

CITY OF PETAL
MINUTE BOOK 25

99

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON OCTOBER 18, 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 LIESA WEAVER
OTHERS PRESENT	B C LEWIS SAM KEYES DEMERY GRUBBS DAN TOLBERT J R WREN PENNY LUCKEL MIKE LEE OTHERS

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

THE INVOCATION WAS OFFERED BY WENDALL FRAZIER

THE PLEDGE OF ALLIGIANCE WAS RECITED.

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

- VII. BIDS & QUOTES
 - 5. REQUEST TO TAKE QUOTES FOR ELECTRICAL QUALIFICATIONS.
 - 6. REQUEST TO TAKE BIDS FOR FUEL/DIESEL FOR YEAR NOVEMBER 1, 2005 TO OCTOBER 31, 2006.
- IX. GENERAL BUSINESS
 - 1. OMIT
 - 19. REQUEST TO ACCEPT THE RESIGNATION OF GARY WATTS FROM THE WATER DEPARTMENT EFFECTIVE OCTOBER 18, 2005.
 - 20. REQUEST TO PURCHASE MICROSOFT SOFTWARE FOR THE CAD SYSTEM AT THE POLICE DEPARTMENT IN AMOUNT OF \$3,139.00.
 - 21. REQUEST TO EXECUTE THE CONTRACT WITH USDA CREEKS AND STREAMS.
- XI. ORDERS & ORDINANCES
 - 9. REQUEST TO PROMOTE JEREMY ROBB IN THE POLICE DEPARTMENT TO 2ND CLASS EFFECTIVE OCTOBER 12, 2005.
 - 10. REQUEST TO INCREASE CHIEF LEE SHELBOURN PAY TO \$35,470.00 ANNUALLY.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MINUTES OF THE REGULAR MEETING OF OCTOBER 4, 2005

THEREUPON, ALDERMAN CLAYTON MADE A MOTION THAT THE MINUTES OF OCTOBER 4, 2005 BE ADOPTED AS WRITTEN. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON

ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

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

WHEREAS, MAYOR SCOTT PRESENTED THE QUOTES ON SECURITY/FIRE SYSTEM
FOR THE CIVIC CENTER.

SEE EXHIBIT "A"

QUOTES

THEREUPON, ALDERMAN MOORE MADE A MOTION TO TAKE THE QUOTES UNDER
ADVISEMENT. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE BIDS ON CHIP
HAULING FOR THE PETAL DEBRIS SITE.

SEE EXHIBIT "B"

BIDS

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO HOLD THE BIDS
BECAUSE THE LOWEST BID WAS SIX DOLLARS (\$6.00) TO REMOVE THE CHIPS FROM THE
DEBRIS SITE TO FINAL DESTINATION AND IT PROBABLY WON'T MEET THE LOCAL, STATE
OR FEDERAL GUIDELINES. SO WILL LET THE CORP OF ENGINEERS HAUL THE CHIPS.
ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE BIDS FOR REMOVAL OF HANGERS AND
LEANERS DUE TO HURRICANE KATRINA

SEE EXHIBIT "C"

BIDS

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE QUOTES ON
HANGERS AND LEANERS OF TREE LIMBS DUE TO HURRICANE KATRINA.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE BIDS FOR RIGHT OF ENTRY DUE TO HURRICANE KATRINA.

SEE EXHIBIT "D"

BIDS

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE BIDS FOR RIGHT OF ENTRY. ALDERMAN CLAYTON SECONDED THE MOTION.
THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ADVERTISE FOR QUOTES FOR ELECTRICAL QUALIFICATIONS FOR THE ROBERT E RUSSELL COMPLEX.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR ELECTRICAL QUALIFICATIONS FOR THE ROBERT E RUSSEL COMPLEX. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO OBTAIN BIDS FOR FUEL/DIESEL FOR YEAR NOVEMBER 1, 2005 TO OCTOBER 31, 2006

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO GET OBTAIN FOR FUEL/DIESEL FOR YEAR NOVEMBER 1, 2005 TO OCTOBER 31, 2006. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM ANDREW HUNTER TO GRANT AN EXCEPTION TO THE WILLOWS OF TRAILWOOD SUBDIVISION FOR ZERO LOT LINES

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO TAKE UNDER ADVISEMENT. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A LETTER OF RESIGNATION OF SGT DARIN MCCREARY FROM THE POLICE DEPARTMENT EFFECTIVE OCTOBER 26, 2005.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE LETTER OF RESIGNATION FROM SGT DARIN MCCREARY, OF THE POLICE DEPARTMENT, EFFECTIVE OCTOBER 26, 2005. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE LETTER OF RESIGNATION FROM BRIAN AUST OF THE POLICE DEPARTMENT EFFECTIVE OCTOBER 11, 2005.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE LETTER OF RESIGNATION FROM BRIAN AUST OF THE POLICE DEPARTMENT EFFECTIVE OCTOBER 11, 2005. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #P268-05 FROM FLYNT & ASSOC, PLLC IN THE AMOUNT OF \$330.63 FOR SURVEY ON DAWSON CUT-OFF

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #P268-05 FROM FLYNT & ASSOC, PLLC IN THE AMOUNT OF \$330.63 FOR SURVEY DONE ON DAWSON CUT-OFF. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM CHIEF LEE SHELBOURN TO RESCIND THE ORDER HIRING TANYA CARTER AS DISPATCHER FOR THE POLICE DEPARTMENT

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE REQUEST FROM POLICE CHIEF LEE SHELBOURN TO RESCIND THE ORDER HIRING TANYA CARTER AS DISPATCHER FOR THE POLICE DEPARTMENT. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE LETTER OF RESIGNATION FROM MARIA CHRISTOPHER, OF THE WATER DEPARTMENT, EFFECTIVE OCTOBER 10, 2005.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE LETTER OF RESIGNATION FROM MARIA CHRISTOPHER, OF THE WATER DEPARTMENT, EFFECTIVE OCTOBER 10, 2005. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE APPAISAL FROM SCOTT PIERCE FOR THE CENTRAL FUELING STATION IN THE AMOUNT OF \$160,000.00, LOCATED AT 148 W CENTRAL AVENUE.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE APPRAISAL FROM SCOTT PIERCE FOR THE CENTRAL FUELING STATION LOCATED AT 148 W CENTRAL AVENUE IN THE AMOUNT OF \$160,000.00. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR ZONING HEARING TO BE SET FOR MARY AND CHARLES GRIGGS AT 114 W 5TH AVENUE TO REZONE FROM R-2 TO R-3.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO SET THE ZONING HEARING FOR NOVEMBER 3, 2005 AT 7:00 P.M. FOR CHARLES AND MARY GRIGGS PROPERTY LOCATED AT 114 W 5TH AVENUE TO REZONE FROM R-2 TO R-3. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #13959 FROM SHOWS, DEARMAN, AND WAITS, INC IN THE AMOUNT OF \$1,000.00 FOR CONSTRUCTION SERVICES FOR INSTALLATION OF FLOURIDE INJECTION INTO WATER SYSTEM.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #13959 FROM SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$1,000.00 FOR CONSTRUCTION SERVICES FOR INSTALLATION OF FLOURIDE INJECTION INTO WATER SYSTEM. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #25706 FROM ECO SYSTEMS, INC IN THE AMOUNT OF \$2,900.00 FOR STORMWATER IMPLEMENTATION

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #25706 FROM ECO SYSTEMS, INC IN THE AMOUNT OF \$2,900.00 FOR STORMWATER IMPLEMENTATION. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE 2005 FORREST COUNTY ASSESSED VALUATION FOR THE CITY OF PETAL AND THE PETAL SEPARATE SCHOOL DISTRICT.

SEE EXHIBIT "E"

CITY OF PETAL
PETAL SEPARATE SCHOOL DISTRICT

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE 2005 FORREST COUNTY ASSESSED VALUATION FOR THE CITY OF PETAL AND THE PETAL SEPARATE SCHOOL DISTRICT. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROOFS OF PUBLICATION:

- A. WATER & SEWER BOND
- B. ORDINANCE 2005(2)
- C. ORDINANCE 2005(3)

THEREUPON, ALDERMAN MOORE MADE A MOTION THAT THE FORGOING BE ACCEPTED AND FILED. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON

ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MUNICIPAL COMPLIANCE QUESTIONNAIRE THAT THE CITY IS REQUIRED TO COMPLETE AT THE END OF EACH FISCAL YEAR.

SEE EXHIBIT "F"

MUNICIPAL COMPLIANCE QUESTIONNAIRE

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ACCEPT THE MUNICIPAL COMPLIANCE QUESTIONNAIRE AND TO MAKE IT A PART OF THE CITY'S MINUTES. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM THE CITY CLERK TO CLOSE THE ROAD AND BRIDGE ACCOUNT AND TRANSFER THE BALANCE OF \$416,143.31 TO THE GENERAL FUND.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO CLOSE THE ROAD AND BRIDGE ACCOUNT AND TRANSFER THE BALANCE OF \$416,143.31 TO THE GENERAL FUND. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM CITY CLERK TO CLOSE THE DOWNTOWN ENHANCEMENT ACCOUNT AND TRANSFER THE BALANCE OF \$11,776.09 TO THE GENERAL FUND.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO CLOSE THE DOWNTOWN ENHANCEMENT ACCOUNT AND TRANSFER THE BALANCE OF \$11,776.09 TO THE GENERAL FUND. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE REVENUE AND EXPENDITURES REPORT FOR THE MONTH OF SEPTEMBER 2005.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE LETTER OF RESIGNATION FROM GARY WATTS OF THE WATER DEPARTMENT EFFECTIVE OCTOBER 18, 2005

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE LETTER OF RESIGNATION FROM GARY WATTS OF THE WATER DEPARTMENT EFFECTIVE OCTOBER 18, 2005. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED AN INVOICE FROM BUSINESS COMMUNICATIONS, INC FOR MICROSOFT SQL SERVER 2000 EDITION IN THE AMOUNT OF \$3,391.00 FOR THE POLICE DEPARTMENT.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE FROM BUSINESS COMMUNICATIONS, INC FOR MICROSOFT SQL SERVER 2000 EDITION IN THE AMOUNT OF \$3,391.00 FOR THE POLICE DEPARTMENT. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE CONTRACT FROM USDA-NATURAL RESOURCES CONSERVATION SERVICE FOR DEBRIS REMOVAL AND DISPOSAL IN THE CREEKS AND STREAMS

SEE EXHIBIT "G"

USDA

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT BETWEEN THE CITY OF PETAL AND THE USDA FOR DEBRIS REMOVAL AND DISPOSAL IN THE CREEKS AND STREAMS. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ATTEND THE MML 2005 SMALL TOWN CONFERENCE ON NOVEMBER 8-10, 2005 IN NATCHEZ, MS

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE MAYOR CARL SCOTT TO ATTEND THE MML 2005 SMALL TOWN CONFERENCE ON NOVEMBER 8-10, 2005 IN NATCHEZ, MS AND TO PAY HIS EXPENSES.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR JAMES MOORE TO ATTEND THE MML 2005 SMALL TOWN CONFERENCE ON NOVEMBER 8-10, 2005 IN NATCHEZ, MS

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE JAMES MOORE TO ATTEND THE MML 2005 SMALL TOWN CONFERENCE ON NOVEMBER 8-10, 2005 IN NATCHEZ, MS AND TO PAY HIS EXPENSES.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR KAY FAIRLEY TO ATTEND THE MML 2005 SMALL TOWN CONFERENCE ON NOVEMBER 8-10, 2005 IN NATCHEZ, MS.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE KAY FAIRLEY TO ATTEND THE MML 2005 SMALL TOWN CONFERENCE ON NOVEMBER 8-10, 2005 IN NATCHEZ, MS AND TO PAY HER EXPENSES.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR JEAN ISHEE TO ATTEND THE WORKER'S COMPENSATION & MUNICIPAL LIABILITY WORKSHOP IN JACKSON, MS ON NOVEMBER 3, 2005.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE JEAN ISHEE TO ATTEND THE WORKER'S COMPENSATION & MUNICIPAL LIABILITY WORKSHOP IN JACKSON, MS ON NOVEMBER 3, 2005. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR MELISSA MARTIN TO ATTEND THE WORKER'S COMPENSATION & MUNICIPAL LIABILITY WORKSHOP IN JACKSON, MS ON NOVEMBER 3, 2005.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE MELISSA MARTIN TO ATTEND THE WORKER'S COMPENSATION & MUNICIPAL LIABILITY WORKSHOP IN JACKSON, MS ON NOVEMBER 3, 2005. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR POLICE CHIEF LEE SHELBOURN AND ASST CHIEF DON SEALY TO ATTEND THE MS ASSOCIATION OF CHIEFS OF POLICE WINTER CONFERENCE IN TUNICA, MS DECEMBER 5-8, 2005.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE POLICE CHIEF LEE SHELBOURN AND ASST CHIEF DON SEALY TO ATTEND THE MS ASSOCIATION OF CHIEFS OF POLICE WINTER CONFERENCE IN TUNICA, MS DECEMBER 5-8, 2005 AND TO PAY THEIR EXPENSES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR MELISSA MARTIN TO ATTEND THE WAGES, HOURS, AND PAY FOR MISSISSIPPI PUBLIC AGENCIES DECEMBER 1, 2005 IN HATTIESBURG, MS.

THEREUPON, ALDERMAN MOORE MADE A MOTION FOR MELISSA MARTIN TO ATTEND THE WAGES, HOURS, AND PAY FOR MISSISSIPPI PUBLIC AGENCIES DECEMBER 1, 2005 IN HATTIESBURG, MS AND TO PAY HER EXPENSES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR SGT MATTHEW HIATT AND SGT TAMMY MOORE TO ATTEND THE S.T.O.R.M. CONFERENCE IN VICKSBURG, MS ON OCTOBER 24-28, 2005.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE SGT MATTHEW HIATT AND SGT TAMMY MOORE TO ATTEND THE S.T.O.R.M. CONFERENCE IN VICKSBURG, MS ON OCTOBER 24-2, 2005 AND TO PAY THEIR EXPENSES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE

ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR CITY CLERK JEAN ISHEE TO ATTEND THE 2005 CERTIFICATION PROGRAM UPDATE IN JACKSON, MS DECEMBER 7-9, 2005.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE CITY CLERK JEAN ISHEE TO ATTEND THE 2005 CERTIFICATION PROGRAM UPDATE IN JACKSON, MS DECEMBER 7-9, 2005 AND TO PAY HER EXPENSES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING 3RD CLASS PATROLMAN JUSTIN LEWIS

SEE EXHIBIT "H"

ORDER

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING 4TH CLASS PATROLMAN DAREN DENNIS HOBSON

SEE EXHIBIT "I"

ORDER

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING MELISSA HARVEY AS RECRUIT DISPATCHER.

SEE EXHIBIT "J"

ORDER

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING 3RD CLASS PATROLMAN JEFFREY WILLIAMS

SEE EXHIBIT "K"

ORDER

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING CHRISTY KELLY AS PART TIME WATER DEPARTMENT.

SEE EXHIBIT "L"

ORDER

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 FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER INCREASING THE PAY OF BENJAMIN RALPH BURGESS

SEE EXHIBIT "M"

ORDER

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING AMENDMENT TO
ORDINANCE 1982(54)

SEE EXHIBIT "N"

ORDINANCE 1982(54-A2)

AN ORDINANCE AMENDING ORDINANCE 1982(54-A1)
RESTRICTING SALE OR CONSUMPTION OF
ALCOHOLIC BEVERAGES, LIMITING TIMES OF SALE
PROVIDING PENALTIES FOR VIOLATIONS THEREOF,
PROVIDING A METHOD OF MEASUREMENT AND FOR
RELATED PURPOSES

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN JAMES MOORE

THOSE PRESENT AND VOTING "NAY"

ALDERMAN KAY FAIRLEY
ALDERMAN LIESA WEAVER

THEREUPON, THE VOTE HAVING BEEN TWO (2) FOR AND TWO (2) AGAINST THE
APPROVAL FOR THE SALE OR CONSUMPTION OF ALCOHOLIC BEVERAGES, THE MAYOR
CAST A VOTE IN FAVOR OF THE CITY OF PETAL TO CHANGE THE HOURS OF THE SALE OR
CONSUMPTION OF ALCOHOLIC BEVERAGES TO BREAK THE TIE AND THEREFORE, THE
MOTION HAVING RECEIVED THE AFFIRMATIVE VOTE OF A MAJORITY OF THE MEMBERS
PRESENT, THE MAYOR DECLARED THE MOTION CARRIED.

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING AMENDMENT TO
ORDINANCE 1979 42A FOR THE SIGN ORDINANCE

SEE EXHIBIT "O"

ORDINANCE 1979 42A-172

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS MAYOR SCOTT PRESENTED A REQUEST TO AMEND ORDINANCE 1979
42A AND APPOINT FIVE MEMBERS TO THE COMMUNITY APPERANCE COMMISSION.

SEE EXHIBIT "P"

LIST

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AMEND ORDINANCE 1979
42A. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY

ALDERMAN JAMES MOORE
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER PROMOTING
PATROLMAN JEREMY ROBB.

SEE EXHIBIT "Q"

ORDER

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 FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER INCREASING THE
PAY OF POLICE CHIEF LEE SHELBOURN.

SEE EXHIBIT "R"

ORDER

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING RESOLUTION FOR
GENERAL OBLIGATION BOND AND NO PROTEST WAS FILED.

SEE EXHIBIT "S"

RESOLUTION

RESOLUTION FINDING AND DETERMINING THAT THE
RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND
BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI
TO SSUE GENERAL OBLIGATIONS BONDS, SERIES 2005 OF THE
CITY OF PETAL, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL
AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000)
ADOPTED ON THE 6TH DAY OF SEPTEMBER, 2005, WAS DULY
PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT
PROTEST AGAINST THE ISSUANCE OF THE BONDS
DESCRIBED IN SAID RESOLUTION HAS BEEN FILED
BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE
ISSUANCE OF SAID BONDS

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING RESOLUTION TO ISSUE
COMBINED WATER AND SEWER SYSTEMS.

SEE EXHIBITED "T"

RESOLUTION

A RESOLUTION FINDING AND DETERMINING THAT THE
RESOLUTION DECLARING THE INTENTION OF THE
MAYOR AND BOARD OF ALDERMAN OF THE CITY
OF PETAL, MISSISSIPPI, TO ISSUE COMBINED WATER
AND SEWER SYSTEM REVENUE BONDS, SERIES 2005,
IN THE TOTAL AMOUNT OF NOT TO EXCEED FIFTEEN MILLION
DOLLARS (\$15,000,000) FOR THE PURPOSE OF IMPROVING,
REPAIRING, AND EXTENDING THE COMBINED WATER AND
SEWER SYSTEM OF THE CITY OF PETAL, MISSISSIPPI AS
ADOPTED ON SEPTEMBER 6, 2005, WAS DULY PUBLISHED AS
REQUIRED BY LAW; THAT NO PETITION OR OTHER OBJECTION
OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE
BONDS DESCRIBED IN SAID RESOLUTION HAS BEEN FILED;
AND AUTHORIZING THE ISSUANCE OF SAID BONDS.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE HOLIDAY FOR VETERAN'S DAY BEING
NOVEMBER 11, 2005 AS PROCLAIMED BY GOVERNOR HALEY BARBOUR.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING
DAY AS A HOLIDAY FOR THE ELIGIBLE CITY EMPLOYEES. ALDERMAN CLAYTON
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADJOURN. ALDERMAN
CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR
AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON
THIS THE 18TH DAY OF OCTOBER 2005.



CARL SCOTT
MAYOR

(SEAL)

ATTEST:



JEAN ESHEE
CITY CLERK

GILLILAND ELECTRONICS SUPPLY CO.

72 INDUSTRIAL DRIVE P.O. BOX 2052
HATTIESBURG, MS. 39403-2052
PHONE 601-544-8812
FAX 601-584-7700

PETAL CIVIC CENTER
ATTN: DEBRA
FAX: 601-583-3312
10/13/05

QUOTE ALARM SYSTEM

1 VISTA 20P ALARM PANEL

10 MOTION DETECTORS

1 KEY PAD

\$1800.00

THANKS FOR THE OPPORTUNITY TO QUOTE

ACCEPTANCE BY

THIS BID IS GOOD FOR 30 DAYS

JIM L. GILLILAND SR.

CITY OF PETAL MINUTE BOOK 25

EXHIBIT "A"

GILLILAND ELECTRONICS SUPPLY CO.

72 INDUSTRIAL DRIVE P.O. BOX 2052
HATTIESBURG, MS. 39403-2052
PHONE 601-544-8812
FAX 601-584-7700

PETAL CIVIC CENTER
ATTN: DEBRA
FAX: 601-583-3312
10/13/05

QUOTE TO REPLACE STORM DAMAGED FIRE ALARM

1 MS4 FIRE ALARM PANEL

\$1500.00

COMPLETELY INSTALLED HOOKED UP TO EXISTING PULL, STROBES,
AND DUCT DETECTORS

ADDITIONAL CHARGES MAY OCCUR IF EXISTING EQUIPMENT IS
DEFECTIVE

THANKS FOR THE OPPORTUNITY TO QUOTE

ACCEPTANCE BY

THIS BID IS GOOD FOR 30 DAYS

JIM L. GILLILAND SR.

CLEMENT ELECTRIC
30A MAGNOLIA
PETAL, MS 39465

PHONE # 601-545-8806

CITY OF PETAL - CIVIC CENTER
ATTN: SHIRLEY
FAX #601-583-3312

QUOTE:

1-ALARM PANEL

1-KEYPAD

10-MOTION DETECTORS

COMPLETELY INSTALLED,

\$2150.00 + TAX

QUOTE #2: FIRE ALARM

1-MS4 FIRE ALARM PANEL

INSTALL USING EXISTING DEVICES - ADDITIONAL CHARGE
MAY OCCUR IF EXISTING DEVICES ARE DEFECTIVE.

\$1800.00 + TAX

THANKS FOR THE OPPORTUNITY TO QUOTE.

JEFF CLEMENT

BID GOOD FOR 30 DAYS.

BID TABULATION
CITY OF PETAL
REMOVAL, HAUL & DISPOSAL OF
VEGETATIVE DEBRIS CHIPS

DATE: OCTOBER 17, 2005

RJM-McQueen L & A Contracting Schneider Tree T.L. Wallace
12 McQueen Ln 100 Sims Road 231 Tanner Dr. P.O. Box 523
Collins, MS Hattisburg, MS Taylor SC Columbia, MS

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
EXHIBIT "B"	All labor, material, services and equipment necessary for the removal, haul and disposal of vegetative debris chips as indicated in the contract documents for a unit price.	60,000	Cu. Yd.	\$6.00	\$9.50	\$13.50	\$33.00
BID TOTAL:				\$360,000.00	\$570,000.00	\$810,000.00	\$1,980,000.00

This is to certify that I have checked the tabulation of the bids received by the City of Petal, MS on October 17, 2005 and that said tabulation is true and correct to the best of my belief.

Shows, Dearman & Waits, Inc.

Michael T. Waits, P.E., R.L.S.

EXHIBIT "C"

BID TABULATION
CITY OF PETAL

CUTTING OF HAZARDOUS OR HANGING TREE
LIMBS FROM CITY RIGHT OF WAY

DATE: OCTOBER 17, 2005

L & A Contracting SCI, Inc. T.L. Wallace Schneider Tree RJM-McQueen Kames Landscapes
100 Sims Road P.O. Box 3884 P.O. Box 523 231 Tanner Dr 12 McQueen Ln 938 Richburg Rd
Hattiesburg, MS Gulfport, MS Columbia, MS Taylors, SC Collins, MS Hattiesburg, MS

DATE: OCTOBER 17, 2006									
ITEM NO.	ITEM	DIAMETER	UNIT	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	All labor, materials, services and equipment necessary for the cutting of hazardous and hanging tree limbs 2" diameter and greater from City right-of-way as indicated in the contract documents for a unit contract price	2"-greater	per Limb	\$22.00	\$28.75	\$33.00	\$34.00	\$60.00	\$60.00
BID TOTAL				\$22.00	\$28.75	\$33.00	\$34.00	\$60.00	\$60.00

This is to certify that I have checked the tabulation of the bids received by the City of Petal, MS on October 17, 2005 and that said tabulation is true and correct to the best of my belief.

Shows, Dearman & Waits, Inc.

Michael T. Waits, P.E., R.L.S.

BID TABULATION
CITY OF PETAL
CUTTING, COLLECTING AND REMOVAL OF
VEGETATIVE STORM DEBRIS FROM
PRIVATE PROPERTY

DATE: OCTOBER 17, 2005

L & A Contracting
100 Sims Road
Hattiesburg, MS

SCI, Inc.
P.O. Box 3884
Gulfport, MS

Schneider Tree
231 Tanner Dr
Taylors, SC 29887

T.L. Wallace
P.O. Box 523
Columbia, MS

RJM-McQueen
12 McQueen Ln
Collins, MS

ITEM NO.	ITEM	DIAMETER	UNIT	GUESS QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Cut, collect and remove storm damaged trees from private property by diameter. Measurement is two feet above ground level.	0" - 12"	EA	5000	\$125.00	\$625,000.00	\$150.00	\$750,000.00	\$295.00	\$1,475,000.00	\$300.00	\$1,500,000.00
		12" - 24"	EA	2000	\$320.00	\$640,000.00	\$400.00	\$800,000.00	\$375.00	\$750,000.00	\$800.00	\$1,600,000.00
		24" - 36"	EA	1000	\$885.00	\$885,000.00	\$755.00	\$755,000.00	\$850.00	\$850,000.00	\$1,200.00	\$1,200,000.00
		36" - 48"	EA	500	\$950.00	\$475,000.00	\$1,150.00	\$575,000.00	\$3,500.00	\$1,750,000.00	\$1,800.00	\$800,000.00
		> 48"	EA	250	\$2,500.00	\$625,000.00	\$1,375.00	\$343,750.00	\$4,500.00	\$1,125,000.00	\$1,800.00	\$450,000.00
2	Removal of stumps from private property by diameter. Measurement is two feet above ground level.	0" - 12"	EA	5000	\$925.00	\$4,625,000.00	\$100.00	\$500,000.00	\$200.00	\$1,000,000.00	\$150.00	\$750,000.00
		12" - 24"	EA	2000	\$320.00	\$640,000.00	\$150.00	\$300,000.00	\$325.00	\$650,000.00	\$300.00	\$600,000.00
		24" - 36"	EA	1000	\$450.00	\$450,000.00	\$250.00	\$250,000.00	\$750.00	\$750,000.00	\$800.00	\$800,000.00
		36" - 48"	EA	500	\$885.00	\$342,500.00	\$425.00	\$212,500.00	\$850.00	\$475,000.00	\$800.00	\$400,000.00
		> 48"	EA	250	\$1,000.00	\$250,000.00	\$525.00	\$131,250.00	\$1,200.00	\$300,000.00	\$900.00	\$225,000.00
3	Cut, collect and remove hazardous and hanging tree limbs from private property.											
		>= 2"	EA	5000	\$22.00	\$110,000.00	\$28.75	\$143,750.00	\$37.00	\$185,000.00	\$48.00	\$240,000.00
3	Topsoil for replacement of stump material		CU.YD.	3000	25	\$75,000.00	\$20.00	\$60,000.00	\$45.00	\$135,000.00	\$30.00	\$90,000.00
						\$9,542,600.00		\$4,821,250.00		\$7,507,500.00		\$8,655,000.00

This is to certify that I have checked the tabulation of the bids received by the City of Petal, MS on October 17, 2005 and that said tabulation is true and correct to the best of my belief.

Shows, Dearman & Waits, Inc.

CITY OF PETAL
MINUTE BOOK 25

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EXHIBIT "E"

AUG- 2-05 TUE 3:32 PM FORREST CO. TAX ASSESSOR FAX NO. 801 545 6180

P. 3

2005 ASSESSED VALUATION PETAL SEPARATE SCHOOL DISTRICT

TYPE PROPERTY	ASSESSED VALUE		HOMESTEAD	
REAL 6307742	62,677,873		APPLICANTS	4,518
PERSONAL 27844 PS	25,820,179		REGULAR	OVER 65
AUTOMOBILE	21,848,306		741,289	8,289,948
MOBILE HOME	1,229,716			
GRAY ROLL	264,172		NEW GROWTH	
PUBLIC UTILITY 92 95738	8,746,761	2004	REAL	1,492,374
			PERSONAL	3,128,494
TOTAL	120,388,798			
IN LIEU OF TAXES				
EL PASO:				
REAL	1,189,243 **			
PERSONAL	6,672,019 **			
PUBLIC UTILITY	1,649,980 *2004			
** THESE ARE 100% ASSESSED VALUES				
THEY ONLY PAY 1/3 OF TAXES DUE ON				
THIS VALUE.				

AUG- 2-05 TUE 3:31 PM FORREST CO. TAX ASSESSOR FAX NO. 801 545 6180

2005 ASSESSED VALUATION CITY OF PETAL

TYPE PROPERTY	ASSESSED VALUE		HOMESTEAD	
REAL 3835106060	37,956,916		APPLICANTS	4,518
PERSONAL 11840282	9,616,276		REGULAR	OVER 65
AUTOMOBILE	10,736,567		741,289	8,289,948
MOBILE HOME	187,343			
GRAY ROLL	264,172		NEW GROWTH	
PUBLIC UTILITY 4679128	4,129,141	2004	REAL	1,492,374
			PERSONAL	3,128,494
TOTAL	62,890,407			
IN LIEU OF TAXES				
EL PASO:				
REAL	1,189,243 **			
PERSONAL	6,672,019 **			
PUBLIC UTILITY	1,649,980 *2004			
** THESE ARE 100% ASSESSED VALUES				
THEY ONLY PAY 1/3 OF TAXES DUE ON				
THIS VALUE.				

Municipal Compliance Questionnaire

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

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

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

Information

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

1. Name and address of municipality: City of Petal
PO Box 564 Petal MS 39465
2. List the date and population of the latest official U.S. Census or most recent official census: 9/16/2002
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney):
4. Period of time covered by this questionnaire:
From: October 2004 To: September 2005
5. Expiration date of current elected officials' term: July 2009

IV-B6

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 20__

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

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) YES
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) YES
3. Are municipal records open to the public? (Section 25-61-5) YES
4. Are meetings of the board open to the public? (Section 25-41-5) YES
5. Are notices of special or recess meetings posted? (Section 25-41-13) YES
6. Are all required personnel covered by appropriate surety bonds?
- Board or council members (Sec. 21-17-5) YES
- Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) YES
- Municipal clerk (Section 21-15-38) YES
- Deputy clerk (Section 21-15-23) YES
- Chief of police (Section 21-21-1) YES
- Deputy police (Section 45-5-9) (if hired under this law) YES
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) YES
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) YES
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) YES
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) YES

IV-B6

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

EXHIBIT "F"

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

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

Information

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

1. Name and address of municipality: CITY OF PETAL
PO BOX 564 PETAL MS 39465
2. List the date and population of the latest official U.S. Census or most recent official census: 9/16/2002
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney):
4. Period of time covered by this questionnaire:
From: OCTOBER 2004 To: SEPTEMBER 2005
5. Expiration date of current elected officials' term: JULY 2009

IV-B6

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) YES
 12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19) YES
- PART II - Cash and Related Records**
1. Where required, is a claims docket maintained? (Section 21-39-7) YES
 2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) YES
 3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) YES
 4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) YES
 5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) YES
 6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) YES
 7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) YES
 8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) YES
 9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) YES
 10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) YES

IV-B7

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)

YES

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)

YES

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)

YES

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)

YES

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)

YES

• donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) - Sections 21-19-45 through 21-19-59, etc.]

YES

• Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide)

YES

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?

YES

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41)

YES

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)]

YES

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)]

YES

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)]

YES

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23)

YES

IV-88

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39)

YES

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.)

YES

11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)

YES

12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)

YES

IV-B10

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303)

YES

2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87)

YES

3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65)

YES

4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317)

YES

5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5)

YES

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167)

YES

2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53)

YES

3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63)

YES

4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53)

YES

5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321)

YES

6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5)

YES

7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1)

YES

8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37)

YES

IV-89


CITY OF PETAL (MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 20 05

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


(City Clerk's Signature)


(Mayor's Signature)

OCTOBER 18, 2005
(Date)

OCTOBER 18, 2005
(Date)

Minute Book References:

Book Number 25

Page 105

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

IV-B11



CITY OF PETAL

POST OFFICE BOX 564
PETAL, MISSISSIPPI 39465
(801) 545-1778
FAX NO. (801) 545-6685

CARL SCOTT
MAYOR
DAVID CLAYTON
KAY FARLEY
JAMES MOORE
STEVE STYNGER
LISA WEAVER
ALDERMAN
JEAN WHEE
CITY CLERK
THOMAS W. TYNER
CITY ATTORNEY

CITY OF PETAL MINUTE BOOK

EXHIBIT "G"



CITY OF PETAL

POST OFFICE BOX 564
PETAL, MISSISSIPPI 39465
(801) 545-1778
FAX NO. (801) 545-6685

CARL SCOTT
MAYOR
DAVID CLAYTON
KAY FARLEY
JAMES MOORE
STEVE STYNGER
LISA WEAVER
ALDERMAN
JEAN WHEE
CITY CLERK
THOMAS W. TYNER
CITY ATTORNEY

Michelle Bales
Contract Specialist
USDA-Natural Resources Conservation Service
113 Fairfield Suite 110
Hattiesburg, MS 39402

Michelle Bales
Contract Specialist
USDA-Natural Resources Conservation Service
113 Fairfield Suite 110
Hattiesburg, MS 39402

Subject: Moving Utilities
Watershed name: Bid Bid 2
Project name: Petal
County, State: Forrest, Mississippi

Subject: Moving Utilities
Watershed name: Bid Bid 1 Bid 2
Project name: Petal
County, State: Forrest, Mississippi

To: Michelle Bales

To: Michelle Bales

This is to assure you that we, as sponsoring agency, will have any affected utilities removed, altered or relocated so as not to interfere with the contractor.

This is to assure you that we, as sponsoring agency, will have any affected utilities removed, altered or relocated so as not to interfere with the contractor.

If we fail to carry out this commitment, we will pay any delay costs assessed by your contractor for our failure to carry out this responsibility.

If we fail to carry out this commitment, we will pay any delay costs assessed by your contractor for our failure to carry out this responsibility.

Sincerely,

Sincerely,

Carl Scott
(Signature)

Carl Scott
(Signature)

Mayor
(Title)

Mayor
(Title)

APPLICATION FOR EMERGENCY WORK

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-78
5-88

TO: Homer Wilcox, State Conservationist
USDA, Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS. 39269

THRU: The District Conservationist and Area Conservationist

The undersigned local organization makes application for federal assistance under applicable authorities of the Flood Control Act, and as amended by Section 216 of the Flood Control Act of 1950, Public Law 81-516(33 USC 701b-1.)

The following information is submitted in support of the application:

1. LOCATION: County: Forrest

Watershed: _____

2. SITE NAME: Petal

3. NATURE AND SCOPE OF THE PROBLEMS AND ASSISTANCE NEEDED: (See Section 12.22(b) of the National Watershed Manual)

Problem:
Assistance Needed:

4. EXTENT OF LOCAL PARTICIPATION: (Furnishing leadlights and carrying out assistance in addition to their 25% cost-share participation.)

5. ENVIRONMENTAL CONSIDERATIONS: Please refer to the Environmental Evaluation Worksheet for Environmental considerations.

6. RECOMMENDED PRIORITY OF WORK: This applies primarily to organized watersheds that are applying for several different types of repair work. It may apply to some group work outside organized watersheds.)

7. Witness the signature of the undersigned sponsoring local organization on the dates shown.

City of Petal
(Name of Sponsor)
By: Carl Scott
Title: Mayor
Address: 113 Fairfield Suite 110
Hattiesburg, MS 39402
Attest: Jean Wheeler
(Signature of Secretary)
Address: _____

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project: City of Petal Debris Removal - 280350550

Identity of improvement or development: Debris Removal

Location: Petal, Forrest County, Mississippi

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

2. Provide 75 percent of the cost of the emergency protection measures described in Section A if real property rights for installation of emergency watershed protection measures are not obtained within 60 days of sponsor's receipt of project agreement.
3. Contract for the emergency watershed protection measures described in Section A in accordance with Federal contracting procedures.
4. Provide authorized technical services, including but not limited to obtaining basic information; preparation of drawings, designs, and specifications; and performance of layout, inspection services, and quality control during construction.
5. Arrange for and conduct final inspection of the completed emergency protection measures with the Sponsor to determine whether all work has been performed in accordance with the contractual requirements. Accept work from contractor and notify the Sponsor of acceptance.

CITY OF PETAL MINUTE BOOK 25

EXHIBIT "G"

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to the agreement. It may be modified by a written amendment as mutually agreed by both parties.
The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
3. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. By signing this agreement the sponsor assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
6. Employees of the City of Petal shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

- 3 -

7. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the City of Petal. They also shall not assist the City of Petal or any person associated with the City of Petal with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the City of Petal or any person associated with the City of Petal concerning future employment and shall refrain from participation in efforts regarding the City of Petal until approved by NRCS.
8. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

This agreement is approved and duly executed hereto:

Sponsor:

By: Cathy First

Title: Mayor

Date: 10-19-05

This action authorized at an official meeting of
Regular Board on the 18 day of
October, 2005 at _____

City of Petal, State
of Mississippi.

Joan Lohr
(Signature)

City Clerk
(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

- 4 -

STATE MISSISSIPPI
EWP PETAL KATRINA
AGREEMENT NO. _____

UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT

THIS AGREEMENT, made this 18th day of September, 2005, by and between
THE CITY OF PETAL hereinafter called the Sponsor, and the Natural Resources
Conservation Service, United States Department of Agriculture, hereinafter called
NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency
Watershed Protection Program, and Title IV of the Act of 1978, Public Law 95-334,
NRCS is authorized to assist the Sponsor in relieving hazards created by natural
disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection
measures to relieve hazards created by HURRICANE KATRINA.

NOW THEREFORE, in consideration of the premises and of the several promises to be
faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby
agree as follows:

- A. It is agreed that the following described work is to be performed at an
estimated cost of \$ 239,350.00. The purpose of this project is to assist the
sponsor in Debris Removal and Disposal in Forrest County, Mississippi.

DSR No.: 280350551

B. The Sponsor will:

1. Provide certification that real property rights have been obtained for
installation of emergency watershed protection measures prior to advertising.
Certification will be provided on Form NRCS-ADS-78, Assurances Relating to
Real Property Acquisition, as amended (no attorney's opinion is required on
EWP work).

- 1 -

2. Provide 0 percent of the cost of the emergency protection measures if real
property rights for installation of emergency watershed protection measures
are obtained within 60 days of receiving project agreement.
3. Provide 25 percent of the cost of the emergency protection measures if real
property rights for installation of emergency watershed protection measures
are not obtained within 60 days of receiving project agreement.
4. The following individual is designated as the liaison between the sponsor and
NRCS:

Name: _____

Address: _____

Telephone No.: _____

5. Accept all financial and other responsibility for excess costs resulting from
their failure to obtain, or their delay in obtaining adequate land and water
rights, permits, and licenses needed for the emergency watershed protection
measures described in Section A.
6. Review and approve plans for constructing the emergency watershed
protection measures described in Section A.
7. Comply with the applicable requirements in Attachment A to this agreement.
8. Will comply with the provisions of the Debt Collection Act of 1996, as
amended, 31 U.S.C., which requires federal agencies to convert from check
payments to Electronic Fund Transfers (EFT). Sponsors will submit the name
of your designated financial institution, financial institution routing information,
account number, the type of account in which deposits will be made, i.e.
checking or savings, and your tax identification number or social security
number. This information must be attached to this project agreement unless
previously provided.
9. Upon completion of the emergency protection measures and the elimination
of the threat, the sponsors will take action, if needed, to bring the measures
up to reasonable standards by other means and/or authority. Unless the
measures are brought up to reasonable standard, the sponsors will not be
eligible for future funding under the emergency watershed protection
program. Upon acceptance of the work from the contractor, assume
responsibility for operation and maintenance.

C. NRCS will:

1. Provide 100 percent of the cost of the emergency protection measures
described in Section A if real property rights for installation of emergency
watershed protection measures are obtained within 60 days of sponsor's
receipt of project agreement. This cost to NRCS is estimated to be
\$239,350.00.

- 2 -

City of Petal
(Name of Sponsor)
By: [Signature]
Title: [Signature]
Date: 10-18-05

This action is authorized at an official meeting
of the Regular Meeting
on 18 day of October, 2005
State of Mississippi
Attest [Signature]
(Name)
City Clerk
(Title)

CITY OF PETAL
MINUTE BOOK
Natural Resources Conservation Service
113 Fairfield Drive, Suite 110
Petal, MS 39462
(601) 225-1973 (phone)
(601) 225-1253 (fax)

124

EXHIBIT "G" SUBJECT: EWP-City of Petal
Hurricane Katrina Debris Removal Sites

DATE: September 26, 2005

TO: The Honorable Carl Scott
City Of Petal
P.O. Box 564
Petal, MS 39465

Enclosed are the following documents for each of the two EWP projects:

- Two original project agreements
- Attachment A
- Attachment B
- ADS 78
- SAMPLE utility letter

Please execute the enclosed documents and return to the Project Engineer's Office for further processing.

****IMPORTANT:** Along with the executed documents, please submit an official letter stating that real property rights have been secured for the installation of project measures. This document may be executed by you (the sponsor) or an attorney. Also, please be advised of the validity of executing these documents within 60 days in order to secure 100% funding.

Should you have questions, or need additional information, please don't hesitate to contact me.

[Signature]
Norman Patterson
Project Engineer

Enclosures

cc: Wesley Karr, Area Conservationist, NRCS, Hattiesburg, MS
Paul Caves, District Conservationist, NRCS, Hattiesburg, MS

The Natural Resources Conservation Service provides leadership in a partnership effort to help people conserve, enhance, and improve our natural resources and environment.
An Equal Opportunity Provider and Employer

STATE MISSISSIPPI
EWP PETAL KATRINA
AGREEMENT NO. _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT

THIS AGREEMENT, made this 26th day of September, 2005, by and between **THE CITY OF PETAL** hereinafter called the Sponsor, and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by HURRICANE KATRINA.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at an estimated cost of \$ 248,000.00. The purpose of this project is to assist the sponsor in Debris Removal and Disposal in Forrest County, Mississippi.
- DSR No.: 280350550
- B. The Sponsor will:
1. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended (no attorney's opinion is required on EWP work).

2. Provide 0 percent of the cost of the emergency protection measures if real property rights for installation of emergency watershed protection measures are obtained within 60 days of receiving project agreement.
3. Provide 25 percent of the cost of the emergency protection measures if real property rights for installation of emergency watershed protection measures are not obtained within 60 days of receiving project agreement.
4. The following individual is designated as the liaison between the sponsor and NRCS:
Name: _____
Address: _____
Telephone No.: _____
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
6. Review and approve plans for constructing the emergency watershed protection measures described in Section A.
7. Comply with the applicable requirements in Attachment A to this agreement.
8. Will comply with the provisions of the Debt Collection Act of 1996, as amended, 31 U.S.C., which requires federal agencies to convert from check payments to Electronic Fund Transfers (EFT). Sponsors will submit the name of your designated financial institution, financial institution routing information, account number, the type of account in which deposits will be made, i.e. checking or savings, and your tax identification number or social security number. This information must be attached to this project agreement unless previously provided.
9. Upon completion of the emergency protection measures and the elimination of the threat, the sponsors will take action, if needed, to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standard, the sponsors will not be eligible for future funding under the emergency watershed protection program. Upon acceptance of the work from the contractor, assume responsibility for operation and maintenance.

C. NRCS will:

1. Provide 100 percent of the cost of the emergency protection measures described in Section A if real property rights for installation of emergency watershed protection measures are obtained within 60 days of sponsor's receipt of project agreement. This cost to NRCS is estimated to be \$248,000.00.

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

(1) Abide by the terms of the statement; and

(2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other convicts on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 301.8) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, and officer or employer of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-4(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The recipient agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

(2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions. (7 CFR 301.7)

(1) The recipient certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification. (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-4(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The recipient signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____, listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility

contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 301.5, 301.6, 301.7, 301.8, 301.9, and 305.2 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

CITY OF PETAL
MINUTE BOOK 25

EXHIBIT "G"

2. Provide 75 percent of the cost of the emergency protection measures described in Section A if real property rights for installation of emergency watershed protection measures are not obtained within 60 days of sponsor's receipt of project agreement.
 3. Contract for the emergency watershed protection measures described in Section A in accordance with Federal contracting procedures.
 4. Provide authorized technical services, including but not limited to obtaining basic information; preparation of drawings, designs, and specifications; and performance of layout, inspection services, and quality control during construction.
 5. Arrange for and conduct final inspection of the completed emergency protection measures with the Sponsor to determine whether all work has been performed in accordance with the contractual requirements. Accept work from contractor and notify the Sponsor of acceptance.
- D. It is mutually agreed that:
1. This agreement is effective the date it is fully executed by all parties to the agreement. It may be modified by a written amendment as mutually agreed by both parties.
 2. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
 3. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
 4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
 5. By signing this agreement the sponsor assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
 6. Employees of the City of Petal shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

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7. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the City of Petal. They also shall not assist the City of Petal or any person associated with the City of Petal with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the City of Petal or any person associated with the City of Petal concerning future employment and shall refrain from participation in efforts regarding the City of Petal until approved by NRCS.
8. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

This agreement is approved and duly executed hereto:

Sponsor:

By:

Title:

Date:

This action authorized at an official meeting of
2006, March 2, on the 17 day of
March, 2005 at

City of Petal, St.
of Mississippi

Jean Baker
(Signature)
City Clerk
(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By:

Title:

Date:

- 4 -

ATTACHMENT A - SPECIAL PROVISIONS

- I. DRUG-FREE WORKPLACE CERTIFICATION
- II. CERTIFICATION REGARDING LOBBYING
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
- IV. CLEAN AIR AND WATER CERTIFICATION
- V. ASSURANCES AND COMPLIANCE
- VI. EXAMINATION OF RECORDS

ATTACHMENT A - SPECIAL PROVISIONS

The signatories (grantee, recipient sponsor, or cooperator) agree to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace.

By signing this agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. §112) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

CITY OF PETAL
MINUTE BOOK 25

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, baggage lots, dog fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE - The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Title Date

EXHIBIT "G"

I.

As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract and Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in

an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

- 4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7. a. through 7. p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral

from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in a file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other, training by any recruitment sources, the Contractor shall send written

CONSTRUCTION**I - EQUAL OPPORTUNITY**

- I. EQUAL OPPORTUNITY (SCS-AS-83)
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

EXHIBIT "G"

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September

24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III - NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local

Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V - NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

CITY OF PETAL
MINUTE BOOK 25

EXHIBIT "G"

PROJECT AGREEMENT

THIS AGREEMENT, made this 16th day of SEPT, 2005, by and between THE CITY OF PETAL, hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

EAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by HURRICANE KATRINA.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following described work is to be performed at an estimated cost of \$ 248,000.00. The purpose of this project is to assist the sponsor in Debris Removal and Disposal in Forrest County, Mississippi.
- D&R No.: 280350550
- B. The Sponsor will:
1. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended (no attorney's opinion is required on EWP work).

2. Provide 0 percent of the cost of the emergency protection measures if real property rights for installation of emergency watershed protection measures are obtained within 60 days of receiving project agreement.
3. Provide 25 percent of the cost of the emergency protection measures if real property rights for installation of emergency watershed protection measures are not obtained within 60 days of receiving project agreement.
4. The following individual is designated as the liaison between the sponsor and NRCS:
Name: _____
Address: _____
Telephone No.: _____
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
6. Review and approve plans for constructing the emergency watershed protection measures described in Section A.
7. Comply with the applicable requirements in Attachment A to this agreement.
8. Will comply with the provisions of the Debt Collection Act of 1996, as amended, 31 U.S.C., which requires federal agencies to convert from check payments to Electronic Fund Transfers (EFT). Sponsors will submit the name of your designated financial institution, financial institution routing information, account number, the type of account in which deposits will be made, i.e. checking or savings, and your tax identification number or social security number. This information must be attached to this project agreement unless previously provided.
9. Upon completion of the emergency protection measures and the elimination of the threat, the sponsors will take action, if needed, to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standard, the sponsors will not be eligible for future funding under the emergency watershed protection program. Upon acceptance of the work from the contractor, assume responsibility for operation and maintenance.

C. NRCS will:

1. Provide 100 percent of the cost of the emergency protection measures described in Section A if real property rights for installation of emergency watershed protection measures are obtained within 60 days of sponsor's receipt of project agreement. This cost to NRCS is estimated to be \$248,000.00.

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2. Provide 75 percent of the cost of the emergency protection measures described in Section A if real property rights for installation of emergency watershed protection measures are not obtained within 60 days of sponsor's receipt of project agreement.
3. Contract for the emergency watershed protection measures described in Section A in accordance with Federal contracting procedures.
4. Provide authorized technical services, including but not limited to obtaining basic information; preparation of drawings, designs, and specifications; and performance of layout, inspection services, and quality control during construction.
5. Arrange for and conduct final inspection of the completed emergency protection measures with the Sponsor to determine whether all work has been performed in accordance with the contractual requirements. Accept work from contractor and notify the Sponsor of acceptance.

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to the agreement. It may be modified by a written amendment as mutually agreed by both parties.
2. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
3. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. By signing this agreement the sponsor assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
6. Employees of the City of Petal shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.

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7. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the City of Petal. They also shall not assist the City of Petal or any person associated with the City of Petal with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the City of Petal or any person associated with the City of Petal concerning future employment and shall refrain from participation in efforts regarding the City of Petal until approved by NRCS.
8. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

This agreement is approved and duly executed hereto:

Sponsor: _____

By: [Signature]

Title: Mayor

Date: 10-18-05

This action authorized at an official meeting of Regular Meeting on the 18 day of October, 2005 at City of Petal, State of Mississippi.
[Signature]
(Signature)
City Clerk
(Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

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notification, to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.

CITY OF PETAL MINUTE BOOK 25

EXHIBIT "G"

take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7.a. through 7.p). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to

10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clauses, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor shall designate a responsible official to monitor all employment related activity to assure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-78
5-88

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

A. PURPOSE - This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required in connection with the installation project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

B. PROJECT MEASURES COVERED -

Name of project City of Petal Debris Removal - 280350551

Identity of improvement or development: Debris Removal

Location Petal, Forrest County, Mississippi

C. REAL PROPERTY ACQUISITION ASSURANCE -

This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or firm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assure they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

Page 2 of 2 - ADS-78 Assurances Relating to Real Property Acquisition

City of Petal
(Name of Sponsor)

By: Paul J. Gist

Title: Mayor

Date: 10-18-05

This action is authorized at an official meeting

of the Regular Meeting

on 8 day of October, 2005

State of Mississippi

Attest

Jean Blue

(Name)

City Clerk

(Title)

which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

Clean Air and Water Clause

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The recipient agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.

That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

(4) To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).

(3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or

CITY OF PETALUMA MINUTE BOOK 25

EXHIBIT "G"

contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations required by section 307 of the Water Act (3 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B

- I. EQUAL OPPORTUNITY (SCS-AS-83)
- II. EQUAL OPPORTUNITY (FEDERAL ASSISTED CONSTRUCTION) (SCS-AS-83)
- III. NOTICE TO CONTRACTING LOCAL ORGANIZATION OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS
- V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES
- VI. CERTIFICATION OF NONSEGREGATED FACILITIES (SCS-AS-818)
- VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September

- I. DRUG-FREE WORKPLACE CERTIFICATION
- II. CERTIFICATION REGARDING LOBBYING
- III. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS
- IV. CLEAN AIR AND WATER CERTIFICATION
- V. ASSURANCES AND COMPLIANCE
- VI. EXAMINATION OF RECORDS

CITY OF PETAL

MINUTE BOOK

EXHIBIT "G"

The signatories (grantee, recipient sponsor, or cooperator) agree to comply with the following provisions which are hereby attached to this agreement.

I. Drug-Free Workplace.

By signing this agreement, the recipient is providing the certification set out below. If it is later determined that the recipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. §12) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (I) All direct charge employees; (II) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (III) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- (1) The danger of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph 9a) that, as a condition of employment under the grant, the employee will --

- (1) Abide by the terms of the statement; and
- (2) Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;

(e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The recipient may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 301.8) (Applicable if this agreement exceeds \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the recipient, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, or officer or employee of Congress, or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions (7 CFR 301.7)

(1) The recipient certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal has one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the primary recipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification. (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857o-6(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(e)) and is listed by EPA, or is not otherwise exempt.)

The recipient signatory to this agreement certifies as follows:

(a) Any facility to be utilized in the performance of this proposed agreement is _____, is not _____ listed on the Environmental Protection Agency List of Violating Facilities.

(b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility

an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

CITY OF PETAL MINUTE BOOK 25

EXHIBIT "G"

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7. a. through 7. p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the *Federal Register* in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractors obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractors compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractors employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractors obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
 - Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral

notification, to organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.

- Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractors workforce.
 - Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7.a. through 7.p). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractors minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to

from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If an individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

- Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- Review, at least annually, the company's EEO policy and action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written

take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

- The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
- Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III - NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

(a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local

CITY OF PETALUMA
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Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

EXHIBIT "G"

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

V - NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

SCS-AS-418
Rev. 4-70
File Code AS-14

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this section is a violation of the Equal Opportunity Clause in this contract. As used in this caption, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, dog fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national of because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE:- The penalty for making false statements in oaths is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Title Date

VII - STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

- 1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract and Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cub Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clauses, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in

EXHIBIT "H"

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY
DEEM IT NECESSARY TO HIRE A FULLTIME POLICE OFFICER UPON THE
RECOMMENDATION OF CHIEF LEE SHELBOURN
IT IS HEREBY ORDERED THAT JUSTIN LEWIS BE HIRED AS
3RD CLASS OFFICER AT A RATE OF \$11.95 PER HOUR
EFFECTIVE NOVEMBER 9, 2005
SO ORDERED ON THIS THE 18TH DAY OF OCTOBER 2005.

EXHIBIT "I"

ORDER

**WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY
DEEM IT NECESSARY TO HIRE A FULLTIME POLICE OFFICER UPON THE
RECOMMENDATION OF CHIEF LEE SHELBOURN
IT IS HEREBY ORDERED THAT DENNIS HOBSON BE HIRED AS
4TH CLASS OFFICER AT A RATE OF \$11.49 PER HOUR
EFFECTIVE OCTOBER 26, 2005
SO ORDERED ON THIS THE 18TH DAY OF OCTOBER 2005.**

EXHIBIT "J"

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY
DEEM IT NECESSARY TO HIRE A FULLTIME DISPATCHER
UPON THE RECOMMENDATION OF CHIEF LEE SHELBOURN
IT IS HEREBY ORDERED THAT MELISSA HARVEY BE HIRED AS
RECRUIT DISPATCHER AT A RATE OF \$9.54 PER HOUR
EFFECTIVE OCTOBER 26, 2005
SO ORDERED ON THIS THE 18TH DAY OF OCTOBER 2005.

EXHIBIT "K"

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY
DEEM IT NECESSARY TO HIRE A FULLTIME PATROLMAN
UPON THE RECOMMENDATION OF CHIEF LEE SHELBOURN
IT IS HEREBY ORDERED THAT JEFFREY WILLIAMS BE HIRED AS
3RD CLASS PATROLMAN AT A RATE OF \$12.41 PER HOUR
EFFECTIVE OCTOBER 26, 2005
SO ORDERED ON THIS THE 18TH DAY OF OCTOBER 2005.

EXHIBIT "L"

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY
DEEM IT NECESSARY TO HIRE A PART TIME WATER DEPT CLERK
UPON THE RECOMMENDATION OF JEAN ISHEE
IT IS HEREBY ORDERED THAT CHRISTY KELLY BE HIRED AS
PART TIME WATER DEPT CLERK A RATE OF \$8.00 PER HOUR
EFFECTIVE OCTOBER 19, 2005, SO ORDERED ON THIS
THE 18TH DAY OF OCTOBER 2005.

EXHIBIT "M"

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY
DEEM IT NECESSARY TO RAISE THE SALARY OF BENJAMIN
RALPH BURGESS UPON THE RECOMMENDATION OF LARRY BYRD
IT IS HEREBY ORDERED THAT BENJAMIN BURGESS BE PROMOTED TO
A RATE OF \$8.25 PER HOUR EFFECTIVE OCTOBER 26, 2005
SO ORDERED ON THIS THE 18TH DAY OF OCTOBER 2005.

EXHIBIT "N"

ORDINANCE 1982(54-A2)

AN ORDINANCE AMENDING ORDINANCE 1982 (54-A1)
RESTRICTING SALE OR CONSUMPTION OF
ALCOHOLIC BEVERAGES, LIMITING TIMES FOR SALE,
PROVIDING PENALTIES FOR VIOLATIONS THEREOF,
PROVIDING A METHOD OF MEASUREMENT AND FOR
RELATED PURPOSES

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

SECTION I: SECTION 4 OF ORDINANCE 1982 (54) AMENDED:

SECTION 4 of Ordinance 1982 (54) presently reads as follows:

The sale of all alcoholic beverages, beer and light wines, is hereby prohibited from 12:00 P.M. until 7:00A.M., on all days of the week except Sunday; on Sunday, no sale of alcoholic beverages, beer or light wines, is permitted whatsoever. In the event that the laws of the State of Mississippi establish more restrictive limitations on the sale of alcoholic beverages, beer and light wines, if any, then State law shall supersede this provision of this Ordinance.

SECTION 4 of Ordinance 1982 (54) is amended to read as follows:

The sale of all alcoholic beverages, beer and light wines, is hereby prohibited from 2:00 A.M. until 7:00 A.M., on all days of the week except Sunday; on Sunday sale of alcoholic beverages, beer or light wines, is hereby prohibited from 2:00 A.M. until 12:00 A.M.. In the event that the laws of the State of Mississippi establish more restrictive limitations on the sale of alcoholic beverages, beer and light wines, if any, then State law shall supersede this provision of this Ordinance.

SECTION II. Ordinance 1982 (54), except as amended be in full force and effect:

Ordinance 1982 (54), Ordinance 1982 (54-A) and Ordinance 1982(54-A1) as adopted by the Mayor and Board of Alderman of the City of Petal except as amended be in full force and effect.

The above and foregoing Ordinance shall take effect and be in force from and
November 18, 2005.

The above and 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 of the foregoing Ordinance:

Alderman David Clayton
Alderman James Moore

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

Alderman Kay Fairley
Alderman Lissa Weaver

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

Alderman David Clayton
Alderman James Moore

Those present and voting "NAY" or against the adoption of the foregoing Ordinance as a whole:

Alderman Kay Fairley
Alderman Lissa Weaver

THEREUPON, the vote having been two (2) for and two (2) against the approval for the sale or consumption of alcoholic beverages. The Mayor cast a vote in favor of the City of Petal to change the hours of the sale or consumption of alcoholic beverages to break the tie and therefore, the motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried.

WHEREUPON, the foregoing Ordinance be and the same is hereby passed, adopted and approved on this, the 18th day of October, A.D., 2005.


Carl Scott
Mayor

(Seal)

Attest:


Jean Lissie
City Clerk

AN ORDINANCE ESTABLISHING REGULATIONS FOR THE ERECTION OF SIGNS, CODIFYING THE SAME, SETTING FORTH APPROPRIATE DEFINITIONS, PROVIDING FEES FOR SIGN PERMITS, PROVIDING REGULATIONS FOR INSPECTION OF SIGNS, PROVIDING FOR LICENSING FOR SIGN CONTRACTORS, FOR REGULATION OF ALL SIGNS WITHIN THE CITY OF PETAL, MISSISSIPPI, PROVISIONS FOR VIOLATION OF ANY TERM OR CONDITION SET FORTH IN SAID ORDINANCE, PROVIDING FOR PENALTIES FOR VIOLATION OF THE TERMS AND PROVISIONS THEREOF, AND ESTABLISHING AN EFFECTIVE DATE

Section 10 -1. Title

This Ordinance shall be known as the "Sign Regulation Ordinance of the City of Petal, Mississippi" and for ease of reference, may also be referred to as the "Sign Code."

Section 10 - 2. Statement of Purpose and Need For Regulation

The Mayor and Board of Aldermen of the City of Petal, Mississippi, after due and careful study and deliberation, and in full consideration of comments received from interested members of the general public, hereby find and declare:

1. That the people of the City have a primary interest in controlling the erection, location and maintenance of signs in a manner designed to protect the public health, safety and morals and to promote the public welfare.
2. That the rapid economic development of the City has resulted in a great increase in the number of businesses located in the City, with a marked increase in the number and size of signs advertising such business activities, creating conflicts between advertising signs themselves and between traffic regulating devices and advertising signs, which by their primary purpose draw mental attention to them potentially to the detriment of sound driving practices.
3. That it is necessary to the public safety that these official traffic regulating devices be easily visible and free from such nearby visual obstructions as blinking signs, distracting signs, excessive number of signs, or signs in any way resembling official signs.
4. That it is necessary to provide equity and equality in displaying identification signs by establishing regulations on size and location of such signs to afford local businesses equal and fair opportunity to advertise and promote their products and services.
5. That, in addition thereto, the construction, erection and maintenance of large outdoor signs, suspended from or placed on top of buildings, walls or other structures constitute a direct danger to pedestrian traffic below such signs, especially during periods when winds of high velocity are prevalent.
6. That the uncontrolled erection and maintenance of large or distracting signs seriously detracts from the enjoyment and pleasure of the natural scenic beauty characteristic of the Petal area, and the fact that such signs are intended to command visual contact grants them a proportionately greater role than other structures in determining the overall aesthetic and visual quality of the community.
7. That this code is enacted to provide for fair and equal treatment of all sign users and for a reasonable period of time for the elimination of non-conforming signs, to assure that sign users who erected signs prior to this code shall not have an unfair advantage over sign users who conform to this code.
8. That this code shall apply to the design, quality of materials, construction, location, electrification, illumination and maintenance of all signs and sign structures to be located within the City.
9. That the purpose of the adoption of the Sign Code is hereby declared to be:
 - a. The protection of the health, safety and welfare of the citizens of Petal;
 - b. The protection and preservation of property values and the promotion of economic well-being throughout the community; and
 - c. The preservation and maintenance of the visual and aesthetic quality of the community in accord with the character of the City of Petal and the surrounding area through the establishment and enforcement of standards for the design, quality of materials, construction, location, electrification, illumination and maintenance of all signs and sign structures within the City.

10.3.12 Directory Sign

A directory sign is an outdoor sign listing and identifying the occupants within shopping centers, industrial centers, retail centers, office centers, and other multi-use commercial or industrial sites.

10.3.13 Electrical Sign

An electrical sign is any sign containing a motor or wiring which is connected or attached or intended to be connected or attached to an electrical energy source.

10.3.14 Flags, Banners, Seals

Flags, banners and seals are motion, emblems, designs, shapes or symbols on cloth, plastic, canvas or devices of similar type and materials intended to convey any message or to identify any person, place, idea or thing other than duly adopted flags or seals of nations, states, parishes or municipalities.

10.3.15 Freestanding Signs

A freestanding sign is a sign supported by a sign structure secured in the ground and which is wholly independent of any guy wire, support wire, building, fence, vehicle or object other than the sign structure, for support.

10.3.16 Home Occupation Signs

A home occupation sign is any on-premise sign advertising a home occupation.

10.3.17 Identification Signs

An identification sign is a sign that is limited to the name, address, and/or number of a building or institution, person, or entity which is primary to the identification of the premise and to a general statement of the activity carried on in the building or institution.

10.3.18 Illuminated Sign

An illuminated sign is any sign which has characters, letters, figures, designs or outlines illuminated by an interior or exterior light source that is primarily designed to illuminate such sign.

10.3.19 Individual Letter Sign

An individual letter sign is any sign made of self-contained letters that are mounted directly on the face of a building, a parapet, a roof edge of a building or on or below a marquee without being attached to a structure defined herein as a "sign face."

10.3.20 Inflatable Signs

An inflatable sign is any sign dependent in whole or in part for its structural integrity on the infusion into said sign of compressed air or other fluids, and specifically including balloons larger than two (2) feet in diameter or two (2) foot square in area or other gas or liquid filled figures.

10.3.21 Lights

1. Searchlight - A strong or bright light with a reflector in a swirl so that its beam may be sent or directed in various directions.
2. Beacon - A strong or bright light focused or directed in one or more directions.
3. Flashing Lights - Any light or light source or reflection of light source which is intermittent in duration, color or intensity or which creates or is designed to create an illusion of intermittency in duration, color or intensity.
4. String of Lights - A string of electrical conductors containing two (2) or more lights or light sockets.
5. Laser - A device emitting a narrow, very intense beam of light waves that have been amplified and concentrated by stimulated atoms, or the light produced by such device.
6. Tubular Signs - Neon will only be permitted if it is considered as an integral part of the sign being regulated. Anything within the boundary of the outline of the neon will be considered a part of the sign face.

10.3.22 Marquee Sign

A marquee sign is any sign attached to and made part of a marquee. A marquee is defined as a permanent roof-like structure projecting beyond a building wall at an entrance to a building or extending along and projecting beyond the building's wall and generally designed and constructed

Section 10 - 3. Definitions

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For the purposes of this Sign Code, and unless the context indicates clearly contradictory intent, words used in the present tense include the future, the singular number includes the plural, the word "shall" is mandatory and not discretionary, the word "building" includes "structures" except "structures."

EXHIBIT "O"

10.3.1 Abandoned On-Premise Sign

An abandoned on-premise sign is an on-premise sign which no longer correctly directs or exhorts any person, advertises a bona fide business, lessor, owner, entity, product, or actively conducted, or product available on the premises where such sign is displayed.

10.3.2 Abandoned Off-Premise Sign

An abandoned off-premise sign is an off-premise sign which:

1. No longer correctly directs or exhorts any person;
2. Has fallen into disrepair or otherwise deteriorated as a result of a lack of maintenance, repair or upkeep; or
3. With regard to billboards, which carries no advertising message other than a message concerning its availability for lease or hire on its structure for any period of sixty (60) consecutive days.

10.3.3 Address Sign

A sign that only conveys the numeric address of the premises on which it is located.

10.3.4 Amplifying Sign

An amplifying sign is one that provides additional information regarding particular products or services available on a premise.

10.3.5 Attached Sign

An attached sign is any sign that is physically connected to and derives structural support from a building or building appearance.

10.3.6 Audible Sign

An audible sign is any sign which is designed to or which does produce sound discernable to a person of normal hearing situated off the premises on which the sign is located.

10.3.7 Bench Sign

A bench sign is an advertising message on any portion of a bench or other non-mobile structure or device intended for public seating or convenience.

10.3.8 Billboard

A billboard is an off-premise sign owned by a person, corporation, or other entity that engages in the business of selling or leasing the advertising space on that sign.

10.3.9 CAC

The CAC is the Community Appearance Commission as established by this Ordinance.

10.3.10 Changeable Message Signs

A changeable message sign is a sign on which the copy, message or sign panels may be, when specifically issued a permit as a changeable message sign, changed either electronically or manually in the field through the removal, replacement, or rearrangement of letters, symbols, blocks or panels designed for attachment to said sign.

10.3.11 Construction Signs

A construction sign is a temporary sign erected and maintained by an architect, contractor, developer, financial institution, subcontractor or materials supplier upon premises for which said person or persons is presently furnishing labor, materials, services or capital financing.

to provide protection against the weather. Signs painted or awn onto awnings or canopies shall be considered marquee signs.

10.3.23 Monument Signs

A monument sign is a freestanding sign (a) the sign area of which is constructed or connected directly on or to a sign support consisting of a concrete slab base or foundation or a base or foundation of similar type of construction; or (b) which is of monolithic construction in which the sign's base or support is of uniform composition with the material comprising the sign area of said sign and the base or support of said sign is directly affixed in or to the ground. Provided, however, no sign base, foundation or support of which consists in whole or in part of above ground poles, piers, piling or similar types of supports exceeding twenty-four (24) inches in height measured above the ground shall constitute a monument sign.

10.3.24 Moving Message or Changing Image Signs

A moving message or changing image sign is any sign including public service signs designed to convey sign copy which changes in form or content with greater frequency than once an hour or which otherwise includes action or motion or the illusion of action or motion within its message or sign copy.

10.3.25 Mural

A work of art painted or otherwise applied to an exterior wall surface. Such work shall not serve to advertise or promote a business, service, product, cause, or event. If such work does serve to advertise or promote a business, service, product, activity, cause, or event, it will be considered a "sign" and as such, will be subject to the Sign Ordinance.

10.3.26 Neon Signs

Neon will only be permitted if it is considered as an integral part of the sign being regulated. Anything within the boundary of the outline of the neon will be considered a part of the sign face.

10.3.27 Non-Conforming Signs

A non-conforming sign is any sign structure or sign which was lawfully erected and maintained prior to such time as it came within the purview of this code or any amendments thereto and which fails to conform to all applicable regulations and restrictions of this code, or a non-conforming sign for which a special permit has been issued.

10.3.28 Off-Premise Sign

An off-premise sign is a sign that directs a person to a different premise or location than that on which the sign is located; which identifies advertised goods, products, or services not available on the premises on which the sign is located; or which conveys a non-advertising idea or message; or identifies or advertises a business, person, firm or corporation not located on or occupying the premises where the sign is located; or which is not otherwise defined as an on-premise sign.

10.3.29 On-Premise Sign

An on-premise sign is a sign identifying or advertising a business, person, firm, corporation, activity, goal, product or service located or available on the premises where the sign is installed and maintained or which is displayed and maintained by the owner or occupant of the premises on which it is located and conveys a non-advertising or non-commercial idea or message.

10.3.30 Parapet Sign

A parapet sign is a sign extending above a roof line or which serves as a parapet.

10.3.31 Political Signs

A political sign is any sign urging the election or defeat of any candidate seeking any political office, or urging the passage or defeat of any ballot measure, but not including any billboard owned or maintained by a commercial firm or advertising company when leased or used as a political sign.

10.3.32 Portable Signs

A portable sign is any sign other than a trailer or vehicle sign that is not permanently affixed to a building, structure or the ground or a sign designed to be moved from place to place. These signs primarily include, but are not limited to: A frame or sandwich board signs, signs attached to wood or metal frames, and signs designed to be self-supporting and moveable.

10.3.33 Sign Premise

A Sign Premise is defined as the contiguous land in the same ownership which is not divided by any highway, street, alley or right-of-way. For purposes of this ordinance a single premise:

- a. May include more than one lot of record when such lots are devoted to a single unity of use; or
- b. May consist of a separate structure on the same lot of record when, in the opinion of the CAC, such separate structure appears to be a separate premise.

10.3.34 Premises Total

Premises total is defined as the total square footage of freestanding signage allowed on a premise under the provisions of this Sign Code.

10.3.35 Private Directional Signs

Private directional signs are on-premise signs directing vehicular or pedestrian traffic movement into a premise or within premises.

10.3.36 Project Sign

A project sign is a temporary sign announcing a proposed land development or construction project.

3.37 Projected Sign

ected sign is a sign or visual image created by the projection of light onto a surface.

3.38 Projecting Sign

A projecting sign is any sign other than a wall sign affixed to any building or wall which sign has a leading edge extending twelve (12) inches or more beyond such building or wall. Projecting signs are of two (2) types:

- a. Fixed - A sign, other than a wall sign, which extends outward twelve (12) inches or more from the facade of any building and is rigidly affixed thereto.
- b. Swinging - A sign projecting twelve (12) inches or more from the outside wall or walls of any building that is supported by only one rigid support affixed thereto.

10.3.39 Public Directional Signs

Public directional signs are either:

- a. Signs permanently or temporarily erected in the public right-of-way or on public property with the approval of the Board of Aldermen which denote the name or route to any educational institution, public building of facility, historic place, shrine, church, synagogue, hospital, library or similar facility or institution; or
- b. Signs permanently or temporarily erected identifying a person or entity who has undertaken to plant or maintain landscaping of that portion of the right-of-way.

10.3.40 Public Service Sign

A public service sign is a sign the primary purpose of which is to provide information as a service to the general public such as time, temperature or the promotion or announcement of public events, or other events of a civic, philanthropic, charitable or religious purpose of general interest to the public.

10.3.41 Real Estate Sign

A real estate sign is any temporary sign pertaining to the sale, lease or rental of land or buildings, which is erected or displayed on the lot or parcel to which it applies.

10.3.42 Resident Identification Sign

A resident identification sign is any on-premise sign limited in content to no more than the name of the premises, its municipal address and the names of the present occupant or occupants of the premises.

10.3.43 Revolving or Rotating Sign

A revolving or rotating sign is any sign whose sign face is designed to move or turn on any axis.

10.3.55 Subdivision Sign

A subdivision sign is a sign located within the boundaries of a subdivision identifying the subdivision and denoting the entrance or exit to the subdivision.

10.3.56 Temporary Sign

A temporary sign is any sign, the display of which is limited by law, ordinance, or regulation and which advertises a situation or event that is designed, intended, or expected to occur and be completed within a reasonably short or definite period after the erection of such sign.

10.3.57 Trailer Sign

A trailer sign is any sign or sign structure attached to or composed in whole or in part of a trailer frame or chassis or skid or skid frame or body or of any materials which have ever previously constituted in whole or in part such a trailer, skid, frame, chassis or body.

10.3.58 Vehicle Sign

A vehicle sign is any sign displayed on or from any mode of transportation, including but not limited to cars, buses, trucks/trailers, trains, boats, or airplanes.

10.3.59 Wall Sign

A wall sign is a sign other than a parapet sign which is painted on or which projects less than twelve (12) inches from the wall of a building, and is painted on, attached to or erected against any exterior wall or window of a building or structure with the exposed face of the sign being in a plane parallel to the plane of said wall or window and not extending above the building.

10.3.60 Window Sign

A window sign is any sign which is painted on, applied to, attached to or projected upon the exterior or interior of a building glass area, including doors, or located within one foot of the interior of a building glass area, including doors, whose identification, message, symbol, insignia, visual representation, logo type or any other form which communicates information, can be perceived from any off-premises contiguous property or public right-of-way.

10.3.61 Adoption of Definitions from other Sources

Any word, term or phrase used in this Sign Code and not otherwise defined herein but defined elsewhere in any other ordinance or regulation of the City of Petal shall be defined in accordance with the definition set forth in such other ordinance or regulation unless the context in which such word, term or phrase is used in this Article indicates that the application of that definition would lead to a result which is inconsistent, unintended, or out of character with the purpose of this Sign Code and the result of regulation set forth herein. All remaining terms of this Sign Code shall carry their usual and customary meanings. Terms indigenous to the industry shall be defined in accordance with their usual and customary understanding in the trade industry or profession to which they apply, unless such terms are otherwise defined herein.

Section 10 - 4 Prohibited Signs

0.4.1 Enumerated

The following types of signs are prohibited within the City of Petal:

1. Abandoned signs
2. Audible signs
3. Beacons
4. Bench signs
5. Directory signs except as permitted for professional centers under the provisions of subsection 10.5.4.6(d)
6. Flashing signs
7. Inflatable signs
8. Lasers
9. Parapet signs
10. Portable signs
11. Projected signs
12. Revolving or rotating signs
13. Roof signs
14. Search lights
15. Signs attached to trees, shrubs or any living vegetative matter
16. Signs, other than public directional signs, public service signs, public information signs, subdivision signs or official notices which encroach into a public right-of-way

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10.3.44 Roof Sign

A roof sign is any sign erected or painted upon, against or directly above a roof or on top of or above the parapet of a building.

10.3.45 Shingle Sign

A shingle sign is an identification sign customarily identified with the practice of the professions, such as law, medicine and dentistry.

10.3.46 Sign

"Sign" is defined as a medium of communication, including its structure and component parts, which is used or intended to be used to attract attention to its subject matter or location usually for advertising purposes, including paint on the surface of a building. Each distinctive message painted or placed on a building or other structure shall be considered an individual sign.

10.3.47 Sign Area

The area of a sign shall be defined as the square foot area enclosed within the perimeter of the sign face with each face contributing to the aggregate area of any sign. With respect to signs which are composed of individual symbols, letters, figures, illustrations, messages, forms, or panels, the sign area shall be defined as that area enclosed by one continuous line connecting the extreme points or edges of the advertising message. In cases where there is no definable simple geometric shape, the simplest geometric shape or rectangle enclosing the outer edges of the advertising message shall determine the sign area. In cases of back-lighted awnings with advertising messages, the entire area of the awning shall be considered as the sign area.

10.3.48 Sign Face

Sign face is the part of the sign that is or can be used to identify, advertise, communicate, inform or convey a visual representation, which attracts the attention of the public for any purpose. "Sign face" includes any background material, panel, trim, frame, color and direct or self-illumination that differentiates the sign from the building, structure, backdrop surface or object upon which or against which it is placed. The sign structure shall not be included as a portion of the sign face provided that no message, symbol or any of the aforementioned sign face criteria are displayed on or designed as part of the sign structure, unless it is outlined in neon.

10.3.49 Sign Height

Sign height of a sign shall be defined as the vertical distance from the adjacent street grade or upper surface of the street curb to the highest point of either the sign or sign structure. Elevated roadways shall not be used to measure height.

10.3.50 Sign Message

The words or symbols on a sign face which convey a message to those viewing the sign.

10.3.51 Sign Owner

A sign owner is that person who owns a sign and/or who is responsible for a sign. In those cases in which the sign owner cannot be determined; the owner of the premises upon which the sign is located shall be deemed the owner of the sign.

10.3.52 Sign Structure

A sign structure is the supporting structure upon which a sign or sign face is fastened, attached or displayed or is intended to be fastened, attached or displayed; provided however, this definition shall not include a building or fence.

10.3.53 Snipe Sign

A snipe sign is a sign, which is tacked, nailed, posted, pasted, glued or otherwise attached to poles, stakes, fences, or to other like objects.

10.3.54 Street Banner Sign

A street banner sign is any banner sign, which is stretched across and hung over a public right-of-way.

18. Signs resembling traffic control devices or emergency devices
19. Freestanding signs, which restrict or impair visibility at the intersection of the right-of-way lines of two streets, or of a Street and a railroad right-of-way, or of a Street and a
20. pedestrian or bicycle right-of-way
21. Snipe signs other than real estate signs, garage sale signs, political signs or signs used to convey or express a non-advertising or noncommercial idea or message
22. Strings of lights, except when used as holiday decorations during the period beginning the Sunday prior to Thanksgiving to the second Sunday in January of the succeeding year
23. Trailer signs
24. Any sign, other than a sign displaying or conveying a non-advertising or noncommercial idea or message, which is located in a development area (such as, for purposes of illustration only, shopping centers, industrial parks or developments, planned unit developments, subdivisions or neighborhoods of general historic or aesthetic value or character) and which, due to its proposed height, setback, location, landscaping, illumination or type of material by which it is constructed is out of character or harmony with the overall character of similar types of signage existing within the development area or is in violation of any publicly or privately imposed regulations or covenants established in order to impose an overall consistency or harmony of signage within the development area which are applicable to the sign.
25. Any sign not specifically defined and allowed by the provisions of this article.
26. Any sign, which consists or comprises immoral, deceptive or scandalous matter or that carries a letter combination or message which is offensive to good taste and decency.

Section 10 - 5 Regulations of On-Premise Signs and Murals

10.5.1 On-Premise Signs Allowable without a Permit

Subject to all provisions and requirements of this Article the following on-premise signs, where permissible, may be erected and displayed without the necessity of issuance of a permit by the Building Inspector:

1. Public Directional Signs;
2. Official notices duly issued by any court, public agency or officer;
3. Resident identification signs not exceeding three (3) square feet in sign area;
4. Flags and insignia of any government except when displayed in connection with a commercial promotion;
5. Integral decorative or architectural features of buildings, other than letters, trademarks, logos, or any feature containing moving parts or moving or flashing lights;
6. Indoor Signs not visible from any street right-of-way;
7. Private directional signs not exceeding five (5) square feet in sign area per sign;
8. Home occupation signs not exceeding two (2) square feet in sign area which are non-illuminated, and mounted flat against and parallel to the plane of the wall of the building to which the sign is attached;
9. Temporary window signs displayed on the inside of windows and intended for the purpose of disseminating information about special sales or promotional campaigns in accordance with the provision of Section 10.5.1;
10. Fuel service station pump signs, oil rack signs, and pricing signs in accordance with the provisions of Section 10.5.1.2;
11. Temporary real estate signs in accordance with the provisions of Section 10.5.1.3;
12. Temporary yard or garage sale signs in accordance with the provisions of Section 10.5.1.4;
13. Menu boards for drive-thru [drive-through] facilities providing food for off-premise consumption which signs do not exceed forty-eight (48) square feet in sign area and
14. which are located so as not to be visible from the street right-of-way from which primary access to the premise is obtained;
15. Vehicle signs in accordance with the provisions of Section 10.5.1.5;
16. Address signs in non-residential and combined use districts in accordance with 10.5.1;
17. Signs which convey a non-advertising or non-commercial idea or message, but only in accordance with the applicable provisions of Section 10.5.3.4 or Section 10.5.4.7 of this Sign Code.
18. One Roadside Vendor Sign will be permitted on signs facing each side not to exceed a maximum of 16 square feet.
19. Chamber of Commerce, Business of the Month, banners for the month of the award

10.5.1.1 Temporary Window Signs; Additional Requirements for Erection or Display without Necessity of Permit

Any temporary window sign erected or displayed without necessity of a permit pursuant to the provisions of Section 10.5.1 of this Sign Code;

1. Shall be constructed of such materials as to indicate the temporary nature of the sign;
2. Shall not, in the aggregate, cover more than fifty (50%) percent of the area of any windows in which such signs are displayed.

10.5.1.2 Fuel Service Station Pump Signs, Oil Rack Signs, Tire Rack Signs, and Pricing Signs; Additional Requirements for Erection or Display without Necessity of a Permit

Any fuel service station pump signs, oil rack sign, tire rack sign or pricing sign erected or displayed without necessity of a permit pursuant to the provision of Section 10.5.1 of this Sign Code shall conform to the following regulations and requirements:

1. Fuel Service Station Pump Signs - Fuel service station pump signs may be displayed on fuel pumps to provide required information to the public regarding the available fuel such as "gallons," "price," "octane rating" and "type of fuel." If a trade name of the business or supplier is incorporated into the name or designation of the different types of fuels available, said trade name and any associated symbols therewith may be displayed on the pumps provided that such signs are flat signs that do not exceed three (3) square feet per sign face and an aggregate area of six (6) square feet of sign face per pump.
2. Oil Rack Signs - If a fuel service establishment markets engine oil on the pump island, any identification signs on the merchandise itself visible to the public shall be permitted. Additional signs on the oil rack may be permitted provided that each such sign shall not exceed three (3) square feet per sign face with an aggregate area of six (6) square feet of sign face per rack.
3. Tire Rack Signs - If a fuel service station, tire store, auto repair shop or any other business which markets tire displays the tires on racks visible to the public, additional signage on the tire rack identifying the tires displayed on that rack may be permitted, provided that such additional signage shall not exceed three (3) square feet per sign face with an aggregate area of six (6) square feet of sign face per rack.
4. Pricing Signs - A sign advertising the price of motor fuel, other than pump signs, shall be permitted provided that such sign shall not exceed twelve (12) square feet of sign face per sign with an aggregate sign face area of twenty-four (24) square feet per sign. Such sign shall not exceed five (5) feet in height, if freestanding. One such sign per premises frontage shall be allowed with a maximum of two (2) such signs per premises. However, should such pricing sign be attached to, or be made part of, a permanent freestanding sign which identifies the premises, such sign shall not be allowed without permit and shall conform to the requirements of freestanding signs in the applicable zoning district. Pricing signs, however, when made a part of freestanding identification signs and when no additional freestanding pricing signs are placed on the premises may be allowed in excess of the allowable square footage of identification signage, provided that the maximum square footage for the premise is not exceeded in total signage.

10.5.1.3 Temporary Real Estate Signs; Additional Requirements for Erection or Display of Temporary Real Estate Signs without Necessity of a Permit

Any real estate sign erected or displayed without necessity of a permit pursuant to the provisions of Section 10.5.1(11) of this Sign Code shall conform to the following regulations and requirements:

1. In all residential zoning districts, real estate signs shall be limited to:
 - a. One non-illuminated real estate sign, not exceeding six (6) square feet in sign face area and six (6) square feet in total area and, if freestanding, not exceeding five (5) feet in height. Premises with two (2) or more frontages shall be allowed one additional sign conforming with all of the requirements of this subsection; and
 - b. Not more than two (2) additional real estate signs, each not exceeding one square foot in sign face area and two (2) square feet in total sign face area; provided however, that these additional signs may only convey information regarding the features of the property or home offered for lease or sale, state that the property or home is sold, announce that the house or property is open for inspection, or identify the agent listing the property or house.
2. In all other zoning districts, any such signs shall be limited to one real estate sign per listing broker on any premises offered for sale, rent or lease. Such sign shall be non-illuminated and shall not exceed thirty-two (32) square feet in sign area. A double-faced real estate sign is permitted, provided that such sign shall not exceed sixteen (16) square feet in area per sign face and an aggregate sign face area of thirty-two (32) square feet. If freestanding, any such sign, whether single or double-faced, shall not exceed seven (7) feet in height. Property with two (2) or more premises Street frontages shall be allowed to display one additional sign conforming with all of the requirements of this subsection on a second frontage.
3. For purposes of the regulation under this code of real estate signs only, and irrespective of whether such sign is erected or displayed with or without necessity of a permit, each separately designated unit of a condominium development created by virtue of written instruments duly recorded by the Chancery Clerk of Forrest County shall be considered a separate premise and real estate signs relating to any such unit shall be regulated depending upon the residential or commercial use of the unit in question, in accordance with the applicable provisions of this Sign Code.

Such application shall have attached to it a chart or drawing showing that the device would not interfere with traffic or the safety of persons using such public places.

10.5.2.2 Flags, Streamers, Banners and Pennants; Limitations and Requirements for Temporary Permits

1. Flags, streamers, banners or pennants may be displayed in connection with grand openings or special events no more than once semi-annually for any one business entity or applicant. Such signs may be displayed for a period not to exceed fourteen (14) consecutive calendar days upon the issuance of a temporary permit by the Building Inspector.
2. Flags, streamers, banners or pennants may be displayed in connection with events governed by, and subject to all provisions and restrictions set forth in, Section 10.5.2.1 of this Sign Code.
3. Application for Permit - Applications for such a temporary permit must state the name of the person, firm, corporation or organization sponsoring the event; the locations where such device(s) are to be installed and the contemplated dates during which such devices shall remain on display.
4. Banners shall not exceed 32 square feet.

10.5.2.3 Political Signs; Limitations and Requirements for Temporary Permits

1. Any person desiring to distribute or display political signs in connection with an organized campaign in support of or opposition to and candidacy, political slate or ticket, or ballot proposal shall first make application to the building inspector for the issuance of a temporary sign permit. Such application shall include the name, address and telephone number of the applicant. The applicant for the permit shall provide the building inspector with specimen copies of all signs to be distributed or displayed under the permit.
2. The Building Inspector shall issue the requested permit upon receipt of the following:
 - a. An application with all requested information supplied
 - b. A specimen of the sign(s) to be used as required by paragraph 1, above
 - c. A surety bond in the amount of \$100 redeemable by the City of Petal if any sign permitted hereby remains on any property for more than ten (10) days following the election for which it was permitted. Said permit shall authorize the distribution, erection and display of an unlimited number of signs of the type or types submitted as specimens by the applicant and shall allow for the placement of one sign to be erected per premise/Street frontage.
3. Any such permit shall be issued for a period of time not to exceed sixty (60) consecutive calendar days prior to an election date; provided, however, that in the event that signs are distributed, erected or displayed under any such permit in connection with any candidacy or ballot proposal which involves more than one election, the permit shall be automatically extended to the tenth day following the date of the general election to which the sign pertains.
4. No political sign shall be erected or displayed in any public right-of-way. No solicitation of votes shall take place in the public right-of-way.
5. No political sign shall exceed thirty-two (32) square feet in sign face area. No political sign can be stacked one on top of the other in billboard fashion.
6. The applicant shall remove all political signs erected or displayed under any permit issued to him under the provisions of this section no later than ten (10) calendar days following the last election to which the sign pertains. Upon the failure to timely remove such signs the City may thereafter remove and dispose of any remaining signs.

10.5.2.4 Construction Signs; Limitations and Requirements for Temporary Permits

One non-illuminated construction sign may be permitted on the premises being developed or improved subject to the following conditions and requirements:

1. A building permit for the project must have been obtained prior to the issuance of the sign permit.
2. In residentially zoned districts such sign shall not exceed sixteen (16) square feet in area and shall be limited to the denoting of the architect, engineer, contractor, subcontractor, owner and/or financing agency providing labor, materials, services or financial capital for the proposed construction. Such sign may be displayed only during construction and for a period of not more than ten (10) days after completion of actual construction identified by the first issuance of a certificate
3. In any non-residential or combined use district such sign shall not exceed thirty-two (32) square feet in area and shall be limited to the name of the project and the denoting of the architect, engineer, contractor, subcontractor, owner and/or financing agency providing labor, materials, services or financial capital for the proposed construction. Such sign may be displayed only during actual construction and for a

10.5.1.4 Temporary Yard or Garage sale Signs, Additional Requirements for Erection or Display without Necessity of a Permit

Any garage sale sign erected or displayed without necessity of a permit pursuant to the provisions of Section 10.5.1(12) of this Sign Code shall be limited to one non-illuminated sign displayed on the residential premises at which the sale is conducted, provided that such erection and display shall be limited to three (3) days in any sixty-day period. Such sign shall not exceed six (6) square feet in sign area. Two (2) additional garage sale signs, a maximum of six (6) square feet may be placed off-premise on private property with permission of the property owner.

10.5.1.5 Vehicle Signs; Additional Requirements for Erection or Display without Necessity of Permit

1. Vehicle signs may be displayed on any vehicle operated in the daily conduct of any business enterprise without necessity of a permit so long as such signs:
 - a. Are limited to content to a noncommercial message; or
 - b. Are required to be displayed by any federal, state or local law, rule or regulation; or
 - c. Are limited in content to an identification of the name, address and/or telephone number of the business entity operating the vehicle or the goods, products or services available from or provided by said business entity;
 - d. Are not parked in front of or in line with any greenbelt areas when on the premise of the business entity operating or advertising on such vehicle;
 - e. Are on a vehicle that is operable and not parked primarily for the purpose of signage.
2. Vehicle signs shall not be used as off-premise signs and shall not be displayed or parked on sites other than the premise of the business entity operating such vehicle other than when the vehicle is being used in connection with the business operations of the entity operating said vehicle. Such vehicles may also be parked at the residence of its operator, so long as such vehicle and vehicle sign is in conformance with the provisions and restrictions of the zoning district in which the residence is located.
3. Billboards may not be erected or displayed on any vehicle.

10.5.1.6 Address Signs in Non-Residential and Combined Use Districts Allowed Without a Permit

One address sign may be provided for each premise in addition to all other permitted signs in accordance with the following requirements:

1. Address sign shall not exceed two (2) feet by three (3) feet in sign area
2. A minimum setback from the projected line of five (5) feet shall be required
3. The maximum height of an address sign shall be two (2) feet from the ground.

10.5.2 On-Premise Signs allowable by Temporary Permit Only

Subject to all provisions and requirements of this Article, except for the requirement for the approval of the Community Appearance Commission, the following on-premise temporary signs, where permissible, may be erected and displayed upon the issuance by the Building Inspector of a temporary sign permit:

1. Street Banner Signs;
2. Flags, Streamers, Banners and Pennants;
3. Political Signs;
4. Construction Signs;
5. Proposed Project Signs;
6. Vehicle Signs;
7. Temporary Signs preceding permanent sign approval

10.5.2.1 Public Service Signs; Limitations and Requirements for Temporary Permit

Public service signs including Street banner signs are permitted only in connection with the promotion or identification of special events of a civic, philanthropic, charitable or religious purpose.

1. General Application - Any person, firm, corporation or organization in charge of any festival, spectacle, play, show, or other event of such a general civic and public nature and who is in charge of placing, erecting, constructing and maintaining any public service banner, flag, emblem, bunting or freestanding public service sign upon or over any public Street, or other public place in the City shall first secure a temporary permit subject to the approval of the Community Appearance Commission and the conditions provided herein prior to the placement of the sign.
2. Application for Permit - Applications for such a permit shall state the name of the person, firm, corporation or organization sponsoring the event; the location where such device or devices are to be installed and the contemplated dates during which such devices shall remain upon or over any Street or other public place in the City.

period of not more than ten (10) days after completion of the construction as identified by the first issuance of a certificate of occupancy for the project or development in question or upon expiration of the building permit for the project or development, whichever is first to occur.

4. The location of such sign shall be in strict conformance with all applicable setback requirements of this code and of other laws and ordinances of this City, provided, however, that in no instance may such sign be located within ten (10) feet of the property line of the premises on which it is displayed.

10.5.2.5 Proposed Project Signs; Limitations and Requirements for Temporary Permits

One non-illuminated temporary sign announcing a proposed land development may be erected on the premise proposed for the project provided that such sign does not exceed fifty (50) square feet in area, is set back at least ten (10) feet from any property line, and is removed within one year from the date the sign permit for its erection was issued or upon the issuance of the sign permit for a construction sign or the lapse of sixty (60) days from the issuance of a building permit for the project whichever is first to occur. The applicant for such a sign permit shall post with the Building Inspector a cash bond of one hundred dollars (\$100.00) payable to the City prior to the issuance of the required sign permit. If construction of the project is not begun within one year of the issuance of this sign permit and the sign is not timely removed, the cash bond shall be forfeited and the City shall be authorized to remove and dispose of the sign.

10.5.2.6 Vehicle Signs; Limitations and Requirements for Display by Temporary Permit

1. Vehicle signs not otherwise allowed under the provisions of Section 10.5.1.5 may be displayed only in connection with events governed by and subject to all restrictions and provisions set forth in Sections 10.5.2.1 and 10.5.2.2 of this Sign Code and subject to the following restrictions:
 - a. A vehicle sign shall not exceed a maximum of one hundred twenty (120) square feet visible from any one direction.
 - b. The vehicle upon which the vehicle sign is placed shall not be parked in front of or in line with any greenbelt area.
2. Billboards may not be erected or displayed on any vehicle.

10.5.2.7 Temporary Signs Preceding Permanent Sign Approval

1. One temporary attached identification sign not exceeding thirty-two (32) square feet may be permitted for a period of not more than thirty (30) days for an occupant who has no other on-premise signs to identify the occupant's business subsequent to the filing of a complete application for sign approval and approval of the CAC.
2. An additional sixty (60) days extension may be requested in writing by the sign applicant subsequent to the filing of a complete application for a sign variance from the Zoning Board.

10.5.3 On-premise Signs allowed in all Residential Zoning Districts

10.5.3.1

Signs allowed in all residential zoning districts without necessity of a permit shall be limited to those identified as numbers (1) through (6), inclusive, (8), (11), (12), (14), (15), and (16) in subsection 10.5.1 of this sign code, but in no case shall any such signs other than those identified as number (16) in subsection 10.5.1 be illuminated.

10.5.3.2

Signs allowed in all residential zoning districts upon issuance of a temporary permit shall be limited to those identified as numbers (3) through (6), inclusive, in Section 10.5.2 of this Sign Code.

10.5.3.3

Subdivision signs not greater than forty-eight (48) square feet in sign area or ninety-six (96) square feet for a two-sided sign may be located at the entrances to approved subdivisions by permit.

10.5.3.4

Non-advertising signs or signs conveying non-commercial ideas or messages displayed in any residential zoning district shall not exceed eight (8) square feet in total sign area and, if freestanding, shall not exceed a height of six (6) feet above the ground.

10.5.3.5 Additional on-premise signs allowed in R-1, R-2 and R-3 Zoning Districts.

The following signs, in addition to those allowed under Section 10.5.3.1 and Section 10.5.3.2 may be erected and displayed, by permit, in the R-1 and R-2 zoning districts.

1. For premises containing permitted non-residential structures or uses, other than accessory uses, one non-illuminated flat wall sign, not exceeding twenty-four (24) feet in area shall be permitted.
2. Churches, schools or public buildings shall be permitted to erect on their premises in addition to the permitted wall sign as allowed in Section 10.5.3.4(1), a freestanding sign, either non-illuminated or illuminated, no closer than fifteen (15) feet to the right-of-way, not to exceed twenty-four (24) square feet per sign face an aggregate sign face area of forty-eight (48) square feet and not exceeding seven (7) feet in height, provided that such sign is so situated and shielded that its source of illumination is not visible from any abutting residence.

10.5.3.6 Additional On-Premise Signs Allowed in R-4 and MHP Zoning Districts

The following signs may be erected and displayed, by permit, in the R-3 and MH zoning districts:

1. One (1) attached sign identifying the premises sized at a ratio of one square foot per one linear foot of building frontage but under no circumstance to exceed forty-eight (48) square feet, shall be permitted. No attached sign shall be required to be less than twenty-four (24) square feet in sign area.
2. One (1) freestanding sign identifying the premises may be permitted in lieu of an attached sign, provided it does not exceed thirty-two (32) square feet per sign face and aggregate area of sixty-four (64) square feet for a two-sided sign, does not exceed seven (7) feet in height, is not closer than fifteen (15) feet to the public right-of-way and is not erected in any required greenbelt. No sign shall be allowed in any area between the right-of-way and any required greenbelt.
3. Any sign permitted in an R-1, R-2 or R-3 district.

Section 10.5.4 On-Premise Signs Allowed in Non-Residential and Combined Use Districts

10.5.4.1

Any sign which does not require a permit under the provisions of Section 10.5.1 of this Sign Code may be erected or displayed in any C-O, C-1, C-2, C-3, I-1, I-2, or PUD District

10.5.4.2

Any sign identified in Section 10.5.2 of this Sign Code may be erected and displayed in any C-O, C-1, C-2, C-3, I-1, I-2, or PUD Zoning District upon issuance of all requisite permits.

10.5.4.3 Regulation of On-Premise Signs in Planned Zoning District

Unless otherwise specifically provided for within the terms of the approved site plan, the regulation of signs within planned residential districts shall comply with the signage regulations applicable to an R-2 Residence District and the regulation of signs in all other types of planned districts shall comply with the signage regulations applicable to a Neighborhood Shopping District. In no event, however, shall any approval given to a site plan for a planned district allow the erection or display within the planned district of off-premise signs other than those listed in, and only in accordance with the requirements set forth in Section 10.6.1 and 10.6.2 of Article 10, infra, of this Article.

10.5.4.4 Regulation of On-Premise Signs in R-1, R-2 and PUD Zoning Districts

The following signs shall be allowed in addition to those listed in Sections 10.5.4.1 and 10.5.4.2 in conjunction with the issuance of a sign permit.

10.5.4.4.1 Subdivision

Signs in R-1, R-2, and PUD Districts Subdivision signs not greater than forty-eight (48) square feet in sign area or ninety-six (96) square feet for a two-sided sign may be located at the entrances to approved subdivisions by permit.

10.5.4.4.2 Regulation of On-Premise Signs in R-1, R-2, and PUD Districts

As this subsection is applied to multi-occupant commercial centers, only the name and/or address of the center shall be considered its main use, and only one freestanding identification sign which identifies that main use shall be permitted in any center.

twenty (20) feet in height or except for monument signs exceed twenty (20) feet in width.

3. On-premises with non-intersecting Street frontages a second freestanding sign on a separate Street frontage at a minimum distance of two hundred fifty (250) feet, following the Street frontage line, from the first sign may be allowed in accordance with the requirements of (2) above.

For purposes of this Section as it applies to multi-occupant centers, only the name of the center, the address of the center and/or a general statement of the use, such as "Shopping Center," shall be allowed on the freestanding identification sign.

Notwithstanding anything contained herein to the contrary, in no event shall any one occupant of a multi-occupant center be allowed more than 50% of the total signage allowable for the premises. This limitation shall be interpreted to include signage in which the name of an occupant is included within the name of the multi-occupant center.

In the event of the conversion of a single occupant premise to a multi-occupant center, the existing signage shall be reconfigured as necessary to effect compliance with Section 10.5.4.6.1, and this requirement shall be incorporated into Section 5.4.3, Development Permit Application Requirements for Non-Residential and Multi-Family Developments as necessary to ensure compliance with this section.

One attached identification sign per facade not to exceed one and one-fourth (1.25) square feet per linear foot of facade frontage upon which the sign is to be placed. On building facades with linear frontage of less than twenty-six (26) feet a maximum of thirty-two (32) square feet of total signage shall be allowed. However, no attached signage may be placed on the wall of the building which faces the exterior of a premise as designed in the direction of an interior property line.

The premise total based on a ratio of one-half (.5) times the Street frontage of the premise, may be divided as follows:

- a. One freestanding sign not to exceed a maximum allowable sign area of one hundred twenty (120) square feet per sign face or a maximum of two hundred forty (240) square feet aggregate total for a two-sided back-to-back sign
- b. Attached signage, not to exceed a ratio of 20% (.2) of the one-half (.5) times the Street frontage of the premise. Attached signage not to exceed 24 square feet.

10.5.4.6.2 Monument Signs

A bonus of twenty (20) percent of the total square footage of freestanding signage allowed under Section 10.5.4.6.1 shall be allowed for a monument type sign in lieu of a freestanding identification sign. Any or all of this bonus may be allocated to an attached identification sign or included in the sign area of the monument sign. At the discretion of the premise owner a maximum of fifty (50) percent of the allowable square footage of monument sign may be used to identify major occupants of the premises. A monument sign may be permitted in the most rearward ten (10) feet of the front fifteen (15) feet of the premises, provided that such monument sign is landscaped in accordance with Section 10.9.3 "Landscaping Requirements In Conjunction With the Issuance of a Sign Permit." Monument signs shall not exceed a maximum of seven (7) feet in overall height from the ground. Mounds or berms on which a monument sign is located shall be no more than three (3) feet in height measured from the ground level of the lot. Unchangeable message signs and public service signs attached to and an integral part of the structure of a freestanding monument sign shall be allowed, however, such signs shall be considered in the calculation of the allowable square footage of the monument sign.

10.5.4.6.3 Occupant Signs

On multi-occupancy premises, in addition to the identification signs permitted under Section 10.5.4.6.1, the following additional signage shall be permitted for each occupant:

1. One attached store front sign per occupant to be sized at a ratio of one and one-fourth (1.25) square feet of sign area per linear foot of the facade of the store front. For store fronts of less than twenty-three (23) linear feet the maximum allowable size sign shall be thirty-two (32) square feet. However, all occupant signs shall maintain a minimum distance of one foot from the lease line of the occupant's portion of the facade and the linear footage shall be measured along the wall of the facade on which the sign will be located
2. On store frontages located at the corner of a building, which face two different Street frontages of a 90 degree angle, or if a business occupies an entire separate structure within a center, additional wall signs, the area of which shall be calculated as per Section 10.5.4.6.3(1) above, shall be permitted, provided that a minimum distance of thirty (30) feet, measured along the store front, is maintained between the extremities of any two signs and each sign is mounted on a separate wall facing in a separate direction. However, under no circumstances shall an attached occupant sign be allowed on a wall which is finished in a manner inferior to the quality of the facade

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On single and multi-occupancy premise one of the following is permitted:

- a. One freestanding identification sign not to exceed thirty-two (32) square feet in sign area per sign face and an aggregate sign area of sixty-four (64) square feet if two-sided, not exceeding ten (10) feet in height and situated no closer than five (5) feet to any public right-of-way.
- b. Attached signage per Street frontage not to exceed a ratio of one square foot per one linear foot of store frontage but under no circumstance to exceed sixty-four (64) square feet in area. No attached sign shall be required to be less than twenty-four (24) square feet in area.

In addition to the allowable site identification sign one wall sign not to exceed maximum of eight (8) square feet shall be allowed each occupant in a multi-occupant premises.

10.5.4.4.3 Regulation of Special Signs in the C-3 District

The C-3 District, being the historic center of the City and the location and focus of special events such as festivals, parades and celebrations and being an area acknowledged as having a pedestrian orientation, provides a unique opportunity for special activities to occur. In addition, the mixture of residential and non-residential uses in the district, with many commercial establishments being located in former residential structures calls for special treatment of signage and promotional identification to distinguish the location of non-residential uses from residential uses. In response to these unique characteristics and needs of the district, the following criteria shall be utilized by the Community Appearance Commission in evaluating applications for Special Event and Sign Permits:

1. Identification banners not to exceed eight (8) square feet in area may be displayed on non-residential sites to distinguish non-residential uses from residential uses.
2. Changeable message signs not to exceed eight (8) square feet total on one side shall be allowed during specific hours to be determined in conjunction with approval by the CAC of the issuance of a permit.
3. During special events and seasonal campaigns the Community Appearance Commission may permit special signage of a scale and size appropriate to the historic and human-scale quality of the B-3 area.

10.5.4.5 Regulation of On-Premise Signs in C-O, C-1, C-2, C-3, I-1, I-2 and PUD Zoning Districts.

10.5.4.5.1 Subdivision Signs

Subdivision signs not greater than forty-eight (48) square feet in sign area or ninety-six (96) square feet for a two-sided sign may be located at the entrances to approved subdivisions by permit.

10.5.4.6 Regulation of On-Premise Signs in C-O, C-1, C-2, C-3, I-1, I-2 and PUD Zoning Districts.

In conjunction with the issuance of a building permit, a signage plan designating location, size, type and color of signage must be approved by the Community Appearance Commission for all commercial developments.

10.5.4.6.1 On-Premises in C-O, C-1, C-2, C-3, I-1, I-2 and PUD Zoning Districts.

One of the following two (2) alternatives shall be permitted in addition to those signs listed in Section 10.5.4.1 and Section 10.5.4.2. At the discretion of the Community Appearance Commission, alternate three shall be permitted.

1. One (1) freestanding identification sign located at least fifteen (15) feet from the Street right-of-way and to the rear of the required greenbelt. (No sign shall be allowed in any area between the right-of-way and the required greenbelt.) A freestanding sign must be set back from the public right-of-way from which it is intended to be viewed the same distance as any setback line required on any residentially zoned property facing the same public right-of-way within one hundred (100) feet of the sign. This additional setback provision affects only signs on commercial, institutional and industrial premises on the same block and on the same side of the right-of-way as residentially zoned property.
2. Such freestanding sign-face shall be sized at a square foot ratio equal to one-half (.5) times the Street frontage of the premise on which the sign is located. The maximum allowable sign area shall be one hundred twenty (120) square feet per sign face or a maximum of two hundred forty (240) square feet aggregate total for a two-sided back-to-back sign. A maximum of forty (40) square feet, or eighty (80) square feet aggregate total for a two-sided back-to-back sign, shall be allowed on premises with a frontage of less than eighty (80) linear feet. No freestanding sign face, shall exceed

where the main entrance is located or on a wall where the placement of the sign will call attention to building equipment or the unfinished side of a false building facade.

3. One rear identification wall sign must be displayed on or at a rear door of each separate business entity for purposes of emergency access and deliveries only. Such sign shall be limited in size to the minimum size required by the state fire marshal. Any door not utilized as a primary entrance-way for patrons during normal business hours or not opening directly onto the patron area of any premise shall be considered a rear door. No door located on any store frontage on which there exists a door utilized as a primary entrance-way for patrons during normal business hours or which opens directly onto the patron area of any premise shall be considered a rear door.
4. An occupant in a commercial or industrial center shall be permitted, as additional signage, one non-illuminated identification sign not to exceed eight (8) feet in area identifying the occupant and such additional sign shall be located on or within ten (10) feet of the primary public entrance of the occupant.
5. Occupants located on the interior of a building without benefit of store frontage shall be allowed one maximum twenty-four (24) square feet attached sign at the entrance nearest the occupant's space.

10.5.4.6.4 Professional Centers

1. For purposes of this Section, professional centers are defined as multi-use business or commercial establishments:

- a. In which the primary business activity of occupants consists of the rendition to the general public, or a discrete segment thereof, of specialized skills or services; and
- b. In which no tangible personal goods are sold or offered for sale or in which offers for the purchase of tangible goods are not taken or solicited. Examples of professional occupants would include, but need not be limited to, offices maintained by physicians, surgeons, nurses, midwives, psychologists, counselors, therapists, dentists, orthodontists, lawyers, engineers, architects, accountants, chiropractors, optometrists, bookkeepers, notaries public, appraisers, realtors, insurance agents and brokers, and persons pursuing similar professions or vocations.

2. For purposes of this Section a professional center is defined as a commercial center in which at least seventy-five (75) percent of the occupied or occupiable units are occupied by professional occupants.

3. A professional center may include in or attach to its otherwise permissible identification sign information further identifying the name (including professional or educational degrees earned) of each of its professional occupants and a designation of no more than two (2) of the professional services provided by each such occupant, provided that:

- a. No such attachment to an identification sign may exceed eight (8) square feet in sign area or sixteen (16) square feet for a two-sided sign; and b. Any such attachment must conform to the character, materials and type of the identifying sign to which it is attached; and
- b. The aggregate area of all such attachments to an identification sign may not exceed one-half (50%) of the area of any permissible identifying sign which could be displayed on the premises; and
- c. All professional occupants desiring to display exterior signage in the center take part in such plan of on-site signage.

4. Any further on-site sign relating to any such professional occupant shall be limited to a non-illuminated wall or projecting sign with a total sign area of not more than two (2) square feet per sign face or four (4) square feet aggregate total for a two-sided sign:

- a. Identifying the occupants of the premises and no more than two of the professional services provided; and
- b. Located on or within three (3) linear feet of the primary public entrance to the professional office of the occupant.

5. A professional occupant shall not lose his designation as a professional occupant because of the sale at his office of products ancillary to his professional; provided that the availability of such products is not advertised or announced other than by signs located within, and not visible from without, such premises.

10.5.4.7 Identification and Amplifying Signs

Unless otherwise restricted herein any person has the option of apportioning the total permissible sign area for any premise between the permitted identification signs and amplifying signs. Amplifying signs are limited to the identification, which may include the price of particular products for sale or services available on the premises or to signs conveying a non-advertising or non-commercial idea or message. The combined area of the identification sign and all amplifying signs shall not exceed the total allowable sign area for the premise or occupant as elsewhere set forth in this Sign Code, nor shall any amplifying sign be erected as an additional and separate

freestanding or fixed projecting sign for any premise, unless such use is specifically allowed by express provision of this code.

10.5.4.8 Seasonal Cloth Banners

Temporary seasonal cloth banners such as but not limited to those attached to light standards within a parking area may be allowed on multi-occupant premises upon review of and approval by the CAC prior to issuance of a temporary permit for the display of such banners subject to the following requirements:

- 1. No seasonal cloth banner shall exceed eight (8) square feet in area
- 2. The total number, location and method of attachment display shall be approved by the CAC
- 3. No advertising message shall be conveyed on the banners, however, non-advertising seasonal greetings are allowed.
- 4. The identifying name of the multi-occupant premises may be included on the banner but such name shall not exceed fifty (50) percent of the banner area.

10.5.5 Comprehensive Signage Plans

10.5.5.1 Purpose

The Comprehensive Signage Plan procedure is intended to encourage innovative, creative and coordinated signage design for a unified development site in a flexible procedure which allows signage which is not in strict compliance with the provisions of this Sign Code, but which is appropriate to the character of the development, provides adequate identification and information, provides a good visual environment, promotes traffic safety and is regulated to the extent necessary to be consistent with the purpose and intent of this Sign Code as specified in Section 10.2.

10.5.5.2 Scope of Procedure

1. Existing Developments - In conjunction with an application from the owner of the premise, the CAC may review and approve or disapprove applications for Comprehensive Signage Plans in commercial centers with gross leasable area in excess of 50,000 square feet, industrial centers, hospitals and planned district developments.

2. Proposed Developments - Prior to site plan approval for new development, the CAC shall review and approve or disapprove comprehensive signage plans in commercial centers with gross leasable areas in excess of 100,000 square feet, industrial centers, hospitals and Planned District developments in conjunction with the appropriate site plan review process for the type of development proposed.

3. Proposed Subdivision - In conjunction with Preliminary Subdivision approval applications the owner/developer of the proposed subdivision shall be required to submit a comprehensive signage plan for review of the CAC and obtain the approval of such signage plans prior to final approval of the subdivision.

4. Condition of Approval - The approval of the CAC may contain such conditions, requirements or standards to assure that the proposed signage will not be detrimental to persons or property in the vicinity or to the public welfare in general.

10.5.5.3 Criteria for Evaluation

Comprehensive sign plans approved under this Section shall be evaluated based upon the following criteria:

- 1. Placement - All signs shall be placed where they are sufficiently visible and readable for their function. Factors to be considered shall include the purpose of the sign, its location relative to traffic movement and access points, site features, structures, and sign orientation relative to viewing distances and viewing angles.
- 2. Quantity - The number of signs that may be approved within any development shall be no greater than that required to provide project identification or entry signs, internal circulation and directional information to destinations and development sub-areas, and business identification. Factors to be considered shall include the size of the development, the number of development sub-areas, and the division or integration of sign functions.
- 3. Size - All signs shall be no larger than necessary for visibility and readability. Factors to be considered in determining appropriate size shall include topography, volume of traffic, speed of traffic, visibility range, proximity to adjacent uses, amount of sign copy, placement of display (location and height), lettering style and the presence of distinctive influences. In no event shall a plan contain a sign that exceeds by more than 25% any maximum area standard contained in this Sign Code.

10.6.4.3

Maximum Sign Area; Regulated by Width of Right-of-Way

- 1. The maximum sign area of any off-premise sign located on a premise fronting or adjacent to any Street right of way of a width of less than two hundred (200) feet shall be one hundred fifty (150) feet.
- 2. The maximum sign area of any off-premise sign located on a premise fronting or adjacent to any Street right of way of a width of two hundred (200) feet or more, except for those rights of way defined herein as the Gateway Corridors, shall be three hundred (300) square feet.

10.6.5 Regulation of Off-Premise Signs; Permitted and Prohibited Locations

- 1. Off-premise signs other than those specifically enumerated under Section 10.6.1 and 10.6.2 may be located in B-2, B-4 and M-Industrial zoning district.
- 2. No off-premise sign shall be located within one thousand (1,000) linear feet, measured along and on the same side of any Street or road frontage, of any other off-premise sign or, at Street intersections, within five hundred (500) feet, measured radially, of any other off-premise sign.
- 3. Under no circumstances shall more than one off-premise sign be located on any one premise.
- 4. No off-premise sign shall be located within two hundred (200) feet of any residential zoning district.
- 5. No off-premise signs shall be permitted within the Gateway Overlay District.

10.6.6 Limitation of Number of Off-Premise Sign Faces per Sign Structure

No more than one off-premise sign face visible from any one direction of travel on any roadway may be displayed on any single sign structure. A total of two signs each of which may meet the maximum sign areas permitted for off-premise signs, may be displayed on one back-to-back or V-type sign structure, provided that the angle between such signs be not more than sixty (60) degrees.

10.6.7 Regulation of Public Information Signs

The following regulations shall apply to all public information signs:

- 1. Signs that designate area maintained 1' x 1 1/2' in size for demarcation by company No more than 2' in height
- 2. Historical markers 2' x 3' in size No more than 3' in height
- 3. Approval of location required - No public information signs shall be constructed, erected or displayed until the location of the sign has been submitted to the CAC for its recommendation and approved by a resolution of the City Council.

Section 10 - 7 DESIGN AND CONSTRUCTION STANDARDS FOR SIGNS

10.7.1 Compliance with Building Code

- 1. No sign shall be constructed, erected, installed, structurally altered, changed or relocated before first securing a permit, except those signs specifically excluded from the requirement of a permit by this Sign Code.
- 2. All new signs shall comply with the structural requirements of the Standard Building Code of the Southern Building Code Congress International, Inc. (SBCCI) and with the provisions of this Sign Code and any other codes of the City of Petal, whichever is more restrictive.

10.7.2 Wind Pressure; Design Requirements and Working Stresses

- 1. Wind Pressure - In the design and erection of all signs, the effect of wind shall be carefully considered. All signs shall be constructed to withstand a wind pressure of thirty (30) pounds per square foot.
- 2. Design Requirements - Before any permit required by this Sign Code shall be granted the applicant shall submit to the Building Inspector a design and stress diagram or plans and elevations containing the necessary information to enable the Building Inspector to determine that such sign complies with all the regulations of this code. When necessary to make such a determination, the Building Inspector may require engineering data certified and signed by a Mississippi registered structural engineer.
 - a. Strength of parapet or wall - A parapet wall must be designed to have sufficient strength to support any sign which is attached thereto.
 - b. Supports and braces - Supports or braces shall be of metal and shall be adequate for wind loadings specified in Section 10.7.2.1. All metal, wire cable supports and braces and all bolts used to attach signs to brackets, or brackets and signs to the supporting building or structure, shall be of

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- 4. Materials - Sign materials shall be compatible with architectural and/or natural features of the project. This may be accomplished through similarity of materials for sign structures and faces, the use of complementary colors, similarity of architectural style, or the use of a consistent lettering style or copy.
- 5. Illumination - shall be in conformance with Section 10.8 of this Ordinance.

Requests for use permits under this Section shall be accompanied by an application including, but not limited to:

- 1. The applicant's name and address;
- 2. A legal description of the property;
- 3. Existing zoning on the property;
- 4. A site plan, depicting the proposed plan of development;
- 5. A description and/or illustration of proposed sign locations;
- 6. Standards for size, quality, materials, and illumination; and
- 7. A narrative description of the common theme for signage within the development, how it relates to architectural and/or landscaping elements of the development, and how the comprehensive sign plan relates to each of the criteria set forth in subsection 10.5.5.3.

10.5.5.5

Modifications to a use permit approved under this Section shall require the applicant to follow the same procedure utilized in obtaining the original use permit.

10.5.5.6

No sign permit authorized under this Section may vary from the provisions of Sections 10.4, 10.7, 10.8, 10.9 or 10.10 of this Sign Code.

10.5.5.7

In no event shall a plan contain a sign which exceeds by more than 25% the maximum height or size standard specified by this Sign Code.

Section 10- 6 Regulation of Off-Premise Signs

10.6.1 Off-Premise Signs Allowable without a Permit

Subject to all provisions and requirements of this Sign Code, the following off-premise signs may be erected and displayed in any zoning district without the necessity of issuance of a permit by the Building Inspector:

- 1. Public Directional Signs;
- 2. Official notices duly issued by any court, public agency or officer.

10.6.2 Off-Premise Signs Allowed by Temporary Permit Only

Subject to all provisions and requirements of this Sign Code, the following off-premise signs may be erected and displayed in any zoning district upon the issuance by the Building Inspector of a temporary sign permit:

- 1. Street Banner Signs
- 2. Political Signs

Off-premise Street banner signs shall be permitted only for such purpose and subject to all restrictions and requirements as are set forth in Section 10.5.2.1 of this Sign Code. Off-premise political signs shall be regulated only in accordance with the restrictions and requirements set forth in Section 10.5.2.3 of this Sign Code. Any permit issued and bond posted pursuant to the provisions of Section 10.5.2.3 of this Sign Code shall authorize the erection of an unlimited number of off-premise political signs.

10.6.3 Regulations of all Off-Premise Signs; Height, Clearance and Setback Requirements

The following regulations shall apply to all off-premise signs:

- 1. Maximum Height - Twenty-five (25) feet
- 2. Minimum Clearance between Ground Level and Sign Face - Ten (10) feet on signs of one hundred (100) square feet of sign face or greater.
- 2. Minimum Setback - Five (5) feet from any property line.

10.6.4 Regulation of Off-Premise Signs; Maximum Sign Area

10.6.4.1 RESERVED

10.6.4.2 RESERVED

galvanized steel or of an equivalent material. All sign supports shall be an integral part of the sign design.

- c. Sign anchoring - Signs shall be anchored to prevent any lateral movement that would cause wear on supporting members or connections.
- d. Marquee signs - Marquee signs shall be constructed entirely of metal or non-combustible material and may be attached to, or hung from a marquee. Any such signs when hung from a marquee shall be at least nine (9) feet at its lowest level above the sidewalk or ground level, and further, such signs shall not extend outside the line of such marquee. Signs painted or sewn onto awnings or canopies, when considered as marquee signs, shall be exempt from the material provisions of this Section.
- 3. Working Stresses - In all signs, the allowable working stresses shall conform with the requirements of the Standard Building Code (SBCCI).
 - a. The allowable working stresses for steel and wood shall be in accordance with the provisions of the Standard Building Code (SBCCI).
 - b. The working strength of chains, cables, guys or steel rods shall not exceed one-fifth (1/5) of the ultimate strength of such chains, cables, guys or steel rods.

10.7.3 Material Specifications

Permitted signs shall be constructed only of the following materials:

- 1. Incombustible Materials - Corrosion resistant metal or other incombustible materials;
- 2. Fiberboard - Highly compressed fiberboard which weighs not less than sixty (60) pounds per cubic foot and is not less than one-eighth (1/8) inch in thickness;
- 2. Plywood - Exterior grade plywood not less than three-eighths (3/8) inch in thickness
- 3. and bearing the stamp of an approved testing agency;
- 4. Approved Plastics - Of a thickness and shape necessary to withstand the loadings specified in Section 10.7.2 of this Sign Code. Proper allowance or provision shall be made in connections to provide for thermal contraction and expansion. Notwithstanding any other provisions of this code, plastic materials which burn at a rate no faster than two and one-half (2.5) inches per minute when tested in accordance with American Standard of Testing Material D 635 shall be deemed approved plastics and may be used as the display surface material and for the letters, decorations and facings on signs.
- 5. Glass - When glass is used for sign letters or transparent or translucent panels, it shall be at least double strength thickness for sign areas up to and including three hundred (300) square inches. When glass is used for sign letters or transparent or translucent panels for sign areas in excess of three hundred (300) square inches at least one-quarter (0.25) inch wire glass shall be used and maximum span between supports shall be four (4) feet.
- 6. Wood Structure - The framework or standards upon which the sign rests may be of wood. Any wooden portion of such structure in contact with the ground shall be either of redwood or any other wood which is a commercially available wood treated with an approved preservative. Sign supports may be no more than two (2) in number and shall be of sufficient strength and foundation to preclude the need for visible cross-bracing.
- 7. Metal Structure All signs of one hundred fifty (150) square feet or over shall be of metal construction and shall have no more than two (2) structural supports.

10.7.4 Auxiliary Specifications

- 1. Obstruction to Exits - No sign shall be erected so as to obstruct any fire escape, required exit, window, or door opening intended as a means of egress.
- 2. Obstruction to Ventilation - No sign shall be erected which interferes with any opening required for ventilation.
- 3. Clearance from Electrical Power Lines and Communication Lines - Signs shall maintain all clearances from electrical conductors in accordance with the National Electric Code and all communications equipment or lines located within the City.
- 4. Clearance from Surface and Underground Facilities - Signs and their supporting structures shall maintain clearance and non-interference with all surface and underground facilities and conduits for water, sewage, gas, electricity, or communications equipment or lines. Furthermore, placement shall not interfere with natural or artificial drainages of surface or underground water.
- 5. Clearance of Projecting Signs - Signs projecting from a building or extending over public property shall maintain a clear height of nine (9) feet above the sidewalk and all such signs shall be at least eighteen (18) inches inside of the curbline as measured toward the building.
- 6. Signs at Intersections - Freestanding signs shall not restrict or impair visibility at the intersection of the right-of-way lines of two (2) streets, or of a Street and a railroad.

Section 10 - 8 Electrical Signs Regulations

10.8.1 Electrical Code

All electrical signs shall be built and installed in compliance with the National Electric Code and the Southern Building Code. All electrical wiring for signs shall be permanently installed and placed underground in metal conduits in accordance with the National Electrical Code.

10.8.2 Licensing

Electrical signs may only be installed by an electrician licensed by the City of Petal.

10.8.3 Electrical Sign Permit

The following shall be required prior to the issuance of an electrical permit in conjunction with the erection of an electrical sign:

1. Wiring schematic or plan fully describing the electrical work to be done.
2. Compliance with U.L. Standards for electrical work to be done.

10.8.4 Electrical Inspection Fees

An electrical inspection shall be required in conjunction with the erection of an electrical sign. This fee in addition to the permit fee required under Section 10.9.9 "Required fees for sign permits." Such fees are hereby set as:

1. Twenty-Five Dollars (\$25.00) - To cover the cost of one electrical inspection.
2. Twenty-Five Dollars (\$25.00) - Shall be charged for each reinspection required.

Section 10 - 9 Procedures and Fees for Sign Permits; Sign Inspections and Certificates of Completion

10.9.1 Requirement to Obtain a Sign Permit

It shall be unlawful to construct, erect, repair, alter, relocate or display with the City of Petal any sign without first obtaining a sign permit from the Building Inspector and paying the fee required herein, unless specifically excluded from the requirement of a permit by Section 10.5.1 of this Sign Code. All electrical and/or illuminated signs shall, in addition, be subject to the provisions of Section 10.8 of this Sign Code and the inspection fees required therein. If a sign permit is required for any establishment that will also require a development permit, as per Section 5.4 for renovation, remodeling or new construction, the sign permit shall be applied for in conjunction with the development permit.

10.9.2 Application Requirements for Issuance of Sign Permits

In applying to the Building Inspector for the issuance of a sign permit the following shall be required:

1. A completed sign permit application providing all applicable information requested by the Building Inspector;
1. Written consent of the owner of the property or his agent granting permission for the construction, maintenance and display of the sign or sign structure;
2. Name, address and telephone number of the premises owner, the sign owner, the sign contractor and any designated contact person;
3. A description of the size and location of all existing signs owned, leased or otherwise being used on the same premise by the entity making application for a sign permit; and
4. Such additional information as may be required by the Building Inspector or the CAC in furtherance of a determination that the provisions of this Ordinance and all other applicable laws and ordinances of the City of Petal are being complied with. Such additional information may include, but shall not be limited to a current survey by registered land surveyor of the premises in question, detailed plans and specifications for any proposed sign or structure, or engineering certification of compliance with any technical requirements of this Sign Code, the Building Code or any other codes, ordinances or regulations of the City of Petal.

10.9.2.1 Additional Information which may be Required for Issuance of Sign Permits

When such information is needed to determine compliance of the sign or signs in question with the provisions of this Sign Code the following, without limitation, may be required by the Building Inspector or the CAC to be submitted with the application for a sign permit:

1. Legal Description and/or Survey of Premise - The legal description or survey shall provide sufficient information to determine the allowable premise total, based on linear footage of Street frontage as required by this Sign Code.
2. Dimensioned Plan of Premise - A required plan of the premise shall be drawn to scale and fully dimensioned indicating the location of all structures, including sign structures, both existing and proposed to be constructed, altered or moved on the premises. The applicant shall note in writing on the plan the existing and intended use of all buildings or

the proposed activity, the size and nature of the proposed activity, the character of the premises on which the activity is proposed and of the area surrounding said premises, the obtrusiveness or non-obtrusiveness of the proposed activity on the surrounding area, and the avoidance of the creation or continuation of more or less denuded areas within view of adjacent properties or public ways. No permit shall in any case be granted on any application or for any activity which would call for the cutting or removal of any live oak tree or which might damage or injure any live oak tree.

10.9.5 Encroachment on Utilities in Conjunction with the Issuance of a Sign Permit

If the applicant's proposed activity as set forth in his permit application is, upon review, found to involve work or construction on, over or under any existing or proposed utility poles, lines, structures, servitudes or rights-of-way. The applicant shall then notify the affected utility or utilities in writing of his proposed activity and advise each such affected utility that any objections to the proposed activity must be submitted in writing to the Building Inspector within thirty (30) days of the receipt of such notice. The Building Inspector shall not issue any permit until such time as the applicant shall show that such notice has been received by each affected utility and the period for comment or objection to the proposed activity shall have expired. If a timely objection is submitted by an affected utility the Building Inspector shall not issue a permit until such time as the interposed objection shall be withdrawn. If the interposed objection shall not have been withdrawn after the lapse of forty-five (45) days of the last day for the timely submission of comments or objections, and if the interposition of said objection is the only impediment to the grant to the applicant of the requested permit, the Building Inspector shall submit the application to the CAC, which shall take appropriate action on the application in accordance with the full scope of its power and authority. If a requested permit under this ordinance is refused the Building Inspector shall so advise the applicant and shall provide the applicant with a written statement of the reason or reasons for such refusal.

10.9.6 Issuance of Permit not a Waiver

The issuance of a sign permit shall in no case be construed as a waiver of any of the provisions of this Article or of any other ordinances or regulations of the City. No permit issued for a sign shall be deemed to constitute permission or authorization to maintain an unlawful sign nor shall any permit issued constitute a defense in an action to abate an unlawful sign.

10.9.7 Commencement of Work under Sign Permit; Automatic Expiration

All permits issued under the terms of this ordinance shall expire automatically if the permitted activity or other work described in the application has not commenced within ninety (90) days from the date of the issuance of the permit and any construction or other work required under the terms of the application shall not be substantially completed within one hundred twenty (120) days of the date of issuance of the permit. The Building Inspector may, for good cause shown, grant an applicant two (2) extensions, not to exceed a total of ninety (90) days, of such periods. Any period of time in which progress on the completion of any work authorized by the permit is stayed by operation of law shall not be considered in the accrual of the periods of time for commencement and completion of permitted work.

10.9.8 Suspension or Revocation of Sign Permit

Building Inspector may, in writing, suspend or revoke a sign permit issued on the basis of a statement of material fact or fraud.

10.9.9 Required Fees for Sign Permits

1. At the time of submission of an application for a sign permit, a non-refundable plan review application fee of ten dollars (\$10.00) shall be paid.
2. When application for a permit is approved and prior to the issuance of a permit, a permit fee shall be paid based on the following schedule of rates:

a. Electrical signs:	
Up to 32 square feet	\$20.00 per face
Each square foot in excess of 32 square feet	0.50 per sq. ft.
b. Non-electrical signs:	
Up to 32 square feet	\$15.00 per face
Each square foot in excess of 32 square feet	0.50 per sq. ft.
c. Temporary signs:	
Up to 32 square feet	\$10.00 per face
Over 32 square feet	0.50 per sq. ft.
d. Street banner sign	15.00
e. Re-inspection fee (all signs)	20.00

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structures. The applicant shall also depict on the plan the location and identity of all existing or proposed utility poles, lines, structures, servitudes and rights-of-way. The applicant shall also depict and identify upon the plan any applicable greenbelts or vegetation protection zones and the location, size and type of existing trees within said greenbelts or protection zones or located elsewhere on said premises if such tree is proposed to be cut, trimmed or removed in the construction or use of the proposed sign structure or any displays exhibited thereon. Tree size shall be shown both in overall height above the ground and trunk diameter at breast height (dbh).

3. Elevations and Details

- a. Sign elevations and details - Required elevations and details, shall be drawn to scale and fully describe the dimensions, structural supports and all pertinent structural details, foundations, materials, method of attachment, conformance with wind pressure requirements and electrical wiring and components of all signs to be constructed, altered or moved sufficient to determine compliance with the provisions of this Sign Code.
- b. Building elevations - In the case of an application for a permit for an attached sign, an elevation of the building shall provide the linear footage of the facade upon which the sign or signs are proposed to be placed as well as an accurate depiction of the location and size of the proposed sign(s) and all existing signs on the facade occupied by the applicant.

10.9.3 Procedure for Issuance of Sign Permit: Required Review of Application by Community Appearance Commission; Appeals; Display of Proposed Signage pending Community Appearance Commission Review

All applications for sign permits except permits for temporary signs included with the provisions of Section 10.5.2 shall be reviewed and approved by the Community Appearance Commission (CAC) and the Building Inspector prior to the issuance of any permit.

1. Required Review - If the applicant's proposed activity as set forth in his permit application is, upon review by the Building Inspector and the CAC, found to be in conformity with the provisions of the Sign Code and of all other laws ordinances and regulations of this City then in force, the chairman of the CAC shall endorse his approval on said permit application and the Building Inspector shall issue the appropriate permit for the proposed activity. If the proposed activity is found by the CAC or by the Building Inspector to violate any provisions of this Sign Code or of any other laws, ordinances or regulations of the City then in force, the Building Inspector shall so advise the applicant in writing and the request for a permit shall be denied unless plans amended to conform to the stated codes are submitted by the applicant within thirty (30) days of the issuance by the Building Inspector of written notice of the nonconformity.
2. Appeals - If the violation or nonconformity so discovered involves a matter within the jurisdictional authority of the Zoning Board, the applicant shall then have thirty (30) days, from denial of the permit, in which to submit an amended application not in violation of said laws, ordinances or regulations or to submit to the Zoning Board an appeal of the decision of the CAC or Building Inspector or a petition for other applicable relief from the provisions of the otherwise offended law, ordinance or regulation. Timely application to the Zoning Board shall stay the denial of the sign permit application for ninety (90) days. The application shall be denied after said ninety (90) days and the requested permit refused if the applicant cannot show that all necessary relief has been granted by the Zoning Board.
3. Display of Property Signage - After review by the Building Inspector of a sign permit application found to be in conformity with the Sign Code; and when such conformity is so indicated by the initials of both the Building Inspector on the sign permit application; the activity proposed under the application, but specifically excluding the cutting or removal of trees or vegetation, may commence at the risk of the applicant prior to review and approval of the permit application by the CAC. If the CAC, after review of the application, should fail to approve the application, the applicant shall within seventy-two (72) hours of his receipt of notification of the CAC's failure to approve his application dismantle and remove all improvements made or begun under his sign permit application. Actual delivery to the address shown by the applicant in his permit application or physical posting on the site at which an applicant has commenced an activity proposed in his permit application of such notice shall constitute notification to the applicant for purpose of this Section.

10.9.4 Landscaping Requirements in Conjunction with the Issuance of a Sign Permit

If the application involves a freestanding sign, monument sign in the greenbelt or freestanding sign outside of the greenbelt or calls for the cutting or removal of any tree of a height in excess of twenty (20) feet or trunk diameter in excess of six (6) inches (dbh), the Building Inspector shall not approve the application or issue the requested permit until a landscaping plan for the proposed activity is submitted to and approved by the CAC. Such landscaping plan shall consist of a design to transition from the monument sign structure to a decorative ground cover and low planting. In reviewing such a plan, the CAC shall consider such factors as the location, type, number and size of the trees to be removed or cut, any other vegetation which would be damaged or destroyed by

f. Billboards shall pay the following fees in addition to the above fees:

Initial permit fee	\$100.00 per face
Annual renewal fee	50.00 per face
g. Murals	25.00

10.9.10 Regulations for Inspection of Signs and Issuance of Certificate of Completion

1. Upon twenty-four hour advance notice by the permit holder, the following required inspections shall be made by the Building Inspector or his designated agent:
 - a. A foundation inspection prior to pouring concrete for any approved freestanding sign.
 - b. Final electrical inspection for all electrical signs.
 - c. Final inspection for completion of sign in accordance with approved plans.
2. No structure or sign, the construction of which necessitates the issuance of a permit under the provisions of this Sign Code, shall be used or displayed until the Building Inspector shall have issued a certificate of completion stating that the construction and proposed display or other activity has been found to be in compliance with the permit issued therefore and with the provisions of this Article. Within three (3) days after notification that a structure or sign constructed under a permit issued under the terms of this Article is ready for use or display it shall be the duty of the Building Inspector to make an inspection thereof and to issue a certificate of completion if the structure and proposed use are found to conform with the plans upon which the permit was issued and to conform with the provisions of this Article. If a requested certificate of completion is refused the Building Inspector shall state in writing the reasons for that refusal and deliver those written reasons to the applicant. No permanent utilities may be permanently connected until a certificate of completion is issued.
3. A record of all certificates of completion, permits, applications sketches and plans shall be maintained in the office of the Building Inspector.

Section 10 - 10 Licensing of Sign Contractors

1. No person shall engage in any business or activity described in this Sign Code without complying with the terms of this Sign Code.
1. Every person commercially engaged in constructing, erecting, installing, maintaining or operating outdoor advertising, advertising structures, billboards, advertising signs, painted signs on structures, signboards or similar devices, whether as a primary or incidental activity, and whether or not such person is otherwise licensed by the City, shall obtain a sign contractor's license and pay a fee of one hundred fifty dollars (\$150.00) for the first year and fifty dollars (\$50.00) annually thereafter.
2. Application and Issuance - Applications for licenses shall be made to the City clerk, on forms to be provided by the clerk. If the application is accompanied by the fee provided in this Sign Code and if there is no violation of any state law or City Ordinance in the application, the license shall be issued.
3. Public Liability Insurance Required - It shall be unlawful for any person to engage in the business of constructing, erecting, installing, maintaining or operating signs within the City, unless and until such person shall have filed with the City a certificate evidencing the existence of public liability and property damage insurance issued to such person by an insurance or bonding company authorized to do business in this state in a sum of not less than three hundred thousand dollars (\$300,000.00) for bodily injury and not less than fifty thousand dollars (\$50,000.00) for damage to property in any one occurrence.

Section 10 - 11 Community Appearance Commission

The Community Appearance Commission as established under the adoption of this ordinance in 2005 as described in Section 2 herein shall participate in the Administration of the regulations of this ordinance as provided.

Section 10 - 12 Enforcement of the Provisions of the Sign Code and Penalty for Violation

10.12.1 Maintenance of Signs and Premises

1. Sign Maintenance - Each sign which has been erected in accordance with the provisions of this Sign Code shall be maintained in substantially the same condition as when the final inspection was made and the sign inspection sticker was issued. Failure to maintain the sign, including exterior painting, shall constitute a violation of this chapter. The Building Inspector may after notice to the owner and hearing before the CAC order the removal of any sign that is not maintained in accordance with the provisions of this Section. Such removal shall be at the expense of the owner or lessee.
2. Premises Maintenance - All freestanding signs and the premises surrounding them shall be maintained by the owner thereof in a clean, sanitary, and inoffensive condition, and free and clear of all obnoxious substances, rubbish and weeds.

10.12.2 Regulation of Legally Non-conforming Signs

1. Notification of Nonconformity - After November 4, 2005, the Building Inspector shall, as soon as practicable, survey the City and identify signs which do not conform to the requirements of this code. Upon determination that a sign is non-conforming, the Building Inspector shall make reasonable efforts to notify either personally or in writing the user or owner of the property on which the sign is located of the non-conforming character of the sign. If the sign owner, user, or owner of the property cannot be located, the notice may be affixed in a conspicuous place to the sign or to the business premises with which the sign is associated.
2. Signs Eligible for Characterization as "Legally Non-conforming" - Any sign located within the City limits on November 3, 2005, or located in an area annexed to the City thereafter which does not conform with the provisions of this code, is eligible for characterization as a "legally non-conforming" sign, if the sign was in compliance with all applicable laws prior to the effective date of this code or the date that the provisions of this code first became applicable to the sign. Such signs shall be affixed with a legally non-conforming sign identification sticker that shall note the date of the expiration of its non-conforming status in accordance with the provisions of Section 10.12.3 of this Sign Code.
3. Loss of Legally Non-conforming Status - A legally non-conforming sign shall immediately lose its legally non-conforming designation if:
 - a. The sign is altered in any way, which tends to make the sign less in compliance with the requirements of this code than it was before the alteration; or
 - b. The sign structure is relocated; or
 - c. The sign face (except for copy on a sign permitted as a changeable message sign) is replaced with a sign face which differs in sign message. On the happening of any one of (a), (b) or (c), the sign shall be immediately brought into compliance with this code and a new permit secured thereof, or shall be removed.
4. Maintenance and Repair of Legally Non-conforming Signs - Nothing in this Section shall relieve the owners or users of legally non-conforming signs or the owners of the property on which legally non-conforming signs are located from any provisions of this Sign Code regarding safety, maintenance and repair of signs provided, however, that any repainting, cleaning or other normal maintenance or repair of the sign or sign structure does not materially alter or modify the sign.
5. No legally non-conforming sign may be enlarged or altered in a way which would increase its nonconformity with the provisions of this Sign Code.
6. Should any legally non-conforming sign be damaged by any means to an extent of more than fifty (50%) percent of its replacement cost at time of damage, it shall not be reconstructed except in conformity with the provisions of this Article.
7. No conforming sign or sign structure shall be permitted to be erected for the same occupancy with an existing non-conforming sign until the non-conforming sign has been removed or brought into conformance with the provisions of this Article.

10.12.3 Amortization of Legally Non-conforming Signs

1. Legally Non-conforming On-Premise Signs - All legally non-conforming on-premise signs not otherwise prohibited by the provisions of this Sign Code may be continued until:
 - a. The nature of the business conducted on the premises changes in such a manner as to occasion a change in the existing sign; or
 - b. The name of the business changes or the sign is changed or modified either in shape, size or legend; or
 - c. November 4, 2012 or seven (7) years from the date that this code first becomes applicable to the sign, whichever is sooner, but only if the area of the sign exceeds by greater than fifteen (15) percent the sign area which otherwise would be applicable under the provisions of this code.
2. Legally Non-conforming Off-Premise Signs - All legally non-conforming off-premise signs not otherwise prohibited by the provisions of this Sign Code may be continued until November 12, 2012 or until seven (7) years from the date that the code first becomes applicable to the sign, whichever is sooner.

10.12.4 Permitting of Conforming Signs Erected without Permit prior to this Sign Code

The owner of a sign that is found to be in conformance with the Sign Code but which was erected without a permit may, for ninety (90) days from the effective date of the adoption of this ordinance, apply for a permit and pay all required fees and, in such case, no further penalty shall be assessed.

10.12.5 Unsafe and Unlawful Signs

1. If the Building Inspector shall find that any sign or other advertising structure regulated herein is unsafe or insecure, is a menace to the public, is abandoned or maintained in a dilapidated condition, or has been constructed or erected or is being maintained in

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- violation of the provisions of this Article, he shall give written notice to the permittee or owner thereof or, if he is unable to identify such persons, to the owner of the property on which the sign is located. If the person so notified fails to remove or alter the structure so as to comply with the provisions of this Sign Code, such sign may be removed or altered by the Building Inspector at the expense of the permittee, sign owner, or owner of the property upon which it is located. The Building Inspector shall refuse to issue a permit to any permittee or owner who refuses to pay costs so assessed. The Building Inspector may cause any sign which is an immediate peril to persons or property to be removed summarily without notice.
2. In addition to the penalties provided by Section 10.12.9 of these regulations, the provisions of this Section may be enforced and violations thereof may be abated in accordance with the provisions and procedures set forth in the Zoning Ordinances or any other applicable ordinances adopted by the City of Petal.

10.12.6 Interpretation and Application

The provisions of this ordinance are intended to supplement and to be read and applied in pari-materia with all existing laws, ordinances and regulations of this City. The provisions of this ordinance shall not be deemed to have repealed or suspended any such existing law, ordinance or regulation of this City unless such result shall have been expressly stated or be clearly intended by the context and language of the provision in question. In the event of a conflict in any particular circumstances between the provisions or requirements of this ordinance and the provisions or requirements of any other law, ordinance or regulation of this City the more restrictive provision or requirement shall apply unless a contrary application thereof is expressly directed or clearly intended by the context and language of the laws, ordinances and regulations in question.

10.12.7 Enforcement and Administration

The provisions of this ordinance shall be enforced by the police. The provisions of this ordinance shall be administered by the City Planner or, in the absence of a City Planner, by the Building Inspector. All such officers shall have the power and authority to make inspections of signs, sign structures or premises necessary to carry out their duties in the coordination and the enforcement of the provisions of this ordinance.

10.12.8 Violation

1. In case any sign structure or sign is erected or structurally altered or maintained or used in violation of the provisions of this ordinance, any proper City official or his or her duly authorized deputies or representatives may institute any appropriate action or proceedings to prevent such unlawful act or to prevent any illegal act, conduct or use in or about or concerning any such sign, sign structure or premises. Each day any such violation continues shall constitute a separate violation of this ordinance. The City Planner or Building Inspector may call upon the Chief of Police to furnish necessary personnel to carry out his orders.
2. Any resident of the community who believes that a violation of any of the provisions of this ordinance is occurring may file a written complaint with the Building Inspector. Such complaint shall fully set forth the acts or omissions constituting the alleged violation and the site or sites at which such violation or violations are alleged to be occurring. The Building Inspector shall record properly such complaint, investigate the allegations underlying said complaint, and take action on such complaint and investigation as provided by this ordinance.

10.12.9 Penalty

Any person violating any provision of this Article shall be guilty of a misdemeanor, and upon conviction shall be punished as provided for as follows:

- A A violation of any of the provisions of this ordinance may result in a civil fine of one hundred dollars (\$100.00) per day per unit for each day that such violation continues up to thirty (30) days, or the maximum amount allowed under the Mississippi Annotated Code of 1972 as amended, whichever is greater.
- B The city may file a lien against residential rural property if the owner of such property or his agent fails to pay a fine within thirty (30) days of the date in which it was imposed. The amount of the lien may be calculated on the basis of the existing fine plus associated costs including legal fees incurred in connection with this action.
- C Nothing herein shall prevent the city from seeking any other means available at law or in equity in order to enforce this ordinance's provisions.

Section 10-13 Effective Date

This Ordinance shall be take effect and be in force thirty (30) days from and after its passage.

The above and foregoing Ordinance, was first reduced to writing, and the same was then 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:

Those present and voting "AYE" and in favor of the passage, adoption, and approval of the above and foregoing Ordinance:

Alderman David Clayton
Alderman Kay Fairley
Alderman James Moore
Alderman Liess Werwer

Those present and voting "NAY" or against the passage, adoption and approval of the this 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 Liess Werwer

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 __18__ day of October, A.D., 2005.


CARL SCOTT, Mayor

(SEAL)

Attest: 
JEAN MILLER, City Clerk

EXHIBIT "P"

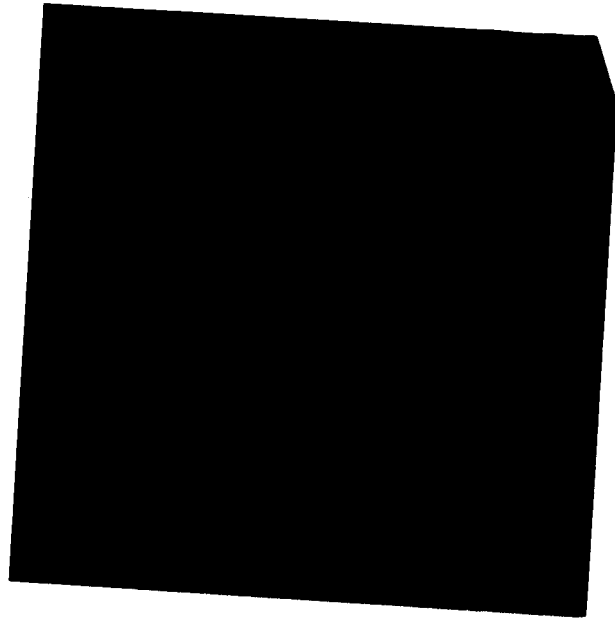


EXHIBIT "Q"

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY
DEEM IT NECESSARY TO PROMOTE JEROMY ROBB
UPON THE RECOMMENDATION OF CHIEF LEE SHELBOURN
IT IS HEREBY ORDERED THAT JEROMY ROBB BE PROMOTED TO
2ND CLASS PATROLMAN A RATE OF \$12.41 PER HOUR
EFFECTIVE OCTOBER 13, 2005, SO ORDERED ON THIS
THE 18TH DAY OF OCTOBER 2005.

EXHIBIT "R"

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY
DEEM IT NECESSARY TO RAISE THE SALARY OF THE POLICE CHIEF
IT IS HEREBY ORDERED THAT CHIEF LEE SHELBOURN BE RAISED
\$720.00 ANNUALLY TO \$35,470.00 ANNUALLY
EFFECTIVE OCTOBER 13, 2005, SO ORDERED ON THIS
THE 18TH DAY OF OCTOBER 2005.

EXHIBIT "S"

The Mayor and Board of Aldermen of the City of Petal, Mississippi (the "Governing Body" of the "City"), took up for further consideration the matter of issuing General Obligation Bonds, Series 2005 of said City in the maximum principal amount of \$5,000,000. After a discussion of the subject, Alderman CLAYTON offered and moved the adoption of the following resolution:

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS, SERIES 2005 OF THE CITY OF PETAL, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000) ADOPTED ON THE 6TH DAY OF SEPTEMBER, 2005, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST AGAINST THE ISSUANCE OF THE BONDS DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS.

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi (the "Governing Body" of the "City"), does hereby find, determine, adjudicate, and declare as follows:

1. Heretofore, on the 6th day of September, 2005, the Governing Body adopted a certain resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI (THE "CITY"), TO ISSUE GENERAL OBLIGATION BONDS, SERIES 2005, OF SAID CITY IN THE MAXIMUM PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR ERECTING MUNICIPAL BUILDINGS, COMMUNITY CENTERS, PREPARING AND EQUIPPING ATHLETIC FIELDS, AND PURCHASING BUILDINGS OR LAND THEREFOR, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME; PURCHASING LAND FOR PARKS AND PUBLIC PLAYGROUNDS, AND IMPROVING, EQUIPPING AND ADORNING THE SAME, INCLUDING THE CONSTRUCTING, REPAIRING AND EQUIPPING OF RECREATIONAL FACILITIES; PROTECTING THE CITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; AND PURCHASING FIRE-FIGHTING EQUIPMENT AND APPARATUS, AND PROVIDING HOUSING FOR SAME, AND PURCHASING LAND THEREFOR; PURCHASING MACHINERY AND EQUIPMENT WEIGHING MORE THAN TWELVE THOUSAND (12,000) POUNDS AND WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN YEARS, WHICH EXPECTED USEFUL LIFE EXCEEDS THE LIFE OF THE BONDS ISSUED TO FINANCE SUCH PURCHASE; AND FOR OTHER PURPOSES AUTHORIZED BY MISSISSIPPI CODE SECTION 21-33-301; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION" wherein the Governing Body found, determined and adjudicated that it is necessary that bonds of the City be issued in the amount, for the purpose

and secured as aforesaid, declared its intention to issue said bonds, and fixed 7:00 o'clock p.m. on October 18, 2005, as the date and hour by which any protest to be made against the issuance of such bonds was required to be filed.

2. As required by law and as directed by the aforesaid resolution, said resolution was published once a week for at least three (3) consecutive weeks in the *Petal News*, a newspaper published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to October 18, 2005, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on September 22 and 29 and October 6 and 13, 2005, as evidenced by the publisher's affidavit heretofore presented and filed.

3. On or prior to the hour of 7:00 o'clock p.m. on October 18, 2005, no written protest against the issuance of the bonds has been filed with the Clerk of the City of Petal, Mississippi; and, therefore, the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the bonds has been duly filed.

4. The Governing Body is now authorized and empowered by the provisions of Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the "Act"), to issue the hereinafter described bonds without any election on the question of the issuance thereof.

5. The amount of said bonds so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. General Obligation Bonds, Series 2005 (the "Bonds") of the City of Petal, Mississippi, are hereby authorized to be issued in the maximum principal amount of not to exceed Five Million Dollars (\$5,000,000) for the purpose of providing funds for erecting municipal buildings, community centers, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of recreational facilities; protecting the City, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; and purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment weighing more than twelve thousand (12,000) pounds and which have an expected useful life in excess of ten years, which expected useful life exceeds the life of the bonds issued to finance such purchase; and for other purposes authorized by Mississippi Code Section 21-33-301 (the "Project"). Such Bonds will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing

tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City.

SECTION 2. Said Bonds shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

Alderman FAIRLEY seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Kay Fairley	voted: <u>AYE</u>
Alderman David Clayton	voted: <u>AYE</u>
Alderman Steve Stringer	voted: <u>N/A</u>
Alderman Lissa Weaver	voted: <u>AYE</u>
Alderman James Moore	voted: <u>AYE</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 18th day of October, 2005.


MAYOR

ATTEST:


CITY CLERK

EXHIBIT "T"

The Mayor and Board of Aldermen of the City of Petal, Mississippi (the "Governing Body" of the "City"), took up for further consideration the matter of issuing Combined Water and Sewer System Revenue Bonds, Series 2005 of said City in the maximum principal amount of \$15,000,000. After a discussion of the subject, Alderman CLAYTON offered and moved the adoption of the following resolution:

A RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI, TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2005, IN THE TOTAL AMOUNT OF NOT TO EXCEED FIFTEEN MILLION DOLLARS (\$15,000,000) FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE CITY OF PETAL, MISSISSIPPI AS ADOPTED ON SEPTEMBER 6, 2005, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO PETITION OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS DESCRIBED IN SAID RESOLUTION HAS BEEN FILED; AND AUTHORIZING THE ISSUANCE OF SAID BONDS.

WHEREAS, the Mayor and the Board of Aldermen of the City of Petal, Mississippi (the "City"), acting for and on behalf of the said City, does hereby find, determine, adjudicate, and declare as follows:

1. That on September 6, 2005, the Mayor and the Board of Aldermen of the City did adopt a certain resolution entitled "A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI (THE "CITY"), DECLARING THE INTENTION OF THE CITY TO ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2005, IN A TOTAL AMOUNT OF NOT TO EXCEED FIFTEEN MILLION DOLLARS (\$15,000,000) FOR THE PURPOSE OF IMPROVING, REPAIRING, AND EXTENDING THE COMBINED WATER AND SEWER SYSTEM OF THE CITY OF PETAL, MISSISSIPPI; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION" and that as required by law and as directed by the aforesaid resolution the said resolution was published once a week for at least three (3) consecutive weeks in the *Petal News*, a newspaper published in the City of Petal and of general circulation in the City, and qualified under the laws of the State of Mississippi, and the last publication of this resolution shall be not more than ten (10) days prior to October 17, 2005, the date set forth as the deadline for the filing of objection or protest, and shall be more than ten (10) days prior to October 18, 2005, the date set forth for the meeting of the Mayor and Board of Aldermen to authorize the issuance of the bonds, said notice being published in said newspaper on September 15, 22 and 29 and October 6, 2005, as evidenced by the publisher's affidavit heretofore presented and filed; and

2. That on or prior to the hour of 5:00 o'clock p.m. on October 17, 2005, no petition signed by twenty percent (20%) of the qualified electors of the City objecting to and protesting against such bonds nor any other objection of any kind or character against the bonds described in the aforesaid resolution had been filed or presented by the qualified voters of said City.

3. The Governing Body is now authorized and empowered by the provisions of Mississippi Code 1972 Annotated, Sections 21-27-23 and 21-27-41 through 21-27-69, as amended (the "Act"), to issue the hereinafter described bonds without any election on the question of the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE BOARD OF ALDERMAN OF THE CITY OF PETAL, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Combined Water and Sewer System Revenue Bonds, Series 2005 (the "Bonds") are hereby authorized to be issued in the principal amount of not to exceed Fifteen Million Dollars (\$15,000,000) to raise money for the purpose of providing funds for improving, repairing, and extending the combined water and sewer system of the City.

SECTION 2. Said Bonds shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

Alderman WEAVER seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Kay Fairley	voted: <u>AYE</u>
Alderman David Clayton	voted: <u>AYE</u>
Alderman Steve Stringer	voted: <u>N/A</u>
Alderman Lissa Weaver	voted: <u>AYE</u>
Alderman James Moore	voted: <u>AYE</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this the 18th day of October, 2005.

Mayor
MAYOR

ATTEST:
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