

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 JUNE 5, 2018 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT	MAYOR HAL MARX
ATTORNEY	ROCKY EATON
ALDERMEN	BRAD AMACKER CRAIG BULLOCK DAVID CLAYTON TONY DUCKER WILLIAM KING CLINT MOORE STEVE STRINGER
OTHERS	VALERIE WILSON ADA MADISON TOMMYE CORLEY AND MANY OTHERS

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

THE INVOCATION WAS OFFERED BY BRAD AMACKER

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS

PROCLAMATIONS & RESOLUTIONS

REQUEST TO ADOPT PROCLAMATION DECLARING JUNE AS SCOLIOSIS AWARENESS MONTH.

REQUEST TO ADOPT PROCLAMATION DECLARING AUGUST 7, 2018 AS NATIONAL NIGHT OUT IN PETAL, MS

GENERAL BUSINESS

REQUEST TO ACCEPT THE LAND USE AGREEMENT WITH FORREST COUNTY FOR THE BARRONTOWN COMMUNITY CENTER, SUNRISE COMMUNITY CENTER AND LEEVILLE COMMUNITY CENTER.

REQUEST TO ACCEPT THE WARRANTY DEED FROM CASTLEWOODS, LLC FOR ROAD LEADING INTO CASTLEWOOD SUBDIVISION.

ORDERS & ORDINANCES

REQUEST TO ADOPT ORDER HIRING WILLIAM LOTT IN THE RECREATION DEPT AT A RATE OF \$9.50 PER HOUR EFFECTIVE MAY 25, 2018.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADOPT THE AGENDA WITH THE FOREGOING AMENDMENTS. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO APPROVE THE MINUTES OF THE THE REGULAR MEETING OF MAY 15, 2018.

THEREUPON, ALDERMAN KING MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF MAY 15, 2018 AS WRITTEN. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT

THEREUPON, SAM CALVIN ADDRESSED THE BOARD REQUESTING PERMISSION TO CONTINUE TO USE HIS GOLF CART ON THE STREET IN HIS NEIGHBORHOOD. HE STATED THAT HE HAS MADE MANY IMPROVEMENTS TO THE CART TO HELP MAKE IT VISIBLE TO OTHER DRIVERS.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO AUTHORIZE THE USE OF THE GOLF CART AS LONG AS THE PETAL POLICE DEPT APPROVES OF THE CART. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, TAMMY ROGERS ADDRESSED THE BOARD REGARDING NATIONAL SCOLIOSIS AWARENESS. MS. ROGERS IS REQUESTING TO USE HINTON PARK FOR A FUNDRAISER FOR THE NATIONAL SCOLIOSIS FOUNDATION. SHE WOULD LIKE TO BE ABLE TO USE POWER FOR A STAGE FOR MUSICAL ACTS AS WELL AS HAVE VENDORS.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ALLOW USE OF HINTON PARK FOR THE FUNDRAISER. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTIONS REGARDING PROPERTY CLEANUP HEARING.

EXHIBIT "A"

736 S GEORGE ST
210 E CENTRAL AVE
149 E SECOND AVE
309 MITCHELL ST
400 SMITH ST
HOLMES ST
200 CLARK ST
300 W SEVENTH AVE
705 HOLMES ST

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADOPT THE FOREGOING RESOLUTIONS. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING PROCLAMATION DECLARING JUNE AS SCOLIOSIS AWARENESS MONTH

EXHIBIT "B"

PROCLAMATION

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING PROCLAMATION. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING PROCLAMATION DECLARING AUGUST 7, 2018 AS NATIONAL NIGHT OUT IN PETAL, MS

EXHIBIT "C"

PROCLAMATION

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO GRANT A VARIANCE TO 207 BENNETT ST

THEREUPON, ALDERMAN MOORE MADE A MOTION TO GRANT A VARIANCE ALLOWING A NEW RESIDENCE AT 1100 SQUARE FEET WITHOUT A SINGLE CARPORT OR GARAGE AT 207 BENNETT ST. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY ESTIMATE #1 IN THE AMOUNT OF \$169,077.05 TO CJ MORGAN FOR SEWER REPAIR AT CENTRAL AVE AND HILLCREST LOOP

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ESTIMATE #1 IN THE AMOUNT OF \$169,077.05 TO CJ MORGAN PER SHOWS, DEARMAN AND WAITS RECOMMENDATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING

ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PAY ESTIMATE #1 IN THE AMOUNT OF \$43,307.75 TO SUNCOAST INFRASTRUCTURE FOR SEWER REPAIR AT E CENTRAL AVE AND HILLCREST LOOP

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY ESTIMATE #1 IN THE AMOUNT OF \$43,307.75 TO SUNCOAST INFRASTRUCTURE PER SHOWS, DEARMAN AND WAITS RECOMMENDATION. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO REAPPOINT CHARLES KENDRICK TO THE PLANNING COMMISSION.

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO REAPPOINT CHARLES KENDRICK AS WARD 4 PLANNING COMMISSIONER FOR A TERM TO EXPIRE JULY 2023. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE RESIGNATION OF LLOYD ISHEE IN THE RECREATION DEPT

THEREUPON, ALDERMAN KING MADE A MOTION TO ACCEPT THE RESIGNATION OF LLOYD ISHEE IN THE RECREATION DEPT EFFECTIVE MAY 23, 2018. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE MEMORANDUM OF UNDERSTANDING WITH GOV DEALS FOR ONLINE AUCTION SERVICES

EXHIBIT "D"

MOU – GOV DEALS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE MEMORANDUM OF UNDERSTANDING WITH GOV DEALS FOR ONLINE AUCTION SERVICES. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON

ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 142 E 2ND AVE.

THEREUPON, ALDERMAN KING NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 142 E 2ND AVE IN THE AMOUNT OF \$340.80. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE DOCKET OF CLAIMS FOR THE MONTH OF MAY 2018

EXHIBIT "E"

DOCKET OF CLAIMS

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE CITY CLERK TO PAY THE DOCKET OF CLAIMS FOR THE MONTH OF MAY 2018. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE LAND USE AGREEMENT WITH FORREST COUNTY FOR THE BARRONTOWN, SUNRISE AND LEEVILLE COMMUNITY CENTERS.

EXHIBIT "F"

LAND USE AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE LAND USE AGREEMENT WITH FORREST COUNTY FOR THE BARRONTOWN, SUNRISE AND LEEVILLE COMMUNITY CENTERS. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE WARRANTY DEED FROM CASTLEWOOD, LLC

EXHIBIT "G"

DEED

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE WARRANTY DEED FROM CASTELWOODS, LLC FOR ROADS IN SUBDIVISION. ALDERMAN CLAYTON SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR MICHAEL CRAWFORD TO ATTEND TASER INSTRUCTOR SCHOOL AT CAMP SHELBY, MS

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO AUTHORIZE MICHAEL CRAWFORD TO ATTEND TASER INSTRUCTOR SCHOOL AT CAMP SHELBY, MS ON SEPT. 17, 2018 AT A COST OF \$325.00. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR BRENT CHENNAULT TO ATTEND POLICE CONFERENCE SCHOOL TO TEACH CPR ON JUNE 20, 2018.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE BRENT CHENNAULT TO ATTEND POLICE CONFERENCE SCHOOL TO TEACH CPR ON JUNE 20, 2018 AT NO COST. ALDERMAN KING SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR MARION SIMS TO ATTEND POLICE CONFERENCE SCHOOL TO TEACH CPR ON JUNE 20, 2018.

THEREUPON, ALDERMAN KING MADE A MOTION TO AUTHORIZE MARION SIMS TO ATTEND POLICE CONFERENCE SCHOOL TO TEACH CPR ON JUNE 20, 2018. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER TRANSFERRING AMANDA RICHARDSON TO PART TIME

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
TRANSFER AMANDA RICHARDSON

IT IS HEREBY ORDERED THAT AMANDA RICHARDSON
BE TRANSFERRED FROM FULL TIME TO PART TIME
IN THE FIRE DEPT AT A RATE OF \$10.00 PER HOUR
EFFECTIVE JUNE 5, 2018

SO ORDERED THIS THE 5TH DAY OF JUNE 2018

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN AMACKER
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING BROOKS SMITH FULL TIME IN THE
FIRE DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
HIRE A FULL TIME FIREFIGHTER

IT IS HEREBY ORDERED THAT BROOKS SMITH
BE HIRED AS 1ST CLASS FIREFIGHTER FULL
TIME AT A RATE OF \$12.64 PER HOUR
EFFECTIVE JUNE 11, 2018

SO ORDERED THIS THE 5TH DAY OF JUNE 2018

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING JOSHUA ARUNDEL FULL TIME IN
THE WATER DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
HIRE A FULL LABORER

IT IS HEREBY ORDERED THAT JOSHUA ARUNDEL
BE HIRED FULL TIME IN THE WATER DEPT
AT A RATE OF \$10.00 PER HOUR
EFFECTIVE JUNE 7, 2018

SO ORDERED THIS THE 5TH DAY OF JUNE 2018

THEREUPON, ALDERMAN KING MADE A MOTION TO ADOPT THE FOREGOING ORDER. ALDERMAN AMACKER
SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING WILLIAM LOTT FULL TIME IN THE RECREATION DEPT

ORDER

WHEREAS THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF PETAL DEEM IT NECESSARY TO
HIRE A FULL TIME LABORER

IT IS HEREBY ORDERED THAT WILLIAM LOTT
BE HIRED FULL TIME IN THE RECREATION DEPT
AT A RATE OF \$9.50 PER HOUR
EFFECTIVE MAY 25, 2018

SO ORDERED THIS THE 5TH DAY OF JUNE 2018

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR FURTHER PUBLIC COMMENT.

THEREUPON, VALERIE WILSON ANNOUNCED THAT ENOUGH SPONSORSHIPS HAVE COME IN TO PAY EXPENSE FOR THE JULY 3RD CELEBRATION. THERE WILL BE FOUR BANDS AND PLENTY OF VENDORS. JULY 3, 2018 5:00 P.M. – 10:00 P.M. AT THE PETAL RIVER PARK.

THEREUPON, VALERIE ALSO REQUESTED THAT THE PETAL FARMER'S MARKET BE ALLOWED TO BLOCK OFF E CENTRAL AVE FROM MCDONALD'S TO MORRIS STREET ON SATURDAY DURING THE FARMER'S MARKET.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE THE BLOCKING OF E CENTRAL AVE FROM MCDONALD'S TO MORRIS ST DURING THE FARMERS MARKET. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR EXECUTIVE SESSION.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO CLEAR THE ROOM TO SEE THE NEED FOR EXECUTIVE SESSION. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ENTER INTO EXECUTIVE SESSION. ALDERMAN BULLOCK SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO ADJOURN THE EXECUTIVE SESSION. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO TERMINATE COLEMAN PICKETT IN THE WATER DEPT EFFECTIVE IMMEDIATELY

THEREUPON, ALDERMAN BULLOCK MADE A MOTION TO TERMINATE COLEMAN PICKETT IN THE WATER DEPT EFFECTIVE IMMEDIATELY. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ADJOURN THE REGULAR MEETING OF JUNE 5, 2018. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN CRAIG BULLOCK
ALDERMAN DAVID CLAYTON
ALDERMAN TONY DUCKER
ALDERMAN WILLIAM KING
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THERE BEING NO FURTHER BUSINESS, THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF PETAL, MISSISSIPPI WAS ADJOURNED.


MAYOR HAL MARX



EXHIBIT "A"

RESOLUTION

Resolution finding and determining that the property located at 210 E Central Ave in Petal, Mississippi and owned by Muriel Fokakis, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 210 E Central Ave., Parcel# 3-030B-01-067,00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned,

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 210 E Central Ave., Parcel # 3-030B-01-067,00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11,

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of June, 2018 A.D.


Melina Martin
Melissa Martin, City Clerk


Hal Marx, Mayor


Melina Martin
Melissa Martin, City Clerk


Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 309 Mitchell St in Petal, Mississippi and owned by Charles Martin Shade, is in such a state of uncleanness and disrepair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 309 Mitchell St, Parcel# 3-022N-35-057,00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned,

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 309 Mitchell St, Parcel # 3-022N-35-057,00, in Petal, Mississippi is in such a state of uncleanness and disrepair as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11,

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of June, 2018 A.D.

RESOLUTION

Resolution finding and determining that the property located at 736 S George St in Petal, Mississippi and owned by Shannon Evans, is in such a state of disrepair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 736 S George St., Parcel# 3-030F-02-084,00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned,

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 736 S George St., Parcel # 3-030F-02-084,00, in Petal, Mississippi is in such a state of disrepair as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11,


SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of June, 2018 A.D.


Melina Martin
Melissa Martin, City Clerk


Hal Marx, Mayor


Melina Martin
Melissa Martin, City Clerk


Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 149 E Second Ave in Petal, Mississippi and owned by Lula Mae Wilson, is in such a state of uncleanness and disrepair as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 149 E Second Ave., Parcel# 3-022O-36-142,00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned,

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 149 E Second Ave., Parcel # 3-022O-36-142,00, in Petal, Mississippi is in such a state of uncleanness and disrepair as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11,

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of June, 2018 A.D.

EXHIBIT "A"

RESOLUTION

Resolution finding and determining that the property located on Holmes St in Petal, Mississippi and owned by Josh Hancock, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located on Holmes St, Parcel# 3-030F-02-047.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 200 Clark St, Parcel # 3-030F-02-047.00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of June, 2018 A.D.



Melissa Martin
Melissa Martin, City Clerk

Hal Marx
Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 400 Smith St in Petal, Mississippi and owned by Sterlin & Amanda Kuhlmann, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 400 Smith St, Parcel# 3-030G-01-055.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 400 Smith St, Parcel # 3-030G-01-055.00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of June, 2018 A.D.



Melissa Martin
Melissa Martin, City Clerk

Hal Marx
Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 200 Clark St in Petal, Mississippi and owned by Liz Stuart, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 200 Clark St, Parcel# 3-0220-36-041.00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 200 Clark St, Parcel # 3-0220-36-041.00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of June, 2018 A.D.



Melissa Martin
Melissa Martin, City Clerk

Hal Marx
Hal Marx, Mayor

EXHIBIT "A"

RESOLUTION

Resolution finding and determining that the property located at 705 Holmes St in Petal, Mississippi and owned by Catherine Harris, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 705 Holmes St, Parcel# 3-030F-02-050,00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned,

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 705 Holmes St. Parcel # 3-030F-02-050,00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of June, 2018 A.D.



Melissa Martin
Melissa Martin, City Clerk

Hal Marx
Hal Marx, Mayor

RESOLUTION

Resolution finding and determining that the property located at 300 W Seventh Ave in Petal, Mississippi and owned by Jason & Frieda Windham, is in such a state of uncleanness as to be a menace to the public health and safety of the community

WHEREAS, due and proper notice has been given to the owners of the property located at 300 W Seventh Ave, Parcel# 3-030C-02-172,00 in Petal, Mississippi of a hearing conducted before the Mayor and Board of Aldermen of the City of Petal to determine that said property needs to be cleaned.

WHEREAS, said hearing having been duly and properly held and evidence having been presented, all in conformance with Section 21-19-11 of the Mississippi Code of 1972 as amended,

NOW THEREFORE, BE IT RESOLVED;

SECTION 1.

That the property located at 300 W Seventh Ave, Parcel # 3-030C-02-172,00, in Petal, Mississippi is in such a state of uncleanness as to be a menace to the public health and safety of the community, and

SECTION 2.

That if the owner of said property has not brought the property up to code within ten (10) days, the City of Petal shall, by the use of Municipal Employees or by Contract, proceed to clean the property by exercising its rights under the "Cleaning of Private Property" section of the Mississippi code 21-19-11.

SECTION 3.

That all cost incurred by the Municipality, if any, plus penalty, if any, shall become as assessment against said property, all authorized and permitted pursuant to Section 29-19-11 of the Mississippi Code of 1972, as amended.

SO RESOLVED, on this the 5th day of June, 2018 A.D.



Melissa Martin
Melissa Martin, City Clerk

Hal Marx
Hal Marx, Mayor

EXHIBIT "B"



Proclamation

June is Scoliosis Awareness Month

WHEREAS Scoliosis is an idiopathic condition that causes an abnormal curvature of the spine affecting about 7 million Americans; and,

WHEREAS approximately one million Scoliosis patients utilize health care each year, and nearly one in six children diagnosed with the condition has a curve that requires active medical treatment; and,

WHEREAS the primary onset of Scoliosis is between the ages of 10 and 15, but screening and early detection allows for treatment opportunities that may alleviate the worst effects of the condition; and,

WHEREAS Scoliosis Awareness Month offers the opportunity to recognize the need for increased funding and research to reduce pain and suffering;

THEREFORE, do We, the Mayor and Aldermen of the City of Petal, Mississippi, proclaim the month of June, 2018 as ***Scoliosis Awareness Month*** in the City of Petal

A handwritten signature in cursive script, appearing to read "Melissa Martin", is written over a horizontal line.

Melissa Martin, City Clerk

Hal Marx, Mayor



EXHIBIT "C"

PROCLAMATION NATIONAL NIGHT OUT 2018

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 7th, 2018 entitled "National Night Out"; and

WHEREAS, the "35th Annual National Night Out" provides a unique opportunity for the City of Petal to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

WHEREAS, the City of Petal plays a vital role in assisting the Petal Police Dept through joint crime, drug and violence prevention efforts in the City of Petal and is supporting "National Night Out 2018" locally; and

WHEREAS, it is essential that all citizens of the City of Petal be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in the City of Petal; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program;

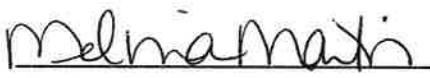
NOW, THEREFORE WE, MAYOR HAL MARX and the BOARD OF ALDERMEN do hereby call upon all citizens of the City of Petal to join the National Association of Town Watch in supporting "35th Annual National Night Out" on August 7th, 2018.

FURTHER, LET IT BE RESOLVED THAT, I, MAYOR HAL MARX do hereby proclaim Tuesday, August 7th, 2018 as "National Night Out" in the City of Petal, MS.



Mayor Hal Marx

Attest:



Melissa Martin, City Clerk

EXHIBIT "D"

GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the City of Petal ("Client"), having its principal place of business 101 West Eighth Avenue - Petal, Mississippi 39465.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1** Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 Payment:**
 - 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

EXHIBIT A - Online Auction Memo of Understanding

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5% fee, but not less than \$5.00, which will be reduced according to the Tiered Fee Reduction Schedule described below. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5% fee, but not less than \$5.00, and is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee based on the Tiered Fee Reduction Schedule described below. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, and any special fees and sales tax. GovDeals will invoice the client each month for fees on items sold in the previous month. This invoice will equal the Administrative fees collected, therefore, making the client's effective fee zero percent (0%). The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

- Option B1:** The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium.*
- Option B2:** The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.
- Option B3:** The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.
- Option B4:** The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

*If the Client chooses to pay the full 7.5% fee, they will have access to the Tiered Fee Reduction Schedule.

Tiered Fee Reduction Schedule

GovDeals' Tiered Fee Reduction Schedule below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

- 1. When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.
- 2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
- 3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$900,000 up to \$1,000,000.
- 4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Mississippi.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: City of Petal

Signature: _____

Signature: _____

Print Name: Roger Grayley

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
100 Capitol Commerce Blvd, Ste 110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

Flexible Pricing Options (FPO)	
Select one from options described in GovDeals Memo of Understanding- Exhibit A:	
Client Collects Proceeds	
MACROBUTTON HTMLDirect	<input type="checkbox"/>
Option A1	(7.5% Seller- 0% Buyer)
MACROBUTTON HTMLDirect	<input type="checkbox"/>
Option A2	(0% Seller- 7.5% Buyer)
Client elects FSS (GovDeals collects Proceeds)	
MACROBUTTON HTMLDirect	<input type="checkbox"/>
Option B1	(7.5% Seller- 5% Buyer)
MACROBUTTON HTMLDirect	<input type="checkbox"/>

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as "Picked Up". However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals. GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in "picked up" status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

EXHIBIT "D"

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below.

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact: _____
(Person to receive checks and invoices) Name and Title

E-Mail Address: _____

Phone Number: _____

Please choose only one option for payment.
Payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to: _____
Client's Legal Name

Mail check to: _____
Street Address / P.O. Box Number

City, State and Zip Code

Please check here only if Client elects to NOT allow GovDeals to deduct the GovDeals fees from proceeds due to the client.

- PayPal
- Wire Transfer
- Visa
- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***The next section (payment) is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

*Payment. Payment in full is due not later than 5 business days from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds - **mandatory**)

Checks shall be made payable to: **City of Petal**. Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within ten (10) business days from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will Seller assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of

EXHIBIT C - Online Auction Memo of Understanding

City of Petal

Petal, Mississippi

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "AS IS, WHERE IS." City of Petal (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages - special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from GovDeals.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than 5 business days from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website. Acceptable forms of payment are:

each page of each asset listed on GovDeals. Special instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the Seller may bid on the property listed for auction, so long as they do NOT bid while on duty.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors like Hancock Bank, Herring, Michael, and others.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors like Dixie Electric Power Assn, Herring, Michael, and others.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors like Kendrick, Charles, Kittrell, Lewis, and others.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Lists various vendors like Dixie Electric Power Assn, ESSCO Air Condition, and others.

CITY OF PETAL MINUTE BOOK 36 EXHIBIT "E"

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes various vendors like SHOWS, DEARMAN & WAITS INC, SOLAR SUPPLY INC, etc.

Summary section for Melissa Martin with Total for Lynn Campfield: 2,064,489.88. Includes vendor rows for BETHLEY, MICHAEL; BOLTON, BRITNEY; BOWMAN, MARINELLE W.

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes vendors like CITY OF PETAL, HENDERSON, EVAN R, LEWIS JR, etc.

Summary section for Wendy Lampton with Total for Melissa Martin: 119,988.85. Includes vendor rows for AFLAC, BUILDING OFFICIALS ASSOC OF MISS, etc.

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes vendors like MID-SOUTH UNIFORM SUPPLY, MISSISSIPPI POWER CO, etc.

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes vendors like PETAL ANIMAL CLINIC, PETAL CHAMBER OF COMMERCE, etc.

Summary section for Melissa Martin with Total for Melissa Martin: 119,988.85. Includes vendor rows for RICHARDSON ELECTRICAL, RODGERS, BILL, etc.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes rows for SUN LIFE FINANCIAL, U.S. POSTAL SERVICE, UNITED HEALTH CARE INSURANCE C, and United States Treasury.

Total for Wendy Lampton

Report Total:

381,926.97 0.00 2,566,405.70 2,061,431.48

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes rows for FORREST COUNTY CHANCERY, Garnishment Vendor, MARTIN, MELISSA F, MS Def Compensation, and MS Department of Revenue.

City of Petal (Wendy & Lynn) Accounts Payable Status Report

Table with columns: Org Name & Lookup, Invoice Date, Invoice Number, A/P Due Date, A/P Description, Original A/P Owed, Balance Due. Includes rows for MS Department of Revenue, MS Dept of Human Services, New York Life, Pavilion Refunds, PERS, and Southern States PBA, Inc.

CITY OF PETAL MINUTE BOOK 36 EXHIBIT "E"

EXHIBIT "F"

Permission for Land Use Between Forrest County Board of Supervisors (Burkett Ross) and City of Petal Athletics/Petal Sports Association

Forrest County Board of Supervisors give permission to City of Petal Athletics/Petal Sports Association to use the properties: Barrontown Community Center, PYSA Football Complex, located at 460 Herrington Road, Petal, MS 39465; Sunrise Community Center, Softball Complex and PYSA Soccer Fields, located at 338 Sunrise Rd, Petal, MS 39465; and Leeville Community Center, located at 516 Lynn Ray Rd, Petal, MS 39465 as recreational facilities for City of Petal, Forrest County and surrounding areas, for the term of ___ years beginning _____ and ending _____.

This agreement may be renewed with the approval of both the property owner and City of Petal Athletics/Petal Sports Association at the end of the agreement period. All questions about the use of the facilities have discussed with the Athletic Director to my satisfaction.

The City of Petal Athletics/Petal Sports Association agrees to indemnify and save harmless the property owner from all damages and claims arising out of any act, omission or neglect by the City of Petal Athletics/Petal Sports Association, and from any and all actions or causes of action arising from the occupation or use of the property.

The City of Petal Parks and Recreations Department agrees to maintain the grass on the Barrontown Football Field, that is the football field to the fence. The City of Petal Parks and Recreations Department also agrees to clean the restrooms for the football field and to pick up any trash left after City of Petal Athletics/Petal Sports Association events.

As the property owner, I agree to notify the City of Petal Athletic/Petal Sports Association of any change in land ownership, development, or use 60 days prior to the change in status.

Property owner's signature

Date

City of Petal Athletic Director's signature

Date

City Of Petal

Date

EXHIBIT "G"

Prepared by and Return to:
Joseph M. Gianola, Jr., Esq. (MSB# 101972)
Stribling Law Firm, PLLC
63 98 Place Boulevard
Hattiesburg, Mississippi 39402
(601) 265-9454

Indexing Instructions: NW 1/4 of the NW 1/4 of Section 34, TSN, R12W,
Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor,

CASTLEWOODS, LLC,
A Mississippi limited liability company,
P.O. Box 947
Petal, Mississippi 39465
(601) 583-3778

does hereby grant, bargain, sell, convey and warrant unto the Grantee,

CITY OF PETAL,
A Mississippi municipality
P.O. Box 564
Petal, Mississippi 39465
(601) 545-1776

the following described real property lying and being situated in the Forrest County, Mississippi, and being more particularly described as follows, to-wit:

PARCEL A:

A parcel of land being located in the NW 1/4 of the NW 1/4 of Section 34, Township 5 North, Range 12 West, Forrest County, Mississippi, having bearings based on

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East right of way of Twin Lakes Road; thence leaving said East right of way, run 64.67 feet along a curve to the right, said curve having a radius of 437.80 feet, a chord bearing of South 84 degrees 56 minutes 11 seconds East and a chord length of 64.61 feet; thence run 43.50 feet along a curve to the left to and for the POINT OF BEGINNING, said curve having a radius of 25.00 feet, a chord bearing of North 49 degrees 50 minutes 30 seconds East and a chord length of 38.21 feet; thence run North for 711.74 feet; thence run 21.68 feet along a curve to the left, said curve having a radius of 25.00 feet, a chord bearing of North 24 degrees 50 minutes 24 seconds West and a chord length of 21.00 feet; thence run 216.02 feet along a curve to the right, said curve having a radius of 60.00 feet, a chord bearing of North 53 degrees 27 minutes 43 seconds East and a chord length of 116.86 feet; thence run 22.48 feet along a curve to the left, said curve having a radius of 25.00 feet, a chord bearing of South 49 degrees 09 minutes 29 seconds East and a chord length of 21.73 feet; thence run 240.97 feet along a curve to the right, said curve having a radius of 260.00 feet, a chord bearing of South 48 degrees 22 minutes 05 seconds East and a chord length of 232.44 feet; thence run South 21 degrees 49 minutes 00 seconds East for 94.10 feet; thence run 253.97 feet along a curve to the left, said curve having a radius of 400.00 feet, a chord bearing of South 40 degrees 00 minutes 22 seconds East and a chord length of 249.73 feet; thence run South 58 degrees 11 minutes 44 seconds East for 121.09 feet; thence run 39.27 feet along a curve to the left, said curve having a radius of 25.00 feet, a chord bearing of North 76 degrees 48 minutes 16 seconds East and a chord length of 35.36 feet; thence run North 31 degrees 48 minutes 16 seconds East for 145.01 feet; thence run 38.01 feet along a curve to the right, said curve having a radius of 360.00 feet, a chord bearing of North 34 degrees 11 minutes 33 seconds East and a chord length of 30.00 feet; thence run South 58 degrees 12 minutes 27 seconds East for 60.25 feet; thence run 30.04 feet along a curve to the left, said curve having a radius of 300.00 feet, a chord bearing of South 34 degrees 40 minutes 22 seconds West and a chord length of 30.03 feet; thence run South 31 degrees 48 minutes 16 seconds West for 145.01 feet; thence run 39.27 feet along a curve to the left, said curve having a radius of 25.00 feet, a chord bearing of South 13 degrees 11 minutes 44 seconds East and a chord length of 35.36 feet; thence run South 58 degrees 11 minutes 44 seconds East for 197.80 feet; thence run 162.51 feet along a curve to the right, said curve having a radius of 160.00 feet, a chord bearing of South 29 degrees 05 minutes 52 degrees East and a chord length of 155.62 feet; thence run South for 15.76 feet; thence run South 71 degrees 06 minutes 41 seconds West for 63.41 feet; thence run North for 36.29 feet; thence run 101.57 feet along a curve to the left, said curve having a radius of 100.00 feet, a chord bearing of North 29 degrees 05 minutes 52 seconds West and a chord length of 97.26 feet; thence run North 58 degrees 11 minutes 44 seconds West for 355.61 feet; thence run 36.55 feet along a curve to the left, said curve having a radius of 20.00 feet, a chord bearing of South 69 degrees 27 minutes 12 seconds West and a chord length of 31.67 feet; thence run 224.48 feet along a curve to the right, said curve having a radius of 60.00 feet, a chord bearing of North 55 degrees 42 minutes 50 seconds West and a chord length of 114.64 feet; thence run 34.96 feet along a curve to the left, said curve having a radius of 20.00 feet, a chord bearing of North 01 degrees 23 minutes 59 seconds East and a chord length of 30.67 feet; thence run 215.59 feet along a curve to the right, said curve having a radius of 460.00 feet, a chord bearing of North 35 degrees 14 minutes 36 seconds West and a chord length of 213.62 feet; thence run North 21 degrees 49 minutes 00 seconds West for 94.10 feet; thence run 178.69 feet along a curve to the left, said curve having a radius of 200.00 feet, a chord bearing of North 47 degrees 24 minutes 46 seconds West and a

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Grid North and being more particularly described as follows:

Commence at the Northwest corner of the NW 1/4 of the NW 1/4 of Section 34, Township 5 North, range 12 West, Forrest County, Mississippi; thence run South 00 degrees 27 minutes 42 seconds West along the West line of the NW 1/4 of the NW 1/4 for 1062.69 feet to a point on the West right of way of Twin Lakes Road; thence leaving said West line, run East for 50.00 feet to a point on the East right of way of Twin Lakes Road to and for the POINT OF BEGINNING; thence leaving said East right of way, run 64.67 feet along a curve to the right, said curve having a radius of 437.80 feet, a chord bearing of South 84 degrees 56 minutes 11 seconds East and a chord length of 64.61 feet; thence run 43.50 feet along a curve to the left, said curve having a radius of 25.00 feet, a chord bearing of North 49 degrees 50 minutes 30 seconds East and a chord length of 38.21 feet; thence run South 63 degrees 36 minutes 11 seconds East for 66.98 feet; thence run 32.03 feet along a curve to the left, said curve having a radius of 25.00 feet, a chord bearing of South 36 degrees 42 minutes 18 seconds East and a chord length of 29.88 feet; thence run South 73 degrees 24 minutes 37 seconds East for 37.23 feet; thence run 58.67 feet along a curve to the left, said curve having a radius of 200.00 feet, a chord bearing of South 81 degrees 48 minutes 52 seconds East and a chord length of 58.46 feet; thence run North 89 degrees 46 minutes 53 seconds East for 654.61 feet; thence run 39.17 feet along a curve to the left, said curve having a radius of 25.00 feet, a chord bearing of North 44 degrees 53 minutes 27 seconds East and a chord length of 35.29 feet; thence run North 71 degrees 06 minutes 41 seconds East for 63.41 feet; thence run 38.22 feet along a curve to the left, said curve having a radius of 20.00 feet, a chord bearing of South 54 degrees 44 minutes 48 seconds East and a chord length of 32.66 feet; thence run 261.06 feet along a curve to the right, said curve having a radius of 60.00 feet, a chord bearing of South 15 degrees 09 minutes 16 seconds West and a chord length of 98.72 feet; thence run 21.83 feet along a curve to the left, said curve having a radius of 25.00 feet, a chord bearing of North 65 degrees 12 minutes 29 seconds West and a chord length of 21.14 feet; thence run South 89 degrees 46 minutes 53 seconds West for 749.63 feet; thence run 88.01 feet along a curve to the right, said curve having a radius of 300.00 feet, a chord bearing of North 81 degrees 48 minutes 52 seconds West and a chord length of 87.69 feet; thence run North 73 degrees 24 minutes 37 seconds West for 64.64 feet; thence run 89.51 feet along a curve to the left to a point on the West right of way of Twin Lakes Road, said curve having a radius of 367.80 feet, a chord bearing of North 81 degrees 40 minutes 44 seconds West and a chord length of 89.29 feet; thence run North 00 degrees 27 minutes 41 seconds East along said East right of way for 70.00 feet back to the point of beginning, said parcel contains 1.79 acres more or less.

AND ALSO:

PARCEL B-E:

A parcel of land being located in the NW 1/4 of the NW 1/4 of Section 34, Township 5 North, Range 12 West, Forrest County, Mississippi, having bearings based on Grid North and being more particularly described as follows:

Commence at the Northwest corner of the NW 1/4 of the NW 1/4 of Section 34, Township 5 North, range 12 West, Forrest County, Mississippi; thence run South 00 degrees 27 minutes 42 seconds West along the West line of the NW 1/4 of the NW 1/4 for 1062.69 feet to a point on the West right of way of Twin Lakes Road; thence leaving said West line and said right of way, run East for 50.00 feet to a point on the

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chord length of 172.81 feet; thence run 46.68 feet along a curve to the left, said curve having a radius of 25.00 feet, a chord bearing of South 53 degrees 29 minutes 44 seconds West and a chord length of 40.19 feet; thence run South for 732.26 feet; thence run North 63 degrees 36 minutes 11 seconds West for 66.98 feet back to the Point of Beginning. Said parcel contains 3.42 acres more or less.

The above described description also being known as the proposed roads (A-E) of the proposed Castlewoods Subdivision.

Said conveyance is subject to any Covenants, Restrictions, and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Forrest County, Mississippi.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

The Grantor agrees to pay any ad valorem taxes which become due for the current year.

WITNESS THE SIGNATURE of the grantor on the date of its respective acknowledgement.

CASTLEWOODS, LLC
A Mississippi limited liability company

BY: _____
Stephen M. Fairley, managing member

STATE OF MISSISSIPPI
COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for the said county and state, on this the ____ day of June, 2018, within my jurisdiction, the within named Stephen M. Fairley, who acknowledged that he is managing member of Castlewoods, LLC, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

My Commission Expires: _____

Notary Public

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