

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 JUNE 20TH, 2006 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR CARL SCOTT
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER
OTHERS	CARL JOHNSTON DEBORAH REYNOLDS ALLEN FLYNT CHRIS NOBLES PARKER CHAPMAN NETTIE FARRIS AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY CITY ATTORNEY THOMAS W TYNER.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

- IX. GENERAL BUSINESS
 - 9. REQUEST TO CHANGE THE JULY 4TH BOARD MEETING TO JULY 3RD, 2006 AT 7:00 P.M.
 - 10. REQUEST TO RE-APPOINT TOMMYE CORLEY TO THE PLANNING COMMITTEE TO EXPIRE JULY 2011.
 - 11. REQUEST TO ACCEPT THE RESIGNATION OF MICHAEL PALMER IN THE FIRE DEPARTMENT EFFECTIVE JULY 8, 2006.
 - 12. REQUEST TO ACCEPT THE RESIGNATION OF DANIEL BENOIT IN THE POLICE DEPARTMENT EFFECTIVE JUNE 30, 2006
 - 13. REQUEST TO ACCEPT NEW LOGO FOR THE CITY OF PETAL
 - 14. REQUEST TO ACCEPT CHAR LAN AND WILLARD ROAD AS IS AND TO MAINTAIN THE ROADS AS DIRT ROADS
 - 15. REQUEST TO PAY INVOICE #14237 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$11,666.67 FOR SEWER AND WATER ANALYSIS
 - 16. REQUEST TO PAY INVOICE #14234 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$16,868.94 FOR CONSTRUCTION PHASE SERVICES FOR ANNEXED AREA
 - 17. REQUEST TO PAY INVOICE #26357 TO ECO-SYSTEMS, INC IN THE AMOUNT OF \$2,900.00 FOR PHASE II STORMWATER IMPLEMENTATION
 - 18. REQUEST TO PAY FINAL ESTIMATE TO SUNCOAST INFRASTRUCTURE, INC IN THE AMOUNT OF \$87,796.00 FOR EMERGENCY REPAIR FOR SEWER SYSTEM
 - 19. REQUEST TO ALLOW RESIDENTS TO LIVE IN COMMERCIAL ESTABLISHMENTS IN CO ZONING ONLY
- X. SEMINAR & TRAVEL
 - 2. REQUEST FOR JONATHAN WILDMAN TO ATTEND INVESTIGATING MALTREATED INFANTS AND TODDLERS SEMINAR TO BE HELD IN HATTIESBURG, MS JUNE 19, 2006
- XI. ORDERS & ORDINANCES
 - 1. REQUEST TO HIRE MICHAEL PALMER PART-TIME AT A RATE OF \$8.50 PER HOUR IN THE FIRE DEPARTMENT
 - 2. REQUEST TO HIRE BENJAMINE TOWNSEND AS FULL TIME FIREFIGHTER AS 2ND CLASS FIREFIGHTER AT A RATE OF \$10.10 PER HOUR

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING CHANGES. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY

ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MINUTES OF THE REGULAR MEETING OF JUNE 6, 2006 AND THE SPECIAL MEETING OF JUNE 12, 2006

THEREUPON, ALDERMAN MOORE MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF JUNE 6, 2006 AND THE SPECIAL MINUTES OF JUNE 12, 2006 BE ADOPTED AS WRITTEN. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

WHEREAS, MAYOR SCOTT PRESENTED BIDS ON EMERGENCY REPAIR OF LIFT STATIONS.

SEE EXHIBIT "A"

TABULATION OF BIDS

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE BID FROM C J MORGAN IN THE AMOUNT OF \$458,124.10 FOR THE EMERGENCY REPAIR OF LIFT STATIONS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED APPLICATION #1 FROM LEE'S ELECTRIC CO, INC IN THE AMOUNT OF \$247,019.00 FOR SPORTS LIGHTING IMPROVEMENTS AT ROBERT E RUSSELL SPORT COMPLEX.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY APPLICATION #1 TO LEE'S ELECTRIC CO, INC IN THE AMOUNT OF \$247,019.00 FOR SPORTS LIGHTING AT ROBERT E RUSSELL SPORT COMPLEX. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE CONTRACT BETWEEN THE CITY OF PETAL AND THE PETAL SCHOOL DISTRICT FOR THE SENIOR CITIZEN MEAL PROGRAM.

SEE EXHIBIT "B"

SR. CITIZEN MEAL CONTRACT

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE FOREGOING CONTRACT. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO TERMINATE JOE HOPPER FOR NOT SHOWING UP FOR WORK IN A WEEK, PER SANITATION DEPARTMENT DALE NUTTING.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO TERMINATE JOE HOPPER IN THE SANITATION DEPARTMENT UPON THE RECOMMENDATION OF SANITATION SUPERVISOR DALE NUTTING EFFECTIVE JUNE 15, 2006. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO REZONE WAT-LEE PROPERTY LOCATED ON HILLCREST LOOP FROM RF(RURAL FRINGE) TO R-1 (LOW DENSITY RESIDENTIAL DISTRICT).

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RECOMMENDATION FROM THE PLANNING COMMISSION TO REZONE WAT-LEE PROPERTIES ON HILLCREST LOOP FROM RF (RURAL FRINGE) TO R-1 (LOW DENSITY RESIDENTIAL DISTRICT). ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROOFS OF PUBLICATION:

- A. PUBLIC NOTICE-ZONING HEARING 509 S MAIN STREET
- B. PUBLIC NOTICE-HAZARD MITIGATION PLANNING
- C. NOTICE TO BIDDERS-LIFT STATION REHABILITATION

THEREUPON, ALDERMAN MOORE MADE A MOTION THAT THE FOREGOING BE ACCEPTED AND FILED. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MAY 2006.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF MAY 2006. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM NOBLES AUTO PARTS TO VACATE ALLEY IN BLOCK 2 OF THE J B MERKEL SUBDIVISION.

SEE EXHIBIT "C"

LETTER TO VACATE PROPERTY

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE NOBLES AUTO PARTS TO VACATE THE ALLEY IN BLOCK 2 OF THE J B MERKEL SUBDIVISION. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM NOBLES AUTO PARTS TO ESTABLISH A NEW ALLEY AND DEED AN ALLEY BACK TO THE CITY OF PETAL.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE NOBLES AUTO PARTS TO ESTABLISH A NEW ALLEY BETWEEN OAK STREET AND PINE STREET AND TO DEED IT TO THE CITY OF PETAL. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO CHANGE THE JULY 4TH BOARD MEETING DUE TO IT BEING A HOLIDAY.

THEREUPON, MOORE MADE A MOTION TO CHANGE TO JULY 4TH BOARD MEETING TO JULY 3RD AT 7:00 P.M. IN THE BOARDROOM. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO RE-APPOINT TOMMYE CORLEY TO THE PLANNING COMMITTEE FOR A TERM TO EXPIRE JULY 2011.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO RE-APPOINT TOMMYE CORLEY TO THE PLANNING COMMITTEE FOR A TERM TO EXPIRE JULY 2011. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE RESIGNATION OF MICHAEL PALMER IN THE FIRE DEPARTMENT EFFECTIVE JULY 8, 2006

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE RESIGNATION OF MICHAEL PALMER IN THE FIRE DEPARTMENT EFFECTIVE JULY 8, 2006. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE RESIGNATION OF DANIEL BENOIT IN THE POLICE DEPARTMENT EFFECTIVE JUNE 30, 2006

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE RESIGNATION OF DANIEL BENOIT FROM THE POLICE DEPARTMENT EFFECTIVE JUNE 30, 2006. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A LOGO FOR THE CITY OF PETAL

SEE EXHIBIT "D"

CITY OF PETAL LOGO

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE NEW LOGO FOR THE CITY OF PETAL. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT CHAR LANE AND WILLARD ROAD AS IS AND TO MAINTAIN THE ROADS AS DIRT ROADS CONTINGENT UPON DEED OF PROPERTY OWNERS.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT CHAR LANE AND WILLARD ROAD AS CITY STREETS AND FOR THEM TO REMAIN AS DIRT ROADS AND FOR THE CITY TO MAINTAIN THEM CONTINGENT UPON RECEIVING DEED FROM PROPERTY OWNERS. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #14237 FROM SHOWS, DEARMAN, & WAITS, INC IN AMOUNT OF \$11,666.67 FOR WATER AND SEWER ANALYSIS

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14237 FROM SHOWS, DEARMAN, & WAITS, INC IN AMOUNT OF \$11,666.67 FOR SEWER AND WATER ANALYSIS. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #14234 FROM SHOWS, DEARMAN, & WAITS, INC IN AMOUNT OF \$16,868.94 FOR CONSTRUCTION PHASE SERVICES FOR ANNEXED AREA

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14234 FROM SHOWS, DEARMAN, & WAITS, INC IN AMOUNT OF \$16,868.94 FOR CONSTRUCTION PHASE SERVICES FOR ANNEXED AREA. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #26357 FROM ECO-SYSTEMS, INC IN AMOUNT OF \$2,900.00 FOR PHASE II STORM WATER IMPLEMENTATION

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #26357 FROM ECO-SYSTEMS, INC IN AMOUNT OF \$2,900.00 FOR PHASE II STORMWATER IMPLEMENTATION. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FINAL PAYMENT TO SUNCOAST INFRASTRUCTURE, INC IN THE AMOUNT OF \$87,796.00 FOR EMERGENCY REPAIR FOR SEWER SYSTEM

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE FINAL INVOICE FROM SUNCOAST INFRASTRUCTURE, INC IN THE AMOUNT OF \$87,796.00 FOR EMERGENCY REPAIR FOR SEWER SYSTEM. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ALLOW RESIDENTS TO RESIDE IN A COMMERCIAL ESTABLISHMENT IN A CO (COMMERCIAL OFFICE) ZONE ONLY.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ALLOW RESIDENTS TO RESIDE IN COMMERCIAL ESTABLISHMENT IN CO (COMMERCIAL OFFICE) ZONE ONLY. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR JAMES KNIGHT, ANIMAL WARDEN, TO ATTEND THE SEMINAR ON INVESTIGATING ANIMAL CRUELTY IN PEARL, MS AUGUST 14, 2006.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE JAMES KNIGHT, ANIMAL WARDEN TO ATTEND THE SEMINAR ON INVESTIGATING ANIMAL CRUELTY IN PEARL, MS AUGUST 14, 2006. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR DETECTIVE JONATHAN WILDMAN TO ATTEND INVESTIGATING MALTREATED INFANTS AND TODDLERS SEMINAR TO BE HELD IN HATTIESBURG, MS JUNE 19, 2006.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE DETECTIVE JONATHAN WILDMAN TO ATTEND THE INVESTIGATING MALTREATED INFANTS AND TODDLERS SEMINAR IN HATTIESBURG, MS ON JUNE 19, 2006. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING A PART-TIME FIREFIGHTER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A PART-TIME FIREMAN.

IT IS HEREBY ORDERED THAT MICHEAL PALMER BE HIRED AS A PART TIME FIREFIGHTER IN THE FIRE DEPARTMENT AT A RATE OF \$8.50 PER HOUR EFFECTIVE JULY 9, 2006.

SO ORDERED ON THIS THE 20TH DAY OF JUNE, 2006.

THEREUPON, ALDERMAN STRINGER MADE AMOTON 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING A FULL TIME FIREFIGHTER

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A FULL TIME FIREFIGHTER IN THE FIRE DEPARTMENT.

IT IS HEREBY ORDERED THAT BENJAMINE TOWNSEND BE HIRED AS A FULL TIME 2ND CLASS FIREFIGHTER AT A RATE OF \$10.10 PER HOUR EFFECTIVE JULY 9, 2006.

SO ORDERED ON THIS THE 20TH DAY OF JUNE, 2006.

THEREUPON, ALDERMAN FAIRLEY 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 STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO APPROVE TUESDAY, JULY 4TH, 2006, AS A LEGAL HOLIDAY FOR THE ELIGIBLE EMPLOYEES.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO APPROVE TUESDAY, JULY 4TH, 2006 AS A LEGAL HOLIDAY FOR THE ELIGIBLE EMPLOYEES. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON

ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING CERTIFICATE OF
RECOGNITION FOR HOLLI QUIROZ

SEE EXHIBIT "E"

CERTIFICATE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING
CERTIFICATE. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROCLAMATION

SEE EXHIBIT "F"

PROCLAMATION
SCHOOL BOND

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT PROJECT
#280350552/280350553 FOR CENTRE CIRCLE AND ROSEWOOD FROM UNITED STATES
DEPARTMENT OF AGRICULTURE

SEE EXHIBIT "G"

USDA
PROJECT

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE FEDERAL
CONTRACT FROM UNITED STATES DEPARTMENT OF AGRICULTURE. ALDERMAN MOORE
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

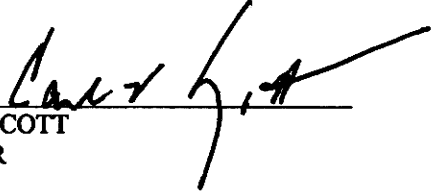
THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREBEING NO FURTHER BUSINESS OF THE REGULAR MEETING OF THE MAYOR
AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON
THIS THE 20TH DAY OF JUNE, 2006.



CARL SCOTT
MAYOR

(SEAL)

ATTEST:



JEAN ISHEE
CITY CLERK

EXHIBIT "A"

SITE #15- Bryant and Old Richton					
Item No.	Item Description	Quantity	Unit	Unit Price	Amount
15-1	3 h.p. Pumps (Complete in Place)	2	Each	\$16,573.10	\$33,146.20
15-2	Control Panel	1	Each	\$28,804.68	\$28,804.68
15-3	Emergency Bypass Pumping	0	Daily	\$250.00	\$0.00
Subtotal					\$61,950.88
					\$77,000.00

SITE #23- Lagoon Pump Station					
Item No.	Item Description	Quantity	Unit	Unit Price	Amount
23-1	90 h.p. Pumps (Complete in Place)	4	Each	\$33,172.70	\$132,690.80
23-2	Control Panel	1	Each	\$55,017.70	\$55,017.70
23-3	Emergency Bypass Pumping	0	Daily	\$2,000.00	\$0.00
Subtotal					\$187,708.50
					\$208,000.00

TOTAL BID: \$468,124.10

This is to certify that I have checked the tabulation of the bids received by the City of Petal on June 9, 2006 and that said tabulation is true and correct to the best of my belief.

Shows, Dearman & Walls, Inc.

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

BID TABULATION
CITY OF PETAL

C. J. Morgan
282 Eastonville Road
Hattiesburg, MS 39401

Hemphill Construction
P.O. Drawer: 878
Florence, MS 39073

SITE #1- W. 7TH & SHORT FORD					
Item No.	Item Description	Quantity	Unit	Unit Price	Amount
1-1	25 h.p. Pumps (Complete in Place)	2	Each	\$25,347.43	\$50,694.86
1-2	Control Panel	1	Each	\$33,988.10	\$33,988.10
1-3	Emergency Bypass Pumping	0	Daily	\$400.00	\$0.00
Subtotal					\$84,682.96
					\$98,000.00

SITE #5- N. George @ Cherry					
Item No.	Item Description	Quantity	Unit	Unit Price	Amount
5-1	3 h.p. Pumps (Complete in Place)	2	Each	\$16,573.10	\$33,146.20
5-2	Control Panel	1	Each	\$28,804.68	\$28,804.68
5-3	Emergency Bypass Pumping	0	Daily	\$250.00	\$0.00
Subtotal					\$61,950.88
					\$77,000.00

SITE #13- Maryhryn and Old Richton					
Item No.	Item Description	Quantity	Unit	Unit Price	Amount
13-1	3 h.p. Pumps (Complete in Place)	2	Each	\$16,573.10	\$33,146.20
13-2	Control Panel	1	Each	\$28,804.68	\$28,804.68
13-3	Emergency Bypass Pumping	0	Daily	\$250.00	\$0.00
Subtotal					\$61,950.88
					\$77,000.00

Petal School District

OFFICE OF SUPERINTENDENT
P. O. DRAWER 523
PETAL, MISSISSIPPI 39465
PHONE (601) 545-3002
FAX (601) 564-4700

CHILD NUTRITION DEPARTMENT
PEGGY JAMES, DIRECTOR
PHONE (601) 545-3020
FAX 601-562-4646

June 2, 2006

Carl Scott, Mayor
City of Petal
P.O. Box 564
Petal, Mississippi 39465


RE: Senior Citizen's contract 2006 - 2007 school year

Dear Mayor Scott:

The Petal School District/Child Nutrition Department contracts for senior citizen's meals for the 2006 - 2007 school year are enclosed. The price of the meals served on Wednesdays and Fridays at W.L. Smith Elementary will be three dollars (\$3.00) per plate.

Please return two (2) copies of the contract with original signatures to be submitted to the State Department of Education. If any additional information is needed please feel free to contact my office.

Sincerely,


Peggy James
Child Nutrition Director

PJ/rk
Enclosures (3)

Cc: file copy

HEALTHY CHILDREN READY TO LEARN

AGREEMENT FOR SENIOR CITIZEN MEALS

This agreement is made and entered into by and between:
THE PETAL SCHOOL DISTRICT CHILD NUTRITION DEPARTMENT
AND
THE CITY OF PETAL

The PETAL SCHOOL DISTRICT agrees to the following regulations for serving lunches to SENIOR CITIZENS of Petal, and the CITY OF PETAL further agrees to the following regulations for reimbursement and payment for said SENIOR CITIZENS lunches.

The aforementioned regulations are as follows:
SENIOR CITIZENS meals will be served on Wednesday and Friday of each school session week except on specified school holidays. Said meals will be served at W L Smith Elementary School by the cafeteria staff.

SENIOR CITIZENS meals will be served by the PETAL SCHOOL DISTRICT beginning promptly at 10:00 a.m. on said days and those SENIOR CITIZENS participating will be completed with their meals before student serving time at 10:40 a.m. SENIOR CITIZENS participating will be responsible for picking up their lunch trays at the service line and removing the lunch trays upon completion of their meals.


SENIOR CITIZENS menus will be the same as those served to the students of the PETAL SCHOOL DISTRICT. Said meals will meet the requirements as to nutritive value and content pursuant to the provisions of the Child and Adult Food Care Program Regulations.

THE PETAL SCHOOL DISTRICT will submit a monthly billing to the CITY OF PETAL for the total number of SENIOR CITIZENS meals served during the specified month. A meal count will be conducted at the point of service of each meal. The rate for reimbursement to the PETAL SCHOOL DISTRICT is set at Three dollars (\$3.00) per SENIOR CITIZEN meal served. The CITY OF PETAL will pay two dollars (\$2.00) and each SENIOR CITIZEN will pay one dollar (1.00) per SENIOR CITIZEN meal. The CITY OF PETAL will reimburse the PETAL SCHOOL DISTRICT in accordance with said billed statement within ten (10) working days upon receipt of said statement of payment.

This agreement shall be effective from July 1, 2006 until May 25, 2007; it may be terminated by either party if at least 30 days notice is given in writing prior to the date of termination.

This agreement is witnessed and agreed upon by:


PETAL SCHOOL OFFICIAL


CITY OF PETAL OFFICIAL

Superintendent _____ Date _____
Title _____

Mayor _____ Date _____
Title _____

EXHIBIT "C"



FLYNT AND ASSOCIATES, PLLC
PROFESSIONAL SURVEYORS
MISSISSIPPI, LOUISIANA AND ALABAMA
511 SOUTH MAIN STREET
PETAL, MS 39465-2203



R. Allen Flynt, P.L.S.
O. Ray Swilley, P.L.S.



PHONE: (601) 582-1818
FAX: (601) 582-1839
e-mail: aflynt@netdoor.com

June 13, 2006

Honorable Carl Scott
Mayor, City of Petal
& Alderman and Alderwomen

RE: Nobles Auto Parts Vacated Alley and New Establishment of a Replacement Alley

Dear Ladies & Gentlemen,

Please consider this letter as our official request to vacate the 12 foot alley lying between Lots 1, 2 & 3 on the north side and Lot 4 of the south side and accept in return a new 12 foot alley being the south 12 feet of the north 40 feet of Lot 5 all being in Block 2 of the J.B. Merkel Subdivision, Petal, Forrest County, Mississippi.

For a better explanation, attached please find 10 sets of the following for distribution:

- 1) A scanned portion of the 1907 J.B. Merkel Subdivision plat on which we have marked the existing and new alley locations.
- 2) A copy of Flynt & Associates' survey #N12206-2 which shows the existing and new alley locations and the entire Nobles Auto Parts property.
- 3) A copy of Flynt & Associates' survey #N12206-1 which is a plat of the new alley along with a legal description of same.

It is my understanding with confirmation through consultation with the Honorable Tom Tyner that when an alley is vacated that the adjoining property owners' receive 1/2 of the alley. Therefore the Nobles' will receive all of the south 1/2 and the east 1/2 of the north 1/2 and the Hayes' will receive the west 1/2 of the north 1/2. However, the Nobles will in turn deed an entire new 12 foot alley back to the City of Petal.

The reason for this request is that Nobles Auto Parts has purchased all of Lot 4 and the north 40 feet of Lot 5 and would like to extend the rear of this building for an expansion and also include more parking. It is our sincere hope that you will approve our request which will allow their plans to proceed.

As always thank you for your time and effort toward the process of this request.

If you should have any questions please feel free to contact me.

Respectfully,
Flynt & Associates Land Surveyors

R. Allen Flynt, PLS
Owner

cc: Ryan Nobles

REDUCED COPY



(IN FEET)
1 inch = 30 ft.

LEGEND

CERTIFICATE THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE PROPERTY LINES SHOWN ON

NOBLES AUTO PARTS

EXHIBIT "D"



EXHIBIT "E"

CERTIFICATE OF

RECOGNITION

THE CITY OF PETAL WISHES TO RECOGNIZE

HOLLI QUIROZ

FOR OUTSTANDING ACHIEVEMENT AS GOVERNOR OF THE
59TH MISSISSIPPI GIRLS' STATE CONFERENCE

PRESENTED THIS THE 18TH DAY OF AUGUST, 2006

CARL L. SCOTT, MAYOR

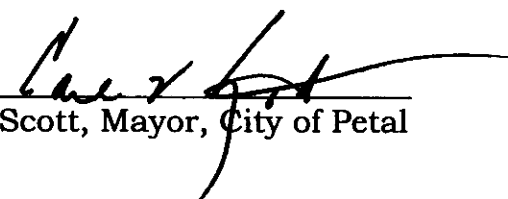
EXHIBIT "F"

PROCLAMATION
CITY OF PETAL BOARD OF ALDERMEN SUPPORT THE PETAL
SEPARATE SCHOOL DISTRICT 2006 BOND ISSUE

Whereas, the Petal Separate School District has deemed it necessary to issue a bond in order to improve the education of our children;

Whereas, Petal City Officials recognize the efforts of the school district to raise funds and promote the education of our children, thereby improving the quality of life for those children.

Therefore, I, Carl Scott, in recognition and in honor of the Petal Separate School District and their value to the residents of Petal, do hereby proclaim support for the bond issue from the Mayor and Board of Aldermen of the City of Petal.



Carl Scott, Mayor, City of Petal



CITY OF PETAL

POST OFFICE BOX 564
PETAL, MISSISSIPPI 39465
(601) 545-1776
FAX NO. (601) 545-6685

June 23, 2006

Ms. Verlene Ratliff
Contract Specialist
USDA-Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, MS 39201

Subject: Moving Utilities
Center Circle and Rosewood
DSR 2810350552 and 280350553
Forrest, MS

Ratliff,

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.

Sincerely,

Handwritten signature of Carl Scott

Carl Scott
Mayor

CITY OF PETAL
CITY CLERK
CITY ATTORNEY

CITY OF PETAL
MINUTE BOOK 26

EXHIBIT

CHARLES ALLMAN
LOUIE F. RUFFIN
DAVID CLAYTON
KAY FAIRLEY
JAMES MOORE
STEVE STRINGER
LIESA WEAVER
ALDENISH
JEAN ISHEE
CITY CLERK
THOMAS W. TYNER
CITY ATTORNEY

AULTMAN, TYNER & RUFFIN, LTD.

315 HEARSHALL STREET
POST OFFICE DRAWER 750
HATTIESBURG, MISSISSIPPI 39402-0750
TELEPHONE
(601) 545-2871
FAX # (601) 545-2877
E-MAIL: aultr@aultman-tyner.com
June 28, 2006

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OTHER OFFICES
1801 31st AVENUE
PORT OFFICE BOX 807
GULFPORT, MISSISSIPPI 39502
(601) 865-8813
FAX # (601) 865-8803
HERTZ TEXACO CENTER
405 POYORAS STREET, SUITE 1000
NEW ORLEANS, LOUISIANA 70130
(504) 586-9618
FAX # (504) 586-9640
TEMPORARY OFFICE
3232 SOUTH SHERWOOD FOREST BLVD.
SUITE 504
BATON ROUGE, LOUISIANA 70818
(225) 386-0161
FAX # (225) 386-7668

USDA, Natural Resources Conservation Service
Suite 1321, Federal Building
100 West Capitol Street
Jackson, Mississippi 39269

RE: ADS- Centre Circle and Rosewood
Petal, Forrest County, Mississippi

TITLE OPINION

As attorney for and on behalf of the City of Petal, Mississippi, I, Thomas W. Tyner, do hereby certify that I have examined the real property instruments and files that relate to the right-of-way of the sponsors to enter upon, construct, and operate and maintain the works of improvement above, and find them to provide adequate title, right, permission, and authority for the purpose for which these instruments were acquired.

Handwritten signature of Thomas W. Tyner
ATTORNEY

DATE 6-28-06

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. 812) 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 change employees; (ii) All indirect change employees unless their impact or directly engaged in the performance of work under 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;
(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 (e), (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 301R) (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.

(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 301T)

(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

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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 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 collocated 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 301S, 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 Circulars.

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CITY OF PETAL
MINUTE BOOK 26
EXHIBIT "G"

(d) Have not within a three-year period preceding this application/proposal had 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, the 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-8(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 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.

(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)

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Watershed: City of Petal

OPERATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT made on _____ is between the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter referred to as the Service, and the following organization(s), hereinafter referred to as the Sponsor(s):

City of Petal

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization on Centre Circle and Rosewood, City of Petal, MS.

I. OPERATIONS

A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:

1. In compliance with applicable Federal, State and local laws;
2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);
3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;
4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.

B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.

C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.

D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public prices with are reasonable and compatible with prices for similar services and commodities the area served by the measure.

II. MAINTENANCE

A. The Sponsor(s) will:

1. Be responsible for and promptly perform or have performed without cost to the Service all maintenance of the measures determined by either the Sponsor(s) or the Service to be needed.
 2. Obtain prior Service approval of all plans, designs and specifications for maintenance work.
- B. The Service will upon request of the Sponsor(s) and to the extent that its resources will permit, provide consultative assistance in the maintenance of the measure(s).

VIII. GENERAL

CITY OF PETAL The Sponsor(s) will:

MINUTE BOOK 26.

Prohibit the installation of any structure or facilities that will interfere with the operation or maintenance of the project measures.

EXHIBIT "C"

2. Obtain prior Service approval of the plans and specifications for any alteration or improvement to the structural measures.
 3. Obtain prior Service approval of any agreement to be entered into with other parties for the operation or maintenance of all or any part of the agreement after it has been signed by the Sponsor(s) and the other party.
- B. Service personnel will be provided the right to free access to the project measures at any reasonable time for the purpose of carrying out the terms of this agreement.
- C. The responsibilities of the Sponsor(s) under this agreement are effective simultaneously with the acceptance of the project measures in whole or part.
- D. Comply with the attached PROPERTY MANAGEMENT STANDARDS.

III. REPLACEMENT

- A. The Sponsor(s) will be responsible for the replacement of parts or portions of the measure(s) which has a physical life of less duration than the evaluated life of the measure(s).
- B. The Service will upon request of the Sponsor(s), provide consultative assistance in the replacement of measure parts or portions.

IV. PLAN OF OPERATION AND MAINTENANCE

The Service and the Sponsor(s) will prepare a detailed plan of operation and maintenance for each measure covered by the agreement. More than one measure may be included in a single plan provided that the measures are sufficiently similar to warrant such action. Each such plan shall be attached to become a part of the agreement.

V. INSPECTIONS AND REPORTS

- A. The sponsor(s) will inspect the measures at least annually and after each major storm or occurrence of any unusual conditions that might adversely affect the measure(s).
- B. The Service or Federal land administering agency may inspect the measures at any reasonable time during the period covered by this agreement. At the discretion of the State Conservationist, Service personnel may assist the Sponsor(s) in their inspection.
- C. A written report will be made of each inspection. A copy of each report will be provided by the inspecting party to the other party within ten days of the date on which the inspection was made. The report will describe the conditions found and list any corrective action needed with a time frame to complete each action.

VI. TIME OF RESPONSIBILITY

The Sponsor(s)' responsibility for operation and maintenance begins when a part of or all of the work if installing a measure is completed and accepted or is determined complete by the Service. This responsibility shall continue until the expiration of the evaluated life of all the installed project measures. This does not relieve the Sponsor(s)' liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

The Sponsor(s) will maintain in a centralized location a record of all inspections and significant actions taken, cost of performance and completion date with respect to operation, maintenance and replacement. The Service may inspect these records at any reasonable time during the term of the agreement.

Name of Sponsor: City of Petal

By: [Signature] Title: Mayor

This action was authorized at an official meeting of the Sponsor named immediately above on June 20, 2006 at Board meeting

Attest: [Signature] Title: City Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____

OPERATION AND MAINTENANCE PLAN
City of Petal
Centre and Rosewood

I. Operation

The Sponsors will operate this measure in accordance with the terms of the Operation and Maintenance Agreement. This includes the administration, management, and performance of nonmaintenance actions needed to keep completed works of improvement functioning as planned.

II. Maintenance

A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.

B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.

1. Vegetation

- a. Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.
- b. Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.
- c. Fertilize vegetation as required to maintain a vigorous stand.
- d. Control grazing to insure proper vegetative cover.
- e. Mow grass at regular intervals to maintain optimum cover.

2. Channels - lined and unlined

- a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.
- b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.
- c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.
- d. Keep access roads for maintenance and maintenance travelways in usable condition.
- e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.
- f. Renovate channel banks damaged by storm flow.
- g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.

C. The estimated average annual cost of providing the necessary maintenance for this measure is \$200.00. Funds to finance this cost will be provided by the City of Petal, from general tax revenues.

D. The City of Petal will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

The City of Petal with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.

E. The measure will be inspected at least annually and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the measure. Annual inspections will be performed during the month of July. Annual and special inspections will include but not be limited to an examination of the following items.

1. Stability of channel grades and side slopes

CITY OF PETAL
MINUTE BOOK 26

ASSURANCES RELATING TO
REAL PROPERTY ACQUISITION

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EXHIBIT "G"

- 2. Excessive sedimentation
 - 3. Condition of rip-rapped areas
 - 4. Obstructions and undesirable vegetative growth
 - 5. Scour at bridge piers, abutments and other adjacent property
 - 6. Severity of erosion of berms and undesirable vegetative growth
 - 7. Condition of cleared and snagged areas
 - 8. Condition of fences and gates
- F. A written report will be made of each inspection as provided in the O&M Agreement. A follow-up report will be provided when all corrective action has been accomplished.
- G. The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.
- H. Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary. At this time, he will so notify the Sponsor in writing. This notice will constitute an amendment to the Plan.
- I. Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook. The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects. The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner.

- 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 DSR 280350552 and 280350553 - City of Petal
Identity of improvement or development: Erosion Control
Location City of Petal, Forrest County, MS
- 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.

City of Petal
(Name of Sponsor)

By: [Signature]
Title: Mayor
Date: 6-29-06

This action is authorized at an official meeting
of the Mayor & Board of Aldermen
on 20 day of June, 2006
State of Mississippi

Attest [Signature]
(Name)
City Clerk
(Title)

STATE MISSISSIPPI
EWP City of Petal KATRINA

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
Federal Contract

THIS AGREEMENT is 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. It is effective upon signatures of both parties.

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 \$175,000.00. The purpose of these projects is to assist the sponsor in Erosion Control in Petal, Forrest County, Mississippi.
- | | | |
|----------|------------------|---------------------|
| DSR No.: | <u>280350552</u> | \$ <u>87,500.00</u> |
| | <u>280350553</u> | <u>87,500.00</u> |
- 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).

EXHIBIT "G"

- 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.
- Review and approve plans for constructing the emergency watershed protection measures described in Section A.
- 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 \$ 175,000.00.

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 Sponsor 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.

- 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 Sponsor. They also shall not assist the Sponsor or any person associated with the Sponsor 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 Sponsor or any person associated with the Sponsor concerning future employment and shall refrain from participation in efforts regarding the Sponsor until approved by NRCS.
- 8. No member 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: City of Petal _____
 By: _____ (Signature)
 Title: _____
 Date: _____

This action authorized at an official meeting of _____ on the 20 day of _____, 2006 at _____, State of Mississippi.
 _____ (Signature)
 _____ (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____
 Title: _____
 Date: 6-29-06

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
Federal Contract

CITY OF PETAL
MINUTE BOOK 26

EXHIBIT "G"

THIS AGREEMENT is by and between the the City of Petal hereinafter called the Sponsor; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called NRCS. It is effective upon signatures of both parties.

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 \$175,000.00. The purpose of these projects is to assist the sponsor in Erosion Control in Petal, Forrest County, Mississippi.

DSR No.:	280350552	\$ 87,500.00
	280350553	87,500.00

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. 100
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 \$ 175,000.00.

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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 Sponsor 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 Sponsor. They also shall not assist the Sponsor or any person associated with the Sponsor 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 Sponsor or any person associated with the Sponsor concerning future employment and shall refrain from participation in efforts regarding the Sponsor 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.

- 4 -

This agreement is approved and duly executed hereto:

EXHIBIT "G"

Sponsor: City of Petal _____

This action authorized at an official meeting of _____ on the 20 day of June, 2006 at _____

By: _____
(Signature)

_____ State

Title: _____

of Mississippi.

Date: _____

[Signature]
(Signature)

City Clerk
(Title)

**UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE**

: [Signature]

Title: Manager

Date: 6-29-06

THIS

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