	3 HORSE	16238
	3 HORSE	11870
	4 HORSE	12180
	3 HORSE	14028
	4 HORSE	18388

LOGAN COACH BUMPER PULL	STOCK TRAILERS	4066
	12'	8738
	18'	8738
GOOSENECK	18'	8234
	18'	8377
	20'	10882
BUMPER PULL	HORSE	8629
	3 HORSE	10788
	4 HORSE	13640
GOOSENECK	2 HORSE	13640
	3 HORSE	14306
	4 HORSE	18334
MERLOW-ALUMINUM BUM BUMPER PULL	HORSE	11870
	2 HORSE	18168
	3 HORSE	17880
GOOSENECK	2 HORSE	16380
	3 HORSE	17888
	4 HORSE	18888
MERLOW-ALUMINUM BUM BUM BUMPER PULL	HORSE	8623
	3 HORSE	13400
	3 HORSE	14684
GOOSENECK	2 HORSE	13480
	3 HORSE	18878
	4 HORSE	17328
PONDEROSA BUMPER PULL	STOCK TRAILERS	3866
	12'	3320
	18'	3378
	HORSE	2178
	3 HORSE	2178
SOOMER TRAILER GOOSENECK	STOCK TRAILERS	13880
	18'	14170
	20'	18180
BUMPER PULL	HORSE	18121
	2 HORSE	17880
GOOSENECK	2 HORSE	17718
	3 HORSE	26248
	4 HORSE	22848
	6 HORSE	28788
	6 HORSE	27887

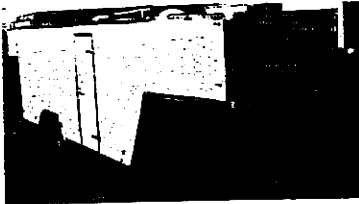
CAR CARRIER ENCLOSED



Pull Trailer



V-Nose Full Trailer



Gooseneck/5 Wheel

CITY OF PEERIE
MINUTE BOOK

EXHIBIT "A"

"HORSE AND STOCK TRAILERS"

2 HORSE
3 HORSE
4 HORSE
5 HORSE
6 HORSE
7 HORSE
8 HORSE
9 HORSE
10 HORSE

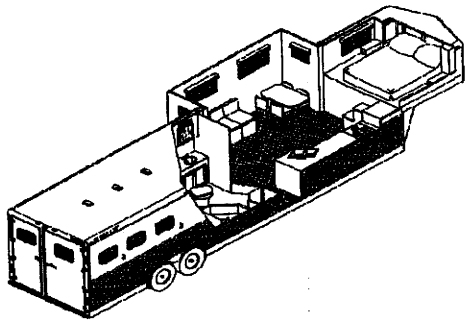
1200
1300
1400
1500
1600
1700
1800
1900
2000

ALUMINUM BUMPER PULL	STOCK TRAILER	
12'	12'	2200
14'	14'	2300
16'	16'	2400
18'	18'	2500
20'	20'	2600
22'	22'	2700
24'	24'	2800
26'	26'	2900
28'	28'	3000
30'	30'	3100
32'	32'	3200
34'	34'	3300
36'	36'	3400
38'	38'	3500
40'	40'	3600
42'	42'	3700
44'	44'	3800
46'	46'	3900
48'	48'	4000
50'	50'	4100
52'	52'	4200
54'	54'	4300
56'	56'	4400
58'	58'	4500
60'	60'	4600
62'	62'	4700
64'	64'	4800
66'	66'	4900
68'	68'	5000
70'	70'	5100
72'	72'	5200
74'	74'	5300
76'	76'	5400
78'	78'	5500
80'	80'	5600
82'	82'	5700
84'	84'	5800
86'	86'	5900
88'	88'	6000
90'	90'	6100
92'	92'	6200
94'	94'	6300
96'	96'	6400
98'	98'	6500
100'	100'	6600

CHARMAC-STEEL BUMPER PULL	STOCK TRAILER	
12'	12'	4918
14'	14'	5074
16'	16'	5230
18'	18'	5386
20'	20'	5542
22'	22'	5698
24'	24'	5854
26'	26'	6010
28'	28'	6166
30'	30'	6322
32'	32'	6478
34'	34'	6634
36'	36'	6790
38'	38'	6946
40'	40'	7102
42'	42'	7258
44'	44'	7414
46'	46'	7570
48'	48'	7726
50'	50'	7882
52'	52'	8038
54'	54'	8194
56'	56'	8350
58'	58'	8506
60'	60'	8662
62'	62'	8818
64'	64'	8974
66'	66'	9130
68'	68'	9286
70'	70'	9442
72'	72'	9598
74'	74'	9754
76'	76'	9910
78'	78'	10066
80'	80'	10222
82'	82'	10378
84'	84'	10534
86'	86'	10690
88'	88'	10846
90'	90'	11002
92'	92'	11158
94'	94'	11314
96'	96'	11470
98'	98'	11626
100'	100'	11782

CH-STEEL BUMPER PULL	STOCK TRAILER	
12'	12'	3278
14'	14'	3434
16'	16'	3590
18'	18'	3746
20'	20'	3902
22'	22'	4058
24'	24'	4214
26'	26'	4370
28'	28'	4526
30'	30'	4682
32'	32'	4838
34'	34'	4994
36'	36'	5150
38'	38'	5306
40'	40'	5462
42'	42'	5618
44'	44'	5774
46'	46'	5930
48'	48'	6086
50'	50'	6242
52'	52'	6398
54'	54'	6554
56'	56'	6710
58'	58'	6866
60'	60'	7022
62'	62'	7178
64'	64'	7334
66'	66'	7490
68'	68'	7646
70'	70'	7802
72'	72'	7958
74'	74'	8114
76'	76'	8270
78'	78'	8426
80'	80'	8582
82'	82'	8738
84'	84'	8894
86'	86'	9050
88'	88'	9206
90'	90'	9362
92'	92'	9518
94'	94'	9674
96'	96'	9830
98'	98'	9986
100'	100'	10142

Gooseneck With Living Quarters



CITY OF PETAL
MINUTE BOOK 24

EXHIBIT "A"

PICKUP CAMPER

BLADE-40 86.0 FEET
BLADE-40 96.0 FEET
BLADE-40 10.0 FEET

1170
1420
1830
2030

505

TRUCK CHASSIS FOR MTR HOME

FULL CHASSIS 8 FT
FULL CHASSIS 1 TON 10 FT
FULL CHASSIS 1 TON 12 FT
FULL CHASSIS 1 TON 14 FT
FULL CHASSIS X TON 16 FT
FULL CHASSIS X TON 18 FT
FULL CHASSIS X TON 20 FT
FULL CHASSIS X TON 22 FT
FULL CHASSIS X TON 24 FT
FULL CHASSIS X TON 26 FT
FULL CHASSIS X TON 28 FT
FULL CHASSIS X TON 30 FT
FULL CHASSIS X TON 32 FT
FULL CHASSIS X TON 34 FT
FULL CHASSIS X TON 36 FT
FULL CHASSIS X TON 38 FT
FULL CHASSIS X TON 40 FT DIESEL
FULL CHASSIS X TON 42 FT DIESEL
FULL CHASSIS X TON 44 FT
FULL CHASSIS X TON 46 FT DIESEL

19700
11670
12700
13830
15000
16200
17400
18600
19800
21000
22200
23400
24600
25800
27000
28200
29400
30600
31800
33000
34200
35400
36600
37800
39000
40200
41400
42600
43800
45000
46200
47400
48600
49800
51000
52200
53400
54600
55800
57000
58200
59400
60600
61800
63000
64200
65400
66600
67800
69000
70200
71400
72600
73800
75000
76200
77400
78600
79800
81000
82200
83400
84600
85800
87000
88200
89400
90600
91800
93000
94200
95400
96600
97800
99000
100200
101400
102600
103800
105000
106200
107400
108600
109800
111000
112200
113400
114600
115800
117000

HOUSE & TRAVEL TRAILERS

STEEL OR EQUAL 10 FEET
STEEL OR EQUAL 12 FEET
STEEL OR EQUAL 14 FEET
STEEL OR EQUAL 16 FEET
STEEL OR EQUAL 18 FEET
STEEL OR EQUAL 20 FEET
STEEL OR EQUAL 22 FEET
STEEL OR EQUAL 24 FEET
STEEL OR EQUAL 26 FEET
STEEL OR EQUAL 28 FEET
STEEL OR EQUAL 30 FEET
STEEL OR EQUAL 32 FEET
STEEL OR EQUAL 34 FEET
STEEL OR EQUAL 36 FEET
STEEL OR EQUAL 38 FEET
STEEL OR EQUAL 40 FEET

7000
8400
9800
11200
12600
14000
15400
16800
18200
19600
21000
22400
23800
25200
26600
28000
29400
30800
32200
33600
35000
36400
37800
39200
40600
42000
43400
44800
46200
47600
49000
50400
51800
53200
54600
56000
57400
58800
60200
61600
63000
64400
65800
67200
68600
70000
71400
72800
74200
75600
77000
78400
79800
81200
82600
84000
85400
86800
88200
89600
91000
92400
93800
95200
96600
98000
99400
100800
102200
103600
105000
106400
107800
109200
110600
112000
113400
114800
116200
117600

BOAT TRAILERS

SINGLE AXLE

SIZE
16 FEET
18 FEET
17 FEET
16 FEET
18 FEET
20 FEET
21 FEET
22 FEET

800
880
1300
1600
1800
2000
2080
2240

TANDEM AXLE

SIZE
17 FEET
18 FEET
19 FEET
20 FEET
21 FEET
22 FEET
23 FEET
24 FEET
25 FEET
26 FEET
27 FEET
28 FEET
29 FEET
30 FEET
31 FEET
32 FEET
33 FEET
34 FEET
35 FEET
36 FEET

COST
1878
1885
2166
2186
2466
2720
3080
3440
3800
4160
4520
4880
5240
5600
5960
6320
6680
7040
7400
7760
8120
8480
8840
9200
9560
9920
10280
10640
11000
11360
11720
12080
12440
12800
13160
13520
13880
14240
14600
14960
15320
15680
16040
16400
16760
17120
17480
17840
18200
18560
18920
19280
19640
20000
20360
20720
21080
21440
21800
22160
22520
22880
23240
23600
23960
24320
24680
25040
25400
25760
26120
26480
26840
27200
27560
27920
28280
28640
29000
29360
29720
30080
30440
30800
31160
31520
31880
32240
32600
32960
33320
33680
34040
34400
34760
35120
35480
35840
36200
36560
36920
37280
37640
38000
38360
38720
39080
39440
39800
40160
40520
40880
41240
41600
41960
42320
42680
43040
43400
43760
44120
44480
44840
45200
45560
45920
46280
46640
47000
47360
47720
48080
48440
48800
49160
49520
49880
50240
50600
50960
51320
51680
52040
52400
52760
53120
53480
53840
54200
54560
54920
55280
55640
56000
56360
56720
57080
57440
57800
58160
58520
58880
59240
59600
60000
60400
60800
61200
61600
62000
62400
62800
63200
63600
64000
64400
64800
65200
65600
66000
66400
66800
67200
67600
68000
68400
68800
69200
69600
70000
70400
70800
71200
71600
72000
72400
72800
73200
73600
74000
74400
74800
75200
75600
76000
76400
76800
77200
77600
78000
78400
78800
79200
79600
80000
80400
80800
81200
81600
82000
82400
82800
83200
83600
84000
84400
84800
85200
85600
86000
86400
86800
87200
87600
88000
88400
88800
89200
89600
90000
90400
90800
91200
91600
92000
92400
92800
93200
93600
94000
94400
94800
95200
95600
96000
96400
96800
97200
97600
98000
98400
98800
99200
99600
100000
100400
100800
101200
101600
102000
102400
102800
103200
103600
104000
104400
104800
105200
105600
106000
106400
106800
107200
107600
108000
108400
108800
109200
109600
110000
110400
110800
111200
111600
112000
112400
112800
113200
113600
114000
114400
114800
115200
115600
116000
116400
116800
117200
117600
118000
118400
118800
119200
119600
120000
120400
120800
121200
121600
122000
122400
122800
123200
123600
124000
124400
124800
125200
125600
126000
126400
126800
127200
127600
128000
128400
128800
129200
129600
130000
130400
130800
131200
131600
132000
132400
132800
133200
133600
134000
134400
134800
135200
135600
136000
136400
136800
137200
137600
138000
138400
138800
139200
139600
140000
140400
140800
141200
141600
142000
142400
142800
143200
143600
144000
144400
144800
145200
145600
146000
146400
146800
147200
147600
148000
148400
148800
149200
149600
150000
150400
150800
151200
151600
152000
152400
152800
153200
153600
154000
154400
154800
155200
155600
156000
156400
156800
157200
157600
158000
158400
158800
159200
159600
160000
160400
160800
161200
161600
162000
162400
162800
163200
163600
164000
164400
164800
165200
165600
166000
166400
166800
167200
167600
168000
168400
168800
169200
169600
170000
170400
170800
171200
171600
172000
172400
172800
173200
173600
174000
174400
174800
175200
175600
176000
176400
176800
177200
177600
178000
178400
178800
179200
179600
180000
180400
180800
181200
181600
182000
182400
182800
183200
183600
184000
184400
184800
185200
185600
186000
186400
186800
187200
187600
188000
188400
188800
189200
189600
190000
190400
190800
191200
191600
192000
192400
192800
193200
193600
194000
194400
194800
195200
195600
196000
196400
196800
197200
197600
198000
198400
198800
199200
199600
200000
200400
200800
201200
201600
202000
202400
202800
203200
203600
204000
204400
204800
205200
205600
206000
206400
206800
207200
207600
208000
208400
208800
209200
209600
210000
210400
210800
211200
211600
212000
212400
212800
213200
213600
214000
214400
214800
215200
215600
216000
216400
216800
217200
217600
218000
218400
218800
219200
219600
220000
220400
220800
221200
221600
222000
222400
222800
223200
223600
224000
224400
224800
225200
225600
226000
226400
226800
227200
227600
228000
228400
228800
229200
229600
230000
230400
230800
231200
231600
232000
232400
232800
233200
233600
234000
234400
234800
235200
235600
236000
236400
236800
237200
237600
238000
238400
238800
239200
239600
240000
240400
240800
241200
241600
242000
242400
242800
243200
243600
244000
244400
244800
245200
245600
246000
246400
246800
247200
247600
248000
248400
248800
249200
249600
250000
250400
250800
251200
251600
252000
252400
252800
253200
253600
254000
254400
254800
255200
255600
256000
256400
256800
257200
257600
258000
258400
258800
259200
259600
260000
260400
260800
261200
261600
262000
262400
262800
263200
263600
264000
264400
264800
265200
265600
266000
266400
266800
267200
267600
268000
268400
268800
269200
269600
270000
270400
270800
271200
271600
272000
272400
272800
273200
273600
274000
274400
274800
275200
275600
276000
276400
276800
277200
277600
278000
278400
278800
279200
279600
280000
280400
280800
281200
281600
282000
282400
282800
283200
283600
284000
284400
284800
285200
285600
286000
286400
286800
287200
287600
288000
288400
288800
289200
289600
290000
290400
290800
291200
291600
292000
292400
292800
293200
293600
294000
294400
294800
295200
295600
296000
296400
296800
297200
297600
298000
298400
298800
299200
299600
300000
300400
300800
301200
301600
302000
302400
302800
303200
303600
304000
304400
304800
305200
305600
306000
306400
306800
307200
307600
308000
308400
308800
309200
309600
310000
310400
310800
311200
311600
312000
312400
312800
313200
313600
314000
314400
314800
315200
315600
316000
316400
316800
317200
317600
318000
318400
318800
319200
319600
320000
320400
320800
321200
321600
322000
322400
322800
323200
323600
324000
324400
324800
325200
325600
326000
326400
326800
327200
327600
328000
328400
328800
329200
329600
330000
330400
330800
331200
331600
332000
332400
332800
333200
333600
334000
334400
334800
335200
335600
336000
336400
336800
337200
337600
338000
338400
338800
339200
339600
340000
340400
340800
341200
341600
342000
342400
342800
343200
343600
344000
344400
344800
345200
345600
346000
346400
346800
347200
347600
348000
348400
348800
349200
349600
350000
350400
350800
351200
351600
352000
352400
352800
353200
353600
354000
354400
354800
355200
355600
356000
356400
356800
357200
357600
358000
358400
358800
359200
359600
360000
360400
360800
361200
361600
362000
362400
362800
363200
363600
364000
364400
364800
365200
365600
366000
366400
366800
367200
367600
368000
368400
368800
369200
369600
370000
370400
370800
371200
371600
372000
372400
372800
373200
373600
374000
374400
374800
375200
375600
376000
376400
376800
377200
377600
378000
378400
378800
379200
379600
380000
380400
380800
381200
381600
382000
382400
382800
383200
383600
384000
384400
384800
385200
385600
386000
386400
386800
387200
387600
388000
388400
388800
389200
389600
390000
390400
390800
391200
391600
392000
392400
392800
393200
393600
394000
394400
394800
395200
395600
396000
396400
396800
397200
397600
398000
398400
398800
399200
399600
400000
400400
400800
401200
401600
402000
402400
402800
403200
403600
404000
404400
404800
405200
405600
406000
406400
406800
407200
407600
408000
408400
408800
409200
409600
410000
410400
410800
411200
411600
412000
412400
412800
413200
413600
414000
414400
414800
415200
415600
416000
416400
416800
417200
417600
418000
418400
418800
419200
419600
420000
420400
420800
421200
421600
422000
422400
422800
423200
423600
424000
424400
424800
425200
425600
426000
426400
426800
427200
427600
428000
428400
428800
429200
429600
430000
430400
430800
431200
431600
432000
432400
432800
433200
433600
434000
434400
434800
435200
435600
436000
436400
436800
437200
437600
438000
438400
438800
439200
439600
440000
440400
440800
441200
441600
442000
442400
442800
443200
443600
444000
444400
444800
445200
445600
446000
446400
446800
447200
447600
448000
448400
448800
449200
449600
450000
450400
450800
451200
451600
452000
452400
452800
453200
453600
454000
454400
454800
455200
455600
456000
456400
456800
457200
457600
458000
458400
458800
459200
459600
460000
460400
460800
461200
461600
462000
462400
462800
463200
463600
464000
464400
464800
465200
465600
466000
466400
466800
467200
467600
468000
468400
468800
469200
469600
470000
470400
470800
471200
471600
472000
472400
472800
473200
473600
474000
474400
474800
475200
475600
476000
476400
476800
477200
477600
478000
478400
478800
479200
479600
480000
480400
480

CITY OF PETALUMA
MINUTE BOOK 24

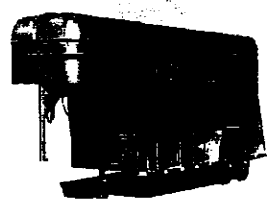
EXHIBIT "A"

506

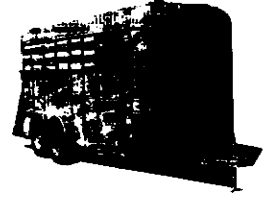
SUNDOWNER BUMPER PULL	STOCK TRAILERS		
	12'	9000	
	14'	9200	
	16'	10122	
	18'	10687	
GOOSENECK	20'	11212	
	16'	11620	
	18'	12110	
	20'	12604	
	22'	13090	
	24'	13578	
	26'	14066	
	28'	14554	
	30'	15042	
	32'	15530	
BUMPER PULL	HORSE	13742	
	2 HORSE	14232	
	3 HORSE	14722	
	4 HORSE	15212	
GOOSENECK	2 HORSE	17221	
	3 HORSE	17844	
	4 HORSE	18467	
	5 HORSE	19090	
	6 HORSE	19713	
	7 HORSE	20336	
	8 HORSE	20959	
	9 HORSE	21582	
	10 HORSE	22205	
	GOOSENECK W/AVING QUARTERS	2 HORSE	4820
3 HORSE		4940	
4 HORSE		5060	
5 HORSE		5180	
THORO-BILT	STOCK TRAILERS		
	12'	4187	
	14'	4248	
	16'	4309	
	18'	4370	
TITAN BUMPER PULL	STOCK TRAILERS		
	12'	4816	
	14'	4789	
	16'	4762	
GOOSENECK	18'	5475	
	20'	5448	
	22'	5421	
	24'	5394	
	26'	5367	
	28'	5340	
	30'	5313	
	32'	5286	
	BUMPER PULL	HORSE	6963
		2 HORSE	6946
3 HORSE		6929	
4 HORSE		6912	
GOOSENECK	2 HORSE	8248	
	3 HORSE	8231	
	4 HORSE	8214	
	5 HORSE	8197	
TRAILS WEST BUMPER PULL	STOCK TRAILERS		

BUMPER PULL	12'	6263
	14'	6300
	16'	6337
	18'	6374
	20'	6411
	22'	6448
	24'	6485
	26'	6522
	28'	6559
	30'	6596
GOOSENECK	2 HORSE	7717
	3 HORSE	8206
	4 HORSE	8695
	5 HORSE	9184
W-W TRAILERS BUMPER PULL	STOCK TRAILERS	
	12'	3553
	14'	3580
	16'	3607
	18'	3634
	20'	3661
GOOSENECK	2 HORSE	4718
	3 HORSE	4837
	4 HORSE	4956
	5 HORSE	5075
BUMPER PULL	HORSE	7026
	2 HORSE	7484
	3 HORSE	7942
	4 HORSE	8400
GOOSENECK	2 HORSE	9230
	3 HORSE	9598
	4 HORSE	9966
	5 HORSE	10334
**CAMPER TRAILER, FOLDING	ANY 80 FEET	670
	ANY 90 FEET	1170
	ANY 10 FEET	1670
	ANY 12 FEET	2170
	ANY 14 FEET	2670
	ANY 16 FEET	3170
	ANY 18 FEET	3670
	ANY 20 FEET	4170
	ANY 22 FEET	4670
	ANY 24 FEET	5170
**CAMPER, METAL OR SOL. TOP	ANY 80 FEET	680
	ANY 90 FEET	1180
	ANY 10 FEET	1680
	ANY 12 FEET	2180
	ANY 14 FEET	2680
	ANY 16 FEET	3180

STOCK AND HORSE TRAILERS



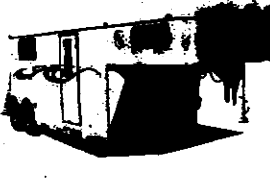
Gooseneck Combo



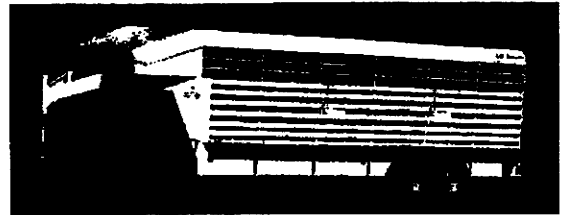
Bumper Combo



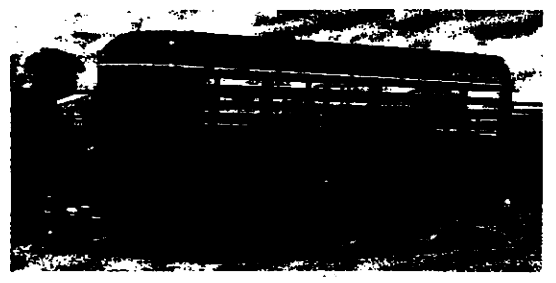
Bumper Pull with Tack



Gooseneck with tack and dressing room



Gooseneck Stock Trailer



Bumper Pull Stock Trailer



JIM HOOD
ATTORNEY GENERAL

May 4, 2005

Charles E. Lawrence
P. O. Box 1624
Hattiesburg, MS 39403-1624

Re: Addendum to Interlocal Agreement between Hattiesburg, Forrest County,
unity, and Metro Crime Stoppers, Inc.

wrance:

...my General Jim Hood has received your request to review and approve the
above-referenced Addendum to Interlocal Agreement.

We have examined the Addendum to Agreement pursuant to the Interlocal
Cooperation Act of 1974 and find that the Addendum to Agreement is in proper form
and compatible with state law, and is hereby approved.

Prior to becoming effective, in addition to being executed by the governing
authorities and receiving the approval of this office, the agreement must be filed with
the Chancery Clerks of Forrest and Lamar Counties and with the Secretary of State.
Further, the agreement must be filed with the State Auditor within sixty (60) days of its
effective date.

Sincerely,

James Y. Dale
Special Assistant Attorney General

CARROLL GARDIN JUSTICE BUILDING • POST OFFICE BOX 220 • JACKSON, MISSISSIPPI 39201-0220
TELEPHONE (601) 224-2400 • TELEFAX (601) 224-2251

CITY OF PETAL
MINUTE BOOK 24

LEIGHTON
3204 PRINCE GEORGE M.
H'BURG 39402-2344

EXHIBIT "B"

INTERLOCAL AGREEMENT BETWEEN
CITY OF HATTIESBURG, BOARD OF SUPERVISORS OF
FORREST COUNTY, BOARD OF SUPERVISORS OF LAMAR COUNTY
and METRO CRIME STOPPERS, INC.

THIS AGREEMENT is made between the CITY OF HATTIESBURG, the BOARD
OF SUPERVISORS OF FORREST COUNTY, MISSISSIPPI, the BOARD OF SUPERVISORS
OF LAMAR COUNTY, MISSISSIPPI and METRO CRIME STOPPERS, INC.

I.

PURPOSE: The purpose of this Agreement is to establish a procedure for the joint,
coordinated effort of law enforcement agencies within Forrest and Lamar Counties to provide the
maximum effectiveness and efficiency in receiving information regarding criminal activity and
the discovery, preservation, documentation and collection of evidence regarding criminal
violations committed against the State of Mississippi and to provide these services for the least
cost to the taxpayers.

II.

STATUTORY AUTHORITY: The City of Hattiesburg, and the Counties are authorized
to enter into this Agreement by Sections 21-21-3, and Section 17-13-1, et seq. Of the Mississippi
Code of 1972, as annotated and amended.

III.

DURATION: This Agreement shall be effective from and after adoption by (and being
placed upon the Minutes of) the governing authorities to this Agreement and upon final approval
by the Attorney General as required by Mississippi Code Sections 17-13-1 et. seq. and shall
remain in full force and effect until terminated by the parties hereto as hereinafter provided.

IV.

MANNER OF TERMINATION: This Agreement may be terminated at any time by
any of the parties by the adoption of an appropriate Order by the governing authority of that
CITY or COUNTY. In such event, this Agreement shall be of no further force and effect from
the effective date of said Order.

V.

SEP 10:06 FAX 001 000 0000

MISSISSIPPI JUSTICE BLDG.

V.

There is hereby established a joint, coordinated effort to enforce the criminal laws of the
State of Mississippi regarding the reporting of criminal activity, discovery, preservation,
documentation and collection of evidence in Forrest and Lamar Counties. For purposes of
implementing this joint effort, the parties hereto agree to fund a position whose primary duties
will be to promote and administer Metro Crime Stoppers, Inc., and to receive information
regarding criminal activity, including but not limited to, information regarding criminal suspects
and evidence, and forwarding said information immediately to the appropriate law enforcement
agency. The receipt of said information shall be primarily via the telephone but may also include
receipt of information via any other sources.

VI.

PARTICIPATING AGENCIES AGREE TO THE FOLLOWING:

Each of the parties hereto agree to fund \$2,500.00 each annually for personnel cost,
except that Metro Crime Stoppers, Inc., agrees to fund the amount of \$5,000.00 and the City of
Hattiesburg agrees to fund the amount of \$10,000.

VII.

The individual hired by the City of Hattiesburg under the terms of this agreement shall
concentrate his/her efforts on receiving information on criminal activity, and promoting Metro
Crime Stoppers, Inc., within the City designated herein and Forrest and Lamar Counties.

VIII.

This Agreement shall be submitted to the Attorney General for the State of Mississippi
for approval and shall be filed with the State Department of Audit within sixty (60) days after
execution.

WITNESS OUR SIGNATURES:

MAYOR JOHNNY L. DUPREE
CITY OF HATTIESBURG

DATE: 9/17/02
ATTEST:

CLERK

DAVID WYNN, Chief of Police
CITY OF HATTIESBURG

DATE: 9/17/02
ATTEST:

AK

01/28/05 SEP 16:03 FAX 001 040 4902

HATTIESBURG POLICE DEPT.

NUM

APPROVAL OF ATTORNEY GENERAL

The foregoing Agreement is hereby approved.

DATED this the _____ day of _____, 2002.

MIKE MOORE, ATTORNEY GENERAL
STATE OF MISSISSIPPI

By: _____

ADDENDUM TO INTERLOCAL AGREEMENT
 BETWEEN CITY OF HATTIESBURG, BOARD OF SUPERVISORS OF
 FORREST COUNTY, BOARD OF SUPERVISORS OF LAMAR COUNTY
 And METRO CRIME STOPPERS, INC.

THIS ADDENDUM is made between the City of Hattiesburg, the Board of Supervisors of Forrest County, Mississippi, the Board of Supervisors of Lamar county, Mississippi and Metro Crime Stoppers, Inc. to the Interlocal Agreement entered into between the parties and approved by the Attorney General's office on or about October 23, 2002.

I.

Paragraph VII of said agreement is hereby modified and changed to read that Metro Crime Stoppers, Inc. shall assume the duties and responsibilities of staffing said position and the City of Hattiesburg shall relinquish all duties and responsibilities therefrom. Further, the individual hired by Metro Crime Stoppers, Inc. under the terms of said interlocal agreement shall concentrate his or her efforts on receiving information on criminal activity, and promoting Metro Crime Stoppers, Inc., within the City designated herein and Forrest and Lamar Counties.

II.

That all other provisions of said agreement as previously agreed upon and approved by the Attorney General's office shall remain in full force if not otherwise modified herein.

III.

This addendum shall be submitted to the Attorney General for the State of Mississippi for approval and shall be filed with the State Department of Audit within sixty (60) days after execution.

WITNESS OUR SIGNATURES:

Johnny L. Dupree
 MAYOR JOHNNY L. DUPREE
 CITY OF HATTIESBURG

David Wynn
 DAVID WYNN, Chief of Police
 CITY OF HATTIESBURG

DATE: 2-8-04

ATTEST:
J. R. Myers
 CLERK

DATE: 2-8-05

ATTEST:
J. R. Myers
 CLERK

CITY OF PETAL
 MINUTE BOOK 24

EXHIBIT "B"

DATE: Feb 24, 2005

ATTEST:
J. R. Myers
 CLERK

DATE: Feb 24, 2005

ATTEST:
J. R. Myers
 CLERK

DATE: March 7, 2005

ATTEST:
J. R. Myers
 CLERK

DATE: March 8, 2005

ATTEST:
J. R. Myers
 CLERK

DATE: 2/22/05

ATTEST:
Marta Jane White
 NOTARY PUBLIC
 Commission Expires: Feb 8, 2007

Billy Hudson
 BILLY HUDSON, PRESIDENT
 FORREST COUNTY, BOARD OF
 SUPERVISORS

Billy Moebe
 BILLY MOEBE, Sheriff
 FORREST COUNTY

Fred Hatten
 FRED HATTEN, PRESIDENT
 LAMAR COUNTY, BOARD OF
 SUPERVISORS



Manny Rigel
 MANNY RIGEL, Sheriff
 LAMAR COUNTY



G. Leighton Lewis
 G. LEIGHTON LEWIS, Chairman
 METRO CRIME STOPPERS, INC.

CITY OF PETAL
ORDINANCE BOOK 3

ORDINANCE NUMBER 1979 (42-A168)

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-A167) SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT THE CORNER OF HILLCREST AND CARTERVILLE, CONTAINING +/- 15.5 ACRES MORE OR LESS, PETAL, MS, 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-A167) 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:

BEGIN 715' EAST OF THE NW CORNER OF THE NW 1/4 OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 13 WEST; THENCE EAST 95S'; THENCE SOUTH 743'; AND THENCE WEST ALONG CORINTH ROAD 603'; THENCE NORTH 54°30' WEST ALONG AUGUSTA ROAD 690'; THENCE NORTH 84°15' WEST 115'; THENCE NORTH 49°20' EAST 487' TO POINT OF BEGINNING OF TRACT HEREIN DESCRIBED, FORREST COUNTY, MS

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 changed 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-A167) shall be and remain in full force and form as adopted on August 22, 2005.

SECTION 3. That this Ordinance shall take effect and be in full force within thirty (30) days 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:

CITY OF PETAL
MINUTE BOOK 24

EXHIBIT "C"

ALDERMAN DAVID CLAYTON 509
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

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 DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

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 22nd day of August 2005.


CARL SCOTT, MAYOR

(SEAL)

ATTEST:


JEAN ISHJE, CITY CLERK

PUBLISH 1 TIME: August 30, 2005.

CITY OF PETAL
ORDINANCE BOOK 3

ORDINANCE NUMBER 1979 (42-A169)

EXHIBIT "D"

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-A168) SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT #3 HENSARLING DRIVE, PETAL, MS, FROM R-1 (LOW DENSITY RESIDENTIAL) TO C-O (COMMERCIAL OFFICE 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-A168) 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-O (Commercial Office District).

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

LOT 1 BLOCK 2 OF J T HENSARLING S/D #2 B210 P500 7/59 PREV#: P62921101
IN FORREST COUNTY, MS

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-O (Commercial Office District) with the stipulation that if the current owner vacates the property at any time the zoning of the property would revert back to R-1 (Low Density Residential).

SECTION 2. Except as hereby expressly changed 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-A168) shall be and remain in full force and form as adopted on August 22, 2005.

SECTION 3. That this Ordinance shall take effect and be in full force within thirty (30) days 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

180

approval of Sections 1, 2 and 3 of the foregoing Ordinance:

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

Those present and voting "NAY" or against the adoption of any section of the foregoing Ordinance:

NONE

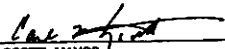
Those present and voting "AYE" and in favor of the adoption of the foregoing Ordinance as a whole:

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

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 22nd day of August 2005.


CARL SCOTT, MAYOR

(SEAL)

ATTEST:


JEAN ISHIE, CITY CLERK

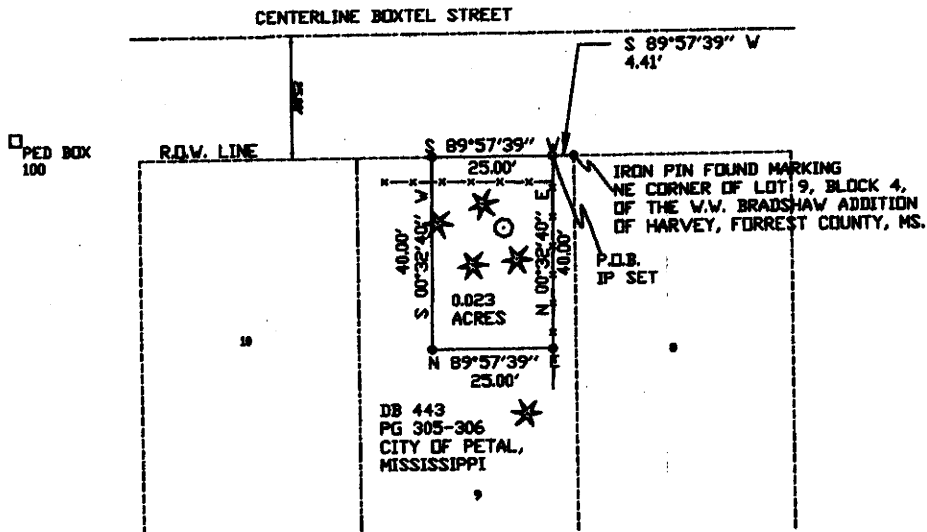
PUBLISH 1 TIME: August 30, 2005.

CITY OF PETAL
MINUTE BOOK 24

511

File name: J:\D05\NEP14\BSPETAL\BSPETAL
JOB # P4022265

EXHIBIT "E"



COMMENCING AT AN IRON PIN FOUND ON THE SOUTH RIGHT-OF-WAY OF BOXTEL STREET MARKING THE NORTHEAST CORNER OF LOT 9, BLOCK 4, OF THE V.V. BRADSHAW ADDITION OF HARVEY, FORREST COUNTY, MISSISSIPPI, AS PER THE MAP OR PLAT OF SAID ADDITION FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI, RUN THENCE S 89°57'39" W ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 4.41 FEET TO AN IRON PIN SET FOR A POINT OF BEGINNING, RUN THENCE S 89°57'39" W ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 25.00 FEET TO AN IRON PIN SET, RUN THENCE S 00°32'40" W FOR A DISTANCE OF 40.00 FEET FOR A DISTANCE OF 25.00 FEET TO AN IRON PIN SET, RUN THENCE S 00°32'40" W FOR A DISTANCE OF 40.00 FEET, RUN THENCE N 89°57'39" E FOR A DISTANCE OF 25.00 FEET TO AN IRON PIN SET IN A CHAIN LINK FENCE, RUN THENCE N 00°32'40" E ALONG SAID FENCE AND IT'S EXTENTS FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

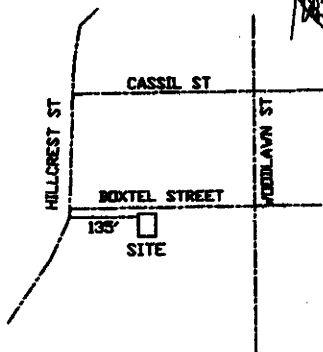
ALL LYING AND BEING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI AND PART OF LOT 9 OF V.V. BRADSHAW ADDITION OF HARVEY, FORREST COUNTY, MISSISSIPPI AND CONTAINING 0.023 ACRES.

- IRON PIN FOUND
- IRON PIN SET
- ⊙ TREE
- * PINE TREE



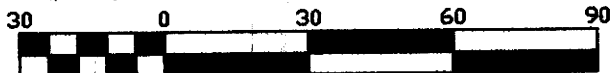
THIS IS A CLASS "C" SURVEY.
DATE OF FIELD SURVEY 08\16\05.
ALL BEARINGS ARE REFERENCED TO TRUE NORTH
AND ARE TAKEN FROM SOLAR OBSERVATIONS.
NOT VALID UNLESS AN ORIGINAL SEAL
AND SIGNATURE APPEARS HEREON.
TITLE SEARCH NOT PERFORMED.

VICINITY MAP



LATITUDE 31°19'57" N
LONGITUDE 89°15'37" W
STATE PLANE COORDINATES
MISSISSIPPI EAST(2301)
NORTHING 203218.65931
EASTING 259368.98724

PART OF THE SW 1/4 OF THE SW 1/4 OF SECT. 1,
T4N, R13W, FORREST COUNTY, MISSISSIPPI



Scale 1" = 30'

DRAWN BY: DATE: 08\17\05 DWG. NO.: APPROVED BY:	PROJECT CITY OF PETAL, MISSISSIPPI TO BELL SOUTH TELECOMMUNICATIONS, INC.	SHT. NAME	SHT. NO.
--	---	-----------	----------

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

EXHIBIT "F"

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

[PEPP LOGO] [ACEC LOGO] [ASCE LOGO]

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-4, 1996 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1996 Edition). For guidance on the completion and use of this Agreement, see EJCDC Users Guide, No. 1910-50.

Copyright ©1996 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Consulting Engineers Council
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
345 East 47th Street, New York, NY 10017

EJCDC No. 1910-1 (1996 Edition)

TABLE OF CONTENTS

	Page
ARTICLE 1 - SERVICES OF ENGINEER	2
1.01 Scope	2
ARTICLE 2 - OWNER'S RESPONSIBILITIES	2
2.01 General	2
ARTICLE 3 - TIMES FOR RENDERING SERVICES	2
3.01 General	2
3.02 Suspension	2
ARTICLE 4 - PAYMENTS TO ENGINEER	2
4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER	2
4.02 Other Provisions Concerning Payments	2-3
ARTICLE 5 - OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost	3
5.02 Designing to Construction Cost Limit	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 - GENERAL CONSIDERATIONS	3
6.01 Standards of Performance	4
6.02 Authorized Project Representatives	4
6.03 Design without Construction Phase Services	4
6.04 Use of Documents	5
6.05 Insurance	5
6.06 Termination	6
6.07 Controlling Law	6
6.08 Successors, Assigns, and Beneficiaries	6
6.09 Dispute Resolution	7
6.10 Hazardous Environmental Condition	7
6.11 Allocation of Risks	7
6.12 Notices	8
6.13 Survival	8
6.14 Severability	8
6.15 Waiver	8
6.16 Headings	8
ARTICLE 7 - DEFINITIONS	8
7.01 Defined Terms	8
ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS	11
8.01 Exhibits Included	11
8.02 Total Agreement	12

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, 2005, ("Effective Date") between

CITY OF PETAL

OWNER") and

SHOWS, DEARMAN & WAITS, INC.

("ENGINEER").

OWNER intends to DEVELOP PLANS, SPECIFICATIONS AND CONSTRUCTION ADMINISTRATION FOR A NEW THREE-LANE ROADWAY FACILITY KNOWN AS BYRD PARKWAY IN THE CITY OF PETAL. THE PROJECT IS IN SECTIONS 30 & 31, T-5-N, R-12-W, FORREST COUNTY, MISSISSIPPI AND EXTENDS FROM HIGHWAY 42 NORTHBOUND TO OLD DRICHTON ROAD. ADDITIONALLY, THE ENGINEER WILL PROVIDE RESIDENT INSPECTION THROUGHOUT THE ENTIRE CONSTRUCTION PHASES. ("Project").

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

EXHIBIT "F"

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 rights 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:

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 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 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 and thereafter continues diligently to do so, 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 paragraph 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, executors, 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, sublet, 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, OWNER'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, where 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 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.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 Risks," 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 be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be deemed to be replaced by 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 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. **Contractor 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 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 of 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

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 the Project upon 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 amounts due ENGINEER will be increased at the rate of

CITY OF PETALUMA
MINUTE BOOK 2011
EXHIBIT "F"

1.0% per month (or the maximum rate of interest permitted by law, if less) after 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 actions after 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.

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 by OWNER and ENGINEER, such Construction statement of ENGINEER'S rights and respect thereto will be specifically set forth "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 requested, that would result in the ENGINEER'S having to certify, 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-S, 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 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 contingent thereon.

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 as 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 renewals thereafter during the life of the Agreement.

This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such schedule is to proceed concurrently.

C. The number of prime contracts for Work designed or specified by ENGINEER upon which the ENGINEER's compensation has been established under this Agreement is 1.

D. ENGINEER's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A1.03.A.6 have been delivered to OWNER.

A1.04 Bidding or Negotiating Phase

A. After acceptance by OWNER of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by OWNER to proceed, ENGINEER shall:

1. Assist OWNER in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Consult with OWNER as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
4. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist OWNER in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
6. The Engineer will perform all work in accordance with the City of Hattiesburg/Home Procurement Guidelines as applicable.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. **General Administration of Construction Contract.** Consult with OWNER and act as OWNER's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said General Conditions shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
2. **Resident Project Representative (RPR).** Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. **Selecting Independent Testing Laboratory.** The ENGINEER shall select an independent testing laboratory to perform the testing services. The Laboratory shall perform all inspections, tests, and approvals of samples, materials, and equipment

Page 2 of 7 Pages
(Exhibit A - ENGINEER'S Services)

sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

11. **Substitutes and "or-equal."** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.

12. **Inspections and Tests.** Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

13. **Disagreements between OWNER and Contractor.** Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

14. **Applications for Payment.** Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of ENGINEER contained in paragraph A1.05.A.6.a are expressly subject to the limitations set forth in paragraph A1.05.A.6.b and other express or general limitations in this Agreement and elsewhere.

b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purpose of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

15. Contractor's Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided

Page 4 of 7 Pages
(Exhibit A - ENGINEER'S Services)

CITY OF PETALUMA MINUTE BOOK 24

EXHIBIT "F"

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 intervention thereof.

4. **Pre-Construction Conference.** Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

5. **Baselines and Benchmarks.** As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed.

6. **Plots to Site and Observation of Construction.** In connection with observations of Contractor's work in progress while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, 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 Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. **Defective Work.** Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

8. **Clarifications and Interpretations; Field Orders.** Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

9. **Change Orders and Work Change Directives.** Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

10. **Shop Drawings and Samples.** Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques,

Page 3 of 7 Pages
(Exhibit A - ENGINEER'S Services)

under paragraph A1.05.A.10, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such ENGINEER's review will be limited as provided in paragraph A1.05.A.10.

c. ENGINEER shall transmit these documents to OWNER.

16. **Substantial Completion.** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

17. **Additional Tasks.** Perform or provide the following additional Construction Phase tasks or deliverables:

18. **Final Notice of Acceptability of the Work.** Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. **Duration of Construction Phase.** The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. **Limitation of Responsibilities.** ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 Post-Construction Phase

A. Upon written authorization from OWNER, ENGINEER, during the Post-Construction Phase, shall:

1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.
 2. Assist OWNER in training OWNER's staff to operate and maintain Project, equipment, and systems.
 3. Assist OWNER in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
 4. Together with OWNER, visit the Project to observe any apparent defects in the Work, assist OWNER in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
 5. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
 6. In company with OWNER or OWNER's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Correction Period.

Page 5 of 7 Pages
(Exhibit A - ENGINEER'S Services)

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 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**—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

CITY OF PETAL
MINUTE BOOK 24

EXHIBIT "F"

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 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 to 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 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 7 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, Limitations of Authority of Resident P Representative," consisting of 4 pages.

E. Exhibit E, "Notice of Acceptability of W" consisting of 0 pages.

F. Exhibit F, "Construction Cost Limit," consisting of 0 pages.

G. Exhibit G, "Insurance," consisting of 2 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.

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

OWNER: CITY OF PETAL

By: Carl Scott

Title: Mayor

Date Signed: 8-9-05

Address for giving notices:

P. O. Box 364

Petal, MS 39465

Designated Representative (paragraph 6.02.A):

Carl Scott

Title: Mayor

Phone Number: 601-545-1776

Facsimile Number: 601-545-6685

E-Mail Address:

ENGINEER: SHAWN DEARMAN & WATTS, INC.

By: Michael T. Watts, P.E., R.I.S.

Title: Vice-President

Date Signed: 8-9-05

Address for giving notices:

P. O. Box 1711

Hattiesburg, MS 39403-1711

Designated Representative (paragraph 6.02.A):

Michael T. Watts, P.E., R.I.S.

Title: Vice-President

Phone Number: 601-544-1821

Facsimile Number: 601-544-0591

E-Mail Address: Mike@sd-w.com

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

This is EXHIBIT A, consisting of 7 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 1 - BASIC SERVICES

A1.01 (LEFT BLANK INTENTIONALLY)

A1.02 (LEFT BLANK INTENTIONALLY)

A1.03 Final Design Phase

A. After acceptance by OWNER of the Preliminary Design Phase documents and revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, but subject to any OWNER-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from OWNER, ENGINEER shall:

1. On the basis of the above acceptance, direction, and authorization, prepare Final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.

2. Provide technical criteria, written descriptions, and design data for OWNER'S use in filing applications for permits from or approval of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

3. Advise OWNER of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to ENGINEER, itemized as provided in paragraph A1.01.A.5.

4. Perform or provide the following additional Final Design Phase tasks or deliverables:

5. Prepare and furnish Bidding Documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate, and assist OWNER in the preparation of other related documents.

6. Submit 2 final copies of the Bidding Documents and a revised opinion of probable Construction Cost to OWNER within 30 days after authorization to proceed with this phase.

B. In the event that the Work designed or specified by ENGINEER is to be performed or furnished under more than one prime contract, or if ENGINEER'S services are to be separately sequenced with the work of one or more prime Contractors (the case of fast-tracking), OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop for performance of ENGINEER'S services during the Final Design, Bidding or Negotiating, Construction, and Post-Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime

OWNER
ENGINEER

R. Perform or provide the following additional services:

EXHIBIT "F"

Payments to ENGINEER for Services and Reimbursable Expenses

Article 4 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 4 - PAYMENTS TO THE ENGINEER

C4.01 For Basic Services Having A Determined Scope - Lump Sum Method of Payment

A. OWNER shall pay ENGINEER for Basic Services set forth in Exhibit A, except for services of ENGINEER's Resident Project Representative and Post-Construction Phase services, if any, as follows:

1. A Lump Sum amount of \$ 26,000.00 based on the following assumed distribution of compensation:

*PAID MONTHLY BASED ON THE PERCENTAGE OF WORK COMPLETED

2. ENGINEER may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the OWNER.

3. The Lump Sum includes compensation for ENGINEER's services and services of ENGINEER's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for ENGINEER's services will be based upon ENGINEER's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

5. The Lump Sum is conditioned on Contract Times to complete the Work not exceeding 6 months. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to ENGINEER shall be appropriately adjusted.

6. If more prime contracts are awarded for Work designed or specified by ENGINEER for this Project than identified in Exhibit A, the ENGINEER shall be compensated an additional amount equal to \$ N/A for all Basic Services for each prime contract added.

C4.02 For Basic Services Having An Undetermined Scope - Salary Costs Times a Factor Method of Payment

A. OWNER shall pay ENGINEER for:

1. Resident Project Representative Services. For services of ENGINEER's Resident Project Representative, if any, under paragraph A1.05.A.2.a of Exhibit A, an amount equal to the ENGINEER's Salary Costs times a Factor of 3 for services of ENGINEER's employees engaged directly in resident Project representation, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

FEES NOT TO EXCEED \$71,000.00

2. Post-Construction Phase Services. For Post-Construction Phase services under paragraph A1.06 of Exhibit A, an amount equal to the ENGINEER's Salary Costs times a factor of 3 for services of ENGINEER's employees engaged directly on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any in the Post-Construction Phase. The total compensation under this paragraph is estimated to be \$ 1,280.00.

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

3. Laboratory Testing Services: For services of independent testing laboratory under direction of Engineer, an amount equal to a sum of \$ 11,000.00 for services set forth under Paragraph A.1.05.3.

C4.03 For Additional Services

A. OWNER shall pay ENGINEER for Additional Services as follows:

1. General. For services of ENGINEER's employees engaged directly on the Project pursuant to paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under paragraph A2.01.A.20, an amount equal to the cumulative hours charged to the Project by each ENGINEER's employees times the ENGINEER's applicable Salary Costs times a Factor of 3, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

2. Serving as a Witness. For services performed by ENGINEER's employees as witnesses giving testimony in any litigation, arbitration, or other legal or administrative proceeding under paragraph A2.01.A.20, at the rate of \$ 1,000.00 per day or any portion thereof (but compensation for time spent in preparing to testify in any such litigation, arbitration, or proceeding will be on the basis provided in paragraph C4.03.A.1). Compensation for ENGINEER's Consultants for such services will be on the basis provided in paragraph C4.05.

C4.04 For Reimbursable Expenses

A. When not included in compensation for Basic Services under paragraph C4.01, OWNER shall pay ENGINEER for Reimbursable Expense at the rate set forth in Appendix 1 of this Exhibit C.

B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls and telegrams; reproduction of reports; Drawings, specifications, Bidding Documents, and similar Projected items in addition to those required under Exhibit A, if authorized in advance by OWNER, overtime work being higher than regular rates. In addition, if authorized

in advance by OWNER, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.

C. The amounts payable to ENGINEER for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by ENGINEER, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.20.

D. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2006) to reflect equitable changes in the compensation payable to ENGINEER.

C4.05 For ENGINEER's Consultant's Charges

A. Whenever compensation to ENGINEER herein is stated to include charges of ENGINEER's Consultants, those charges shall be the amounts billed by ENGINEER's Consultants to ENGINEER times a Factor of 1.25.

C4.06 Salary Costs

A. Salary Costs means salaries and wages paid to ENGINEER's employees plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto.

B. The Salary Costs and the Factor applied to Salary Costs will be adjusted annually (as of January 1, 2006) to reflect equitable changes in the compensable payable to ENGINEER.

C4.07 Factors

A. The Salary Costs Factor includes the cost of general and administrative overhead which includes salaries and wages of principals and employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs; plus operating margin or profit.

B. External Reimbursable Expenses and ENGINEER's Consultant's Factors include ENGINEER's overhead and profit associated with ENGINEER's responsibility for the administration of such services and costs.

C4.08 Other Provisions Concerning Payment

A. Preparation of Invoices. The portion of the amounts billed for ENGINEER's services which are identified in paragraphs C4.02 and C4.03 will be based on the applicable Salary Costs for the cumulative hours charged to the Project during the billing period by all of ENGINEER's employees, times the Salary Costs factor, plus Reimbursable Expenses and ENGINEER's Consultant's charges incurred, 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 on the basis of the Salary Costs Times a Factor Method of Payment shall be continued.

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 amount 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.

A2.01 Additional Services Requiring OWNER's Authorization in Advance

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 its 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 revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.
4. Services resulting from OWNER's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A1.01.A.4.
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. Undertaking 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 appraisals; assistance 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. Furnishing services of ENGINEER's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A1.03.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 constructibility 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 acceptability 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 Documents.

Page 6 of 7 Pages
(Exhibit A - ENGINEER'S Services)

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 _____.

OWNER *[Signature]*
ENGINEER *[Signature]*

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, when 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 nonperformance 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.

Page 1 of 3 Pages
(Exhibit B - OWNER'S Responsibilities)

15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A1.05.A.5, 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.

A2.02 Required Additional Services

A. ENGINEER shall perform or furnish, without requesting or receiving specific advance authorization from OWNER, Additional Services of the types listed below. ENGINEER shall advise OWNER in writing promptly after starting any such Additional Services.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by OWNER so as to make the compensation commensurate with the extent of the Additional Services rendered.
2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work; (2) an occurrence of a Hazardous Environmental Condition; (3) Work damaged by fire or other cause during construction; (4) a significant amount of defective, neglected, or delayed work by Contractor; (5) acceleration of the progress schedule involving services beyond normal working hours; or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by OWNER prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Page 7 of 7 Pages
(Exhibit A - ENGINEER'S Services)

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 raises, or ENGINEER reasonably requests.
3. Such auditing services as OWNER requires to ascertain how or for what purpose Contractor has used the moneys 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 constructibility 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 conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.

O. INTENTIONALLY LEFT BLANK

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.
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.

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

OWNER
ENGINEER

EXHIBIT "F"

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Paragraph 1.01C of the Agreement is amended and supplemented to include the following agreement of the parties:

D6.02 Resident Project Representative

A. ENGINEER shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist ENGINEER in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in section A.1.05 of Exhibit A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of ENGINEER in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. **General:** RPR is ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.
2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. **Liaison:**
 - a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - b. Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
 - c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. **Interpretation of Contract Documents:** Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarification and interpretations as issued by ENGINEER.

6. **Shop Drawings and Samples:**

- a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - c. Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by ENGINEER.
7. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

8. **Review of Work and Rejection of Defective Work:**

- a. Conduct on-Site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that RPR believes should be corrected or rejected or be uncovered for observation, or requires special testing, inspection or approval.

9. **Inspections, Tests, and System Startups:**

- a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of all phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

10. **Records:**

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.

c. Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

11. **Reports:**

- a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to ENGINEER and OWNER copies of all inspection, test, and system startup reports.
- d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. **Payment Requests:** Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. **Certificates, Operation and Maintenance Manuals:** During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

14. **Completion:**

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize OWNER to occupy the Project in whole or in part.

CITY OF PETAL
MINUTE BOOK 24

ORDINANCE 1979(42A-170) 521

AN ORDINANCE AMENDING CERTAIN SECTIONS OF ORDINANCE 1972(42) OF THE COMPREHENSIVE ZONING REGULATIONS FOR THE CITY OF PETAL, MISSISSIPPI AMENDING REMEDIES AND PENALTIES.

EXHIBIT "G"

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE

CITY OF PETAL, MISSISSIPPI:

SECTION 1: The following article of Ordinance 1979 (42) be amended as

follows:

13.2. Penalties

Any firm, person or corporation who shall do anything prohibited by these regulations as the same exist or as they may hereafter be amended, or who shall fail to do anything required by the regulations as they now exist or as they may hereafter be amended, upon conviction of a violation shall be considered guilty of a misdemeanor punishable either by a fine not exceeding one hundred dollars (\$100.00) or not more than thirty (30) days jail, or both. Each and every day that such violation exists shall be deemed a separate offense.

Furthermore, should any violation continue for more than twenty (20) days from the date of conviction, then the Municipal Court Judge is hereby empowered, by entry of appropriate Order of the Municipal Court, to authorize the City to rectify the violation (remove scrap cars, clean yard, remove mobile homes, etc.) at the property owner's expense.

SECTION 2: Except as amended herein, the provisions of Ordinance 1979(42), are in full force and effect.

SECTION 3: This Ordinance will be effective thirty (30) days for and after its passage.

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

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

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer

Alderman Liesa Weaver

Those present and voting "NAY" or against the adoption of any section of the foregoing ordinance:

None

Those present and voting "YEA" and in favor of the adoption of the foregoing ordinance as a whole:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liesa Weaver

Those present and voting "NAY" and in favor of the adoption of the foregoing ordinance as a whole:

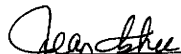
None

Whereupon, the foregoing ordinance be, and the same is hereby passed, adopted, and approved on this, the 22nd day of August, A.D., 2005.


CARL SCOTT
MAYOR

(SEAL)

ATTEST:


JEAN ISHJE
CITY CLERK

PUBLISH 1 TIME: August 30, 2005

CITY OF PETAL
MINUTE BOOK 24

EXHIBIT "H"

AN ORDINANCE SETTING FORTH RULES AND REGULATIONS FOR ONE- AND TWO-FAMILY DWELLINGS PURSUANT TO THE INTERNATIONAL RESIDENCE CODE

WHEREAS, the City of Petal, Mississippi, is desirous of promoting the health, safety, morals and general welfare of the community by regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and townhouses thereof; and

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, are now fully authorized to pass an ordinance for such purposes under the authority of Section 21-19-25 of the Mississippi Code of 1972, Annotated as Recompiled, and other sections of said code;

NOW, therefore, be it ordained by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

SECTION 1: That the International Residential Code for one- and two-family dwellings (2000 Edition, with amendments) and any subsequent revisions, a copy of which has this day been exhibited to and approved by the Board of Aldermen of the City of Petal, Mississippi be and the same is hereby adopted and declared operative as of the 1st day of October, 2005, and binding within the corporate limits of Petal, Mississippi, and the police jurisdiction thereof.

SECTION 2: That the said International Residential Code for one- and two-family dwellings (2000 edition, with amendments) is too voluminous to here set out in full but copies of the same are on file with the Clerk of the City of Petal, and are made a part of this ordinance as if fully and completely copied and set forth herein.

SECTION 3: The City Clerk of the City of Petal, Mississippi is hereby authorized, directed and empowered to insert at the appropriate place therein a certificate to the effect that the said International Residential Code for One- and Two-Family Dwellings (2000 edition, with amendments) is an official publication of the building laws, ordinances and resolutions passed and adopted by the City of Petal, Mississippi, and that said publication in book form of said building laws, ordinances and resolutions affecting said City of Petal, Mississippi, by authority and under the direction of the Board of Aldermen of said city is to be and to become effective as a part of building laws and ordinances of said city on October 1, 2005.

SECTION 4: All ordinances and parts of ordinances of the City of Petal, Mississippi, in conflict herewith are hereby repealed, and if any portion of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not effect any other portion of this ordinance which is not in and of itself invalid or unconstitutional.

SECTION 5: Any person that fails to comply with or violates any of the provisions of this code shall be guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$200.00 for each violation, or the license of each person may be revoked or both fine and revocation of license may be included.

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

Those present and voting "Yes" and in favor of the passage, adoption and approval of Section 1,2,3,4 and 5 of the foregoing ordinance:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liess Weaver

Those present and voting "Nay" or against the adoption of any section of the foregoing ordinance:

None

Those present and voting "Yes" and in favor of the adoption of the foregoing ordinance as a whole:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liess Weaver

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 22nd day of August, A. D., 2005.

Carl Scott
Mayor

(SEAL)

Attest:

Jean Labrec
City Clerk

PUBLISH 1 TIME: October 3, 2005

ORDINANCE 1975 (22-A)

AN ORDINANCE ESTABLISHING STANDARDS FOR THE INSTALLATION OF MECHANICAL SYSTEMS, INCLUDING ALTERATIONS, REPAIRS, REPLACEMENT, EQUIPMENT, APPLIANCES, FIXTURES, FITTINGS, AND/OR APPURTENANCES THERETO, INCLUDING VENTILATING, HEATING, COOLING, AIR CONDITIONING AND REFRIGERATION SYSTEMS, PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE AND RELATED PURPOSES.

WHEREAS, the City of Petal, Mississippi, is desirous to promote the health, safety, morals and general welfare of the community by regulating the installation of mechanical systems including alterations, repairs, replacements, equipment, appliances, fixtures, fittings, and/or appurtenances thereto, including ventilating, heating, cooling, air conditioning, and refrigeration systems, incinerators, and other energy-related systems;

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, are now fully authorized to pass an ordinance for such purposes under the authority of Section 21-19-25 of the Mississippi Code of 1972, Annotated as Recompiled, and other sections of said code;

NOW, THEREFORE, BE IT ORDAINED by the mayor and Board of Aldermen of the City of Petal, Mississippi.

SECTION 1: That the International Mechanical Code (2000 edition with amendments) and any subsequent revisions, a copy of which has this day been exhibited to and approved by the Board of Aldermen of the City of Petal, Mississippi, be and the same is hereby adopted and declared operative as of the 1st day of October, 2005, and binding within the corporate limits of Petal, Mississippi, and the police jurisdiction thereof.

SECTION 2: That the said International Mechanical Code (2000 edition with amendments) is too voluminous to here set out in full, but copies of the same are on file with the Clerk of the City of Petal, and are made a part of this ordinance as if fully and completely copied and set forth herein.

SECTION 3: The City Clerk of the City of Petal, Mississippi, is hereby authorized, directed and empowered to insert at the appropriate place therein a certificate to the effect that the said International Mechanical Code (2000 edition with amendments) is an official publication of the laws, ordinances and resolutions passed and adopted by

Alderman Liesa Weaver

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 22nd day of August, A. D., 2005.

Carl Scott
MAYOR, Carl Scott

(SEAL)

ATTEST:

Jean Latta
Jean Latta, City Clerk
City of Petal, Mississippi

PUBLISH 1 TIME: August 30, 2005

CITY OF PETAL
MINUTE BOOK 24

the City of Petal, Mississippi, and that said publication in book 523 of said laws, ordinances and resolutions affecting said City of Petal, Mississippi, by authority and

EXHIBIT "I"

under the direction of the Board of Aldermen of said City is to be and to become effective as the laws and ordinances of said City on October 1, 2005.

SECTION 4: Any person, firm, corporation, or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed, or continued and upon conviction of any such violation such person shall be punished within the limits as provided by the laws of the State of Mississippi for punishment of a misdemeanor.

SECTION 5: All ordinances and parts of ordinances of the City of Petal, Mississippi, in conflict herewith are hereby repealed, and if any portion of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect any other portion of this ordinance which is not in and of itself invalid or unconstitutional.

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

Those present and voting "Yea" and in favor of the passage, adoption, and approval of Sections 1, 2, 3, 4, and 5 of the foregoing ordinance:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liesa Weaver

Those present and voting "Nay" or against the adoption of any section of the foregoing ordinance:

None

Those present and voting "Yea" and in favor of the adoption of the foregoing ordinance as a whole:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer

ORDINANCE 1975-(21-1)

AN ORDINANCE REGULATING THE INSTALLATION, ALTERATION AND MAINTENANCE OF ALL PIPING EXTENDING FROM THE POINT OF DELIVERY OF GAS FOR USE AS A FUEL AND DESIGNED TO CONVEY OR CARRY THE SAME TO GAS APPLIANCES, AND REGULATING THE INSTALLATION AND MAINTENANCE OF APPLIANCES DESIGNED TO UTILIZE SUCH GAS AS A FUEL; PROVIDING FOR THE ISSUANCE OF PERMITS FOR THE INSTALLATION OF SAID PIPING AND CERTAIN APPLIANCES AND THE COLLECTION OF INSPECTION FEES THEREFOR; PROVIDING FOR THE LICENSING OF PERSONS ENGAGING IN THE BUSINESS OF INSTALLING, REPAIRING, OR MAINTAINING SAID PIPING OR CERTAIN APPLIANCES; PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE AND REPEALING ALL CONFLICTING ORDINANCES

CITY OF PETAL
MINUTE BOOK 24

EXHIBIT "J"

to the effect that the said International Gas Code (2000 authorized edition) is an official publication of the building laws, ordinances and resolutions passed and adopted by the City of Petal, Mississippi, and that said publication in book form of said building laws, ordinances and resolutions affecting said City of Petal, Mississippi, by authority and under the direction of the Board of Aldermen of said city is to be and to become effective as a part of building laws and ordinances of said city on October 1, 2005.

SECTION 4: All ordinances and parts of ordinances of the City of Petal, Mississippi, in conflict herewith are hereby repealed, and if any portion of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not effect any other portion of this ordinance which is not in and of itself invalid or unconstitutional.

SECTION 5: Any person that fails to comply with or violates any of the provisions of this code shall be guilty of a misdemeanor and upon conviction thereof shall be fined not more than \$200.00 for each violation, or license of such person may be revoked or both fine and revocation of license may be included.

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

Those present and voting "Yes" and in favor of the passage, adoption and approval of Section 1, 2, 3, 4, and 5 of the foregoing ordinance:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liesa Weaver

Those present and voting "Nay" or against the adoption of any section of the foregoing ordinance:

None

Those present and voting "Yes" and in favor of the adoption of the foregoing ordinance as a whole:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liesa Weaver

WHEREAS, the City of Petal, Mississippi is desirous of promoting the health, safety morals and general welfare of the community by regulating the installation, alteration, and maintenance of all piping extending from the point of delivery of gas for use as a fuel and designed to convey or carry the same to gas appliances within its corporate limits; and,

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, are now fully authorized to pass an ordinance for such purposes under the authority of Section 21-10-25 of the Mississippi Code of 1972, Annotated as Recompiled, and other sections of said code;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

SECTION 1: That the International Gas Code (2000 authorized edition, with amendments) and any subsequent revisions, a copy of which has this day been exhibited to and approved by the Board of Aldermen of the City of Petal, Mississippi be and the same is hereby adopted and declared operative as of the first day of October 2005, and binding within the corporate limits of the City of Petal, Mississippi, and the police jurisdiction thereof.

SECTION 2: That the said International Gas Code (2000 authorized edition, with amendments) is too voluminous to here set out in full, but copies of the same are on file with the Clerk of the City of Petal, and are made a part of this ordinance as if fully and completely copied and set forth herein.

SECTION 3: The City Clerk of the City of Petal, Mississippi is hereby authorized, directed and empowered to insert at the appropriate place therein a certificate

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 22nd day of August, A. D., 2005.


MAYOR, Carl Scott

(SEAL)

ATTEST:

Jean Ihee, CITY CLERK

PUBLISH 1 TIME: August 30, 2005

ORDINANCE 1975 (20-1)

AN ORDINANCE ESTABLISHING STANDARDS FOR THE INSTALLATION AND MAINTENANCE OF ELECTRICAL SYSTEMS USED IN CONSTRUCTION AND REPAIR OF BUILDINGS; PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE AND RELATED PURPOSES

CITY OF PETAL MINUTE BOOK 24

SECTION 4: Any person, firm, corporation, or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed, or continued and upon conviction of any such violation such person shall be punished within the limits as provided by the laws of the State of Mississippi for punishment of a misdemeanor.

EXHIBIT "K"

SECTION 5: All ordinances and parts of ordinances of the City of Petal, Mississippi, in conflict herewith are hereby repealed, and if any portion of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect any other portion of this ordinance which is not in and of itself invalid or unconstitutional.

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

Those present and voting "Yes" and in favor of the passage, adoption and approval of Sections 1, 2, 3, 4, and 5 of the foregoing ordinance:

- Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liesa Weaver

Those present and voting "Nay" or against the adoption of any section of the foregoing ordinance:

None

Those present and voting "Yes" and in favor of the adoption of the foregoing ordinance as a whole:

- Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liesa Weaver

Those present and voting "Nay" or against the adoption of the foregoing ordinance as a whole:

WHEREAS, the City of Petal, Mississippi, is desirous of promoting the health, safety, morals and general welfare of the community by regulating the installation and maintenance of electrical systems used in construction and repair of buildings; and

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, are now fully authorized to pass an ordinance for such purposes under the authority of section 21-19-25 of the Mississippi Code of 1972, Annotated as Recompiled, and other provisions of said code;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

SECTION 1: That the International Electrical Code (2005 edition with amendments) and any subsequent revisions, a copy of which has this day been exhibited to and approved by the Board of Aldermen of the City of Petal, Mississippi, be and the same is hereby adopted and declared operative as of the 1st day of October, 2005, and binding within the corporate limits of Petal, Mississippi, and the police jurisdiction thereof.

SECTION 2: That the said International Electrical Code (2005 edition with amendments) is too voluminous to here set out in full, but copies of the same are on file with the Clerk of the City of Petal, and are made a part of this ordinance as if fully and completely copied and set forth herein.

SECTION 3: The City Clerk of the City of Petal, Mississippi, is hereby authorized, directed and empowered to insert at the appropriate place therein a certificate to the effect that the said International Electrical Code (2005 edition with amendments) is an official publication of the laws, ordinances and resolutions passed and adopted by the City of Petal, Mississippi, and that said publication in book form of said laws, ordinances and resolution affecting said City of Petal, Mississippi, by authority and under the direction of the Board of Aldermen of said City is to be and to become effective as the laws and ordinances of said City on October 1, 2005.

None

WHEREUPON, the foregoing ordinance be, and the same is hereby passed, adopted, and approved on this, the 22nd day of August, A. D., 2005.

[Signature]
MAYOR, Carl Scott

(SEAL)

ATTEST:

[Signature]
Jean Ishee, City Clerk
City of Petal, Mississippi

PUBLISH 1 TIME: August 30, 2005

ORDINANCE NUMBER 1979 (45-1)

AN ORDINANCE ESTABLISHING TRUCK ROUTES IN THE CITY; DESIGNATING CERTAIN OTHER STREETS IN THE CITY FOR TRUCK TRAFFIC; PROVIDING FOR ENFORCEMENT; PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS, AND ESTABLISHING AN EFFECTIVE DATE AND FOR RELATED PURPOSES.

CITY OF PETAL
MINUTE BOOK 24

EXHIBIT "L"

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

SECTION 10-101. Definitions. For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (1) "City" is the City of Petal.
- (2) "Deviating Truck" is a truck which leaves and departs from a truck route while traveling inside the City.
- (3) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- (4) "Truck" is any vehicle designed or operated for the transportation of property, and whose body weight or whose combined body weight exceeds 15,000 pounds.
- (5) "Truck Route" is a way over certain streets, as designated herein, over and along which trucks coming into and going out of the City must be operated.

SECTION 10-102. Application of Regulation. All trucks within the City shall be operated only over and along the truck routes herein established and on the other designated streets over which truck travel is permitted.

- (1) Exceptions. This Ordinance shall not prohibit:
 - (a) Operation on street of designation. The operation of trucks upon any street where necessary to the conduct of business at a destination point, provided streets upon which such traffic is

truck shall return to the truck route by the shortest permissible route.

- (2) Inside Origin.
 - (a) Outside destination point. All trucks, on a trip originating in the City, and traveling in the City for a destination point outside the City shall proceed by the shortest direction over streets on which such traffic is permitted to a truck route as herein established.
 - (b) Inside destination points. All trucks, on a trip originating in the City, and traveling in the City for destination points in the City shall proceed only over streets upon which such traffic is permitted.

SECTION 10-105 Enforcement.

- (1) Weigh-In. The Chief of Police or any police officer shall have the authority to require any person driving or in control of any commercial vehicle not proceeding over a truck route or street over which truck traffic is permitted to proceed to any public or private scale available for the purpose of weighing and determining whether this Ordinance has been compiled with.

SECTION 10-106. Penalties. Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding \$500.00 or be imprisoned in the county jail for a period not exceeding ninety (90) days or be both so fined and imprisoned. Each day such violation is committed or permitted to continue, shall constitute a separate offence and shall be punishable as such hereunder.

SECTION 10-107. This Ordinance shall be in full force and effect thirty (30) days from and after its passage.

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

permitted are used until reaching the intersection nearest the destination points.

- (b) Emergency Vehicles. The operation of emergency vehicles upon any street in the City.
- (c) Public Utilities. The operation of trucks owned or operated by the City, public utilities, any contractor or material man, while engaged in the repair, maintenance or construction of streets, street improvements, or utilities within the City.
- (d) Detoured Trucks. The operation of trucks upon any officially established detour in any case where such truck could lawfully be operated upon the street for which such detour is established

SECTION 10-103. Trucks Routes Established. There is hereby established within the City for destination points outside the City shall be operated only over the following designated routes:

U.S. HIGHWAY 11; MISSISSIPPI HIGHWAY 42; CENTRAL AVENUE;

SECTION 10-104. Truck Traffic in the City,

- (1) Outside Origin.
 - (a) One inside destination point. All trucks entering the City for a destination point in the City shall proceed only over an established truck route and shall deviate only at the intersection with the street, upon which such traffic is permitted, nearest to the destination point. Upon leaving the destination point, a deviating truck shall return to the truck route by the shortest permissible point.
 - (b) Multiple inside destination points. All trucks entering the City for multiple destination points shall proceed only over established truck routes and shall deviate only at the intersection with the street, upon which such traffic is permitted, nearest to the first destination point. Upon leaving the first destination point a deviating truck shall proceed to other destination points by the shortest direction and only over streets upon which such traffic is permitted. Upon leaving the last destination point, a deviating

Those present and voting "Yes" and in favor of the passage, adoption and approval of Sections 10-101, 10-102, 10-103, 10-104, 10-105, 10-106, and 10-107 of the foregoing Ordinance:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liesa Weaver

Those present and voting "Nay" or against any of said Sections of the foregoing Ordinance:

None

Those present and voting "Yes" and in favor of the passage, adoption and approval of the Ordinance as a whole:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liesa Weaver

Those present and voting "Nay" or against the passage, adoption and approval of the foregoing Ordinance as a whole:

None

WHEREFORE, the following Ordinance was duly passed, adopted, and approved on this the 22nd day of August, A. D., 2005


MAYOR, Carl Scott

(SEAL)

ATTEST:


Jean Isher, City Clerk

PUBLISH 1 TIME: August 30, 2005

AN ORDINANCE AMENDING THE COMPREHENSIVE ZONING ORDINANCE FOR THE CITY OF PETAL, MISSISSIPPI, TO ADD AN ADDITIONAL SECTION TO SAID ORDINANCE TO PROHIBIT THE PARKING OF TRAILERS WITHOUT CURRENT LICENSE PLATES, MAKING EXCEPTIONS THERETO AND ESTABLISHING AN EFFECTIVE DATE THEREFORE

EXHIBIT "M"

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

SECTION 1: That Ordinance 1979 (42) be amended by adding to said Ordinance and making a part thereof the following:

8.3 Parking of Automotive Vehicles or Trailers

Automotive vehicles or trailers of any kind not in operable condition and/or without current license plates shall not be parked or stored on any property within the City of Petal, except on property holding a permit from the municipal authorities of the City of Petal for the operation of junk yard as defined in Section 5.36 of this Ordinance.

However, in the case of new and/or used car dealers, not more than 10 wrecked vehicles used for parts or to be rebuilt, may be kept on the dealers lot provided they are behind the principal building used for sales and totally out of the public view. Any question as to what constitutes out of the public view shall be determined by the City Building Official, Code Enforcement Official or Designee.

The intent of this Ordinance is to prohibit new and/or used car dealers from becoming or appearing to become a junk yard.

Automotive vehicles, trailers, manufactured homes and etc., offered for sale or lease on new or used dealer lots shall not be required to park on spaces described in Article V, 5.56 (definition of parking space) of the official zoning ordinance.

However, the area where automotive vehicles, trailers, manufactured homes & etc. are parked, shall be a prepared surface using Class 4, Group "B" Clay Gravel as specified in the MS State-Aid Specification Book or other similar materials that has been prior approved by the City Building Inspector and/or City Engineer.

All other spaces for customer and employee parking, access areas to sales offices and etc., shall comply with Article V, 5.56. Any access to public street or rights-of-way shall be from hard surfaces as described in Article V, 5.56.

The areas in which the automotive vehicles, trailers, manufactured homes etc., offered for sale or lease shall be neatly maintained at all times.

The above and foregoing ordinance amending Ordinance 1979 (42-A) SECTION 1, 8.3 Parking of Automotive Vehicles or Trailers, 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 foregoing ordinance as a whole, with the following results:

SECTION 2: This ordinance shall be effective thirty (30) days from and after its passage.

Those present and voting "Yea" and in favor of the passage, adoption, and approval of Section 1 and Section 2, amendment of the foregoing Ordinance:

- Alderman David Clayton
- Alderman Kay Fairley
- Alderman James Moore
- Alderman Steve Stringer
- Alderman Liesa Weaver

Those present and voting "Nay" or against the passage, adoption, and approval of Section 1 and Section 2 amendment of the foregoing Ordinance:

None

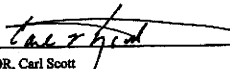
Those present and voting "Yea" and in favor of the adoption of the foregoing Ordinance as a whole:

- Alderman David Clayton
- Alderman Kay Fairley
- Alderman James Moore
- Alderman Steve Stringer
- Alderman Liesa Weaver

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 22nd day of August, A. D., 2005


MAYOR, Carl Scott

(SEAL)

ATTEST:


Jean Ishee, City Clerk
City of Petal, Mississippi

EXHIBIT "N"

BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Petal,

Mississippi:

SECTION 1. Section 1-3 (B) of Ordinance 1981 (53) as originally adopted on November 3, 1981 is hereby amended to read as follows, to-wit:

SECTION 1-3(B). RADIOS, PHONOGRAPHS, ETC.

The using, operating or permitting to be played, used, or operated any portable radio, receiving set, portable musical instrument, portable phonograph, or other portable machine or device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such portable set, portable instrument, portable phonograph, portable machine, or portable device at anytime in such manner as to be plainly audible at a distance of fifty (50) feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.

SECTION 2. Except as amended herein, the provisions of Ordinance 1981 (53), are in full force and effect.

SECTION 3. Ordinance 1981(53-2) is repealed.

SECTION 3. This Ordinance shall be in full force and effective thirty (30) days from and after its passage.

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

Those present and voting "Yea" and in favor of the passage, adoption and approval of Section 1, 2, 3 and 4, of the foregoing Ordinance:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer

202

Alderman Liessa Weaver

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 whole:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liessa Weaver

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 23rd day of August, A.D., 2005.


CARL SCOTT
MAYOR

(SEAL)

ATTEST:


JEAN ISHIE
CITY CLERK

PUBLISH 1 TIME: August 30, 2005

AN ORDINANCE SETTING FORTH RULES AND REGULATIONS FOR PLUMBING INSTALLATION, INCLUDING ALTERATIONS, REPLACEMENT, EQUIPMENT, APPLIANCES, FITTINGS, FITTINGS, AND/OR APPLIANCES THEREIN, AND/OR WORK CONNECTED TO THE WATER OR SEWERAGE SYSTEMS PROVIDING PENALTIES FOR THE VIOLATION THEREOF, AND RELATED MATTERS.

WHEREAS, the City of Pearl, Mississippi, in a desire of promoting the health, safety, morals, and general welfare of the community by regulating the installation and maintenance of plumbing fixtures, equipment and repair thereof;

WHEREAS, the Mayor and Board of Aldermen of the City of Pearl, Mississippi, are now duly authorized to pass an ordinance for such purposes under the authority of Section 21-10-35 of the Mississippi Code of 1972, Annotated as Recompiled, and other sections of said code;

SECTION 1: That the International Plumbing Code (IPC) edition, with amendments) and any subsequent revisions, a copy of which has this day been submitted to and approved by the Board of Aldermen of the City of Pearl, Mississippi, be and the same is hereby adopted and declared operative as of the 1st day of October, 2005, and being within the corporate limits of Pearl, Mississippi, and the police jurisdiction thereof.

SECTION 2: That the said International Plumbing Code (IPC) edition, with amendments) is now voluminous to have and is full for copies of the same are on file with the Clerk of the City of Pearl, and are made a part of this ordinance as if fully and completely copied and set forth herein.

SECTION 3: The City Clerk of the City of Pearl, Mississippi, is hereby authorized and empowered to issue at the appropriate places herein a sufficient International Plumbing Code (IPC) edition, with amendments) of the laws, ordinances and resolutions passed and adopted by (pt) and that said publication in book form of said laws, a sufficient copy of said City of Pearl, Mississippi, by authority under the direction of the Board of Aldermen of said City is to be and become effective on the date and contents of said City on October 1, 2005.

SECTION 4: Any person, firm, corporation, or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements

None

WHEREUPON, the foregoing ordinance be, and the same is hereby passed, signed and approved in this, the 22nd day of August, A. D., 2005.

(SEAL)
ATTEST:
[Signature]
Pearl, Mississippi
CITY CLERK
CITY OF PEARL, MISSISSIPPI
PUBLISHED TIME: August 22, 2005

guarantee shall be guilty of a misdemeanor. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this code is committed, or continued to be committed and upon conviction of any such violation each person shall be fined \$200.00 for each violation or the license of such person may be revoked of both fine and revocation of license may be levied.

SECTION 5: All ordinances and parts of ordinances of the City of Pearl, Mississippi, in conflict herewith are hereby repealed, and if any portion of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect any other portion of this ordinance which is not in and of itself invalid or unconstitutional.

The foregoing ordinance having been read and voted, the same was introduced and read and a vote was taken thereon, that section by section, then upon the ordinance as a whole with the following results:

Those present and voting "Yes" and in favor of the passage, adoption and approval of Sections 1, 2, 3, 4, and 5 of the foregoing ordinance:

- Alderman David Clayton
- Alderman Clay Taylor
- Alderman James Moore
- Alderman Steve Rodriguez
- Alderman Lane Warner

Those present and voting "No" or against the adoption of any section of the foregoing ordinance:

None

Those present and voting "Yes" and in favor of the adoption of the foregoing ordinance as a whole:

- Alderman David Clayton
- Alderman Clay Taylor
- Alderman James Moore
- Alderman Steve Rodriguez
- Alderman Lane Warner

Those present and voting "No" or against the adoption of the foregoing ordinance as a whole:

CITY OF PETAL MINUTE BOOK 24

EXHIBIT "O"

AN ORDINANCE AMENDING ORDINANCE 1975 (18) ESTABLISHING STANDARDS FOR THE CONSTRUCTION AND REPAIR OF BUILDINGS; PROVIDING PENALTIES FOR VIOLATION OF THIS ORDINANCE; RELATED PURPOSES

CITY OF PETAL
MINUTE BOOK 24

EXHIBIT "P"

WHEREAS, the City of Petal, Mississippi, is desirous of promoting the health, safety, morals and general welfare of the community by regulating the construction and repair of buildings within its corporate limits, and

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, are now fully authorized to enact an ordinance for such purposes under the authority of Section 21-19-25 of the Mississippi Code of 1972, Annotated as Recompiled, and other sections of said code;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Petal, Mississippi:

SECTION 1: That the International Building Code (2000 authorized edition with amendments) and any subsequent revisions, a copy of which has this day been exhibited to and approved by the Board of Aldermen of the City of Petal, Mississippi, be and the same is hereby adopted and declared operative as of the first day of October, 2005, and binding within the corporate limits of the City of Petal, Mississippi, and the police jurisdiction thereof.

SECTION 2: That the said International Building Code (2000 authorized edition, with amendments) is too voluminous to here set out in full, but copies of the same are on file with the Clerk of the City of Petal, and are made a part of this ordinance as if fully and completely copied and set forth herein.

SECTION 3. The City Clerk of the City of Petal, Mississippi is hereby authorized, directed and empowered to insert at the appropriate place therein a certificate to the effect that the said International Building Code (2000 authorized edition, with amendments) is an official publication of the building laws, ordinances and resolutions passed and adopted by the City of Petal, Mississippi, and that said publication in book form of said building laws, ordinances, and resolutions affecting said City of Petal, Mississippi, by authority and under the direction of the Board of Aldermen of said city is to be and to become effective as the building laws and ordinances of said city on October 1, 2005.

SECTION 4: All other ordinances and parts of ordinances of the City of Petal, Mississippi, in conflict herewith are hereby repealed, and if any portion of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect any other portion of this ordinance which is not in and of itself invalid or unconstitutional.

208

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

Those present and voting "Yes" and in favor of the passage, adoption, and approval of Section 1, 2, 3, and 4 of the foregoing ordinance:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liess Weaver

Those present and voting "Nay" or against the adoption of any section of the foregoing ordinance:

None

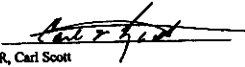
Those present and voting "Yes" and in favor of the adoption of the foregoing ordinance as a whole:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Steve Stringer
Alderman Liess Weaver

Those present and voting "Nay" or against the adoption of the foregoing ordinance as a whole:

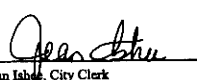
None

WHEREUPON, the foregoing ordinance be and the same is hereby passed, adopted, and approved on this, the 23rd day of August, A. D., 2005.


MAYOR, Carl Scott

(SEAL)

ATTEST:


Jean Ishii, City Clerk
City of Petal, Mississippi

PUBLISH 1 TIME: August 30, 2005

CITY OF PETAL
ORDINANCE BOOK 3

ORDINANCE 1979 (18) (A-3)

AN ORDINANCE AMENDING ORDINANCE 1979 (18) (A-2) TO PROVIDE REQUIREMENTS FOR ACCESSORY BUILDINGS TO RESIDENTIAL BUILDINGS BY ADDING A #3 TO SECTION 6

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

SECTION 1. Ordinance 1979 (18) (A-2) is hereby amended, by adding a #3 to Section 6:

- 3. All accessory buildings to residential buildings shall be slightly and suitable structures that are in harmony with existing visual features and character of the neighborhood in which it is built.

SECTION 2. Except as amended herein, the provisions of Ordinance 1979 (18) (A-2), are in full force and effect.

SECTION 3. That this Ordinance shall take effect and be in full force within thirty (30) days 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 DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

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 DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

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 22nd day of August 2005.


CARL SCOTT, MAYOR

(SEAL)

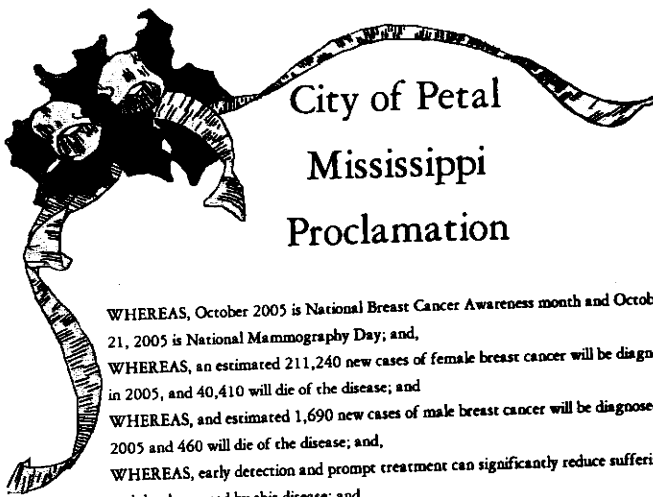
ATTEST:


JEAN ISMEE, CITY CLERK

PUBLISH 1 TIME: August 30, 2005

CITY OF PETAL
MINUTE BOOK 24

EXHIBIT "Q"



City of Petal
Mississippi
Proclamation

EXHIBIT "R"

WHEREAS, October 2005 is National Breast Cancer Awareness month and October 21, 2005 is National Mammography Day; and,
WHEREAS, an estimated 211,240 new cases of female breast cancer will be diagnosed in 2005, and 40,410 will die of the disease; and
WHEREAS, and estimated 1,690 new cases of male breast cancer will be diagnosed in 2005 and 460 will die of the disease; and,
WHEREAS, early detection and prompt treatment can significantly reduce suffering and deaths caused by this disease; and,
WHEREAS, mammography, an "x-ray" of the breast, is recognized as the single most effective method of detecting breast changes that may be cancer long before physical symptoms can be seen or felt.

NOW, THEREFORE, I CARL SCOTT, Mayor of the City of Petal, do hereby proclaim the month of October 2005 as National Breast Cancer Awareness Month and October 21 as National Mammography day in the City of Petal, Mississippi.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Petal to be affixed this 1st day of October, 2005.

Honorable Carl Scott
Mayor