

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD AN EXECUTIVE SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI ON APRIL 6, 2009 AT 6:00 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	DEBORAH REYNOLDS

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

WHEREAS, MAYOR SCOTT REQUESTED AN EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS.

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

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

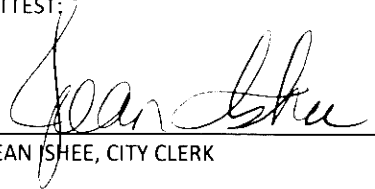
NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

THEREBEING NO FURTHER BUSINESS, THE EXECUTIVE SESSION OF THE MAYOR AND BOARD OF ALDERMEN WAS ADJOURNED ON THIS THE 6TH DAY OF APRIL, A.D., 2009.

(SEAL)


CARL L SCOTT, MAYOR

ATTEST:


JEAN SHEE, CITY CLERK

BE IT REMEMBERED THAT THERE WAS BEGUN AND HELD AN EXECUTIVE SESSION ON APRIL 7,
2009 AT 6:00 P.M.

THOSE PRESENT	MAYOR CARL SCOTT
ALDERMEN	KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS	CHIEF LEE SHELBOURN ASST CHIEF LEONARD FULLER TERESA LEE ROBB JEREMY ROBB

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

WHEREAS, MAYOR SCOTT REQUESTED AN EXECUTIVE SESSION TO DISCUSS PERSONNEL
MATTERS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO CLEAR THE ROOM IN ORDER TO
DECIDE IF AN EXECUTIVE SESSION IS NEEDED. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT REOPENED THE MEETING

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ENTER INTO AN EXECUTIVE SESSION
TO DISCUSS PERSONNEL MATTERS. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STINGER MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION.
ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

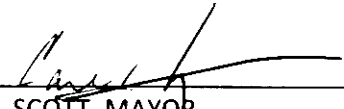
THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO ADJOURN. ALDERMAN STRINGER
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE



CARL L SCOTT, MAYOR

(SEAL)

ATTEST:



JEAN ISHEE, CITY CLERK

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 APRIL 7, 2009 AT 7:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR CARL L SCOTT
CITY ATTORNEY	THOMAS W TYNER
ALDERMEN	DAVID CLAYTON KAY FAIRLEY JAMES MOORE STEVE STRINGER LIESA WEAVER
OTHERS	GAIL PORTER ULMER BYRD JOE BUSH B C LEWIS BEN PIPER LARRY/KAREN BYRD WILLIE HINTON CYNTHIA HOLLAND HAL MARX FRANK/ANNE CLARKE BUDDY REYNOLDS AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY CITY ATTORNEY THOMAS W TYNER.

THE PLEDGE OF ALLEGIANCE WAS RECITED.

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

- V. EXECUTIVE SESSION APRIL 6, 2009.
- IX. GENERAL BUSINESS
 - 18. REQUEST TO SUSPEND SECTION 7.55.22 SUBSECTIONS 1 & 2 OF THE SIGN ORDINANCE WITHOUT THE ASSOCIATED FEES FOR THE PERIOD APRIL 7 THROUGH JUNE 7, 2009.
 - 19. REQUEST TO ADOPT RELEASE FORM FOR SURFACE WATER CONSIDERATIONS RELIEVING THE CITY OF ANY RESPONSIBILITY FOR ISSUES CAUSED BY WATER FLOWING ACROSS SAID LOT OR SANITARY BIOGRADE OCCURRING DUE TO BUILDING FOOTPRINT CONSTRUCTED IN NONCOMPLIANCE WITH THE ONE FOOT ABOVE THE CROWN OF THE ROAD REQUIREMENT.
 - 20. REQUEST TO ADVERTISE FOR BID THE ARRARIATION SYSTEM OF WATER PLANT "C".
 - 21. REQUEST TO ADVERTISE FOR BID THE SPRINGFIELD ROAD SEWER SYSTEM.
- X. SEMINARS & TRAVEL
 - 6. REQUEST FOR ADAM JAMES TO ATTEND MS FIRE ACADEMY FOR HAZ-MAT TRAINING FROM APRIL 6-17, 2009 AT A TOTAL COST OF \$120.00.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING CHANGES. 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 MINUTES OF THE EXECUTIVE SESSION APRIL 6, 2009 AND THE REGULAR MEETING OF APRIL 7, 2009.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE MINUTES OF THE EXECUTIVE SESSION OF APRIL 6, 2009 AND THE REGULAR MEETING OF THE APRIL 7, 2009. 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.

SAMUEL WILSON III, ADDRESSED THE MAYOR AND BOARD OF ALDERMEN ABOUT THE CITY BUILDING A COMMUNITY CENTER IN THE SPRINGFIELD AREA TO HONOR HIS FATHER.

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO PAY INVOICE #15653 TO SHOWS, DEARMAN & WAITS, INC IN THE AMOUNT OF \$7,703.60 FOR AUTUMN RIDGE SEWER.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #15653 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$7,703.60 FOR AUTUMN RIDGE SEWER. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED INVOICE #15652 FROM SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$3,066.33 FOR CASTLE MANOR SEWER.

THEREUPON, ALDERMAN FAIRLEY MADE AMOTION TO AUTHORIZE THE CITY CLERK TO PAY INVOICE #15652 TO SHOWS, DEARMAN, & WAITS, INC IN THE AMOUNT OF \$3,066.33 FOR CASTLE MANOR SEWER. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO REIMBURSE FORREST COUNTY METRO FOR \$5,236.56 FOR PAYMENT MADE IN ERROR.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REIMBURSE FORREST COUNTY METRO IN THE AMOUNT OF \$5,236.56 FOR PAYMENT MADE IN ERROR TO THE CITY. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN DAVID CLAYTON
ALDERMAN KAY FAIRLEY

ALDERMAN JAMES MOORE
ALDERMAN STEVE STRINGER
ALDERMAN LIESA WEAVER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO SET HEARING DATE FOR A
VARINACE HEARING ON 211 WALLER STREET FOR LARRY DEAN GRIFFIN.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET VARIANCE HEARING
DATE FOR APRIL 28, 2009 AT 7:00 P.M. FOR 211 WALLER STREET FOR LARRY DEAN
GRIFFIN. 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 SET HEARING DATE FOR
ZONING FOR 113 N RAILROAD STREET FOR LORETTA BRAY AND VIRGINA THOMAS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET ZONING HEARING
DATE FOR APRIL 28, 2009 AT 7:00 P.M. FOR 113 N RAILROAD STREET LORETTA BRAY AND
VIRGINA THOMAS. 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 APPROVE BUSH
CONSTRUCTION TO DO DRAINAGE WORK AT RED FERN PER RECOMMENDATION OF
SHOWS, DEARMAN & WAITS, INC.

SEE EXHIBIT "A"

LETTER FROM SHOWS, DEARMAN & WAITS, INC

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE BUSH
CONSTRUCTION TO DO DRAINAGE WORK AT RED FERN IN THE AMOUNT OF \$4,133.75.
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 OBTAIN EASEMENTS FROM
THE FOLLOWING PROPERTIES ON CHAR LANE:

- A. FRANCES M POWELL
- B. MORTGAGE FUNDING CORPORATIONS

- C. JOHN KIRBY DICKINSON
- D. ESTATE OF RAYMOND C BRANDLE
- E. CHARLA JOY AND CARLTON BLACKWELL

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO OBTAIN EASEMENTS ON CHAR LANE FOR THE CITY TO ACQUIRE THE ROAD. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO REFUND TIMOTHY ADAMS CASH BOND IN THE AMOUNT OF \$635.00.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO REFUND CASH BOND TO TIMOTHY ADAMS IN THE AMOUNT OF \$635.00. 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 TO APPLY FOR RURAL BUSINESS ENTERPRISE GRANT FOR 3-D SCHOOL FOR CHILDREN WITH DYSLEXIA.

SEE EXHIBIT "B"

RURAL BUSINESS ENTERPRISE

THEREUPON, ALDERMAN WEAVER MADE AMOTION TO AUTHORIZE THE MAYOR TO EXECUTE THE APPLICATION FOR THE RURAL BUSINESS ENTERPRISE GRANT FOR 3-D SCHOOL FOR CHILDREN WITH DYSLEXIA. 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 TO EXECUTE AGREEMENT WITH USDA NRCS FOR EMERGENCY WATERSHED PROTECTION DUE TO HURRICANE GUSTAV IN THE CORINTH ROAD AREA.

SEE EXHIBIT "C"

USDA NRCS
EMERGENCY WATERSHED PROTECTION

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO AUTHORIZE THE MAYOR TO EXECUTE AGREEMENT WITH USDA NRCS FOR EMERGENCY WATERSHED PROTECTION

DUE TO HURRICANE GUSTAV IN THE CORINTH ROAD AREA. 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 REVENUES AND EXPENDITURES REPORT FOR THE MONTH OF FEBRUARY 2009.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE REVENUE AND EXPENDITURES REPORT FOR THE MONTH OF FEBRUARY 2009. 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 RECOMMENDATION OF THE PLANNING COMMISSION TO GRANT VARIANCE TO INCREASE THE SIZE OF THE SIGNAGE FROM 1.25 SQUARE FEET PER LINEAR FOOT OF STORE FRONT TO 1.75 SQUARE FEET PER LINEAR FOOT.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE RECOMMENDATION OF THE PLANNING COMMISSION TO GRANT VARIANCE FOR 100 EASTBROOK TO INCREASE THE SIZE OF THE SIGNAGE FROM 1.25 SQUARE FEET PER LINEAR FOOT OF STORE FRONT TO 1.75 SQUARE FEET PER LINEAR FOOT. 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 RESIGNATION OF ANGELA TAYLOR AS EXERCISE COORDINATOR AT THE SENIOR CENTER.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE RESIGNATION OF ANGELA TAYLOR AS EXERCISE COORDINATOR AT THE SENIOR CENTER. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO CONTRACT WITH MARY FRANCIS BLACKARD AS EXERCISE COORDINATOR AT \$25.00 PER SESSION.

SEE EXHIBIT "D"

CONTRACT

THEREUPON, ALDERMAN FAIRLEY MADE A MOTION TO CONTRACT WITH MARY FRANCIS BLACKARD AS EXERCISE COORDINATOR AT \$25.00 PER SESSION. 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 PROOFS OF PUBLICATION:

- A. ORDINANCE 2006(101-1)
- B. PUBLIC NOTICE 100 EASTBROOK DRIVE
- C. NOTICE TO INTEREST PARTIES

THEREUPON, ALDERMAN WEAVER MADE A MOTION THAT THE FOREGOING PROOFS OF PUBLICATION BE ACCEPTED AND FILED. 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 CLAIMS DOCKET #107280-107877 OF THE CITY OF PETAL GENERAL FUND AND THE CITY OF PETAL WATER AND SEWER CLAIMS.

THEREUPON, ALDERMAN WEAVER MADE A MOTION TO PAY CLAIMS #107280-107877 OF THE CITY OF PETAL GENERAL FUND AND THE CITY OF PETAL WATER AND SEWER CLAIMS. 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 SUSPEND SECTION 7.55.22 SUBSECTIONS 1 & 2 OF THE SIGN ORDINANCE WITHOUT THE ASSOCIATED FEES FOR THE PERIOD APRIL 7-JUNE 7, 2009.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SUSPEND SECTION 7.55.22 SUBSECTIONS 1 & 2 OF THE SIGN ORDINANCE WITHOUT THE ASSOCIATED FEES FOR THE PERIOD APRIL 7-JUNE 7, 2009. 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 RELEASE FORM FOR SURFACE WATER CONSIDERATIONS RELIEVING THE CITY OF ANY RESPONSIBILITY FOR ISSUES CAUSED BY WATER FLOWING ACROSS SAID LOT OR SANITARY BIOGRADE OCCURRING DUE TO BUILDING FOOTPRINT CONSTRUCTED IN NONCOMPLIANCE WITH THE ONE FOOT ABOVE THE CROWN OF THE ROAD REQUIREMENT.

SEE EXHIBIT "E"

RELEASE FORM

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO ADOPT THE RELEASE FORM FOR SURFACE WATER CONSIDERATIONS RELIEVING THE CITY OF ANY RESPONSIBILITY FOR ISSUES CAUSED BY WATER FLOWING ACROSS SAID LOT OR SANITARY BIOGRADE OCCURRING DUE TO BUILDING FOOTPRINT CONSTRUCTED IN NONCOMPLIANCE WITH THE ONE FOOT ABOVE THE CROWN OF THE ROAD REQUIREMENT. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO ADVERTISE FOR BIDS FOR THE ARRINATION SYSTEM OF WATER PLANT "C".

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE ARRINATION SYSTEM OF WATER PLANT "C". 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 ADVERTISE FOR BIDS FOR THE SPRINGFIELD ROAD SEWER SYSTEM.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADVERTISE FOR BIDS FOR THE SPRINGFIELD ROAD SEWER SYSTEM. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR RITA LEWIS TO ATTEND APCO TRAINING IN ELLISVILLE, MS ON APRIL 13-16, 2009.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE RITA LEWIS TO ATTEND APCO TRAINING IN ELLISVILLE, MS ON APRIL 13-16, 2009 AND TO 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 A REQUEST FOR OWEN SCOTT TO ATTEND MISSISSIPPI FIRE ACADEMY FOR CERTIFICATION APRIL 13-MAY 22, 2009.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE OWEN SCOTT TO ATTEND THE MISSISSIPPI FIRE ACADEMY FOR CERTIFICATION APRIL 13 – MAY 22, 2009 AND TO PAY HIS EXPENSES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR MICHELLE STREBECK TO ATTEND THE DOMESTIC VIOLENCE TRAINING IN CHOCTAW, MS MAY 19-21, 2009.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE MICHELLE STREBECK TO ATTEND THE DOMESTIC VIOLENCE TRAINING IN CHOCTAW, MS MAY 19-21, 2009 AND TO PAY HER EXPENSES. ALDERMAN WEAVER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST FOR ADAM JAMES TO ATTEND MISSISSIPPI FIRE ACADEMY FOR HAZ-MAT TRAINING APRIL 6-17, 2009.

THEREUPON, ALDERMAN CLAYTON MADE A MOTION TO AUTHORIZE ADAM JAMES TO ATTEND THE MISSISSIPPI FIRE ACADEMY FOR HAZ-MAT TRAINING APRIL 6-17, 2009 AND TO PAY HIS MEAL 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 IN HIRING LABORER 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 LABORER IN THE SANITATION DEPARTMENT.

IT IS HEREBY ORDERED THAT MICAH ANDERSON BE HIRED AS A LABORER IN THE SANITATION DEPARTMENT AT A RATE OF \$8.00 PER HOUR EFFECTIVE APRIL 8, 2009.

SO ORDERED ON THIS THE 7TH DAY OF APRIL, 2009.

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 IN HIRING A POLICE OFFICER.

ORDER

WHEREAS, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI DO HEREBY DEEM IT NECESSARY TO HIRE A POLICE OFFICER, UPON THE RECOMMENDATION OF CHIEF LEE SHELBOURN.

IT IS HEREBY ORDRED THAT BENNY HENSARLING BE HIRED AS A FIRST CLASS PATROLMAN IN THE POLICE DEPARTMENT AT A RATE OF \$14.70 PER HOUR EFFECTIVE APRIL 22, 2009.

SO ORDERED ON THIS THE 7TH DAY OF APRIL, 2009.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGIONG ORDER. ALDERMAN STRIGNER 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 FOR WEEK OF THE YOUNG CHILD.

SEE EXHIBIT "F"

PROCLAMATION

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

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR SCOTT PRESENTED A REQUEST TO SET PUBLIC HEARING FOR ERIC JONES IN THE FIRE DEPARTMENT.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO SET THE PUBLIC HEARING FOR ERIC JONES ON APRIL 20, 2009 AT 5:00 P.M. TO TALK ABOUT RE EMPLOYMENT. ALDERMAN FAIRLEY SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

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

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, STRINGER MADE A MOTON TO ADJOURN. 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

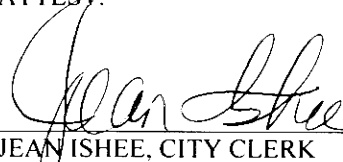
THEREBEING NO FURTHER BUSINESS.OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED ON THIS THE 7TH DAY OF APRIL, A.D., 2009.



CARL E SCOTT, MAYOR

(SEAL)

ATTEST:



JEAN ISHEE, CITY CLERK

EXHIBIT "A"

March 23, 2009

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

ATTN: Mayor Carl Scott

RE: Red Fern Drainage

Dear Mayor Scott:

As you requested, Enclosed please find a price from Bush Construction Co., Inc. for the above referenced project.

Should you have any questions and/or comments, please, do not hesitate to contact me.

Sincerely,



John T. Weeks, P.E.
Project Engineer

/mj

Enclosures

March 20, 2009

Mr. John Weeks P.E.
Shows Dearman & Waits, Inc.
P.O. Box 1711
Hattiesburg, MS 39403

Re: Pricing for Curb & Gutter & Inlet Work for the City of Petal

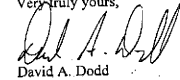
Dear John:

As promised, here is the pricing for the above work we looked at yesterday. We propose to remove, re-grade and replace between 35-45 feet of concrete curb and gutter and adding a 3 piece curb inlet for drainage in this section of curb. Drainage will be plumbed out of the back of the new curb inlet, through 6" or 8" PVC pipe, and as we discussed, excavation for the pipe will most likely be done by hand. We will do the above work for \$4,133.75 lump sum.

It may be necessary to perform a small amount of asphalt removal and replacement in order for the new curb to match the existing street. We have included this in the above price, provided it does not exceed 2-3 tons. We estimate approximately 2.5 tons at most.

Please let me know if you require any further information.

Very truly yours,



David A. Dodd
Project Manager

Application for Federal Assistance SF-424 Version 02

1. Type of Submission: Preapplication
 Application
 Change/Corrected Application
 Revision

2. Type of Application: New
 Continuation
 Revision
 Other (Specify):

3. Date Received:

4. Applicant Identifier: City of Petal, Mississippi

5a. Federal Entity Identifier: N/A
 5b. Federal Award Identifier: N/A

6. Date Received by State: 7. State Application Identifier:

8. APPLICANT INFORMATION:

a. Legal Name: City of Petal, Mississippi
 b. Employer/Taxpayer Identification Number (EIN/TIN): 64-0565375
 c. Organizational DUNS: 102076424

d. Address:
 Street 1: 119 West 8th Avenue
 Street 2:
 City: Petal
 County: Forrester
 State: Mississippi
 Province:
 Country: USA UNITED STATES
 Zip / Postal Code: 39465

e. Organizational Unit:
 Department Name: Office of the Mayor
 Division Name: Office of the Mayor

f. Name and contact information of person to be contacted on matters involving this application:
 Prefix: Mr.
 First Name: Carl
 Middle Name:
 Last Name: Scott
 Suffix:
 Title: Mayor
 Organizational Affiliation: City of Petal, Mississippi
 Telephone Number: (601) 545-1775
 Fax Number:
 Email: cscoc@cityofpetal.com

CITY OF PETAL
MINUTE BOOK

EXHIBIT

Application for Federal Assistance SF-424 Version 02

9. Type of Applicant 1 - Select Applicant Type: Local Government - Municipal

10. Name of Federal Agency: USDA Rural Development

11. Catalog of Federal Domestic Assistance Number: 10.769
 CFDA Title: Rural Business Enterprise Grants

12. Funding Opportunity Number: MBL SF424 FAMILY-ALL FORMS 10.769
 Title: MBL SF424 FAMILY-ALL FORMS
 Rural Business Enterprise Grant

13. Competition Identification Number: N/A
 Title:

14. Areas Affected by Project (County, Counties, States, etc.):
 City of Petal
 Forrester County
 State of Mississippi

15. Descriptive Title of Applicant's Project:
 The J-D School for Children with Dyslexia

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424 Version 02

16. Congressional Districts Of:
 a. Applicant: 4th-MS
 b. Program/Project: 4th-MS

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
 a. Start Date: 07-01-2008
 b. End Date: 09-30-2008

18. Estimated Funding (\$):
 a. Federal: \$50,000.00
 b. Applicant:
 c. State:
 d. Local: \$11,850.00
 e. Other:
 f. Program Income:
 g. TOTAL: \$61,850.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
 a. This application was made available to the State under the Executive Order 12372 Process for review of
 b. Program is subject to E.O. 12372 but has not been selected by the State for review
 c. Program is not covered by E.O. 12372

20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)
 Yes No Explanation

21. By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances "I and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)

I AGREE
 The list of certifications and assurances, or an internal site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:
 Prefix: Mr.
 First Name: Carl
 Middle Name:
 Last Name: Scott
 Suffix:
 Title: Mayor, City of Petal
 Telephone Number: (601) 545-1776
 Fax Number:
 Email: cscoc@cityofpetal.com
 Signature of Authorized Representative:
 Date Signed: 4.7.09

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 Standard Form 424 (Revised 10/2008)
 Prescribed by OMB Circular A-102

Application for Federal Assistance SF-424 Version 02

Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

BUDGET INFORMATION - Non-Construction Programs
SECTION A - SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1. Furnishings	10.769	\$	\$	6,626.94	1,571.06	8,200.00
2. Equipment & Software	10.769			21,564.48	5,115.52	26,700.00
3. Curriculum	10.769			8,864.19	2,100.81	10,965.00
4. Materials	10.769			12,922.39	3,062.61	15,985.00
5. Totals		\$	\$	50,000.00	11,850.00	61,850.00
SECTION B - BUDGET CATEGORIES						
GRANT PROGRAM, FUNCTION OR ACTIVITY						
6. Object Class Categories	(1)	(2)	(3)	(4)	(5)	Total (6)
a. Personnel	\$	\$	\$	\$	\$	0.00
b. Fringe Benefits						0.00
c. Travel						0.00
d. Equipment	8,200.00	26,700.00		10,965.00	15,985.00	34,900.00
e. Supplies						26,950.00
f. Contractual						0.00
g. Construction						0.00
h. Other						0.00
i. Total Direct Charges (sum of 6a-6h)	8,200.00	26,700.00		10,965.00	15,985.00	61,850.00
j. Indirect Charges						0.00
k. TOTALS (sum of 6i and 6j)	\$	8,200.00	\$	26,700.00	\$	15,985.00
7. Program Income		\$	\$	\$	\$	0.00

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 Standard Form 424A (Rev. 7-97) Page 2

EXHIBIT "B"
MINUTE BOOK 2
COPY OF PETAL

(a) Grant Program	SECTION C - NON-FEDERAL RESOURCES				(e) TOTALS
	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Furnishings	\$ 1,571.06	\$	\$	\$	1,571.06
9. Equipment and Software	5,115.52				5,115.52
10. Curriculum	2,100.81				2,100.81
11. Materials	3,062.61				3,062.61
12. TOTAL (sum of lines 8-11)	\$ 11,850.00	\$ 0.00	\$ 0.00	\$ 0.00	11,850.00
SECTION D - FORECASTED CASH NEEDS					
Total for 1st Year					
13. Federal	50,000.00	12,500.00	12,500.00	12,500.00	12,500.00
14. Non-Federal	11,850.00	2,962.50	2,962.50	2,962.50	2,962.50
15. TOTAL (sum of lines 13 and 14)	\$ 61,850.00	\$ 15,462.50	\$ 15,462.50	\$ 15,462.50	\$ 15,462.50
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program					
FUTURE FUNDING PERIODS (Years)					
16. Furnishings	(b) First	(c) Second	(d) Third	(e) Fourth	
17. Equipment and Software	\$	\$	\$	\$	573
18. Curriculum					
19. Materials					
20. TOTAL (sum of lines 16-19)	\$	0.00	0.00	0.00	0.00
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:	22. Indirect Charges:				
23. Remarks:					

STATE: MISSISSIPPI
EWP City of Petal
AGREEMENT NO. _____

CITY OF PETAL
MINUTE BOOK 29

The Sponsor will:

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UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

EXHIBIT "C"

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

THIS AGREEMENT, made this _____ day of _____, 20____, by and between City of Petal called the Sponsor and the Contracting Local Organization, and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203 (CFDA 10.923), NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by Hurricane Gustav (09/01/2008).

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

- A. It is agreed that the following described work is to be performed at an estimated cost of \$30,000.00.

DSR Number(s):

280350906

Description of Work:

Corinth Road

1. Provide 15 percent of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$4,500.00.
2. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer registered in State of Mississippi, prior to submittal to NRCS.
3. Provide in-kind contribution of design, construction, inspection, and contract administration.
4. Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS.
5. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
7. Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS a copy of each solicitation (Invitation for Bids, Request for Quotations), bid abstract, and awarded contract.
8. Issue an invitation for bids, which is to contain NRCS requirements including Form NRCS-AS-43, drawings and specifications, and Contracting Local Organization requirements.
9. Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the State Administrative Officer, make award.
10. Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.

11. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment B to this agreement.
12. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.
13. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
14. Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement.
15. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
16. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses.
17. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
18. Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement.
19. Upon completion and acceptance of all work, when provided by the terms of the contract obtain a written release from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract.
20. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance (in accordance with the Operation and Maintenance Agreement).

21. Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
22. If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
23. Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other Rules referenced in 7 CFR 3015.
24. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

C. NRCS will:

1. Provide 85 percent of the cost of constructing the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$25,500.00.
2. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor; and provide advice and counsel as needed.
3. Review and concur with construction plans as identified in Section B. of this agreement.
4. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement, with supporting documentation.
5. Upon notification of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

EXHIBIT "C"

- 6. Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to assist in the final inspection; certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.
- D. It is mutually agreed that:
 - 1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by August 24, 2009.
 - 2. The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
 - 3. In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A. are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
 - 4. This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
 - 5. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
 - 6. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
 - 7. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

- 8. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
- 9. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

Sponsor: City of Petal
 By: [Signature]
 Title: [Signature]
 Date: 4-27-09

This action authorized at an official meeting of Mayor Mikemas on the 7 day of April, 2009, at City Hall, State of Mississippi.
Petal
 of Mississippi.
 ATTEST: [Signature]
City Clerk
 (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____
 Title: _____
 Date: _____

STATE: MISSISSIPPI
 EWP City of Petal
 AGREEMENT NO. _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

PROJECT AGREEMENT
LOCALLY LED CONTRACTING

THIS AGREEMENT, made this _____ day of _____, 20____, by and between City of Petal called the Sponsor and the Contracting Local Organization; and the Natural Resources Conservation Service, United States Department of Agriculture, called NRCS.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 216 of the Flood Control Act of 1950, Public Law 81-516, 33 U.S.C. 701b-1; and Section 403 of the Agricultural Credit Act of 1978, Public Law 95-334, as amended by Section 382, of the Federal Agriculture Improvement and Reform Act of 1996, Public Law 104-127, 16 U.S.C. 2203 (CFDA 10.923), NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of watershed, and

WHEREAS, NRCS and the Sponsors agree to install emergency watershed protection measures to relieve hazards created by Hurricane Gustav (09/01/2008).

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

- A. It is agreed that the following described work is to be performed at an estimated cost of \$30,000.00.

DSR Number(s):

280350906

Description of Work:

Corinth Road

B. The Sponsor will:

- 1. Provide 15 percent of the cost of constructing the emergency watershed protection measures described in Section A. This cost to the sponsor is estimated to be \$4,500.00.
- 2. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with NRCS programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for works of improvement will be reviewed and approved by a Professional Engineer registered in State of Mississippi, prior to submittal to NRCS.
- 3. Provide in-kind contribution of design, construction, inspection, and contract administration.
- 4. Designate an individual to serve as liaison officer between the Sponsor and NRCS, listing his or her duties, responsibilities, and authorities. Furnish this information in writing to NRCS.
- 5. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising for construction. Certification will be provided on Form NRCS-ADS-78, Assurances Relating to Real Property Acquisition. An Attorney's opinion as to the adequacy of landrights is required.
- 6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
- 7. Contract for engineering services, professional services, and construction of the emergency watershed protection measures described in Section A in accordance with 7 CFR 3016.36, applicable state requirements and the Sponsor's procurement regulations. The Sponsor will provide NRCS a copy of each solicitation (invitation for Bids, Request for Quotations), bid abstract, and awarded contract.
- 8. Issue an invitation for bids, which is to contain NRCS requirements including Form NRCS-AS-43, drawings and specifications, and Contracting Local Organization requirements.
- 9. Receive, protect and open bids. Determine the lowest qualified bidder, and with written concurrence of the State Administrative Officer, make award.
- 10. Comply with the requirements of the provisions included in Attachment A to this agreement. If applicable, complete the attached "Clean Air and Water Certification" included in Attachment A.

CITY OF PETALUMA
MINUTE BOOK 29

signatures (grantee, recipient sponsor, or cooperators) agrees to comply with the following special provisions which are hereby attached to this agreement.

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

EXHIBIT "C"

1. Drug-Free Workplace

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

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

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

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

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (1) All direct charge employees; (2) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (3) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification.

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about --
 - (1) The danger of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notifying the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- (e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph 9(d)(2) from an employee or otherwise receiving actual notice of such conviction. Employees of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

- 1 -

- 2 -

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

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

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

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

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

II. Certification Regarding Lobbying (7 CFR 3019) (Applicable if this agreement exceeds \$100,000)

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

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

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

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

III. Certification Regarding Debarment, Suspension, and Other Responsibility matters - Primary Covered Transactions (2 CFR 3017)

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

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

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

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

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

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

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

The recipient signatory to this agreement certifies as follows:

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

(b) To promptly notify the State or Regional Conservation prior to the signing of this agreement by NRCS, of the receipt of any notification from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

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

Clean Air and Water Clause

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

A. The recipient agrees as follows:

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

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

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

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

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

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

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

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

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).

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CITY OF PETAL
MINUTE BOOK 29

EXHIBIT "C"

11. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment B to this agreement.
12. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.
13. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
14. Pay the contractor as provided in the contract(s). Submit billings for reimbursement of incurred costs to NRCS on Form SF-270, Request for Advance or Reimbursement. The request will be supported by documents that will permit NRCS to reasonably assure itself that such costs were adequately documented and incurred for the NRCS cost-shared items of work described in Section A of this agreement.
15. Receive payment under this agreement using electronic funds transfer (EFT) procedures in accordance with 31 CFR 208. EFT procedures will comply with USDA National Finance Center (NFC) requirements.
16. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source selection and evaluation and litigation that may result from the project. Such actions will be at the expense of the sponsor including legal expenses.
17. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement.
18. Arrange for and conduct final inspection of completed emergency watershed protection measures. Provide a certification statement to NRCS that the project was installed in accordance with contractual requirements and the terms of this agreement.
19. Upon completion and acceptance of all work, when provided by the terms of the contract obtain a written release from the contractor of all claims against the Contracting Local Organization arising by virtue of the contract.
20. Upon acceptance of the work from the contractor(s), assume responsibility for operation and maintenance (in accordance with the Operation and Maintenance Agreement).

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21. Be responsible for all administrative expenses necessary to arrange for and carry out the works of improvement described in Section A. These administrative matters include but shall not be limited to facilities, clerical expenses, and legal counsel, including the fees of such attorney or attorneys deemed necessary by NRCS to resolve any legal matters.
22. If needed, upon completion of emergency protection measures and the elimination of the threat, take action to bring the measures up to reasonable standards by other means and/or authority. Unless the measures are brought up to reasonable standards, the sponsor will not be eligible for future funding under the Emergency Watershed Protection Program.
23. Administer action under this agreement in accordance with 7 CFR 3015, 7 CFR 3016, OMB Circulars A-102, A-87, A-133, and other Rules referenced in 7 CFR 3015.
24. Retain all records dealing with the award and administration of contract(s) for 3 years from the date of the sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.

C. NRCS will:

1. Provide 85 percent of the cost of constructing the emergency watershed protection measures described in Section A. This cost to NRCS is estimated to be \$25,500.00.
2. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will periodically check progress and agreement compliance by the Sponsor; and provide advice and counsel as needed.
3. Review and concur with construction plans as identified in Section B. of this agreement.
4. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement, with supporting documentation.
5. Upon notification of the completion of construction, NRCS shall promptly review the performance of the Sponsor to determine if it has met the requirements of this agreement and fund expenditures as agreed.

6. Designate an individual to serve as liaison officer between the NRCS and the sponsor. The NRCS engineer assigned to the project will serve in this position. The major duties, responsibilities and authorities of the liaison officer will be to assist in the final inspection; certify along with the Sponsor's Professional Engineer when all work has been completed according to the specifications and drawings. Review and approve SF-270 and supporting documents for reimbursement to the Sponsor.

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded. All work required under this agreement must be completed by August 24, 2009.
2. The contracts for design services and construction described in Section A will not be awarded to the Sponsor or to any firm in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
3. In the event of contractor default, any additional funds properly allocable as construction costs required to ensure completion of the project described in Section A. are to be contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected for the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
4. This agreement may be amended as mutually agreed by written amendment duly executed by authorized officials of the signatory parties to this agreement.
5. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
6. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
7. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.

8. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share of part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
9. By signing this agreement the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

Sponsor: City of Petal
 By: [Signature]
 Title: [Signature]
 Date: 4-2-09

This action authorized at an official meeting of
Mayor Williams on the 7 day of
April, 2009 at Petal
Petal
 of Mississippi.
 ATTEST:
Juan Arce (Signature)
Pety Clarke (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____
 Title: _____
 Date: _____

VI - CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

Contractor
Signature
Title Date

EXHIBIT "C"

As used in these specifications:

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

- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female union that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal Procurement Contracting Offices. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
a. Insure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all of which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union living hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in a file with the reason therefore, along with whatever additional actions the Contractor may have taken.
d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations, by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc.; specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Fore etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- 1. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification, in organizations such as the above, describing the openings, screening procedure, and tests to be used in the selection process.
2. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
3. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
4. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
5. Ensure that minority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
6. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
7. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
8. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
9. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7.a. through 7.p). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, in the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
10. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
11. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
12. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
13. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by

EXHIBIT "C"

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

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

V. Assurances and Compliance

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

VI. Examination of Records

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

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

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I - EQUAL OPPORTUNITY

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

II - EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

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

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

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

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

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

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

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV - NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

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

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

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

FINANCIAL MANAGEMENT SYSTEM

The sponsor responsible for managing the finances of Section 216, Public Law 81-516, work in which the NRCS has a financial interest must develop and maintain a financial management system which shall provide for:

- (a) Accurate, current and complete disclosure of the financial results of each Public Law 516 undertaking in which NRCS has a financial interest in accordance with NRCS reporting requirements. When the NRCS requires reporting on an accrual basis and the sponsor's accounting records are not kept on that basis, the sponsor should develop such information through an analysis of the documentation on hand or on the basis of best estimates
- (b) Records which identify adequately the source and application of funds for Public Law 516 financially supported undertakings. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- (c) Effective control over and accountability for all funds, property and other assets. Sponsors shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- (d) Comparison of actual with budgeted amounts for each undertaking, i.e., each project agreement, land rights agreement, agreement for services and relocation agreement. Also, relation of financial information with performance or productivity data, including the production of unit cost information whenever appropriate and required by NRCS.
- (e) Procedures to minimize the time elapsing between the transfer of funds from the U. S. Treasury and disbursement by the sponsor, whenever funds are advanced by the NRCS. When advances are made by a letter of credit method, the sponsor shall make draw-downs from the U. S. Treasury through its commercial bank as close as possible to the time of making the disbursements.
- (f) Procedures for determining the allowability and allocability of costs in accordance with the NRCS obligating instrument (project agreement, agreement for services, land rights agreement, relocation agreement) and the applicable NRCS program handbook (Watershed Protection Handbook or Resource Conservation and Development Projects Handbook)
- (g) Accounting records which are supported by source documentation.
- (h) Audits to be made by the sponsor or at the sponsor's direction, to determine at a minimum the fiscal integrity of financial transactions and reports, and the compliance with laws, regulations and administrative requirements. The sponsor will schedule such audits with reasonable frequency, usually annually, but not less frequently than once every two years, considering the nature, size and complexity of the activity.
- (i) A systematic method to assure timely and appropriate resolution of audit findings and recommendations.

The City of Petal has a Financial Management System that complies with the requirements of Section 510.50 of the Contracts, Grants, and Cooperative Agreements Manual as shown above.

CITY OF PETAL
MINUTE BOOK 29

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EXHIBIT "C"

City of Petal: _____
By: [Signature]
Title: [Signature]
Date: 4-8-07

This action is authorized at an official meeting of the
City of Petal
on 7 day of April, 2007, at
Petal
State of Mississippi
Attest: [Signature]
(Signature)
[Signature]
(Title)

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENT (GRANTS)
ALTERNATIVE 1 - FOR GRANTEEES OTHER THAN INDIVIDUALS

Alternative 1

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

City of Petal
Check if there are workplaces on file that are not identified here.

City of Petal
Organization Name

City of Petal
Project Name

Name and Title of Authorized Representative

Signature _____ Date _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identification must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g., all

CITY OF PETAL
MINUTE BOOK 29

ASSURANCES RELATING TO 581
REAL PROPERTY ACQUISITION

the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

EXHIBIT "C"

- 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- 14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

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

B. PROJECT MEASURES COVERED -
 Name of project DSR # 280350906
 Identity of improvement or development: Erosion Control
 Location City of Petal

C. REAL PROPERTY ACQUISITION ASSURANCE -
 This assurance is applicable if real property interests were acquired for the installation of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.
 If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R. Part 21. Any exceptions taken from the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal Officer of the State containing a full discussion of the facts and law furnished.

D. ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS -
 The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, inspect and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before and/or during the installation process.
 This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.
 Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and files was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.
 If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

City of Petal
(Name of Sponsor)

This action is authorized at an official meeting
of the _____
on _____ day of _____, 20____
State of Mississippi

By: _____
(signature)

Title: _____

Date: _____

Attest

(Name)

(Title)

SAMPLE -
PLEASE TYPE ON ATTORNEY'S LETTERHEAD
"TITLE OF OPINION"

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

RE: Project name:

Location (County/City):

As attorney for and on behalf of the _____, I
(Sponsor)

hereby certify that I have examined the real property instruments and files that relate to the right-of-way of the sponsors to enter upon, construct, and operate and maintain the works of improvement above, and find them to provide adequate title, right, permission, and authority for the purpose for which these instruments were acquired.

Attorney - _____

Date _____

liability which continues throughout the life of the measure or until the measure is modified to remove potential loss of life or property.

VII. RECORDS

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

VIII. GENERAL

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

Name of Sponsor: City of Petal

By: [Signature] Title: Mayor

This action was authorized at an official meeting of the Sponsor named immediately above on April 7, 2004 at City of Petal

Attest: [Signature] Title: City Clerk

Natural Resources Conservation Service, United States Department of Agriculture

By: _____ Title: _____

CITY OF PETAL Operation
MINUTE BOOK 29

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

EXHIBIT "C"

Maintenance

- A. The channel should be maintained in such a way as to keep it free of any debris, silt bars or other obstructions that will reduce its capacity. Bank stabilization measures should be used to prevent erosion. The undesirable vegetation should be cut or sprayed with approved herbicides and removed from the channel. An access road should be maintained along side the channel for easy maintenance.
- B. It is anticipated that the following items of maintenance, repair, or replacement will be needed during the effective life of the measure.
 1. Vegetation
 - a. Reseed, resod, and fertilize areas of stand or areas destroyed by erosion, freezing, or drought. If necessary, restore eroded areas before reseeding.
 - b. Cut or spray with approved herbicide and remove undesirable vegetation. Observe local ordinances regarding spraying and burning.
 - c. Fertilize vegetation as required to maintain a vigorous stand.
 - d. Control grazing to insure proper vegetative cover.
 - e. Mow grass at regular intervals to maintain optimum cover.
 2. Channels - lined and unlined
 - a. Remove sand and gravel bars and properly dispose of them outside the channel perimeter.
 - b. Remove and properly dispose of debris. Give special attention to removal and proper disposal of debris and repair erosion damage at structures.
 - c. Replace, reinforce, or extend riprap where needed. Make repairs to grade control structures where needed.
 - d. Keep access roads for maintenance and maintenance travelways in usable condition.
 - e. Maintain dikes and spoil to divert water to protected inlets and prevent overbank flow.
 - f. Renovate channel banks damaged by storm flow.

- g. Rehabilitate damaged pipe inlets from fields or side channels. Replace eroded soil adjacent to structures.
- C. The estimated average annual cost of providing the necessary maintenance for this measure is \$200.00. Funds to finance this cost will be provided by the City of Petal, from general tax revenues.
- D. The City of Petal will be responsible for and promptly perform or have performed all maintenance of the measure determined by either the Sponsors or the Service to be needed.

The City of Petal with consulting assistance from the Natural Resources Conservation Service, will assist in the maintenance which can be accomplished with normal farm equipment such as removal of debris, control of undesirable vegetation, controlled grazing and mowing, and fertilizing vegetation.
- E. The measure will be inspected at least annually and after unusually severe floods or the occurrence of any other unusual condition that might adversely affect the measure. Annual inspections will be performed during the month of July. Annual and special inspections will include but not be limited to an examination of the following items:
 1. Stability of channel grades and side slopes
 2. Excessive sedimentation
 3. Condition of rip-rapped areas
 4. Obstructions and undesirable vegetative growth
 5. Scour at bridge piers, abutments and other adjacent property
 6. Severity of erosion of berms and undesirable vegetative growth
 7. Condition of cleared and snagged areas
 8. Condition of fences and gates
- F. A written report will be made of each inspection as provided in the O&M Agreement. A follow-up report will be provided when all corrective action has been accomplished.
- G. The requirements will remain in effect until the expiration of the effective life of the measure based on a mutual determination of the Sponsors and the Service.
- H. Service personnel will assist the Sponsors on annual and special inspections until such time as the State Conservationist determines that Service participation is no longer necessary. At this time, he will so notify the Sponsor in writing. This notice will constitute an amendment to the Plan.
- I. Each sponsoring organization that has responsibility for O&M of any project measure will be furnished an Operation and Maintenance Handbook. The handbook is to acquaint Sponsors with the essentials of operating and maintaining their projects. The information and suggestions can help Sponsors understand the jobs and how to carry them out in a timely and efficient manner.

vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

CITY OF PETAL
MINUTE BOOK 29

STANDARDS OF CONDUCT

EXHIBIT "C"

- 5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
- 6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to the certification. Grantee's attention is called, in particular, to the following definitions from these rules:

"Controlled Substance" means a controlled substance in Schedule I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

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

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

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

Form AD-1049 (REV 5/90)

The Contracting Local Organization for the City of Petal hereby agrees that its officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. The contract or other procurement action shall not be awarded to a sponsor, the Contracting Local Organization, or firm in which any official of such organization, or any member of such official's immediate family, has direct or indirect interest in the recurring profits or contracts of such firms. To the extent permissible by state or local laws, rules or regulations, such standards as herein stated above shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the Contracting Local Organization officers, employees, or agents, or by contractors or their agents.

City of Petal
(Name of Sponsor)

By: [Signature]
Title: [Signature]
Date: 4-1-08

This action is authorized at an official meeting of the City of Petal on the day of April, 2008.

State of Mississippi
Attest: [Signature]
(Name) [Signature]
(Title)

Watershed: City of Petal

OPERATION AND MAINTENANCE AGREEMENT

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

City of Petal

The Sponsor(s) and the Service agree to carry out the terms of this agreement for the operation and maintenance of the project measures in the State of Mississippi. The project measures covered by this agreement are identified as follows: Streambank stabilization with rock riprap - Coriath Road.

I. OPERATIONS

- A. The Sponsor(s) will be responsible for operating the measure without cost to the Service as follows:
 1. In compliance with applicable Federal, State and local laws;
 2. In compliance with the conditions set out in the instruments by which rights were acquired to install, operate and maintain the measure(s);
 3. In a manner that will protect the environment and permit the measure(s) to serve the purpose for which installed as set forth in the program agreement;
 4. In keeping with the requirements to provide inspection, operation and maintenance reports within the time frame provided in the attached plan.
- B. The Service will, upon request of the Sponsor(s) and to the extent that its resources permit, provide consultative assistance in the operation of the structural measures.
- C. Admission or users fees shall be charged only as necessary to produce revenues required by the Sponsor(s) to amortize its share of installation costs for that portion of the measures pertaining to recreation of fish and wildlife and to provide adequate inspection, operation, maintenance, and replacement of the same.
- D. In a recreation or fish and wildlife measure the Sponsor(s) may dispense such services and commodities, or arrange with private concessionaires for the dispensing of such services and commodities, which will contribute to the full use and enjoyment of the measure by the public at prices which are reasonable and compatible with prices for similar services and commodities within the area served by the measure.

II. MAINTENANCE

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

III. REPLACEMENT

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

IV. PLAN OF OPERATION AND MAINTENANCE

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

V. INSPECTIONS AND REPORTS

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

VI. TIME OF RESPONSIBILITY

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

EXHIBIT "D"

Contract w/
Mary Frances
Blackard
for Senior
Exercise

EXHIBIT "E"

04/06/2009 13:30 FAX 601 583 2677

Aultman Tyner Ruffin

0001/0003

RELEASE

WHEREAS, the undersigned _____ are the owners of that certain property located in the City of Petal, Forrest County, Mississippi known as w _____ and being more particularly described as (insert description or attach as a separate sheet):

WHEREAS, a structure will be constructed contrary to Section 505.08 of the City of Petal Subdivision Ordinance and there is a likelihood of surface water flowing across said lot or sanitary blockage occurring and

WHEREAS said _____ is not applying to the City of Petal for building permit to construct said structure; and

WHEREAS, the City of Petal is willing to issue such building permit only upon the condition that the said surface waters passing down said city streets and avenues or sewer blockage occurring.

NOW, THEREFORE, for and in consideration of the issuance of a building permit to me by the City of Petal, I the undersigned do hereby release and fully acquit the City of Petal for and from all damages which have accrued or may in the future accrue to me, my successors, or assignees in title to said lot by reason of surface waters which may flow from any city streets or avenues onto, near or across said lot as described above, or which may have heretofore flowed across said lot or to any damages caused by sanitary sewer blockage.

As additional consideration for the issuance of a permit to me by the City of Petal, the release and acquaintance will be recorded in the land deed book records of the Chancery Clerk of Forrest County, Mississippi, and will be a release and encumbrance on the title to the property, and will apply to any future owner or owners.

WITNESS MY SIGNATURE this the _____ day of _____, A.D., _____.

Signature: _____

Printed/Typed Name: _____

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY came and appeared before me, the undersigned authority in and for said state and county, the within named _____ who acknowledge to me that he signed and delivered the above and foregoing drainage release as and for his free act and deed, on the day and year therein mentioned, and who acknowledged to me that he is the owner of the property described herein.

EXHIBIT "F"

PROCLAMATION

THE WEEK OF THE YOUNG CHILD

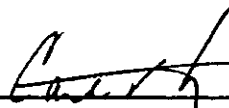
Whereas, the Petal Excel by 5 initiative, and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 19 – 25, 2009; and

Whereas, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Petal, Mississippi; and

Whereas, teachers and others who make a difference in the lives of the young children in Petal, Mississippi deserve thanks and recognition; and

Whereas, public policies that support early learning for all young children are crucial to young children's futures;

I, Carl Scott, Mayor of the City of Petal, do hereby proclaim April 19 -25, 2009 as The Week of the Young Child in Petal, Mississippi and encourage all citizens to work to make a good investment in early childhood in our city.



Carl I. Scott, Mayor