



## BOARD OF ALDERMEN REGULAR MEETING

February 20, 2024

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 via phone  
Alderman Craig Bullock  
Alderman Mike Lott  
Alderman Blake Nobles  
Alderman Gerald Steele  
Alderman Craig Strickland

Invocation was offered by Craig Bullock.

Pledge of Allegiance was recited.

#### ADOPT AGENDA

Motion made by Alderman Nobles, Seconded by Alderman Lott.

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

#### CONSENT AGENDA

- Minutes - Regular Meeting Feb. 6, 2024
- Minutes - Special Meeting Feb. 9, 2024
- Privilege License Report Jan 2024
- Revenue & Expenditures Jan 2024
- Proofs of Publication
  - Election Equipment Testing
  - Notice of Special Election

Motion made by Alderman Lott, Seconded by Alderman Bullock.

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

#### PUBLIC COMMENT

There was none.

#### PROCLAMATIONS & RESOLUTIONS

Request to adopt Proclamation applauding the Girl Scout Movement and Girl Scouts of Greater Mississippi.  
(Mayor)

Exhibit "A"  
Proclamation

Motion made by Alderman Lott, Seconded by Alderman Nobles.

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

Request to adopt Resolution authorizing Mayor Ducker to apply for funding and naming Mayor Ducker as authorized representative through MS Dept of Wildlife Recreation Trails Program for development of pedestrian and bicycle access over Leaf River via the vacated bridge (Old East Hardy Bridge) and authorizing up to \$15,000 matching funds. (Mayor)

Exhibit "B"  
Resolution

Motion made by Alderman Lott, Seconded by Alderman Nobles.

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

Alderman Strickland

**BIDS — QUOTES**

**OLD BUSINESS**

**GENERAL BUSINESS**

MEMA to address Board of Aldermen. (Steele)

DiMaya Randall, MEMA, Flood Plain Specialist, Office of Mitigation - addressed the board regarding Flood Plain Regulations. There is one violation open currently with FEMA. A violation could be something as simple as not anchoring a storage building. MEMA and FEMA have no authority over the program. It is a local authority program.

Request to accept Auction Agreement with Jeff Martin Auctioneers, Inc for Auction Services. (City Clerk)

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

Request to purchase a table of eight (8) at the Petal Education Foundation Laughter & Lagniappe Event. (Mayor)

Motion made by Alderman Lott, Seconded by Alderman Nobles.

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

Request to apply for FY2023 Firefighter Grant for Vehicle Acquisition. (Chief Hendry)

Motion made by Alderman Lott, Seconded by Alderman Bullock.

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

Request to accept License Agreement for Temporary Use and Right of Entry with MS Power for April 5 - July 8, 2024. (Mayor)

Exhibit "C"

Agreement

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

Request to pay Estimate #4 in the amount of \$503,230.86 to Grady Crawford Construction for Eastover Sewer per Shows, Dearman & Waits recommendation. (City Clerk)

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

Request to pay Estimate #4 in the amount of \$20,580.80 to T L Wallace Construction for the Splash Pad per Shows, Dearman & Waits recommendation. (City Clerk)

Motion made by Alderman Steele, Seconded by Alderman Strickland.

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

Request to accept proposals from Jeb Stewart and Pittman Howdeshell, PLLC for Right of Way Acquisition services related to Evelyn Gandy Pkwy North Project. (City Clerk)

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

Request to accept proposal from Atlas Appraisal Services for EGP North Right of Way Acquisition. (City Clerk)

Motion made by Alderman Bullock, Seconded by Alderman Lott.

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

Request to accept proposal from Pittman Howdeshell PLLC for ROW Acquisition services related to Castlewood Sewer Project. (City Clerk)

Motion made by Alderman Steele, Seconded by Alderman Lott.

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

Request to dispose of five (5) Motorola Radios in the Police Dept. (Chief Hiatt)

Serial #'s - 687TGW7536, 205CEU1208, 205CHR4925, 205CLH2873, 205CHR2580

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

Request to dispose of one (1) office chair, property #3081, in the Police Dept. (Chief Hiatt)

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

Request to dispose of six (6) office chairs in City Hall. (City Clerk)

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

Request to approve the following adjustments to services billed due to leaks.

114 Leeville Rd; Water - \$151.00

133 Sherry Lynn Dr; Water - \$48.00

126 W 8th Ave; Water - \$69.00

116 Fairview Dr; Water - \$64.00

213 Smith St; Water - \$292.50, Late Fee - \$53.44

126 Sherry Lynn Dr; Water - \$124.00

Motion made by Alderman Steele, Seconded by Alderman Strickland.

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

Request to authorize a Licensed Food Truck to set up at 804 E Central Ave, Strahan Auto Sales, for a Special Event on March 2, 2024. (B Nobles)

Motion made by Alderman Nobles, Seconded by Alderman Strickland.

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

Request to submit a letter of support for City of Hattiesburg's Western Beltway planning grant application for RAISE 2024. (Mayor)

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

## SEMINARS & TRAVEL

Request for Casey Walley to attend ARMS Conference in New Orleans, LA on June 19 - 21, 2024. Total cost: \$1445.00 (Chief Hiatt)

Motion made by Alderman Lott, Seconded by Alderman Nobles.

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

Request for Kailin Wright to attend Domestic Violence Call Training in Long Beach, MS on Feb. 22, 2024. Total cost: \$150.00 (Chief Hiatt)

Motion made by Alderman Lott, Seconded by Alderman Steele.

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

Request for Kaelin Wright to attend Officer Involved Shooting and Critical Incidents training in Mendenhall, MS on March 11 - 12, 2024. Total cost: \$300.00 (Chief Hiatt)

Motion made by Alderman Lott, Seconded by Alderman Strickland.

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

Request for Bobby Sheffield to attend Basic Firefighter 1001-1-11 at the State Fire Academy on April 7 - May 26, 2024. Total cost: \$920.00 (Chief Hendry)

Motion made by Alderman Lott, Seconded by Alderman Bullock.

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

Request for Aaron Jernigan to attend Less Lethal Instructor Class in Pearl, MS on June 11-13, 2024. Total cost: \$1265.19 (Chief Hiatt)

Motion made by Alderman Bullock, Seconded by Alderman Strickland.

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

Request for the following to attend Tactical Emergency Casualty Care training at the State Fire Academy on March 11-12, 2024. Total cost: \$472.00

Destin Chandler, Kenneth Gardner, Robert Klem, Doug Shepherd

Motion made by Alderman Lott, Seconded by Alderman Steele.

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

Request for the following to attend the North American Sniper Conference in Tuscaloosa, AL on April 1-5, 2024. Total cost: \$1,562.00 (Chief Hiatt)

Cody Crawford, Ethan Wimberly, Tim Slade

Motion made by Alderman Lott, Seconded by Alderman Bullock.

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

Request to reimburse Mayor Ducker for expenses related to DC Trip as follows:

Flight - \$486.80

Hotel - \$562.28

Mileage - \$171.60

Parking/Travel - \$101.93

Motion made by Alderman Steele, Seconded by Alderman Bullock.

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

## ORDERS & ORDINANCES

Request to adopt order hiring Carter Hinton full time as a Recruit Firefighter at a rate of \$11.7521 per hour effective Feb. 21, 2024. (Chief Hendry)

### Order

Whereas the Mayor and Board of Aldermen  
Of the City of Petal deem it necessary to  
Hired a full time firefighter

It is hereby ordered that Carter Hinton  
Be hired full time in the Fire Dept as a  
Recruit Firefighter at a rate of \$11.7521  
Per hour effective Feb. 21, 2024

So ordered this the 20<sup>th</sup> day of February 2024

Motion made by Alderman Lott, Seconded by Alderman Strickland.

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

Request to adopt order transferring Heath Dickson from full time officer to part time officer at a rate of \$13.00 per hour effective Feb. 21, 2024. (Chief Hiatt)

Order

Whereas the Mayor and Board of Aldermen  
Of the City of Petal deem it necessary transfer  
Heath Dickson

It is hereby ordered that Heath Dickson be  
transferred to part time Police Officer at  
A rate of \$13.00 per hour effective Feb. 21, 2024

So ordered this the 20<sup>th</sup> day of February 2024

Motion made by Alderman Lott, Seconded by Alderman Bullock.

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

**MAYOR'S REPORT**

Petal has received MS Outdoor Stewardship Trust Fund Grant in the amount of \$261,890.00 for Matthews Branch Sidewalk Project.

Supervisor Stringer announced the bridge work is on schedule. There have been no delays.

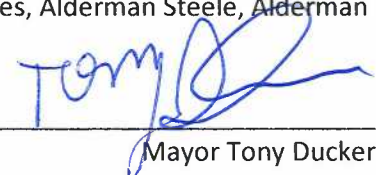
**CONSIDERATION OF COMMITTEE, COMMISSION AND BOARD MATTERS**

**LEGAL**

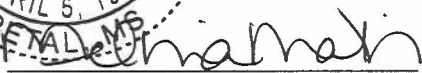
**ADJOURN**

Motion made by Alderman Strickland, Seconded by Alderman Steele.

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

  
\_\_\_\_\_  
Mayor Tony Ducker



  
\_\_\_\_\_  
Melissa Martin, City Clerk

# girlscouts of greater mississippi

## Girl Scout Week

2024 City Proclamation  
A Proclamation on the Importance of Girl Scouts to Today's Girls

WHEREAS, March 12, 2024, marks the 112th anniversary of Girl Scouts of the USA, the largest and most impactful leadership program for girls in the world; and

WHEREAS, today, more than 50 million women—trailblazers, visionaries, and leaders—are Girl Scout alums who have made the world a better place.

WHEREAS, in July 2023, Girl Scouts hosted its triennial convention where more than 10,000 girls, alums, and supporters from across the Movement will gather to explore, create, and grow alongside thousands of fellow change-makers, dreamers, and doers; and

WHEREAS, during a time when girls are dealing with the impacts of pandemic-related learning loss, Girl Scouts offers important out-of-school and afterschool learning enrichment and skill building opportunities that expand their world, allow them to cultivate their talents, and ensure they can confidently pursue their passions and make the world a better place; and

WHEREAS, since its beginnings, Girl Scouts has emphasized public service and civic engagement, and has fostered a sense of community in girls; and

WHEREAS, during a time when girls are experiencing increased levels of anxiety, stress, loneliness, and depression, Girl Scouts continues to provide community, consistency, and connection for girls, and is a safe haven in all the uncertainty; and

WHEREAS Girl Scouts' longstanding commitment to getting girls outdoors, including exciting summer camp experiences, instills a lifelong appreciation for nature and the environment is more critical than ever as we emerge from the pandemic; and

WHEREAS, at a time when civics education is missing from many schools, Girl Scouts engages girls of all grade levels in civics programming that deepens their understanding of democracy and government, prepares them for a lifetime of civic engagement, and motivates them to take action on issues that are important to them; and

WHEREAS Girl Scouts offers girls 21st century programming in science, technology, engineering, and math (STEM); the outdoors; entrepreneurship; and beyond, helping girls develop invaluable life skills; and WHEREAS Gold Award Girl Scouts take on projects that have a measurable and sustainable impact on a community by assessing a need, designing a solution, completing a project, and inspiring others to sustain it; and

WHEREAS, as a member organization of the World Association of Girl Guides and Girl Scouts, Girl Scouts is part of an international sisterhood of 10 million girls and young women in 152 countries and is committed to offering girls more opportunities to engage with communities worldwide, make meaningful global connections, and explore global citizenship; and

WHEREAS, Girl Scouts of Greater Mississippi serves 6,000 girls across Mississippi

NOW, THEREFORE, I \_\_\_\_\_, by virtue of the authority vested in me as mayor of \_\_\_\_\_, do hereby applaud the Girl Scout Movement and Girl Scouts of Greater Mississippi for providing girls with a safe, inclusive, all-girl space where they can hone their skills and develop leadership abilities, and I declare the week of March 10-16th as

On this \_\_\_\_ day of \_\_\_\_\_ in the year of our Lord, two thousand and twenty-four.

\_\_\_\_\_, Mayor  
\_\_\_\_\_, Mississippi

WHEREAS, the City of Petal, Mississippi, recognizes that community development is a priority concern; and

WHEREAS, the City of Petal, Mississippi, desires to submit an application for the Mississippi Department of Wildlife Recreation Trails Program (RTP) for development of pedestrian and bicycle access over Leaf River via the vacated bridge (Old East Hardy Bridge); and

WHEREAS, the City of Petal desires to collaborate with the Forrest County Board of Supervisors and the City of Hattiesburg in partnership to accomplish this purpose; and

WHEREAS, the Local Matching Funds will be committed for design support, development and construction of the River District improvement; and

NOW, THEREFORE, BE IT RESOLVED, that Mayor Tony Ducker be authorized to apply for funding, and that he be authorized to act as a representative of the City of Petal in this matter and to execute all necessary forms and documents on behalf of the City.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Alderman Lott; seconded by Alderman Nobles, and was adopted by the following vote, to wit:

YEAS: Alderman Brickson, Alderman Bullock, Alderman Lott, Alderman Nobles, Alderman Steele, Alderman Strickland

NAYS: NONE

The Mayor thereby declared the motion carried and the resolution adopted, this the 20<sup>th</sup> day of February, 2024.

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20<sup>th</sup> day of February, 2024.

(Seal)



Melina Mathi  
CITY CLERK

Tony Ducker  
MAYOR



**LICENSE AGREEMENT FOR TEMPORARY USE AND RIGHT-OF-ENTRY**

STATE OF MISSISSIPPI  
COUNTY OF FORREST

THIS LICENSE AGREEMENT FOR TEMPORARY USE AND RIGHT-OF-ENTRY (the "License" or "Agreement"), made and entered into, by and between MISSISSIPPI POWER COMPANY with its principal place of business at 2992 West Beach Boulevard, Gulfport, Mississippi 39501 (the "LICENSOR"), and CITY OF PETAL, whose address is 119 W 8<sup>th</sup> Ave, Petal, Mississippi 39465 (the "LICENSEE").

WITNESSETH:

For and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which is hereby acknowledged, LICENSOR hereby agrees to permit LICENSEE to access that certain portion of parcel of land (hereinafter referred to as the "Premises") and more accurately described and depicted as follows:

See attached Exhibit "A"

This License shall be for a term beginning on the 5<sup>th</sup> day of April 2024, and ending on the 8th day of July 2024, (the "Term"), unless sooner terminated in accordance with the provisions hereof. LICENSEE shall notify LICENSOR at least twenty-four (24) hours prior to entry of the Premises for purposes contemplated herein by contacting Lisa Craft, Real Estate Agent/Coordinator of LICENSOR, at (228) 539-7632 or her assignee.

This License is made subject to the following terms, provisions, and conditions:

1. The use of all or any part of the Premises by LICENSEE shall be for the sole and limited purpose of permitting LICENSEE, and its guests, to enter upon said parcel for temporary parking, including the reasonable right of ingress and egress to such parking. The Premises shall be used by LICENSEE solely for the activities described herein; and in accepting this License, the LICENSEE agrees that the Premises may or may not be suitable for such use LICENSEE desires to make of the same and that the Premises may not be in a safe or proper condition for such use, but LICENSEE accepts the Premises in their present "as-is" condition as suitable for said use.
2. Prior to accessing the Premises, LICENSEE shall provide to LICENSOR satisfactory evidence of insurance for the use contemplated in this License. Upon LICENSOR's written approval as to the satisfaction of this requirement, which shall not be unreasonably withheld, LICENSEE may then enter the Premises and begin the activities contemplated in this License.

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3. Unless otherwise prior approved by LICENSOR, no commercial activities or operations or uses beyond those specifically authorized in Paragraph One (1) of this Agreement shall be conducted on or from the Premise by LICENSEE. Furthermore, LICENSEE acknowledges that some activities engaged in or under this Agreement involve inherent dangers and risks, including without limitation, operation of vehicles on the Premises and walking on or across the Premises. In addition, the exercise of the rights and privileges and the use of the Premises by LICENSEE as contemplated herein shall be in compliance with any further directives of LICENSOR, all applicable laws, orders, rules and regulations of the United States, the State of Mississippi, and any other governmental authority having jurisdiction over the same.
4. LICENSEE shall not cause or permit unnecessary damage, waste or injury to the Premises, normal wear and tear excepted, and LICENSEE shall keep said Premises in good order and repair. LICENSEE agrees that immediately following the conclusion of its activities contemplated hereunder, LICENSEE shall, at its sole cost and expense, place the Premises in a condition substantially the same as that condition which existed prior to such activities, including, but not limited to, removing all equipment on the Premises and making a good faith effort to restore the Premises fully within three (3) business days from the expiration of the Term or any extension thereof.
5. LICENSEE shall not, under any circumstance, in the use of the Premises hereunder be deemed to be a partner, agent, joint venture or employee of LICENSOR. Voluntarily choosing to enter the Premises with or without guests, volunteers, agents, and invitees, LICENSEE fully and freely waives notice of, acknowledges and assumes all such dangers and risks, whether known or unknown, which may result in LICENSEE or LICENSEE's guests', volunteers', agents' and invitees' property damage, personal injury and/or death. Further, LICENSEE agrees that LICENSOR has no duty make any part of the Premises safe. LICENSEE shall and does hereby agree to indemnify and save harmless and defend the LICENSOR, its agents and employees from the payment of any sum or sums of money to any persons whomsoever, including, but not limited to, LICENSEE's employees, agents, and/or contractors, on account of claims or suits growing out of injuries to persons (including death) or damage to property (including the property of the LICENSOR) in any way attributable to or arising out of the use or occupancy of the Premises by the LICENSEE as herein provided, including (but not limiting the generality of the foregoing) all liens, garnishments, attachments, claims, damages, suits, judgments, costs, attorney's fees, cost of investigation and of defense, and excepting only those situations where the personal injury and property damage claimed have been caused by reason of the sole willful negligence on the part of LICENSOR, its agents or employees, LICENSEE having inspected the Premises (or voluntarily waived the opportunity to inspect) and having accepted the Premises in their present condition and having agreed that said Premises may not be suitable for the use intended by LICENSEE and further that the Premises may not be in a safe or proper condition for such use, if the liability of the LICENSOR arises due to the condition of the Premises or the suitability of the Premises for the use intended in this Agreement, such shall not be deemed the sole negligence or willful negligence of LICENSOR.

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6. The rights and privileges herein granted are made solely for the benefit of the LICENSEE and only the LICENSEE is permitted to exercise any right or privilege under this Agreement. LICENSEE shall not in any manner assign, or otherwise extend, in whole or in part, to any other party any of the rights granted hereby without the prior express written permission of LICENSOR.
7. It is expressly understood and agreed that LICENSOR, in its sole and absolute discretion, shall have the right and option, for any reason, to terminate this Agreement at any time.
8. Neither LICENSEE nor approved employees, agents, volunteers, guests, or invitees of LICENSEE, shall have any right under this Agreement to prevent LICENSOR or any party who has permission of LICENSOR, whether said party be an agent or employee of LICENSOR or not, from accessing the Premises.
9. This License is made by LICENSOR and accepted by LICENSEE subject to (i) all taxes and assessments, (ii) all easements serving or crossing the Premises, (iii) all liens and encumbrances whether or not shown on the public records, and (iv) all laws, ordinances, rules and regulations of any governmental authority or agency, including zoning restrictions, which may now or hereafter be applicable to the Premises.

10. Wherever this Agreement provides for the giving of notice by one party to the other, the same shall be deemed received by such party upon the date said notice shall have been duly mailed through the United States mail, certified, return receipt requested, directed to the following addresses:

LICENSOR:  
Mississippi Power Company  
2992 West Beach Blvd  
Gulfport, MS 39501  
ATTN: Land Supervisor

LICENSEE:  
The City of Petal  
119 W 8<sup>th</sup> Ave  
Petal, MS 39465  
ATTN: Mayor Tony Ducker

11. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal has or can be taken, this Agreement shall not terminate and there shall be immediately substituted for such invalid or unenforceable provision a like, but valid enforceable provision, which most nearly satisfies the ruling of such court and comports with the original intention of the parties.
12. No waiver by LICENSOR to exercise any right or privilege hereunder shall operate as a waiver to exercise the same in the future.
13. LICENSEE shall not use the Premises in any manner as to endanger health or create a nuisance. In addition, LICENSEE will in its use of the Premises use its best efforts to protect the environmental features of the Premises.

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14. This agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Mississippi and the parties hereby unconditionally and irrevocably submit to the exclusive jurisdiction of and to the laying venue in the Chancery Court of the First Judicial District of Harrison County, Mississippi.
15. This Agreement constitutes the full and complete agreement between the parties hereto and said parties shall not be bound by any statement, special condition or agreements not herein expressed. Any alteration or amendment to this Agreement shall be in writing and signed by both parties hereto. This Agreement shall be binding on permitted successors and assigns of LICENSEE.
16. This Agreement may be executed in several counterparts, and any such counterpart shall be binding upon and inure to the benefit of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LICENSOR:

MISSISSIPPI POWER COMPANY

By: \_\_\_\_\_  
Adam Speights  
Land Supervisor

LICENSEE:

CITY OF PETAL

By: \_\_\_\_\_  
Tony Ducker  
The City of Petal Mayor

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STATE OF MISSISSIPPI  
COUNTY OF HARRISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of day of \_\_\_\_\_, 2024, within my jurisdiction, the within named Adam P Speights, who acknowledged that he is the Land Supervisor of MISSISSIPPI POWER COMPANY, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of day of \_\_\_\_\_, 2024, within my jurisdiction, the within named Tony Ducker, who acknowledged that he is The Mayor, on behalf of the City of Petal, a foreign corporation authorized to conduct business in the State of Mississippi, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Given under my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

Aerial Depiction of Premises

The Premises to be used by The City of Petal is depicted as the area shaded in red on the image below:



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