

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 MARCH 16, 2021 AT 6:00 P.M. IN THE BOARDROOM OF SAID CITY.

THOSE PRESENT

MAYOR	HAL MARX
ATTORNEY	ROCKY EATON
ALDERMEN	BRAD AMACKER TONY DUCKER CLINT MOORE STEVE STRINGER
OTHERS	VALERIE WILSON DREW BRICKSON OTHERS

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

THE INVOCATION WAS OFFERED BY TONY DUCKER

THE PLEDGE OF ALLEGIANCE WAS RECITED.

WHEREAS, MAYOR MARX PRESENTED THE AGENDA WITH THE FOLLOWING AMENDMENTS.

GENERAL BUSINESS

Request to adjust water services billed to 112 Centre Circle in the amount of \$84.00 due to a leak.

Request to accept deed from Hattiesburg Clinic for parcels of land known as Parkway lane.

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE MINUTES FROM THE REGULAR MEETING OF MARCH 2, 2021.

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR MEETING OF MARCH 2, 2021 AS WRITTEN. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING RESOLUTION AUTHORIZING HAL MARX TO REQUEST ACTIVATION OF A TRANSPORTATION ALTERNATIVE FOR S MAIN ST SIDEWALK PROJECT THROUGH MDOT

EXHIBIT "A"

RESOLUTION

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT A CONDITIONAL USE ALLOWING FOR RETAIL SALES OVER 10,000 SQ FT IN A C-1 ZONING FOR PROPERTY LOCATED AT CORNER OF MS HWY 42 AND TWIN LAKES RD

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO GRANT A CONDITIONAL USE ALLOWING RETAIL SALES DEVELOPMENT OVER 10,000 SQ FT IN A C-1 ZONE FOR PROPERTY LOCATED AT CORNER OF MS HWY 42 AND TWIN LAKES RD PER THE PLANNING COMMISSION RECOMMENDATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT A VARIANCE ALLOWING TRACTOR SUPPLY TO HAVE 77 PARKING SPACES INSTEAD OF 115

THEREUPON, ALDERMAN MOORE MADE A MOTION TO GRANT A VARIANCE ALLOWING TRACTOR SUPPLY TO HAVE 77 PARKING SPACES INSTEAD OF 115 PER THE PLANNING COMMISSION RECOMMENDATION. ALDERMAN DUCKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE PLANNING COMMISSION RECOMMENDATION TO GRANT A VARIANCE FROM SECTION 11.23(E)(2) TO ALLOW PAVED AND STRIPED TERMINAL ISLANDS IN LIEU OF LANDSCAPED TERMINAL ISLANDS AND ALLOW MORE THAN 12 SPACES IN A ROW

THEREUPON, ALDERMAN MOORE MADE A MOTION TO GRANT A VARIANCE FROM SECTION 11.23 (e)(2) TO ALLOW PAVED AND STRIPED TERMINAL ISLANDS IN LIEU OF LANDSCAPED TERMINAL ISLANDS AND ALLOW MORE THAN TWELVE (12) SPACES IN A ROW AT TRACOR SUPPLY PER THE PLANNING COMMISSION RECOMMENDATION. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED THE REVENUE & EXPENDITURES FOR THE MONTH OF FEBRUARY 2021

THEREUPON, ALDERMAN AMACKER MADE A MOTION TO ACCEPT THE REVENUE & EXPENDITURES REPORT FOR THE MONTH OF FEBRUARY 2021. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A PROPOSAL FROM MUNICODE FOR MEETING & AGENDA MANAGEMENT

EXHIBIT "B"

PROPOSAL

THEREUPON, ALDERMAN DUCKER MADE A MOTION TO ACCEPT THE PROPOSAL FROM MUNICODE FOR MEETING & AGENDA MANAGEMENT AT A COST OF \$4800.00. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

THEREUPON, ALDERMAN LOTT ENTERED THE ROOM

WHEREAS, MAYOR MARX PRESENTED THE FUNDING AGREEMENT WITH THE DEPT OF FINANCE FOR SECTION 35 OF HB1730, 2020 REGULAR LEGISLATIVE SESSION

EXHIBIT "C"

FUNDING AGREEMENT

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE FUNDING GRANT AGEEMENT WITH THE DEPT OF FINANCE FOR SECTION 35 OF HB1730, 2020 REGULAR LEGISLATIVE SESSION. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF FEBRUARY 2021

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO ACCEPT THE PRIVILEGE LICENSE REPORT FOR THE MONTH OF FEBRUARY 2021. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO RENEW THE AD IN THE PETAL GUIDE

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO RENEW THE AD IN THE PETAL GUIDE AT A COST OF \$399.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO PLACE A 3-WAY STOP AT PECAN TERRACE AND MARGARET AVE AND SET THE SPEED LIMIT ON PECAN TERRACE AT 20MPH

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO PLACE A 3-WAY STOP AT PECAN TERRACE AND MARGARET AVE AND SET THE SPEED LIMIT ON PECAN TERRACE AT 20MPH. ALDERMAN AMACKER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING PROOFS OF PUBLICATION

- PUBLIC NOTICE – TWIN LAKES RD/HWY 42 HEARING

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE FOREGOING PROOF OF PUBLICATION FOR FILING. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ADJUST WATER SERVICES BILLED TO 112 CENTRE CIRCLE DUE TO A LEAK

THEREUPON, ALDERMAN STRINGER NOTED EVIDENCE OF A REPAIRED LEAK AND MADE A MOTION TO AUTHORIZE THE CITY CLERK TO ADJUST WATER SERVICES BILLED TO 112 CENTRE CIRCLE IN THE AMOUNT OF \$84.00 ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ACCEPT THE DEED FROM HATTIESBURG CLINIC FOR PARCELS OF LAND KNOWN AS PARKWAY LANE

EXHIBIT “D”

DEED

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ACCEPT THE DEED FROM HATTIESBURG CLINIC FOR PARCELS OF LAND KNOWN AS PARKWAY LANE. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING “AYE”

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING “NAY”

NONE

WHEREAS, MAYOR MARX PRESENTED A REQUEST FOR CODY CRAWFORD AND DANIEL KLEM TO ATTEND PATROL RIFLE INSTRUCTOR SCHOOL IN COLUMBIA, MS ON MARCH 29 – APRIL 2, 2021

THEREUPON, ALDERMAN STRINGER MADE A MOTION TO AUTHORIZE CODY CRAWFORD AND DANIEL KLEM TO ATTEND PATROL RIFLE INSTRUCTOR SCHOOL IN COLUMBIA, MS ON MARCH 29 – APRIL 2, 2021 AT A COST OF \$1,000.00. ALDERMAN MOORE SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING LACEY SMITH IN THE POLICE DEPT

ORDER

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

IT IS HEREBY ORDERED THAT LACEY SMITH
BE HIRED FULL TIME AS 3RD CLASS DISPATCHER
AT A RATE OF \$13.48 PER HOUR EFFECTIVE
MARCH 4, 2021

SO ORDERED THIS THE 16TH DAY OF MARCH 2021

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX PRESENTED THE FOLLOWING ORDER HIRING ROBERT ARRAZATTE IN THE POLICE
DEPT

ORDER

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

IT IS HEREBY ORDERED THAT ROBERT ARRAZATTE
BE HIRED FULL TIME AS 1ST CLASS PATROL AT A
RATE OF \$17.1223 PER HOUR EFFECTIVE
MARCH 24, 2021

SO ORDERED THIS THE 16TH DAY OF MARCH 2021

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

WHEREAS, MAYOR MARX CALLED FOR PUBLIC COMMENT

THEREUPON, JARED GOULD ANNOUNCED HIS CANDIDACY FOR MAYOR.

THEREUPON, MATT LANGFORD REQUESTED AN ADJUSTMENT TO HIS BILL DUE TO ERROUNEIOUS BILLING.
HE HAS HAD A DUMPSTER AND HAS BEEN BEING BILLED FOR GARBAGE SERVICES HE ISN'T USING AT 28
BYRD PKWY. MAYOR MARX STATED THAT THE CITY CLERK CAN BRING THE BOARD A TOTAL EQUAL TO
THREE YEARS OF BILLING AND THE BOARD CAN VOTE TO ADJUST THE BILL AT THE NEXT MEETING.

THEREUPON, DR. CARL BURKETT ADDRESS THE BOARD IN OBJECTION TO THE FAIR BEING LOCATED AT THE CORNER OF SPRINGFIELD RD/HWY 42

THEREUPON, CAYLA CAMP STATED THAT A DIFFERENT BUSINESS GUIDE WILL BE COMING OUT SOON.

THEREUPON, VALERIE WILSON ANNOUNCED THE CANDIDATE FORUM WILL BE HELD AT THE PETAL CIVIC CENTER ON TUESDAY, MARCH 23, 2021 AT 6:00 P.M.

THEREUPON, JARED GOULD ANNOUNCED THERE IS ALSO A MEET & GREET PLANNED AT SULLY'S ON SUNDAY, MARCH 28, 2021 AT 3:00 P.M.

THEREUPON, GERALD STEELE ANNOUNCED HIS CANDIDACY FOR ALDERMAN WARD 1

THEREUPON, ANDRE HEATH ADDRESSED THE BOARD IN SUPPORT OF REV. BURKETT AND OPPOSITION OF THE FAIR ON SPRINGFIELD RD/HWY 42

WHEREAS, MAYOR MARX PRESENTED A REQUEST TO ENTER INTO EXECUTIVE SESSION TO DISCUSS PERSONNEL MATTERS

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

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

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
ALDERMAN CLINT MOORE
ALDERMAN STEVE STRINGER

THOSE PRESENT AND VOTING "NAY"

NONE

NO OFFICIAL ACTION WAS TAKEN IN EXECUTIVE SESSION.

THEREUPON, ALDERMAN MOORE MADE A MOTION TO ADJOURN THE REGULAR MEETING OF MARCH 16, 2021. ALDERMAN STRINGER SECONDED THE MOTION.

THOSE PRESENT AND VOTING "AYE"

ALDERMAN BRAD AMACKER
ALDERMAN TONY DUCKER
ALDERMAN MIKE LOTT
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.



Mel Martin
MELISSA MARTIN, CITY CLERK

Blm
MAYOR MARX

EXHIBIT "A"
RESOLUTION

WHEREAS, The City of Petal has been invited to apply for funding approval of a Transportation Alternatives (TA) project through the Mississippi Transportation Commission; and

WHEREAS, the City of Petal proposes to construct sidewalks along S. Main Street, E. 4th and Morris Street; at an estimated total project cost of \$1,206,200; and

WHEREAS, this project is eligible for 80% funding under the Transportation Alternatives Program (TAP) Program; and

WHEREAS, there are no known foreseeable legal impediments that exist that would prohibit the completion of the project; and;

WHEREAS, the project complies with applicable codes, standards and/or regulations required for completion; and;

NOW, THEREFORE, BE IT RESOLVED by the City of Petal, Mississippi:

1. Mayor Hal Marx be authorized to apply for funding approval of a Transportation Alternatives (TA) for S. Main Street Sidewalk Project.
2. Mayor Hal Marx be authorized to execute a certification document that no known foreseeable legal impediment exists that would prohibit completion of the project.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman Steve Stringer, seconded by Alderman Brad Amacker and was adopted by the by the following vote, to-wit:

Those present and voting "Aye"

Alderman Brad Amacker
Alderman Craig Bullock
Alderman Tony Ducker
Alderman Steve Stringer

Those present and voting "Nay"

None

The Mayor thereby declared the motion carried and the Resolution adopted this the 22nd day of September, 2020.



Attest:


Mayor Hal Marx


City Clerk, Melissa Martin

MEETING & AGENDA MANAGEMENT

Quote: The City of Petal, Mississippi

APPROVED

MAR 16 2021



municode
★
CONNECTING YOU & YOUR COMMUNITY



Gregg Huggins
PO Box 2235 Tallahassee, FL 32316
850-692-7068 ghuggins@municode.com

INTRODUCTION LETTER

March 10, 2021

Dear Selection Team:

Thank you for the opportunity to present The City of Petal with our quote for online meeting and agenda management services. Our Municode Meetings solution will streamline your process to create, approve and post meeting agendas and minutes.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over seventy years continually striving to make your job easier. When it comes to the meeting management process, Municode Meetings is simple and straight-forward, yet robust enough to satisfy the needs of our largest municipalities.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Meetings with our suite of online municipal solutions including ordinance integration (Municode NEXT) and website integration (Municode Meetings).

Municode Meetings allows clerks to mark ordinance agenda items as "approved" within Municode Meetings and have them auto-scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances. In addition, meetings auto-post to your Municode Web website calendar. These integrations include unified search and cross-links across each platform.

We are thrilled at the opportunity to partner with you on such an important initiative.

Sincerely,

Brian Gilday

Brian Gilday
President, Website/Meetings Division

MUNICODE MEETINGS FEATURES

Base

- Unlimited Meetings
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets
- Approve Items with Approval Workflow
- Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- Create Meeting Minutes
- Public In-Meeting Display (presentation screen to display current agenda item and voting results)
- Voting Support (verbal vote, vote by show of hands, or legislator-initiated voting via tablet/IPad/laptop)
- Roll Call
- Self-service video time stamping – you can add timestamps of your meeting agenda items to your meeting videos
- Integration with Municode Web website (meetings/calendar/search integration)
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours of webinar refresher training per year

Optional

- Video Time Stamping Service
- Municode Portal
- Board Management

SERVICE AND SUPPORT

Guaranteed Uptime

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

24x7 Customer support

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

Security upgrades

We will perform security upgrades and other optimizations during off hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PORTAL FEATURES (OPTIONAL)

Base

- Public Meetings Portal
- ADA Compliant HTML/CSS (WCAG 2.1 AA)
- Custom header with logo, choice of colors, and customizable menu links
- Search-less Search Engine (indexes the contents of PDF agendas and minutes)
- Meeting calendar
- Video integrations (Vimeo, YouTube, Suite One Media, Broadcast, custom 3rd party video providers)
- Ability to create meetings and upload PDF agendas/minutes
- Circle of Governance integrations (Municode Meetings, Municode Next)
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support

Optional

- Auto-import historical Meeting files (Agendas, Minutes) and search indexing
- Email Notifications
- Board Management

BOARD MANAGEMENT FEATURES (OPTIONAL)*

Base

- Unlimited boards and committees
- Manage term start/stop dates
- Export member data
- Online board application form
- Board member approvals
- Term Expiration Report
- Term Expiration Email Notifications
- Auto-expiration option for expiring terms
- Public web page for each board/committee
- Create custom links/buttons on each board page
- Custom web header (logo/colors)
- Free integration with Municode Meetings

* Note: Board Management requires a Municode Website or the Municode Portal

PRICING

Municode Meetings Annual Subscription \$4,800 per year

One-time Project Setup no charge

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

Additional Options

- ☐ Video Time Stamping Service \$2,520 per year
 - Municode will bookmark/timestamp up to 36 meetings per year
- ☐ Portal \$1,000 per year
 - Includes all Portal base features:
 - ☐ Board Management \$2,000 per year
 - ☐ Email notifications (on demand + weekly digest) \$600 per year
 - ☐ Import historical PDF agendas/minutes (up to 10 years) \$1,500 one-time

PAYMENT SCHEDULE

- Ninety (90) days after signed contract 100% of annual subscription fee and annually thereafter

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing - Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-end *Consumer Price Index (CPI) for All Urban Consumers*.
- Payment schedule will be adjusted accordingly based on selected optional features.

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between The City of Petal, Mississippi ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. **Term of AGREEMENT.** This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. **Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. **Scope of Services.** CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. **Integration.** This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. **Warranty.** CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. **Liability.** CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. **Termination.** This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. **Independent Contractor.** CONSULTANT is an Independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. **Confidentiality.** (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) **Obligation of Confidentiality.** During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. **Assignment.** Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. **Cooperative Purchasing.** CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. **Governing Law.** This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:

Municipal Code Corporation

By:

Brian Gilday
Title: Brian Gilday - President, Website Division

Accepted by:

By:

City Clerk
Title: City Clerk

Date:

3/16/2021

EXHIBIT "C"

Government

FUNDING GRANT AGREEMENT

This Funding Grant Agreement (hereinafter the "Grant") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the City of Petal for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Petal in paying costs associated with the local project (hereinafter the "Project") specified in Section 35 of House Bill 1730, 2020 Regular Legislative Session, Laws of 2020 (hereinafter the "Act"). This Grant is entered into pursuant to, and subject to the terms of the Act, which authorizes a Grant not to exceed \$600,000.00 for the Project (the "Grant Funds"). (PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE GRANT FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)

RECITALS

WHEREAS, the Act establishes the 2020 City of Petal - Robert E. Russell Sports Complex Parking Lots Fund for the purpose of providing funds to the City of Petal to pay the costs of the Project; and

WHEREAS, pursuant to the Act, the State Bond Commission, on behalf of the State of Mississippi (hereinafter the "State"), issued general obligation bonds of the State (hereinafter the "Bonds") to fund the Project and certain other projects and programs; and

WHEREAS, the City of Petal shall maintain the Grant Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA, within its discretion, to utilize funds in the 2020 City of Petal - Robert E. Russell Sports Complex Parking Lots Fund for purposes of entering into this Grant to finance all or a portion of the Project; and

WHEREAS, the DFA has requested the City of Petal to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, the City of Petal agrees to make every effort to expend the Grant Funds within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, the City of Petal agrees that if Grant Funds are remaining at the completion of the Project, said funds shall be returned to the State to be applied to debt service on the Bonds; and

WHEREAS, the City of Petal agrees to provide quarterly reports to the DFA that summarize the expenditure of the Grant Funds and also provide an update on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The City of Petal shall also

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satisfaction, that such Grant Funds have been expended solely for the costs of the Project as authorized and provided by the Act

The City of Petal agrees to administer the Project with respect to construction to be completed in accordance with the state procurement laws.

The City of Petal agrees that if any Grant Funds are remaining at the completion of the Project, the remaining Grant Funds shall be returned to the State to be applied to debt service.

All notices or information pursuant to this Grant shall be provided as follows:

City of Petal
Attn: Hal Marx, Mayor
119 W. 8th Avenue
Petal, Mississippi 39465
Phone: 601-545-1776
Email: mmartin@cityofpetal.com

Department of Finance and Administration
Attention: Bond Advisory Division
501 North West Street, Suite 1301A
Jackson, Mississippi 39201
Phone: (601) 359-3402
Fax: (601) 359-2405
Email: BondAdvisory@dfa.ms.gov

This GRANT shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: 
Liz Welch, Executive Director

3/25/21
Date

CITY OF PETAL

By: 
Hal Marx, Mayor

3-18-21
Date

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provide to the DFA a final report no more than thirty (30) days after final expenditure of the Grant Funds, summarizing the expenditures and use of the proceeds upon completion of the Project and include all invoices that have not previously been submitted; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the City of Petal that the Grant Funds on deposit in the 2020 City of Petal - Robert E. Russell Sports Complex Parking Lots Fund for the City of Petal should be disbursed to City of Petal and that the City of Petal shall directly administer the expenditure of such Grant Funds for the Project.

NOW THEREFORE, IT IS MUTUALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND CITY OF PETAL AS FOLLOWS:

Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

The DFA, pursuant to the Act, shall disburse the Grant Funds from the 2020 City of Petal - Robert E. Russell Sports Complex Parking Lots Fund upon the written request of the City of Petal to pay the costs associated with the Project.

The City of Petal certifies and agrees to use all Grant Funds received from the 2020 City of Petal - Robert E. Russell Sports Complex Parking Lots Fund solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this Grant. Failure on the part of the City of Petal to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

The City of Petal agrees to spend the Grant Funds within thirty-six (36) months from the date of receipt. Failure on the part of the City of Petal to adhere to this provision of the Grant may result in immediate action by the State to revoke the Grant and seek return of the Grant Funds.

The City of Petal agrees to properly and competitively execute procurements in accordance with State law. Failure to adhere may cause the DFA to revoke the Grant and seek return of the Grant Funds. Further, the City of Petal agrees to maintain on file the documentation listed in Exhibit A attached hereto and incorporated herein, in accordance with the law and the recitals of this Grant.

The City of Petal agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The first quarterly report shall be provided within ninety (90) days of the effective date of this Grant, and thereafter within thirty (30) days of each calendar quarter end. The City of Petal shall also provide the DFA with a final report summarizing the expenditures and use of the Grant Funds proceeds no more than thirty (30) days after final expenditure of the Grant Funds.

The City of Petal agrees to maintain copies of all invoices, bank statements and similar documentation for each expenditure of all funds received from the 2020 City of Petal - Robert E. Russell Sports Complex Parking Lots Fund sufficient to satisfy and confirm, to DFA's

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EXHIBIT A

The City of Petal shall maintain on file, the following items in relation to Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bid (IFB).
2. A copy of the Program of Work for project.
3. A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, RFP Documents including resultant Contracts for which funds will be expended.
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of Contract award for construction of project.
6. A copy of all contractor pay requests and professional pay requests and approval of payments for said services.
7. All invoices.
8. All bank statements.

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STATE OF MISSISSIPPI
COUNTY OF FORREST

This day BRYAN N. BATSON, M.D., Chief Executive Officer, of Hattiesburg Clinic Professional Association, a Mississippi professional corporation, personally appeared before me, in my capacity as notary public in and for the jurisdiction indicated, and acknowledged that, as such corporate official and with full authority in the premises, he freely and voluntarily signed, executed, and delivered the foregoing instrument for and on behalf of and as the act and deed of such corporation, on the date and for the purposes there set forth.



under my hand and seal of office on this 16 day of March, 2021.

Jean Anne Potin
NOTARY PUBLIC

A part of the Northwest ¼ of the Southwest ¼ of Section 31, Township 5 North, Range 12 West, in the City of Petal, County of Forrest, State of Mississippi, comprising 0.33 Acres (14,298 Square Feet), more or less, and being more particularly described as follows:

- Commencing at the Southwest Corner of said Northwest ¼ of the Southwest ¼:
- thence run N00°35'26"W along the West Line of said Northwest ¼ of the Southwest ¼ for 257.88 feet to a Point on the Northern Right of Way Line of Old Corinth Road, a public roadway, said Point also being the Southwest Corner of the Grantor's Property (County Tax Parcel ID No 3-021M-31-017.03) as per Deed Book 1035, Page 629 thereof, on file in the Office of the Chancery Clerk of Forrest County,
- thence continue N00°35'26"W along said West Line for 227.27 feet to the Point of Beginning;
- thence continue N00°35'26"W along said West Line for 50.52 feet to the Northwest Corner of the Grantor's Property and a Point on the Southwestern Right Way Line of Evelyn Gandy Parkway (SR 42), a public roadway,
- thence run S82°21'56"E along said Southwestern Right of Way Line for 289.57 feet to the Northeast Corner of the Grantor's Property,
- thence run S07°38'04"W along the East Line of the Grantor's Property for 50.00 feet,
- thence run N82°21'56"W and parallel to said Southwestern Right of Way Line for 282.34 feet to the Point of Beginning.

CITY OF PETAL
MINUTE BOOK 38

EXHIBIT "D"

LEGAL DESCRIPTION:

A part of the Northwest ¼ of the Southwest ¼ of Section 31, Township 5 North, Range 12 West, in the City of Petal, County of Forrest, State of Mississippi, comprising 0.33 Acres (14,298 Square Feet), more or less, and being more particularly described as follows:

- Commencing at the Southwest Corner of said Northwest ¼ of the Southwest ¼:
- thence run N00°35'26"W along the West Line of said Northwest ¼ of the Southwest ¼ for 257.88 feet to a Point on the Northern Right of Way Line of Old Corinth Road, a public roadway, said Point also being the Southwest Corner of the Grantor's Property (County Tax Parcel ID No 3-021M-31-017.03) as per Deed Book 1035, Page 629 thereof, on file in the Office of the Chancery Clerk of Forrest County,
- thence continue N00°35'26"W along said West Line for 227.27 feet to the Point of Beginning;
- thence continue N00°35'26"W along said West Line for 50.52 feet to the Northwest Corner of the Grantor's Property and a Point on the Southwestern Right Way Line of Evelyn Gandy Parkway (SR 42), a public roadway,
- thence run S82°21'56"E along said Southwestern Right of Way Line for 289.57 feet to the Northeast Corner of the Grantor's Property,
- thence run S07°38'04"W along the East Line of the Grantor's Property for 50.00 feet,
- thence run N82°21'56"W and parallel to said Southwestern Right of Way Line for 282.34 feet to the Point of Beginning.

Exhibit A

In addition to access and utility rights, the easement over the Easement Strip granted to the grantor here a right to convey the Strip to an appropriate authority as a public road. The grantor here evidently attempted to exercise this right and convey the Easement Strip to the City of Petal in 2008, but no conveyance effecting such a transfer can be located. The Easement Strip has been used as a public road for numerous years, and this conveyance is tendered to conform the record with current reality. Parkway Lane is the current proper name of the Strip which is a public road of the City of Petal.

Now, therefore, in consideration of the premises, the sum of \$10.00, cash in hand paid, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned grantor

Hattiesburg Clinic Professional Association
(a Mississippi professional corporation)
415 South 28th Avenue
Hattiesburg, MS 39401
601-264-6000

hereby remises, releases, and forever quitclaims, subject to the reservation below, unto the grantee:

City of Petal, Mississippi
(a Mississippi municipal corporation)
P. O. Box 564
Petal, MS 39465
601-545-1776

all right, title, and interest of the grantor in and to the Easement Strip in the City of Petal, Forrest County, Mississippi, described above.

The grantor excepts from this quitclaim and reserves to itself all right, title, and interest it may hold in and to oil, gas, or other minerals in, on, or under the subject realty.

The grantor quitclaims the subject realty to the grantee City gratuitously for roadway purposes and for the use, benefit, and betterment of the City and its citizenry.

The Easement Strip is tax exempt, and no payment of ad valorem taxes is required.

Witness execution by the grantor on this 16th day of March, 2021.

HATTIESBURG CLINIC PROFESSIONAL
ASSOCIATION, Grantor

By:
BRYAN N. BATSON, M.D.
CHIEF EXECUTIVE OFFICER

Prepared by: R. A. Greer, III
Attorney at Law
P. O. Box 208
Hattiesburg, MS 39403
601-545-1848

RECORD AND RETURN:
LUCKETT LAND TITLE, INC.
63 98 PLACE BLVD.
HATTIESBURG, MS 39402
601-450-0065

Return to: City of Petal
P. O. Box 564
Petal, MS 39465
601-545-1776

Indexing instructions for this instrument: A part of the Northwest ¼ of the Southwest ¼ of Section 31, Township 5 North, Range 12 West, in the City of Petal, Forrest County, MS

QUITCLAIM DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

This Quitclaim Deed arises out of the following circumstances. On May 2, 2005, through the warranty deed from Thomas L. Craig of record in the office of the Chancery Clerk of Forrest County, Mississippi, in Land Deed Book 1035 at Page 629 Hattiesburg Clinic Professional Association, the grantor in this quitclaim, acquired certain realty therein described on which it has since constructed the medical facility known as the Petal Family Practice Clinic. For access to and utilities for the Petal Clinic tract, the 2008 warranty deed also granted to the grantor herein an access and utility easement across the following described strip of land in the City of Petal, Forrest County, Mississippi ("the Easement Strip"):

COMMENCE AT A 3" ROUND CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 12 WEST, FORREST COUNTY, MISSISSIPPI AND RUN N00°35'26"W FOR 257.88 FEET TO A ½" REBAR AND THE NORTHERLY RIGHT-OF-WAY LINE OF OLD CORINTH PAVED PUBLIC ROAD; THENCE RUN CONTINUE N00°35'26"W FOR 227.27 FEET TO A ½" REBAR AND THE SOUTHERLY RIGHT-OF-WAY LINE OF EVELYN GANDY PARKWAY; THENCE RUN S82°21'56"E ALONG SAID RIGHT-OF-WAY LINE FOR 289.57 FEET TO A ½" REBAR AND THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING CONTINUE S82°21'56"E ALONG SAID RIGHT-OF-WAY LINE FOR 480.65 FEET, THENCE RUN S07°38'04"W FOR 50.00 FEET; THENCE RUN N82°21'56"W FOR 480.65 FEET; THENCE RUN N07°38'04"E FOR 50.00 FEET BACK TO THE POINT OF BEGINNING. SAID EASEMENT IS PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 12 WEST, FORREST COUNTY, MISSISSIPPI AND CONTAINS 0.55 ACRES, MORE OR LESS.

The grantor quitclaims the subject realty to the grantee City gratuitously for roadway purposes and for the use, benefit, and betterment of the City and its citizenry.

The grantor shall pay any ad valorem taxes that may be levied upon the subject realty for the year 2021; and the parties anticipate that the realty will become tax-exempt thereafter.

Witness execution by the grantor on this 16th day of March, 2021.

HATTIESBURG CLINIC PROFESSIONAL
ASSOCIATION, Grantor

By:
BRYAN N. BATSON, M.D.
CHIEF EXECUTIVE OFFICER

Prepared by: R. A. Greer, III
Attorney at Law
P. O. Box 208
Hattiesburg, MS 39403
601-545-1848

RECORD AND RETURN:
LUCKETT LAND TITLE, INC.
63 98 PLACE BLVD.
HATTIESBURG, MS 39402
601-450-0065

Return to: City of Petal
P. O. Box 564
Petal, MS 39465
601-545-1776

Indexing instructions for this instrument: A part of the Northwest ¼ of the Southwest ¼ of Section 31, Township 5 North, Range 12 West, in the City of Petal, Forrest County, MS

QUITCLAIM DEED

STATE OF MISSISSIPPI
COUNTY OF FORREST

In consideration of the sum of \$1.00, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned grantor

Hattiesburg Clinic Professional Association
(a Mississippi professional corporation)
415 South 28th Avenue
Hattiesburg, MS 39401
601-264-6000

hereby remises, releases, and forever quitclaims, subject to the reservation below, unto the grantee:

City of Petal, Mississippi
(a Mississippi municipal corporation)
P. O. Box 564
Petal, MS 39465
601-545-1776

all right, title, and interest of the grantor in and to the certain realty ("the subject realty") in the City of Petal, Forrest County, Mississippi, particularly described on Exhibit A hereto (which is incorporated here by this reference).

The grantor excepts from this quitclaim and reserves to itself all right, title, and interest it may hold in and to oil, gas, or other minerals in, on, or under the subject realty



under my hand and seal of office on this 16 day of March, 2021.

Jean Anne Potin
NOTARY PUBLIC

THIS

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