

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 JULY 15, 2008 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR CARL SCOTT
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS PRESENT	EL/GAIL PORTER BEN PIPER TOMMYE CORLEY CARL JOHNSTON HARRY/NETTIE FARRIS ALLEN FLYNT B C LEWIS AND MANY MORE

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

THE INVOCATION WAS OFFERED BY GARY WOODS.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

VII. BIDS & QUOTES

1. REQUEST TO ACCEPT BID FOR CURB, GUTTER, AND ASPHALT PARKING FOR FRIENDLY PARK.
  - A. BULLDOG CONSTRUCTION \$167,480.00
  - B. DUNN ROADBUILDERS \$267,705.00
  - C. T L WALLACE CONSTRUCTION \$212,194.00
  - D. W A WARREN CONSTRUCITON \$194,450.00
2. REQUEST TO ACCEPT QUOTE FROM REED CONSTRUCTION FOR DITCH CLEAN-OUT ON SWEETBAY TRAIL AND WILDWOOD IN THE AMOUNT OF \$4,650.00
3. REQUEST TO ACCEPT QUOTES FOR A PERIOD OF ONE YEAR FOR SIDEWALKS PER LINEAR FOOT.
  - A. JAMES CLARK \$ 7.25 LINEAR FOOT
  - B. PIERCE CONCRETE \$ 8.00 LINEAR FOOT
  - C. REED CONSTRUCTION \$12.00 LINEAR FOOT
4. REQUEST TO ACCEPT QUOTE FROM STEVE BAKER FOR DOOR FRAMES AND BUILD TO MATCH NEW DOORS FOR WALKER BUILDING IN THE AMOUNT OF \$1,300.00, LABOR ONLY.
5. REQUEST TO ACCPET QUOTE FOR BUILDING HANDICAP RAMP, RUN NEW METAL FACIA, PRIME AND PAINT ALL COLUMNS AND CEILING, TEAR OFF ALL ROOFING SHINGLES AND REPLACE FOR HOUSE AT DOG PARK.
  - A. WREN & MANASCO \$6,588.00
  - B. JAMES CLARK \$6,884.14 (PAINT)
  - C. JAMES CLARK \$6,893.37 (VINYL)

IX. GENERAL BUSINESS

13. REQUEST TO TERMINATE EMPLOYEE #15018 IN THE SANITATION DEPARTMENT.
14. REQUEST FOR A SPECIAL WISH OF BELLE WELCH TO ACCOMPANY JANICE PUCYLOWSKI, ANIMAL CONTROL, TO RIDE IN TRUCK ONE DAY.
15. REQUEST TO EXECUTE CONTRACT FOR RAILROAD CROSSING PERMIT FOR THE CONSTRUCTION OF THE BICYCLE TRAIL.
16. REQUEST TO INSTALL STOP SIGN, PER CHIEF LEE SHELBOURN RECOMMENDATION, AT THE INTERSECTION OF TWIN LAKES AND PANTHER DRIVE.
17. REQUEST TO CONTRACT WITH THE PETAL BOOSTER CLUB TO DO THE RADIO/INTERNET ADVERTISING FOR THE PETAL HIGH FOOTBALL AND BASEBALL GAMES IN THE AMOUNT OF \$1,400.00.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE MINUTES OF THE REGULAR MEETING OF JULY 1, 2008.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE MINUTES OF THE REGULAR MEETING OF JULY 1, 2008. 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 CALLED FOR PUBLIC COMMENT.

THEREUPON, BOB VENABLE ADDRESSED THE MAYOR AND BOARD OF ALDERMAN ABOUT THE DRAINAGE ISSUE AT 112 CAMERON STREET. WOULD LIKE TO HAVE THE DITCH CLEANED OUT DUE TO MOSQUITOS WITH WATER SITTING.

WHEREAS, MAYOR SCOTT STATED THAT THERE IS A NEED TO HAVE AN EASEMENT FOR THE CITY TO COME ON PRIVATE PROPERTY BEFORE IT CAN BE CLEANED OUT. THE MOBILE HOMES ARE TOO CLOSE TO THE DITCH THAT THE CITY CANNOT GET EQUIPMENT IN THERE TO CLEAN THE DITCH.

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING QUOTES FOR CURB, GUTTER AND ASPHALT PARKING FOR FRIENDLY PARK.

A.	BULLDOG CONSTRUCTION	\$167,480.00
B.	DUNN ROADBUILDERS	\$267,705.00
C.	T L WALLACE CONSTRUCTION	\$212,194.00
D.	W A WARREN CONSTRUCTION	\$194,450.00

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE QUOTE FROM BULLDOG CONSTRUCTION IN THE AMOUNT OF \$167,480.00 FOR THE CURB, GUTTER AND ASPHALT AT FRIENDLY 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 ACCEPT QUOTE FROM REED CONSTRUCTION IN THE AMOUNT OF \$4,650.00 TO CLEAN-OUT DITCH ON SWEETBAY TRAIL AND WILDWOOD.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ACCEPT THE QUOTE FROM REED CONSTRUCTION IN THE AMOUNT OF \$4,650.00 TO CLEAN-OUT DITCH ON SWEETBAY TRAIL AND WILDWOOD. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING QUOTES FOR SIDEWALKS PER LINEAR FOOT.

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|----|---------------------|---------------------|
| A. | JAMES CLARK         | \$ 7.25 LINEAR FOOT |
| B. | PIERCE CONSTRUCTION | \$ 8.00 LINEAR FOOT |
| C. | REED CONSTRUCTION   | \$12.00 LINEAR FOOT |

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO ACCEPT THE QUOTE FROM JAMES CLARK AT \$7.25 PER LINEAR FOOT AND PIERCE CONSTRUCTION AT \$8.00 PER LINEAR FOOT. 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 A QUOTE FROM STEVE BAKER FOR DOOR FRAMES AND BUILD TO MATCH NEW DOORS FOR WALKER BUILDING IN THE AMOUNT OF \$1,300.00 FOR LABOR ONLY.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE QUOTE FROM STEVE BAKER FOR DOOR FRAMES AND BUILD TO MATCH NEW DOORS FOR WALKER BUILDING IN THE AMOUNT OF \$1,300.00 FOR LABOR ONLY. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING QUOTE FOR BUILDING HANDICAP RAMPS, RUN NEW METAL FACIA, PRIME AND PAINT ALL COLUMNS AND CEILING, TEAR OFF ALL ROOFING SHINGLES AND REPLACE AT THE DOG PARK.

- |    |                |                    |
|----|----------------|--------------------|
| A. | WREN & MANASCO | \$6,588.00         |
| B. | JAMES CLARK    | \$6,884.14 (PAINT) |
| C. | JAMES CLARK    | \$6,893.37 (VINYL) |

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE QUOTE FROM JAMES CLARK IN THE AMOUNT OF \$6,893.37 TO USE VINYL. 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 CITY ATTORNEY THOMAS TYNER TO PROCEED WITH LEGAL REMEDIES FOR EASEMENT ACQUISITION RELATED TO SUNRISE ROAD LIFT STATION AND SEWER LINE.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE CITY ATTORNEY THOMAS TYNER TO PROCEED WITH LEGAL REMEDIES FOR EASEMENT ACQUISITION RELATED TO SUNRISE ROAD LIFT STATION AND SEWER LINE. 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 THE PLANNING COMMISSION TO AMEND ORDINANCE 1979(42A) FOR THE INTERPRETATION OF HYBRIDS, HOMES THAT DO NOT COMPLY WITH EXISTING BUILDING STANDARDS IN ANY OF THE CITY'S PRESENT ZONING DISTRICTS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET A HEARING DATE FOR THE PLANNING COMMISSION FOR AUGUST 26, 2008 AT 7:00 P.M. TO AMEND ORDINANCE 1979(42A) FOR HYBRIDS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE FROM JOHN GANDY, LEEVILLE ROAD, IN THE AMOUNT OF \$1,235.85 FOR THE DAMAGES INCURRED TO HIS PROPERTY AS A RESULT OF THE DEVELOPMENT OF WILLIAMSBURG ESTATES SUBDIVISION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE TO JOHN GANDY, LEEVILLE ROAD, IN THE AMOUNT OF \$1,235.85 FOR THE DAMAGES INCURRED TO HIS PROPERTY AS A RESULT OF THE DEVELOPMENT OF WILLIAMSBURG ESTATES SUBDIVISION AND RELEASE THE CITY OF ANY PAST, PRESENT OR FUTURE LIABILITIES IN REGARD TO THE PROJECT. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING CONTRACT WITH SYSCON FOR A PERIOD OF ONE YEAR.

SEE EXHIBIT "A"

SYSCON CONTRACT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE MAYOR TO CONTRACT WITH SYSCON FOR A PERIOD OF YEAR AT A RATE OF \$9.44 PER CASE BILLED MONTHLY. THEN RENEW THE CONTRACT AFTER JULY 1, 2009. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

ALDERMAN LIESA WEAVER

WHEREAS, MAYOR SCOTT PRESENTED THE RECOMMENDATION FROM SHOWS, DEARMAN, AND WAITS, INC TO ACCEPT THE FINAL PLAT FOR THE WILLIAMSBURG ESTATES SUBDIVISION PHASE II WEST BUT WILL NOT ACCEPT THE INFRASTRUCTURE.

SEE EXHIBIT "B"

LETTER  
SHOWS, DEARMAN, & WAITS, INC

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RECOMMENDATION OF SHOWS, DEARMAN, AND WAITS, INC TO ACCEPT THE FINAL PLAT FOR THE WILLIAMSBURG ESTATES SUBDIVISION PHASE II WEST BUT WILL NOT INCLUDE THE INFRASTRUCTURE, CONTINGENT ON CONTAINING THE PERMENANT DRAINAGE EASEMENTS ON THE TWO PROPERTIES. 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 ANNUL ORDER REQUIRING SIDEWALKS IN WILLIAMSBURG ESTATES DIVISION WITHIN A TWO (2) YEAR PERIOD TO BE EFFECTIVE AS OF JULY 15, 2008.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ANNUL ORDER REQUIRING SIDEWALKS IN WILLIAMSBURG ESTATES DIVISION WITHIN A TWO (2) YEAR PERIOD TO BE EFFECTIVE AS OF JULY 15, 2008. ALDERMAN MOORE SECONDED THE MOTION BUT TO MODIFY THAT IF THE SIDEWALKS ARE NOT COMPLETE BY JUNE 15, 2009 THAT A CASH BOND FOR THE REMAINING SIDEWALKS TO BE MADE TO THE CITY.

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 #90092 FROM CALIFORNIA SKATEPARK IN THE AMOUNT OF \$51,844.50.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #90092 TO CALIFORNIA SKATEPARK IN THE AMOUNT OF \$51,844.50. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING GRANTS FOR FY 2008-2009 SEATBELT GRANT AND THE DUI GRANT.

SEE EXHIBIT "C"

DUI GRANT  
SEATBELT GRANT

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE DUI GRANT IN THE AMOUNT OF \$92,232.00 AND SEATBELT GRANT IN THE AMOUNT \$13,000.00. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #15263 FROM SHOWS, DEARMAN AND WAITS, INC IN THE AMOUNT OF \$57,600.00 FOR EXTENSION OF BYRD PARKWAY.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #15263 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$57,600.00 FOR EXTENSION OF BYRD PARKWAY CONTINGENT ON RECEIVING \$100,000.00 FROM PETER HOWARD. 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 BILL PETER HOWARD FOR ENGINEERING SERVICES IN THE AMOUNT OF \$100,000.00.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO BILL PETER HOWARD FOR ENGINEERING SERVICES IN THE AMOUNT OF \$100,000.00 FOR BYRD PARKWAY EXTENSION. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO HAVE CITY ATTORNEY THOMAS TYNER PREPARE AN AGREEMENT FOR THE CURRIE DEVELOPMENT TO DONATE THE RIGHT OF WAY PERTINENT TO 49CFR PART 24 REQUIRED BY MDOT.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE CITY ATTORNEY THOMAS TYNER TO PREPARE AN AGREEMENT FOR THE CURRIE DEVELOPMENT TO DONATE THE RIGHT OF WAY PERTINENT TO 49CFR PART 24 REQUIRED BY MDOT. 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 A REQUEST FROM DALE NUTTING TO TERMINATE RICKEY JONES IN THE SANITATION DEPARTMENT.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ACCEPT THE RECOMMENDATION OF DALE NUTTING, SANITATION SUPERVISOR, TO TERMINATE RICKEY JONES EFFECTIVE JULY 15, 2008. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FROM JANICE PUCYLOWSKI, TO GIVE BELLE WELCH A SPECIAL WISH TO RIDE IN THE TRUCK FOR A DAY.

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE JANICE PUCYLOWSKI, TO GIVE BELLE WELCH A SPECIAL WISH TO RIDE IN THE ANIMAL WARDEN TRUCK FOR A DAY. 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 CONTRACT WITH ALABAMA GREAT SOUTHERN RAILWAY COMPANY FOR THE CONSTRUCTION OF THE BICYCLE TRAIL UNDER THE DRY TRESTLE.

SEE EXHIBIT "D"

RAILROAD CROSSING PERMITS

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH ALABAMA GREAT SOUTHERN RAILWAY FOR THE CONSTRUCTION OF THE BICYCLE TRAIL UNDER THE DRY TRESTLE. 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 FROM POLICE CHIEF LEE SHELBOURN, TO PLACE STOP SIGNS ON TWIN LAKES BOTH NORTH AND SOUTH OF PANTHER DRIVE.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE POLICE CHIEF TO PLACE STOP SIGNS ON TWIN LAKES BOTH NORTH AND SOUTH OF PANTHER DRIVE. SIGNS PLACED ON THE NORTH SIDE OF THE INTERSECTION SHOULD BE PLACED ON THE NORTH SIDE OF THE BRICK PILLOWS, VISIBLE FOR SOME DISTANCE. ADDITIONAL SIGNS SHOULD BE PLACED ON BOTH SIDES OF THE ROADWAY APPROXIMATELY 150 YARDS PRIOR TO THE INTERSECTION STATING "STOP AHEAD" ON THE NORTH AND SOUTH OF THE INTERSECTION. 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 CONTRACT FROM PETAL HIGH SCHOOL BOOSTER CLUB TO DO THE RADIO/INTERNET ADVERTISING FOR THE PETAL HIGH FOOTBALL AND BASEBALL GAMES IN THE AMOUNT OF \$1,400.00.

SEE EXHIBIT "E"

PETAL HIGH SCHOOL BOOSTER CLUB

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE CONTRACT WITH PETAL HIGH SCHOOL BOOSTER CLUB TO DO THE RADIO/INTERNET ADVERTISING FOR THE PETAL HIGH FOOTBALL AND BASEBALL GAMES IN THE AMOUNT OF \$1,400.00 FOR THE 2008-2009 SCHOOL YEAR. 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 MELISSA MARTIN TO ATTEND THE CERTIFICATION PROGRAM FOR DEPUTY CLERK TRAINING IN HATTIESBURG, MS AUGUST 21-22, 2008.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE MELISSA MARTIN TO ATTEND THE CERTIFICATION PROGRAM FOR DEPUTY CLERK TRAINING IN HATTIESBURG, MS AUGUST 21-22, 2008 AND TO PAY HER EXPENSES. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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



ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING ZACHARY STEVENS.

ORDER

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

IT IS HEREBY ORDERED THAT ZACHARY STEVENS BE HIRED AS A FULL-TIME LABORER IN THE RECREATION DEPARTMENT AT A RATE OF \$8.00 PER HOUR EFFECTIVE JULY 16, 2008.

SO ORDERED ON THIS THE 15<sup>TH</sup> DAY OF JULY, 2008.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO RESCIND THE ORDER IN HIRING CONNIE HENDRY AS FULL TIME DISPATCHER AND TO TERMINATE HER EFFECTIVE JULY 15, 2008.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO RESCIND THE ORDER IN HIRING CONNIE HENDRY AS FULL TIME DISPATCHER AND TO TERMINATED HER EFFECTIVE JULY 15, 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 THE FOLLOWING ORDER IN HIRING RONNIE KEMP AS DISPATCHER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A FULL TIME DISPATCHER IN THE POLICE DEPARTMENT.

IT IS HEREBY ORDERED THAT RONNIE KEMP BE HIRED IN THE POLICE DEPARTMENT AS A 1<sup>ST</sup> CLASS DISPATCHER AT A RATE OF \$10.04 PER HOUR EFFECTIVE JULY 16, 2008.

SO ORDERED ON THIS THE 15<sup>TH</sup> DAY OF JULY, 2008.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER IN HIRING A PART TIME DISPATCHER.

ORDER

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

IT IS HEREBY ORDERED THAT DONNA WARNER BE HIRED AS A PART-TIME DISPATCHER IN THE POLICE DEPARTMENT AT A RATE OF \$6.98 PER HOUR EFFECTIVE JULY 16, 2008.

SO ORDERED ON THIS THE 15<sup>TH</sup> DAY OF JULY, 2008.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER HIRING A HOPPER IN THE SANITATION DEPARTMENT.

ORDER

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

IT IS HEREBY ORDERED THAT JOSEPH DOHERTY BE HIRED AS A FULL TIME HOPPER IN THE SANITATION DEPARTMENT AT A RATE OF \$8.00 PER HOUR EFFECTIVE JULY 16, 2008.

SO ORDERED ON THIS THE 15<sup>TH</sup> DAY OF JULY, 2008.

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING ORDER FOR THE ADOPTION OF THE MOTOR VEHICLE ASSESSMENT SCHEDULE FOR THE FY 2008-2009.

SEE EXHIBIT "F"

ORDER  
FY 2008-2009  
MOTOR VEHICLE ASSESSMENT SCHEDULE

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE FOREGOING ORDER. 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 FOLLOWING RESOLUTION ESTABLISHING MUNICIPAL COURT ADMINISTRATIVE FEES AND CHARGES FOR PROCESSING CITATIONS AND COMPLAINTS.

SEE EXHIBIT "G"

RESOLUTION  
MUNICIPAL COURT ADMINISTRATIVE

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING PROCLAMATION RECOGNIZING THE CENTENNIAL OF PETAL HARVEY BAPTIST CHURCH ON AUGUST 6, 2008.

SEE EXHIBIT "H"

RESOLUTION  
CENTENNIAL OF PETAL HARVEY BAPTIST CHURCH

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED THE FOLLOWING RESOLUTION AMENDING THE BUDGET OF FY 2007-2008.

SEE EXHIBIT "I"

RESOLUTION

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING RESOLUTION. 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 ASKED THE WISHES OF THE BOARD ABOUT THE EMPLOYEES GOING TO CHURCH ON CITY TIME.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION THAT THE POLICE CHIEF, IN HIS DISCRETION, CAN DIRECT HIS EMPLOYEES TO PERFORM THEIR DUTIES ANYWHERE WITHIN THE CITY LIMITS. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON  
ALDERMAN KAY FAIRLEY  
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

ALDERMAN JAMES MOORE

THOSE PRESENT AND VOTING "ABSTAIN"

ALDERMAN LIESA WEAVER

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREBEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 15<sup>TH</sup> DAY OF JULY, 2008.

  
\_\_\_\_\_  
CARL L. SCOTT, MAYOR

(SEAL)

ATTEST:

  
\_\_\_\_\_  
JEAN ISHEE, CITY CLERK

Professional Services Agreement

CITY OF PETAL  
MINUTE BOOK 29

Agreement between SysCon, Inc., 94 McFarland Blvd., Northport, AL 35476 and

City of Petal (Customer)

P.O. Box 933

Petal, MS 39465

EXHIBIT "A"

SysCon agrees to install and service software under the following terms and conditions:

- 1. Equipment.** Municipal Court System Server and workstations installed and functioning. Reference the Hardware and Software Service and Support Addendum.
- 2. Terms and Conditions.** The terms and conditions of this agreement are described on pages 2, 3, 4, 5, 6 and 7 of this document. Customer has read and understands these terms and conditions and agrees to them. Customer agrees to pay SysCon \$9.44 per case, invoiced monthly for the Municipal Court software and SysCon provided hardware. This agreement will be effective from 07/01/08 through 06/30/11.
- 3. Software Applicability.** Customer has reviewed the software and reports that are generated by the software provided under this agreement and determined that they are adequate to meet Customer's needs.
- 4. Special Terms and Conditions.**  
SysCon will install (3) workstations with (3) scanners, (1) Laptop, (1) server, (3) printers (2) signature pads, (1) photograph interface and SysCon Court Case Management software under this contract. The server will be setup and configured to be attached to customer's current network. SysCon will provide all Municipal Court Application software and support. Included in this project are the following: SysCon will conduct an analysis of court operations in order to identify the court's business rules which will be implemented within the customized Municipal Court application software; All state and local court forms will be created within the court application; Previous court electronic data will be converted into the SysCon Municipal Court application software with the assistance of police and court personnel; SysCon will provide reports and electronic data submission as a result of municipal court operations as required by the State of Mississippi; Standard SysCon Reports for the purposes of Court cash flow auditing requirements as defined by the State of Mississippi will be provided as a part of the implementation of the municipal court system; SysCon will provide pre-go-live training on-site at customer provided suitable facilities in preparation for the purposes of go-live and data conversion review and acceptance; SysCon will provide up to 4 personnel on-site at the customer's facilities to support the go-live phase of the project for

approximately 5 days. Court Hardware and Software maintenance and support are included in the cost for the terms and conditions of this contract. Data conversion under the terms of this contract and the standard SysCon interface with the police records system will include, based on assistance from your personnel and the police records provider, the exchange of warrant data, arrest information for court purposes, citations information and access to the police records most recent mugshot of defendants. The per case cost based on 500 cases per month.

<b>For Customer</b>	<b>For SysCon</b>
By: _____	_____
Name _____	Name _____
_____	_____
Title _____	Title _____
Date ____/____/____	Date ____/____/____

Professional Services Agreement  
Terms and Conditions

- 1. Payment Terms.** Payment is due 45-45 days within receipt of invoice from SysCon. It is the responsibility of the Customer to arrange for the proper payment to be made on a timely basis and to assure that SysCon is provided the correct information regarding the number of cases filed during the month (if applicable). Should Customer become delinquent in the payment of any sum due hereunder, and after 14 days notice to the customer, SysCon shall not be obligated to continue performance under this Agreement.
  - 2. Merger.** All representations and agreements regarding the subject matter hereof are incorporated in this agreement and the associated agreements entered concurrently herewith.
  - 3. Acceptance of Systems/Products.** Customer has reviewed the application software and reports that are generated by the software provided under this Agreement and determined that they are adequate to meet Customer's needs when fully and properly installed on the City's system.
  - 4. Copyrighted Materials.** Unless otherwise specified, copyrighted materials (software and printed documentation) may not be copied except for archive purposes, to replace a defective copy, or for program error verification by Customer.
  - 5. Cancellation.** Cancellation of this Agreement within the first 90 days by Customer will result in the Customer's liability for a cancellation fee of 90 days of estimated unbilled charges or 3 months of lease fees, whichever is applicable. The cancellation fee will be due 45 days within receipt of invoice from SysCon.
  - 6. Hardware and Software Service and Support.** The terms and conditions for ongoing service and support of products provided under this Agreement are governed by the attached **Hardware and Software Service and Support Addendum**. Title to any SysCon hardware and software provided as a part of this Agreement will remain with SysCon at all times.
  - 7. Insurance.** Customer acknowledges it is responsible for any and all loss or damage of hardware and software provided under this Agreement due to theft, vandalism, acts of God, etc. and agrees to obtain insurance coverage for such loss or damage.
  - 8. Liability.** You agree that regardless of the form of any claim, SysCon shall have no liability to you for any damages in any way relating to the misuse by Customer, its employees, licensees or agents of any hardware, software, service, or support provided by SysCon. Nothing in this Agreement shall be construed as a product warranty, and all such warranties are explicitly and expressly denied.
- SYSCON DOES NOT GUARANTEE THAT THE HARDWARE OR SOFTWARE PROVIDED UNDER THIS AGREEMENT WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT SYSCON CAN CORRECT ALL PROGRAM ERRORS**
- 9. Governing Law.** If any provision of this Agreement in any way contravenes the laws of the jurisdiction in which this Agreement is to be performed, such provisions shall be deemed to be deleted and, if any term of this Agreement shall be declared by final adjudication to be illegal or contrary to public policy, it shall not affect the validity of any other term or provision of this Agreement.
  - 10. Law and Jurisdiction.** This Agreement shall be governed by and construed in all respects in accordance with the law of the State of Mississippi, United States of America. Jurisdiction shall be in Forrest County, Mississippi.
  - 11. Whole Agreement.** This Agreement and the attached **Hardware Service and Support Addendum** and **Oracle Addendum** constitutes the entire agreement between you and SysCon.

Oracle Addendum

With regard to use of the Oracle programs (hereafter referred to as "Programs") provided under this Agreement, Customer agrees that:

The use of the Programs provided under this Agreement is restricted to the scope and business operations of Customer.

It will not (a) transfer the Programs, (b) assign any interest in the Programs, (c) utilize the Programs in a timesharing, service bureau, subscription service, or rental environment, (d) will not attempt to transfer title to the Programs to any other party.

It will not permit reverse engineering, disassembly or decompilation of the Programs unless required for interoperability.

It will not make unauthorized copies of the Programs.

Oracle has no liability to it for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the Programs.

Upon termination of this Agreement, it will discontinue use and destroy or return to SysCon all copies of the Programs and documentation.

It will prohibit publication of any benchmark tests run on the Programs.

The Programs provided are subject to a restricted license and can only be used in conjunction with the application software provided by SysCon.

It is not permitted to modify the Programs.

Oracle has no direct obligations to Customer.

It will permit SysCon to audit Customer's use of the Programs and report such use to Oracle or SysCon may assign its right to audit Customer's use of the Programs to Oracle.

## Hardware and Software Service and Support Addendum

Agreement between SysCon, Inc. (hereinafter referred to as SysCon) and the City of Petaluma (hereinafter referred to as Customer)

**Covered Hardware:** Server, workstations, printers, and scanners provided by SysCon and are used in conjunction with SysCon's application software.

**Covered Software:** Server operating system and Court application software.

SysCon agrees to service and support the **Covered Hardware** and **Covered Software** under the following terms and conditions:

1. **Service and Support Charge:** Service and support are included as part of the charges specified in the Professional Services Agreement from which this Addendum is referenced. A customer is eligible to request service and support for non-covered items at SysCon's then current preferred customer rate.

2. **Commencement and Termination:** This Agreement and the applicable charges shall be in effect on the dates specified in the Professional Services Agreement from which this Addendum is referenced.

3. **Hardware Service:** SysCon will furnish all parts and labor necessary for the repair or replacement of **Covered Hardware** due to "Mechanical Breakdown." A mechanical breakdown is defined as failure of hardware due to faulty parts or workmanship of hardware as originally supplied by the manufacturer, including the repair or replacement of defective parts subject to normal wear and tear when operated according to the manufacturer's directions. Expendable items including but not limited to print elements, paper, supplies, disks, light bulbs, ink cartridges, toner cartridges, printer ribbons, and other consumables are not covered under this Agreement. Parts of equal value, which may be either new or reconditioned, will be furnished on an exchange basis under which exchanged parts become the property of SysCon. The liability of SysCon shall in no event exceed the actual cash value of the hardware that has failed at the time of breakdown.

Hardware repair service shall be performed at customer's premises if the nature of the repair permits. Otherwise the repair will be made at a location determined by SysCon.

4. **Software Support:** SysCon will provide toll free telephone support for **Covered Software.** Software support includes answering support questions from Customer's personnel who have been training in the use of **Covered Software.** Telephone support is not intended for training of Customer's personnel. Customer must make arrangements for proper training of new personnel before they use the software support line.

5. **Hours of Operation:** Service and support shall be available from 8:00 AM to 5:00 PM, 7 days a week, excluding holidays. SysCon will make reasonable efforts to respond within two (2) working hours to service and support requests from Customer. Necessary repairs to **Covered Hardware** will be completed within an average of eight (8) working hours after SysCon responds to the service call.

6. **Limitations:** SysCon will not be responsible for service or support made necessary by the operation of SysCon by:

- Equipment failure due to general environmental conditions
- Equipment failure due to unauthorized modifications
- Equipment failure due to adding or removing accessories, attachments or other devices
- Misuse of abuse whether willful or accidental
- Acts of God, such as lightning, floods, fire, civil or military unrest, etc.
- Loss of power or power fluctuations
- Software not included in **Covered Software** (virus, spyware, adware, etc.)
- Damage caused by equipment not covered by this Agreement
- Repairs covered by manufacturer's recall, any warranty or other service agreement

In addition, SysCon is entitled to reimbursement from Customer for service and support that, at SysCon's option, is rendered in one or more limitations described above.

7. **Liability:** You agree that regardless of the form of any claim, SysCon shall have no liability to you for any damages, in any way relating to the use of SysCon, its employees, services or agents of any hardware, software, service or support provided by SysCon. Nothing in this Agreement shall be construed as a product warranty and all such warranties are excluded and expressly denied.

**SYSCON DOES NOT GUARANTEE THAT THE HARDWARE OR SOFTWARE COVERED UNDER THIS AGREEMENT WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT SYSCON CAN CORRECT ALL PROGRAM ERRORS.**

8. **Exceptions:** In the event Customer permits any person not authorized by SysCon to repair, ~~use~~ or tamper with the **Covered Hardware** or **Covered Software**, this Agreement shall terminate and SysCon shall have no further liability hereunder. Customer may, however, re-instate this Agreement by paying to SysCon a charge sufficient, in SysCon's sole discretion, to compensate for the cost of any replacement of parts or repairs necessary to rectify damage attributable to such unauthorized service or repair.

9. **Representations:** Customer represents and warrants to SysCon, as inducement for SysCon entering into this Agreement that it has not, prior to the date of this Agreement, permitted any person not authorized by SysCon to repair, service, or tamper with the **Covered Hardware** or **Covered Software.** In addition, Customer will make SysCon aware of all known problems with the **Covered Hardware** or **Covered Software.**

CITY OF PETALUMA  
MINUTE BOOK 29

EXHIBIT "A"

EXHIBIT "B"



**SHOWS, DEARMAN & WAITS, INC.**

**CONSULTING ENGINEERS**

P.O. BOX 1711, 301 SECOND AVENUE  
HATTIESBURG, MISSISSIPPI, 39403-1711  
P: (601) 544-1821 F: (601) 544-0501  
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S.  
MICHAEL T. WAITS, P.E., R.L.S.  
NICHOLAS M. CONNOLLY, P.E., P.L.S.  
KYLE D. WALLACE, P.E.  
SHEA E. McNEASE, P.E.  
ERIC F. LANG, E.I.  
JOHN T. WEEKS, E.I.

PAUL J. SHOWS (1996)

July 15, 2008

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

ATTN: Mayor Carl Scott

RE: Williamsburg Estates Phase II

Dear Mayor Scott:

The final plat for the above referenced project conforms reasonably to the previously approved preliminary plat. Please remember the infrastructure completed in the subdivision has not been constructed in conformance with the approved plans and specifications as we have previously discussed.

Should you have any questions or comments, please, do not hesitate to call.

Sincerely,

John T. Weeks, E.I.

/mj

Enclosure

CITY OF PETAL  
DEPARTMENT OF POLICE  
127 WEST 8<sup>TH</sup> AVE.  
PETAL, MS. 39465  
PHONE: (601) 544-5331  
FAX: (601) 544-5347

CITY OF PETAL  
MINUTE BOOK 29

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

July 10, 2008

To: Mayor Carl Scott  
From: Lee Shelbourn  
Re: Grants

Please consider this a formal request to approve the following grants for FY08-09 for the Petal Police Department. Both grants are 100% no match grants. Their will be no cost to the city.

1. Seatbelt Grant (\$13,000.00)
2. DUI Grant (\$92,000.00)

Thank you for your consideration in this matter.

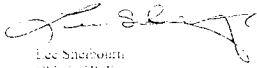
  
Lee Shelbourn  
Chief of Police  
City of Petal

EXHIBIT C

Subgrantee Name, Address and Phone No. Petal Police Department 127 West 8 <sup>th</sup> Ave. Petal, Ms. 39465 Tel: (601) 544-5331 FAX: (601) 544-5347 E-Mail: matthew@cityofpetal.com		2. Effective Date: 10/01/2008
Program Title: Protection grant		3. Subgrant Number: 08-OP-021-1
4. Grant Identifier (Funding Source & Year): 402-OP-FY09		5. Beginning and Ending Dates: 10/01/2008 9/30/2009
6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method <input type="checkbox"/> Current Needs		7. Page 1 of
8. The following funds are obligated:		
A. COST CATEGORY	B. SOURCE OF FUNDS	C. RATIO%
1. Personal Services	(1) Federal	70,000 100%
2. Contractual Services	(2) State	
3. Commodities	(3) Local	3,000 100%
4. Capital Equip.	(4) Other	
5. Other	(5)	
TOTAL	13,000 TOTAL	13,000 100%
9. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: SCHEDULE 1A- Project Description SCHEDULE 1B- Budget Summary SCHEDULE 1C- Cost Summary Support Sheet SCHEDULE D- Agreement of Understanding & Compliance SCHEDULE E- Schedule of Task by Quarters AGREEMENT AND AUTHORIZATION TO PROCEED		
All policies, terms, conditions, and provisions of the Subgrantee Manual, which has been provided to Subgrantee, are also incorporated into this agreement and Subgrantee agrees to fully comply therewith.		
11. Approved for Grantee:		12. Approved for Subgrantee:
Signature	Date	Signature
Name: Kim Brockman, Director Title: Governors Office of Highway Safety		Name: Title:

PUBLIC SAFETY PLANNING  
BUDGET SUMMARY  
Schedule B

1. Applicant Agency: Petal Police Department	4. Beginning: 10/01/2008	5. Ending: 9/30/2009
2. Subgrant Number:	B. Modification Number:	C. Modification Effective Date:
6. Submitted as part of (Check One):	A. Funding Request:	
Funding Sources		
8. For PSP Use Only	9. Activity	10. Total
	Occupant Protection	13,000.00
		13,000.00
TOTAL		13,000.00

1. Applicant Agency: Petal Police Department	4. Beginning: 10/01/2008	5. Ending: 9/30/2009			
2. Subgrant Number:					
6. Activity:					
7. PSP Use Only	8. Category	9. Line Item	10. Description of item and/or basis for valuation	11. Budget	12. Total
	Personal Services		Occupant	8047.00	8047.00
			State Retirement (11.85)	1185.00	1185.00
			Social Security (17.65)	765.00	765.00
			Workman's Comp (0.1)	3.00	3.00
	Commodities		Fishing, key chains, pens, pencils, etc.	3,000.00	3,000.00
TOTALS				13,000.00	13,000.00



CITY OF PETAL  
MINUTE BOOK 29

BUDGET DETAIL

Budget Narrative

EXHIBIT "C"

<u>Line Item</u>	<u>Federal</u>	<u>State</u>	<u>Local</u>	<u>TOTAL</u>
Personal Services: Salaries & Wages	8,047.00			8,047.00
Fringe Benefits:				1,185.00
State Retirement: (11.85)	1,185.00			765.00
Social Security: (.0765)	765.00			3.00
Workman's Comp. (.03)	3.00			
Commodities	3,000.00			3,000.00
total:	13,000.00			13,000.00

A. Personal Services

**Total Overtime Requested-----\$10,000.00**  
This will allow the Petal Police Department to be able to able to participate in the *Click-it-or-Ticket* Campaign, as well as any additional seatbelt saturation/blitz that the Sergeant over the Traffic Division deems necessary. Each year we try to place in the budget more money for overtime. We meet with the board of aldermen and show the need for more money and how it would benefit the City of Petal. Overtime is always a problem area. In order to have a successful program, adequate manpower is a necessity. Every year we go over on the allotted overtime the City of Petal allows.

B. Commodities

**Total Commodities Requested-----\$3,000.00**  
This will allow for the purchase of t-shirts, key chains, pens, pencils and etc. to be purchased. These items will allow the public relations officer to have training aids to assist in his instruction at local schools, youth groups, and church groups. This line item also will serve the LEL Coordinator with incentives for the Click-it-or-ticket Campaign.

SCHEDULE A - PAGE 2  
PROJECT DESCRIPTION

Problem Statement:

Petal is located in the Southeastern portion of the state. Petal is also one of the fastest growing cities in the state. As of the 2000 census Petal had a population of approximately 7600 with land coverage of 10.4 square miles. In February 2003 Petal annexed an additional 6.7 square miles which has added approximately 2500 more people to the population. As a result of hurricane Katrina, there has been an estimated rise in population by 2000. This gives Petal an approximate population total of 10100. Because of the amount of people that travel on the four main arteries of roadway that flow through Petal, our population nearly triples. As a result of the heavier population on the roadways, Petal Police Department has had to add a Traffic Division. There are currently three officers in the traffic division. Two of the three officers ride motorcycles and work primarily dayslilt, with the exception of a few Blitz campaigns that fall during the night time hours. Their primary job is to work wrecks and handle escorts. They also direct traffic in front of Petal High School and Petal Elementary School on Highway 42 when school is in session. They also enforce traffic safety laws. The third officer in the traffic division is a Sergeant and he is also the DUI officer for the department. Since we are in such a high traffic area, the amounts of impaired drivers have gone up as a result.

There are four main thoroughfares that run through Petal, MS. Every road in Petal feeds off of one of these high traffic roads. The first is Main Street. It begins in Hattiesburg as East Hardy Street and once inside the city limits it becomes South Main

SCHEDULE A - PAGE 3  
PROJECT DESCRIPTION

Street. This road becomes the artery that flows into downtown Petal. South Main Street intersects with Central Ave (Highway 42) and then becomes North Main Street, which takes you to the Evelyn Gandy Parkway. Highway 42 is the highway that brings people from Perry County. This is also the road that serves as home to 3 of our 4 schools. The Evelyn Gandy Parkway, which opened on March 13, 2007, is a 4 lane highway that connects Interstate 59 (at exit 69) with Highway 42 in Petal. This allows for traffic to flow from Petal down the interstate to gain easier access to the ever expanding West Hattiesburg and other areas. Due to the heavy traffic flow on Evelyn Gandy Parkway there have been numerous wrecks, some that have been fatal.

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

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

**Number of Accidents 2004 - 2007**

TYPE OF CRASH	2004	2005	2006	2007	Average	% Change
Fatal	1	2	1	1	1	0
Injury	54	73	89	114	72	+ 23
Property Damage	353	398	331	326	352	-1.51
<b>TOTAL</b>	<b>438</b>	<b>476</b>	<b>421</b>	<b>440</b>	<b>444</b>	<b>+ 4.51</b>

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

In the current year (2008) from January to May there have been 149 vehicle accidents. From these accidents, there have been 3 fatalities, 44 injuries, and 103 property damage.

**Petal Police Seatbelt and Hazardous Moving Citations**

Year	Hazardous Moving Traffic Violation
2004	No Records
2005	899
2006	1688
2007	1735
2008 (Jan - May)	799

Year	Seatbelt Violation
2004	No Records
2005	49
2006	146
2007	1139
2008 (Jan - May)	537

Year	Child Restraint Violation
2004	No Records
2005	08
2006	80
2007	101
2008 (Jan - May)	28

**EXHIBIT "C"**

As you can see there was a drastic increase in number of citations issued for seatbelt violations and hazardous moving violations by Petal Police Department during 2004-2007. No records of officer activity were recorded before 2005. In 2007 we had one fatality, but injuries have shown an increase of 28%. The increase in citations we believe is due to a renewed commitment to traffic enforcement established during the last three years. This commitment has shown a decrease in property damage due to vehicle crashes, however, injuries continue to rise.

Following the *Click-it-or-Ticket* Campaign that occurred May 19, 2008 through June 1, 2008, there were two seatbelt surveys conducted. One was conducted at the intersection of Main Street and Central and Central Avenue. There were 266 cars that were surveyed. Of those cars there were 50% of people that wore seatbelts, 177 had on seatbelts and 89 did not. The other survey was conducted at the Intersection of Evelyn Gandy Parkway and Old Richten Road. Of those cars there were 42% of people not wearing seatbelts, 118 had on seatbelts and 49 did not. Both of these surveys were conducted on June 18, 2008 at peak hours.

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

**4. Proposed Countermeasures:**

- 1. Program Coordination:** The Coordinator for this project will be Traffic Sergeant Matthew Hahn. He will keep up with the stats for this project, as well as the appropriate paperwork and financial works sheets. He will be responsible for planning and coordinating public service information, preparation of quarterly and other reports, and formulating other local program activities.
- 2. Law Enforcement:** The Petal Police Department will utilize the overtime granted for increased enforcement. We will strategically place safety checkpoints throughout the city not only during Blitz campaigns but randomly throughout the grant period. We will also have saturation patrols during this period. This will bring an increase in seatbelt citations and awareness to the public. We will also keep records of citations issued and statistics of all occupant protection issues - citations during the project to ensure that this project is successful.
- 3. Prosecutions and Adjudication:** The Petal Police Department's patrol and traffic officers will seek convictions on all contested seatbelt and child restraint citations in our court system. We will work hand in hand with the court side of our department and keep records of citations issued & monies brought in through this project.

- 4. Assessment and treatment:** Most of the driver's that pass through the City of Petal do not wear seat belts or have children in proper seats. With the money we receive for overtime from this grant we will be able to put more officers out on a shift at peak times to conduct check points. By doing this we could bring a greater awareness to the public and therefore cut down on the injuries in accidents.
- 5. Public Information and Education:** We will utilize the media outlets to further the message and work of this project. We will be speaking with the local T. V. and Radio stations. We will do Public Service Announcements in partnership with local law enforcement agencies. We will be meeting with the different schools in our city.
- 6. Occupant Protection Policy:** Our department has a policy in our SOP about wearing of seat belts. Also the City of Petal has a city wide policy. We will include a copy of our policy with this grant.
- 7. Plan for Self-Sufficiency:** Each year we try to place in the budget more money for overtime. We meet with the board of aldermen and show the need for more money and how it would benefit the City of Petal.

**C. Goals Objectives and Tasks.**

The overall goal of the project will be to increase seatbelt usage in the City of Petal; therefore, reducing the number of injuries and fatalities in crashes. We will also plan to keep citizens and law enforcement in the surrounding area educated on seatbelt laws and their importance.

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

**EXHIBIT "C"**

**D. Evaluation** Statistics will be gathered from the monthly statistics which are kept using a spreadsheet at Petal Police department. These statistics are received through shift reports completed by each officer at the end of their shift. All public speaking events will be monitored through reports to be completed by the officer in charge of the presentation. Blitz reports will be completed by the Traffic Division Sergeant at the end of the Blitz Period. All reports will be forwarded to the Department of Public Safety. Progress reports will be submitted at the end of each month.

**E. Training** Petal police will hold in service training with their officer on the importance of seatbelt enforcement. We will participate in MAHSL meetings in an effort to increase knowledge of any statistical information pertaining to seatbelts and remain aware of any seatbelt law changes.

**Office of Highway Safety**

**SCHEDULE D**

Agreement of Understanding and Compliance

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

WHEREAS, the National Highway Traffic Safety Act of 1960, as amended, provides Federal funds to the STATE for approved highway safety projects; and

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

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

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

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

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

**I. REIMBURSEMENT OF ELIGIBLE EXPENSES**

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

SCHEDULE D  
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C. It is further agreed and promised that where reimbursement is made to APPLICANT in installments, STATE shall have the right to withhold any installments to make up reimbursement received for any ineligible or unauthorized expenditures until such time as the ineligible claim is made up or corrected by APPLICANT.

D. Unless otherwise directed, APPLICANTS must submit Quarterly Progress Reports to the Office of Highway Safety (OHS) which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status quarterly and shall be submitted to OHS no later than fifteen (15) days subsequent to the termination of each quarter. A Final Accomplishment Report must be submitted to the OHS within thirty (30) days of completion of the project unless otherwise directed. Appropriate forms will be provided to the Project Director along with a reminder notice advising date that each is due.

All APPLICANTS that are delinquent in submitting quarterly and/or final accomplishment reports, or reports that lack sufficient detail of progress during the period in question, will be subject to having reimbursement requests withheld. Once sufficient reports to substantiate adequate progress have been submitted, reimbursement requests will be processed.

**II. ON-SITE MONITORING AND EVALUATION**

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

**III. PROPERTY AGREEMENT**

- A. Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the State, or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entity shall cause such facilities and equipment to be used and kept in operation for highway safety purposes.
- B. It is mutually agreed and promised that the APPLICANT shall immediately notify the STATE if any equipment purchased under this project ceases to be used in the manner as set forth by the project agreement. In such event, APPLICANT further agrees either to give credit to the project cost, or to another active Highway Safety project for the residual value of such equipment in an amount to be determined by the STATE, or to transfer or otherwise dispose of such equipment as directed by the STATE.

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EXHIBIT "C"

- 6. It is mutually agreed and promised by the APPLICANT to fund and purchase all covered and salvaged transferred equipment and equipment not in the possession of the STATE.
- 7. It is mutually agreed and promised that the APPLICANT shall maintain a record of all equipment purchased and transferred to the STATE.
- 8. Each recipient of Section 401 funds shall maintain a record of all equipment purchased and transferred to the STATE.
- 9. Each recipient of Section 401 funds shall maintain a record of all equipment purchased and transferred to the STATE.
- 10. It is mutually agreed and promised by the APPLICANT to fund and purchase all covered and salvaged transferred equipment and equipment not in the possession of the STATE.
- 11. It is mutually agreed and promised by the APPLICANT to fund and purchase all covered and salvaged transferred equipment and equipment not in the possession of the STATE.
- 12. It is mutually agreed and promised by the APPLICANT to fund and purchase all covered and salvaged transferred equipment and equipment not in the possession of the STATE.

VI. State Plan

1. The State Plan shall be prepared by the Department of Transportation and approved by the State Board of Transportation.

VII. General Provisions

- A. The State Plan shall be prepared by the Department of Transportation and approved by the State Board of Transportation.
- B. The State Plan shall be prepared by the Department of Transportation and approved by the State Board of Transportation.
- C. The State Plan shall be prepared by the Department of Transportation and approved by the State Board of Transportation.
- D. The State Plan shall be prepared by the Department of Transportation and approved by the State Board of Transportation.

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The recipient of the funds shall be required to maintain a record of all equipment purchased and transferred to the STATE.

VIII. Other Provisions

The State Plan shall be prepared by the Department of Transportation and approved by the State Board of Transportation.

IX. Final Provisions

The recipient of the funds shall be required to maintain a record of all equipment purchased and transferred to the STATE.

Termination of Agreement

- A. The STATE, in the event of APPLICANT non-compliance with any of the provisions of this agreement, the STATE may terminate this agreement by giving the APPLICANT thirty (30) days advance notice. The STATE, before notifying the APPLICANT of termination of this agreement, shall advise the applicant a reasonable opportunity to correct the non-compliance. For non-compliance with the material provisions of this agreement or with any of the said laws, regulations or orders, this agreement may be canceled, terminated, or suspended at the discretion of the STATE.
- B. The APPLICANT or the APPLICANT may terminate its participation in this agreement by notifying and receiving the concurrence of the STATE thirty (30) days in advance of its termination.
- C. Any proposed change or proposed major changes in this agreement that would result in a material change of character or completion of the agreement, as determined by the STATE, shall require supplemental agreement. Any proposed minor changes in this agreement may be authorized by the Governor's Highway Safety Representative, or his designee, in writing to the APPLICANT in writing of the approved changes.
- D. Nothing in this Agreement shall be construed to assign any portion of the work to be performed under this agreement to create any agreement, amendment or change order, or to obligate or bind in any manner with any third party with respect to its rights and responsibilities under this agreement without the prior written concurrence of the STATE. Any subcontract under this agreement must include all required and/or applicable clauses and provisions of this agreement.

X. MINORITY BUSINESS ENTERPRISE PROGRAM

Section 401(b)(1)(B) - MBE Requirements

In accordance with the provisions of 49 CFR Part 23, the STATE agrees to abide by the following provisions and will ensure that these provisions are included in all subsequent agreements and sub-agreements.

It is the policy of the Department of Transportation that minority business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement.

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- 1. The State shall ensure that the language of this certification be included in the contract documents for all subawards of all tiers (including subcontracts, subgrants and contracts under grants) and cooperative agreements (and that all subagreements shall certify and so be accordingly).

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for funding of this project and the failure to provide such information may constitute a violation of the Federal Acquisition Regulation (48 CFR) and the False Claims Act (31 USC).

Signed: \_\_\_\_\_  
Signature of Participant \_\_\_\_\_  
Title \_\_\_\_\_

XI. CERTIFICATION ON REWARDING OF DEBARMENT AND SUSPENSION

In accordance with the provisions of 49 CFR Part 23, the STATE agrees that it shall not knowingly enter into any agreement under its Highway Safety Plan with a person or entity that is debarred, suspended, declared ineligible or voluntarily excluded from participation in the State's program unless otherwise authorized by NHTSA.

Section 401(b)(1)(C) - Debarment and Suspension

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

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Page 7

EXHIBIT "C"

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meaning set out in the Definitions and Coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and to all solicitation for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly entered into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  - (c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

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Instructions for Lower Tier Certification

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

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8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --  
Lower Tier Covered Transactions
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

X. EQUAL OPPORTUNITY ASSURANCE

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

XI. POLITICAL ACTIVITY (HATCH ACT).

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



LOCAL GOVERNMENTAL RESOLUTION

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

EXHIBIT "C"

ACCEPTANCE OF CONDITIONS: It is understood and agreed by the undersigned that a grant received as a result of this application is subject to Public Law 89-564 (Highway Safety Act of 1966) and the Mississippi Code 1972 Annotated and all administrative regulations governing grants established by the U.S. Department of Transportation and the State of Mississippi. It is expressly agreed that this project constitutes an official part of the State's Highway Safety Programs and that said applicant agency will meet the requirements as set forth herein, including accompanying schedules A, B, C, D, and E, which are incorporated herein and made a part of this application. Authorization to proceed with this Highway Safety Project is requested.

WHEREAS (the governing body of the Government) herein called the "Applicant" has thoroughly considered the problem addressed in the application and has reviewed the project described in the application; and  
WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety;

NOW THEREFORE BE IT RESOLVED BY THE

(governing body of the Government) MISSISSIPPI, THIS DAY OF 2008 AS FOLLOWS:

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

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

(Commissioner/Councilman) offered the foregoing resolution and in its adoption, which was seconded by (Commissioner/Councilman) and was duly adopted.

Date: \_\_\_\_\_ Seal: \_\_\_\_\_  
Attest: \_\_\_\_\_  
By: \_\_\_\_\_

<b>A. PROJECT DIRECTOR</b>		
(1) NAME (First-Middle-Last) SGT. MATTHEW HIATT	(2) TITLE LEL NETWORK COORDINATOR	(3) ADDRESS 127 WEST 8 <sup>TH</sup> AVENUE PETAL, MISSISSIPPI 39465
(4) SIGNATURE		(5) TELEPHONE NO. 601-544-5331
<b>B. AUTHORIZING OFFICIAL OF GOVERNMENTAL UNIT</b>		
(1) NAME (First-Middle-Last) MR. CARL SCOTT	(2) TITLE MAYOR, CITY OF PETAL	(3) ADDRESS 119 WEST 8 <sup>TH</sup> AVENUE PETAL, MISSISSIPPI 39465
(4) SIGNATURE		(5) TELEPHONE NO. 601-545-1776
<b>C. SUBMITTED BY: PETAL POLICE DEPARTMENT</b>		
(1) NAME MATTHEW HIATT		
(2) TITLE SERGEANT		
(3) SIGNATURE		(4) DATE JUNE 20, 2008
<b>PART III (For OHS Use Only)</b>		
1. APPROVAL DATE:	2. EFFECTIVE DATE:	3. SIGNATURE:
4. FEDERAL FUNDS OBLIGATED BY AGREEMENT	5. PROJECT NO.	Kim Proctor - Director Governors Office of Highway Safety

SCHEDULE E SCHEDULE OF TASKS BY QUARTERS	
List performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.	
REPORTING PERIOD (APR., MAY, JUN.):	
<ol style="list-style-type: none"> <li>School presentation importance of occupant protection</li> <li>Click it or Ticket campaign - Safety checkpoints</li> <li>Public Safety Announcements on summer safety / occupant protection.</li> </ol>	
REPORTING PERIOD (JUL., AUG., SEP.):	
<ol style="list-style-type: none"> <li>Alcohol DUI/ campaign - Hold safety checkpoints &amp; saturation patrols</li> <li>Public Safety Announcements with local law enforcement regarding occupant safety Blitz</li> </ol>	

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

1. Subgrantee's Name, Address and Phone No. Petal Police Department 127 West 8 <sup>th</sup> Ave. Petal, Ms. 39465		2. Effective Date: 10/01/2008	
3. Subgrant Number: 09-TA-321-1		4. Grant Identifier (Funding Source & Year): 154 Fund -FY09	
5. Beginning and Ending Dates: 10/01/2008 9/30/2009		6. Subgrant Payment Method: <input checked="" type="checkbox"/> Cost Reimbursement Method <input type="checkbox"/> Current Needs	
7. Page 1 of			
8. The following funds are obligated:			
A. COST CATEGORY	B. SOURCE OF FUNDS	C. RATIO%	
(1) Personal Services 28,000	(1) Federal 92,232	100%	
(2) Contractual Services 800	(2) State		
(3) Commodities 13,830	(3) Local		
(4) Equipment 49,582	(4) Other		
(5) Other	(5)		
TOTAL 92,232	TOTAL 92,232	100%	
9. The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: SCHEDULE A- Project Description SCHEDULE B- Budget Summary SCHEDULE C- Cost Summary Support Sheet SCHEDULE D- Agreement of Understanding & Compliance SCHEDULE E- Schedule of Task by Quarter AGREEMENT AND AUTHORIZATION TO PROCEED			
All policies, terms, conditions, and provisions of the Subgrantee Manual, which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.			
11. Approved for Grantor:		12. Approved for Subgrantee	
Signature	Date	Signature	Date
Name: Kim Proctor - Director Title: Governors Office of Highway Safety		Name: Title:	

3. Applicant Agency: Petal Police Department  
4. Submission Number: 06-1A-321-1 5. Grant ID: Section 150 Panel CY 2006 6. Beginning: October 1, 2006 7. Ending: September 30, 2009

8. Activity: DUI Enforcement/LEI Network Coordinator

8. Category	9. Line Item	10. Description of item/under Basis for Valuation	11. Federal	12. Other	13. Total
Personal Services					
		Overtime at \$15,000.00	\$15,000.00		\$15,000.00
		Grant Salary at \$17,000.00			\$17,000.00
		Include one of our budget include mileage registration fee, annual testing training, etc	\$8,000.00		\$8,000.00
		Total Travel and Training - \$8,000.00			\$8,000.00
		DUI Grant Coordinator Salary	\$5,000.00		\$5,000.00
		Total DUI Grant Coordinator Salary - \$5,000.00			\$5,000.00
<b>TOTALS:</b>			<b>\$35,000.00</b>		<b>\$35,000.00</b>

EXHIBIT C

1. Applicant Agency: Petal Police Department  
2. Submission Number: 06-1A-321-1 3. Grant ID: Section 150 Panel CY 2006 4. Beginning: October 1, 2006 5. Ending: September 30, 2009

6. Activity

7. PSP Use Only	8. Category	9. Line Item	10. Description of item/under Basis for Valuation	11. Federal	12. Other	13. Total
	Contracted Services		Event: Shopping, Equipment Distribution, Wireless Internet Service for laptop during travel	\$800.00	0	\$800.00
	Commodities		Total Commodities - \$13,500.00 Total Commodities Services - \$800.00 Printing, Software, Office Supplies, Shirts, Tapes of Dependent DUI Courtcases to \$65.00, Campaign Literature, Awards and Prizes, Items, Video Tapes, Food and Paper for Monthly Meetings	\$1,450.00	0	\$1,450.00
	Equipment		1. DUI Trailer (includes equipment with lights with switchboard, surveillance camera, antenna, and counter top) - \$1,000.00 2. Digital Audio Camcorder for the DUI Enforcement Officer - \$3,800.00 each 2. MP3 Player for Dual Antenna Radar Units for the DUI Enforcement Officers at \$4,800.00 each 2. Portable Broadband Devices for the DUI Enforcement Officers - \$300.00 each 1. Desktop Computer with printer for DUI officer/LEI Network Coordinator - \$2,000.00 2. Laptop Computer for DUI Trailer - \$2,000.00 each Total Equipment - \$49,500.00	\$49,500.00	0	\$49,500.00
<b>TOTALS:</b>			<b>\$54,750.00</b>		<b>\$54,750.00</b>	

BUDGET DETAIL:

Budget Narrative

Line Items	Federal	State	Local
<b>Personal Services:</b>			
Overtime	\$15,000.00	0	0
Travel	\$8,000.00	0	0
DUI Grant Coordinator Salary	\$5,000.00	0	0
<b>Contracted Services:</b>			
Postage, shipping, equipment installation, Wireless Internet Service	\$800.00	0	0
<b>Commodities:</b>			
Printing, software, office supplies, shirts, campaign incentives, awards and promotional items, video tapes, traffic cones, signs and prizes for monthly meetings	\$1,450.00	0	0
<b>Equipment:</b>			
1. DUI Trailer	\$1,000.00	0	0
2. Cameras for DUI Enforcement	\$7,600.00	0	0
2. Radars for Patrol Division	\$7,600.00	0	0
2. Portable Broadband Devices	\$600.00	0	0
1. Desktop computer for DUI officer/ Troop 2 Coordinator	\$2,000.00	0	0
2. Laptop Computer for DUI Trailer	\$2,000.00	0	0
<b>Total:</b>	<b>\$42,232.00</b>	<b>0</b>	<b>0</b>
<b>Continued Totals:</b>	<b>\$92,232.00</b>	<b>0</b>	<b>0</b>
<b>\$92,232.00</b>	<b>100% Federal/State</b>	<b>0% Local/Match</b>	

A. Personal Services

Total Overtime Requested-----\$15,000.00

Each year we apply for the budget more money for overtime. We meet with the board and explain to them the need for more money and how it would benefit the City of Petal. Overtime is always a problem area. In order to have a successful program, adequate funding is a necessity. Every year we go over on the allotted overtime the city of Petal allows.

Total Travel and Training Requested-----\$8,000.00

This line item enables the Petal Police Department to send four people to one Life Savers Conference and four people to two SLEI/RCM Conferences. This line item will also pay \$1,000.00 for to send people to the department that will be members. We feel our department has to pass on DUI's that it is qualified to further educate these officers on DUI literature, arrests and convictions.

DUI Grant Coordinator Salary-----\$5,000.00

This position would be filled by a civilian employee. Having this position would allow our DUI officer to spend more time on the streets rather than in the office. Because of his other responsibilities as LEI Troop 2 Coordinator, he spends most of his shifts on duty, not working in the office. The DUI coordinator would be able to aid him in keeping up with all statistics for Petal Police Department as well as the statistics for agencies in Petal. The coordinator will organize department checkpoints as well as the grant



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luncheons that we are required within the grant to hold. This person will maintain a relationship with the court department in order to keep up with conviction rates on DUI's and assist the court department in scheduling DUI court cases continuances by providing officer schedules. This person will be responsible for ordering commodities and maintaining an inventory of those items as well as inventory of all equipment purchased by the grant. The Coordinator will turn in Blitz data for the Petal Police Department and assist other agencies in Troop J with their Blitz data.

TOTAL PERSONAL SERVICES-----\$28,000.00

B. Contractual Services-----\$800.00

This line item allows us funds for postage and shipping that apply to the grant. It also provides the funds for equipment installation on the equipment that is bought through the grant.

TOTAL CONTRACTUAL SERVICES-----\$800.00

C. Commodities-----\$13,850.00

The Petal Police Department houses the Troop J LEL Coordinator. Having this responsibility means that Petal Police Department has to host Grant luncheons as well as provide door prizes. This line item allows payment for the luncheons and prizes. It also allows the Department to purchase incentive items. This line item provides the funds to purchase software for computers and equipment purchased within this grant. It also

2 MPH Enforcer Ka-Band Dual Antenna Radar Units -----\$3,792.00

These radars will go into the units of two of the DUI enforcement officers. These officers would be SFST certified. These officers arrest stats for DUI violators are higher than the average officer. In 6 months time (December 2007 – May 2008), we had 129 DUI's. 14% of those DUI's had a PC (Probable Cause) of speeding. We feel like the radars would help with DUI deterrence greatly, as well as keeping our roadways more safe.

2 Portable Breath Testers-----\$1,000.00

These PBTs would allow DUI enforcement officer's to conduct field tests on alcohol related DUI suspects. The results from the PBTs will aid in the conviction of the DUI violator.

1 Desktop Computer with printer-----\$2,000.00

One computer would be solely for the DUI Enforcement Officer/LEL Coordinator. This will aid the DUI Officer/LEL Coordinator with grant paper work that he is responsible as well as other duties that he is required to perform. Such duties within the grant are being responsible for completing the quarterly reports and that task requires that documentation be attached in the form of printed invoices, time sheets, safety check point sheets, public speaking forms, purchase orders, etc.

2 Laptop Computers-----\$4,000.00

The laptop computers will be specifically for the BAT trailer. It will allow the police officers to do their DUI arrest reports as well as other reports for incidents they may

allows the Department to purchase the necessary office supplies to make sure that the monthly and quarterly reports are completed and turned in to O.H.S.

TOTAL COMMODITIES-----\$13,850.00

D. Equipment

BAT Trailer-----\$31,000.00

Not only would the Petal Police Department benefit from having this equipment, but all the agencies in the Highway Patrol Troop J District will benefit. This trailer will be used to enhance check points and saturations in the troop j district. It will also act as a visual aid to help promote awareness for DUI deterrence. It will allow the Departments to administer the intoxilyzer 8000, administer standardized field sobriety, book the subject into the arrest system on the computer and place them in a cell while maintaining manpower on location. The awning for the BAT trailer will provide the officers with shelter during increment weather. The surveillance system will allow the officers to monitor prisoners being held in the holding cells while continuing to conduct check point saturations.

2 Digital Ally Camera Systems-----\$7,790.00

This would allow us to have a camera system in the patrol cars of the two of the DUI enforcement officers. These officers arrest stats for DUI violators are higher than the average officer. These officers would be SFST certified. These cameras will record and document the DUI offenders which would aid in the conviction of the offenders.

encounter on the saturation. A wireless modem will be in the laptops to enable the officer to access the report system through the internet. Being that it is a laptop computer, it will be able to be removed and placed inside the department so it is not affected by extreme temperatures.

TOTAL EQUIPMENT-----\$49,582.00

A. Program Statement

Number of Accidents 2004 - 2007

TYPE OF CRASH	2004	2005	2006	2007	Average	% Change
Fatal	1	2	1	1	1	0%
Injury	64	76	89	114	74	+26%
Property Damage	353	398	331	326	352	-1.51%
<b>TOTAL</b>	<b>438</b>	<b>476</b>	<b>421</b>	<b>441</b>	<b>444</b>	<b>+4.51%</b>

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

In the current year (2008) from January to May, there have been 149 vehicle accidents. From these accidents, there have been 3 fatalities, 44 injuries, and 103 property damage.

Petal is located in the Southeastern portion of the state. It is one of the fastest growing cities in the state. As of the 2000 census, Petal had a population of approximately 7,000 with land coverage of 10.4 square miles. In February 2003 Petal Annexed an additional 6.7 square miles which has added approximately 25% more people to the population. As a result of hurricane Katrina, there has been an estimated rise in population by 2008. This gives Petal an approximate population total of 10,100.

The City of Petal is intersected by U.S. Highway 90, State Highway 42 and the Evelyn Gandy Parkway. The Evelyn Gandy Parkway connects Interstate 29 with State Highway 42 and it was opened for use on March 13, 2007. These three thoroughfares are the main arteries for traffic from Perry, Wilcox, Jones County, Laurel and Hattiesburg. These

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

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

Motor vehicle crashes pose a major threat to our lives more than any other type of criminal injury. Nationally more than 7-8 million Americans are injured in traffic related crashes each year and approximately 42,000 of those people die from their injuries. Motor vehicle crashes are the number one killer of teenagers and young adults. Since the opening of the Evelyn Gandy Parkway in March of 2007, there have been 79 traffic accidents. This roadway has the highest speed limit in the city, at 65 mph from the city limits to the Highway 11 Bridge and 60mph for the rest of the Parkway until it connects to Byrd Parkway. We have multiple offenders who exceed that limit and as a result, we have a high number of vehicle accidents, and unfortunately 2 of the fatalities that we have had in 2008 have been on Evelyn Gandy Parkway.

The reality is that most serious and fatal injuries are sustained needlessly. It is an avoidable fact of motor vehicle collisions, along with their resulting injuries and fatalities are often both predictable and preventable. Traffic collisions are costly to our

community approximately 1.7 billion dollars in total cost, including both non-fatal injuries, hospitalizations, and property damage, due to the excessive and high fatality rate associated with motor vehicle collisions. Mississippi has been ranked among the five most dangerous states to drive for more than a decade.

Due to the high number of traffic crashes, which result in injuries and deaths, the Petal Police Department seriously considers any effort which will reduce the fatalities that our citizens and travelers are exposed to while traveling the roadways of Mississippi.

A summary of traffic violation statistics is as follows:

Traffic Citation Statistics:

Year	Hazardous Moving Traffic Violation
2004	140 Records
2005	899
2006	1,033
2007	1,228
2008 (Jan - May)	709

Year	DUI Arrests
2004	50 Records
2005	81
2006	111
2007	158
2008 (Jan - May)	66

community are from the above mentioned factors and statistics the City of Petal must address its traffic safety needs in a comprehensive manner.

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

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

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

B. Proposed Countermeasures:

The City of Petal requests assistance from the Governor's Office of Highway Safety Division of Traffic Safety Planning to continue the implementation of the

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

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

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

1. *Prosecutions and Adjudication.*

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

2. *Assessment and treatment*

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

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

3. *Public Information and Education.*

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

injuries identified as priorities by the Community Traffic Safety Program will be provided by members with expertise in the area.

C. Goals Objectives and Tasks.

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

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

Tasks necessary to meet this objective:

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

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

tasks necessary to meet this objective:

1. Share information regarding Mississippi's traffic status, DUI and zero tolerance laws and their compliance rates with South Mississippi law enforcement agencies.
2. Contact South Mississippi law enforcement agencies with implementation of a DUI awareness program with a goal of a 20% increase in DUI citations.
3. Assist in the recruitment strategy as directed by the state office.
4. Conduct educational seminars related to zero tolerance, DWI and procedures.
5. Promote DUI education and enforcement with South Mississippi law enforcement agencies.

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

tasks necessary to meet this objective:

1. Participate in National DUI, Intoxalver's and NHTSA's National and regional workshops and conferences as scheduled as these conferences provide informational updates on DUI laws pertaining to other states and offers networking along with new ideas on DUI.

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2. Prosecution and enforcement, also with instruction on NHTSA's effective tools and new ideas along with grant information and availability regarding all traffic safety issues.
3. Participate in S.H.O.R.M. conferences and M.A.H.S.L. meetings as scheduled.
4. Promote membership and participation in S.H.O.R.M. and M.A.H.S.L. among South Mississippi law enforcement.

**4: To Increase DUI Arrests by the Petal Police Department by 5% from 158 in 2007 to 166 in 2008**

(2007 grant year the goal was to increase DUI arrests by 5% from 158 in 2006 to 166 in 2007. The goal was not achieved.)

tasks necessary to meet this objective:

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

**5: To Increase Child Restraint and Seatbelt Citations:**

tasks necessary to meet this objective:

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

**6: Evaluation:**

Quarterly progress reports will be submitted to the Mississippi Division of Public Safety. Reporting within 45 days of the end of each quarter. All DUI affidavits and

affidavits as well as Mississippi traffic incident reports will be forwarded to the Mississippi Department of Public Safety as required by law. System reports will be made on the effectiveness of roadside safety check stops and simulation patrols.

**7: Training:**

Continued training is critical to the success of traffic enforcement programming. The DUI officers are required to be NHTSA's SPSI certified. Sgt. Marlow Blum and Sgt. Jeremy Roop are certified as a Standardized Field Sobriety Trainer which allows for the continued interdepartmental training of law enforcement officers. The City Safety trained officers. Safety training classes are given to all officers in Mississippi who are SPSI certified and are recertified in SPSI every two years with SPSI training being recertified every year.

Attending National Conferences provides information regarding new laws, networking and new strategies with other states and agencies regarding the successful enforcement and prosecution of DUI's. Traffic and DUI officers are trained on various other traffic equipment and curriculum that includes digital video cameras to monitor vehicle class, frontal reconstruction. Local training facilities include the State Traffic Training Academy at Dobby L. Cham Municipal airport in Hattiesburg, as well as community centers with various meeting spaces. The City of Petal also has a \$750,000 grant that create center available for classes and meetings.

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

**Office of Highway Safety**

**S. 103 by L.L.B.**

**Agreement of Understanding and Compliance**

This AGREEMENT made and entered into and between the STATE OF MISSISSIPPI by and through the OFFICE OF HIGHWAY SAFETY, hereinafter referred to as STATE, and the Applicant, hereinafter referred to as APPLICANT, hereinafter referred to as APPLICANT.

WHEREAS, the State, through its Office of Highway Safety, hereinafter referred to as APPLICANT, has received Federal funds for the purpose of highway safety projects; and

WHEREAS, the State of Mississippi, through its various state, county, and municipal agencies, is conducting a pilot safety study in specific counties upon application and approval by the Mississippi Office of Highway Safety, the DEPARTMENT OF TRANSPORTATION, and

WHEREAS, the State is obligated to reimburse the UNITED STATES DEPARTMENT OF TRANSPORTATION for the full amount of the authorized expenditures for which the State has received Federal funds; and

WHEREAS, the State, through its Office of Highway Safety, has agreed to comply with the requirements listed herein to be eligible to receive Federal funds for highway safety projects; and

WHEREAS, the State, through its Office of Highway Safety, has submitted an application for Federal funds for highway safety projects;

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

1. THE MEASUREMENT OF ELIGIBLE EXPENSES
  - a. This mutually agreed and promised that upon written application by APPLICANT and approved by STATE and the UNITED STATES DEPARTMENT OF TRANSPORTATION, STATE will obligate said Federal funds to APPLICANT'S use for the reimbursement of eligible expenditures as set forth in the application.
  - b. The Office of Highway Safety has the right to monitor and periodically audit the compliance and reporting by OMB Circular A-133, which is hereby incorporated into the present audit reporting by the failure to furnish an accurate accounting may result in the relevant Federal agency may result in denial of reimbursement of Federal funds. It is mutually agreed and promised that APPLICANT shall reimburse STATE for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received as determined by a final Federal audit.

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

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

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

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



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

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

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

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

X. EQUAL OPPORTUNITY ASSURANCE

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

XI. POLITICAL ACTIVITY (HATCH ACT)

The \_\_\_\_\_ will comply with the provisions of 5 U.S.C. §§ 1501-1506 and implementing regulations of 5 CFR Part 151, concerning "Political Activity of State or Local Officers or Employees".

XII. The Drug-free Workplace Act of 1988 (49 CFR Part 29, Subpart F)

The State will provide a drug-free workplace by:

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

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

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

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

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MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF PUBLIC SAFETY PLANNING  
OFFICE OF HIGHWAY SAFETY  
STATE CERTIFICATION AND ASSURANCE

Assurance Requirement of Subgrant Recipients:

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

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

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

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

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

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

\_\_\_\_\_  
[Typed or printed name] [Person's organizational title]

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

SCHEDULE D  
Page 13

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

CERTIFICATION AND STANDARD ASSURANCE  
REQUIREMENT FOR  
APPLICANT GRANTEEES AND SUBGRANTEES

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

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

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

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

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

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

Date of Meeting  
Page No.

EXHIBIT "C"

Continuing to recognize the importance of...  
...to the public safety and the...  
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MISSISSIPPI GOVERNMENTAL OFFICIALS  
I, \_\_\_\_\_, do hereby certify that the foregoing is a true and correct copy of the original as shown to me and that the same is a true and correct copy of the original as shown to me.

WITNESSES: \_\_\_\_\_  
I, \_\_\_\_\_, Secretary of the Mississippi State Board of Highway Safety, do hereby certify that the foregoing is a true and correct copy of the original as shown to me and that the same is a true and correct copy of the original as shown to me.

DATE: \_\_\_\_\_

**Pursuit Policy Petal Police Department**

Section 1

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

Section 2

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

Section 3

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

Section 4

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

May 24, 2004

\_\_\_\_\_  
Lee Siffowan  
Chief of Police

**AGREEMENT AND AUTHORIZATION TO PROCEED**

I, \_\_\_\_\_, do hereby agree to and authorize the use of any and all resources of my agency to assist in the investigation of the above described matter and to provide the necessary support for the investigation of the above described matter and to provide the necessary support for the investigation of the above described matter.

1. PRINTED NAME AND TITLE: \_\_\_\_\_  
2. AGENCY: \_\_\_\_\_  
3. ADDRESS: \_\_\_\_\_  
100 West 87 Ave  
Petal, MS 39480

4. TELEPHONE NO: \_\_\_\_\_  
601-844-1111

5. SIGNATURE: \_\_\_\_\_

6. TELEPHONE NO: \_\_\_\_\_  
601-844-1111

7. SUBMITTED BY NAME: \_\_\_\_\_

8. DATE: \_\_\_\_\_

9. APPROVAL DATE: \_\_\_\_\_

10. PROJECT NO: \_\_\_\_\_

11. SIGNATURE: \_\_\_\_\_  
Kim Proctor - Director  
Governors Office of Highway Safety



SCHEDULE E SCHEDULE OF TASKS BY QUARTER

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

EXHIBIT "C"

Reporting Period (October, November, December 2008)

1. Purchase all equipment listed in the budget summary
  2. Implement Community Traffic Safety Project
  3. Hold DUI Checkpoint
  4. Attend Fall Storm Conference
  5. Attend MAHSL
  6. Contact law enforcement agencies in South Mississippi Troop District J, by personal visit, telephone, mail or e-mail with information regarding State and National Special Traffic Enforcement Programs.
  7. Coordinate all DUI / Seatbelt Campaigns with Troop J law enforcement agencies.
  8. Enforce Mississippi DUI laws including zero tolerance BAC for underage youth.
  9. Continue DUI enforcement and Alcohol education programs.
  10. Conduct personal presentations and increase awareness among Mississippi law enforcement officers regarding traffic safety, alcohol awareness and zero tolerance. Conduct educational seminars for area schools, civic groups, judges and prosecutors.
  11. Participate in annual National DUI, Lifesavers and NHTSA's -- National and Region IV workshops and conferences as scheduled.
  12. Participate in STORM conferences and MAHSL meetings as scheduled.
  13. Promote membership and participation in STORM and MAHSL among South Mississippi law enforcement agencies.
  14. Increase DUI arrests in Petal by increasing awareness among officers; utilizing checkpoints, and making DUI training such as SPST more available.
- PROJECTED EXPENDITURES FOR QUARTER \$76,465.00

14. Participate in annual National DUI, Lifesavers and NHTSA's -- National and Region IV workshops and conferences as scheduled.
  15. Participate MAHSL meetings as scheduled.
  16. Promote membership and participation in STORM and MAHSL among South Mississippi law enforcement agencies.
- PROJECTED EXPENDITURES FOR QUARTER: \$17,845.00

SCHEDULE E SCHEDULE OF TASKS BY QUARTER

Reporting Period (January, February, March 2009)

1. Increase DUI arrests by strengthening enforcement in South Mississippi.
2. Contact law enforcement agencies in South Mississippi, by either personal visit, telephone, mail or E-mail with information regarding State and National Special Traffic Enforcement Programs -- (STEP)'s).
3. You Drink You Drive You Lose Campaigns with South Mississippi law enforcement agencies.
4. Maintain DUI enforcement personnel and LEL Officer in the Petal Police Department.
5. Enforce Mississippi's DUI laws including zero tolerance BAC for underage youths.
6. Continue DUI enforcement and Alcohol education programs.
7. Conduct personal presentations and increase awareness among Mississippi law enforcement officers regarding traffic safety, alcohol awareness and zero tolerance.
8. Share information regarding Mississippi's traffic safety status, DUI and zero tolerance laws and their compliance rates, with South Mississippi law enforcement agencies.
9. Assist South Mississippi law enforcement agencies with implementation of a DUI awareness program with emphasis on zero tolerance BAC for underage youths.
10. Instruct DUI enforcement strategies / DUI laws and case law through in-service DUI update training.
11. Conduct educational seminars for area schools, civic groups, judges and prosecutors.
12. Promote DUI education and enforcement strategies with South Mississippi law enforcement agencies.
13. Strengthen the link between the South Mississippi law enforcement community and the Mississippi Office of Highway Safety by attending National and State Conferences and the MAHSL meetings as scheduled.

SCHEDULE E SCHEDULE OF TASKS BY QUARTER

Reporting Period (April, May, June 2009)

1. Contact law enforcement agencies in South Mississippi, by personal visit, telephone, mail or E-mail, with information regarding State and National Special Traffic Enforcement Programs -- (STEP)'s).
2. Coordinate You Drink & Drive Campaigns with South Mississippi law enforcement agencies.
3. Maintain DUI enforcement personnel and LEL Officer in the Petal Police Department.
4. Enforce Mississippi's DUI laws including zero tolerance BAC for underage youth.
5. Continue DUI enforcement and Alcohol education programs.
6. Conduct personal presentations and increase awareness among Mississippi law enforcement officers regarding traffic safety, alcohol awareness and zero tolerance.
7. Share information regarding Mississippi's traffic safety status, DUI and zero tolerance laws and their compliance rates, with South Mississippi law enforcement agencies.
8. Assist South Mississippi law enforcement agencies with implementation of a DUI awareness program with emphasis on zero tolerance BAC for underage youths.
9. Instruct DUI enforcement strategies / DUI laws and case law by in-service DUI update training.
10. Conduct educational seminars for areas schools, civic groups, judges and prosecutors.
11. Promote DUI education and enforcement strategies with South Mississippi law enforcement agencies.
12. Strengthen the link between the South Mississippi Law Enforcement Community and the Mississippi Office of Highway Safety by attending National and State Conferences and the MAHSL meetings.



EXHIBIT "D"

THIS AGREEMENT, made and entered into by and between

THE ALABAMA GREAT SOUTHERN RAILWAY COMPANY, an Alabama corporation, hereinafter styled "Railway," and

CITY OF PETAL, a municipality of the State of Mississippi, hereinafter styled "City":

WITNESSETH THAT

WHEREAS, City, at its own cost and expense, is constructing, reconstructing, widening or otherwise changing or improving a public pedestrian and bicycle trail, hereinafter called "Public Trail," upon, along and across, at grade, the right of way or property and track (whether more than one track) of Railway, crossing underneath the right of way or property and under Railway's existing trestle at Milepost NO-84 50, at or near PETAL, Forrest County, Mississippi, located substantially as shown upon print of drawings marked Exhibit A, Pages 1 and 2 of 2, each dated March 7, 2008, attached hereto and made a part of this Agreement, and

WHEREAS, City has requested Railway to perform certain work in connection with the construction and/or improvement of the "Public Trail," all of which Railway is willing to do, but upon the terms and conditions hereinafter expressed and contained;

NOW THEREFORE, the PARTIES HERETO agree as follows:

1. Railway, to the extent that its title enables it so to do, and without warranty, hereby grants unto City the right to construct and/or improve and use the Public Trail, upon, the right of way or property and track (whether more than one track) of Railway, at the aforesaid location; RESERVING, however, unto Railway the right to continue to maintain, repair, renew and operate its railway and appurtenances across the Public Trail, and to construct such additional tracks and other railway facilities under the Public Trail, and to maintain, repair, renew and operate the same as in the judgment of Railway may be requisite, it being understood that if Railway elects or is required to construct any additional tracks or other structures or facilities thereon and shall find it necessary to disturb the Public Trail located within the limits of said right of way in so doing, City will, at City's own cost and expense, upon notice in writing so to do served upon it by Railway, make such changes in the Public Trail as may be necessary to accommodate the work of Railway.

2. City will, at City's expense, construct, maintain and remove the Public Trail in such manner that the same shall not interfere with the use made or to be made of said property by Railway for any purpose and in accordance with plans and specifications approved by Railway. City agrees that the Public Trail, or any work to be done by City hereunder, shall not interfere with the safe and proper operation and maintenance of said railroad, or the track, structures or appurtenances upon said property, or the proper drainage of property of Railway. City will be responsible for repairing any erosion or scour to the fill slope caused by any stream flow changes that result from construction or maintenance of the Trail. City agrees to promptly protect, close, remove, or relocate the Public Trail as necessary to allow maintenance by Railway during periods of heavy maintenance of Railway's trestle or track at this location.

3. City will pay to Railway, promptly upon bill rendered therefor, the actual cost of all work performed by Railway in connection with the construction and/or improvement of the Public Trail,

(3) CG 00 35 10 01; or

(4) CG 00 35 12 04.

c. The named insured shall read:

The Alabama Great Southern Railroad Company  
Three Commercial Place  
Norfolk, Virginia 23510-2191  
Attn: Risk Management

d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate City's project and contract identification numbers.

e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number if applicable. NOTE: Do not include any references to milepost on the insurance policy.

f. The name and address of the designated prime contractor must appear on the Declarations.

g. The name and address of the City must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

h. Other endorsements/forms that will be accepted are:

- (1) Broad Form Nuclear Exclusion - Form IL 00 21
- (2) 30-day Advance Notice of Non-renewal or cancellation
- (3) Required State Cancellation Endorsement
- (4) Quick Reference or Index Form CL/IL 240

i. Endorsements/forms that are NOT acceptable are:

- (1) Any Pollution Exclusion Endorsement except CG 28 31
- (2) Any Punitive or Exemplary Damages Exclusion
- (3) Known injury or Damage Exclusion form CG 00 59
- (4) Any Common Policy Conditions form
- (5) Any other endorsement/form not specifically authorized in item no. 2.h above

The insurance required herein shall in no way serve to limit the liability of City or its Contractors under the terms of this Agreement.

(d) Evidence of such insurance (Certificate of Insurance for the General Liability Insurance Policy and the original policy of Railroad Protective Liability Insurance) must be furnished to and approved by the Risk Manager, Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510-2191, prior to occupancy of Railway's property or commencement of construction, renovation or maintenance on Railway's premises.

including but not limited to the expenditures for preliminary engineering, construction engineering, and railroad flagging protection. The cost of said work to be performed by Railway in connection with the Public Trail has been estimated to be \$14,200.00, said estimate being attached hereto as Exhibit B, dated July 7, 2008, and made a part hereof.

4. City hereby agrees that if Railway shall desire to make any changes in its track, structures, roadbed, or other installations at the location of the Public Trail, or make any changes whatsoever in, to, upon, over or under the premises owned, controlled or leased by the Railway, and crossed or in any way affected by the Public Trail, then City shall, at City's expense, within forty-five (45) days of receipt of notice in writing to that effect from the Railway, make such changes in the location and/or construction of the Public Trail (including removal) deemed necessary by Railway to accommodate any future construction, improvements and/or changes of the Railway.

5. (a) To the extent permitted by the laws of the State of Mississippi, City agrees to indemnify and hold Railway, and any other corporation controlling, controlled by or under common control with Railway, harmless from and against all loss, damage, liability or expense arising from injury or loss of life to any person or damage to any property while City is engaged in the work of constructing, improving and/or maintaining the Public Trail upon, across and along the property and track of Railway as hereinabove provided.

(b) During the period of construction and/or improvement, or any period of maintenance, repair, renewal, removal or relocation of the Public Trail, City shall insure the obligations assumed in subparagraph (a) hereof in a manner and with a company satisfactory to Railway, by furnishing a commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include "explosion, collapse, and underground hazard" ("XCU") coverage, shall be endorsed to name Norfolk Southern Railway Company as certificate holder and as an additional insured, and shall include a severability of interests provision.

(c) If an outside contractor is to construct, improve, maintain, repair, renew, remove or relocate the Public Trail on Railway's premises, then City, in addition to the insurance provided for in subparagraph (b) hereof, shall require said contractor to furnish Railway with a Railroad Protective Liability Insurance Policy having a combined single limit of not less than \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

a. The insurer must be rated A- or better by A.M. Best Company, Inc.

b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

(1) CG 00 35 01 96 and CG 28 31 10 93; or

(2) CG 00 35 07 98 and CG 28 31 07 98; or

6. It is agreed that Railway shall be exempt from any and all charges or assessments of any kind or character on account of the location, construction and/or improvement or maintenance of the Public Trail within the limits of the right of way or property of Railway, or on account of any other thing done or omitted to be done by City in connection therewith.

7. Should the use of the Public Trail be abandoned, then all rights hereby granted to City shall thereupon cease and terminate and City will, at its sole cost and in a manner satisfactory to Railway, remove the portion of the Public Trail located within the limits of said right of way or property of Railway, and restore Railway's property to the condition existing prior to the construction and/or improvement or location of the Public Trail within the limits of said right of way provided Railway, at its option, may elect to remove the Pedestrian Trail proper within said right of way and restore its property, and City will, in such event, upon bill rendered therefor, pay unto Railway, the entire cost incurred by it in such removal and restoration.

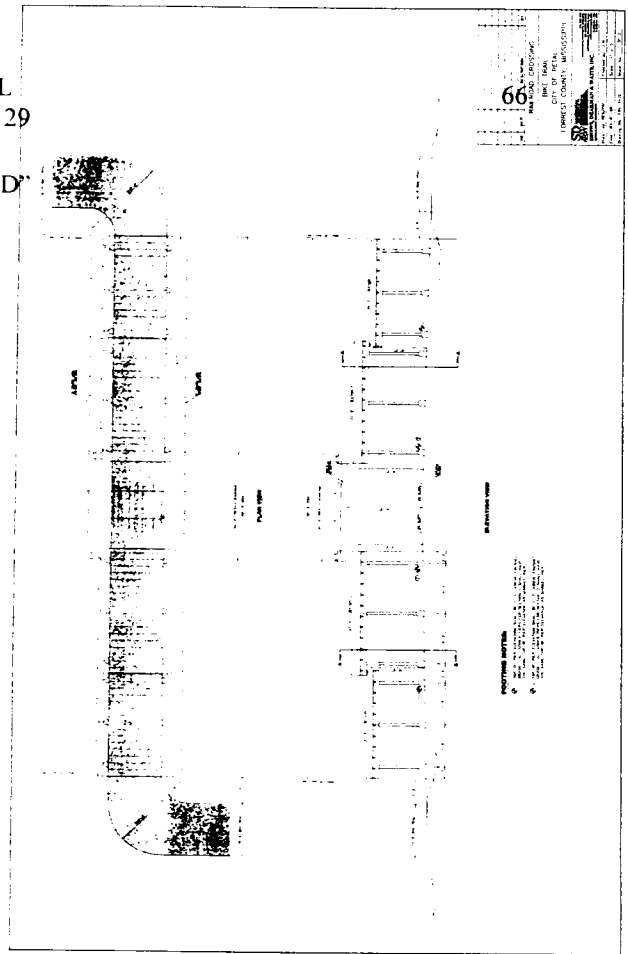
8. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their officers, agents and employees.

9. (a) The City hereby agrees that it will construct a roof structure over the Public Trail between the Railway's right of way line on one side of the Railway's trestle to the Railway's right of way line on the other side of Railway's trestle, which right of way at this location is 100 feet in width. The top of the roof structure will be a minimum of 2 feet from the bottom of the trestle. The City also agrees to construct a 6-foot high chain link fence on each side of the Public Trail through Railway's right of way.

(b) City agrees that it will be solely responsible for ensuring that the fence and roof structure are maintained to the satisfaction of Railway. If the City fails to make repairs to said fence and roof structure within ten (10) days after notification by Railway, the City agrees to barricade the Public Trail in such a way as to effectively prohibit access to the portion under Railway's trestle until such time as the necessary repairs have been made by City and Railway has inspected and approved such repairs. If the City has not made the repairs within ninety (90) days, the City will be deemed to be in default of this Agreement and Railway may elect to terminate this Agreement immediately.

10. Notwithstanding the foregoing, either party hereto may terminate this Agreement at any time hereafter by serving upon the other ninety (90) days' written notice of election so to do. If City shall violate any of its covenants herein, Railway may terminate this Agreement forthwith by written notice to City of its election so to do. At or before the expiration of the time limited by any notice to City of Railway's election to terminate this Agreement, City will discontinue use of the Public Trail and will restore said right of way or property to the condition existing prior to the construction of the Public Trail thereupon, or, in default thereof, Railway may, in addition to any other legal remedy it may have, close and remove the Public Trail and restore the condition of said right of way or property at the sole cost and expense of City.

EXHIBIT "D"



11 This Agreement shall take effect as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Witness THE ALABAMA GREAT SOUTHERN RAILWAY COMPANY

As to Railway By: \_\_\_\_\_ General Manager

Witness CITY OF PETAL

As to City By: \_\_\_\_\_ Title \_\_\_\_\_

**FORCE ACCOUNT ESTIMATE**

Work to be Performed By: Norfolk Southern Railway Company  
 For the Account of: City of Petal, Forrest County, Mississippi  
 Project Description: Pedestrian Trail  
 Location: Leaf River Bridge, Petal, MS  
 Project No.: 0  
 Milepost: NO-84.5  
 Date: July 7, 2008  
 File: BR0011777

SUMMARY	
ITEM A - Preliminary Engineering	1,000
ITEM B - Construction Engineering	1,000
ITEM C - Accounting	200
ITEM D - Flagging Services	12,000
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
<b>GRAND TOTAL</b>	<b>\$ 14,200</b>

**ITEM A - Preliminary Engineering**

(Review plans and special provisions, prepare estimates, etc.)

Labor: 10 Hours @ \$100 / hour= 1,000  
 Travel Expenses: 0  
 Services by Contract Engineer: 0  
**NET TOTAL - ITEM A \$ 1,000**

**ITEM B - Construction Engineering**

Coordinate Railway construction activities, review contractor submittals, etc.)

Labor: 10 Hours @ \$100 / hour= 1,000  
 Travel Expenses: 0  
 Services by Contract Engineer: 0  
**NET TOTAL - ITEM B \$ 1,000**

**ITEM C - Accounting**

(Prepare Billing)

Labor: 4 Hours @ \$50 / hour= 200  
**NET TOTAL - ITEM C \$ 200**

**ITEM D - Flagging Services**

(During construction adjacent to, over or under track.)

Labor: Flagging Foreman: 15 days @ 750.00 per day= 11,250  
 (based on working 12 hours day)

Travel Expenses, Meals & Lodging: 15 days @ \$50 day= 750  
**NET TOTAL - ITEM D \$ 12,000**

**ITEM E - Communications Changes**

Material: 0  
 Labor: 0  
 Equipment: 0  
**NET TOTAL - ITEM E \$ 0**

CITY OF PETAL  
MINUTE BOOK 29

ITEM F - Signal & Electrical Changes

Material:	0
Labor:	0
Equipment:	0

EXHIBIT "D"

NET TOTAL - ITEM F	\$	-
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ITEM G - Track Work

Material:	0
Labor:	0
Equipment:	0

NET TOTAL - ITEM G	\$	-
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TES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (excluding insurance) is 144.36%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (excluding insurance) is 119.26%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.

4. The Force Account Estimate is valid for one (1) year after the date of the estimate (01/15/08). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

CITY OF PETAL  
MINUTE BOOK 29

EXHIBIT "E"

Dear Business Owners,

Now is the most important time of the year, as we are finalizing the details of our 2008-2009 advertising campaign. As a business owner myself, I understand the demands of advertising and donation request. At the same time, I understand without individuals like you, we cannot compete successfully. Our school system is our greatest asset, and business owners within the Pine Belt area have always been tremendous in their support of our teams.


It is no secret that radio and TV drive the margin of success. There are many means of raising funds, but radio and TV can give you, the business owner, the greatest return on your investment. Our radio and TV programs are second to none. Lance Pittman, former USM announcer and current JCJC announcer, is our voice of the panthers and our Petal football TV show host. The show is also professionally produced by Adams TV Production Company.

This year we are offering three different advertising opportunities for your business, which we believe will benefit you, as well as the Petal School System.

1. Radio/Internet advertising. This gives your business radio advertising spots on live broadcast of all high school football and 10 baseball games plus any playoffs.  
Price = \$1499. This can be paid in full by 8/31/08 or can be made in 2 payments of \$700 billed in August and October or 4 payments of \$350 billed in August, September, October, and November.
2. TV advertising. This gives your business TV commercials on all Petal Panther Football shows which will air weekly on Comcast TV. If you do not have a professional commercial, we will shoot yours at no additional cost.  
Price = \$1100. This can be paid in full by 8/31/08 or can be made in 2 payments of \$550 billed in August and October or 4 payments of \$275 billed in August, September, October and November.
3. BEST DEAL, PLEASE CONSIDER!!! Radio, TV and internet advertising. This combines all we offer with a \$300 discount.  
Price = \$2200. This can be paid in full by 8/31/08 or can be made in 2 payments of \$1100 billed in August and October or 4 payments of \$550 billed in August, September, October and November.

I want to thank you for considering any of these opportunities. As I mentioned before, our school system is our greatest asset within our community. If, by fully working together, we can make this the greatest school year ever.

Sincerely,

  
Steve Buckley  
Head Football Coach

Response: July 25, 2008 and remember all contributions are tax deductible.

Petal, Ms. 39465  
14 Stephens Road  
Petal Booster Club

\*\*\*Please return this form to: Petal Booster Club  
Contact name and phone number: \_\_\_\_\_  
Your business name and address: \_\_\_\_\_

4. I am not able to participate at this time, please contact me again next year.

3. TV advertising.  
\_\_\_\_\_ 1 payment of \$1100  
\_\_\_\_\_ 2 payments of \$550 billed in Aug. and Oct.  
\_\_\_\_\_ 4 payments of \$275 billed in Aug, Sept, Oct, Nov.

2. Radio/Internet advertising.  
\_\_\_\_\_ 1 payment of \$1400  
\_\_\_\_\_ 2 payments of \$700 billed in Aug. and Oct.  
\_\_\_\_\_ 4 payments of \$350 billed in Aug, Sept, Oct, Nov.

1. Combination radio, TV and internet.  
\_\_\_\_\_ 1 payment of \$2200  
\_\_\_\_\_ 2 payments of \$1100 billed in Aug. and Oct.  
\_\_\_\_\_ 4 payments of \$550 billed in Aug, Sept, Oct, Nov.

method.  
Please circle the number of the option you will participate in for the upcoming school year and check your appropriate payment

Petal 2008-2009 Advertising Campaign

CITY OF PETAL  
MINUTE BOOK 29

ORDER

EXHIBIT "F"

WHEREAS, the Mayor and Board of Aldermen of the City of Petal, Mississippi, have received from the Mississippi State Tax Commission, notice of the adoption of the Motor Vehicle Assessment Schedule by said Commission for the fiscal year 2008-2009; and

WHEREAS, the hard copy schedule of assessments by property code is no longer produced and the assessment schedule for passenger vehicles and light trucks is produced only through the computer system of the county tax collector, and is the schedule that is subject for adoption and

WHEREAS, the Mayor and Board of Aldermen of said City desire to adopt the same for said City in assessing and collecting ad valorem taxes on Motor Vehicles for the ensuing year;

WHEREAS, the Mayor and Board of Aldermen are also desirous for the County Tax Collector to collect the City of Petal's Motor Vehicle Ad Valorem taxes as stated in Section 27-51-29 of the Mississippi Code of 1972, as annotated and recompiled;

IT IS THEREFORE ORDERED by the Mayor and Board of Aldermen of the City of Petal, Mississippi that;

The Motor Vehicle Assessment Schedule for the fiscal year 2008-2009 adopted by the Mississippi State Tax commission under the provisions of the Motor Vehicle Ad Valorem Act of 1958, as amended by the laws of 1960, (being Section 27-51-21 of the Mississippi Code of 1972, annotated and amended), is hereby adopted as the Motor Vehicle Assessment Schedule for the City of Petal, Mississippi for the fiscal year beginning October 1, 2008 and ending September 30, 2009.

A regular meeting of the Mayor and Board of Aldermen of the City of Petal, Mississippi will be held in the City Hall of said City at 7:00 P.M., Tuesday, August 5, 2008 for the purpose of hearing and taking action on any complaint or objection filed in writing objecting to and petitioning for a specified reduction of any portion or portions of said Motor Vehicle Assessment Schedule affecting the complainant directly.

SO ORDERED on this the 15<sup>th</sup> day of July, A.D., 2008.

\_\_\_\_\_  
CARL SCOTT  
MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
JEAN ISHEE  
CITY CLERK

Publish (1) time: July 17, 2008

RESOLUTION EXHIBIT "G"

A RESOLUTION OF THE PETAL BOARD OF ALDERMEN ESTABLISHING MUNICIPAL COURT ADMINISTRATIVE FEES AND CHARGES FOR PROCESSING CITATIONS AND COMPLAINTS

WHEREAS, the City of Petal has a Municipal Court established for the purposes of processing misdemeanor criminal offenses pursuant to Mississippi State Law, Petal Municipal code ordinance violations and all criminal and or traffic actions and proceedings provided for and authorized pursuant to Mississippi Code of 1972, SEC 21-23-7 pertaining to Municipal Court jurisdiction; and

WHEREAS, Municipal Court operations incur numerous monetary expenses for Court Administrative expenses, necessary room, furniture, fixtures, and supplies as well as salaries and related monetary expenses; and,

WHEREAS, the Petal City Board of Aldermen desires that Municipal Court Administrative processing fees and defendant installment contracts be assessed by the Municipal Court with respect to each citation or complaint processed by the Municipal Court at the time the defendant is sentenced after a plea of guilty or is found guilty of the charges in addition to any other fees or charges required by Mississippi State Law and Petal City Ordinances with respect to either traffic or criminal court proceedings.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the following administrative fee be established and assessed by the Municipal Court:

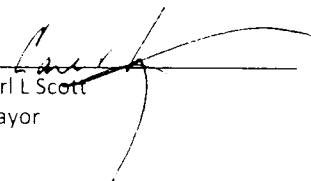
There is hereby established administrative fees and charges to be assessed by the Municipal Court as part of the disposition of all citations and complaints, criminal and traffic for which there is a conviction or plea of guilty entered. An Administrative processing fee for any citation or complaint in the Municipal Court of the City of Petal, of Fifteen Dollars (\$15.00) shall be assessed each citation or complaint in addition to the regular fines, surcharges and fees at the time the defendant pleads or is convicted of any charges.

As authorized and hereby approved by the Board of Aldermen.

PASSED AND ADOPTED this 15<sup>th</sup> day of July, 2008.

APPROVED:

ATTEST:

  
\_\_\_\_\_  
Carl L. Scott  
Mayor

  
\_\_\_\_\_  
Jean Ishee  
City Clerk

(SEAL)



EXHIBIT "H"

PROCLAMATION  
PETAL HARVEY BAPTIST CHURCH  
100<sup>TH</sup> YEAR ANNIVERSARY

*Whereas, August 10, 2008 marks the 100th Anniversary Celebration of Petal Harvey Baptist Church in our City, which was dedicated to the service of God and humanity on August 6, 1908 by the Reverend H.W. Shirley and a small group of twenty three dedicated members; and*

*Whereas, we give pause, honor and praise this day for the deep and abiding Christian commitment of those who in faith began this work, to help the work grow and thrive, and provide valuable human services where the need was great; and*

*Whereas, the church has provided much influence over the past 100 years by touching and shaping the lives of countless persons; and*

*Whereas, our entire community has benefited from the fine Christian influence this church has exerted through the years, and the many facets of its outreach and practical assistance to the needy; and*

*Whereas, it is a pleasure to extend this expression of our esteem and best wishes to the members of this congregation on the memorable occasion of this anniversary by participating in Celebrating their Past, reaffirming their commitment to the Present and looking forward to their Prosperous Future;*

*Now, Therefore, I do hereby proclaim August 10, 2008 as Petal Harvey Baptist Church Anniversary Day in our community, and further provide that a copy of this tribute be presented to the congregation in testimony of the high regard in which this church is held in the City of Petal.*

*Given under my hand and seal of the  
City of Petal  
This 10th day of August, 2008*

*Carl L. Scott, Mayor*

EXHIBIT "I"

Resolution  
FY 07-08  
Amendment