



BOARD OF ALDERMEN REGULAR MEETING

February 15, 2022

6:00 PM

Board Room • 119 W 8th Ave, Petal MS

MINUTES

CALL TO ORDER

Roll Call, Invocation, Pledge of Allegiance

PRESENT

Mayor Tony Ducker
Alderman Drew Brickson
Alderman Craig Bullock
Alderman Mike Lott
Alderman Blake Nobles
Alderman Gerald Steele
Alderman Craig Strickland
Alderman Steve Stringer

Alderman Bullock offered the invocation.

Pledge of Allegiance was recited.

ADOPT AGENDA

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

CONSENT AGENDA

- Regular Meeting of February 1, 2022 Minutes
- Special Meeting of February 11, 2022 Minutes
- January 2022 Revenue & Expenditures
- Refund Privilege License fee for Fairway Mortgage in the amount of \$20.00.
- Proofs of Publication
 - Public Hearing - 21 Wilglenn Dr
 - Notice to Bidders - Reverse Auction Dump Truck
 - Public Hearing - 25 Wilglenn Dr
 - Public Hearing - 107, 109, 111 McKinnon St
 - Public Hearing - 511 S Main St
 - Public Hearing - 405 W Central Ave
- Memo regarding MS Power Grant

Motion made by Alderman Bullock, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

PUBLIC COMMENT

None

PROCLAMATIONS & RESOLUTIONS

BIDS — QUOTES

Request to accept the bid from Truckworx in the amount of \$133,000.00 for a 2023 Single Axle Dump Truck.

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

OLD BUSINESS

GENERAL BUSINESS

Request to accept vendor agreement with PRVO.

Motion to table for further information.

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to approve Silver Maple/Wildwood Trail extension as a city street for basic maintenance as needed.

Accept as a city street for maintenance only.

Motion made by Alderman Nobles, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to accept Replacement Memorandum of Agreement with MDOT for Sidewalk Improvements.

Exhibit "A"

MOA

Motion made by Alderman Stringer, Seconded by Alderman Nobles.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to decrease Police Dept petty cash from \$1,000 to \$500.

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to dispose of the following in the Street Dept

Stihl Weedeater – Asset #2667

Stihl Weedeater – Asset #0898

Motion made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to pay invoice to Craig Alexander Creative in the amount of \$125.00 for ad in 2021 Welcome Home magazine.

Motion made by Alderman Strickland, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to reimburse Spiritual Life Center the amount of \$3670.00 for damages incurred due to a sewer issue.

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request for Paula King to attend CMC Spring Academy in Hattiesburg, MS on March 30 – April 1, 2022. Total cost: \$200.00

Motion made by Alderman Steele, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to accept agreement with Jeff Martin Auctioneers for auction services.

Exhibit "B"
Agreement

Motion made by Alderman Stringer, Seconded by Alderman Strickland.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to set a variance hearing date of March 8, 2022 at 6:00 p.m. for property located at 45 Cambrian Ridge.

Motion made by Alderman Stringer, Seconded by Alderman Brickson.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

SEMINARS & TRAVEL

Request for Jason James and Casey Walley to attend AR15 Armorer Course on March 28-29, 2022. Total cost: \$900.00

Motion made by Alderman Nobles, Seconded by Alderman Stringer.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

Request to reimburse Will Bullock for mileage and meal expense attending HazMat Tech I at the State Fire Academy on 1/24/22 – 2/03/22.

Motion made by Alderman Stringer, Seconded by Alderman Lott.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

ORDERS & ORDINANCES

Request to adopt order hiring Chance Gardner in the Police Dept as a full time 1st Class Officer effective February 23, 2022.

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 Chance Gardner
Be hired full time as 1st Class Officer effective
February 23, 2022

So ordered this the 15th day of February, 2022

Motion made by Alderman Stringer, Seconded by Alderman Steele.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer

MAYOR'S REPORT

SB2095 – Cities only have to opt out, if you don't opt out by the deadline, there is nothing else to do. Zoning is built into the bill. Marijuana businesses are to be treated just as any other business.

CONSIDERATION OF COMMITTEE, COMMISSION AND BOARD MATTERS

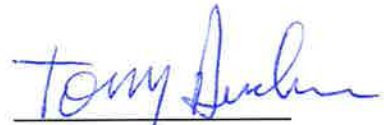
LEGAL

ADJOURN

Valerie Wilson asked to speak on behalf of the Senior Center. They walk to the Dollar General often from the Senior Center, they asked if the city can smooth it out a little.

Motion to adjourn made by Alderman Stringer, Seconded by Alderman Bullock.

Voting Yea: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland, Alderman Stringer



Tony Ducker, Mayor





Melissa Martin, City Clerk

Replacement Memorandum of Agreement

STP-0193-00(011)LPA / 108826-701000
Mathews Branch Sidewalk Improvements
Petal, Mississippi

This Replacement Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Petal (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct sidewalk improvements along Mathews Branch; (hereinafter referred to as the "Project"); and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$600,500.00 in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before December 31, 2023, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as herein contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that will be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with MicroStation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no realignment shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are hereby designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1650
Phone: (601) 359-7002
Fax: (601) 359-7110

For Technical Matters:

COMMISSION:
David Seyforth,
District # LPA Engineer
MDOT
16499B Hwy 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-832-0681

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the Commission is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The LPA will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the Commission, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208, Division C, Section 402(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreakings, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephons at 801-369-7074 or by electronic mail at comment@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid under the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way allocate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

cor. The Project be signed and sealed by the professional engineer responsible for the design of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

B. THE COMMISSION WILL:

- Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.
- Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
- Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
- Review all submittals in a timely manner, in accordance with the POM, to allow the Project to progress in an orderly fashion. The review and overnight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
- During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
- Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
- At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this _____ day of _____, 20_____.

City of Petal

Tony Ducker
Mayor

Attested:

(Appropriate clerk etc.)

So agreed this _____ day of _____, 20_____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Brad White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____.

MINUTE BOOK 38
CITY OF PETAL
Exhibit "A"

SIGN
HERE
↓

523



PATRICK VALKENBURG

2236 Highway 49 - Brooklyn, MS 39425
Tel 601-450-4200 - Fax 601-450-4190
Toll Free 1-844-450-4200

info@jeffmartinauctioneers.com - www.jeffmartinauctioneers.com

AUCTION AGREEMENT

This Agreement is made and entered into as of 2/18/2022 by and between:

Jeff Martin Auctioneers, Inc., (Auctioneer)
and

Company Name: CITY OF PETAL

Address: PO BOX 564 PETAL, MS 39465

1. Seller's Information (All Fields required in this section)

Seller's Status: [X] Corporation [] Limited Liability Company [] Partnership [] Sole Proprietor
Individual or joint owners State of Incorporation: MS
Name to Appear on Check: CITY OF PETAL
Seller's Designated Contact Person: MELISSA MARTIN
Seller's Fed. ID # (Resale Certificate #/Driver's License #: 64 0516375
Seller's Contact Numbers: Phone 1: (601) 545-1776 Phone 2:
Fax: (601) 545-8825
Seller's Email Address: MELISSA@CITYOFPETAL.COM Initial if information is correct: mm

Please note checks/payments will be made to the above company or name. Payments will be mailed to the address on this contract. If you would like a wire, please notify the office.

2. Definitions. For the purposes of this Agreement, the following definitions apply:

"Absentee Bid" means a bid submitted to Auctioneer in advance by an Absentee Bidder for the execution during the Auction under terms established by Auctioneer.

"Absentee Bidder" means anyone who submits an Absentee Bid (whether or not present at the Auction).

"Auction" means the auction sale at which the Consigned Property is offered for sale, or is scheduled to be offered for sale, and at which Auctioneer solicits bids, or is scheduled to solicit bids, for the Consigned Property.

"Auction Site" means the physical location where the Auction is conducted or where inspections may be made.

"Bidder" means any person or entity, and the agents or representatives of any such person or entity, that registers, and/or bids, and/or buys, and/or otherwise participates in the Auction (including, without being limited to, inspection and/or pick-up), regardless of whether such person or entity tenders a bid.

"Bidder Account" means the number or other identifier assigned to a Bidder by Auctioneer or by an Online Auction Platform Provider. (See, also, Bidder Number).

"Bidder Number" means the number or other identifier issued by Auctioneer to a Bidder for the purposes of identifying bids to such Bidder. (See, also, Bidder Account).

"Bidder Registration" means the information provided by a Bidder, and the process of registering such Bidder, to bid at the Auction, including the prospective Bidder's to be bound by Auctioneer's Bidder Terms and Conditions.

"Bidder Terms and Conditions" means the terms and conditions established by Auctioneer for the conduct of the Auction, including, without limitation, terms and conditions for Bidder Registration, bidding, payment, and resolution of disputes among Bidders.

"Buyer" means the Winning Bidder with respect to each Lot.

"Buyer's Premium" is a non-refundable administrative fee calculated as a percentage of the Hammer Price that is payable by the Buyer of each Lot to Auctioneer at Auctioneer's own account. The Buyer's Premium is earned at the Fall of the Hammer and is not included in, and is not a credit against, Auctioneer's Commission or any other amounts payable to Auctioneer by Seller. No portion of the Buyer's Premium is due or payable to Seller.

"Contract Price" means an amount equal to the Hammer Price plus the Buyer's Premium. Any sales tax or similar such taxes or fees will be based on the Contract Price.

"Commission" means the amount payable by or on behalf of Seller to Auctioneer for Auctioneer's services, calculated as a percentage of the Hammer Price for each Lot. The Commission may be retained from the sale proceeds.

"Consigned Property" means any and all personal property shown on the List of Consigned Items attached to this Agreement.

"Fall of the Hammer" means the point, after bids have been received, at which Auctioneer declares a Lot "sold" to the Bidder acknowledged by Auctioneer as having made the Winning Bid. During an auction that is exclusively online, the Fall of the Hammer will occur electronically at the end of time (or extended) bidding.

"Hammer Price" means the high bid amount recognized by Auctioneer with the Fall of the Hammer.

"High Bid" means the high bid amount recognized by Auctioneer at the conclusion of bidding on a Lot.

"High Bidder" means the Bidder recognized by Auctioneer as having made the High Bid with respect to a Lot.

"Lot" means each individual item or grouping of items offered for bid at one time at the Auction.

"Online Auction Platform" means the hardware and software utilized to conduct the Auction online and to facilitate online bidding, including any associated, adjunct, and/or complementary websites, services, premiums, and promotions.

"Online Auction Platform Provider" means the provider of the Online Auction Platform and related services.

"Online Bidding Period" means, with respect to an Auction conducted in whole or in part online, any established period during which bids may be tendered.

"Private Sale" means an event in which the Consigned Property, or any of it, is sold by Seller, or on Seller's behalf, other than at the Auction (including a sale at an auction conducted by a person or entity other than Auctioneer).

"Private Sale Price" means the fair market purchase price of Consigned Property paid, or agreed to, at a Private Sale in an arms-length transaction between Seller and the purchaser of such Consigned Property. If the Consigned Property, or any of it, is sold through a Private Sale (or less than its fair market value, or in a transaction that is not an arms-length transaction, or is gifted by Seller, the Private Sale Price, for the purposes of this Agreement, will be an amount equal to the fair market value of the Consigned Property in an arms-length transaction.

"Regulation Damages" means an amount equal to twenty-five percent (25%) of the sum of the Commission plus Buyer's Premium on Lots Withdrawn from the Auction by Seller.

"Winning Bid" means the highest bid received and accepted on a Lot.

"Winning Bidder" means the Bidder recognized by Auctioneer as having made the Winning Bid.

"Withdrawn", "Withdrawal", or "Withdraw" refers to the circumstance in which the Consigned Property, or any of it, is removed or withdrawn from the Auction, or in which it is determined that such Consigned Property will not be offered or sold at the Auction.

3. Auctioneer Retained. Seller engages and retains Auctioneer to offer the Consigned Property for sale at Auction. For the periods described in this Agreement, Auctioneer will have the exclusive right and authority to offer the Consigned Property for sale at auction, and the exclusive right to affect the sale of the Consigned Property in accordance with this Agreement and Auctioneer's Bidder Terms and Conditions. Auctioneer may, in Auctioneer's discretion, and on notice to Seller, negotiate and effect the sale of the Consigned Property, or any of it, in a non-auction transaction, and will be compensated in the same manner as if sold at Auction.

4. Auctioneer's Services. Auctioneer will market the Consigned Property and offer it for sale at the Auction. Auctioneer may select and utilize the services of such auctioneers or apprentice auctioneers as Auctioneer determines to be reasonably necessary or appropriate. Auctioneer has absolute discretion to determine the order of sale at the Auction, including the Consigned Property and items consigned by others. Auctioneer also has absolute discretion to determine the lotting, grouping, re-lotting, or re-grouping of the Consigned Property. Auctioneer may determine not to offer all or any of the Consigned Property at the Auction if (i) Auctioneer considers it to be unfeasible, (ii) there is a question as to its title or authenticity, or (iii) there exists some other legal or practical impediment to offering such Consigned Property at the Auction.

5. Bidder Registration; Bidder Qualification. Auctioneer will register Bidders for the Auction and may require each potential Bidder to provide identifying information and meet Bidder qualifications established by Auctioneer. Auctioneer may refuse to accept a Bidder Registration from any potential Bidder, may refuse to grant bidding privileges to any potential Bidder, and may revoke the Bidder Registration or bidding privileges of any Bidder. In Auctioneer's discretion, bids may be received from a person who has not registered to bid, and/or who has not satisfied all requirements for Bidder Registration, and/or who has not previously been granted bidding privileges. Bidder qualification provisions (which may include proof of the availability of funds) create no rights or interests in any competing Bidders. Auctioneer and/or Seller may (but will not be required to) waive any Bidder qualifications, either globally or on a case-by-case basis.

6. Conduct of the Auction. Auctioneer will regulate all matters relating to the conduct of the Auction and Auctioneer's decisions will be final and binding. Auctioneer will have control over bidding, may establish and may modify bid increments, and will resolve any and all disputes. If (i) a bid is made while the hammer is falling in acceptance of a prior bid or while bidding is otherwise being terminated, or (ii) after the Fall of the Hammer or other termination of the bidding, Auctioneer is made aware of a bid that was unnoted prior to the Fall of the Hammer or other termination of the bidding, or (iii) after the Fall of the Hammer or other termination of the bidding Auctioneer is made aware that Auctioneer and a bid assistant or ring man, or multiple bid assistants or ring men, have acknowledged bids in the same amount bid from different bidders, or (iv) some other error occurs or bid dispute arises, Auctioneer may, in Auctioneer's sole and absolute discretion (but will not be required to), reopen the bidding, extend the bidding, suspend the bidding, cancel the sale, and/or reset the Lot(s) at issue. Any contract formed with the Fall of the Hammer will be subject to the conditions set forth in this Section. If bidding is resumed pursuant to this Section, the bid recognized by Auctioneer prior to the reopening of the bidding will be held, and may not be retracted, and, if no further bids are received, such bid will be the Winning Bid.

7. Absentee Bids; Remote Bidding. In Auctioneer's discretion, Auctioneer may receive Absentee Bids and/or bids tendered by remote Bidders (whether telephonically or otherwise). Absentee Bids may be initiated at an amount less than the Absentee Bidder's maximum bid amount (typically a percentage of the maximum bid amount) and will be executed competitively up to (i) the Fall of the Hammer (or other termination of the bidding) or (ii) the Absentee Bidder's maximum bid amount, whichever occurs first. Auctioneer will make reasonable efforts to execute Absentee Bids, but Auctioneer will have no liability to Seller for the failure to execute any Absentee Bids for any reason whatsoever. The receipt and execution of Absentee Bids will not create an agency relationship between Auctioneer and any Absentee Bidder.

8. Auction Date. Auctioneer will offer the Consigned Property at one or more auction(s) on or before 2/18/2022 to 2/19/2022 unless (i) extended by the mutual agreement of the parties, or (ii) extended, in the sole discretion of Auctioneer, to a date not more than 60 (Sixty) days after the date indicated in this Section. Auctioneer will have sole and absolute discretion to determine the number of auction(s) at which the Consigned Property, and any of it, will be offered, and to determine the items of Consigned Property that will be offered at each such auction(s). Consigned Property that is not put up on a scheduled date due to time constraints or other factors may be carried forward to a subsequent date determined by Auctioneer.

Initial: mm

9. Auction Location/Format.

- The Auction will be held at 2236 HWY 49 BROOKLYN, MS 39425.
The Auction may be conducted online in addition to being conducted live at the Auction Site.
The Auction will be conducted online only.

10. Commission & Fees

- Commission. Auctioneer will receive a Commission for Auctioneer's services. Auctioneer's Commission will be calculated on each Lot based on the following schedule:
1, 10,000% of sales price per item of Property selling above \$0.00.

- Titles not received within 24 hrs, prior to auction begins, will be charged a \$50 Late Fee per title
If Minimum commission is not indicated above it will be charged at no less than \$10 per item

- Buyer's Premium. Auctioneer may charge a Buyer's Premium for Auctioneer's own account. The Buyer's Premium is earned at the Fall of the Hammer and will not be retained by Auctioneer.

- Document Preparation Fee; Expenses. Seller will be responsible for all expenses that are allocable to the preparation and offering of the Consigned Property at the Auction and for the transfer of title of Consigned Property having a certificate of title.

- Document Preparation Fees. Seller will pay a document preparation expenses if assistance is required to obtain a replacement title or documents for any titled consigned item.

12.2. Budgeted Expenses. Budgeted expenses will include, without being limited to:

- Advertising Fee \$
Set Up Fee \$
Site Preparation & Clean Up \$
Dumpster Rental - Cost of dumpster and service plus 30%
Equipment Rental - Cost of rental and service plus 10%
Removal of Decals \$ Per Item/Per Hour (circle one)
Wash/Cleaning Outside \$ Per Item/Per Hour (circle one)
Detailing Inside \$ Per Item/Per Hour (circle one)

12.3. Online Processing Fee. In addition to budgeted expenses:

- Auctioneer will charge a per Lot online processing fee in the amount of Dollars (\$)
Auctioneer will charge a total online processing fee in the amount of Dollars (\$)

Other:

Blank lines for other expenses.

Seller Signature: Melissam Date: 2/18/22

Unless prepaid by Seller, expenses will be deducted immediately from the Auction proceeds by Auctioneer.

CITY OF PETAL
MINUTE BOOK 38
Exhibit "B"

THIS

PAGE

LEFT

BLANK

INTENTIONALLY