

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD A REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON SEPTEMBER 18, 2007 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR CARL SCOTT
CITY ATTORNEY	
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS	ULMER BYRD JOHN WEEKS TONY READY WILLIE HINTON ALLEN FLYNT JOHN BASSETT AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY WILLIE HINTON

THE PLEDGE OF ALLEGIANCE WAS RECITED BY PAST MAYOR ULMER BYRD

WHEREAS, MAYOR SCOTT PRESENTED ULMER BYRD A PLAQUE IN HONORING HIM FOR HIS 90TH BIRTHDAY AND AS BEING THE PAST MAYOR FOR THE CITY OF PETAL

WHEREAS, MAYOR SCOTT, PURSUANT TO THE PUBLIC HEARING HELD ON THIS DATE, PRESENTED THE HAZARD MITIGATION PLAN MAYOR SCOTT STATED THAT THERE WAS NO PUBLIC PARTICIPATION AT THE PUBLIC HEARING

SEE EXHIBIT "A"

RESOLUTION
HAZARD MITIGATION PLAN

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE RESOLUTION FOR THE HAZARD MITIGATION PLAN. 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 THE AGENDA WITH THE FOLLOWING CHANGES:

- VII. BIDS – QUOTES
 - 2. REQUEST TO ACCEPT BID FROM B & B CONSTRUCTION FOR MOVING DIRT AT THE ROBERT E RUSSELL SPORT COMPLEX AT \$195.00 HOUR.
- IX. GENERAL BUSINESS
 - 18. REQUEST TO ACCEPT FINAL PLATT FOR WILLIAMSBURG ESTATES SUBDIVISION PHASE I.
 - 19. REQUEST TO REIMBURSE STATE TREASURY IN THE AMOUNT OF \$221.25 FOR HURRICANE DENNIS.

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

THOSE PRESENT AND VOTING "AYE"

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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 SEPTEMBER 4, 2007, RECESSED MEETING OF SEPTEMBER 6, 2007 AND RECESSED MEETING OF SEPTEMBER 13, 2007.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION THAT THE MINUTES OF THE REGULAR MEETING OF SEPTEMBER 4, 2007, RECESSED MEETING OF SEPTEMBER 6, 2007 AND THE RECESSED MEETING OF SEPTEMBER 13, 2007 BE ADOPTED AS WRITTEN. 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 CALLED FOR PUBLIC COMMENT THERE WAS NONE.

WHEREAS, MAYOR SCOTT PRESENTED THE BIDS FOR TRAFFIC SIGNAL AT HERRINGTON ROAD AND NEW SCHOOL

SEE EXHIBIT "B"

BID
TRAFFIC LIGHT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO TAKE THE BIDS UNDER ADVISEMENT. 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 BIDS FOR DIRT MOVING AT ROBERT E RUSSELL SPORT COMPLEX.

SEE EXHIBIT "C"

BID
RECREATION PARK EXPANSION

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE BID FROM B&B CONSTRUCTION FOR THE MOVING OF DIRT AT THE ROBERT E RUSSELL SPORT COMPLEX AT \$195.00 PER HOUR. 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 THE CDBG COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM FOR SPRINGFIELD ROAD.

SEE EXHIBIT "D"

CDBG GRANT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE MAYOR
TO EXECUTE THE GRANT FOR SEWER ON SPRINGFIELD ROAD WITH THE CDBG GRANT.
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 REMOVE TWO SHINDAIWA
WEEDEATERS FROM THE FIXED ASSETS LIST DUE TO BEING STOLEN FROM THE
BALLPARK.

SEE EXHIBIT "E"

PROPERTY LOSS

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY
CLERK TO REMOVE THE TWO SHINDAIWA WEEDEATERS FROM THE FIXED ASSETS LIST
DUE TO BEING STOLEN FROM THE BALL PARK. 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 DISPOSE OF A MONITOR
FROM THE FINANCIAL DEPARTMENT DUE TO NO LONGER WORKING.

SEE EXHIBIT "F"

PROPERTY LOSS

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY
CLERK TO DISPOSE OF THE MONITOR FROM THE FINANCIAL DEPARTMENT. 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 ADVERTISE FOR THE FOLLOWING POSITIONS FOR THE CITY OF PETAL:

- A. POLICE RECEPTIONIST
- B. ECONOMIC DEVELOPER
- C. DISPATCHER
- D. ACCOUNTS RECEIVABLE CLERK
- E. GENERAL LABORER IN THE WATER DEPARTMENT

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR THE FOREGOING POSITIONS. 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 USSSA SANCTION FEES FOR SOFTBALL TOURNAMENT IN THE AMOUNT OF \$260.00.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE SANCTION FEES FOR SOFTBALL TOURNAMENT IN THE AMOUNT OF \$260.00 TO USSSA. 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 OFFICER SAMMY BURCH IN THE POLICE DEPARTMENT.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ACCEPT THE RESIGNATION OF OFFICER SAMMY BURCH EFFECTIVE SEPTEMBER 21, 2007 IN THE POLICE DEPARTMENT. 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 A HEARING DATE FOR 127 S MAIN STREET FROM C-3 (CENTRAL BUSINESS DISTRICT COMMERCIAL) TO CO (COMMERCIAL OFFICE).

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET THE HEARING DATE FOR 127 S MAIN STREET FOR SEPTEMBER 25, 2007 AT 7:00 P.M. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON

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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 SQUEAKY CLEAN BLINDS IN THE AMOUNT OF \$1,038.00 FOR WINDOW TREATMENT AT FIRE STATION #2.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE TO SQUEAKY CLEAN BLINDS IN THE AMOUNT OF \$1,038.00 FOR WINDOW TREATMENT AT FIRE STATION #2. 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 A REQUEST FROM RECREATION SUPERVISOR, TOM HARDGES, TO DEMOTE AN EMPLOYEE IN THE RECREATION DEPARTMENT.

SEE EXHIBIT "G"

ORDER
LETTER FROM RECREATION DEPARTMENT

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE RECOMMENDATION OF THE RECREATION SUPERVISOR, TOM HARDGES TO DEMOTE JOSH YOUNG FOR SIX MONTHS EFFECTIVE UNTIL APRIL 1, 2008. 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 INVOICE #8269 FROM PALMER ELECTRIC IN THE AMOUNT OF \$896.14 FOR REPAIRS TO CORINTH ROAD LIFT STATION.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #8269 TO PALMER ELECTRIC IN THE AMOUNT OF \$896.14 FOR REPAIRS TO CORINTH ROAD LIFT STATION. 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 #209618 FROM NATCHEZ ELECTRIC IN THE AMOUNT OF \$4,107.00 FOR REPAIRS TO GRINDER PUMP.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #209618 TO NATCHEZ ELECTRIC IN THE AMOUNT OF \$4,107.00 FOR REPAIRS TO GRINDER PUMP ON PALM TREE LOOP. 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 THE AD VALOREM ROLLS 2007 ASSESSED VALUATION FOR CITY OF PETAL AND PETAL SEPARATE SCHOOL DISTRICT.

SEE EXHIBIT "H"

2007 ASSESSED VALUATION
PETAL SEPARATE SCHOOL DISTRICT
AND
CITY OF PETAL

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE 2007 ASSESSED VALUATION OF THE CITY OF PETAL AND THE PETAL SEPARATE SCHOOL DISTRICT ROLL. 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 RECOMMENDATION OF THE PLANNING COMMISSION TO REZONE ARK LANE/ARKWOOD LANE TO NC-1 (NEIGHBORHOOD CONSERVATION OVERLAY ZONE).

SEE EXHIBIT "I"

LEGAL DESCRIPTION
ARK LANE OVERLAY DISTRICT

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ADOPT THE FOREGOING ORDINANCE TO REZONE ARKLANE TO NC-1 (NEIGHBORHOOD CONSERVATION OVERLAY ZONE). 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 A REQUEST TO SET A ZONING HEARING DATE FOR THE FOLLOWING PROPERTIES:

A. 3-030F-02-047 HOLMES

B.	3-030F-02-048	W 7 TH AVENUE
C.	3-030F-02-049	703 HOLMES
D.	3-030F-02-050	705 HOLMES
E.	3-030F-02-051	707 HOLMES
F.	3-030F-02-052	709 HOLMES
G.	3-030F-02-053	711 HOLMES
H.	3-030F-02-054	713 HOLMES
I.	3-030F-02-055	715 HOLMES
J.	3-030F-02-056	717 HOLMES
K.	3-030F-02-057	HOLMES
L.	3-030F-02-058	719 HOLMES
M.	3-030F-02-059	627 S GEORGE ST
N.	3-030F-02-060	619 S GEORGE ST
O.	3-030F-02-061	617 S GEORGE ST
P.	3-030F-02-062	615 S GEORGE ST
Q.	3-030F-02-063	613 S GEORGE ST
R.	3-030F-02-064	611 S GEORGE ST
S.	3-030F-02-065	609 S GEORGE ST
T.	3-030F-02-066	607 S GEORGE ST
U.	3-030F-02-067	605 S GEORGE ST
V.	3-030F-02-068	603 S GEORGE ST
W.	3-030F-02-069	601 S GEORGE ST

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET THE ZONING HEARING DATE FOR OCTOBER 9, 2007 AT 7:00 P.M. FOR THE FOREGOING PROPERTIES. 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 THE FINAL PLAT FOR WILLIAMSBURG ESTATES SUBDIVISION PHASE I.

SEE EXHIBIT "J"

LETTER OF CREDIT
LETTER SHOWS, DEARMAN & WAITS, INC

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE FINAL PLAT FOR WILLIAMSBURG ESTATES SUBDIVISION PHASE I WITH THE DEVELOPERS PAYING FOR DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$23,324.00 AND TO GIVE THE DEVELOPERS TWO YEARS TO FINISH THE SIDEWALKS WITH A LETTER OF CREDIT FOR THE CITY TO USE IF NOT FINISHED. 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 REIMBURSE STATE TREASURY IN THE AMOUNT OF \$221.25 FROM HURRICANE DENNIS.

SEE EXHIBIT "K"

STATE TREASURY

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REIMBURSE TO MEMA IN THE AMOUNT OF \$221.25 FROM HURRICANE DENNIS

AND FEMA WILL PAY THE CITY BACK \$442.50. 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 FOR DARRIN CARROLL TO ATTEND THE L273 MANAGING FLOODPLAIN CLASS IN PEARL, MS SEPTEMBER 24-27, 2007.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE DARRIN CARROLL TO ATTEND THE L273 MANAGING FLOODPLAIN CLASS IN PEARL, MS SEPTEMBER 24-27, 2007 AND THE EXPENSES ARE PAID BY FEMA. 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 A REQUEST FOR JESSIE DICKERSON TO ATTEND THE WATER OPERATOR EXPO IN LAUREL, MS NOVEMBER 8, 2007.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE JESSIE DICKERSON TO ATTEND THE WATER OPERATOR EXPO IN LAUREL MS NOVEMBER 8, 2007. 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 FOR ANDREW WEBER TO ATTEND THE WATER OPERATOR EXPO IN LAUREL, MS NOVEMBER 8, 2007.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE ANDREW WEBER TO ATTEND THE WATER OPERATOR EXPO IN LAUREL MS NOVEMBER 8, 2007. 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 FOR JASON MCNELLY TO ATTEND DRUG ENFORCEMENT CLASS IN BATESVILLE, MS NOVEMBER 1-2, 2007.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE OFFICER JASON MCNELLY TO ATTEND THE DRUG ENFORCEMENT CLASS IN BATESVILLE, MS NOVEMBER 1-2, 2007 AND TO PAY HIS EXPENSES. 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 FOR OFFICER CRAIG LOCKE TO ATTEND THE INTERVIEW AND INTERROGATIONS CLASS IN NEW ORLEANS, LA OCTOBER 2-4, 2007.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE OFFICE CRAIG LOCKE TO ATTEND THE INTERVIEW AND INTERROGATIONS CLASS IN NEW ORLEANS, LA OCTOBER 2-4, 2007. ALDERMAN WERAVER 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 ORDERS:

SEE EXHIBIT "L"
ORDERS

- A. JUDICIAL
- B. LAW
- C. EXECUTIVE
- D. FINANCIAL
- E. POLICE
- F. FIRE
- G. BUILDING
- H. STREET
- I. RECREATION
- J. CIVIC CENTER
- K. WATER
- L. SANITATION

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE FOREGOING ORDERS. 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 THE CERTIFICATE OF ATTENDANCE FOR MUNICIPAL COURT CLERK STATEWIDE SEMINAR IN TUNICA, MS FOR SHAROLD FEDRICK.

SEE EXHIBIT "M"

CERTIFICATE OF ATTENDANCE

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE CERTIFICATE OF ATTENDANCE FROM SHAROLD FEDRICK. 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 REQUESTED AN EXECUTIVE SESSION TO DISCUSS LITIGATION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO CLEAR THE ROOM IN ORDER TO DETERMINE IF AN EXECUTIVE SESSION IS NEEDED. 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 REOPENED THE MEETING.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION TO DISCUSS LITIGATION. 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

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. 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

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

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

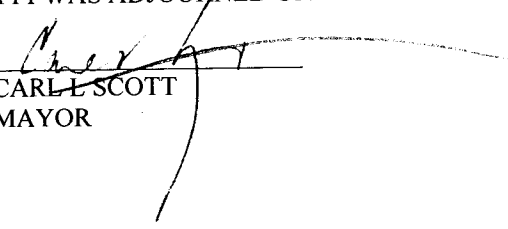
THOSE PRESENT AND VOTING "AYE"

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 OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 18TH DAY OF SEPTEMBER, 2007.


CARL L SCOTT
MAYOR

(SEAL)

ATTEST:


JEAN ISHEE
CITY CLERK

RESOLUTION
EXHIBIT A

**FOR COMMITMENT TO HAZARD MITIGATION
FOR THE PURPOSE OF REDUCING FUTURE DISASTER LOSSES
IN FORREST COUNTY, MISSISSIPPI**

WHEREAS, various natural hazards have the potential for causing devastating harm and loss of life and property to the citizens of Forrest County, and will continue to do so; and

WHEREAS, the implementation of hazard mitigation policies and strategies can protect the citizens, and significantly reduce the loss of life and property from natural hazards; and

WHEREAS, a concerted effort has been made by Forrest County and its municipalities to address hazard mitigation in our respective policies and programs; and

WHEREAS, hazard mitigation goals and objectives have been effectively developed through participation in the development of a regional mitigation plan; and

WHEREAS, the Hazard Mitigation Plan for Forrest County, The City of Hattiesburg, and The City of Petal has received final approval from FEMA, contingent upon approval and adoption by each participating jurisdiction;

NOW THEREFORE, We, Forrest County, do hereby resolve to adopt the Hazard Mitigation Plan.

The foregoing Resolution having been reduced to writing, the same was introduced by Alderman Stringer seconded by Alderman Weaver and was adopted by the following vote to-wit:

YEAS:

NAYS:

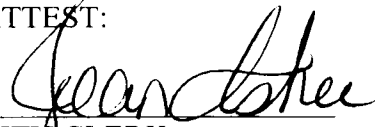
- Alderman David Clayton
- Alderman Kay Fairley
- Alderman James Moore
- Alderman Steve Stringer
- Alderman Liesa Weaver

THE Mayor thereby declared the motion carried and the foregoing Resolution adopted and approved, this the 18th day of September A.D., 2007.

(S E A L)


ATTEST:

CITY CLERK



ADOPTED:

MAYOR



SD & W
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS
 P.O. BOX 1711, 331 SECOND AVENUE
 HATTIESBURG, MISSISSIPPI 39403-1711
 P: (601) 544-1821 F: (601) 544-0501
 HTTP: WWW.SHOWS-DEARMAN.COM

RAYMOND M. DEARMAN, PE, R.L.S.
 MICHAEL T. WAITS, PE, R.L.S.
 NICHOLAS M. CONNOLLY, PE, P.L.S.
 KYLE D. WALLACE, PE
 SHIRA R. MOFFETTE, PE
 ERIC F. LANG, E.I.
 JOHN T. WEEKS, E.I.
 PAUL J. SHOWS (1966)

CITY OF PETAL
MINUTE BOOK 27

Lewis Electric, Inc. **435**
 P.O. Box 320337
 Flowood, MS 39232

EXHIBIT "B"

Item No.	Item	Quantity	Unit	Unit Price	Total
1	Lump Sum bid includes all equipment, labor and materials required to provide a working traffic signal as outlined in these specifications.	1	L.S.	\$74,346.00	\$74,346.00

September 10, 2007

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

Attn: Mayor Carl Scott

Re: Signal @ Herrington & New School

Dear Mayor Scott:

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

recommending award to Lewis Electric, Inc. of Flowood, Mississippi in the amount of \$74,346.00.

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

Sincerely,



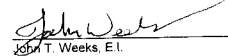
John T. Weeks, E.I.

/s/

Enclosures

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

SHOWS, DEARMAN & WAITS, INC.



John T. Weeks, E.I.

F:\PROJECTS\Petal_City of 1471 - Signal @ Herrington & New School\Correz\Mayor - Recommend Award.doc

BID PROPOSAL

Proposal of LEWIS ELECTRIC, INC. (hereinafter called "BIDDER"), organized and existing under the Laws of the State of MISSISSIPPI doing business as corporation *. To The City of Petal (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of SIGNAL @ HERRINGTON AND NEW SCHOOL in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the amount of \$ 140.00 for each consecutive calendar day thereafter as provided in Section 15.9 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDA: N/A

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BID PROPOSAL
SIGNAL @ HERRINGTON AND NEW SCHOOL

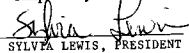
LUMP SUM BID \$74,346.00
 (Seventy Four Thousand Three Hundred Forty-Six Dollars and No Cents.)

Lump Sum bid includes all equipment, labor and materials required to provide a working traffic signal as outline in these specifications.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,



SYLVIA LEWIS, PRESIDENT

Name and Address of Firm or Bidder

LEWIS ELECTRIC, INC.

P. O. BOX 320337

JACKSON, MS 39232

C.O.R.# 09431

BID BOND

CITY OF PETAL
MINUTE BOOK 27

No. 0001567

ICW GROUP

Power of Attorney
Insurance Company of the West
Explorer Insurance Company
Independence Casualty and Surety Company

KNOW ALL MEN BY THESE PRESENTS That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, Explorer Insurance Company, a Corporation duly organized under the laws of the State of California, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, collectively referred to as the "Companies", do hereby appoint
J. CARLTON SMITH, JASON J. YOUNG, JERRY EUGENE HORNER, JR., JIM A. ARMSTRONG, JERRY G. VRAJZEY, JR.,
S. VYLE BATES, JR., D.M. FERRIS, ROBERT L. ELLIOTT, THOMAS BRENT TYLER,
PEGGY L. JACKSON, TRINA COBB, LINDA D. WHITTINGTON

EXHIBIT "B"

here, give and in the Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship and any related documents



INSURANCE COMPANY OF THE WEST
EXPLORER INSURANCE COMPANY
INDEPENDENCE CASUALTY AND SURETY COMPANY

John L. Hansen
John L. Hansen, Executive Vice President

Jeffrey D Sweeney, Assistant Secretary

State of California } ss
County of San Diego }

On June 5, 2006 before me, Mary Cobb, Notary Public, personally appeared John L. Hansen and Jeffrey D. Sweeney, personally known to me to be the whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures and names, the copy upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal



Mary Cobb
Mary Cobb, Notary Public

RESOLUTIONS

The Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

*RESOLVED That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.
RESOLVED FURTHER That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures, and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force
IN WITNESS WHEREOF, I have set my hand this SEP 10 2007 day of _____

Jeffrey D Sweeney
Jeffrey D Sweeney, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-3400.

KNOW ALL MEN BY THESE PRESENTS, That we,
Lewis Electric, Inc
P.O. Box 320337 Flowood, MS 39232
as Principal, hereinafter called the Principal, and
Insurance Company of the West
PO Box 85563 San Diego, CA 92186-5563
a corporation duly organized under the laws of the State of CA

as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Petal
Petal, MS
as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid for
Signal @ Herrington and New School, City of Petal, Forrest County, MS

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void, otherwise the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof

Signed and sealed this 10th day of September A.D. 2007

Lewis Electric, Inc
(Principal) (Seal)

By *Sophia Lewis*
Sophia Lewis, President (Title)

Insurance Company of the West
(Surety) (Seal)

By *Robert L. Elliott*
Robert L. Elliott, (Attorney-in-Fact)

The Bottrell Insurance Agency, Inc
Resident MS Agent

Jason A. Falk
(Witness)

Heidi Skendziel
(Witness)

CITY OF PETAL
MINUTE BOOK 27

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

EXHIBIT "C"

If within thirty (30) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE
1	18 YARD EARTH PAN	HOURLY	120 ⁰⁰
2	BULLDOZER (450 MIN. SIZE)	HOURLY	75 ⁰⁰

Respectfully Submitted,

Bobby Carr

Name and Address of Firm or Bidder

B & B Canot

Bobby Carr

SCOPE OF WORK

The scope of work for this project shall be construction of a sanitary sewage collection system as stated in the approved FY 2007 Public Facilities CDBG application. Should a change in the scope of work be made, the Subgrantee shall provide MDA, Community Services Division, with updated information regarding beneficiaries and cost benefit ratio on any MDA approved change in scope.

CITY OF PETAL
MINUTE BOOK 27

GENERAL TERMS AND CONDITIONS

Award is hereby made in the amount and for the period shown above of a grant under the Housing and Community Development Act of 1981 - Public Law 97-35, and as amended by the Housing and Urban-Rural Recovery Act of 1983, to Applicant Name "Subgrantee", in accordance with the plan set forth in the application of the above mentioned Subgrantee and subject to any attached revisions or special conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's (MDA) Community Development's Block Grant Program Final Statement, as well as the U.S. Department of Housing and Urban Development's Community Development Block Grants: State's Program Final Rule (24CFR Part 570), and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Community Development Block Grant funds. It is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 97-35 and P.L. 98-8.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

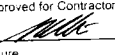
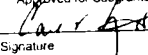
Any unauthorized change or amendment by the Subgrantee to the provisions of this contract shall be considered invalid, and MDA reserves the right not to reimburse the Subgrantee for any expenses or costs associated with such an unauthorized change or amendment.

MDA reserves the right to withhold grant funds or to terminate this contract for cause, if the Subgrantee fails to fulfill in a timely and proper manner the obligations under this contract or if the Subgrantee should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the Subgrantee of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The Subgrantee hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon conclusion, and the Subgrantee further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the state will not provide additional funding. The Subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the Subgrantee.

This grant shall become effective on the beginning date of the grant period stated in section 5 of page 1 provided that this contract shall have been fully completed, executed by the Subgrantee, and received in the office of MDA.

Subgrantees are prohibited from contracting with or making subawards to parties that are suspended or debarred or whose principals are suspended or debarred by MDA, any federal agency or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of the MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from the MDA, Community Services Division by calling (601) 359-3179.

1. Subgrantee's Name, Address, and Telephone Number		2. Effective Date June 11, 2007
City of Petal 119 W 8th Avenue Petal, Mississippi 39465 (601) 545-1776		3. Subgrant Number: 1123-06-295-PF-01
		4. Grant Identifier (Funding Source & Year): CDBG 2006 CDFA 14 228
		5. Beginning and Ending Dates June 11, 2007 - June 12, 2009
		6. Subgrant Payment Method Current Needs
		7. Page 1 of 15
8. Project Description: construction of a sanitary sewage collection system as specified in their 2007 Community Development Block Grant application.		9. National Objective: Low/Moderate Income
		10. The following funds are obligated: Federal Other \$356,505.00 \$356,505.00
11. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant included herein. The following sections are attached and incorporated into this agreement: a) General Terms and Conditions b) Special Conditions c) Financial Management, Report and Record Keeping d) State of Mississippi Community Development Block Grant Assurances e) Section Three Requirements f) Special Provisions Stipulated by HUD g) Budget All policies, terms, conditions, and provisions of the current notebooks entitled Community Development Block Grant Program, CDBG Implementation Manual, and CDBG Policy Statements are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.		
12. Approved for Contractor:  Signature Date Name: Steven C. Hardin Title: Director		13. Approved for Subgrantee:  Signature Date Name: Carl Scott Title: Mayor

SPECIAL CONDITIONS
PUBLIC FACILITIES

I. CONDITIONS THAT REQUIRE WRITTEN CLEARANCE FROM THE COMMUNITY SERVICES DIVISION, MISSISSIPPI DEVELOPMENT AUTHORITY

A. Mississippi State Department of Health Approval

If applicable, prior to the release of any CDBG funds for water improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

B. Department of Environmental Quality Approval

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

C. Mississippi Public Service Commission Approval

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Subgrantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an unsewered and/or unserved area and/or the transfer of ownership of a system.

II. OTHER SPECIAL CONDITIONS

A. Fair Housing Plan

The Subgrantee shall have on file a plan for promoting Fair Housing.

B. Building Standards

If applicable, all building construction shall comply with the applicable codes and standards approved by the Southern Building Code and Congress International, Inc., or to locally adopted codes, whichever are more stringent.

D. State Aid Standards

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.

E. Budget Revision Acceptance

The Subgrantee agrees and accepts all changes to the budget pages of its CDBG application, and the revised budget forms attached to this contract shall constitute the true and correct budget for the Subgrantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

F. In-Kind Services

If applicable, any in-kind services to be performed by the Subgrantee or others designated as local match funds must be adequately documented or make actual dollar contributions to provide for the local match funds.

G. Leveraged Funds

- The Subgrantee is held to its leveraged fund commitment as stated in the approved application.
- Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.

H. LMI Hook-Ups

Low- and moderate-income persons must actually be hooked up to the system in order to be counted as beneficiaries on water, sewer, or gas projects. CDBG funds cannot be used to install nor connect service lines if the property is owned by a person who is not of low- or moderate-income, even if the renter is of low- or moderate-income. The cost of connecting LMI property owners to the service lines can be paid from CDBG or other funds, but the connection to the system must be at no cost to the LMI beneficiaries.

I. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

J. Lease of Buildings Funded Through Public Facilities

Funds awarded through the Public Facilities category for the construction of buildings for public services, i.e., human services, mental health, county health departments, medical clinics, etc., cannot be leased. No income can be generated from the use of a building which was constructed with CDBG grant funds.

K. Generators and Auxiliary Power Sources

CDBG funds may not be used for the purchase of generators or auxiliary power sources in water or sewer improvement projects.

L. Nonperformance Standard

If at the end of the contract period (as stated in Item 5 on page 1 of the grant agreement) construction has not begun, the Mississippi Development Authority may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Subgrantee can document circumstances beyond its control that prevented construction.

M. Fire Safety Codes

If applicable, the Subgrantee must comply with local fire safety codes.

N. Program Income

If any program income is generated as result from CDBG funds, the subgrantee shall return these funds to the Mississippi Development Authority.

O. Request for Cash

When submitting a request for cash, the subgrantee must provide the Cash Summary Support sheet and the CDBG Consolidated Support Sheet.

P. Close-out Package

Within 90 days after the completion or expiration of the grant agreement, the subgrantee must submit complete and acceptable close-out package.

The local government shall comply with all MDA, State of Mississippi, Office of Management and Budget (OMB) and CDBG rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The local unit of government shall ensure that its financial management systems provide the necessary internal controls, accounting records and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds.

CITY OF PETAL
MINUTE BOOK 27

EXHIBIT "D"

MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

A. **Access to Records and Facilities.** - The State of Mississippi, Federal monitors and auditors and any persons duly authorized by the Federal government, the State of Mississippi and MDA shall have full access to and the right to examine and copy any or all books, records, documents and other materials regardless of form or type which are pertinent to contract performance or which reflect direct and indirect costs related to this contract. Access right shall continue during the record retention period after the contract's ending date. This access right shall extend to all business hours and places where any contract activity is conducted. MDA shall include these access requirements in all subcontracts.

B. **Audits and Monitoring.** - The local unit of government shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi and MDA regulations, policies and procedures governing audits and monitoring. Recipients of Federal awards, as defined by OMB Circular A-133 and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The local unit of government shall comply with any applicable future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

The local unit of government shall be audited annually in accordance with Circular A-133 or, if A-133 is inapplicable, shall arrange for an annual audit of contract funds received from MDA. All governmental and nonprofit organizations follow the audit requirements of OMB Circular A-133.

shall conform to generally accepted auditing and accounting standards and MDA policies and procedures. A copy of each year's financial audit report, which provides a specific reference to this contract, shall be provided to MDA within one week after its receipt by the local unit of government. All audit reports shall be finalized within six months after the contract's ending date unless an alternative date is agreed to in writing by MDA. All audit costs shall be the local unit of government's responsibility.

C. **Procurement** - The local unit of government must comply with all State and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

The Subgrantee hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application.
- (c) Its application program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and no other financial resources are available to meet such needs.
- (d) It will:
 - (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
 - (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.
- (e) Its chief executive officer or other officer of the Subgrantee:
 - (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
 - (2) Is authorized and consents on behalf of the Subgrantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:
 - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
 - (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.
- (g) It will comply with Executive Order Number 12898, issued February 11, 1994, by:
 - (1) Focusing attention on the environment and health conditions in minority and low-income communities; and

the environment; and

- (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.
- (h) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR Part 85 and 24 CFR Part 87, as they relate to the application and use of federal funds.
- (i) It will comply with:
 - (1) Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - (2) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
 - (3) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance; and
 - (4) Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
- (j) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR, Part 135), requiring that opportunities for training and employment be given to low-income residents in the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- (k) It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the act.
- (l) It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.
- (m) It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.

will give the State of Mississippi, HUD, and the Controller General, through any authorized representatives, access to and the right to examine all records, books, papers, or other documents related to the grant.

- (o) It will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5) and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq). (However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.)
- (p) It will comply with the applicable requirements of the Copeland Act (40 U.S.C. 276c).
- (q) It will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq), or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), shall also apply to any such program or activity.
- (r) It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- (s) It will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- (t) The Subgrantee shall remain fully obligated under the provisions of the "Statement of CDBG Award," notwithstanding its designation of any third party or parties for the undertaking of all or any parts of the program with respect to which assistance is being provided under the "Statement of CDBG Award" to the Subgrantee. Any recipient who is not the Subgrantee shall comply with all lawful requirements of the Subgrantee necessary to ensure that the program, with respect to which assistance is being provided under the "Statement of CDBG Award" to the Subgrantee, is carried out in accordance with the Subgrantee's assurances and certifications to comply with all applicable laws, regulations, and other requirements.
- (u) The chief elected official certifies, to the best of his or her knowledge and belief, that:
 - (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, 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 federally 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 chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (v) It will comply with the Uniform administrative requirements as described in 24 CFR Sec. 570.489 (d).

- (W) It will comply with the Part 85.31 regulating the acquisition & disposition of Real Property and Part 85.32 concerning acquisition & disposition of equipment.
- (X) It will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e)
- (Y) It shall comply with HUD CPD Notice 03-09 to report the project Outcome Performance Measurements on an annual basis to MDA.

**CITY OF PETAL
MINUTE BOOK 27**

SPECIAL PROVISIONS AND REGULATIONS
STIPULATED BY **440**
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

SECTION THREE REQUIREMENTS

(24 CFR Part 135.38):

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The contractor agrees to send each labor organization or representative or worker with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of a notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of contract for default, and debarment or suspension from participating in future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian Housing assistance, Section 7(b) of the Indian Self-determination and Education Assistance Act (25 U.S.C. 45e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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The Subgrantee shall include the following Special Provisions and Regulations stipulated by HUD in all of their professional services contracts between the Subgrantee and their subcontractors:

EXHIBIT "D"

1. Access of Subgrantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Subgrantee, State of Mississippi, HUD, the Comptroller General of the United States and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts and transcriptions.

2. Termination of Contract For Cause

If through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Subgrantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Subgrantee for damages sustained or the Subgrantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages the Subgrantee from the Contracted Party is determined.

3. Termination for Convenience of the Subgrantee

The Subgrantee may terminate this Contract any time by a notice in writing from the Subgrantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15) which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

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7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P. 94-163.

8. Changes

The Subgrantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Subgrantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Subgrantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948, 62 Stat. 740, 63 Stat. 108, Title 18 U.S.C. 874, and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Subgrantee shall withhold from the Contracted Party out of payment due to him, an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Subgrantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Subgrantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246 and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation and selection for training apprenticeship.

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14. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses.

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services, and.
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Subgrantee. The Contracted Party shall be as fully responsible to the Subgrantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in it (whether by assignment or novation) without prior written approval of the Subgrantee provided that claims for due or to become due the Contracted Party from the Subgrantee under this Contract may be assigned to a bank, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Subgrantee.

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20. **Interest of Members of Local Public Agency and Others**

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits a public servant from using his official position to obtain pecuniary benefit for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provided that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sales or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefor or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of his Ethics in Government section.

21. **Interest of Certain Federal Officers**

No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. **Interest of Contractor**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any degree with the performance of his services hereunder. The Contracted Party further covenants that in accordance of this Contract no person having any such interest shall be employed.

23. **Political Activity**

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. **Davis-Bacon Act Requirements**

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

25. **Uniform Act Requirements**

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

26. **Lead-Based Paint Requirements**

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. **Compliance with Office of Management and Budget**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. **Flood Insurance Purchase Requirements**

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973. (PL 93-234, 87 Stat. 975) approved December 31, 1972. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. **Program Monitoring**

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. **Discrimination Due to Beliefs**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

32. **Confidential Findings**

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Subgrantee.

33. **Third-Party Contracts**

The Subgrantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

Right to Audit

- Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
- Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

Right to Access

The Subgrantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

Community Development Block Grant Program Budget

Applicant: City of Petal

Funding Year: 2007 Contract: 1123-06-295-PF-01

Description	FYE	CDBG	Other Funding Sources			Total
			Local Funds	In Kind	Land Donation	
General Administration	9604		\$ 31,500.00			\$ 31,500.00
Application Prep.			\$ 3,500.00			\$ 3,500.00
Subtotal (A)			\$ 35,000.00	\$ -	\$ -	\$ 35,000.00
Description	FYE	CDBG	Local Funds	In Kind	Land Donation	Total
Architectural/Engineering	9603		\$ 86,928.00			\$ 86,928.00
Contingency			\$ 43,339.00			\$ 43,339.00
Acquisition		\$ 3,000.00				\$ 3,000.00
Legal			\$ 1,000.00			\$ 1,000.00
Sewer Lines(s)		\$ 351,505.00	\$ 190,238.00			\$ 541,743.00
Appraisal		\$ 2,000.00				\$ 2,000.00
Water Lines(s)						
Subtotal (B)		\$ 356,505.00	\$ 321,505.00	\$ -	\$ -	\$ 678,010.00
Grand Total (A + B)		\$ 356,505.00	\$ 356,505.00	\$ 0.00	\$ -	\$ 713,010.00

EXHIBIT "E"

1. DATE OF PROPERTY LOSS: 8/21/07

2. DEPARTMENT WHICH PROPERTY WAS LOSS: Recreation

3. WAS POLICE DEPT. CONTACTED? YES X NO _____

4. KIND OF LOSS: Stolen EX: WINDSTORM, FIRE, ETC...

5. DESCRIPTION OF PROPERTY: Shindaiwa Weedeater T272x

a. PROPERTY NUMBER: 3109343

b. SERIAL NUMBER: _____

6. IF PROPERTY WAS DISPOSED OF, WHAT IS THE LOCATION: _____

7. REMARKS: _____

DEPARTMENT HEAD SIGNATURE: Tom Hurdges Jr

1. DATE OF PROPERTY LOSS: 8/21/07

2. DEPARTMENT WHICH PROPERTY WAS LOSS: Recreation

3. WAS POLICE DEPT. CONTACTED? YES X NO _____

4. KIND OF LOSS: Stolen EX: WINDSTORM, FIRE, ETC...

5. DESCRIPTION OF PROPERTY: Shindaiwa weedeater T272

a. PROPERTY NUMBER: 5017374

b. SERIAL NUMBER: _____

6. IF PROPERTY WAS DISPOSED OF, WHAT IS THE LOCATION: _____

7. REMARKS: _____

DEPARTMENT HEAD SIGNATURE: Tom Hurdges Jr

CITY OF PETAL
MINUTE BOOK 27

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EXHIBIT "F"

CITY OF PETAL
PROPERTY LOSS

DATE: 8/31/2007

T: Financial

WERE POLICE CONTACTED? YES NO

KIND OF LOSS: broken (ex. fire, auction, stolen, etc)

DESCRIPTION OF PROPERTY: monitor connected to server

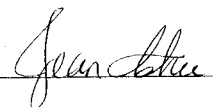
PROPERTY # _____

SERIAL # _____ **00219** _____

IF PROPERTY WAS DISPOSED OF, WHAT IS THE LOCATION?

trash

COMMENTS: old monitor - no picture

DEPT HEAD SIGNATURE: 

PLEASE DELIVER FORM TO MELISSA AT CITY HALL

CITY OF PETAL
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EXHIBIT "G"

City Of Petal
Recreation Department
101 W. 8th Ave
Petal, Ms 39465
801-554-5440

13 September 2007

To: Mayor Scott and Board of Alderman
Fr: Tom Hargdes, Recreation Director

I'm requesting your approval for a "Change of Status" on Josh Young for his continuous failure to report to work on time (8 September 2007) when he was suppose to be at work at 7:00 AM but he got there at 8:50 AM. Josh was recently suspended (1) week without pay into which I thought would get his attention.

The Change of Status I'm requesting is that Josh pay be reduced from \$9.85 to \$8.00 along with him being required to attend and successfully completing the (Alcohol Abuse) program offered through the Employment Assistance Program. After which he be evaluated for six months with no tardiness for being late for work or coming to work unable to perform due to (Alcohol Usage).

After six months if he has performed in accordance with the above requirements he'll be reconsidered for his pay status to return to what it was prior to this request, along with any other raises that may have taken effect while completing his requirements. Documentation to support this request is available upon your request.

Tom Hargdes Jr

CITY OF PETAL
MINUTE BOOK 27

EXHIBIT "H"

2007 ASSESSED VALUATION PETAL SEPARATE SCHOOL DISTRICT

TYPE PROPERTY	ASSESSED VALUE		HOMESTEAD	
REAL	68,766,316		APPLICANTS	4,897
PERSONAL	43,606,838		REGULAR	OVER 65
AUTOMOBILE	25,608,816		815,284	9,342,758
MOBILE HOME	1,033,239			
GRAY ROLL	311,457		NEW GROWTH	
PUBLIC UTILITY	8,272,639	2006		
TOTAL	147,599,305		REAL	2,805,293
			PERSONAL	6,192,816
			TOTAL	8,998,109
OF TAXES				
EL PASO:				
REAL	1,199,243	**		
PERSONAL	5,667,498	**		
PUBLIC UTILITY	4,128,240	2006		
** THESE ARE 100% ASSESSED VALUES THEY ONLY PAY 1/3 OF TAXES DUE ON THIS VALUE.				

2007 ASSESSED VALUATION CITY OF PETAL

TYPE PROPERTY	ASSESSED VALUE		HOMESTEAD	
REAL	40,404,588		REGULAR	OVER 65
PERSONAL	21,666,792		428,656	5,416,727
AUTOMOBILE	11,970,940			
MOBILE HOME	167,793		NEW GROWTH	
GRAY ROLL	311,457			
PUBLIC UTILITY	4,409,915	2006		
TOTAL	78,931,485		REAL	1,203,565
			PERSONAL	5,737,410
			TOTAL	6,940,975
IN LIEU OF TAXES				
EL PASO:				
REAL	1,199,243	**		
PERSONAL	5,667,498	**		
PUBLIC UTILITY	4,128,240	2006		
** THESE ARE 100% ASSESSED VALUES THEY ONLY PAY 1/3 OF TAXES DUE ON THIS VALUE.				

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF PETAL.

EXHIBIT "1"

STATE OF MISSISSIPPI
COUNTY OF FORREST
CITY OF PETAL

A part of the Northeast ¼ of the Southwest ¼, all in Section 31, Township 5 North, Range 12 West, in the City of Petal, County of Forrest, State of Mississippi and being more particularly described as 100 foot wide buffer strip crossing the Real Property owned by Currie Family Investment Company & ETAL (Forrest County Tax Parcel No. 3-021M-31-002.00, Book 940, Page 047), and further described as Commencing at the Northeast Corner of the Northeast ¼ of the Southwest ¼, thence run Southerly along the East Line of the said Northeast ¼ of the Southwest ¼ for 150.3 feet, more or less, to a Point on the North Line of said Real Property, said Point being the Point of Beginning, thence run South along the said East Line of the Northeast ¼ of the Southeast ¼ for 100 feet, thence run West and parallel to the North Line of the said Real Property for 378.7 feet, more or less, to a Point that is 100 feet East of the West Line of the said Real Property, thence run South and parallel to the said West Line of the said Real Property for 505.8 feet, more or less, to a Point on the South Line of the said Real Property, said South Line also being the Northern Right of Way of the Evelyn Gandy Parkway hereto forth known as U.S. Highway No. 42, a public road, thence run Westerly along the said South Line of the Real Property and said Northern Right of Way Line for 100.7 feet, more or less, to the Southwest Corner of the said Real Property, said Corner also being the Intersection of the said Northern Right of Way of U.S. Highway No. 42, a public road, and the Eastern Right of Way Line of King Boulevard, a public road, thence run N00°07'28"E along the said Eastern Right of Way Line of King Boulevard, a public road, and the West Line of said Real Property for 593.40 feet to the Northwest Corner of the said Real Property, thence run N89°33'53"E along the North Line of the said Real Property for 299.60 feet, thence run N89°50'11"E along the said North Line of the said Real Property for 178.90 feet to the Point of Beginning, comprising 2.25 Acres, more or less.

A conservation easement overlay which is inclusive of all the Real Property bounded by the following:

A part of the Northwest ¼ and a part of the Northeast ¼ of the Southwest ¼, all in Section 31, Township 5 North, Range 12 West, in the City of Petal, County of Forrest, State of Mississippi and being more particularly described as Beginning at the Northeast Corner of the Southeast ¼ of Northwest ¼ of said Section 31, said Corner also being the Northeast Corner of the Real Property owned by James B. and Addie B. Harper (Forrest County Tax Parcel No. 3-021L-31-094.00, Book 861, Page 482), thence run South along the East Line of said Real Property and thence East Line of the Southeast ¼ of the Northeast ¼ for 104.60 feet, more or less, to the Southeast Corner of the said Real Property, said Corner also being the Northeast Corner of the Real Property owned by Noilette M. King (Forrest County Tax Parcel No. 3-021L-31-088¹.00, Book 672, Page 032), thence run South along the East Line of the said Real Property and the said East Line of the Southeast ¼ of the Northeast ¼ for 1073.2 feet, more or less, to the Southeast Corner of the said Real Property, said Corner also being the Northeast Corner of the Real Property owned by Laure H. Porciello (Forrest County Tax Parcel No. 3-021L-31-001.00, Book 962, Page 697), thence run South along the East Line of said Real Property and the said East Line of the Southeast ¼ of the Northeast ¼ and the East Line of the Northeast ¼ of the Southeast ¼ for 290.8 feet, more or less, to the Southeast Corner of the said Real Property, said Corner also being a Point on the North Line of the Real Property owned by Currie Family Investment Company & ETAL (Forrest County Tax Parcel No. 3-021M-31-002.00, Book 940, Page 047), thence run South along the said East Line of the Northeast ¼ of the Southeast ¼ for 100 feet, thence run

¹ According to Forrest County Tax Records Noilette M. King owns the Real Property Tax Parcels No. 3-021L-31-088.00, Deed Book 672, Page 032 on June 12, 1992. The Warranty Deed for Book 861, Page 482 states that the Real Property was, in part, conveyed for James B. & Addie B. Harper Tax Parcel No. 3-021L-31-094.00 on April 24, 2001.

West and parallel to the North Line of the said Real Property for 378.7 feet, more or less, to a Point that is 100 feet East of the West Line of the said Real Property, thence run South and parallel to the said West Line of the said Real Property for 505.8 feet, more or less, to a Point on the South Line of the said Real Property, said South Line also being the Northern Right of Way of the Evelyn Gandy Parkway hereto forth known as U.S. Highway No. 42, a public road, thence run Westerly along the said South Line of the Real Property and said Northern Right of Way Line for 100.7 feet, more or less, to the Southeast Corner of the said Real Property, said Corner also being the Intersection of the said Northern Right of Way of U.S. Highway No. 42, a public road, and the Eastern Right of Way Line of King Boulevard, a public road, thence run Westerly along the said Northern Right of Way of U.S. Highway No. 42, a public road, and the Western Right of Way Line of said King Boulevard, a public road, said Point also being the Centerline of a Creek and the Southeast Corner of the Real Property owned by Ralph L. and Nancy D. Hullum, Jr. (Forrest County Tax Parcel No. 3-021M-31-003².00, Book 545, Page 507), thence run Northwesterly along said Creek Centerline and Southwestern Line of said Real Property for 250 feet, more or less, to the Northwest Corner of said Real Property, said Corner also being the Southeast Corner of the Real Property owned by Ralph L. and Nancy D. Hullum, Jr. (Forrest County Tax Parcel No. 3-021M-31-012³.00, Book 545, Page 507), thence run Northwesterly along said Creek Centerline and Southwestern Line of said Real Property for 245 feet, more or less, to the Southwest Corner of said Real Property, said Corner also being a Point on the Eastern Right of Way Line of Arkwood Lane, a public road, thence run Northwesterly along said Centerline of a Creek for 64.8 feet, more or less, to a Point on the Western Right of Way Line of said Arkwood Lane, a public road, said Point also being the Southeast Corner of the Real Property owned by Gene Myatt (Forrest County Tax Parcel No. 3-021M-31-014.00, Book 636, Page 266), thence run Northwesterly along said Creek Centerline and Southwestern Line of said Real Property for 280 feet, more or less, to the Northwest Corner of said Real Property, said Corner also being a Point on the West Line of the Northeast ¼ of the Southwest ¼ of Section 31 and the Southwest Corner of the Real Property owned by George D.

² According to Forrest County Tax Records Ralph L. & Nancy D. Hullum own the Real Property Tax Parcels No. 3-021M-31-003.00, Deed Book 545, Page 507, 3-021M-31-004.00, Deed Book 545, Page 507 and 3-021M-31-012.00, Deed Book 545, Page 507 as separate parcels. The Warranty Deed legal description for Book 545, Page 507 describes the Real Property of all three parcels inclusive. The legal description herein references each Real Property Tax Parcel Number separately.

³ See previous footnote.

and Sonja L. Nash (Forrest County Tax Parcel No. 3-021M-31-015.00, Book 536, Page 242), thence run North along the West Line of said Real Property and said West Line of the Northeast ¼ of the Southwest ¼ for 135 feet, more or less, to the Northwest Corner of said Real Property, said Corner also being the Southwest Corner of the Real Property owned by George D. and Sonja L. Nash (Forrest County Tax Parcel No. 3-021M-31-016.00, Book 461, Page 809), thence run North along the West Line of said Real Property and said West Line of the Northeast ¼ of the Southwest ¼ for 120 feet, more or less, to the Northwest Corner of said Real Property, said Corner also being the Southwest Corner of the Real Property owned by Percy and Hazel L. Scarbrough (Forrest County Tax Parcel No. 3-021M-31-078.00, Book 438, Page 567), thence run North along the West Line of said Real Property and said West Line of the Northeast ¼ of the Southwest ¼ for 40 feet, more or less, to the Northwest Corner of the said Northeast ¼ of the Southwest ¼, said Corner also being the Southeast Corner of the Real Property owned by Darryl S. and Lora S. Weekley (Forrest County Tax Parcel No. 3-021L-31-062.00⁴, Book 856, Page 529), thence run West along the South Line of said Real Property and the South Line of the Southwest ¼ of the Northwest ¼ of said Section 31 for 152.5 feet, more or less, to the Southwest Corner of said Real Property, said Corner also being the Southeast Corner of the Real Property with an unknown owner (Forrest County Tax Parcel No. 3-021L-31-061.00⁵), thence run West along the South Line of said Real Property and said South Line of the Southwest ¼ of the Northwest ¼ for 152.5 feet, more or less, to the Southwest Corner of the said Real Property, thence run North along the West Line of the said Real Property for 510 feet, more or less, to the Northwest Corner of the said Real Property, said Corner also being the Southwest Corner of the Real Property owned by Bruce R. & Doris D. Johndro (Forrest County Tax Parcel No. 3-021L-31-060.00, Book 843, Page 040), thence run North along the West Line of the said Real Property for 200 feet, more or less, to the Northwest Corner of said Real Property, said Corner also being the Southwest Corner of the Real Property owned by Bruce R. & Doris D. Johndro (Forrest County Tax Parcel No. 3-021L-31-059.00⁶, Book 801, Page 680), thence run North along the

⁴ According to Forrest County Tax Records Darryl S. & Lora S. Weekley own the Real Property Tax Parcel No. 3-021L-31-061.00, Deed Book 856, Page 529. The Warranty Deed legal description for Book 856, Page 529 describes the Real Property Tax Parcel No. 3-021L-31-062.00 as depicted on Forrest County Tax Map No. 21L. No Tax Record exists for Tax Parcel No. 3-021L-31-062.00.

⁵ See Previous Footnote.

⁶ According to Forrest County Tax Records Bruce R. & Doris D. Johndro own the Real Property Tax Parcels No. 3-021L-31-059.00, Deed Book 801, Page 680 and 3-021L-31-056.00, Deed Book 801, Page 680 as separate parcels. The Warranty Deed legal description for Book 801, Page 680 describes the Real Property of both parcels inclusive. The legal description herein references each Real Property Tax Parcel Number separately.

CITY OF PETAL
MINUTE BOOK 27

447

EXHIBIT "1"

West Line of the said Real Property for 24 feet, more or less, to the Southeast Corner of the Real Property owned by Bruce R. & Doris D. Johndro (Forrest County Tax Parcel No. 3-021L-31-056.00⁷, Book 801, Page 680), thence run West for 152.5 feet, more or less, to the Southwest Corner of said Real Property, thence run North along the West Line of the said Real Property for 286.50 feet, more or less, to the Northwest Corner of the said Real Property, said Corner also being the Southwest Corner of the Real Property owned by Maurice D. Carlisle, Jr (Forrest County Tax Parcel No. 3-021L-31-055.00⁸, Book 838, Page 490), thence run North along the West Line of the said Real Property for 199.5 feet, more or less, to the Western most Northwest Corner of said Real Property, said Corner also being the Southwest Corner of the Real Property owned by the State of Mississippi (Forrest County Tax Parcel No. 3-021L-31-054.00⁹), thence run North along the West Line of said Real Property for 100 feet, more or less, to the Northwest Corner of said Real Property, said Corner also being on the Southern Right of Way Line of Ark Lane, a public road, thence run North for 30 feet, more or less, to a Point the Northern Right of Way Line of said Ark Lane, a public road, said Point also being on the South Line of Block 2 of Crestview Subdivision as per plat on file at the Chancery Clerk's Office for the County of Forrest (Deed Book 45, Page 293 and Plat Book 8, Page 68), thence run Westerly along the said South Line of Block 2 and said Northern Right of Way Line of Ark Lane, a public road, for 353.50 feet, more or less, to the Southwest Corner of said Block 2, said Corner also being the Intersection of the said Northern Right of Way Line of Ark Lane, a public road, and the Eastern Right of Way Line of Iva Thompson Boulevard, a public road, thence run Northwesterly along the West Line of said Block 2 and said Eastern Right of Way Line Iva Thompson Boulevard, a public road, for 279.9 feet, more or less, to the Northwest Corner of said Block 2, said Corner also being the Intersection of the said Eastern Right of Way Line of Iva Thompson Boulevard, a public road, and the Southern Right of Way Line of Hamilton Drive, a public road, thence run Northwesterly along the extension of the said Eastern Right of Way Line of Iva Thompson Boulevard, a public road, to the Southwest Corner of Block 1 of the said Crestview Subdivision, said Corner also being the Intersection of the said Eastern Right of Way Line of Iva Thompson

⁷ See Previous Footnote.

⁸ According Forrest County Tax Records Jo E. Carlisle owns the Real Property Tax Parcels No. 3-021L-31-055.00, Deed Book 838, Page 490. The Warranty Deed for Book 838, Page 490 states that the Real Property, in entirety, was conveyed for Maurice D. Carlisle. The legal description herein references Maurice D. Carlisle as the parcel owner.

⁹ According Forrest County Tax Records the State of Mississippi owns the Real Property Tax Parcels No. 3-021L-31-054.00 through a tax forfeiture. No Warranty Deed could be found for this Parcel.

Boulevard, a public road, and the Northern Right of Way Line of said Hamilton Drive, a public road, thence run Northwesterly along the said Eastern Right of Way Line of Iva Thompson Boulevard, a public road, for 200 feet, more or less, to the Northwest Corner of the Lot 2 of said Block 1 of the Crestview Subdivision, thence run Northeasterly along the said Eastern Right of Way Line of Iva Thompson Boulevard, a public road, for 208 feet, more or less, to the Northwest Corner of said Block 1, said Corner also being the Intersection of the said Eastern Right of Way Line of Iva Thompson Boulevard, a public road, and the Southwestern Right of Way Line of Briarwood Lane, a public road, thence run Northeasterly along an extension of the said Eastern Right of Way Line of Iva Thompson Boulevard, a public road, for 30 feet, more or less, to a Point on the Northeastern Right of Way Line of Briarwood Lane, a public road, said Point also being on the Southwestern Line of the Real Property owned by Rodney M. and Lisa H. Smith (Forrest County Tax Parcel No. 3-021L-31-006.00, Book 675, Page 433), thence run Northwesterly along the said Southwestern Line of the Real Property and said Northeastern Right of Way Line for 130.5 feet, more or less, to the West Corner of the said Real Property, said Corner also being the Intersection of the said Northeastern Right of Way Line of Briarwood Lane, a public road, and the Southeastern Right of Way Line of Old Richton Road, a public road, thence run Northeasterly along the West Line of said Real Property and said Southeastern Right of Way Line Old Richton Road for 174.4 feet, more or less, to the North Corner of said Real Property, said Corner also being the West Corner of the Real Property owned by Rodney M. Smith (Forrest County Tax Parcel No. 3-021L-31-005.00, Book 779, Page 383), thence run Northeasterly along the West Line of said Real Property and said Southeastern Right of Way Line Old Richton Road for 235.9 feet, more or less, to the North Corner of said Real Property, thence run Southeasterly along the North Line of said Real Property for 657.60 feet, more or less, to the East Corner of said Real Property, said Corner also being on the Western Line of the Real Property owned by David J. Manasco (Forrest County Tax Parcel No. 3-021L-31-002.00, Book 893, Page 261), thence run Southeasterly for 605.9 feet, more or less, to a Point which is 400 feet North of the South Line of the Northeast ¼ of the Northwest ¼ and 875.7 feet West of the East Line of the said Northeast ¼ of the Northwest ¼, thence run East for 875.7 feet, more or less, to a Point on the said East Line of the Northeast ¼ of the Northwest ¼, said Point also being on the East Line of the said Real Property, thence run South for 400 feet, more or less, to the Southeast Corner of the said Northeast ¼ of the Northwest ¼, said Corner also being the

Southeast Corner of the said Real Property, said Corner also being the Point of Beginning, comprising 91.7 Acres, more or less.

EXHIBIT "I"

1977 (42,731C)

Organic

EXHIBIT "J"

Trustmark National Bank
Post Office Box 291
Jackson, Mississippi 39205-0291
601 354 5111



Trustmark

September 19th, 2007

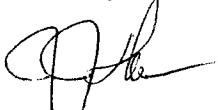
Re: W.M. Bruce Smith

To Whom It May Concern:

This letter of credit shall confirm that the above mentioned customer has funds available in the amount of \$12,200. Mr. Smith can access these funds at his discretion.

If any other information is needed, please do not hesitate to call my office at the number listed below.

Thank you,



JJ Thoms
Branch Officer
Trustmark National Bank
(601) 583-5214

CITY OF PETAL
MINUTE BOOK 27
EXHIBIT "K"

STATE OF MISSISSIPPI REQUEST FOR REPAYMENT FOR PUBLIC ASSISTANCE FUNDS		1. REPAYMENT REQUEST NO. 035-56800-00
3. TYPE OF REQUEST () PARTIAL (X) FINAL		2. DECLARATION: FEMA-1594-DR-MS
5. APPLICANT ATTN: Larry Byrd NAME: City of Petal ADDRESS: 119 West Eight Avenue Petal, MS 39465 TELEPHONE: 601-297-0817		4. FEDERAL ID NO. 035-56800-00
		6. PERIOD COVERED BY THIS REQUEST FROM: 7/8/2005 TO: 7/13/2005 Prepared by: bj INCLUDES SUPPLEMENTS: 0 & 16 <i>Hurricane Dennis - 7/8/05-7/10/05</i>
COMPUTATION OF REPAYMENT AMOUNT REQUESTED		
7. FEDERAL FUNDING		
a. Approved Amount (PW)		
b. Maximum Reimbursement Eligible		
c. Amount Eligible for this Request		
d. Total of previous reimbursements		
e. Amount of this Request		
f. Total Cumulative Reimbursements		
SEE "REMARKS" BELOW FOR EXPLANATIONS Repayment # 1		
8. STATE FUNDING		
a. Total Amount Approved 100% \$ 5,735.82		
b. State's Share @ 12.5% = \$ -		
c. Previous Reimbursement \$ 221.25		
d. Repayment Amount \$ 221.25		
9. I certify that to the best of my knowledge and belief the data above are correct and that all disbursements were made in accordance with the grant conditions or other agreement and that repayment is due and has not been previously requested.		
Signature of Authorized Certifying Official <i>Larry Byrd</i> Larry Byrd Typed Name		Date 9-17-07
10. I certify that the amount claimed on this voucher is correct and repayment has not been received.		AMOUNT APPROVED: \$ 221.25
THOMAS M. "Mike" WOMACK GOVERNOR'S AUTHORIZED REPRESENTATIVE		Date
11. REMARKS: Packages included in this reimbursement: 0 & 16 This repayment is the result of the cost share change for PW#1-0 which was originally obligated at 75% cost share, and was eligible for \$221.25 in State Share funds that were paid in Reimbursement #2. PW#1-1 was generated to change the cost share to 100% and obligated additional federal funds in the amount of \$442.50. Due to this change, State Share funding is not eligible. A check should be made to the State Treasury in the amount of \$221.25.		

STATE OF MISSISSIPPI REQUEST FOR REIMBURSEMENT FOR PUBLIC ASSISTANCE FUNDS		1. PAYMENT REQUEST NO. 035-56800-00
3. TYPE OF REQUEST () PARTIAL (X) FINAL		2. DECLARATION: FEMA-1594-DR-MS
5. APPLICANT NAME: Larry Byrd City of Petal ADDRESS: 119 West Eight Avenue Petal, MS 39465 TELEPHONE: 601-297-0817		4. FEDERAL ID NO. 035-56800-00
		6. PERIOD COVERED BY THIS REQUEST FROM: 7/8/2005 TO: 7/10/2005 prepared by: bj INCLUDES PACKAGE (s) NUMBER: 0 & 16 <i>Hurricane Dennis - 7/8/05-7/10/05</i>
COMPUTATION OF REIMBURSEMENT AMOUNT REQUESTED		
7. FEDERAL FUNDING		
a. Approved Amount (PW)		
b. Maximum Reimbursement Eligible		
c. Amount Eligible for this Request		
d. Total of previous reimbursements		
e. Amount of this Request		
f. Total Cumulative Reimbursements		
SEE "REMARKS" BELOW FOR EXPLANATIONS Reimbursement # 3		
8. STATE FUNDING		
a. Total Amount Approved 100%		
b. State's Share 12.5% x		
9. I certify that to the best of my knowledge and belief the data above are correct and that all disbursements were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.		
Signature of Authorized Certifying Official <i>Larry Byrd</i> Larry Byrd Typed Name		Date 9-14-07
10. I certify that the amount claimed on this voucher is correct and payment has not been received.		AMOUNT APPROVED: \$ 442.50
THOMAS M. "Mike" WOMACK GOVERNOR'S AUTHORIZED REPRESENTATIVE		Date
11. REMARKS: Packages included in this reimbursement: 0 & 16 This request is for the balance of the federal share for one (1) Category B Small Project PW#1-0 for emergency protective measures. PW#1-0 was approved at the federal cost share of 75% in the amount of \$1,327.50. PW#1-1 was generated to change the cost share to 100% federal funding and obligates the remaining 25% in the amount of \$442.50. The total federal share for PW#1-0 & 1-1 is \$1,770.00 (100% cost share).		

REPAYMENT CHECK SHOULD BE MADE TO THE "STATE TREASURY" IN THE AMOUNT OF \$221.25.

MAIL TO:

BRENDA JONES
MEMA
P.O. BOX 5644
PEARL, MS 39288

**CITY OF PETAL
MINUTE BOOK 27**

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees at the Civic Center.

IT IS HEREBY ordered that the new pay scale for the Civic Center employees shall read as follow:

Gary Bullock	\$	9.24	per hour
Cody Hinton	\$	7.00	per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees at the Building Department.

IT IS HEREBY ordered that the new pay scale for the Building Department employees shall read as follow:

Amy Heath	\$26,250.00	annually
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IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employee for the Mayor's Secretary/Receptionist.

IT IS HEREBY ordered that the new pay scale for the Secretary/Receptionist shall read as follow:

Christy Kelly	\$19,220.00	annually
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IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Water and Sewer Department.

IT IS HEREBY ordered that the new pay scale for the Water and Sewer Department employees shall read as follow:

Stacy Walters	\$26,250.00	annually
Robert Pearce	\$	11.00 per hour
Anthony Evans	\$	9.75 per hour
Tim Woods	\$	10.25 per hour
Jerry Bester	\$	9.00 per hour
Jessie Dickerson	\$	11.00 per hour
Christy Barker	\$	8.75 per hour
Andrew Weber	\$	11.00 per hour
Ryan Easley	\$	9.50 per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the policemen in the Police Department

IT IS HEREBY ordered that the new pay scale for the Police Department employees shall read as follow:

POLICE CHIEF	\$40,000.00	ANNUALLY
ASSISTANT CHIEF	\$35,000.00	
LIEUTENANT	\$32,000.00	
SERGEANT	\$31,000.00	
PATROLMAN 1 ST CLASS	\$30,400.00	
PATROLMAN 2 ND CLASS	\$29,400.00	
PATROLMAN 3 RD CLASS	\$28,400.00	
PATROLMAN 4 TH CLASS	\$27,400.00	
ANIMAL WARDEN	\$24,000.00	
ADMINISTRATIVE ASS'T	\$20,250.00	
MOTOR OFFICERS	\$ 1,000.00	

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

EXHIBIT "L"

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the firefighters in the Fire Department.

IT IS HEREBY ordered that the new pay scale for the Fire Department employees shall read as follow:

FIRE CHIEF	\$36,500.00	ANNUALLY
ASSISTANT CHIEF	\$34,500.00	
BATTALION CHIEF	\$31,000.00	
LIEUTENANT	\$30,000.00	
ENGINEER	\$28,900.00	
1 ST CLASS FIREMAN	\$27,900.00	
2 ND CLASS FIREMAN	\$26,600.00	
3 RD CLASS FIREMAN	\$25,300.00	
RECRUIT	\$22,950.00	
PROBATIONARY	\$20,004.00	

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

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

Mississippi on this the 18th day of September, 2007.

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Judicial Department.

IT IS HEREBY ordered that the new pay scale for the Judicial Department employees shall read as follow:

SHAROLD FRANKLIN-FEDRICK	\$29,500.00	ANNUALLY
SHELIA SMALLWOOD	\$19,244.00	
MICHAEL REED	\$16,000.00	
LYNN CARTER	\$ 2,750.00	
JEFF HALL	\$ 5,500.00	

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

ORDER

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to set a pay scale for the dispatchers in the Petal Police Department.

IT IS HEREBY ordered that the pay scale for the dispatchers read as follows:

HEAD DISPATCHER	\$10,991	PER HOUR
1 ST CLASS	\$10,291	
2 ND CLASS	\$10,041	
3 RD CLASS	\$ 9,791	
RECRUIT	\$ 9,541	
RECEPTIONIST	\$ 8,000	
PT TIME DISPATCHER	\$ 6,968	

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

CITY OF PETAL
MINUTE BOOK 27

ORDER

ORDER

EXHIBIT "L"

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Solid Waste Department.

IT IS HEREBY ordered that the new pay scale for the Solid Waste employees shall read as follow:

Steve Thurtman	\$	11.30	per hour
Derrick Brown	\$	10.27	per hour
Frank Rogers	\$	9.24	per hour
James Russell	\$	8.22	per hour
Christopher Hennis	\$	8.22	per hour
Andre McKinney	\$	10.27	per hour
Jason Showers	\$	8.22	per hour
Daniel Ducksworth	\$	8.22	per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Street Department.

IT IS HEREBY ordered that the new pay scale for the Civic Center employees shall read as follow:

Benjamin Burgess	\$	11.81	per hour
Allen Burns	\$	8.73	per hour
Wayne Graham	\$	11.61	per hour
Don Walters	\$	11.30	per hour
Stance Bradley	\$	8.22	per hour
James Havard	\$	9.24	per hour
Larry Carraway	\$	10.27	per hour
Charles Galjour	\$	9.24	per hour
Steven Murry	\$	8.22	per hour
David Schwandt	\$	10.27	per hour
Donald Stanley	\$	10.27	per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

ORDER

ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Recreation Department.

IT IS HEREBY ordered that the new pay scale for the Recreation Department employees shall read as follow:

Lura Huffman	\$	10.27	per hour
Donay Hanil	\$	9.24	per hour
Billy Young	\$	10.12	per hour
William Brazzle	\$	10.22	per hour
Doris Walters	\$	8.73	per hour
Richard Peterson	\$	8.73	per hour
Zachary Martin	\$	7.00	per hour
Daniel Meadows	\$	8.22	per hour

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for Jean Ishee, City Clerk.

IT IS HEREBY ordered that the new pay scale for Jean Ishee shall be at the rate of pay of \$37,000.00 annually, and shall be effective October 1, 2007 and until further orders of the Mayor and Board of Aldermen.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

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ORDER

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for the following employees in the Financial Department.

IT IS HEREBY ordered that the new pay scale for the Financial Department employees shall read as follow:

Melissa Martin	\$26,250.00
Lynn Wheat	\$26,250.00

IT IS FURTHER ordered that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.

ORDER

EXHIBIT "L"

WHEREAS, THE Mayor and Board of Aldermen of the City of Petal, Mississippi do hereby deem it necessary to increase the pay scale for Thomas W. Tyner, City Attorney

IT IS THEREFORE ORDERED that the pay scale for Thomas W Tyner, shall be at the rate of \$15,300.00 annually.

IT IS FURTHER ORDERED that this pay scale shall become effective October 1, 2007.

SO ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi on this the 18th day of September, 2007.



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to

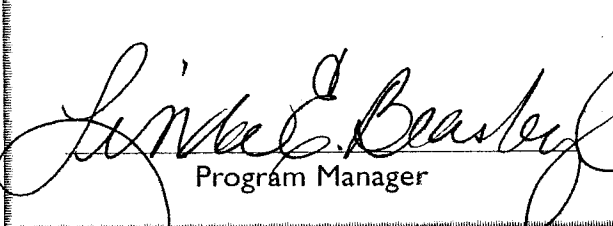
Sharold F Fedrick

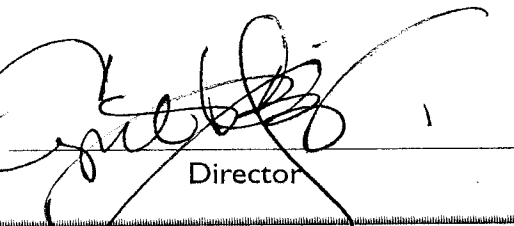
for having attended the

**Municipal Court Clerks Statewide Seminar
Grand Casino ~ Tunica, Mississippi**

**September 6-7, 2007
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Mississippi Judicial College


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