

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 19, 2007 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR CARL SCOTT
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS	B C LEWIS BUDDY REYNOLDS ALLEN FLYNT ANDREW WILLIAMS PENNY LUCKEL AND MANY MORE

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

THE INVOCATION WAS OFFERED BY B J AULTMAN.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

- IX. GENERAL BUSINESS
 - 32. REQUEST TO PAY INVOICES #11036,11144,11204 AND 11409 IN THE AMOUNT OF \$3,000.14 FOR REPAIR TO PUMP STATIONS.
- XII. RESOLUTIONS & ORDINANCES
 - 1. REQUEST TO ADOPT RESOLUTION FOR EMINENT DOMAIN.

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
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MINUTES OF THE REGULAR MEETING OF JUNE 5, 2007.

THEREUPON, ALDERMAN STRINGER MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF JUNE 5, 2007 BE ADOPTED AS WRITTEN. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT CALLED FOR PUBLIC COMMENT.

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ADVERTISE FOR BIDS FOR VACUUM TRAILER.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR VACUUM TRAILER. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT QUOTE FROM ADVANCE ACOUSTIC IN THE AMOUNT OF \$1,365.00 FOR INSTALLATION OF CEILING TILES AT FIRE STATION #1.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE QUOTE FROM ADVANCE ACOUSTIC IN THE AMOUNT OF \$1,365.00 FOR INSTALLATION OF CEILING TILES AT FIRE STATION #1, AND AUTHORIZE THE CITY CLERK TO PAY THE INVOICE UPON COMPLETION OF WORK. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT QUOTE FROM INTERIOR SUPPLY IN THE AMOUNT OF \$2,100.00 FOR TILES AND SUPPLIES TO COMPLETE CEILING IN FIRE STATION #1.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE QUOTE FROM INTERIOR SUPPLY IN THE AMOUNT OF \$2,100.00 FOR TILES AND SUPPLIES TO COMPLETE CEILING AT FIRE STATION #1 AND AUTHOIRZE THE CITY CLERK TO PAY INVOICE UPON COMPLETION. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ADVERTISE FOR BIDS ON SEWER EXTENSION FOR SOUTH BEECH LANE.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS ON SEWER EXTENSION FOR SOUTH BEECH LANE. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE RECOMMENDATION FROM SHOWS,
DEARMAN, AND WAITS, INC FOR BIDS ON REHABILITATION OF E 8TH AVENUE BRIDGE.

SEE EXHIBIT "A"

BIDS
E 8TH AVENUE BRIDGE

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE BID FROM
TANNER CONSTRUCTION IN THE AMOUNT OF \$88,730.00 FOR REHABILITATION OF E 8TH
AVENUE BRIDGE. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM TOM HARDGES,
RECREATION SUPERVISOR, TO PURCHASE EXMARK ZERO TURN MOWER AT STATE
CONTRACT PRICE.

SEE EXHIBIT "B"

EXMARK ZERO TURN MOWER
STATE CONTRACT

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE STATE
CONTRACT PRICE OF \$7,468.23 FROM UNDERWOOD SMALL ENGINES FOR EXMARK ZERO
TURN MOWER. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO MAKE APPLICATION FOR
HAZARD MITIGATION GRANT.

SEE EXHIBIT "C"

HAZARD MITIGATION GRANT

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE MAYOR
TO EXECUTE THE APPLICATION FOR HAZARD MITIGATION GRANT. ALDERMAN FAIRLEY
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY
ALDERMAN JAMES MOORE

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ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE IN THE AMOUNT OF \$1,450.00 TO STAN LIGHTSEY FOR APPRAISAL OF 100 ALBERT ST IN ACCORDANCE WITH CHAPPELL HILL BRIDGE REPAIR.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE IN THE AMOUNT OF \$1,450.00 TO STAN LIGHTSEY FOR APPRAISAL OF 100 ALBERT STREET IN ACCORDANCE WITH CHAPPELL HILL BRIDGE REPAIR. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #268393 FROM WES LOPER IN THE AMOUNT OF \$264.61 FOR DRAIN REPAIR AT CITY BALL PARK.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #268393 TO WES LOPER IN THE AMOUNT OF \$264.61 FOR DRAIN REPAIR AT CITY BALL PARK. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE CONTRACT WITH PETAL SCHOOL DISTRICT FOR SENIOR CITIZENS MEALS FOR FY2007-2008.

SEE EXHIBIT "D"

PETAL SCHOOL DISTRICT
SENIOR CITIZENS MEALS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE TO CONTRACT BETWEEN PETAL SCHOOL DISTRICT AND CITY OF PETAL FOR THE SENIOR CITIZENS MEALS FOR FY2007-2008 AT A COST TO THE CITY OF \$2.00 PER MEAL. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO PAY MEMEBERSHIP TO IIMC FOR JEAN ISHEE AND MELISSA MARTIN.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE MEMBERSHIP FOR JEAN ISHEE AND MELISSA MARTIN TO THE IIMC FOR \$95.00. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO APPLY FOR LEL GRANT FOR THE POLICE DEPARTMENT UPON THE RECOMMENDATION OF ASSISTANT CHIEF DON SEALY.

SEE EXHIBIT "E"

LEL GRANT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE LEL GRANT FOR \$35,000.00. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO APPLY FOR SEATBELT GRANT FOR THE POLICE DEPARTMENT UPON THE RECOMMENDATION OF ASSISTANT CHIEF DON SEALY.

SEE EXHIBIT "F"

SEATBELT GRANT

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE SEATBELT GRANT FOR \$10,000.00. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO CONTRACT WITH EMPLOYEE BENEFITS CORPORATION TO HANDLE ALL COBRA REQUIREMENTS FOR THE CITY.

SEE EXHIBIT "G"

COBRA

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO EXECUTE THE CONTRACT WITH EMPLOYEE BENEFITS CORPORATION TO

HANDLE ALL COBRA REQUIREMENTS FOR THE CITY. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE RESIGNATION OF BLAINE STANSELL IN THE POLICE DEPARTMENT EFFECTIVE JUNE 20, 2007.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE RESIGNATION OF BLAINE STANSELL IN THE POLICE DEPARTMENT EFFECTIVE JUNE 20, 2007. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE INVOICE FROM ANGLIN'S INSULATION IN THE AMOUNT OF \$1,052.88 FOR WALL INSULATION OF FIRE STATION #1.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE TO ANGLIN'S INSULATION IN THE AMOUNT OF \$1,052.88 FOR WALL INSULATION OF FIRE STATION #1. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO PAY POST OFFICE BOX FEE FOR CITY HALL.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE POST OFFICER BOX FEE IN THE AMOUNT OF \$104.00 ANNUALLY FOR CITY CALL. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO PAY POST OFFICE BOX FEE FOR WATER DEPARTMENT.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE POST OFFICER BOX FEE IN THE AMOUNT OF \$104.00 ANNUALLY FOR WATER DEPARTMENT. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #14703 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$7,985.70 FOR DESIGN OF 8TH AVENUE BRIDGE.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14703 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$7,985.70 FOR DESIGN OF 8TH AVENUE BRIDGE. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #14706 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$1,700.00 FOR WATER & SEWER ANALYSIS OF HWY 11 & LEEVILLE ROAD.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14706 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$1,700.00 FOR WATER & SEWER ANALYSIS OF HWY 11 AND LEEVILLE ROAD. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #14673 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$ 170.00 FOR E 5TH AVENUE BRIDGE ENGINEERING.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14673 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$170.00 FOR E 5TH AVENUE BRIDGE ENGINEERING. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #14661 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$16,103.52 FOR CAMCO, TRAILWOOD & MEADOWBROOK SEWER EXTENSION.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14661 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$16,103.52 FOR CAMCO, TRAILWOOD & MEADOWBROOK SEWER EXTENSION. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #14693 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$12,405.42 FOR CAMCO, TRAILWOOD, & MEADOWBROOK SEWER EXTENSION.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14693 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$12,405.42 FOR CAMCO, TRAILWOOD, & MEADOWBROOK SEWER EXTENSION. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #14663 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$10,827.35 FOR CORINTH ROAD SEWER EXTENSION.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14663 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$10,827.35 FOR CORINTH ROAD SEWER EXTENSION. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #14692 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$7,866.00 FOR CORINTH ROAD SEWER EXTENSION.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14692 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$7,866.00 FOR CORINTH ROAD SEWER EXTENSION. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE FROM LOTT DRYWALL IN THE AMOUNT OF \$1,420.80 FOR FIRE STATION #1.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE FROM LOTT DRYWALL IN THE AMOUNT OF \$1,420.80 FOR FIRE STATION #1. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #14671 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$8,100.00 FOR DRAINAGE DESIGN ON CARTERVILLE ROAD.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14671 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$8,100.00 FOR DRAINAGE DESIGN ON CARTERVILLE ROAD. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #14707 FROM SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$4,452.50 FOR ENGINEERING SERVICE ON CARTERVILLE ROAD.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #14707 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$4,452.50 FOR ENGINEERING SERVICE ON CARTERVILLE ROAD. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO SET ZONING HEARING DATE FOR THE FOLLOWING PROPERTIES:

- A. 209 MCKINNON ST PARCEL #3-022N-35-037.00
- B. 209 MCKINNON ST PARCEL #3-022N-35-051.00
- C. 207 MCKINNON ST
- D. 302 MITHCELL ST

- E. 310 MITCHELL ST
- F. 312 MITCHELL ST
- G. MCKINNON ST PARCEL #3-022N-35-071.00
- H. 108 MCKINNON ST
- I. 110 MCKINNON ST
- J. MCKINNON ST PARCEL #3-022N-35-074.00
- K. 302 W 2ND AVENUE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET THE ZONING HEARING DATE FOR JUNE 26, 2007 AT 7:00 P.M. FOR THE FOREGOING PROPERTIES. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO SET HEARING DATE FOR S GEORGE STREET.

THEREUPON, ALDERMAN STRINGER MADE A MOTON TO SET THE ZONING HEARING DATE FOR JULY 10, 2007 AT 7:00 P.M.. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE:

SEE EXHIBIT "H"

ORDINANCE 1979(42A-273)

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 STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE:

SEE EXHIBIT "I"

ORDINANCE 1979(42A-274)

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 STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO ALLOW CONDITION USE FOR 405 HILLSIDE DRIVE WITH STIPULATIONS.

SEE EXHIBIT "J"

PLANNING COMMISSION RECOMMENDATION
405 HILLSIDE DRIVE

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO ALLOW CONDITION USE FOR 405 HILLSIDE DRIVE WITH STIPULATIONS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE RECOMMENDATION OF THE PLANNING COMMISSION FOR THE PRELIMINARY PLAT FOR FORREST COVE SUBDIVISION.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION FOR THE PRELIMINARY PLAT FOR FORREST COVE SUBDIVISION. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE:

SEE EXHIBIT "K"

ORDINANCE 1979(42A-276)
SALE OR REPAIR OF VEHICLE

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 STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE REQUEST TO APPOINT ALDERMAN DAVIE CLAYTON AS MAYOR PRO-TEM.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO APPOINT ALDERMAN DAVID CLAYTON AS MAYOR PRO-TEM FOR TERM OF ONE YEAR EFFECTIVE JULY 1, 2007-JUNE 30, 2008. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROOFS OF PUBLICATIONS FOR APPROVAL.

- A. PUBLIC NOTICE – ZONING HEARING MCKINNON ST
- B. PUBLIC NOTICE – ZONING HEARING 110 MCKINNON ST
- C. PUBLIC NOTICE – ZONING HEARING 302 W 2ND AVE
- D. PUBLIC NOTICE – ZONING HEARING 108 MCKINNON ST
- E. PUBLIC NOTICE – ZONING HEARING 312 MITCHELL ST
- F. PUBLIC NOTICE – ZONING HEARING 302 MITCHELL ST
- G. PUBLIC NOTICE – ZONING HEARING 209 MCKINNON ST
- H. PUBLIC NOTICE – ZONING HEARING MCKINNON ST
- I. PUBLIC NOTICE – ZONING HEARING 310 MITCHELL ST
- J. PUBLIC NOTICE – ZONING HEARING 207 MCKINNON ST
- K. PUBLIC NOTICE – ZONING HEARING 209 MCKINNON ST
- L. ORDINANCE 1979 (42-A246)
- M. ORDINANCE 1979 (42-A247)
- N. ORDINANCE 1979 (42-A248)
- O. ORDINANCE 1979 (42-A249)
- P. ORDINANCE 1979 (42-A250)
- Q. ORDINANCE 1979 (42-A251)
- R. ORDINANCE 1979 (42-A252)
- S. ORDINANCE 1979 (42-A253)
- T. ORDINANCE 1979 (42-A254)
- U. ORDINANCE 1979 (42-A255)
- V. ORDINANCE 1979 (42-A256)
- W. ORDINANCE 1979 (42-A257)
- X. ORDINANCE 1979 (42-A258)
- Y. ORDINANCE 1984 (57-P)

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ACCEPT THE PROOF OF PUBLICATIONS FOR FILING. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDINANCE:

SEE EXHIBIT" L"

ORDINANCE 2007(6)

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY

ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING RESOLUTION:

SEE EXHIBIT "M"

RESOLUTION
EMINENT DOMAIN

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

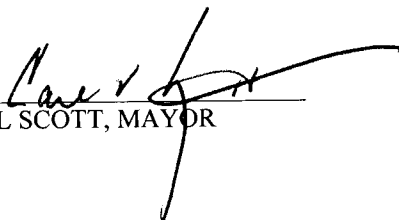
THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WSA ADJOURNED ON THIS THE 19TH DAY OF JUNE, 2007.



CARL SCOTT, MAYOR

(SEAL)

ATTEST:



JEAN SHEE, CITY CLERK

**CITY OF PETAL
 MINUTE BOOK**

EXHIBIT "A"

**East 8th Street Bridge Replacement
 Bid Tabulation**

Tanner Constructin Co., Inc.
 P O Box 460
 Ellisville, MS 39437

Glynn W. Leonard, Inc.
 63 West Oakvale Road
 Mt. Olive, MS 39459

Item No.	Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization	1	L.S.	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00
2	Removal and Re-set Existing Deck	1	L.S.	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00
3	Units, Curb Units, Caps and Railing	120	S.Y.	\$4.00	\$480.00	\$20.00	\$2,400.00
4	Removal of Pavement (All Depths)	1	L.S.	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00
5	Removal of Timber Piling and Bulkhead	30	C.Y.	\$30.00	\$900.00	\$55.00	\$1,650.00
6	Granular Material, Class 6, Group C	80	Ton	\$125.00	\$10,000.00	\$200.00	\$16,000.00
7	Hot Mix Asphalt, 9.5 mm Mixture	1	L.S.	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
8	Maintenance of Traffic	100	C.Y.	\$8.00	\$800.00	\$16.00	\$1,600.00
9	Unclassified Excavation	1	L.S.	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
10	Seeding	500	L.F.	\$3.50	\$1,750.00	\$3.00	\$1,500.00
11	Erosion Checks	100	Each	\$8.00	\$800.00	\$5.00	\$500.00
12	12" Timber Piling	350	L.F.	\$30.00	\$10,500.00	\$43.00	\$15,050.00
13	Timber Bulkheads	2	Each	\$13,500.00	\$27,000.00	\$12,500.00	\$25,000.00
BID TOTAL:					\$88,730.00		\$102,700.00

This is to certify that I have checked the tabulation of the bids received by the City of Petal at 10:00 AM on June 4, 2007 and that said tabulation is true and correct to the best of my belief.

SHOWS, DEARMAN & WAITS, INC.

John T. Weeks
 John T. Weeks, E.I.

June 4, 2007

City of Petal
 P.O. Box 564
 Petal, MS 39465

Attn: Mayor Carl Scott

Re: Rehabilitation of East 8th Street Bridge

Dear Mayor Scott:

Bids were received on the above captioned at 10:00 a.m. on June 4, 2007 and the Bid Tabulation is enclosed.

We are recommending award to Tanner Construction Co., of Ellisville, Mississippi in the amount of \$88,730.00.

Should you have any questions or comments, please do not hesitate to contact me. With kindest regards, I remain,

Sincerely,

John T. Weeks

John T. Weeks, E.I.

JTW:ll

Enclosures

CITY OF PETAL
MINUTE BOOK 27

EXHIBIT "B"

City Of Petal
Recreation Department
101 W. 8th Ave
Petal, Ms 39465
601-554-5440

19 June 07

To: Mayor Scott and Board Members
Fr: Tom Hardges, Recreation Director

Request your approval to purchase an ExMark Zero Turn Mower off State Contract for \$7,468.23 (see attached sheets for information). I budgeted \$15,000.00 to purchase a Tractor & Bush Hog that would've been used on the 70 acres next to the river, since that project is farther away than anticipated, I need this mower like ASAP.

Tom Hardges Jr

Budget \$13,449.00

Quote
UNDERWOOD'S SMALL ENGINES
5566 Hwy 42
HATTIESBURG, MS 39401
(601) 544-7424 205
FAX (601) 544-7439

State Contract # 5-515-21361

DATE 6/12/07
BY Attn: Tom Hardges
CITY OF PETAL
PHONE FAX # 705-0014

QTY	DESCRIPTION	PRICE	AMOUNT
1	Exmark Zero Turn Mower		
2	M. L2 23K605		7,160.23
3	23 HP Kohler 60" cut		
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
RECEIVED BY		TOTAL	

23738

THANK YOU!

LHP19KA465	19 HP Kawasaki Twin with 48" mower deck & Foldable ROPS	1,300#	\$6,999	\$6,999.23
LHP19KA505	19 HP Kawasaki Twin with 50" mower deck & Foldable ROPS	1,310#	\$7,599	\$5,851.23
LHP20KC505	20 HP Kohler Command with 50" mower deck & Foldable ROPS	1,320#	\$7,499	\$6,774.23
LHP23KA465	23 HP Kawasaki Twin with 48" mower deck & Foldable ROPS	1,316#	\$7,799	\$6,005.23
LHP23KA505	23 HP Kawasaki Twin with 50" mower deck & Foldable ROPS	1,320#	\$8,099	\$6,236.23
LHP23KA565	23 HP Kawasaki Twin with 56" mower deck & Foldable ROPS	1,350#	\$8,399	\$6,467.23
LHP27KC505	27 HP Kohler Command with 50" mower deck & Foldable ROPS	1,330#	\$8,599	\$6,821.23
LHP27KC565	27 HP Kohler Command with 56" mower deck & Foldable ROPS	1,360#	\$8,899	\$8,852.23
2006 Model - Limited Availability				
LZ28KA605	28 HP Kohler Command EFI w/60" mower deck & Foldable ROPS	1,600#	\$10,999	\$8,499.23
LZ28KA685	28 HP Kohler Command EFI w/68" mower deck & Foldable ROPS	1,650#	\$11,199	\$8,623.23
2006 Model - Limited Availability				
LAS23KC524	23 HP Kohler Command w/52" mower deck & Foldable ROPS	1,320#	\$7,899	\$6,082.23
LAS25KC604	25 HP Kohler Command w/60" mower deck & Foldable ROPS, 24" Drive Tires & Heavy Duty Air Cleaner	1,350#	\$8,299	\$6,390.23
LAS28KA524	28 HP Kawasaki Twin w/52" mower deck & Foldable ROPS, 24" Drive Tires & Heavy Duty Air Cleaner	1,350#	\$8,499	\$6,544.23
LAS28KA604	28 HP Kawasaki Twin w/60" mower deck & Foldable ROPS, 24" Drive Tires & Heavy Duty Air Cleaner	1,380#	\$8,799	\$6,775.23
LAS28KA724	28 HP Kawasaki Twin w/72" mower deck & Foldable ROPS, 24" Drive Tires & Heavy Duty Air Cleaner	1,400#	\$8,199	\$7,683.23
2006 Model - Limited Availability				
LZ27RC665	27 HP Kohler Command w/66" mower deck & Foldable ROPS	1,650#	\$9,699	\$7,468.23
LZ28KA605	28 HP Kawasaki Twin w/60" mower deck & Foldable ROPS	1,600#	\$9,699	\$7,408.23
LZ28KA665	28 HP Kawasaki Twin w/66" mower deck & Foldable ROPS	1,650#	\$9,899	\$7,622.23
LZ30KC665	30 HP Kohler Command w/66" mower deck & Foldable ROPS	1,650#	\$9,999	\$7,695.23
LZ31BV605	31 HP Briggs Vanguard 2-cylinder, w/60" mower deck & Foldable ROPS	1,630#	\$10,099	\$7,776.23
LZ31BV665	31 HP Briggs Vanguard 2-cylinder, w/66" mower deck & Foldable ROPS	1,680#	\$10,299	\$7,930.23
LZ31BV725	31 HP Briggs Vanguard 2-cylinder, w/72" mower deck & Foldable ROPS	1,730#	\$10,599	\$8,161.23

2006 Model - Limited Availability
Available December 2006



**MEMA MITIGATION GRANT PROGRAM
PRE-APPLICATION**



**CITY OF PETAL
MINUTE BOOK**

**MEMA MITIGATION GRANT PROGRAM
PRE-APPLICATION, continued**

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Instructions
Reference: *Mississippi Mitigation Grant Application Manual* (online at <http://www.msema.org>)
For assistance contact:
Mitigation Bureau-MS Emergency Management Agency
P.O. Box 4501
Jackson, MS 39296-4501
(601) 366-5705 • Fax (601) 366-5349

Part 1 Grant Program (see Sec. 6.2.1)
 HMGP - Project
 HMGP - Planning
 FMA - Planning
 FMA - Technical Assistance
 FMA - Project
 PDM
 Other HMGP Standard

Part 2 Applicant information (see Sec. 6.2.2) FIPS Code: 280260
 Applicant: Jay Estes
 Agency: Petal, City of
 Street Address: 119 West Eighth Ave
 Street Address:
 City: Petal ST MS ZIP Code: 39465
 Telephone:
 FAX:
 Email:
 Applicant's Agent: Jay Estes
 Agency/Co: Petal, City of
 Street Address: 119 West Eighth Ave
 Street Address:
 City: Petal ST MS ZIP Code: 39465
 Telephone:
 FAX:
 Email:

Part 3 Does the community (see Sec. 6.2.3)
 Have a Hazard Mitigation Plan? Yes No Date (m/d/yyyy)
 Have a comprehensive plan? Yes No
 Participate in the NFIP? Yes No ID# 280260
 Have land use zoning? Yes No
 Have subdivision ordinances? Yes No
 Have building codes? Yes No

Part 4 Describe code development and enforcement activities from the last five years, identify existing problems and successes
 The City of Petal has recently updated most of its land development ordinances including the zoning ordinance, flood hazard prevention ordinance, subdivision regulations and sign ordinance. The city is also now using the latest version of the International Building Code as its defining standard for building construction, remodeling and renovation. All of these codes were modified primarily to address issues associated with outdated codes but also in an attempt to address recent development patterns that were contradictory to the current administration's goals and objectives for the long-term growth and sustainability of the city.

Part 4 Identify the problem (see Sec. 6.2.4)
 Hurricane Katrina clearly revealed how unprepared the City of Petal was to deal with a major disaster. Weaknesses revealed included lack of shelter space, lack of specific strategies for response and a general inability to communicate critical information on a community-wide basis. Issues revealed during the immediate response and recovery from Hurricane Katrina are also applicable to other types of disasters that the city is susceptible to including tornados, flooding and industrial related accidents associated with the underground gas storage facilities located at the fringe of the city. Although the city's response capabilities have increased since Katrina, the city still has no mechanism for issuing alerts in the event of a significant natural or man-made disaster.

Based on the 2006 population estimates conducted by the Census Bureau, the City of Petal has a population of 10,266 people within 17.1 square miles, equating to a population density of approximately 600 people per square mile. The city is also constrained in terms of evacuation routes through which to provide access to major corridors for evacuation. An early alert warning system will provide the city with the capabilities of providing adequate warning to city residents.

**MEMA MITIGATION GRANT PROGRAM
PRE-APPLICATION, continued**

**MEMA MITIGATION GRANT PROGRAM
PRE-APPLICATION, continued**

Part 5 Briefly describe the proposed mitigation project as a solution to the problem. Include a description of the project benefits and the damages that will be avoided if the project is implemented. Identify all hazards that will be addressed by the project (see Sec. 6.2.5).
 In an effort to mitigate and resolve the stated problem of a general lack of public notification capabilities, the City of Petal proposes to purchase and install a city-wide siren alert system that would be housed at strategic locations within the city with the goal of providing audible alerts throughout the city. Once implemented, the city will have the capability of issuing an audible alert that would be heard throughout the city. The alert system would be radio activated and would have the ability to be initiated from a remote location if necessary. The alert system would be utilized in the event of a variety of disaster types including fire, tornados, floods, and man-made disasters including those potential disasters or incidents associated with the gas storage and distribution facilities located at the northern fringe of the city.
 A spatial analysis of the coverage capabilities within the city indicates that the placement of seven omni-directional alert units at or near the locations indicated on the attached map and factoring for an average coverage radius of 6000' would provide optimum coverage for the city. At this stage, factors such as elevation differentials and tree coverage have not been considered. These details will be further investigated as the project moves from pre-application to applications stages.
 The concept of a city-wide alert system is detailed in the mitigation strategies section of the current Hazard Mitigation Plan as a Weather or Disaster Alert System mitigation strategy. The system will also have the capability to be integrated into a future county-wide system currently being considered by Forrest County.

Part 6 Estimate the project budget (see Sec. 6.2.6)
 Total estimated project cost \$ 105,000.00
 Amount of funding requested \$ 78,750.00 75% (not more than 75%)
 Amount of non-federal matching funds \$ 26,250.00

Source of non-federal matching funds (see Sec. 5.4)
 General budget funds made available through a bond issue.

Part 7 The undersigned does hereby submit this Mitigation Grant Program Pre-Application for financial assistance and certifies that the applicant will fulfill all grant requirements
 Signature _____ Date (m/d/yyyy): _____
 Title _____
 *Must be signed by Chief Executive Officer or by other official authorized to execute agreements on behalf of the applicant (see Sec. 6.2.7)

FEDERAL USE ONLY
 FEMA: 1604-DR-MS
 Grant Program: HMGP Standard Acquisition/Demolition NFIP
 HMGP 5% Initiative Acquisition/Relocation ID# 280260
 FMA - Planning Elevation Good Standing
 FMA - Technical Assistance Drainage Probation
 FMA - Project Planning Not Participating
 PDM Other Warning Sirens No SFHA
 Other CRS Class

Initial Submission or Resubmission
 Application Checklist State Mitigation Plan Eligible Applicant

State Reviewer _____ Telephone _____
 State Application ID _____ FAX _____
 Date Received (m/d/yyyy) _____ Email _____



**MEMA MITIGATION GRANT PROGRAM
PRE-APPLICATION**



**CITY OF PETAL
MINUTE BOOK 27**

**MEMA MITIGATION GRANT PROGRAM
PRE-APPLICATION, continued**

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EXHIBIT "C"

Instructions:
Reference: *Mississippi Mitigation Grant Application Manual* (online at <http://www.msema.org>)
For assistance contact:
Mitigation Bureau-MS Emergency Management Agency
P.O. Box 4501
Jackson, MS 39296-4501
(601) 366-5705 • fax (601) 366-5349

Part 1: Grant Program (see Sec. 6.2.1)
 HMGP - Project
 HMGP - Planning
 FMA - Planning
 FMA - Technical Assistance
 FMA - Project
 PDM
 Other: **HMGP Standard**

Part 2: Applicant information (see Sec. 6.2.2): FIPS Code: 035-9890-00
 Applicant: **Jay Estes**
 Agency: **Petal, City of**
 Street Address: **119 West Eighth Ave**
 Street Address:
 City: **Petal** ST: **MS** ZIP Code: **39465**
 Telephone:
 FAX:
 Email:
 Applicant's Agent: **Jay Estes**
 Agency/Co: **Petal, City of**
 Street Address: **119 West Eighth Ave**
 Street Address:
 City: **Petal** ST: **MS** ZIP Code: **39465**
 Telephone:
 FAX:
 Email:

Part 3: Does the community (see Sec. 6.2.3):
 Have a Hazard Mitigation Plan? Yes No Date (m/d/yyyy):
 Have a comprehensive plan? Yes No
 Participate in the NFIP? Yes No ID#: **280260**
 Have land use zoning? Yes No
 Have subdivision ordinances? Yes No
 Have building codes? Yes No

Describe code development and enforcement activities from the last five years, identify existing problems and/or successes:
 The City of Petal has recently updated most of its land development ordinances including the zoning ordinance, flood hazard prevention ordinance, subdivision regulations and sign ordinance. The city is also now using the latest version of the International Building Code as its defining standard for building construction, remodeling and renovation. All of these codes were modified primarily to address issues associated with outdated codes but also in an attempt to address recent development patterns that were contradictory to the current administration's goals and objectives for the long-term growth and sustainability of the city.

Part 4: Identify the problem (see Sec. 6.2.4):
 The City of Petal has two primary drainage corridors that tend to be problematic with respect to flooding and the overall drainage patterns of the city. Greens Creek is one of these corridors. Greens Creek begins at a small farm pond north of the City of Petal and flows through the northwest portion of the city and eventually drains into the Leaf River. Over the course of the last few years, significant improvements have been made to the lower reaches of the creek including realignment of a section associated with the development of Evelyn Gandy Parkway and desnagging of the creek from Highway 11 upstream to the crossing at Chappel Hill Road. However, the upper reaches of the creek, primarily from Chappel Hill Road upstream to the city limits still poses significant drainage and flooding problems for the city.
 Much of the creek along this section includes significant buffers from development. However, this section of the creek has been significantly confined due to and overgrowth of vegetation and from downfalls associated with Hurricane Katrina and other storm events. The entire stretch of Greens Creek from Chappel Hill Road to the Petal city limit line is included in a special flood hazard area (SFHA) Zone A, and potentially impacts approximately 24 residential structures within the city one of which is a designated repetitive loss structure. It is the opinion of the city that improvements along this particular stretch of creek will substantially reduce incidences of flooding and improve the overall drainage patterns of the northwest portion of the city.

**MEMA MITIGATION GRANT PROGRAM
PRE-APPLICATION, continued**

**MEMA MITIGATION GRANT PROGRAM
PRE-APPLICATION, continued**

Part 5: Briefly describe the proposed mitigation project as a solution to the problem. Include a description of the project benefits and the damages that will be avoided if the project is implemented. Identify all hazards that will be addressed by the project (see Sec. 6.2.5).
 The majority of problems associated with this particular segment of Green's Creek are specific to the natural geometry of the creek combined with vegetation such as tree roots that tend to trap debris and impede the flow of water through the system. To remediate the present situation, the city proposes to develop a project that will involve the realignment of certain areas of stream geometry that pose problems as well as removal and replacement of problem vegetation. The city also proposes to use HMGP funds to conduct revegetation activities along those sections of the creek to be realigned. The completion of this project will provide for more efficient flows through the creek and will reduce incidents of flooding along the creek adjacent to the targeted project segment. Additional benefits will be realized downstream from the selected segment in areas that have historic and chronic drainage issues.

Part 6: Estimate the project budget (see Sec. 6.2.6):
 Total estimated project cost \$ 300,000.00
 Amount of funding requested \$ 225,000.00 75% (not more than 75%)
 Amount of non-federal matching funds \$ 75,000.00

Source of non-federal matching funds (see Sec. 5.4):
 Remaining funds will come from bond issue proceeds targeted towards municipal infrastructure improvements.

Part 7: The undersigned does hereby submit this Mitigation Grant Program Pre-Application for financial assistance and certifies that the applicant will fulfill all grant requirements.
 *Signature: _____ Date (m/d/yyyy): _____
 Title: _____
 *Must be signed by Chief Executive Officer or by other official authorized to execute agreements on behalf of the applicant (see Sec. 6.2.7).

FOR STATE USE ONLY
 FEMA - 1604 - DR-MS

Grant Program	Project Type	NFIP
<input checked="" type="checkbox"/> HMGP Standard	<input type="checkbox"/> Acquisition/Demolition	<input checked="" type="checkbox"/> ID# 280260
<input type="checkbox"/> HMGP 5% Initiative	<input type="checkbox"/> Acquisition/Relocation	<input type="checkbox"/> Good Standing
<input type="checkbox"/> FMA - Planning	<input type="checkbox"/> Elevation	<input type="checkbox"/> Probation
<input type="checkbox"/> FMA - Technical Assistance	<input checked="" type="checkbox"/> Drainage	<input type="checkbox"/> Suspended
<input type="checkbox"/> FMA - Project	<input type="checkbox"/> Planning	<input type="checkbox"/> Not Participating
<input type="checkbox"/> PDM	<input type="checkbox"/> Other	<input type="checkbox"/> No SFHA
<input type="checkbox"/> Other:		<input checked="" type="checkbox"/> CRS Class 10

Initial Submission or Resubmission
 Application Checklist State Mitigation Plan Eligible Applicant

State Reviewer: _____ Telephone: _____
 State Application ID: _____ FAX: _____
 Date Received (m/d/yyyy): _____ Email: _____

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 1, 2007

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

RE: Senior Citizen's contract 2007 - 2008 school year

Dear Mayor Scott:

The Petal School District Child Nutrition Department contracts for senior citizen's meals for the 2007 - 2008 school year are enclosed. The price of the meals served on Wednesdays and Fridays at W.L. Smith Elementary will remain 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:tk
Enclosures (3)

Cc: file copy

HEALTHY CHILDREN READY TO LEARN

CITY OF PETAL AND CITY OF PETAL MINUTE BOOK 27

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

EXHIBIT "D"

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.

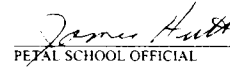
SENIOR CITIZENS meals will be served by the PETAL SCHOOL DISTRICT beginning promptly at 10:00 a.m. on said days and those SENIOR CITIZENS participating will be completed with their meals before student serving time at 10:30 a.m. SENIOR CITIZENS participating will be responsible for picking up their lunch 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, 2007 until May 23, 2008; 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 _____
Title Date

Mayor 6-30-2007
Title Date

SUBGRANT SIGNATURE SHEET 1
 Office of Highway Safety
 3750 I-55 North Frontage Road,
 Jackson, MS 39211
 Jackson, Mississippi
 (601) 987-4990

COPY

**CITY OF PETAL
 MINUTE BOOK 27**

EXHIBIT "E"

Subgrantee's Name, Address and Phone No.
**CITY OF PETAL
 PETAL POLICE DEPARTMENT
 27 WEST 5TH AVENUE
 PETAL, MISSISSIPPI 39465**

Program Title: **DUI Enforcement / LEL Network Coordinator**

TEL: 601-544-5331
 FAX: 601-544-5347
 E-Mail: TBoonPPD15@comcast.net

2. Effective Date: **October 1, 2007**

3. Subgrant Number: **08-TA-321-1**

4. Grant Identifier (Funding Source & Year):
Section 154 Fund - FY 2008

5. Beginning and Ending Dates:
October 1, 2007 - September 30, 2008

6. Subgrant Payment Method:
 Cost Reimbursement Method
 Current Needs

7. Page 1 of _____

8. Funds are obligated:

A. COST CATEGORY	B. SOURCE OF FUNDS	C. RATIO%
(1) Personal Services \$14,000.00	(1) Federal \$35,000.00	100%
(2) Contractual Services \$750.00	(2) State -	-
(3) Commodities \$9,000.00	(3) Local	
(4) Equipment \$11,250.00	(4) Other	
(5) Other	(5)	
TOTAL \$35,000.00	TOTAL \$35,000.00	100%

9. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement:
 SCHEDULE A - Project Description
 SCHEDULE B - Budget Summary
 SCHEDULE C - Cost Summary Support Sheet
 SCHEDULE D - Agreement of Understanding & Compliance
 SCHEDULE E - Schedule of Task by Quarters
 AGREEMENT AND AUTHORIZATION TO PROCEED

11. Approved for Grantee:
 Signature: _____ Date: _____
 Name: Carl Scott
 Title: Mayor, City of Petal

12. Approved for Subgrantee:
 Signature: *[Signature]* Date: **6-11-07**
 Name: Carl Scott
 Title: Mayor, City of Petal

9. Activity	Federal	State	Program Income	Other (Local/Private)	Total
LEL Network Coordinator / DUI Enforcement	\$35,000.00				\$35,000.00
TOTAL	\$35,000.00				\$35,000.00

Applicant Agency: **PETAL POLICE DEPARTMENT / CITY OF PETAL**

Subgrant Number: **07-TA-321-1**

3. Grant ID: **Section 154 Fund - FY 2008**

4. Beginning: **OCTOBER 1, 2007**

5. Ending: **SEPTEMBER 30, 2008**

6. Modification Number: _____

7. Modification Effective Date: _____

PREPARED BY: _____
 REVIEWED BY: _____
 SCHEDULE 1

8. Category	9. Line Item	10. Description of Item and/or Basis for Valuation	11. Budget	12. Total
Contractual Services	-	Postage, Shipping, Equipment Installation, Wireless Internet Services for Laptop during travel	\$750.00	\$750.00
		Total Contractual Services - \$750.00		
Commodities	-	Printing Software, Office Supplies, Shirts, Campaign Incentives, Awards and Promotional Items, Video Tapes, Food and Prizes for Monthly Meetings	\$8,050.00	\$8,050.00
		Total Commodities - \$8,050.00		
Equipment	-	2 MPRT Enforcers, 16.1 inch Dual Antenna Radar Traffic @ \$1,890.00 each	\$30,240.00	\$30,240.00
		1 King of disposable PPT monitors @ \$56.00 1 Desktop Computer for Traffic Div @ \$1,500.00 1 Laptop Computer for Traffic Div @ 2,000.00 Portable Lighting Systems for night time crash sites \$3,200.00	\$12,200.00	\$12,200.00
Equipment for 2 Motor Units: 2 Helmet mounts @ \$151.20 each 2 sets of reflective vests @ \$151.20 each 2 Whistle blowers/Leather Chaps @ \$101.10 each 2 Pair of Riding Gloves @ \$31.50 each 2 Rain suits @ \$80.00 each 2 Balaclavas @ \$188.95 each \$99.54 additional for any taxes Total Equipment - \$12,200.00			\$12,200.00	\$12,200.00
TOTALS			\$35,000.00	\$35,000.00

Attachment C-1

PAGE 2
 11/15/08
 14:05

Problem Statement

Number of Accidents 2003 - 2006

TYPE OF CRASH	2003	2004	2005	2006	Average	% Change
Fatal	No records	1	2	1	1	-50%
Injury	No records	64	76	89	83	+14%
Property Damage	No records	353	398	331	360.1	-20%
TOTAL	No records	438	476	421	445	-8%

(NOTE: Give number of accidents, not number of persons killed or injured. Note and discuss any increases or apparent trends and possible reasons.)

Petal is located in the Southeastern portion of the state. Petal is one of the fastest growing cities in the state. As of the 2000 census Petal had a population of approximately 7000 with land coverage of 10.4 square miles. In February 2003 Petal Annexed an additional 6.7 square miles which has added approximately 2500 more people to the population. As a result of hurricane Katrina, there has been an estimated rise in population by 2000. This gives Petal an approximate population total of 10100.

The City of Petal is intersected by U.S. Highway 11, State Highway 42 and the Evelyn Gandy Parkway. The Evelyn Gandy Parkway connects Interstate 59 with State Highway 42 and it was opened for use on March 13, 2007. These three thoroughfares are major arteries for traffic from Perry County, Jones County, Leake and Hattiesburg. These

arteries that our citizens and travelers are exposed to while traveling the roadways of Mississippi.

A summary of traffic accidents and violation statistics is as follows:

Traffic Crashes and Citation Statistics:

Year:	Hazardous Moving Traffic Citations:
2003	1450
2004	1282
2005	975
2006	1838
2007	543 (January through May)

Year	DUI Arrests
2003	150
2004	176
2005	85
2006	100
2007	50 (January through May)

As one can see from the above mentioned factors and statistics the City of Petal must address its traffic safety needs in a comprehensive manner.

Seat belt and child restraint citations have been on a steady rise since 1998. The Petal Police Department is committed to reducing the number of improper child restraints and misuse in our city.

Unfortunately are used to transport drugs, as well as impaired drivers, speeders and various other traffic-related problems that cause crashes and fatalities.

EXHIBIT "E"

There are two major arteries that flow into Petal from Hattiesburg. East Hardy Street and Highway 11. These two roadways approach gridlock at peak rush hour traffic. Incidents of road rage and impatient driving occur during these times. Unfortunately, these situations lead to acts of careless driving that leads to an increase in traffic crashes.

Motor vehicle crashes pose a major threat to our lives more than any other type of unintentional injury. Nationally more than 3.4 million Americans are injured in traffic related crashes each year and approximately 42,000 of these people die from their injuries. Motor vehicle crashes are the number one killer of teenagers and young adults.

The reality is that most serious and fatal injuries are sustained needlessly. It is an established fact that motor vehicle collisions, along with their resulting injuries and fatalities are often both predictable and preventable. Traffic collisions are costly to our society. Approximately 170 billion is lost in productivity, medical and rehabilitative expenses, and property damage. Due to the excessively high fatality rate associated with motor vehicle collisions, Mississippi has been ranked among the five most dangerous states to travel for more than a decade.

Due to the high number of traffic crashes with their resulting injuries and deaths, the Petal Police Department seriously considers any effort, which will reduce the

Primary Cause of accidents in the City of Petal according to Petal Police data, are as follows:

1. DUI and drug related impaired driving
2. Failure to yield right of way
3. Following too close
4. DWSR
5. High traffic volume

In addition to the factors above, it must be noted that the City of Petal is a central city in the Metropolitan Statistical Area (MSA), which included all Forrest, Perry and Lamar Counties. With this continued growth and expansion of new business and jobs, traffic enforcement and planning are essential.

EXHIBIT "E"

B. Proposed Countermeasures:

The City of Petal requests assistance from the Governor's Office of Highway Safety Division of Public Safety Planning to continue the implementation of the Safe Communities grant for the Petal Police Department. The Petal Police Department has nineteen Patrol Traffic Police Officers. There are currently 2 Officers assigned to motor units designated to work traffic crashes and enforce traffic laws. In the 2007 - 2008 Grant year the Petal Police Department will implement a Sergeant's position over the traffic division. That Sergeant will be the DUI Enforcement Officer for the City of Petal and will be in charge of all special details, safety check points and in service training related to traffic enforcement. There are currently 2 Officers designated to be a Vice Narcotics unit to focus primarily on the influx of narcotics into the City of Petal in an attempt to reduce the amount of drug related impaired drivers. Members of the DUI unit will be members of S.T.O.R.M. (Sobriety Trained Officers Representing Mississippi) the organization sponsored by the Division of Public Safety Planning

The City of Petal proposes to provide the program's comprehensive approach to traffic safety through the selection of traffic safety officers to be geared toward DUI, Drug Interdiction, Traffic Enforcement, Child Restraint / Seat Belt and Public education. The City of Petal will emphasize the following areas:

- Alcohol / Drug Countermeasures
- Occupant Protection
- Police Traffic Service
- Community Traffic Safety
- Public Information and Education

SCHEDULE A - PAGE 5
PROJECT DESCRIPTION

1. Prosecutions and Adjudication

The DUI Enforcement Officer will over see each case through all phases. A DUI Traffic Unit will consist of two Motor Officers who will rotate shifts and one DUI Officer working during peak hours.

2. Assessment and treatment

DUI Offenders are referred to mandatory assessment and treatment on second and subsequent offenses. Upon successful completion of a DUI program, the judge is informed of status and case is completed. As a regional service center the City of Petal has several treatment resources available to them.

- The region XII Commission of Mental Health and Retardation
- Dream
- CPC Sand Hill
- North Shore Resource Center of Hattiesburg
- Pine Grove Mental Health Recovery Center
- Sassafras Hill
- The University of Southern Mississippi Drug Education Center

3. Public Information and Education.

Since the Police Department is the applicant for this funding and all NHTSA funds must be spent on traffic related issues, such as reducing the number and severity of crash-related injuries, Police Department staff will implement the components listed in this application. Public speaking and training will be provided by the Petal Police Department staff. Public information and education services regarding other types of injuries identified as priorities by the Community Traffic Safety Program will be provided by members with expertise in the area.

SCHEDULE C

PROJECT DESCRIPTION

Occupant Protection Policy:

The City of Petal has a safety belt policy and will work to increase usage of belts and child restraint devices. The Petal Police Department will work to implement child restraint enforcement to the fullest.

C. Goals Objectives and Tasks:

The overall goal of the DUI Enforcement / LEL Coordinator will be to: Increase DUI deterrence and decrease alcohol related crashes, deaths and injuries. To keep citizens and law enforcement in the surrounding area educated on DUI laws and their importance. The LEL Officer will be responsible for the implementation of multi-jurisdictional and regional contacts with various DUI and traffic safety programs. This will be accomplished with the three regional law enforcement liaison officers and the nine LEL Network Coordinators.

1. To increase DUI arrest by Strengthening Enforcement in South Mississippi:

Tasks necessary to meet this objective:

1. Contact Law Enforcement agencies in South Mississippi with information regarding scheduled NHTSA's Mobilization's and other STEP's programs (Special Traffic Enforcement Programs)
2. Coordinate STEP's, including all NHTSA Mobilizations among Mississippi law enforcement agencies in conjunction with State and National efforts.
3. Maintain DUI Enforcement personnel and LEL Network Coordinator in Petal PD.
4. Enforce zero tolerance BAC for underage youths

SCHEDULE A - PAGE 7
PROJECT DESCRIPTION

2. To continue Public Presentations and Increase Awareness Among Mississippi Law Enforcement Officers Regarding Traffic Safety, Alcohol Awareness, and Zero Tolerance:

Tasks necessary to meet this objective:

1. Share information regarding Mississippi's traffic status, DUI and zero tolerance laws and their compliance rates with South Mississippi law enforcement agencies
2. Assist South Mississippi law enforcement agencies with implementation of a DUI awareness program with emphasis on zero tolerance BAC for vehicles
3. Instruct DUI enforcement strategies as in-service DUI update training
4. Conduct educational seminars for area schools, civic groups, judges and prosecutors
5. Promote DUI education and enforcement with South Mississippi law enforcement agencies

3. To Strengthen the Link Between the South Mississippi Law Enforcement Community and the Mississippi Office of Highway Safety by Attending National and State Conferences and MAHSL Meetings:

Tasks necessary to meet this objective:

1. Participate in National DUI, Lifesaver's and NHTSA's National and Regional workshops and conferences as scheduled, as these conferences provide informational updates on DUI laws pertaining to

other states and offers networking along with new ideas for DUI prosecution and DUI enforcement, also with instruction on NHTSA's directional focus and new ideas along with grant information and availability regarding all traffic safety issues

2. Participate in S.T.O.R.M. conferences and M.A.H.S.L. meetings as scheduled
3. Promote membership and participation in S.T.O.R.M. and M.A.H.S.L. among South Mississippi law enforcement.

4. To Increase DUI arrests by the Petal Police Department by 10% from 100 in 2006 to 110 in 2007:

Tasks necessary to meet this objective:

1. Increase awareness among all officers in the department.
2. Utilize checkpoints, especially during the blitz periods
3. Make DUI training such as SFST more available to all officers.

5. To Increase Child Restraint and Seatbelt Citations:

Tasks necessary to meet this objective:

1. Increase awareness among all officers of the department.
2. Utilize checkpoints, especially during the blitz periods.

6. Evaluation:

Quarterly progress reports will be submitted to the Mississippi Division of Public Safety Planning within 15 days of the end of each quarter. All DUI affidavits and abstracts as well as Mississippi Uniform Accident reports will be forwarded to the

Mississippi Department of Public Safety as required. Law Special Reports will be made with the effect of roadside safety, checkpoints and saturation patrols.

7. Training:

Additional training is critical to the success of traffic enforcement program. The DUI officers are required to be NHTSA - SFST certified. Lt. Tammy Moore, Lt. Harris Tapp, Sgt. Brent Bardfield and Sgt. Matthew Hran are certified as a Standardized Field Sobriety Instructor which allows for the continued inter-departmental training as well as timely re-certification of Field Sobriety trained officers. STORM insures that active DUI officers in Mississippi are SFST certified and are re-certified in SFST every two years with SFST instructors being re-certified every year. Lt. Tammy Moore is also certified as a Master Instructor in Standardized Field Sobriety training.

Attending National Conferences provides information regarding new laws, networking and new strategies with other states and agencies regarding the successful enforcement and prosecution of DUI's. Traffic and DUI officers are trained on various other traffic equipment and curriculum from in-car digital video cameras to motor vehicle crash fatality reconstruction. Local training facilities include the Police Field training academy at Bobby L. Chan Municipal airport in Hattiesburg as well as community centers with various meeting spaces. The City of Petal also has a 5000 square foot civic center available for classes and meetings.

- Funding for this project is contingent upon the availability of federal funds.

Office of Highway Safety

SCHEDULE D

Agreement of Understanding and Compliance

THIS AGREEMENT made and entered into by and between the STATE OF MISSISSIPPI by and through the OFFICE OF HIGHWAY SAFETY, hereinafter referred to as STATE, and the Governmental Unit or agency named in this application, hereinafter referred to as APPLICANT:

WHEREAS the National Highway Traffic Safety Act of 1990, as amended, provides Federal funds to the STATE for approved highway safety projects, and

WHEREAS STATE may make said funds available to various state, county, or municipal agencies or government or political subdivisions or non-profit entities upon application and approval by STATE and the UNITED STATES DEPARTMENT OF TRANSPORTATION, and

WHEREAS STATE is obligated to reimburse the UNITED STATES DEPARTMENT OF TRANSPORTATION out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS the above named APPLICANT must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS the above named APPLICANT has submitted an application for Federal funds for highway safety projects

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed and promised that upon written application by APPLICANT and approval by STATE and the UNITED STATES DEPARTMENT OF TRANSPORTATION, STATE will obligate said Federal funds to APPLICANTS account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the Office of Highway Safety has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that APPLICANT shall reimburse STATE for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

EXHIBIT "E"

- C. It is further agreed and promised that where reimbursement is made to APPLICANT on installments, STATE shall have the right to withhold any installments to make up any reimbursement received for any ineligible or unauthorized expenditures until such time as the ineligible claim is made up or corrected by APPLICANT.
- D. Unless otherwise directed, APPLICANTS must submit Quarterly Progress Reports to the Office of Highway Safety (OHS) which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to OHS no later than fifteen (15) days subsequent to the termination of each quarter. A Final Accomplishment Report must be submitted to the OHS within thirty (30) days of completion of the Project unless otherwise directed. Appropriate forms will be provided to the Project Director along with a reminder notice advising date that each is due.
- All APPLICANTS that are delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question, will be subject to having reimbursement requests withheld. Once reimbursement reports to substantiate adequate progress have been submitted, reimbursement requests will be processed.
- E. ON-SITE MONITORING AND EVALUATION
- The Office of Highway Safety has developed a plan for evaluating all State and local projects. The evaluation will include on-site monitoring both during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and payoffs of the project.
- III. PROPERTY AGREEMENT
- A. Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entity shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.
- B. It is mutually agreed and promised that the APPLICANT shall immediately notify the STATE if any equipment purchased under this project ceases to be used in the manner as set forth by the project agreement. In such event, APPLICANT further agrees either to give credit to the project cost or to another active Highway Safety project for the residual value of such equipment in an amount to be determined by the STATE, or to transfer or otherwise dispose of such equipment as directed by the STATE.

- C. It is mutually agreed and promised by the APPLICANT that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the STATE.
- D. It is mutually agreed and promised that the APPLICANT shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- E. Each recipient of Section 402 funds has a financial management system that complies with the minimum requirements of 49 CFR Part 18.
- F. Each recipient of Section 402 funds has a procurement system that complies with the minimum requirements of 49 CFR Part 18.
- G. In order to facilitate the implementation of this program, the Office of Highway Safety feels that it is necessary that all equipment in connection with this project be ordered within ninety (90) days. If unforeseen circumstances arise which prohibit this being accomplished, please notify the Office of Highway Safety of the anticipated delay.
- IV. STAFFING
- Positions covered by this project are new positions. If staff of the applicant agency is transferred to work on this project, they will be replaced. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency.
- V. GENERAL PROJECT REQUIREMENTS
- A. All out-of-state travel must have prior written approval of the Office of Highway Safety. Requests for approval should be submitted to OHS at least two (2) weeks before the intended date of travel.
- B. No budget modification requests will be accepted by the OHS after July 31.
- C. APPLICANTS must submit any proposed agreements for contractual services to the Office of Highway Safety for final approval prior to acceptance.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the APPLICANT and added to the funds committed to the project by the OHS and be used to further eligible program objectives.
- E. Local government APPLICANTS must complete Attachment 1 entitled "Local Governmental Resolution" or a similar, equally binding resolution.

- F. Termination of Agreement
- (a) The STATE. In the event of APPLICANT noncompliance with any of the provisions of this agreement, the STATE may terminate this agreement by giving the APPLICANT thirty (30) days advance notice. The STATE, before issuing notice of termination of this agreement, shall allow the applicant a reasonable opportunity to correct noncompliance. For noncompliance with the nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.
- (b) The APPLICANT. The APPLICANT may terminate its participation in this agreement by notifying and receiving the concurrence of the STATE thirty (30) days in advance of the termination.
- G. Contract Changes. Any proposed major changes in this agreement that would result in changes in the scope, character, or complexity of the agreement, as determined by the STATE, shall require supplemental agreement. Any proposed minor changes in this agreement may be authorized by the Governors Highway Safety Representative, or his delegate, by notifying the APPLICANT in writing of the approved changes.
- H. Contracts Under This Agreement. Unless otherwise authorized in writing by the STATE, the APPLICANT shall not assign any portion of the work to be performed under this agreement, or execute any agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the STATE. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.
- VI. MINORITY BUSINESS ENTERPRISE PROGRAM
(Federal Register 49 CFR Part 23)
- 23.43 General Requirements for Recipients
- In accordance with the provision of 49 CFR Part 23, the STATE agrees to abide by the following statements, and shall ensure that these statements are included in all subsequent agreements and/or contracts assisted by Section 402 funds:
- It is the policy of the Department of Transportation that minority business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 29 CFR Part 23 apply to this agreement.

- The recipient of its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT - assisted contracts.
- VII. BUY AMERICA ACT (23 U.S.C. 101 NOTE)
- The STATE will comply with the provisions of the Buy America Act. The Department of Transportation (DOT) reference to the Buy America Act is 23 U.S.C. 101 Note.
- Only steel, iron and manufactured items produced in the United States may be purchased with Federal funds unless the STATE can show that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and are of an unsatisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- VIII. CERTIFICATION REGARDING LOBBYING
- Certification for Contracts, Grants, Loans and Cooperative Agreements
- The undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

SCHEDULE B
Page 1

SCHEDULE D

EXHIBIT "E"

- (3) The undersigned 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 subawards 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.

DC Jackson Miller 6/11/17
Signature of Project Director Date

IX. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with the provision of 49 CFR Part 29, the STATE agrees that it shall not knowingly enter into any agreement under its Highway Safety Plan with a person or entity that is barred, suspended, declared ineligible, or voluntarily excluded from participation in the Section 404 program, unless otherwise authorized by NHTSA.

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in conjunction with the department or agency's determination whether to enter into this transaction. None or failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 9, subpart 9.4 (debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction).

- The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 49 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

SCHEDULE B
Page 1

SCHEDULE D
Page 1

1. Although the transaction submitted under paragraph 1 of these instructions is a participant in a covered transaction that is not proposed for debarment under 49 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief that its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicated 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 had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

The STATE further agrees that it will include the following clause and accompanying instructions, without modification, in all lower tier covered transactions, as provided by 49 CFR Part 29, and in all solicitations for lower tier covered transactions:

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. It is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

SCHEDULE D
Page 10

EXHIBIT "E"

SCHEDULE D
Page 11

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

X EQUAL OPPORTUNITY ASSURANCE

The Petal Police Dept will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 49 CFR Parts 21 and 27, to ensure that no person in the United States shall, on the grounds of race, color, sex, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program.

XI POLITICAL ACTIVITY (HATCH ACT)

The Petal Police Dept will comply with the provisions of 5 U.S.C. §§ 1501-1508 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Officers, or Employees".

XII The Drug-free Workplace Act of 1988(49 CFR Part 29 Sub-part F)

The State will provide a drug-free workplace by:
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;

- a. Establishing a drug-free awareness program to inform employees about:
 - b. The dangers of drug abuse in the workplace.
 - c. The grantee's policy of maintaining a drug-free workplace.
 - d. Any available drug counseling, rehabilitation, and employee assistance programs.
 - e. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- f. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- g. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - h. Abide by the terms of the statement.
 - i. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - j. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
 - k. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted -
 - l. Taking appropriate personnel action against such an employee, up to and including termination.
 - m. 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.
 - n. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

XII It is mutually agreed between the STATE and the APPLICANT that this AGREEMENT OF UNDERSTANDING AND COMPLIANCE shall become effective upon the STATE agreement and authorization to proceed as set forth in PART II of this application.

SCHEDULE D
Page 12

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF HIGHWAY SAFETY

STATE CERTIFICATION AND ASSURANCE

Assurance Requirement of Subgrant Recipients:

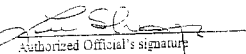
In cooperation with the Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must comply with the following notice requirement:


During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, subgrantee, or recipient plans, organizes, sponsors or holds any seminar, conference, convention, symposium, training, event or any other meeting which

encumbers, utilizes, expends or will encumber, utilize or expend grant funds, including all reimbursements derived from, generated in whole or in part, or determined to be proceeds of the grant or award; then, the absolute result requirement is that the grantee, subgrantee or recipient must appropriately notify in writing, delivered to the DPSP-OHS grant manager, the OHS director and the DPSP executive director, as will thereby communicate sufficient advance notice of the planning stages for such an occurrence and which will further afford genuine opportunity for DPSP-OHS personnel to attend and to participate, if they so desire.

Failure of grantee, subgrantee or recipient to communicate relevant advance notice may lead to cost adjustment, disallowance of costs and/or recovery of pertinent project funds on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for Petal Police Dept, which is the grantee, subgrantee, or recipient, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. Therefore, I promise and will comply with this State Certification and Assurance condition.


6-11-07
Date
 Authorized Official's signature
 (Grantee, Subgrantee or Recipient)
Lee Stubbins Sr.
 (Typed or printed name)


 (Person or organizational title)

Original signed form must be returned to the Office of Highway Safety, Division of Public Safety Planning, Department of Public Safety, within 10 days of the grant award beginning date.

SCHEDULE D
Page 13

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF HIGHWAY SAFETY

CERTIFICATION AND STANDARD ASSURANCE
REQUIREMENT FOR:
APPLICANT GRANTEEES AND SUBGRANTEES

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE
AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the Office of Highway Safety, all grant and/or subgrant recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement:

On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create their own such policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

Miss. Code Ann. § 45-1-43, effective from and after July 1, 2004.

The obligation of a recipient is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be included as an attachment to this Certification and Standard Assurance document. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received shall become an actual documented part of the grant application and thus will be placed within the OHS master file for grants.

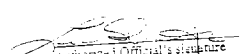
SCHEDULE D
Page 11

During any occurrence of this period for application, selection, award, implementation, or award of a grant or award, if the grantee, subgrantee, or recipient does not fully comply with the statute emphasized above, then the absolute result is that the grantee, subgrantee, or recipient is subject to the withholding of any state funding or state administered federal funding.

Failure of grantee, subgrantee or recipient to communicate the relevant policy that is required by statute will result in adverse cost adjustments, disallowance of costs, and of recovery of pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding requests for reimbursements or awards of funds.

CERTIFICATION AND STANDARD ASSURANCE

I, the authorized Official for Petal Police Dept, which is the grantee, subgrantee, or recipient, I certify by my signature below that I have fully read and am responsible for our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with the Certification and Standard Assurance requirement by submitting a true copy of the applicable state statute on local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization.


Authorized Official's signature
(Grantee, Subgrantee or Recipient)

11/15/07 Date

Heather E. ...
(Typed or printed name)

Chief of Police
(Person's organizational title)

NOTE: In this document, all applicable state statute on local emergency response and vehicular pursuit policies with training procedures.

This document is not intended to be used as a legal document. It is intended to be used as a training document only. It is not intended to be used as a legal document. It is intended to be used as a training document only.

EXHIBIT "E"

List performance schedule by tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of the tasks to be accomplished by quarters. Tasks that extend beyond a quarter should specify the elements of the tasks that are to be performed for that particular quarter.

Reporting Period (October, November, December 2007)

1. Purchase all equipment listed in the budget summary
 2. Implement Community Traffic Safety Project
 3. Hold DUI Checkpoint
 4. Attend Fall Storm Conference
 5. Attend MAHSL
 6. Contact law enforcement agencies in South Mississippi Troop District J, by personal visit, telephone, mail or e-mail with information regarding State and National Special Traffic Enforcement Programs
 7. Coordinate all DUI Seatbelt Campaigns with Troop J law enforcement agencies
 8. Enforce Mississippi DUI laws including zero tolerance BAC for underage youth
 9. Continue DUI enforcement and Alcohol education programs
 10. Conduct personal presentations and increase awareness among Mississippi law enforcement officers regarding traffic safety, alcohol awareness and zero tolerance. Conduct educational seminars for area schools, civic groups, judges and prosecutors
 11. Participate in annual National DUI Lifesavers and NHTSA's - National and Region IV workshops and conferences as scheduled.
 12. Participate in STORM conferences and MAHSL meetings as scheduled.
 13. Promote membership and participation in STORM and MAHSL among South Mississippi law enforcement agencies
 14. Increase DUI arrests in Petal by increasing awareness among officers, utilizing checkpoints, and making DUI training such as SFST more available.
- PROJECTED EXPENDITURES FOR QUARTER \$15,000.00

SCHEDULE E SCHEDULE OF TASKS BY QUARTER

Reporting Period (January, February, March 2008)

1. Increase DUI arrests by strengthening enforcement in South Mississippi
2. Contact law enforcement agencies in South Mississippi, by either personal visit, telephone, mail or e-mail with information regarding State and National Special Traffic Enforcement Programs - (STEP's)
3. Coordinate Check It or Ticket! You Drink You Drive You Lose! Don't Get Caught in the STORM Campaigns with South Mississippi law enforcement agencies
4. Maintain DUI enforcement personnel and LEL Officer in the Petal Police Department
5. Enforce Mississippi's DUI laws including zero tolerance BAC for underage youth
6. Continue DUI enforcement and Alcohol education programs
7. Conduct personal presentations and increase awareness among Mississippi law enforcement officers regarding traffic safety, alcohol awareness and zero tolerance
8. Share information regarding Mississippi's traffic safety status, DUI and zero tolerance laws and their compliance rates, with South Mississippi law enforcement agencies
9. Assist South Mississippi law enforcement agencies with implementation of a DUI awareness program with emphasis on zero tolerance BAC for underage youth
10. Instruct DUI enforcement strategies, DUI laws and case law to the basic law enforcement cadet classes as well in-service DUI update training
11. Conduct educational seminars for area schools, civic groups, judges and prosecutors
12. Promote DUI education and enforcement strategies with South Mississippi law enforcement agencies

13. Strengthen the link between the South Mississippi law enforcement community and the Mississippi Office of Highway Safety by attending National and State Conferences and the MAHSL meetings as scheduled
14. Participate in annual National DUI Lifesavers and NHTSA's - National and Region IV workshops and conferences as scheduled.
15. Participate in STORM conferences and MAHSL meetings as scheduled.
16. Promote membership and participation in STORM and MAHSL among South Mississippi law enforcement agencies
17. Increase DUI arrests by Petal Police by 10% from 85 in 2005 to 94 in 2006 by increasing awareness among all officers and utilizing checkpoints and making DUI training such as SFST more available to officers.

PROJECTED EXPENDITURES FOR QUARTER: \$0,000.00

CITY OF PETAL
MINUTE BOOK 27

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EXHIBIT "E"

SCHEDULE E SCHEDULE OF TASKS BY QUARTER
Reporting Period (April, May, June 2008)

1. Contact law enforcement agencies in South Mississippi, by personal visit, telephone, mail or E-mail, with information regarding State and National Special Traffic Enforcement Programs - STEP's.
2. Coordinate Click It or Ticket / You Drink & Drive, You Lose / Don't Get Caught in the STORM Campaigns with South Mississippi law enforcement agencies.
3. Maintain DUI enforcement personnel and LEL Officer in the Petal Police Department.
4. Enforce Mississippi's DUI laws including zero tolerance BAC for underage youth.
Continue DUI enforcement and Alcohol education programs.
Conduct personal presentations and increase awareness among Mississippi law enforcement officers regarding traffic safety, alcohol awareness and zero tolerance.
7. Share information regarding Mississippi's traffic safety status, DUI and zero tolerance laws and their compliance rates, with South Mississippi law enforcement agencies.
8. Assist South Mississippi law enforcement agencies with implementation of a DUI awareness program with emphasis on zero tolerance BAC for underage youths.
9. Instruct DUI enforcement strategies / DUI laws and case law to the basic law enforcement cadet classes as well as in-service DUI update training.
10. Conduct educational seminars for areas schools, civic groups, judges and prosecutors.
11. Promote DUI education and enforcement strategies with South Mississippi law enforcement agencies.
12. Strengthen the link between the South Mississippi Law Enforcement Community and the Mississippi Office of Highway Safety by attending National and State Conferences and the MAHSL meetings.

13. Participate in annual National DUI Lifesaver's and NHTSA's - National and Region 0 workshops and Conferences as scheduled.
14. Participate in STORM conferences and MAHSL meetings as scheduled.
15. Promote membership and participation in STORM and MAHSL among South Mississippi Law Enforcement agencies.
16. Increase DUI arrests by Petal Police Department by 10% from 100 in 2006 to 110 in 2007.
17. Increase awareness among all Officer's in department, utilize checkpoints, make DUI training such as SFST more available to all Officers.

PROJECTED EXPENDITURES FOR QUARTER \$6,000.00

SCHEDULE E SCHEDULE OF TASKS BY QUARTER
Reporting Period (July, August, September 2008)

1. Increase DUI arrests by strengthening enforcement in South Mississippi.
2. Contact law enforcement agencies in South Mississippi, by either personal visit, telephone, mail or E-mail with information regarding State and National Special Traffic Enforcement Programs - (STEP's).
3. Coordinate Click It or Ticket / You Drink You Drive You Lose Don't Get Caught in the STORM Campaigns with South Mississippi law enforcement agencies.
4. Maintain DUI enforcement personnel and LEL Officer in the Petal Police Department.
5. Enforce Mississippi's DUI laws including zero tolerance BAC for underage youths.
Continue DUI enforcement and Alcohol education programs.
Conduct personal presentations and increase awareness among Mississippi law enforcement officers regarding traffic safety, alcohol awareness and zero tolerance.
6. Share information regarding Mississippi's traffic safety status, DUI and zero tolerance laws and their compliance rates, with South Mississippi law enforcement agencies.
9. Assist South Mississippi law enforcement agencies with implementation of a DUI awareness program with emphasis on zero tolerance BAC for underage youths.
10. Instruct DUI enforcement strategies / DUI laws and case law to the basic law enforcement cadet classes as well as in-service DUI update training.
11. Conduct educational seminars for area schools, civic groups, judges and prosecutors.
12. Promote DUI education and enforcement strategies with South Mississippi law enforcement agencies.

13. Strengthen the link between the South Mississippi law enforcement community and the Mississippi Office of Highway Safety by attending National and State Conferences and the MAHSL meetings as scheduled.
14. Participate in annual National DUI, Lifesavers and NHTSA's - National and Region IV workshops and conferences as scheduled.
15. Participate in STORM conferences and MAHSL meetings as scheduled.
16. Promote membership and participation in STORM and MAHSL among South Mississippi law enforcement agencies.
17. Increase DUI arrests by Petal Police by 10% from 85 in 2005 to 94 in 2006 by increasing awareness among all officer's and utilizing checkpoints and making DUI training such as SFST more available to officers.

PROJECTED EXPENDITURES FOR QUARTER: \$6,000.00

EXHIBIT "E"

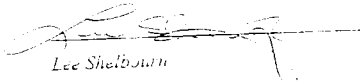
Section 1
The driver of a motor vehicle who is given a visible or audible signal by an Officer representing the Petal Police Department by hand, voice, emergency light, or siren directing the driver to bring his motor vehicle to a stop when such signal is given by a law enforcement Officer acting in the lawful performance of duty who has a reasonable suspicion to believe that the driver in question has committed a crime and who willfully fails to obey such direction.

Section 2
Immediately notify communications and provide as much specific information in regards to the alleged crime committed.

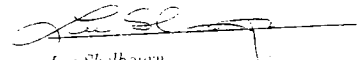
Section 3
Maintain such pursuit until the pursuit is called by the Officer in Charge or until such time the element of danger and/or possibility of injury to an innocent party becomes greater to continue the pursuit than to apprehend the suspect.

Section 4
It is the duty of any law enforcement Officer to protect and insure the safety of all citizens therefore, when the fleeing suspect is operating the motor vehicle in a reckless manner with a total disregard for the safety of the general public it shall be the duty of that law enforcement Officer to apprehend the suspect with minimal force necessary to effect the arrest.

May 24, 2004

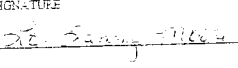
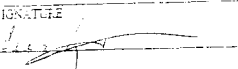
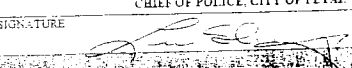

Lee Shelbourn
Chief of Police

All Officers and civilians employed by the Petal Police Department must adhere to the Mississippi Code of 1972 Section 63-2-1. This code states that every operator and front seat passenger of a passenger motor vehicle operated in forward motion on the highways of this state shall wear a properly fastened safety seat belt system required to be installed in the vehicle when manufactured pursuant to Federal Motor Vehicle Safety Standard 208


Lee Shelbourn
Chief of Police

Page 8 AGREEMENT AND AUTHORIZATION TO PROCEED

I, the undersigned, hereby agree to the undersigned to plan, receive and result in the application to subject to Public Law 95-600 (Highway Safety) and the Mississippi Code of 1972 and all other applicable regulations governing traffic controlled by the U.S. Department of Transportation and the State of Mississippi. I do hereby agree that the project complies with all other parts of the State's Highway Safety Program and that said approval agency will meet the requirements of all other laws including accompanying schedules A, B, C, D, and E which are incorporated herein and made a part of this application. Authorization to proceed with the Highway Safety Project is requested.

A. PROJECT DIRECTOR		
(1) NAME (Last, Middle, First)	(2) TITLE	(3) ADDRESS
LT. TASHMY MOORE	ILL NETWORK COORDINATOR	127 WEST 8 TH AVENUE PETAL, MISSISSIPPI 39465
(4) SIGNATURE		(5) TELEPHONE NO.
		601-544-5331
B. AUTHORIZING OFFICIAL OF GOVERNMENTAL UNIT		
(1) NAME (Last, Middle, First)	(2) TITLE	(3) ADDRESS
MR. CARL SCOTT	MAYOR, CITY OF PETAL	118 WEST 8 TH AVENUE PETAL, MISSISSIPPI 39465
(4) SIGNATURE		(5) TELEPHONE NO.
		601-545-1770
C. SUBMITTED BY: PETAL POLICE DEPARTMENT		
(1) NAME	(2) TITLE	
LEE SHELBOURN	CHIEF OF POLICE, CITY OF PETAL	
(3) SIGNATURE	(4) DATE	
	JUNE 15, 2007	
PART III (For OHS Use Only)		
1. AGENCY DATE	2. PROJECT NUMBER	3. SIGNATURE
		Kim Proctor - Director Governors Office of Highway Safety
4. FEDERAL FUNDS OBLIGATED BY AGREEMENT	5. PROJECT NO.	

COPY

**CITY OF PETAL
 MINUTE BOOK 27**

EXHIBIT "F"

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1. Subgrantee Name, Address and Phone No.
 Petal Police Department
 27 West E. Ave.
 Petal, Ms 39465

2. Effective Date:
 3. Subgrant Number:
 4. Grant Identifier (Funding Source & Year):
 5. Beginning and Ending Dates: 10/01/2007 9/30/2008
 6. Subgrant Payment Method:
 Cost Reimbursement Method
 Current Needs
 7. Page 1 of

8. Funds are obligated

A. CDS	B. SOURCE OF FUNDS	C. RATIO%
1) Personal Services	(1) Federal	100%
2) Contract Services	(2) State	
3) Commodities	(3) Local	
4) Equipment	(4) Other	
5) Other	(5)	
TOTAL	TOTAL	100%

9. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement:
 SCHEDULE A- Project Description
 SCHEDULE B- Budget Summary
 SCHEDULE C- Cost Summary Support Sheet
 SCHEDULE D- Agreement of Understanding & Compliance
 SCHEDULE E- Schedule of Task by Quarters
 AGREEMENT AND AUTHORIZATION TO PROCEED

All policies, terms, conditions, and provisions of the Subgrantee Manual, which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.

11. Approved for Grantee:
 Signature: _____ Date: _____
 Name: Keith Proctor, Director
 Title: Governor's Office of Highway Safety

12. Approved for Subgrantee:
 Signature: _____ Date: 6-11-07
 Name: _____
 Title: _____

TOTAL	9. Activity	Funding Source	Funding Sources				Total
			State	Program Income	Other (Local/Private)		
10,000.00	Occupant Protection	Federal	10,000.00				10,000.00
10,000.00							10,000.00

PSP Use Only	8. Category & Line Item	10. Description of item number/ tasks for valuation	11. Budget		TOTAL
			Federal	All Other	
	Personal Serv.	Overtime	8,200.00	8,200.00	8,200.00
		State Reimbursement (117)	930.00	930.00	930.00
		Social Security (0765)	630.00	630.00	630.00
		Workman's Comp.	240.00	240.00	240.00
TOTALS			10,000.00	10,000.00	10,000.00

**SCHEDULE A
 PROJECT DESCRIPTION**

A. Problem Statement

Number of Accidents 2003 - 2006

TYPE OF CRASH	2003	2004	2005	2006	Average	% Change
Fatal	N/A	1	2	1	1	-50
Injury	N/A	84	76	89	83	+14
Property Damage	N/A	353	395	331	360.1	-20
TOTAL		438	475	421	445	-8

(NOTE: Give number of accidents, not number of persons killed or injured. Note and discuss any increases or apparent trends and possible reasons.)

BUDGET DETAIL				
Line Item	Federal	State	Local	TOTAL
Personnel Services		10,000.00		10,000.00
Salaries & Wages				
Fringe Benefits				
Equipment				

EXHIBIT "F"

There are too many possible preventable injuries and deaths that happen in collisions. We are trying to change the statistics. With most of the grant money being used in other areas we fall short. Our department is small and there is just not enough funding for the officers to work overtime. With this grant we would be able to have blitzes or campaigns for occupant protection.

Overtime is always a problem area. In order to have a successful program, adequate manpower is a necessity. Every year we go over on the allotted overtime the City of Petal allows. Therefore we fall short in other areas.

B. Proposed Countermeasures:

1. **Program Coordination** For this project will be Assistant Chief Donald W. Sealy. He will keep up with the stats for this project, as well as the appropriate paperwork and financial work sheets. He will be responsible for planning and coordinating public service information, preparation of quarterly and other reports, and formulating other local program activities.

2. **Law Enforcement** Keeping records of citations issued and statistics of all occupant protection issues. Citations during the project to ensure that this project is successful. We will hold (and safety) checkpoints to bust the manpower and officer safety.

SCHEDULE A - PAGE 4
PROJECT DESCRIPTION

Prosecutions and Rehabilitation If a driver is convicted of a crime and the court orders that the driver be placed on probation, it is important to have someone to monitor the driver's progress.

Assessment and treatment Most of the drivers that pass through the City of Petal do not wear seat belts or have children in proper seats. With the money we receive for overtime from this grant we will be able to put more officers out on a night or peak times to conduct checkpoints. By doing this we could bring a greater awareness to the public and therefore cut down on the injuries in accidents.

Public Information and Education We will utilize the media outlets to further the message and make this project. We will be speaking with the local T.V. and Radio stations. We will do Public Service Announcements in partnership with local law enforcement agencies. We will be meeting with the different schools in our city.

Occupant Protection Policy Our department has a policy on our SCF program regarding seat belts. Also the City of Petal has a city wide policy. We will formulate a copy of our policy with this grant.

Plan for Self-Sufficiency Each year we try to place in the budget more money for overtime. We meet with the Board of Aldermen and show the need for more money and how it would benefit the City of Petal.

SCHEDULE A - PAGE 4
PROJECT DESCRIPTION

Goals, Objectives and Tasks

The overall goal of this project is to increase the percentage of seatbelt usage in the City of Petal. In doing this we also have the goal of reducing fatal and injury accidents.

1. If we can increase seatbelt usage by 10% in one year we feel that the project will be a success. This would drastically cut down on the number of injuries in accidents.
2. We will plan & coordinate at least four school presentations during the project year, especially around prom & graduation times.
3. To hold at least four safety checkpoints during the year.

SCHEDULE A - PROJECT DESCRIPTION

D. Evaluation Progress reports will be submitted at the end of each month. Statistics form safety checkpoints, as well as individual officer stats will be reported.

E. Training In service training will be held and reports from the training will be relayed to the grants office with the monthly reports.

CITY OF PETAL
MINUTE BOOK 27

EXHIBIT

List performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks to be performed for the particular quarters.

REPORTING PERIOD (OCT., NOV., DEC.)

1. Holiday Checkpoints
2. School presentations on importance of occupant protection
3. Public Service Announcements.

REPORTING PERIOD (JAN., FEB., MAR.)

1. New Year's check point
2. School presentation on importance of occupant protection
3. Public Service Announcements

SCHEDULE C - SCHEDULE OF TASKS BY QUARTERS

List performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks to be performed for the particular quarters.

REPORTING PERIOD (APR., MAY, JUN.)

1. School presentation importance of occupant protection
2. Click it or Ticker campaign - Safety checkpoints
3. Public Safety Announcements on summer safety / occupant protection.

REPORTING PERIOD (JUL., AUG., SEP.)

1. Alcohol DUI campaign - Hold safety checkpoints & saturation patrols
2. Public Safety Announcements with local law enforcement regarding occupant safety Blitz

Office of Highway Safety

SCHEDULE D

Agreement of Understanding and Compliance

THIS AGREEMENT made and entered into by and between the STATE OF MISSISSIPPI by and through the OFFICE OF HIGHWAY SAFETY, hereinafter referred to as STATE, and the Governmental Unit or agency named in this application, hereinafter referred to as APPLICANT.

WHEREAS the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the STATE for approved highway safety projects, and

WHEREAS STATE may make said funds available to various state, county, or municipal agencies or government or political subdivisions or non-profit entities upon application and approval by STATE and the UNITED STATES DEPARTMENT OF TRANSPORTATION, and

WHEREAS STATE is obligated to reimburse the UNITED STATES DEPARTMENT OF TRANSPORTATION out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS the above named APPLICANT must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS the above named APPLICANT has submitted an application for Federal funds for highway safety projects,

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

- A. It is mutually agreed and promised that upon written application by APPLICANT and approval by STATE and the UNITED STATES DEPARTMENT OF TRANSPORTATION, STATE will obligate said Federal funds to APPLICANTS account for reimbursement of eligible expenditures as set forth in the application.
- B. It is understood that the Office of Highway Safety has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by OMB Circular A-133, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that APPLICANT shall reimburse STATE for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

EXHIBIT "F"

...the applicant shall have the right to...
...the applicant shall have the right to...
...the applicant shall have the right to...

...the applicant shall have the right to...
...the applicant shall have the right to...
...the applicant shall have the right to...

...the applicant shall have the right to...
...the applicant shall have the right to...
...the applicant shall have the right to...

CONSTRUCTION AND EVALUATION

The Office of Highway Safety has developed a plan for evaluating all State and local projects. The evaluation will include on-site monitoring from during and at the end of each grant period. All written documents will be reviewed to determine progress, problems and payments of the project.

PROPERTY AGREEMENT

- A. Facilities and equipment acquired under this agreement for use in highway safety projects shall be used only for the purposes for which they were acquired by the State or the State by Federal agreement with appropriate officials of a political subdivision, state agency, or non-profit entity, and shall not be used for other purposes.
- B. It is expressly agreed and promised that the APPLICANT shall immediately, upon the termination of this agreement, return to the STATE all equipment purchased under this project except that used in the State as set forth in the project agreement. In such event, the APPLICANT further agrees that to the extent of the project cost of the equipment, the Highway Safety project, the residual value of such equipment in an event that it is determined by the STATE to be inadequate to offset the disposal of such equipment as required by the STATE.

- 1. It is expressly agreed and promised by the APPLICANT that no equipment will be sold, leased, transferred, etc. without the express written approval of the STATE.
- 2. It is expressly agreed and promised that the APPLICANT shall maintain or cause to be maintained for its useful life any equipment purchased under this project.
- 3. Each recipient of Section 402 funds has a financial management system that complies with the minimum requirements of 49 CFR Part 13.
- 4. Each recipient of Section 402 funds has a procurement system that complies with the minimum requirements of 49 CFR Part 13.
- 5. In order to facilitate the implementation of this program, the Office of Highway Safety feels that it is necessary that all equipment in connection with this project be ordered within ninety (90) days. If unforeseen circumstances arise which prohibit this being accomplished, please notify the Office of Highway Safety of the anticipated delay.

STAFFING

Positions covered by this project are new positions. If staff of the applicant agency is transferred to work on this project, they will be replaced. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency.

GENERAL PROJECT REQUIREMENTS

- A. All out-of-state travel must have prior written approval of the Office of Highway Safety. Requests for approval should be submitted to OHS at least two (2) weeks before the intended date of travel.
- B. No budget modification requests will be accepted by the OHS after July 31.
- C. APPLICANTS must submit any proposed agreements for contractual services to the Office of Highway Safety for final approval prior to acceptance.
- D. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the APPLICANT and added to the funds committed to the project by the OHS and be used to further eligible program activities.
- E. Local government APPLICANTS must complete Attachment I entitled "Local Governmental Resolution" or a similar, equally binding resolution.

TERMINATION AGREEMENT

...the applicant shall have the right to...
...the applicant shall have the right to...
...the applicant shall have the right to...

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...the applicant shall have the right to...
...the applicant shall have the right to...

DOMESTIC BUSINESS ENTERPRISE FROM GRANT (Federal Register, 49 CFR Part 13)

49 CFR Part 13.101-101

In accordance with the provision of 49 CFR Part 13, the STATE agrees to abide by the following statements and shall ensure that these statements are included in all subsequent agreements and all contracts assisted by Section 402 funds.

It is the policy of the Department of Transportation that maximum business enterprises as defined in 49 CFR Part 13 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 13 apply to this agreement.

DEFINITION

The recipient of this contract agrees to ensure that minority business enterprises as defined in 49 CFR Part 13 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 13 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race color national origin or sex in the award and performance of DOT-assisted contracts.

BUY AMERICAN ACT (16 USC 1301)

The STATE will comply with the provisions of the Buy American Act. The Department of Transportation (DOT) reference to the Buy American Act is 25 USC 1601 Note.

Only steel, iron and manufactured items produced in the United States may be purchased with Federal funds unless the STATE can show that such domestic purchases would be inconsistent with the public interest that such materials are not reasonably available and are of an unsatisfactory quality or that inclusion of domestic materials will increase the cost of the overall project by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies to the best of his or her knowledge and belief that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned 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 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, continuation, renewal, amendment, or modification of any Federal contract, grant, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form L.L. "Disclosure Form to Report Lobbying," in accordance with its instructions.

EXHIBIT "F"

SCHEDULE D
Page 7

SCHEDULE D
Page 7

- 4. The undersigned shall require that the language of this certification be included in the award documents for all subawards as all users (including subcontractors, suppliers, and contract under grants, loans, and cooperative agreements) and that all subcontractors 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 \$16,000 and not more than \$100,000 for each such failure.

Carroll Seay _____ 6-16-02
Signature of Project Director Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with the provision of 49 CFR Part 29, the STATE agrees that it shall not knowingly enter into any agreement under its Highway Safety Plan with a person or entity that is barred, suspended, declared ineligible, or voluntarily excluded from participation in the Section 402 program, unless otherwise authorized by NHTSA.

Instructions for Primary Certification

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

- 4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

- 6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 49 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

SCHEDULE D
Page 7

- 4. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded 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 record, making false statements, or receiving stolen property;
 - (c) are not presently indicated 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 had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The STATE further agrees that it will include the following clause and accompanying instruction, without modification, in all lower tier covered transactions, as provided by 49 CFR Part 29, and in all solicitations for lower tier covered transactions.

SCHEDULE D
Page 7

Instructions for Lower Tier Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason or changed circumstances.

- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into the proposed covered transaction with a person who is debarred, suspended, any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below).

- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

EXHIBIT "F" PART II

...in the foregoing shall be considered to be a requirement of the grant...

...The prospective lower tier participant agrees to submission of this program and...

...Where the prospective lower tier participant is unable to comply with any of the...

EQUAL OPPORTUNITY ASSURANCE

The applicant certifies that it will comply with Title VII of the Civil Rights Act of 1964...

POLITICAL ACTIVITIES AND CAMPAIGN

The applicant certifies that it will comply with the provisions of P.U.S.C. § 2-2-1...

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF HIGHWAY SAFETY

...When this, applicable and in full cooperation with the Office of Highway Safety, all...

...On or after January 1, 2003 each state, county and local law enforcement agency...

...The recipient of this grant must formulate, implement and maintain certain written pursuit...

A true copy of the law enforcement agency's emergency response and vehicular pursuit...

Signature: _____ Date: _____

Signature: _____ Date: _____

...The grant will provide a drug-free workplace...

...Establishing a drug-free awareness program to inform employees about...

...The dangers of drug abuse in the workplace...

...The grantee's policy of maintaining a drug-free workplace...

...The penalties that may be imposed upon employees for drug violations occurring in the...

...Making it a requirement that each employee engaged in the performance of the grant...

...Providing the employees in the statement required by paragraph (a) that, as a condition...

...Notifying the agency within ten days after receiving notice of such conviction...

...Taking one of the following actions within 30 days of receiving notice under...

...Taking appropriate personnel action against such an employee, up to and including...

...Requesting such employee to participate satisfactorily in a drug abuse assistance or...

...Making a good faith effort to continue to maintain a drug-free workplace through...

This is mutually agreed between the STATE and the APPLICANT that this AGREEMENT OF...

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF HIGHWAY SAFETY

CERTIFICATION AND STANDARD ASSURANCE
REQUIREMENT FOR
APPLICANT, GRANTEE AND SUBGRANTEES

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE
AND VEHICULAR PURSUIT POLICIES

When this, applicable and in full cooperation with the Office of Highway Safety, all...

On or after January 1, 2003 each state, county and local law enforcement agency...

The recipient of this grant must formulate, implement and maintain certain written pursuit...

A true copy of the law enforcement agency's emergency response and vehicular pursuit...

EXHIBIT "F"

(To be completed and attached
to SCHEDULE D, "Agreement of
Understanding and Compliance")

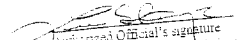
During the applicable time period for application, selection, award, implementation
of these grants or an award, if the grantee, subgrantee, or recipient does not show
compliance with the status emphasized above, then the absolute result is that the grantee,
subgrantee, or recipient is subject to the withholding of any state funding or state administered
federal funding.

Failure of grantee, subgrantee or recipient to communicate the relevant policy that is
required by statute will lead to adverse cost adjustment, disallowance of costs and/or recovery of
permanent project funds. Such recovery may be accomplished on the basis of offset levied against
any and all advanced funding requests for reimbursements, or award of funds.

CERTIFICATION AND STANDARD ASSURANCE

I, the authorized Official for _____ which is the
grantee, subgrantee, or recipient, I certify by my signature below, that I have fully read and am
familiar with our duties and responsibilities under the emergency response and vehicular pursuit
policies statute. Therefore, I hereby comply with this Certification and Standard Assurance
requirement by submitting a true copy of the applicable state, county or local emergency
response and vehicular pursuit policies with training procedures which are pertinent to this
organization.

6-11-07 Date


Authorized Official's signature
Grantee, Subgrantee or Recipient

Lee Shelburn Jr.
(Typed or printed name)

Chief of Police
(Person's organizational title)

ATTACH TO THIS DOCUMENT ALL APPLICABLE STATE, COUNTY OR LOCAL EMERGENCY RESPONSE AND
VEHICULAR PURSUIT POLICIES WITH TRAINING PROCEDURES

This original signed form, together with the pertinent state, county or local emergency response and vehicular pursuit policies
and training procedures must be returned to the Office of Highway Safety, Division of Public Safety Planning, Department of
Public Safety, within 30 days of the grant award signing date.

WHEREAS we _____ hereinafter called the
"Applicant" has thoroughly considered the problem addressed in the application and
and has reviewed the project described in the application and

WHEREAS, under the terms of Public Law 95-504 as amended, the United States of America has authorized
the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist
local governments in the improvement of highway safety.

NOW THEREFORE BE IT RESOLVED BY THE

(Governing Body of Local Government)
IN OPEN MEETING ASSEMBLED IN THE CITY OF _____ MISSISSIPPI, THIS
DAY OF _____ 2007 AS FOLLOWS:

1. That the project above is in the best interest of the Applicant and the general public.
2. That the _____ be authorized to file
(Name and Title of Representative)
in behalf of the applicant an application in the form prescribed by the Office of Highway Safety for
federal funding in the amount of \$ _____ to be made to
(Federal Dollar Request)
the Applicant defraying the cost of the project described in the application.
3. That the Applicant has formally agreed to provide a cash and/or in-kind contribution of
\$ _____ as required by the project.
(Local Match Amount)
4. That the Project Director designated in the application form shall furnish or make arrangements for
appropriate persons to furnish such information, data, documents and reports pertaining to the project,
if approved, as may be required by the Office of Highway Safety.
5. That certified copies of this resolution be included as part of the application referenced above.
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING BY: _____ (CHAIRMAN/MAYOR)

Commissioner/Councilman _____ offered the foregoing resolution and
moved its adoption, which was seconded by Commissioner/Councilman _____
and was duly adopted.

Date: _____
Attest: _____
By: _____

SEAL

Pursuit Policy Petal Police Department

Section 1

The driver of a motor vehicle who is given a visible or audible signal by an
officer representing the Petal Police Department by hand, voice, emergency
lighter or air directing the driver to bring his motor vehicle to a stop when
such signal is given by a law enforcement officer acting in the lawful
performance of duty who has a reasonable suspicion to believe that the
driver in question has committed a crime, and who willfully fails to obey
such direction.

Section 2

Immediately notify communications and provide as much specific
information in regards to the alleged crime committed.

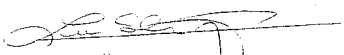
Section 3

Terminate such pursuit until the pursuit is called by the Officer in Charge, or
until such time the element of danger and/or possibility of injury to an
innocent party becomes greater to continue the pursuit than to apprehend
the suspect.

Section 4

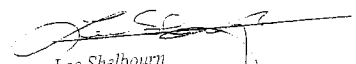
It is the duty of any law enforcement officer to protect and insure the safety
of all citizens, therefore, when the fleeing suspect is operating the motor
vehicle in a reckless manner with a total disregard for the safety of the
general public, it shall be the duty of that law enforcement officer to
apprehend the suspect with minimal force necessary to effect the arrest.

May 24, 2004


Lee Shelburn
Chief of Police

SEATBELT POLICY
PETAL POLICE DEPARTMENT

All Officers and civilians employed by the Petal Police Department
must adhere to the Mississippi Code of 1972 Section 63-2-1. This
code states that every operator and front seat passenger of a
passenger motor vehicle operated in forward motion on the
highways of this state shall wear a properly fastened safety seat
belt system required to be installed in the vehicle when
manufactured pursuant to Federal Motor Vehicle Safety Standard
208.


Lee Shelburn
Chief of Police

The undersigned hereby certifies that the undersigned has a good reason for a delay in the appearance of such a Police Officer Highway Safety Unit of the State Highway Patrol. The undersigned has an immediate responsibility regarding grants administered by the U.S. Department of Transportation and the Bureau of Highway Patrol. The undersigned has the prior commitment as officer for the State Highway Patrol Program and the same appears upon the face of the contract and is not being included as a condition of the contract. The undersigned has the prior commitment as a condition of the contract and is not being included as a condition of the contract. The undersigned has the prior commitment as a condition of the contract and is not being included as a condition of the contract. The undersigned has the prior commitment as a condition of the contract and is not being included as a condition of the contract.

EXHIBIT "F"

A. PROJECT TITLE FOR		
1. NAME FOR OFFICIAL	2. TITLE	3. ADDRESS
Doc Scott	Assistant Chief	117 West 8 th Avenue Petal, Mississippi 39405
4. SIGNATURE		5. TELEPHONE NO.
		001-544-3331
B. AUTHORIZING OFFICIAL OF GOVERNMENTAL UNIT		
1. NAME FOR OFFICIAL	2. TITLE	3. ADDRESS
Carl Scott	Mayor, City of Petal	119 West 8 th Avenue Petal, Mississippi, 39405
4. SIGNATURE		5. TELEPHONE NO.
		001-543-1770
C. SUBMITTED BY		
1. NAME City of Petal, Petal Police Department Lee C. Shelburne, Jr.		
2. TITLE Chief of Police, Petal Police Department		
3. SIGNATURE		4. DATE
		June 15, 2007
PART III (FEDERAL FUNDS ONLY)		
6. APPROVAL DATE	7. PROJECT NO.	8. SIGNATURE
9. FEDERAL FUNDS OBLIGATED BY AGREEMENT	5. PROJECT NO.	
		Kim Proctor, Director Governors Office of Highway Safety

CITY OF PETAL MINUTE BOOK 27

EXHIBIT "G"

- 2.6 Provide Access. At the request of the Covered Entities, Employee Benefits Corporation will provide PHI to individuals as provided by 45 Code of Federal Regulations ("CFR") 164.524 or to the Employer.
2.7 Amendments. At the request of the Covered Entities, Employee Benefits Corporation will make any amendments to PHI that an individual directs as set forth in 45 CFR 164.526.
2.8 Provide Records. Employee Benefits Corporation will make available to the Covered Entities (and others to the extent required by HIPAA) any internal practices, books, and records relating to the use and disclosure of PHI created or received by Employee Benefits Corporation.
2.9 Make Records Available. Employee Benefits Corporation will document such disclosures of PHI and information related to such disclosures as would be required for Covered Entities to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
2.10 Provide Information. To permit Covered Entities to respond to requests by individuals for PHI disclosure accountings in accordance with 45 CFR 164.528, Employee Benefits Corporation will provide Covered Entities with information documented in accordance with Section 2.9 of this Agreement.
3. Permitted Use and Disclosure Provisions
3.1 Permitted Use and Disclosure. Except as otherwise limited in this Agreement, Employee Benefits Corporation may use or disclose PHI to perform functions, activities, or services for Covered Entities as specified in the BESTflex, Employee Benefits Corporation HIPAA, and/or COBRASecure Service Agreements, provided that such use or disclosure would not violate HIPAA if done by the Covered Entities.
3.2 Specific Use and Disclosure. Except as otherwise limited in this Agreement, Employee Benefits Corporation may disclose PHI for the proper management and administration by Employee Benefits Corporation, provided that disclosures are required by law, or Employee Benefits Corporation obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies Employee Benefits Corporation of any instances of which the person is aware in which the confidentiality of the information has been breached.
3.3 Data Aggregation Services. Employee Benefits Corporation may use PHI to provide data aggregation services relating to the health-care operations of the Covered Entities as permitted by 42 CFR 164.504(e)(2)(ii)(B).
4. Obligations of Covered Entities
4.1 Notice of Privacy Practices. The Covered Entities shall provide Employee Benefits Corporation with the notices of privacy practices that the Covered Entities produce, in accordance with 45 CFR 164.520, as well as any changes to such notices.
4.2 Changes in Permitted Use. The Covered Entities shall provide Employee Benefits Corporation with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Employee Benefits Corporation's permitted or required uses and disclosures.
4.3 Restrictions. The Covered Entities shall notify Employee Benefits Corporation of any restrictions to the use or disclosure of PHI that the Covered Entities have agreed to in accordance with 45 CFR 164.522.
4.4 Permissible Requests by Covered Entity. The Covered Entities shall not request Employee Benefits Corporation to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entities.

Information you'll need to complete this Business Associate Agreement: REVIEW ALL DOCUMENTS THOROUGHLY BEFORE BEGINNING

- The name of the Employer's designated Privacy Official
The names of people with whom Employee Benefits Corporation can discuss the Plan
You must submit this signed and dated HIPAA Business Associate Agreement when submitting either a BESTflex Plan, an EBC HRA or a COBRASecure Service Agreement in order to be compliant with HIPAA regulations
IN ORDER TO VALIDATE THE EFFECTIVE DATE (START DATE) OF THE BESTflex PLAN, THE EBC HRA OR COBRASecure, THIS SERVICE AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED AND BE RECEIVED BY EMPLOYEE BENEFITS CORPORATION BEFORE THE EFFECTIVE DATE OF THE PLAN

This Business Associate Agreement ("Agreement") is entered into and effective

July 01, 2007
Plan Start Date
by and between Employee Benefits Corporation and
City of Petal
Employer Name (aka "Employer")

The Employer maintains, for the benefit of its employees, a health care flexible spending arrangement ("FSA"), health reimbursement arrangement ("HRA"), and/or other health plan (the "Covered Entities"), to which the privacy and security rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") apply and for which Employee Benefits Corporation provides third-party administrative services (the "Services").

In providing the Services, Employee Benefits Corporation will have access to (or create) protected health information ("PHI") regarding individuals under the Covered Entities. The Employer (on behalf of the Covered Entities) and Employee Benefits Corporation agree as follows:

2. Obligations and Activity of Employee Benefits Corporation

- 2.1 Permitted Use and Disclosure. Employee Benefits Corporation may use and disclose PHI as necessary to perform the Services.
2.2 Safeguard PHI. Employee Benefits Corporation will use appropriate safeguards to prevent use or disclosure of PHI other than as provided by this Agreement. Employee Benefits Corporation will implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entities as required by the security rules of HIPAA.
2.3 Mitigate Damage Caused by Improper Disclosure. Employee Benefits Corporation will mitigate, to the extent practicable, any harmful effect known to Employee Benefits Corporation regarding its use or disclosure of PHI in violation of the requirements of this Agreement.
2.4 Reporting Disclosures. Employee Benefits Corporation will report to the Covered Entities any use or disclosure of PHI by Employee Benefits Corporation that is not provided for in this Agreement and any security incident of which Employee Benefits Corporation becomes aware.
2.5 Agents Agree to the Same Restrictions. If Employee Benefits Corporation provides (or PHI to any agent (or subcontractor), Employee Benefits Corporation will require the agent (or subcontractor) to protect the PHI to the extent that it would be protected by Employee Benefits Corporation. Moreover, Employee Benefits Corporation shall ensure that any such agent (or subcontractor) agrees to implement reasonable and appropriate safeguards to protect the PHI of the Covered Entities.

5. Term and Termination

- 5.1 Term. This Agreement shall be effective as of the Plan's Effective Date, and shall terminate when all of the PHI provided by the Covered Entities to Employee Benefits Corporation, or created or received by Employee Benefits Corporation on behalf of the Covered Entities, is destroyed or returned to the Covered Entities or protections are extended to the PHI in accordance with the termination provisions of this Section 5.
5.2 Termination for Cause. Upon a Covered Entity's knowledge of a material breach by Employee Benefits Corporation, the Covered Entity shall either:
a. Provide an opportunity for Employee Benefits Corporation to cure the breach or end the violation and terminate this Agreement and any other agreement between Employee Benefits Corporation and the Covered Entity (or between Employee Benefits Corporation and the Employer regarding the Covered Entity) if Employee Benefits Corporation does not cure the breach or end the violation within the time specified by the Covered Entity;
b. Immediately terminate this Agreement and any other agreement between the Covered Entity and Employee Benefits Corporation (or between Employee Benefits Corporation and the Employer regarding the Covered Entity) if Employee Benefits Corporation has breached a material term of this Agreement and cure is not possible; or
c. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the appropriate governmental authority.
5.3 Effect of Termination.
a. Return or Destruction of PHI. Except as provided in Section 5.3(b), upon termination of this Agreement for any reason, Employee Benefits Corporation shall return or destroy a) PHI received from the Covered Entities, or created or received by Employee Benefits Corporation on behalf of the Covered Entities. This provision shall apply to PHI that is in the possession of subcontractors or agents of Employee Benefits Corporation. Employee Benefits Corporation shall retain no copies of PHI.
b. Return or Destruction of PHI Infeasible. In the event that returning or destroying the PHI is infeasible, Employee Benefits Corporation shall provide to Covered Entities notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Employee Benefits Corporation shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Employee Benefits Corporation maintains PHI.
c. Continuing Privacy Obligation. Employee Benefits Corporation's obligation to protect the confidentiality of the PHI under this Agreement will be continuous and survive termination, cancellation, expiration, or other conclusion of this Agreement.

6. Miscellaneous

- 6.1 Regulatory References. A reference in this Agreement to a CFR section means the section as in effect or as amended and for which compliance is required.
6.2 Amendment. The parties agree to take such action to amend this Agreement from time to time as is necessary for the Covered Entities to comply with HIPAA.
6.3 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entities to comply with HIPAA.
6.4 Binding Effect. This Agreement shall amend, supplement, and supersede each other agreement between Employee Benefits Corporation and the Covered Entities (or the Employer on behalf of the Covered Entities) regarding any access that Employee Benefits Corporation may have to PHI. If the terms and conditions of those other agreements conflict with the terms and conditions of this Agreement, this Agreement shall control. This Agreement may not be amended by any subsequent agreement except one that specifically refers to this Agreement and that is signed by Employee Benefits Corporation and the Covered Entities (or the Employer on behalf of the Covered Entities).

The following information must be supplied as part of HIPAA's requirements:

Melissa Martin 608-545-1776
1. The plan designates the above person as the Privacy Official Phone
2. List the people with whom Employee Benefits Corporation may discuss the Plan on behalf of the Employer
Michelle A. Feller, Broker - Stewart Speed Hewes
Gay Nicholas, Asst. Mgr. - Stewart Speed Hewes
Jean Ishree - City of Petal

Employer signature
City of Petal
Company Name
Signature: Jean Ishree
Print Name: Jean Ishree
City Clerk
Title:
Date: June 19, 2007

Employee Benefits Corporation signature
Employee Benefits Corporation
Signature:
Print Name:
Title:
Date:

Information you'll need to complete this Service Agreement:

- An Employer Federal Employee Identification Number (FEIN)
An Employer Executive Contact
An Employer Administrative Contact
COBRA Administration Start Date
The number of Employees on the health plan
An Employer's benefit carrier information

To allow Employee Benefits Corporation to communicate with your insurance provider you must submit a signed and dated HIPAA Business Agreement to be compliant with HIPAA regulations

IN ORDER TO VALIDATE THE EFFECTIVE DATE (START DATE) OF COBRASecure, THIS SERVICE AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED AND BE RECEIVED BY EBC BEFORE THE EFFECTIVE DATE.

EBC does not offer COBRASecure services in Maine or West Virginia

As set forth below, the following Employer engages EMPLOYEE BENEFITS CORPORATION (EBC) - PO Box 44347, Madison, Wisconsin 53744-4347 (telephone 800-831-9445, toll free 800-346-2126), to provide services helping the Employer comply with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and comparable state statutes.

Enter Employer Information.

City of Petal, 64-0565 375, MS 39465, 119 West 8th Ave, Petal, MS 39465, Jean Isher, Melissa Martin, Missy@CityofPetal.com

Determine controlled groups or related companies.

Is the company listed above part of a controlled group or related to other companies?

Check only one option: Yes (attach addendum listing related employees) No

Choose services. Check only one option:

COBRA, All State Continuation only

Total number of employees, Number of employees covered by the health plan

Mississippi, States in which company had employees (the service in ME or WV)

Identify COBRA administration. Check only one option: Existing COBRA administration, Existing COBRA administration administered by EBC

Name of prior administrator



EBC Only

EBC Group ID Number

Group ID Number



Web Address

U.S. Mail

Phone

Fax

COBRA

Service Agreement

3

Employee Benefits Corporation

7786-01-02

CITY OF PETAL MINUTE BOOK 27

EXHIBIT "G"

Choose your Effective Date (start date).

07 01 2007

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The Service Agreement is signed and received by Employee Benefits Corporation after the Effective Date

Review the term of this contract.

This agreement shall begin on the date of the date listed in "Choose your Effective Date" or the date on which this Service Agreement was signed and shall continue until terminated as set forth in "Termination."

Select your health plans that are in place.

Medical insurance, Dental insurance, Vision insurance, Health Reimbursement Arrangement (HRA), Health Flexible Spending Account (FSA), Employer Maintained Wellness Program, Life, Other

Choose your COBRASecure administration features.

Employee Benefits Corporation invoices COBRA premiums as of the 1st of each month.

Choose who makes premium payments.

Check only one option: Employer pays ALL of the premiums for the COBRA participant, Employer PAYS premiums for the COBRA participant

Escrow (retroactive) plan

Examples include severance package or any other arrangement where the employer fully or partially pays premiums

Determine if there will be an alternative coverage retroactive plan.

Does the employee (or alternate coverage holder) pay? Yes No (Go to next section)

Will Employee Benefits Corporation bill invoices for the alternate coverage retroactive plan? Yes No

For how long will the alternate coverage retroactive plan be in place? 30 days 60 days Other

Choose whether to charge a disability extension administrative fee.

No, do not charge the additional fee Yes, charge the fee



Web Address

U.S. Mail

Phone

Fax

COBRA

Service Agreement

2

Employee Benefits Corporation

7786-01-02

Additional Employer Services

Employee Benefits Corporation will send Initial Notices to newly covered Employees and Dependents or the group health plan by first class mail with proof of mailing for no additional charge.

Employee Benefits Corporation will send Initial Notices to currently covered Employees and Dependents of the group health plan for a charge of \$2.75 per notice. Initial Notices are sent by first class mail with proof of mailing.

Initial Notice to newly covered Employees and Dependents of the group health plan. This will be billed to the employer.

Administration Fees

Service Fees for COBRASecure: Initial setup and monthly administrative fees are paid by BancorpSouth Insurance, Inc. as long as the employer remains a client of BancorpSouth Insurance, Inc.

Administrative Services Provided by Employee Benefits Corporation: The COBRASecure Answer Book, Initial set up of administrative software, Initial takeover of current COBRA contracts, Employer access to EBC Internet Notification System, Customer service via toll-free "Help Line", Provide semi-monthly reports to the Employer of contract activity, 24/7 secure access to www.ebc.com, Send COBRA Notices to qualified beneficiaries upon receipt of initial notification, Initial Notices to newly covered employees and dependents of the group health plan, Collect premiums from participants, Track COBRA enrollment forms, Send monthly premium notices to participants, Provide insurance coverage of letters, Send grace period and premium payment notices to COBRA participants, Ensure that all COBRA coverage is terminated at the appropriate date, Issue checks to employees, Cancel COBRA coverage if payment is not received by due date, Notify carrier of COBRA calculations, Notify COBRA contractors of any premium rate changes, Monitor COBRA contractors for individuals that reach age 65 and become ineligible for continuation, Maintain complete documentation archive.

2% Administration fee: Employee Benefits Corporation will charge and retain a 2% administration fee to COBRA participants where allowed by law.

Optional Legal Services: billed separately by Employee Benefits Corporation and subject to change.

Legal research or plan document changes by Employee Benefits Corporation: \$50.00/hour. One hour minimum.

Legal research or plan document changes by Employee Benefits Corporation: approved attorney fee attorney.



EBC Only

EBC Group ID Number

Group ID Number



Web Address

U.S. Mail

Phone

Fax

COBRA

Service Agreement

3

Employee Benefits Corporation

7786-01-02

City of Petal

64-0565 375, MS 39465, 119 West 8th Ave, Petal, MS 39465, Jean Isher, Melissa Martin, Missy@CityofPetal.com

Select your health plans that are in place (choose only one per form).

Medical insurance, Dental insurance, Vision insurance, Health Reimbursement Arrangement (HRA), Health Flexible Spending Account (FSA), Employer Maintained Wellness Program, Life, Other

Enter carrier information.

United Healthcare Add-on Unit, P.O. Box 1946, Oldsmar, FL 34677, 800-351-0978, 813-918-3724, GAI62860nm

Benefit Information Form

COBRA

Service Agreement

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Employee Benefits Corporation

7786-01-02

Enter coverage and eligibility information.

When a qualifying event occurs, active coverage ceases: Yes No

Employee eligibility: Yes No

Employee waiting period, participating in the health plan program: Yes No

Coverage specifics: Yes No

Enter monthly premium information.

Coverage rates: 345.73

Employee's name: 62979

Select your determination period.

10-1-93-0



Web Address

U.S. Mail

Phone

Fax

COBRA

Service Agreement

2

Employee Benefits Corporation

7786-01-02

City of Petal Company name Date (mm/dd/yyyy) (601) 544-1776

City of Petal 229 Date (mm/dd/yyyy) (601) 544-1776

EXHIBIT "G"

Select your health plans that are in place (choose only one per form). Medical Insurance, Dental Insurance, Vision Insurance, Health Care Flexible Spending Account (FSA), Cancer Insurance, Employer/Maintenance Wellness Program, Prescription Drug, Dental Insurance (separately elected), Vision Insurance (separately elected), Health Reimbursement Arrangement (HRA), Health Reimbursement Arrangement (HRA - separately elected), Executive Medical Reimbursement Plan, Employee Assistance Program (EAP) (if subject to COBRA).

Enter carrier information. This address is used to send notices to the carrier. Verify the address is correct or the carrier may not forward or process forms correctly. Guardian

Original effective date of policy (mm/dd/yyyy) 10/01/2006. Policy number G-00417747-10. Plan number (e.g. 501, 502, etc.) HPAA certifies election.

Enter coverage and eligibility information. See Note = Class I - All elected, appointed & officials & Dept. Heads; Date sworn in to office or appointment. End of month, Event date, Employee eligibility.

Enter monthly premium information. Coverage Level Monthly Rate (net including 2% administration fees) 20.33. Employee & Spouse 44.10. Family Coverage 75.19.

Select your determination period. A 12-month period of time established by the plan. Also check if it is the same as the plan year for the health benefit. The determination period must be applied consistently from year to year and cannot be changed once the determination period has started.

Web Address: www.ebcs.com U.S. Mail: Employee Benefits Corporation PO Box 4347 Madison WI 53744-4347 Phone: Monday - Friday 8:00 - 5:00 CST 608.831.3445 800.246.2128 Fax: 608.621.4750

Web Address: www.ebcs.com U.S. Mail: Employee Benefits Corporation PO Box 4347 Madison WI 53744-4347 Phone: Monday - Friday 8:00 - 5:00 CST 608.831.3445 800.246.2128 Fax: 608.621.4750

Responsibilities of the Employer

Effect of Service Agreement This Service Agreement is a contract between the Employer and Employee Benefits Corporation. BancorpSouth Insurance, Inc. is not a party to this Service Agreement.

Plan Administrator Although Employee Benefits Corporation is providing certain services to the Employer regarding the Employer's group health plans, the Employer acknowledges that Employee Benefits Corporation is not the plan "administrator" as that term is used by the Employee Retirement Income Security Act of 1974 (ERISA).

Optimal Legal Services Optional legal services are billed separately and subject to change. Legal research or BESTflex document changes by Employee Benefits Corporation are \$20.00 per hour with a one hour minimum. Legal research or BESTflex document changes by Employee Benefits Corporation-appointed attorney are billed at the attorney's hourly rate.

Necessary Information For COBRASecure The Employer agrees to provide Employee Benefits Corporation with the following information relating to the Employer's group health plans and covered employees and dependents.

- Provide a copy of last health insurance billing statement
Complete Takeover Forms for all contributors currently on or eligible for COBRA
Respond to periodic surveys required by Employee Benefits Corporation for plan operation

Ongoing COBRASecure Administration The Employer agrees to inform Employee Benefits Corporation of all pertinent information relating to the Employer's group health plans at the inception of this Service Agreement and as later modified by the Employer.

The Employer will provide, on Employee Benefits Corporation forms, information relating to the following events that may require action under COBRA:

- The death of the covered employee
The termination, or reduction of hours, of the covered employee's employment
The divorce or legal separation of the covered employee from the employer's spouse
The covered employee becoming entitled to benefits under Title XVII of the Social Security Act (Medicare)
A dependent child ceasing to be a dependent under the generally applicable requirements of the plan
Bankruptcy under Title 11 for persons with retiree coverage if it causes a substantial loss of coverage within one year
Any other relevant information to the fulfillment of this agreement as it is necessary for compliance with COBRA or the generally applicable requirements of the plan

HIPAA Regulations HIPAA imposes many obligations on employers and health plan sponsors. Employee Benefits Corporation shall not be responsible for complying with any of those obligations other than (if indicated in "COBRASecure HIPAA Certificates of Creditable Coverage" of this Service Agreement) to provide Certificates of Creditable Coverage.

Web Address: www.ebcs.com U.S. Mail: Employee Benefits Corporation PO Box 4347 Madison WI 53744-4347 Phone: Monday - Friday 8:00 - 5:00 CST 608.831.3445 800.246.2128 Fax: 608.621.4750

Indemnity clause

Employee Benefits Corporation shall indemnify the Employer from any taxes, fines, or penalties (and related reasonable attorneys' fees) incurred by the Employer as a result of Employee Benefits Corporation's failure to fulfill its duties under this Service Agreement.

Terminations Termination At End Of Term After 60-Day Notice. Either party may, upon written notice to the other party at least sixty (60) days before the end of the Initial Term or any of its renewals, terminate this Agreement effective as of such end-of-Term date.

Other Termination by Employee Benefits Corporation Employee Benefits Corporation may terminate the Service Agreement effective (1) as of an end-of-Term date without the 60-day notice or (2) on a date other than an end-of-Term date, but only if the Employer previously breached this Service Agreement, such as by failing to pay Employee Benefits Corporation for its services.

Employer signature By: Jean Clark City Clerk Date (mm/dd/yyyy) 06/19/2007

Employee Benefits Corporation signature By: Signature

Title Agent/broker information BancorpSouth Insurance, Inc. 72-1381997 Tax identification number (TIN)

Business address P.O. Box 250 Gulfport MS 39501 2909 13th st Gulfport MS 39501

Michelle A. Fuller (601) 545-2050 Extension (601) 545-8877 Michelle.Fuller@bsi.com

Doug Cluff / John Wicker Employee Benefits Corporation Representative

Web Address: www.ebcs.com U.S. Mail: Employee Benefits Corporation PO Box 4347 Madison WI 53744-4347 Phone: Monday - Friday 8:00 - 5:00 CST 608.831.3445 800.246.2128 Fax: 608.621.4750

ORDINANCE NUMBER 1979 (42-A273)

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 1979 (42) OF THE CITY OF PETAL, MISSISSIPPI, AS AMENDED BY ORDINANCE NUMBERS 1979 (42-1) THROUGH 1979 (42-A272) SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY LOCATED AT 905 HIGHWAY 42, PETAL, MS, FROM R-1 (LOW DENSITY RESIDENTIAL) TO C-2 (GENERAL COMMERCIAL DISTRICT)

EXHIBIT "H"

WHEREUPON, the foregoing Ordinance be, and the same is hereby passed, adopted and approved on this the 19th day of June 2007.


CARL SCOTT, MAYOR

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

MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance Number 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A272) and the same is hereby changed and amended as per petition filed in connection therewith so that the land described as listed below. Change of current zoning from R-1 (Low Density Residential) to C-2 (General Commercial District)

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

COM SE COR NW 1/4 SW 1/4 & RUN W ALG S L 41 36 FT TH N 34 53 FT TO POB BEING & LYING ON N ROW HWY 42 & 20 FT W OF CO RD THREE L 336 80 FT AL G SAID RD TH W 414 S 34 7 E 414 TO POB. PARCEL 43-0210-32-018 IN FORREST COUNTY, MS

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

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning Ordinance No. 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A272) shall be and remain in full force and form as adopted on June 19, 2007.

SECTION 3. That this Ordinance shall take effect and be in full force within thirty (30) days from and after its passage as provided by law. The foregoing Ordinance having been reduced to writing, the same was introduced and read, and a vote was taken thereon, first section by section and then upon the Ordinance as a whole with the following results:

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

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

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

NONE

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

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

(SEAL)

ATTEST:


JEAN WHITE, CITY CLERK

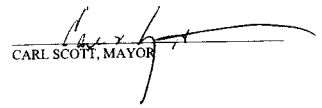
PUBLISH TIME: July 5, 2007

ORDINANCE NUMBER 1979 (42-A274)

EXHIBIT "I"

WHEREUPON, the foregoing Ordinance be, and the same is hereby passed, adopted and approved on this the 19th day of June 2007.

AN ORDINANCE CHANGING AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE NO. 1979 (42) OF THE CITY OF PETAL, MISSISSIPPI, AS AMENDED BY ORDINANCE NUMBERS 1979 (42-1) THROUGH 1979 (42-A273) SO AS TO CHANGE THE ZONING CLASSIFICATION OF PROPERTY LOCATED ON HILLCREST LOOP, PETAL, MS, FROM MHP (MOBILE HOME PARK) TO R-1 (LOW DENSITY RESIDENTIAL)


CARL SCOTT, MAYOR

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

MISSISSIPPI:

SECTION 1. That the Comprehensive Zoning District Map, adopted as part of the Comprehensive Zoning Ordinance Number 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A273) and the same is hereby changed and amended as per petition filed in connection therewith so that the land described as listed below. Change of current zoning from MHP (Mobile Home Park) to R-1 (Low Density Residential).

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

COM SW COR SEC 1 & RUN E 214FT TH N154FT FOR POB TH NE400 NELY 150 S 210 NELY 46 N 54.9 SELY 122 SLY ALGRD 235 NWLY ALGFEN 104 W 109 NWLY ALG FEN 59 SWLY ALG FEN 16.3 N 226 TO POB; PARCEL #3-030G-01-113.00, IN FORREST COUNTY, MS

as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, is hereby classified and placed in the R-1 (Low Density Residential) zoning.

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Comprehensive Zoning Ordinance No. 1979 (42) of the City of Petal, Mississippi, as amended by Ordinance Numbers 1979 (42-1) through 1979 (42-A273) shall be and remain in full force and form as adopted on June 19, 2007.

SECTION 3. That this Ordinance shall take effect and be in full force within thirty (30) days from and after its passage as provided by law. The foregoing Ordinance having been reduced to writing, the same was introduced and read, and a vote was taken thereon, first section by section and then upon the Ordinance as a whole with the following results:

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

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

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

NONE

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

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

(SEAL)

ATTEST:


JEAN SHEE, CITY CLERK

PUBLISH 1 TIME: July 5, 2007

EXHIBIT "J"

THEREUPON, CHAIRMAN LEWIS YIELDED THE FLOOR TO JIMMY AND VERONICA JAMISON. THE JAMISON'S ARE REQUESTING A CONDITIONAL USE FOR THEIR PROPERTY LOCATED AT 405 HILLSIDE DRIVE. MRS. JAMISON STATED THAT SHE KEEPS THREE MENTALLY HANDICAPPED MEN IN HER HOME AND HAS HAD THEM AT HER HOME FOR ABOUT FOUR YEARS. THEY ARE LIKE FAMILY TO HER AND HER HUSBAND. SHE RECEIVES THEIR CHECKS, TAKES THEM TO THE DOCTOR, AND PROVIDES A HOME AND MEALS FOR THEM. SHE STATED THAT HER MOTHER-IN-LAW PREVIOUSLY HAD A PERSONAL CARE HOME ON JAMES STREET AND HAD TO RETIRE AFTER TWENTY-FIVE YEARS. THESE THREE MEN WERE FROM THE ORIGINAL CARE HOME. SHE STATED THAT SHE DOES NOT HAVE TO HAVE A STATE LICENSE BECAUSE SHE ONLY HAS THREE AND THAT PINE BELT COMES OUT PERIODICALLY TO CHECK THE LIVING CONDITIONS, ETC.

THEREUPON, CHAIRMAN LEWIS ASKED FOR PUBLIC COMMENT. BARBARA LOFTON, THE JAMISON'S NEIGHBOR AT 407 HILLSIDE DRIVE, STATED THAT SHE HAS AN ISSUE WITH THE NUMBER OF PEOPLE LIVING IN THE HOME. SHE STATED THAT SHE HAS SEEN AS MANY AS FIVE MEN GETTING ON THE BUS AND FEELS LIKE THERE ARE TOO MANY PEOPLE IN THE HOUSE FOR THE SIZE OF THE HOUSE. BUILDING OFFICIAL DARRIN CARROLL STATED THAT HE AND CODE ENFORCEMENT OFFICER LARRY CARROLL HAVE BOTH INSPECTED THE HOUSE AND NOTED THAT THE HOUSE IS VERY CLEAN AND THERE IS ENOUGH ROOM FOR EVERYONE THERE. MR. CARROLL NOTED THAT THERE ARE ONLY THREE BEDS SET UP FOR THE MEN. HE ALSO REMINDED THE PLANNING COMMISSION THAT THEY CAN GRANT THE CONDITIONAL USE WITH THE STIPULATION THAT THE JAMISON'S CANNOT REPLACE ANY OF THE THREE MEN WITH OTHER PEOPLE. PAUL DUNBAR, NEIGHBOR WHO LIVES ACROSS THE STREET FROM THE JAMISON'S, STATED THAT HE HAS NO PROBLEM WITH THE MEN WHO LIVE AT THE JAMISON HOUSE.

THEREUPON, CHAIRMAN LEWIS ASKED FOR PLANNING COMMISSION DISCUSSION. COMMISSIONER ADAMO ASKED MRS. JAMISON A FEW QUESTIONS ABOUT THE NUMBER OF MEN AT HER HOME. SHE STATED THAT SHE HAS ALWAYS HAD JUST THREE, BUT THAT ONE OF THEIR FRIENDS MAY VISIT THEM.

THEREUPON, COMMISSIONER ADAMO MADE A MOTION TO GRANT THE PERMIT. THE PERMIT WILL INCLUDE THE NAMES AND IDENTIFICATION FOR EACH OF THE THREE MEN. ONLY THE THREE MEN LISTED ON THE PERMIT ARE PERMITTED TO RESIDE AT 405 HILLSIDE DRIVE AND CANNOT BE REPLACED UPON REMOVAL, DEATH, ETC. IT IS THE RESPONSIBILITY OF THE JAMISON'S TO NOTIFY THE BUILDING DEPARTMENT OF ANY CHANGES OF LIVING STATUS FOR THE OCCUPANTS AND THE CITY OF PETAL IS GRANTED PERMISSION BY THE JAMISON'S TO INSPECT THE PROPERTY ANYTIME IT IS DEEMED NECESSARY. COMMISSIONER LUCKEL SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

LINDA TISDALE
TOMMYE CORLEY
JAMES WALLACE
PENNY LUCKEL
JOE ADAMO
PARKER CHAPMAN
JAMES WARREN
CHARLES BLACKWELL

THOSE PRESENT AND VOTING "NAY"

CITY OF PETAL
MINUTE BOOK 27

EXHIBIT "K"

AN ORDINANCE AMENDING THE COMPREHENSIVE
ZONING ORDINANCE FOR THE CITY OF PETAL,
MISSISSIPPI, TO AMEND SECTION OF ORDINANCE
FOR SALE OR REPAIR OF VEHICLES ON PUBLIC
PROPERTY AND SALE OF VEHICLES IN
RESIDENTIAL DISTRICTS

No resident residing in a RF, R1, R2, R3 or R4 zoning district shall have more than one (1) new or used vehicle for sale on their premises at any given point in time.

The above and foregoing ordinance amending Ordinance 1979(42-A) Section 1, 7.42, 7.421, and 7.44, having been reduced to writing, the same was introduced and read and a vote was taken thereon, first section by section and then upon the foregoing ordinance as a whole, with the following results:

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

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

Those present and voting "NAY" or against the passage, adoption, and approval of Section I amendment of the foregoing Ordinance:

None

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

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

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

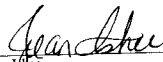
None

WHEREUPON, the foregoing Ordinance be and the same is hereby passed, adopted and approved on this the 19th day of June, 2007.

Carl Scott
Mayor

(SEAL)

ATTEST:



Jean Lacey
City Clerk

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

SECTION I. The following article of Ordinance (42) Article Supplementary

Provisions, Section 7.4 Automobile service related establishments be amended as follow:

7.42. Sale or Repair of Vehicle on Public Property

No person shall park a vehicle upon a roadway, street, alley, sidewalk or sidewalk area, in a park or in any publicly owned parking area within the city for the principal purpose of:

1. Displaying such vehicle for sale
2. Repairing such vehicle, except repairs necessitated by an emergency

Whenever a parked vehicle displays a sign or message indicating that it is being offered for sale, such display shall be prima facie evidence that the vehicle is parked for the principal purpose of being displayed for sale. For purpose of this section, the term "vehicle" shall include any device capable of being moved from place to place upon wheels or tracks, as well as devices capable of being moved on or through water or air, such as boats and airplanes

For purpose of this section only, it shall be presumed that the person that parked the vehicle was the registered owner of the vehicle, or was parked with the registered owner's knowledge and permission.

7.421 Sale of Single Used Vehicles

It shall be unlawful for any commercial establishment in a CO, C1, C2, C3, I1 or I2 zoning district to place for sale any new or used vehicle on their premise without prior approval by the Mayor and Board of Aldermen or unless specifically licensed and permitted to do so.

7.44 Sale of Vehicles in Residential Districts

No person shall park a vehicle upon private property belonging to another for the principal purpose of displaying such vehicle for sale. It shall be unlawful for the owner of any property located within the city to allow vehicles owned by others to be parked on such property for the principal purpose of being offered for sale.

Whenever a parked vehicle displays a sign or message indicating that it is being offered for sale, such display shall be prima facie evidence that the vehicle is parked for the principal purpose of being displayed for sale. For purposes of this section, the term "vehicle" shall include any device capable of being moved from place to place upon wheels or tracks, as well as devices capable of being moved on or through water or air, such as boats and airplanes.

For purpose of this section only, it shall be presumed that the person that parked the vehicle was the registered owner of the vehicle, or was parked with the registered owner's knowledge and permission.

The provisions of this section shall not apply upon land zoned by the city for commercial sales of vehicles through Board approved conditional use permits.

RESCIND

7.44 Sale of Vehicle in Residential Districts



Flood Hazard Prevention Ordinance

June, 2007

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ORDINANCE 2007(6)

FLOOD DAMAGE PREVENTION ORDINANCE

An Ordinance making certain findings, making a statement regarding statutory authorization, making certain findings of fact, defining certain terms providing general provisions, providing for administration and other provisions for flood hazard reduction, repealing Ordinance 1998(93) and for related purposes

ARTICLE 1 STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

SECTION A STATUTORY AUTHORITY

The Legislature of the State of Mississippi has in Title 17, Chapter 1, Mississippi Code 1972 Annotated delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Board of Aldermen of Petal, Mississippi does hereby adopt the following floodplain management regulations:

SECTION B FINDINGS OF FACT

- (1) The flood hazard areas of Petal, Mississippi are subject to periodic inundation, which potentially results in loss of life and property, creates health and safety hazards, disrupts commerce and governmental services, causes extraordinary public expenditures for flood protection and relief, and causes impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages.

SECTION C STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities.
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.
- (4) Control filling, grading, dredging and other development which may increase erosion or flood damage; and,
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

SECTION D OBJECTIVES

The objectives of this ordinance are:

- (1) To protect human life and health;
- (2) To minimize expenditure of public money for costly flood control projects.
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business interruptions;
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, street and bridges located in floodplains;
- (6) To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood height areas; and
- (7) To ensure that potential homebuyers are notified that property is in a flood area.

SECTION E METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;

- (2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging, and other development which may increase flood damage; and,
- (5) Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas.

ARTICLE 2 DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

A Zone means portions of the SFHA in which the principle source of flooding is runoff from rainfall, snowmelt or a combination of both. In A zones, floodwaters may move slowly or rapidly, but waves are usually not a significant threat to buildings. Areas of 100-year flood, base flood elevations and flood hazard factors not determined.

A1 - A30 and AE zone is the Special Flood Hazard Area inundated by the 100-year flood, base flood elevations are determined.

Accessory structure (Appurtenant structure) means a structure, which is located on the same parcel of property as the principle structure and the use of which is incidental to the use of the principle structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load bearing wall other than a firewall. Any walled and roofed addition, which is connected by a firewall or is separated by independent perimeter load-bearing walls, is new construction.

Appeal means a request for a review of the floodplain administrator's interpretation of any provision of this ordinance or a request for a variance.

AR/A1 - A30, AR/AE, AR/AH, AR/AO, and AR/A zones are SFHAs that result from the decertification of a previously accredited flood protection system that is in the process of being restored to provide a 100-year or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 zone is that part of the SFHA inundated by the 100-year flood to be protected from the 100-year flood by a Federal flood protection system under construction, no base flood elevations are determined.

Area of special flood hazard is the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year.

B and X zones (shaded) are areas of 500-year flood, areas subject to the 100-year flood with average depths of less than 1 foot or with contributing drainage area less than 1 square mile, and areas protected levees from the base flood.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood").

Base Flood Elevation (BFE) is the elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

Basement means that portion of a building having its floor sub-grade (below ground level) on all sides.

Building: See Structure

C and X (unshaded) zones are areas determined to be outside the 500-year floodplain.

Community is a political entity that has the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Floodplain Management Map means any map produced by the community utilizing any base flood elevation and floodway data available from a federal, state, or other source.

CITY OF PETAL
MINUTE BOOK 27

EXHIBIT "L"

Recreational vehicle means a vehicle that is:

- a.) Built on a single chassis;
- b.) 400 square feet or less when measured at the largest horizontal projection;
- c.) Designed to be self-propelled or permanently towable by a light duty truck; and,
- d.) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the phase of the community's participation in the NFIP where more comprehensive floodplain management requirements are imposed and higher amounts of insurance are available based upon risk zones and elevations determined in a FIS.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Repair means the reconstruction or renewal of any part of an existing building.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, equals or exceeds twenty-five percent of the market value of the structure before the damage occurred.

Section 1316 is that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that the Administrator finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Significant hazard dam means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use, or service of relatively important public utilities.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as Zone A, AE, A1 - A30, AH, AO, AR, V, VE, or V1-V30.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act P. L. 97-348), includes substantial improvement, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means all walled and roofed buildings, including gas or liquid storage tanks and manufactured homes that are principally above ground.

Subrogation means an action brought by FEMA when flood damages have occurred, flood insurance has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term includes Repetitive Loss buildings (see definition).

For the purposes of this definition, "repair" is considered to occur when the first repair or reconstruction of any wall, ceiling, floor, or other structural part of the building commences.

The term does not apply to:

- a.) Any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, or

- b.) Any alteration of a "historic structure" provided that the alteration does not preclude the structure's continued designation as a "historic structure"; or
- c.) Any improvement to a building.

Substantial Improvement means any combination of reconstruction, alteration, or improvement to a building, taking place during the life of the building, in which the cumulative percentage of improvement equals or exceeds fifty percent of the current market value of the building. For the purposes of this definition, an improvement occurs when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. This term includes structures, which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work done.

The term does not apply to:

- a.) any project for improvement of a building required to comply with existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are solely necessary to assure safe living conditions, or
- b.) Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure." Or
- c.) Any building that has been damaged from any source or is categorized as repetitive loss.

Substantially improved existing manufactured home parks or subdivisions is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal of a participating community from the NFIP because the community has not enacted and/or enforced the proper floodplain management regulations required for participation in the NFIP.

Variance is a grant of relief from the requirements of this ordinance, which permits construction in a manner otherwise prohibited by this ordinance where specific enforcement would result in unnecessary hardship.

Violation means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

X zone means the area where the flood hazard is less than that in the SFHA. Shaded X zones shown on recent FIRMs (B zones on older FIRMs) designate areas subject to inundation by the flood with a 0.2-percent annual probability of being equal or exceeded (the 500-year flood). Unshaded X zones (C zones on older FIRMs) designate areas where the annual exceedance probability of flooding is less than 0.2 percent.

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

ARTICLE 3 GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all areas of special flood hazard (SFHA) within the jurisdiction of the Board of Aldermen of Petal, Mississippi.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

- (1) The areas of special flood hazard identified by the Federal Emergency Management Agency in Flood Insurance Rate Map (multiple panels) numbers 28035C0045C, and 28035C0075C date April 2, 1990 respectively (for incorporated communities within a county)

And other supporting data are adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study and / or maps are on file at the Code Enforcement Office of the City of Petal located at 101 West 8th Avenue, Petal Mississippi

SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT

A development permit shall be required in conformance with the provision of this ordinance prior to the commencement of any development activities in the areas of special flood hazard.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and;
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions.

Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of Board of Aldermen of Petal, Mississippi or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES VIOLATION

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$1,000.00 or imprisoned for not more than 90 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as is necessary to prevent or remedy any violation.

ARTICLE 4 ADMINISTRATION

SECTION A. DESIGNATION OF FLOOD DAMAGE PREVENTION ORDINANCE ADMINISTRATOR

The Board of Aldermen of Petal, Mississippi hereby appoints the Code Official of the City of Petal to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator and/or the administrator.

SECTION B. PERMIT PROCEDURES

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- (1) Application Stage.
 - a.) Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings;
 - b.) Elevation in relation to mean sea level to which any non-residential building will be flood-proofed;
 - c.) Certificate from a registered professional engineer or architect that the non-residential flood-proofed building will meet the floodproofing criteria in Article 5, Section B (2) and Section D (2);
 - d.) Description of the extent to which any watercourse will be altered or relocated as result of proposed development, and;
- (2) Construction Stage:

Upon placement of the lowest floor, or flood-proofing by whatever construction means, it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the NGVD elevation of the lowest floor or floodproofed elevation, as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. (The Floodplain Administrator shall review the lowest floor & floodproofing elevation survey data submitted.) The permit holder immediately and prior to further progressive work being permitted to proceed shall correct deficiencies detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

SECTION C. POWERS, DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator and/or staff is hereby authorized and directed to enforce the provisions of this ordinance. The administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

Duties of the administrator shall include, but not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied;
- (2) Advise permittee that additional federal or state permits may be required, and if specific federal or state permit requirements are known, require that copies of such permits be provided and maintained on file with the development permit.
- (3) Notify adjacent communities, the State NFIP Coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is not diminished.
- (5) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new or substantially improved buildings, in accordance with Article 4, Section B (2).
- (6) Verify and record the actual elevation (in relation to mean sea level) to which the new or substantially improved buildings have been floodproofed, in accordance with Article 4, Section B (2).
- (7) Review certified plans and specifications for compliance.
- (8) Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation. The person

CITY OF PETAL MINUTE BOOK 27

EXHIBIT "L"

Community Rating System (CRS) is a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Community Flood Hazard Area (CFHA) is an area that has been determined by the Floodplain Administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information, and other available and reliable sources, which may be subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes areas downstream from dams.

Critical facility means a facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste.

D zone is an area in which the flood hazard is undetermined.

Dam is any artificial barrier, including appurtenant works, constructed to impound or divert water, water, water, liquid, boric materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered one dam.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Elevated building means a non-basement building built to have the lowest floor elevated above the ground level by means of fill, solid foundation perimeter walls, pilings, columns (posts and piers), shear walls, or breakaway walls.

Elevation Certificate is a certified statement that verifies a building's elevation information.

Emergency Program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance at subsidized rates on all insurable buildings in that community before the effective date of the initial FIRM.

Enclosure Below the Lowest Floor see "Lowest Floor."

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (Floodplain Management) issued by President Carter in 1977, this order requires that no federally assisted activities be conducted in or have the potential to affect identified Special Flood Hazard Areas, unless there is no practicable alternative.

Existing Construction any structure for which the "start of construction" commenced before April 2, 1990.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community before April 2, 1990.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Fill means a deposit of earth material placed by artificial means.

Five-Hundred Year Flood means the flood that has a 0.2 percent chance of being equaled or exceeded in any year. Areas subject to the 500-year flood have a moderate to low risk of flooding.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- The overflow of inland or tidal waters,
- The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Boundary and Floodway Map (FBFM) means the official map on which the Federal Emergency Management Agency (FEMA) or Federal Insurance Administration (FIA) has delineated the areas of flood hazards and regulatory floodway.

3

- Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- Individually listed on a local inventory historic places in communities with historic preservation programs that have been certified either:
 - By an approved state program as determined by the Secretary of the Interior; or
 - Directly by the Secretary of the Interior in states without approved programs.

Hydrologic and hydraulic engineering analysis means an analysis performed by a professional engineer, registered in the State of Mississippi, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and/or floodway boundaries.

Increased Cost of Compliance (ICC) means the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are elevation, removal, demolition, or any combination thereof. All renewal and new business policies with effective dates on or after June 1, 1997, will include ICC coverage.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

Letter of Map Amendment (LOMA)

A revision based on technical data showing that a property was incorrectly included in a designated SFHA. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to man-made changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Conditional Letter of Map Revision (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure, usually earthen embankments designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices. For a levee system to be recognized, the following criteria must be met: All closure devices or mechanical systems for internal drainage, whether manual or automatic, must be operated in accordance with an officially adopted operation manual (a copy of which must be provided to FEMA by the operator when levee or drainage system recognition is being sought or revised). All operations must be under the jurisdiction of a Federal or State agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP.

Low hazard dam means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.

Lowest adjacent grade means the elevation of the sidewalk, patio, deck support, or basement entry way immediately next to the structure and after the completion of construction. It does not include earth that is employed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the non-elevation provisions of this code.

Manufactured home means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when attached to the required utilities. The term manufactured home does not include a recreational vehicle.

Flood Hazard Boundary Map (FHBM) means an official map of a community, issued by FEMA, where the boundaries of the areas of special flood hazard have been identified as Zone A.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the official hydraulic & hydrologic report provided by FEMA. The report contains flood profiles, as well as the FIRM, FHBM (where applicable) and the water surface elevation of the base flood.

Floodplain means any land area susceptible to being inundated by flood waters from any source.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain Administrator is the individual appointed to administer and enforce the floodplain management regulations.

Floodplain management regulations means the ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing Certificate is a form used to certify compliance for non-residential structures as an alternative to elevating buildings to or above the BFE.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway fringe means that area of the floodplain on either side of the regulatory floodway where encroachment may be permitted without additional hydraulic and/or hydrologic analysis.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management. It is used to compensate for the many unknown factors that could contribute to flood heights greater than those calculated for the base flood.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, ship repair, or seafood processing facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

Hardship (as related to variances of this ordinance) means the exceptional hardship that would result from a failure to grant the requested variance. The Board of Aldermen requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Hazard potential means the possible adverse incremental consequences that result from the release of water or stored contents due to failure of a dam or this operation of a dam or appurtenances. The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g., safety, structural integrity, flood routing capacity).

High hazard dam means a class of dam in which failure may cause loss of life, serious damage to residential, industrial, or commercial buildings, or damage to, or disruption of, important public utilities or transportation facilities such as major highways or railroads. Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential, commercial, or industrial areas will be assigned this classification, unless the applicant provides convincing evidence to the contrary. A development permit is required for a building and associated fill downstream from a dam at any location where flooding can be reasonably anticipated from principal or emergency spillway discharges, or from overtopping and failure of the dam.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a building.

Historic Structure means any structure that is:

- Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

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Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Panel Number is the four-digit number followed by a letter suffix assigned by FEMA on a flood map. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised.

Map Amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA).

Market value means the building value, excluding the land (as agreed between a willing buyer and seller), as established by what the local real estate market will bear. Market value can be established by independent certified appraisal, replacement cost depreciated by age of building (Actual Cash Value) or adjusted assessed values.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD).

Mitigation means sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. The purpose of mitigation is twofold: to protect people and structures, and to minimize the costs of disaster response and recovery.

National Flood Insurance Program (NFIP) is the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New Construction means a structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structure and any construction beginning on a new foundation system or construction beginning with existing foundation system and the raising of new walls.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Non-Residential means, but is not limited to, small business concerns, churches, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels or motels with normal room rentals for less than 6 months duration.

Obstruction includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One-Hundred Year Flood (100-Year Flood) is the flood that has a 1-percent or greater chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to the 100-year flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood with the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM Construction means construction or substantial improvement that started on or after the effective date of the initial FIRM of the community or after December 31, 1974, whichever is later.

Pre-FIRM Construction means construction or substantial improvement, which started on or before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Probation means of formally notifying participating communities of violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance, anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

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- b.) Place a statement on the face of the plat prohibiting construction in the designated area of special flood hazard inundated by the 100-year flood.
- (9) Notice must be sent to the State NFIP Coordinator indicating that a waiver has been granted for Section F (4) providing written details of the waiver for any waiver granted by the Floodplain Administrator.

EXHIBIT "L"

SECTION H. CRITICAL FACILITIES

Construction of new or substantially improved critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet (approximately 500-year floodplain) or more above the level of the base flood elevation at the site. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

ARTICLE 6 VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The Board of Aldermen of Petal, Mississippi shall hear and decide appeals and requests for variances from requirements of this ordinance.

SECTION B. DUTIES OF VARIANCE AND APPEALS BOARD

The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the board may appeal such decision to the Municipal Court of the City of Petal as provided by the Mississippi Annotated Code of 1972.

SECTION C. VARIANCE PROCEDURES

In passing upon such applications, the Board of Aldermen shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance, and:

- (1) The danger that materials may be swept onto other lands to the injury of others;
- (2) The danger of life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- (4) The importance of the services provided by the proposed facility to the community;
- (5) The necessity to the facility of a waterfront location, where applicable;
- (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- (7) The compatibility of the proposed use with existing and anticipated development;
- (8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (10) The expected heights, velocity, duration, rate of rise, and sediment of transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
- (11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (12) Upon consideration of factors listed above, and the purpose of this ordinance, the Board of Aldermen may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (13) Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

SECTION D. CONDITIONS FOR VARIANCES

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- (1) Variances shall only be issued when there is:
 - a.) A showing of good and sufficient cause;
 - b.) A determination that failure to grant the variance would result in exceptional hardship; and,
 - c.) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud or victimization of the public, or conflict with existing local laws or ordinances.
- (2) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and in the instance of an "historic structure," a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation. (See Article 6, Section E.)
- (4) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency or Mississippi Emergency Management Agency upon request. (See Section E.)

SECTION E. VARIANCE NOTIFICATION

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage; and,
- (2) Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City of Petal Code Enforcement. Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in the community's biennial report submission to the Federal Emergency Management Agency.

SECTION F. HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of "historic structures" upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an "historic structure" and the variance is the minimum to preserve the historic character and design of the structure.

SECTION G. SPECIAL CONDITIONS

Upon consideration of the factors listed in Article 6, and the purposes of this ordinance, the Petal Board of Aldermen may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this ordinance.

SECTION H. FLOODWAY

Variances shall not be issued by a community within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

ARTICLE 7 SEVERABILITY

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance. This ordinance having first been reduced to writing was adopted at a public meeting of the Board of Aldermen, on June 19, 2007, wherein the vote was as follows:

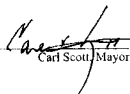
Alderman David Clayton
Alderman Kay Farley
Alderman James Moore
Alderman Steve Stringer

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Alderman Liesa Weaver

The above and foregoing Ordinance having received the majority of the vote of the Board of Aldermen, the above and foregoing Ordinance is hereby adopted on this the 19th day of June, 2007.

(SEAL)


Carl Scott, Mayor

ATTEST


Jean Shree, City Clerk

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EXHIBIT "L"

contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article

- (9) When base flood elevation data or floodway data have not been provided in accordance with Article 3, Section B, then the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer the provisions of Article 5.
- (10) Provide information, testimony, or other evidence, as needed during variance request hearings
- (11) When damage occurs to a building or buildings, the following actions shall be conducted
 - a) Determine whether damaged structures are located within the Special Flood Hazard Area.
 - b) Conduct damage assessments for those damaged structures located in the SFHA, and
 - c) Make a reasonable attempt to notify owners of damaged structures of the requirement to obtain a building permit, floodplain development permit prior to repair, rehabilitation or reconstruction

ARTICLE 5 PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In all areas of special flood hazard the following provisions are required

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- (2) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of 1-foot above the Base Flood Elevation;
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of "new construction" as contained in this ordinance, and,
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-compliance is not furthered, extended, or replaced
- (11) New construction and substantial improvements built on fill shall be constructed on the property designed and compacted fill that extends beyond the building walls before dropping below the base flood elevation, and shall have appropriate protection from erosion and scour

SECTION B. SPECIFIC STANDARDS

In all areas of special flood hazard where base flood elevation data have been provided, as set forth in Article 3, Section B, the following provisions are required

- (1) **Residential Construction.** New construction or substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated no lower than 1-foot above the base flood elevation. Should solid foundation perimeter walls be used

to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of Article 5, Section B, 238

- (2) **Non-Residential Construction.** New construction or substantial improvement of any commercial, industrial, or non-residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than 1 foot above the level of the base flood elevation. Buildings located in all A-Zones may be flood proofed in lieu of being elevated provided that all areas of the building below the BFE (plus any community free board) are water tight with walls substantially impervious to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Article 4, Section B (1) and B (2)
- (3) **Elevated Buildings.** New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the base flood elevations shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.
 - a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 - (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - (ii) The bottom of all openings shall be no higher than one foot above foundation interior grade (which must be equal to in elevation or higher than the exterior foundation grade)
 - (iii) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions;
 - (iv) Limited in use to parking, storage, and building access; and,
 - (v) Limited to less than 300 square feet
 - b) Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and
 - c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms
 - d) Property owners shall be required to execute a floodplain venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will not violate the requirements of this Article 5 Section B. (3).
- (4) Detached storage buildings, shed, or other like accessory improvements, excluding detached garages, carports, and boat houses are used primarily for parking and storage of vehicles. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Openings to preclude hydrostatic loading and allow ventilation as provided in Article 5 Section B (3) shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters
- (5) Accessory improvements and other apparent structures shall be firmly anchored to prevent flotation that may result in damage to other structures.
- (6) Property owners shall be required to execute and record a non-conversion agreement declaring that the area below the lowest floor of the detached accessory building shall not be improved, finished or otherwise converted, the community will have the right to inspect the enclosed area at any time
- (7) **Standards for Manufactured Homes and Recreational Vehicles**
 - a) All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring.

Manufactured homes must be:

- (1) Elevated on a permanent foundation, and

- (ii) Have its lowest floor elevated no lower than 1 foot above the level of the base flood elevation, and

- (iii) Be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement

b) Excepting manufactured homes that have incurred substantial damage as a result of a flood, all manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that

- (i) The manufactured home is securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement, and
- (ii) The lowest floor of the manufactured home is elevated no lower than 1 foot above the level of the base flood elevation, or
- (iii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength of no less than 36 inches in height above the highest adjacent grade

c) All recreational vehicles placed on sites must either

- (i) Be on site for fewer than 180 consecutive days, or
- (ii) Be fully licensed and ready for highway use, or
- (iii) Must meet all the requirements for new construction, including anchoring and elevation requirements of this Article 5, Section B (7) a) or (b) (i) and (ii), above

A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the State of Mississippi motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions. All recreational vehicles, which are not self-propelled, must comply with FEMA Technical Bulletin "Guidelines for the Placement of Temporary Structures in Special Flood Hazard Areas"

d) All above ground gas or liquid storage tanks shall be anchored to prevent flotation or lateral movement

(8) **Floodways.** Located within areas of special flood hazard adopted by reference in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply

- a) Prohibit encroachments, including fill, new construction, substantial improvements and other developments unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge.
- b) If Article 5, Section B (8) (a) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5
- c) Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Article 5, Section A (2), and the elevation standards of Article 5, Section B (1) and the encroachment standards of this Article 5, Section B (8) (a), are met

SECTION C. STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATION AND/OR FLOODWAYS

Located within the areas of special flood hazard established in Article 3, Section B, where flood sources exist but where no base flood data has been provided or where base flood data has been provided without floodways, the following provisions apply.

- (1) When base flood elevation data or floodway data have not been provided in accordance with Article 3, Section B, then the local administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source in order to administer the provisions of Article 5. If data is not available from outside sources, then the following provisions (2), (3) and (4) shall apply
- (2) In special flood hazard areas with base flood elevations (Zones AE and AH-30) but without floodways, no encroachments, including fill material or structures, shall be permitted unless

certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles

- (3) No encroachments, including fill material or structures, shall be located within a distance of the stream bank equal to times the width of the stream at the top of the bank or 20 feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge
- (4) When base flood elevation data or floodway data are not available in accordance with Article 3, Section B (9), in Special Flood Hazard Areas without Base Flood Elevation Data, new construction or substantial improvements of structures shall be elevated or floodproofed to elevations adopted established by the community. The floodplain administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source, in order to administer the provisions of Article 5 of this ordinance. The reference for this action is to be FEMA 265 "Managing Floodplain Development in Approximate Zone A Areas - A Guide for Obtaining and Developing Base Flood Elevation", dated July 1995.

SECTION F. STANDARDS FOR SUBDIVISION PROPOSALS

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and
- (4) Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than five lots or five acres, whichever is the lesser
- (5) Where only a small portion of the subdivision lot or lots is in a designated Zone A Special Flood Hazard Area inundated by 100-year flood with no base flood elevations determined and there is sufficient ground slope on the site to avoid possible flooding of structures in Zone X areas determined to be outside 500 year floodplain. The Floodplain Administrator may waive the requirement for a study to determine the base flood elevations.
- (6) In order for the Floodplain Administrator to consider waiving the requirement of Section F (4) the applicant must provide an accurate topographic data and map for the lot or lots in question certified by a licensed land surveyor or and/or professional civil engineer indicating sufficient detail to allow a thorough review by the Floodplain Administrator.
- (7) Each proposed parcel must have a designated buildable pad or site above the 100-year flood pl The and in accordance with the following table

Distance in feet from Zone A 100 year floodplain	Minimum Slope from Zone A - 100 year flood plain to ground level at pad
20	5%
30	3.33%
40	2.50%
50	2.0%
60	1.67%
70	1.43%
80	1.25%
90	1.11%
100	1.0%

Residential or non-residential structures lowest floor elevation also must be elevated 1.5 feet above the ground level on the buildable pad or site.

- (8) If a waiver is granted for Section F (4) the subdivision applicant must comply with the following:
 - a) File restrictive covenants on the lot or lots prohibiting construction within the designated special flood hazard area inundated by the 100-year flood and requirement for elevated lowest floor elevation

Mississippi, on this, the 19th day of June, A.D., 2007.

WHEREAS the Mayor and Board of Aldermen of the City of Petal, Mississippi, have hereby found, adjudicated, and determined that property within the City of Petal should be secured for parks and other recreational facilities; and

WHEREAS the Mayor and Board of Aldermen of the City of Petal, Mississippi, have found, adjudicated, and determined that certain real property lying adjacent to park facilities currently owned by the municipality should be taken through eminent domain; and

WHEREAS the Mayor and Board of Aldermen has had said property to be taken by eminent domain appraised, and has made offers for the purchase of said properties for the value given in the appraisals, and that agreement cannot be reached with the property owners.

NOW THEREFORE, be it resolved by the Mayor and Board of Aldermen of the City of Petal, Mississippi, that the city attorney is authorized and empowered pursuant to the provisions of 21-37-47 of the Mississippi Code of 1972 to bring an action in the Special Court of Eminent Domain, Forrest County, Mississippi, in order to condemn for the public use, the following described properties situated within the City of Petal, County of Forrest, State of Mississippi, to wit:

See Exhibit "A"
Smith, Will Est & Annie Ruth

BEG 660 FT N & 148FT W SE CO NW ¼ NE ¼ S 150 FT
W 50FT N 10 FT E 50 FT TO BEG B98 P293 9/47
PREV #.P61101026

See Exhibit "B"
Cooper Annie R Smith

BEG 220 FT N SE COR NW ¼ NE ¼ N 440FT W 148 FT
S 150 FT W 50 FT S 290 FT E 198 FT TO BEG B86 P 392 10/45
PREV #.P61101024 DBOOK 0966 PG 564 08/01/2005

See Exhibit "C"
Rayborn Lee Jr

BEG 660FT S & 369FT W NEC NW ¼ NE ¼ N 210 FT W
50FT S 210 FT E 501 FT TO POB B388 P 326 2/74
PREV #.P61101010

(See exhibits attached hereto concerning legal descriptions of property and amount determined by the city through appraisal, to be fair market value of the property to be taken)

SO RESOLVED by the Mayor and Board of Aldermen of the City of Petal,

The above and foregoing Resolution having been presented to the Board of Aldermen, the following vote was had concerning its passage:

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

The above and foregoing Resolution, having received the affirmative vote of a majority of the Aldermen present and voting, said Resolution was hereby adopted on this, the 19th day of June, A.D., 2007.

CARL L SCOTT, MAYOR

ATTEST:

JEAN ISHEE, CITY CLERK



Property Link
FORREST COUNTY, MS

Current Date 6/21/2007 Records Last Updated 6/21/2007
PROPERTY DETAIL
OWNER SMITH WILL EST & ANNIE RUTH ACRES : **NA**
304 W 7TH AVE LAND VALUE : 3610
IMPROVEMENTS : **NA**
PETAL MS 39465 TOTAL VALUE: 3610
ASSESSED : 342

PARCEL 3-030A-01-027.00
ADDRESS 330 LEWIS AVENUE

YEAR 2006	TAX DUE	PAID	BALANCE
COUNTY	31.34	31.34	0.00
CITY	23.81	23.81	0.00
SCHOOL	31.11	31.11	0.00
PENALTY & OTHER	4.32	4.32	0.00
TOTAL	90.58	90.58	0.00

LAST PAYMENT DATE 6/4/2007

MISCELLANEOUS INFORMATION

EXEMPT CODE LEGAL BEG 660FT N & 148FT W SE COR
HOMESTEAD CODE NW1/4 NE1/4 S 150FT W 50FT N
TAX DISTRICT 3220 150FT E 50FT TO BEG B98 P293
PPIN 028203 9/47
SECTION 01 PREV #.P61101026
TOWNSHIP 04N
RANGE 13W

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Property Link
FORREST COUNTY, MS

Current Date 6/21/2007 Records Last Updated 6/21/2007
PROPERTY DETAIL
OWNER COOPER ANNIE R SMITH ACRES : 1.80
504 W 7TH AVE LAND VALUE : 12780
IMPROVEMENTS : **NA**
PETAL MS 39465 TOTAL VALUE: 12780
ASSESSED : 1917

PARCEL 3-030A-01-028.00
ADDRESS LEWIS AVENUE

YEAR 2006	TAX DUE	PAID	BALANCE
COUNTY	110.84	110.84	0.00
CITY	84.21	84.21	0.00
SCHOOL	110.02	110.02	0.00
PENALTY & OTHER	15.25	15.25	0.00
TOTAL	320.32	320.32	0.00

LAST PAYMENT DATE 6/4/2007

MISCELLANEOUS INFORMATION

EXEMPT CODE LEGAL BEG 220FT N SE COR NW1/4 NE1/4
HOMESTEAD CODE N 440FT W 148FT S 150FT W 50FT
TAX DISTRICT 3220 S 290FT E 198FT TO BEG B86
PPIN 028202 P392 10/45
SECTION 01 PREV #.P61101024
TOWNSHIP 04N DBOOK 0966 PG 564 08/01/2005
RANGE 13W

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Property Link
FORREST COUNTY, MS

Current Date: 06/21/2007 Records Last Updated: 06/21/2007

PROPERTY DETAIL
 OWNER: RAYBORN LEE JR
 4402 W ROOSEVELT RD
 CHICAGO IL 60624
 ACRES: **NA**
 LAND VALUE: 10610
 IMPROVEMENTS: **NA**
 TOTAL VALUE: 10610
 ASSESSED: 1492

PARCEL: 3-030A-01-020-00
 ADDRESS: **NA**

TAX INFORMATION

YEAR 2006	TAX DUE	PAID	BALANCE
COUNTY	144.09	0.00	151.29
CITY	109.47	0.00	119.94
SCHOOL	142.02	0.00	150.17
TOTAL	395.58	0.00	416.40 5% PENALTY

MISCELLANEOUS INFORMATION
 EXEMPT CODE: LEGAL: BEG 600FT S & 309FT W NEC
 HOMESTEAD CODE: NW1/4 NE1/4 N 210FT W 301FT S
 TAX DISTRICT: 4220 210FT E 501FT TO POB B388 P326
 PPIN: 02818c 2.74
 SECTION: 01 PREV # P01101010
 TOWNSHIP: 04N
 RANGE: 13W

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