MINUTES OF THE RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI June 19, 2018

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 19, 2018 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Aldermen Ben Carver attended telephonically. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.
Mayor Lynn Spruill then asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked that Item XI. B. 2. a. be removed: CONSIDERATION OF CHOOSING THE QUALIFICATIONS OF THE CONSULTING FIRM FARMER–MORGAN TO COMPLETE AND APPLY FOR US DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) AND APPALACHIAN REGIONAL COMMISSION GRANTS FOR IMPROVEMENTS TO THE DR. MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 CORRIDOR.

Mayor Spruill asked that Item IX. C. be added: CONSIDERATION OF APPLYING FOR, AND ACCEPTING IF AWARDED, A MISSISSIPPI ENVIRONMENTAL INFRASTRUCTURE RESOURCE PROTECTION AND DEVELOPMENT PROGRAM FUNDED GRANT BY THE U.S. ARMY CORP OF ENGINEERS SECTION 592 PROGRAM TO ASSIST WITH SEWER COLLECTION SYSTEM IMPROVEMENTS IN THE AMOUNT OF APPROXIMATELY $1,073,358 WHICH INCLUDES A 25% MATCH BY STARKVILLE UTILITIES.

There being no objections to the changes, the Mayor called for a motion to approve the agenda with consent items.

1. A MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the June 19, 2018 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

OFFICIAL AGENDA OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI RECESS MEETING OF TUESDAY, JUNE 19, 2018 5:30 P.M., COURT ROOM, CITY HALL 110 WEST MAIN STREET

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE MAY 15, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. STARKVILLE PUBLIC LIBRARY
B. MISSISSIPPI HORSE PARK

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND DISCUSSION FOR UPDATING THE RESIDENTIAL PARKING REQUIREMENTS OF THE ZONING ORDINANCE.

IX. MAYOR'S BUSINESS

A. DISCUSSION AND CONSIDERATION OF SETTING A RECESS BOARD MEETING FOR THE PURPOSE OF INTERVIEWING CANDIDATES FOR THE VACANT POSITION OF DIRECTOR OF PARKS AND RECREATION.

B. CONSIDERATION OF REQUESTING A PRESENTATION BY DR. JASON BARRETT OF POSSIBLE OPTIONS AND IMPACT OF WATER AND SEWER RATE CHANGES FOR THE PURPOSE OF DEDICATING FUNDS TO THE REPLACEMENT OF AGING, EXISTING INFRASTRUCTURE.

C. CONSIDERATION OF APPLYING FOR, AND ACCEPTING IF AWARDED, A MISSISSIPPI ENVIRONMENTAL INFRASTRUCTURE RESOURCE PROTECTION AND DEVELOPMENT PROGRAM FUNDED GRANT BY THE U.S. ARMY CORP OF ENGINEERS SECTION 592 PROGRAM TO ASSIST WITH SEWER COLLECTION SYSTEM IMPROVEMENTS IN THE AMOUNT OF APPROXIMATELY $1,073,358 WHICH INCLUDES A 25% MATCH BY STARKVILLE UTILITIES.

X. BOARD BUSINESS

A. CONSIDERATION OF A CONTRACT WITH DALHOFF THOMAS FOR AN ATHLETIC COMPLEX MASTER PLAN AT THE CORNERSTONE PARK PROPERTY IN STARKVILLE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF A LEASE AGREEMENT WITH ROBERT WARD, THE ONLY BIDDER, OF APPROXIMATELY 66.75 ACRES OF AGRICULTURAL LAND.

2. CONSIDERATION TO ADVERTISE FOR PROPOSALS FOR AIRPORT FUEL AND EQUIPMENT.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
   THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

   a. CONSIDERATION OF DIRECTING COMMUNITY DEVELOPMENT AND ENGINEERING STAFF TO ADVERTISE FOR TWO PUBLIC HEARINGS TO UPDATE CHAPTERS 54 AND 62 OF THE CODE OF ORDINANCES TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 44CRF REQUIREMENTS.

   b. A SPECIAL EVENT REQUEST BY CITY OF STARKVILLE TO HOLD THE ANNUAL 4TH OF JULY EVENT AND HAVE CITY PARTICIPATION WITH SERVICES.

   c. CONSIDERATION OF TRAVEL FOR BUDDY SANDERS TO HUNTSVILLE, AL TO ATTEND A MEETING REGARDING FUNDING SOURCES FOR THE DR. MARTIN LUTHER KING, JR./HIGHWAY 182 IMPROVEMENTS.

C. COURTS
   THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR BIDS FOR STP-7101-00(004) LPA/107116-701000, LOUISVILLE STREET MULTI-USE PATH PROJECT FROM LYNN LANE TO EMERSON SCHOOL, IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GUIDELINES AND PROCEDURES.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 12, 2018 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF MAY FINANCIAL REPORTS.

3. CONSIDERATION OF LEASE RENEWAL WITH CANON COPIERS FOR HUMAN RESOURCE DEPARTMENT, CITY CLERK'S OFFICE AND PARK DEPARTMENT.

F. FIRE DEPARTMENT

1. CONSIDERATION OF AUTHORIZATION FOR COLEMAN NORMAN TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM TO TAKE ASSOCIATE LEVEL COURSES IN FIRE SCIENCE WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED $1,500.00 PER SEMESTER AND TO REIMBURSE SGT. NORMAN FOR THE APPROVED COURSES COMPLETED IN FALL 2017 SEMESTER IN THE AMOUNT OF $450.00.

2. REQUEST PERMISSION TO PURCHASE 4 SETS OF FIREFIGHTER TURN-OUT GEAR FROM NAFECO AT A COST OF $10,226.28 OFF STATE CONTRACT TO BE PAID FROM STATE REBATE FUNDS.

3. REQUEST PERMISSION TO RENEW ANNUAL MEMBERSHIP TO THE WELLNESS CONNECTION IN THE AMOUNT OF $8,000.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE TRE'VAN SAMUEL AS A MAINTENANCE WORKER III IN THE STARKVILLE UTILITIES DEPARTMENT UNDER THE WASTEWATER DIVISION.

2. REQUEST AUTHORIZATION TO HIRE DERRICK WARE AS A MAINTENANCE WORKER I FOR THE UTILITIES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE COLE HARRIS, WYMAN LEDLOW III, SAWYER OAKES, AND DAMIEN ROBINSON AS ENTRY LEVEL POLICE OFFICERS FOR THE STARKVILLE POLICE DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE DEAN HEFFERNAN, LOGAN MILLER, TRISTAN NESSEL, AND SEAN WILLIAMS AS PART-TIME AIRCRAFT FBO LINEMEN IN THE STARKVILLE AIRPORT DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE BRENT WILEMON AS A PART-TIME CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE MADISON RIALS AS A PART-TIME ATHLETIC ASSISTANT IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

7. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER GILES AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

8. REQUEST AUTHORIZATION TO HIRE JACOB FORRESTER AS THE ASSISTANT MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

9. CONSIDERATION TO APPROVE A TEMPORARY PAY ADJUSTMENT FOR THE INTERIM ACCOUNTING MANAGER FOR STARKVILLE UTILITIES IN ACCORDANCE TO CITY POLICY IN THE PERSONNEL MANUAL, SECTION 2, F. PAY RATES FOR CHANGES IN STATUS, UNDER TEMPORARY PROMOTIONS.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF SEEKING PROPOSALS FROM CONTRACTORS ON REPLACING WATER AND SEWER INFRASTRUCTURE IN PLEASANT ACRES.

2. REQUEST AUTHORIZATION FOR RANDALL CHRISWELL TO TRAVEL TO SCOTTSBORO, AL TO ATTEND LINEMAN APPRENTICE LAB 3 OPERATIONS ON JULY 23-27, 2018 AT A TOTAL COST NOT TO EXCEED $871.53 WITH ADVANCE TRAVEL.

3. REQUEST AUTHORIZATION FOR ORLANDO SMITH AND JUSTIN HATCHER TO TRAVEL TO JACKSON, TN TO ATTEND LINEMAN APPRENTICE LAB 2 CONSTRUCTION ON JUNE 26-29, 2018 AT A TOTAL COST NOT TO EXCEED $825.00 EACH WITH ADVANCE TRAVEL.

4. REQUEST AUTHORIZATION TO EXECUTE 2018 GREEN POWER WITH PROVIDERS AMENDMENT WITH TVA.

5. REQUEST AUTHORIZATION TO PURCHASE TRAILER MOUNTED VACUUM EXCAVATOR FROM WILLIAM EQUIPMENT & SUPPLY FOR $70,400.00, THE LOWER OF BIDS RECEIVED.

XII. <u>CLOSED DETERMINATION SESSION</u>

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

A. PERSONNEL
B. PENDING LITIGATION

XV. <u>OPEN SESSION</u>

XVI. <u>ADJOURN UNTIL JULY 3, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.</u>

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 29:

2. CONSIDERATION OF THE MINUTES OF THE MAY 15, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 19, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the May 15, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF REQUESTING A PRESENTATION BY DR. JASON BARRETT OF POSSIBLE OPTIONS AND IMPACT OF WATER AND SEWER RATE CHANGES FOR THE PURPOSE OF DEDICATING FUNDS TO THE REPLACEMENT OF AGING, EXISTING INFRASTRUCTURE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 19, 2018 Official Agenda, and to accept items for consent, whereby the “approval of requesting a presentation by Dr. Jason Barrett of the possible options and impact of water and sewer rate changes for the purpose of dedicating funds to the replacement of aging, existing infrastructure” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF A LEASE AGREEMENT WITH ROBERT WARD, THE ONLY BIDDER, OF APPROXIMATELY 66.75 ACRES OF AGRICULTURAL LAND.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Lease Agreement between the City of Starkville and Robert Ward for use of the Agricultural Land Inside the Fenced Area for One Year at George M. Bryan Field for an annual payment of $2,260 from Mr. Ward” is enumerated, this consent item is thereby approved.

LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
ROBERT WARD

This Lease Agreement is entered into on this the 1st day of July, 2018, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **ROBERT WARD**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Exhibit "A" consisting of approximately 66.75 acres of agricultural land that is outlined by the solid yellow boundaries in Exhibit "A" (the "Leased Premises"); and

WHEREAS, Lessor is willing to lease the Leased Premises as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.

2. USE OF PREMISES.

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the

Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and

Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on July 1, 2018, and shall continue through and expire on July 1, 2019, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing on or before January 1, 2019.

4. RENT. The rent for the subject property shall be $2,260.00 per year and shall be made in one lump sum payment on or before July 1, 2018. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Thirty Three Dollars and Eighty Five Cents ($33.85) per acre applied to approximately 66.75 acres of leased premises. Full payment shall be due by July 1, 2018. Rent shall be paid to Starkville Airport Manager, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements, aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the

Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to $33.85 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations, and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars ($1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars ($1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

11. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to

enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

12. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

15. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

16. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past

due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

22. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor D. Lynn Spruill
~~101 E. Lampkin Street~~ 110 West Main St.
Starkville, MS 39759

To Lessee: ROBERT WARD
____
____
____

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE

____

LESSOR

CITY OF STARKVILLE, MS

BY:______________________________
D. Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF __________

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **ROBERT WARD**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the _______ day of ________________, 2018.

____

NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:

____

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **D. Lynn Spruill and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

Given under my hand and seal, this the 21st day of June, 2018.

Michelle Summerford Polk

NOTARY PUBLIC

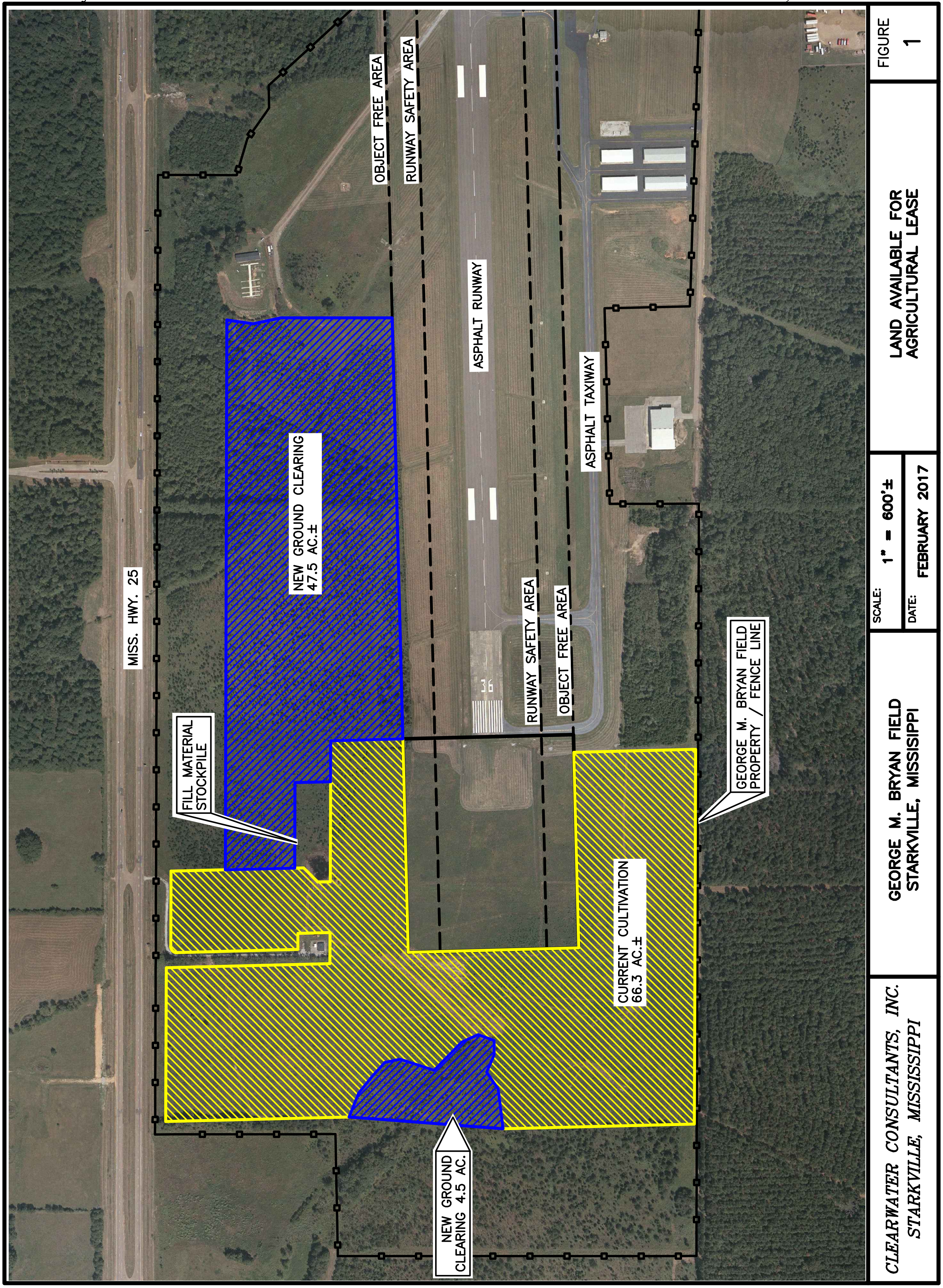
STATE OF MISSISSIPPI NOTARY PUBLIC ID # 22120 MICHELLE SUMMERFORD POLK Commission Expires Nov. 7, 2020 OKTIBBEHA COUNTY

(S E A L)

MY COMMISSION EXPIRES:
11-7-20

1075575_1

EXHIBIT "A"


MISS. HWY. 25
OBJECT FREE AREA
RUNWAY SAFETY AREA
ASPHALT RUNWAY
ASPHALT TAXIWAY
NEW GROUND CLEARING
47.5 AC.±
FILL MATERIAL
STOCKPILE
RUNWAY SAFETY AREA
OBJECT FREE AREA
GEORGE M. BRYAN FIELD
PROPERTY / FENCE LINE
CURRENT CULTIVATION
66.3 AC.±
NEW GROUND
CLEARING 4.5 AC.
FIGURE
1
LAND AVAILABLE FOR
AGRICULTURAL LEASE
SCALE:
1" = 600'±
DATE:
FEBRUARY 2017
GEORGE M. BRYAN FIELD
STARKVILLE, MISSISIPPI
CLEARWATER CONSULTANTS, INC.
STARKVILLE, MISSISSIPPI

6. CONSIDERATION OF ADVERTISING FOR PROPOSALS FOR AIRPORT FUEL AND EQUIPMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for aviation fuel and equipment” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF DIRECTING COMMUNITY DEVELOPMENT AND ENGINEERING STAFF TO ADVERTISE FOR TWO PUBLIC HEARINGS TO UPDATE CHAPTERS 54 AND 62 OF THE CODE OF ORDINANCES TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 44CRF REQUIREMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of directing Community Development and Engineering staff to advertise for two public hearings to update Chapters 54 and 62 of the Code of Ordinances to meet Federal Emergency Management Agency (FEMA) 44CRF requirements” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF TRAVEL FOR BUDDY SANDERS TO HUNTSVILLE, AL TO ATTEND A MEETING REGARDING FUNDING SOURCES FOR THE DR. MARTIN LUTHER KING, JR./HIGHWAY 182 IMPROVEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of travel for Buddy Sanders to Huntsville, AL to attend a meeting regarding funding sources for the Dr. Martin Luther King, Jr./Highway 182 improvements at an estimated cost of $65.00” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR BIDS FOR STP-7101-00(004) LPA/107116-701000, LOUISVILLE STREET MULTI-USE PATH PROJECT FROM LYNN LANE TO EMERSON SCHOOL, IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GUIDELINES AND PROCEDURES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for STP-7101-00(004) LPA/107116-701000, Louisville Street Multi-use path project from Lynn Lane to Emerson School, in accordance with the Mississippi Department of Transportation Local Public Agency guidelines and procedures” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF MAY FINANCIAL REPORTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “acceptance of the May financial reports” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF LEASE RENEWAL WITH CANON COPIERS FOR HUMAN RESOURCE DEPARTMENT, CITY CLERK’S OFFICE AND PARK DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of renewing lease with Canon Copiers for the Human Resource, City Clerk and Park departments” is enumerated, this consent item is thereby approved.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **City Of Starkville** (hereinafter referred to as Customer), and **Canon Solutions America** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the ______________ day of __________________, 20 ___ .

Vendor: Canon Solutions America

By: ________________________________

Authorized Signature

Printed Name:

Title:

Witness my signature this the ___________ day of ________________ , 20_____.

Customer: __________________________________

By: ______________________________________

Authorized Signature

Printed Name: __________________________

Title: _______________________________

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200038140

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Starkville- Parks and Rec.

Bill To Address: 405 Lynn Lane
Starkville, MS 39769

Ship To Address: 405 Lynn Lane
Starkville , MS 39769

Description of Equipment, Software, or Services	Price
iRA C5550i II	
Cassette Feeding Unit, Power Filter	
Buffer Pass Unit, 2/3 Hole Punch,	
Super G3 Fax Board	**$345**

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 7/1/18
End Date: 6/30/22

Modifications: All inclusive maintenance contracts: Maintenance includes all toner, parts, labor and supplies.

Everything but paper. Paying per copy @ $.0062 per b/w and $.0467 per color copy.

Vendor Signature

Lesa Hardin
Customer Signature

Canon

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT REIMBURSEMENT ADDENDUM TO AGREEMENT # S0823635.01 (the "AGREEMENT")

Page 1 of ____

Customer ("You"):		Customer Account: 1653049
Company: CITY OF STARKVILLE		
Address: 405 LYNN LN		
City: STARKVILLE		County: OKTIBBEHA
State: MS	Zip: 39759-4412	Phone #: 662.323.2294
Email: l.hardin@cityofstarkville.org		

Buy-out Reimbursement

$ __________ to be paid under the circumstances described in Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: ____________________

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

☐ Not Applicable

☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.

☑ CSA will return the equipment to the leasing company per Section 2 below.

☐ You will retain the equipment.
If so, will the equipment remain under a CSA Maintenance Agreement?
Yes ☐ If yes, under an Existing Contract ☐ or New Contract ☐ **No** ☐

☐ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name	Lease Number
CFS	001-0630432-004

Return Authorization

Please select one:

☐ Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
Equipment Condition: ☐ Good Working Condition ☐ As is condition

☑ Return Equipment to selected Leasing Company
☑ Canon Financial Services

☐ Return Equipment to CSA. Original Order Date ____________

Pick-Up Information:

☑ Same Date as Delivery of Listed Items specified on the Agreement.

☐ Other Specified Date: ____ / ____ / ______
(but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: ____________________ Phone: ____________

E-Mail: ____________________

Special Removal Instructions: ____________________

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
UGTR	5559B003	IRADVC5250	JMQ12482	361000		Lesa Hardin 662.323.2294	l.hardin@cityofstarkville.org	

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. **If Buy Out Reimbursement is selected:** The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. **If Trade-in Equipment or Return to Leasing Company is selected:** You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature Lesa Hardin

Printed Name Lesa Hardin Title City Clerk/CFO Date 6-19-18

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **City Of Starkville** (hereinafter referred to as Customer), and **Canon Solutions America** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the ______________ day of __________________, 20 ___ .

Vendor: Canon Solutions America

By: ________________________________

Authorized Signature

Printed Name:

Title:

Witness my signature this the 19th day of June, 2018.

Customer: City of Starkville

By: Lesa Hardin

Authorized Signature City Clerk/CFO

Printed Name: Lesa Hardin

Title: City Clerk /CFO

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200038140

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Starkville- City Hall.

Bill To Address: 110 West Main Street
Starkville, MS 39769

Ship To Address: 110 West Main Street
Starkville , MS 39769

Description of Equipment, Software, or Services	Price
iRA C5535i II	
Cabinet, Power Filter	
Super G3 Fax Board , Inner Finish	**$185**

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 7/1/18
End Date: 6/30/22

Modifications: All inclusive maintenance contracts: Maintenance includes all toner, parts, labor and supplies.

Everything but paper. Paying per copy @ $.0062 per b/w and $.0467 per color copy.

Vendor Signature

Lisa Hardin
Customer Signature

Canon

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT REIMBURSEMENT ADDENDUM TO AGREEMENT # S0826916.01 (the "AGREEMENT")

Page 1 of ____

Customer ("You"):		Customer Account: 1878536
Company: CITY OF STARKVILLE		
Address: 110 W MAIN ST CITY HALL		
City: STARKVILLE		County: OKTIBBEHA
State: MS	Zip: 39759-2823	Phone #: 662.323.2525
Email: l.hardin@cityofstarkville.org		

Buy-out Reimbursement

$ __________ to be paid under the circumstances described in Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: ____________________

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☑ CSA will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment.
  If so, will the equipment remain under a CSA Maintenance Agreement?
  Yes ☐ If yes, under an Existing Contract ☐ or New Contract ☐ **No** ☐
- ☐ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name	Lease Number
CFS	001-0630432-002

Return Authorization

Please select one:

- ☐ Trade-In
  Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
  Equipment Condition: ☐ Good Working Condition ☐ As is condition
- ☑ Return Equipment to selected Leasing Company
  - ☑ Canon Financial Services
- ☐ Return Equipment to CSA. Original Order Date ____________

Pick-Up Information:

- ☑ Same Date as Delivery of Listed Items specified on the Agreement.
- ☐ Other Specified Date: ____ / ____ / ______
  (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: ____________________ Phone: ____________

E-Mail: ____________________

Special Removal Instructions: ____________________

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
UGTR	5561B003	IRADVC5235	JWH03501	269845		Lesa Hardin 662.323.2525	l.hardin@cityofstarkville.org	

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. If Trade-in Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature Lesa Hardin

Printed Name Lesa Hardin Title City Clerk / CFO Date 6-18-18

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between **City Of Starkville** (hereinafter referred to as Customer), and **Canon Solutions America** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq*. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:	**For the Customer:**
Name	Name
Title	Title
Address	Address
City, State, & Zip Code	City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: http://www.transparency.mississippi.gov.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the ______________ day of __________________, 20 ___ .

Vendor: Canon Solutions America

By:________________________________

Authorized Signature

Printed Name:

Title:

Witness my signature this the ___________ day of ________________ , 20_____.

Customer:_________________________________

By: _____________________________________

Authorized Signature

Printed Name:_________________________

Title:_______________________________

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200038140

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Starkville- City Hall.

Bill To Address: 110 West Main Street

Starkville, MS 39769

Ship To Address: 110 West Main Street

Starkville , MS 39769

Description of Equipment, Software, or Services	Price
iRA C5550i II	
Cassette Feeding Unit, Power Filter	
Buffer Pass Unit, 2/3 Hole Punch,	
Staple Finisher	**$310**

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 7/1/18
End Date: 6/30/22

Modifications: All inclusive maintenance contracts: Maintenance includes all toner, parts, labor and supplies.

Everything but paper. Paying per copy @ $.0062 per b/w and $.0467 per color copy.

Vendor Signature

Lisa Hardin
Customer Signature

Canon
CANON SOLUTIONS AMERICA
Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT REIMBURSEMENT ADDENDUM TO AGREEMENT # S0826911.01 (the "AGREEMENT")

Customer ("You"):	Customer Account: 1878536
Company: CITY OF STARKVILLE	
Address: 110 W MAIN ST CITY HALL	
City: STARKVILLE	County: OKTIBBEHA
State: MS Zip: 39759-2823	Phone #: 662.323.2525
Email: l.hardin@cityofstarkville.org	

Buy-out Reimbursement

$ __________ to be paid under the circumstances described in Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: ____________________

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☑ CSA will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment.
  If so, will the equipment remain under a CSA Maintenance Agreement?
  Yes ☐ If yes, under an Existing Contract ☐ or New Contract ☐ **No** ☐
- ☐ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name	Lease Number
CFS	001-0630432-003

Return Authorization

Please select one:

- ☐ Trade-In
  Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
  Equipment Condition: ☐ Good Working Condition ☐ As is condition
- ☑ Return Equipment to selected Leasing Company
  - ☑ Canon Financial Services
- ☐ Return Equipment to CSA. Original Order Date ____________

Pick-Up Information:

- ☑ Same Date as Delivery of Listed Items specified on the Agreement.
- ☐ Other Specified Date: ____ / ____ / ______
  (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: ____________________ Phone: ____________

E-Mail: ____________________

Special Removal Instructions: ____________________

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
UGTR	5558B003	IRADVC5255	JME09414	225000		Lesa Hardin 662.323.2525	l.hardin@cityofstarkville.org	

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. If Trade-in Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature *Lesa Hardin*

Printed Name *Lesa Hardin* Title *City Clerk / CFO* Date *6-19-18*

12. CONSIDERATION OF AUTHORIZATION FOR COLEMAN NORMAN TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM TO TAKE ASSOCIATE LEVEL COURSES IN FIRE SCIENCE WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED $1,500.00 PER SEMESTER AND TO REIMBURSE SGT. NORMAN FOR THE APPROVED COURSES COMPLETED IN FALL 2017 SEMESTER IN THE AMOUNT OF $450.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval for Coleman Norman to participate in the City of Starkville educational assistance program to take associate level courses in fire science with a total reimbursement cost not to exceed $1,500.00 per semester and to reimburse Sgt. Norman for the approved courses completed in Fall 2017 semester in the amount of $450” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO PURCHASE 4 SETS OF FIREFIGHTER TURN-OUT GEAR FROM NAFECO AT A COST OF $10,226.28 OFF STATE CONTRACT TO BE PAID FROM STATE REBATE FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to purchase 4 sets of firefighter turn-out gear from NAFECO at a cost of $10,226.28 off State contract, to be paid from State Rebate Funds” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO RENEW ANNUAL MEMBERSHIP TO THE WELLNESS CONNECTION IN THE AMOUNT OF $8,000.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to renew annual membership to the Wellness Connection in the amount of $8,000.00” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE TRE’VAN SAMUEL AS A MAINTENANCE WORKER III IN THE STARKVILLE UTILITIES DEPARTMENT UNDER THE WASTEWATER DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Tre’van Samuel as a Maintenance Worker III in the Starkville Utilities Department under the Wastewater Division” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE DERRICK WARE AS A MAINTENANCE WORKER I FOR THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Derrick Ware as a Maintenance Worker I for the Utilities Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE COLE HARRIS, WYMAN LEDLOW III, SAWYER OAKES, AND DAMIEN ROBINSON AS ENTRY LEVEL POLICE OFFICERS FOR THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Cole Harris, Wyman Ledlow III, Sawyer Oakes, and Damien Robinson as Entry Level Police Officers for the Starkville Police Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE DEAN HEFFERNAN, LOGAN MILLER, TRISTAN NESSEL, AND SEAN WILLIAMS AS PART-TIME AIRCRAFT FBO LINEMEN IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Dean Heffernan, Logan Miller, Tristan Nessel, and Sean Williams as Aircraft Linemen in the Starkville Airport Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE BRENT WILEMON AS A PART-TIME CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Brent Wilemon as a part-time Certified Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO HIRE MADISON RIALS AS A PART-TIME ATHLETIC ASSISTANT IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Madison Rials as a part-time Athletic Assistant in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO HIRE CHRISTOPHER GILES AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Christopher Giles as an Apprentice Lineman in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO HIRE JACOB FORRESTER AS THE ASSISTANT MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Jacob Forrester as the Assistant Manager in the Starkville Utilities Department is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO APPROVE A TEMPORARY PAY ADJUSTMENT FOR THE INTERIM ACCOUNTING MANAGER FOR STARKVILLE UTILITIES IN ACCORDANCE TO CITY POLICY IN THE PERSONNEL MANUAL, SECTION 2, F. PAY RATES FOR CHANGES IN STATUS, UNDER TEMPORARY PROMOTIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a temporary pay increase for the Interim Accounting Manager for Starkville Utilities” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO SEEK PROPOSALS FROM CONTRACTORS ON REPLACING WATER AND SEWER INFRASTRUCTURE IN PLEASANT ACRES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the "approval to seek proposals from contractors on replacing water and sewer infrastructure in Pleasant Acres" is enumerated, this consent item is thereby approved.

26. CONSIDERATION FOR RANDALL CHRISWELL TO TRAVEL TO SCOTTSBORO, AL TO ATTEND LINEMAN APPRENTICE LAB 3 OPERATIONS ON JULY 23-27, 2018 AT A TOTAL COST NOT TO EXCEED $871.53 WITH ADVANCE TRAVEL.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the "approval for Randall Chriswell to travel to Scottsboro, AL to attend Lineman Apprentice Lab 3 Operations on July 23-27, 2018 at a total cost not to exceed $871.53 with advance travel" is enumerated, this consent item is thereby approved.

27. CONSIDERATION FOR ORLANDO SMITH AND JUSTIN HATCHER TO TRAVEL TO JACKSON, TN TO ATTEND LINEMAN APPRENTICE LAB 2 CONSTRUCTION ON JUNE 26-29, 2018 AT A TOTAL COST NOT TO EXCEED $825.00 EACH WITH ADVANCE TRAVEL.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the "approval for Orlando Smith and Justin Hatcher to travel to Jackson, TN to attend Lineman Apprentice Lab 2 Construction on June 26-29, 2018 at a total cost not to exceed $825 each with advance travel" is enumerated, this consent item is thereby approved.

28. CONSIDERATION TO EXECUTE 2018 GREEN POWER WITH PROVIDERS AMENDMENT WITH TVA.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the "approval to execute 2018 Green Power with providers amendment with TVA" is enumerated, this consent item is thereby approved.

GREEN POWER PROVIDERS AMENDMENT

TV-48326A, Supp. No. ____

This Amendment is dated __________________ and is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**") and TENNESSEE VALLEY AUTHORITY ("**TVA**").

Distributor purchases all of its power requirements from TVA for resale under contract number TV-48326A, effective March 1, 1978, as amended ("**Power Contract**").

Distributor and TVA have entered into a Green Power Providers Agreement, Supplement No. 73 to the Power Contract, effective October 1, 2012, as amended ("**GPP Agreement**"), under which TVA acquires electric energy from qualifying renewable generation systems installed or owned by Distributor or customers served by Distributor ("**Installers**") through Green Power Providers Participation Agreements ("**Participation Agreements"**) among TVA, Distributor, and Installers.

Distributor and TVA want to amend the GPP Agreement to revise the generation credit rate and associated costs for renewable generation, in addition to making other Program improvements.

In consideration of the premises and the agreements below, the parties agree:

SECTION 1 - TERM

This Amendment is effective throughout the remaining term of the GPP Agreement.

SECTION 2 - DEFINED TERMS

Capitalized and underlined terms not otherwise defined under this Amendment have the same meaning as defined in the GPP Agreement.

SECTION 3 - DEFINITIONS

3.1 Defined terms, as is set out in Article 2 of the GPP Agreement entitled "DEFINITIONS," as amended, may be added, removed, or otherwise modified by TVA at any time, upon Notice.

3.2 The last sentence of the first paragraph in Section 2.7 of the GPP Agreement, providing for TVA reimbursement of costs associated with a Generation Meter or Generation Meter, as applicable, is deleted in its entirety.

3.3 Section 2.8 of the GPP Agreement is replaced in its entirety with the following:

SECTION 2.8 - GENERATION CREDIT

"**Generation Credit**" means the accrued generation credits due to Participant. Generation Credits for residential Participants (deemed to be residential (RS) or GSA1) with Qualifying Systems that are 10 kW or less will be 9.00¢/kWh for energy measured on the Generation Meter. Generation Credits for residential Participants (deemed to be residential (RS) or GSA1) with Qualifying Systems that are greater than 10 kW will be 7.50¢/kWh for energy measured on the Generation Meter.

Generation Credits for commercial Participants (deemed to be any commercial schedule other than RS or GSA1) will be 7.50¢/kWh for energy measured on the Generation Meter.

3.4 Section 2.21 of the GPP Agreement is amended by adding the sentence below to the end of said section:

After Distributor installs the Generation Meter, TVA will submit an invoice to Distributor and Distributor will, within thirty (30) days, pay TVA the cost of the Generation Meter. Distributor will also be responsible for paying TVA the ongoing cost of metering communications.

3.5 The following definition is added to the end of Article 2 of the GPP Agreement:

SECTION 2.22 - NOTICE

"Notice," or "notice," means that TVA will provide thirty (30) Calendar Days' notice to Distributor and such notice will be effective for any notice required under this Agreement and will be deemed to have been properly given if provided electronically, either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose.

SECTION 4 - TVA REQUIREMENTS

Section 3.2, Section 3.3, Section 3.4, Section 5.1, and Section 6.3 of the GPP Agreement are amended to remove any obligation upon TVA or Vendor to reimburse, compensate, pay, or otherwise be invoiced by Distributor or Participants for any responsibility, receipt, incentive, or reimbursement under the GPP Agreement. Notwithstanding the foregoing, this Amendment shall not relieve the parties of their rights and obligations with regard to Participants enrolled in the Program prior to the effective date of this Amendment.

SECTION 5 - DISTRIBUTOR INVOICE TO TVA FOR REIMBURSEMENTS

Section 7.2 of the GPP Agreement is deleted in its entirety; provided, however, this Amendment shall not relieve TVA from paying Distributor the eligible reimbursable expenses identified under Article 5 of the GPP Agreement for Participation Agreements executed prior to the effective date of this Amendment.

SECTION 6 - ONLINE FORM SUBMISSION

The forms entitled “Request to Amend Participation Agreement to Modify Capacity of Qualifying System” and “Request for New Construction Participation in Program,” labeled Attachments D and E respectively, are to be completed online at https://gpp.tva.gov/ServiceCenter/ and may no longer be submitted using other submission methods, including email or through US Mail. Online forms may be changed from time to time, at any time, at TVA’s discretion. Attachments D and E are hereby terminated.

The parties are signing this Amendment to be effective on the date stated in the introductory clause.

CITY OF STARKVILLE, MISSISSIPPI

By ________________________________

Title: ______________

Date: _____________

TENNESSEE VALLEY AUTHORITY

By _______________________________
Director
Power Customer Contracts

Date: _____________

29. CONSIDERATION TO PURCHASE A TRAILER MOUNTED VACUUM EXCAVATOR FROM WILLIAM EQUIPMENT & SUPPLY FOR $70,400.00, THE LOWER OF BIDS RECEIVED.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the "approval to purchase Trailer Mounted Vacuum Excavator from, William Equipment & Supply for $70,400.00" is enumerated, this consent item is thereby approved.

Two bids received: Vermeer Equipment - $73,427.27
Williams Equipment - $70,400.00

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill introduced new employee Marvin Hughes, Starkville Police Officer. She also invited everyone to a reception for Scott Maynard to be held July 28 from 4 to 6 pm at the Greater Starkville Development Partnership upon his retirement as GSDP CEO.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:
Alvin Turner, Ward 7, expressed concern with the proposed Pecan Acres relocation plan. He noted he was struck by a vehicle thirteen years ago on Louisville Street and thanked everyone who assisted him them and those which still help him.
Dorothy Isaac, Ward 6, asked that the Board consider something to assist development in Rolling Hills. She also asked that anything supported with City services be open to the public.

PUBLIC APPEARANCES:

STARKVILLE PUBLIC LIBRARY
Alderman Sistrunk spoke on behalf of the library and discussed all the services offered to the public such as internet, computers, programs and various reading and research materials. The Starkville Library is part of the Tombigbee Regional Library System.

MISSISSIPPI HORSE PARK
Bricklee Miller, Facility Director for the Mississippi Horse Park, presented an overview of the park and the various programs offered since it opened in 1999. Major annual events have grown from 23 in 1999 to over 100 in 2017. The park is supported by the City of Starkville, Oktibbeha County and MSU Extension along with Horse Park event revenue. The operating budget in 1999 was $350,000 and the operating budget for 2018 is $451,000. Ms Miller showed a video of event highlights. The partnership of all entities has been successful and she thanked the City for their continued support.

PUBLIC HEARING:

SECOND PUBLIC HEARING AND DISCUSSION FOR UPDATING THE RESIDENTIAL PARKING REQUIREMENTS OF THE ZONING ORDINANCE.

Daniel Havelin and Emily Corbin presented. On May 1, 2018, the Board of Aldermen authorized the Community Development staff to advertise for a total of three public hearings on residential parking requirements: Two public hearings for the Board of Aldermen on June 5th and June 19th 2018 and one public hearing for the Planning and Zoning Commission on June 12th 2018. A legal ad was run in the Starkville Daily News on May 14, 2018. A sign advertising the dates, times and location of all three public hearings was posted in the lobby of City Hall. The sections effected by the proposed change are Appendix A-Zoning, Article VIII.-Off-Street Parking Sec A. Automobile parking requirements and Sec B. Residential Use Parking Requirements.

Overview of Changes between Draft 1 and Draft 2:

- Language about RV and boat storage placement due to physical constraints
- Language about the removal of trees not being required or preferred in order to meet requirements of ordinance
- Language about RV short term living for City recognized holidays

Mayor Spruill opened the Public Hearing and called for public comments.

Chris Taylor noted that some older homes do not have enough parking for these new rules and asked that these neighborhoods be considered. He also asked for consideration of parking for reunions, graduations, special events, etc. that may occur more than three times a year, as the changes proposed limits.

There being no additional comments from the public or the Board, the Mayor announced the public hearing closed.

30. CONSIDERATION TO SET A RECESS BOARD MEETING FOR THE PURPOSE OF INTERVIEWING CANDIDATES FOR THE VACANT POSITION OF DIRECTOR OF PARKS AND RECREATION.

Mayor Spruill noted that there were four finalists for the vacant position of Director of Parks and Recreation. She suggested, due to the distance some of the applicants live from Starkville, that the board consider preliminary interviews via Skype. The Board chose to invite the four applicants to in-person interviews.

Alderman Walker, duly seconded by Alderman Little, offered a motion to conduct in-person interviews for the vacant position of Director of Parks and Recreation Tuesday, July 10 at 3 p.m. in the court room of City Hall. The Board then voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

31. CONSIDERATION OF APPLYING FOR, AND ACCEPTING IF AWARDED, A MISSISSIPPI ENVIRONMENTAL INFRASTRUCTURE RESOURCE PROTECTION AND DEVELOPMENT PROGRAM FUNDED GRANT BY THE U.S. ARMY CORP OF ENGINEERS SECTION 592 PROGRAM TO ASSIST WITH SEWER COLLECTION SYSTEM IMPROVEMENTS IN THE AMOUNT OF APPROXIMATELY $1,073,358 WHICH INCLUDES A 25% MATCH BY STARKVILLE UTILITIES.

Alderman Walker, duly seconded by Alderman Miller, offered a motion applying and accepting, if awarded, a Mississippi Environmental Infrastructure Resource Protection and Development Program funded by the U.S. Army Corp of Engineers Section 592 Program to assist with sewer collection system improvements in the amount of approximately $1,073,358 which includes a 25% match by Starkville Utilities. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

32. CONSIDERATION OF A CONTRACT WITH DALHOFF THOMAS FOR AN ATHLETIC COMPLEX MASTER PLAN AT THE CORNERSTONE PARK PROPERTY IN STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to enter an agreement with Dalhoff Thomas for an athletic complex master plan at the Cornerstone Park property at a total cost of $61,700.00. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

DALHOFF THOMAS
DESIGN STUDIO

6465 North Quail Hollow Road | Suite 401
Memphis, Tennessee 38120
901.646.5070

720 North Lamar Boulevard | Suite A
Oxford, Mississippi 38655
662.550.5545

dt-designstudio.com

June 13, 2018

Mayor Lynn Spruill
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

RE: ATHLETIC COMPLEX MASTER PLAN
CORNERSTONE PARK PROPERTY
STARKVILLE, MISSISSIPPI

Dear Mayor Spruill,

We appreciate the opportunity to continue as part of your Design Team for the City of Starkville parks improvements, and to submit this proposal to provide the following professional Scope of Services for the above-mentioned property. Dalhoff Thomas design studio has teamed with Neel-Schaffer (civil engineering), and Burns Dirt Construction, Inc (probable construction cost estimating) and will provide a full range of planning and design services needed to complete the proposed tasks of this proposal.

The different phases and components of our services for this Project have been delineated so that we both understand the Scope of Services to be provided, along with the cost for those services. We have listed several additional services for your consideration. Dalhoff Thomas design studio and our design team can perform all components of this proposal and if other services are requested, a cost for those additional services can be provided at the time requested.

Planning and design services are lump sum based for the Scope of Services indicated. This proposal does include expenses such as printing, copying, travel time and expenses, and delivery services.

SCOPE OF SERVICES

PHASE I – MASTER PLANNING

A. BASE MAPPING

The Base Map will be prepared by using an aerial photo and available property boundary and topographic surveys or information.

a. Aerial Background
b. Site Boundaries

c. Existing Utilities, Infrastructure & Easements *(if available)*
d. Existing Vehicular Circulation
e. Existing Pedestrian Circulation

B. SITE INVENTORY & ANALYSIS

The site and surrounding properties will be analyzed and inventoried

a. Inventory Existing Features
   i. On-Site Visit
   ii. On-Site Features
   iii. Surrounding Off-Site Features
   iv. Site Photography
b. Site Analysis
   i. Development Constraints
   ii. Development Opportunities

C. PROGRAMMING

The Programming phase establishes an outline of recreational facilities and elements, circulation elements, and other identified uses and elements that will be implemented as the Conceptual Master Plan is developed. This Phase will be a collaboration effort amongst the Design Team and the City of Starkville staff.

a. Collaborative Program Meeting
   A collaborative Program meeting with the City's elected officials and City Staff will be part of this phase so as many program elements as possible can be identified and discussed

b. Stakeholders Meetings
   Meetings with Stakeholder such as baseball associations/groups will be part of this phase as well.
c. Program Elements
   It's our understanding that the program elements may include:
   - 3 baseball fields (315' fl - 400' cf)
   - 12 baseball fields (combination of (200' to 275')
   - 4 girl softball fields
   - Walking/jogging track
   - Maintenance Facility
   - RV Park
   - Camp Ground
   - Support Facilities

E. CONCEPTUAL MASTER PLAN

The Conceptual Master Plan Phase will produce a plan view conceptual illustration with alternatives. The Design Team will present the Conceptual Master Plan to the City's elected officials and City Staff. This collaborative meeting will allow a forum to give immediate feedback for proposed design solutions. Elements within the Conceptual Master Plan may include:

- Program Elements
- Support Facilities
- Vehicular Circulation
    - i. Points of Access
    - ii. Access Drives
    - iii. Parking
- Pedestrian Circulation
    - i. Points of Access
    - ii. Spectator Areas
    - iii. Trails & Greenways
- Other Identified Uses and Elements of Importance

F. FINAL MASTER PLAN

The Final Master Plan will produce a plan view rendered electronic graphic illustration of program elements, structures, vehicular and pedestrian circulation networks, and other uses identified throughout the design process. This Plan document will be a reproducible color document. The Final Master Plan will be set up to be used as a transition to Construction Documents. Elements may include:

a. Recreational Uses
    i. Athletic Fields
b. Vehicular Circulation
    i. Points of Access
    ii. Access Drives
    iii. Parking
c. Pedestrian Circulation
    i. Points of Access
    ii. Spectator Areas
    iii. Trails & Greenways
d. Other Identified Uses and Elements of Importance
e. Identified Improvement Options

Fee of Master Planning ....$ 25,000.00

Mayor Lynn Spruill
City of Starkville
June 13, 2018
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OPTIONAL ADDITIONAL SERVICES:

A. PERSPECTIVE 3D RENDERINGS

Dalhoff Thomas design/studio is proposing to prepare (2) two 3D Perspective Renderings. These renderings would provide the City of Starkville with high-quality character imaging of the proposed Master Plans. The Renderings would be computer-generated and would provide a visual representation for citizens, visitors, potential sponsors and prospective tournament attendees. The first image will be an aerial perspective of the complex and the second perspective will be in a gathering space to capture the character of the complex.

Fee for this Service..$ 7,800.00

B. PRELIMINARY GRADING AND DRAINAGE PLANS

Preparation of a preliminary grading and drainage plan to determine the general cut and fill requirements, determine pervious vs impervious surface areas, drainage areas, preliminary detention pond sizing, and preliminary drain pipe sizing for the project. These plans will be used to prepare a more accurate grading and drainage construction cost estimate.

Fee for this Service..$ 8,800.00

C. PRELIMINARY UTILITY PLANS

Preparation of preliminary site water and sewer utility plans. Plans will indicate preliminary layout and sizing. These plans will be used to prepare a more accurate utility construction cost estimate.

Fee for this Service..$ 4,000.00

D. PROBABLE CONSTRUCTION COST ESTIMATE

We will retain Burns Dirt Construction, Inc. of Columbus, Mississippi to prepare a probable construction cost estimate. Estimate includes a project breakdown by construction line items.

Fee for This Service..$ 4,600.00

E. MASTER PLAN BOOKLETT

After the approval of the Final Master Plan, DT Design will prepare a Master Plan Booklet. The Booklet will include but not limited to:

1. Site analysis
2. Program statement
3. Final master plan

4. Narrative for the final master plan
5. Summary of the planning process
6. Summary of the program and conceptual master plan meetings
7. 3D Perspective Images
8. Preliminary Grading and Drainage Plans
9. Site Utility Plans
10. Phasing recommendations
11. Probable construction cost estimate of each alternative
12. The final master plan document will be provided to the City of Starkville in a PDF file for reproduction. DT Design will provide 15 bound hard copies to the city.

Fee of this Service..$ 5,500.00

F. SPORTS PLEX AND MCKEE PARK MASTER PLAN REVISIONS

Since baseball and possibly softball are going to be located at the Cornerstone Park property, revisions to the Sports Plex and McKee Park Master Plans will be needed. It's envisioned that McKee Park will remain a passive park and the Sports Plex will become a Soccer Complex. These revisions will produce a plan view rendered Master Plan for each.

Fee for this Service..$ 6,000.00

SUMMARY OF FEES

Phase I – Master Planning..$ 25,000 .00

Subtotal..$ 25,000.00

Optional Additional Services

A. 3D Perspective Rendering..$ 7,800.00

B. Preliminary Grading and Drainage Plans ....$ 8,800 .00

C. Preliminary Utility Plans ....$ 4,000 .00

D. Probably Construction Cost Estimating...$ 4,600 .00

E. Master Plan Booklet ....$ 5,500.00

F. Sports Plex and McKee Park Master Plan Revisions...$ 6,000.00

Total of Additional Services...$ 36,700.00

Total Fee all items...$ 61,700 .00

THIS SCOPE OF SERVICES DOES NOT INCLUDE:

- Architectural Services
- Branding
- Traffic Impact Study
- Environmental Study
- Construction Documents
- Economic Impact Study
- Utility Impact Study

DALHOFF THOMAS design studio hourly rates are as follows:

Principal .... $ 170.00
Planner/Landscape Architect III.................... $ 110.00
Planner/Landscape Architect II .... $ 100.00
Planner/Landscape Architect I .... $ 80.00
Designer... $ 70.00
Hourly rates are subject to change with a thirty (30) day prior notice

It is recognized that you may request additional services and if so desired, additional cost can be mutually agreed upon at the time requested.

We will bill you monthly until completion of the project (or upon completion of the project). Payments to *Dalhoff Thomas design studio* by the Client are expected monthly and are not connected to property purchases, loan approvals, or project approvals of any kind. In the event of breach or non-payment, the contracting party agrees to pay reasonable expenses of enforcement including attorney fees and costs.

Estimates of probable construction costs do not reflect actual construction bid cost and will vary final construction drawings are prepared. Dalhoff Thomas Design does not guaranty the accuracy of these costs.

The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, *Dalhoff Thomas design studio* will be paid for all services rendered to the date of termination and all reimbursable expenses.

This proposal represents the entire understanding between you “Contracting Party” and us “Dalhoff Thomas design studio” in respect to the “Project” and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this copy of the Proposal Agreement in the space provided below and returning it to *Dalhoff Thomas design studio*.

Mayor Lynn Spruill
City of Starkville
June 13, 2018
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We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. *We will be waiting for your approval to proceed.*

Sincerely,
Dalhoff Thomas design studio

Dean Thomas

Dean Thomas, *PLA*

Principal, Landscape Architect

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

BY: ______________________________ ______________________

Mayor Lynn Spruill -or- City of Starkville Representative Date

33. CONSIDERATION OF A SPECIAL EVENT REQUEST BY CITY OF STARKVILLE TO HOLD THE ANNUAL 4TH OF JULY EVENT AND HAVE CITY PARTICIPATION WITH SERVICES.

Alderman Little, duly seconded by Alderman Miller, offered a motion to approve the 2018 4th of July Event to be held at the Sportsplex on July 4, 2018 with city services. The Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

34. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 12, 2018 FOR FISCAL YEAR ENDING 9/30/18 ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of June 12, 2018 for fiscal year ending 9/30/18, and authorizing the City Clerk pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

General Fund	001	$ 151,107.56
Restricted Fire Fund	003	1,555.67
Airport Fund	015	24,051.84
Restricted Airport	016	33,893.58
Sanitation	022	59,177.38
Landfill	023	101.00
Industrial Park Bond	303	214.07
Park and Rec, Tourism	375	9,117.45
Sub Total Before Utilities		$ 313,846.75
Utilities Dept.	SED	753,347.63
Total Claims	Total	$ 1,067,194.38

35. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Little, seconded by Alderman Sistrunk, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

Alderman Carver, who had been attending telephonically, chose to leave the meeting at this time.

36. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of pending litigation related to the landfill and a grievance of an employee of the utilities department. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of pending litigation related to the landfill and a grievance of an employee of the utilities department.

At this time, the Board entered Executive Session.

37. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Vaughn offered a motion to return to Open Session. Alderman Miller seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea

Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

38. MOTION TO ADJOURN UNTIL JULY 3, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until July 3, 2018 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver Voted: Absent
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Patrick Miller Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed and the meeting adjourned.

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2018.

Attest:

____
D. LYNN SPRUILL

____
LESA HARDIN, CITY CLERK

(SEAL)