MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
February 5, 2019

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on February 5, 2019 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 Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller and Roy A.' Perkins 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 asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked to amend the deadline for advertising in Item IX. B. to February 14, 2019.
The Mayor also asked that Item X. D. be removed from consent and amended to "Call for a Public Hearing amending Starkville Ordinance Section 82-6 relating to the discharge of firearms to comply with State Statue 45-9-53."

Alderman Miller asked to add all three sets of minutes to consent.

Alderman Perkins asked to remove the following from consent:

IX. C. Advertising for position of Municipal Judge Pro Tempore
X. B. Ad Hoc Recycling Committee
XI. H. 1. Lease of Surveillance Cameras
XI. I. 1. Certified Playground Safety Inspector Course
XI. I. 2. Premier Cup Soccer Tournament Sponsorship Packet

Alderman Walker asked to move item XI. B. 2. a. (PP 19-01 and FP 19-01) to VIII. B in that it is related to item A (CU 19-01).

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 Miller offered a motion, duly seconded by Alderman Little, to approve the February 5, 2019 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: Absent

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
REGULAR MEETING OF TUESDAY, FEBRUARY 5, 2019
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 JANUARY 2, 2019 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JANUARY 11, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JANUARY 15, 2019 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introduction: Kenya Bibbs – Police Officer

Acknowledgement of Planet Recess for Moncrief Park Playground

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

PRESENTATION BY JEREMIAH DUMAS AND A PUBLIC HEARING FOR THE S.M.A.R.T. PROGRAM.

INTRODUCTION AND PRESENTATION BY MISS STARKVILLE 2019, MIKAYLA POINDEXTER.

VIII. PUBLIC HEARING

A. PUBLIC HEARING AND CONSIDERATION OF CU 19-01 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR TWO DWELLINGS, SINGLE FAMILY, DETACHED ON TWO PROPOSED LOTS AT 104 AZALEA LANE IN A C-1 ZONE WITH THE PARCEL NUMBER 102O-00-029.00.

B. PUBLIC HEARING AND CONSIDERATION OF CU 19-02 A REQUEST FOR CONDITIONAL USE BY TEP STARKVILLE, LLC TO ALLOW RESIDENTIAL DWELLING UNITS TO BE PLACED IN A C-2 ZONE AS PART OF A MIXED-

USE DEVELOPMENT LOCATED APPROXIMATELY 360’ SOUTHEAST OF THE CENTER OF THE INTERSECTION OF HIGHWAY 12 EAST AND PAT STATION ROAD DIRECTLY EAST OF THE LA QUINTA INN WITH THE PARCEL NUMBER 117-25-021.00.

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF THE EXTENSION OF THE CONTRACT WITH RETAIL STRATEGIES FOR THE PURPOSE OF ECONOMIC DEVELOPMENT OF RETAIL GROWTH IN THE CITY OF STARKVILLE.

B. CONSIDERATION AND APPROVAL OF ADVERTISING FOR LETTERS OF INTEREST FOR AN APPOINTMENT TO A POSITION ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, WITH THE DEADLINE FOR THE LETTERS OF INTEREST BEING 5:00 P.M., ON FEBRUARY 26, 2019.

C. DISCUSSION AND CONSIDERATION OF THE ADOPTION OF A JOB DESCRIPTION AND ADVERTISING FOR THE POSITION OF MUNICIPAL JUDGE PRO TEMPORE IN ACCORDANCE WITH THE STATE STATUTE MS CODE §21-23-9.

D. CONSIDERATION OF INCREASING THE MONTHLY SANITATION RESIDENTIAL RATE BY $1.50 TO $16.75 AND THE COMMERCIAL SANITATION RATE BY $5.00 MONTHLY.

E. CONSIDERATION OF SETTING AN IN PERSON INTERVIEW FOR DR. SIMON KIM FOR THE BOARD MEETING OF FEBRUARY 19, 2019.

F. CONSIDERATION FOR MEMBERS OF THE MAYOR’S YOUTH COUNCIL TO ATTEND THE 12TH ANNUAL MML STATEWIDE YOUTH LEADERSHIP SUMMIT IN OXFORD, MS ON MARCH 1-2, 2019 WITH REGISTRATION IN THE AMOUNT OF $25.00 PER PERSON WITH HOTEL ACCOMMODATIONS AT $109.00 PER NIGHT.

G. CONSIDERATION OF AUTHORIZING CITY ATTORNEY CHRIS LATIMER AND SLAUGHTER AND ASSOCIATES TO DRAFT AN ANNEXATION ORDINANCE IN ANTICIPATION OF PURSUING THE ANNEXATION OF AREAS A & B OR AREA A AS DIRECTED BY THE BOARD.

H. CONSIDERATION AND APPROVAL OF A RESOLUTION IN OPPOSITION TO SENATE BILL 2684 EXPANDING THE DEFINITION OF MUNICIPAL SOLID WASTE AND IMPAIRING THE ABILITY OF STATE WASTE AUTHORITIES TO CONTINUE OPERATION AND MEET FINANCIAL OBLIGATIONS AND ALLOWING WASTE FROM FOR PROFIT ENTITIES TO DISPOSE OF WASTE IN WAYS POTENTIALLY HARMFUL TO PUBLIC HEALTH AND NATURAL RESOURCES.

X. **BOARD BUSINESS**

A. CONSIDERATION OF APPROVING THE APPOINTMENT OF JIMMY RICHARDSON, THE SOLE APPLICANT, TO THE AIRPORT BOARD FOR A TERM FROM JANUARY 1, 2019 TO DECEMBER 31, 2022.

B. CONSIDERATION OF APPOINTING AN AD HOC RECYCLING COMMITTEE OF UP TO SEVEN MEMBERS TO EVALUATE RECYCLING PRACTICES IN THE CITY OF STARKVILLE.

C. CONSIDERATION OF THE ADOPTION OF A CONCERTED COMMUNITY REVITALIZATION PLAN FOR THE CITY OF STARKVILLE.

D. CONSIDERATION TO CALL FOR A PUBLIC HEARING TO ADOPT AN ORDINANCE FOR HUNTING GUIDELINES INSIDE THE CITY LIMITS.

XI. **DEPARTMENT BUSINESS**

A. AIRPORT

1. REQUEST APPROVAL TO ADVERTISE FOR LEASING AIRPORT TILLABLE LAND LOCATED SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR FOR FARMLAND AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. CONSIDERATION OF PP 19-01 AND FP 19-01 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING 0.99-ACRE PARCEL INTO 3 LOTS 104 AZALEA LANE IN A C-1 ZONING DISTRICT WITH THE PARCEL NUMBER 102O-00-029.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING RESOLUTION OF CITY MATCH FOR THE MILL STREET ARC PROJECT IN THE AMOUNT OF $14,052.64.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES

DEPARTMENT AS OF JANUARY 29, 2019 FOR FISCAL YEAR ENDING 9/30/19, 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 APPROVAL TO RENEW A MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC FOR CITY HALL.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE SHALAMARK SIMPSON AS A DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

2. CONSIDERATION OF APPROVAL FOR STEPHANIE HALBERT TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF ENTERING A LEASE PURCHASE AGREEMENT WITH ACTIVE SOLUTIONS, LLC, AT A MONTHLY COST OF $1,153.00 FOR 60 MONTHS, ENABLING THE ACQUISITION OF 10 SURVEILLANCE CAMERAS WITH ALL-WEATHER EQUIPMENT ENCLOSURES.

I. PARKS

1. CONSIDERATION OF APPROVAL OF TO APPLY TO HOST A CERTIFIED PLAYGROUND SAFETY INSPECTOR COURSE (CPSI) AND FOR THE MAYOR TO SIGN ANY NECESSARY AGREEMENTS WITH THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA).

2. REQUEST APPROVAL OF PREMIER CUP SOCCER TOURNAMENT SPONSORSHIP PACKET.

J. POLICE DEPARTMENT

1. CONSIDERATION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY19 FUNDING IN THE AREA OF HOT SPOT POLICING FOR $20,000.00 IN OVERTIME HOT SPOT ENFORCEMENT AND A VIDEO SURVEILLANCE CAMERA FOR $7,247.00.

2. REQUEST APPROVAL TO ALLOW OFFICER RASHAD RUFF TO ATTEND STANDARDIIZED FIELD SOBRIETY TESTING TRAINING FEBRUARY 12-14, 2019 IN PEARL, MS, WITH ADVANCE HOTEL COSTS OF $282.00.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO NASHVILLE, TN TO ATTEND THE LINE DESIGN & STAKING 2 CLASS ON FEBRUARY 26-28, 2019 WITH ADVANCE MILEAGE, REGISTRATION AND HOTEL IN THE AMOUNT OF $1,930.75.

2. REQUEST APPROVAL FOR TODD GILES AND A.J. HOLLINS WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE LINEMAN ASSESSMENT CLASS ON FEBRUARY 17-23, 2019 WITH ADVANCE REGISTRATION AND HOTEL IN THE AMOUNT OF $1,818.00.

3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM LEE'S PRECAST CONCRETE, INC. FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF $9,636.00.

4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER # 2 FOR PROFESSIONAL SERVICES WITH GARVER, LLC FOR BLUEFIELD WELL REHABILITATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL FEBRUARY 19, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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.

XV. __

Consent items 2 – 21:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 2, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the January 2, 2019 minutes of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 11, 2019 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the January 11, 2019 minutes of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE JANUARY 15, 2019 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the January 15, 2019 minutes of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

5. CONSIDERATION AND APPROVAL OF ADVERTISING FOR LETTERS OF INTEREST FOR AN APPOINTMENT TO A POSITION ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, WITH THE DEADLINE FOR THE LETTERS OF INTEREST BEING 5:00 P.M., ON FEBRUARY 14, 2019.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval of advertising for letters of interest for an appointment to a position on the Starkville-Oktibbeha Consolidated School District Board of Trustees, with the deadline for the Letters of Interest being 5:00 p.m., on February 14, 2019" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF SETTING AN IN PERSON INTERVIEW FOR DR. SIMON KIM FOR THE BOARD MEETING OF FEBRUARY 19, 2019.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval of interviewing Dr. Simon Kim for the position of Community Development Director at the board meeting of February 19, 2019" is enumerated, this consent item is thereby approved.

7. CONSIDERATION FOR MEMBERS OF THE MAYOR'S YOUTH COUNCIL TO ATTEND THE 12TH ANNUAL MML STATEWIDE YOUTH LEADERSHIP SUMMIT IN OXFORD, MS ON MARCH 1-2, 2019 WITH REGISTRATION IN THE AMOUNT OF $25.00 PER PERSON WITH HOTEL ACCOMMODATIONS AT $109.00 PER NIGHT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the Mayor's Youth Council to attend the 12th Annual MML Statewide Youth Leadership Summit in Oxford, MS on March 1-2, 2019. Registration for will be in the amount of $25.00 per person with hotel accommodations at $109.00 per night" is enumerated, this consent item is thereby approved.

8. CONSIDERATION AND APPROVAL OF A RESOLUTION IN OPPOSITION TO SENATE BILL 2684 EXPANDING THE DEFINITION OF MUNICIPAL SOLID WASTE AND IMPAIRING THE ABILITY OF STATE WASTE AUTHORITIES TO CONTINUE OPERATION AND MEET FINANCIAL OBLIGATIONS AND ALLOWING WASTE FROM FOR PROFIT ENTITIES TO DISPOSE OF WASTE IN WAYS POTENTIALLY HARMFUL TO PUBLIC HEALTH AND NATURAL RESOURCES.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution in Opposition to Senate Bill 2684 expanding the definition of Municipal Solid Waste" is enumerated, this consent item is thereby approved.

A RESOLUTION OF THE BOARD OF ALDERMAN
OF THE CITY OF STARKVILLE
Opposing Senate Bill No. 2684, An Act to Amend Section 17-17-305

WHEREAS, the Mississippi Legislature created the Regional Solid Waste Management Act, Sections 17-17-301 through 17-17-349 of the Mississippi Code of 1972, to provide efficient municipal solid waste collection and disposal services for the citizens of this State. Under the Regional Solid Waste Management Act, any unit of local government or any combination of units may form a regional solid waste management authority (hereinafter "authority"). § 17-17-307. An authority may include multiple "members" which are units of local government participating in the authority. § 17-17-305(l). Authorities are charged with acquiring, constructing, operating, and maintaining municipal solid waste management facilities protect the health, safety, and welfare of the citizens of the State. § 17-17-303; and

WHEREAS, by enacting the Regional Solid Waste Management Act, the Legislature intended to provide adequate incentives and processes for reducing operation and other costs in the management of municipal solid waste; and

WHEREAS, the City of Starkville has determined that the amendment to the Regional Solid Waste Management Act as proposed in Senate Bill No. 2684 will modify the State's definition of "municipal solid waste" as it is presently defined under Mississippi Code Ann. § 17-17-305 in a manner detrimental to the ability to manage municipal solid waste in a manner that ensures protection of human health, safety, and welfare and the environment; and

WHEREAS, the Regional Solid Waste Management Act, along with regulations adopted pursuant to the Act, rely on the current definition of "municipal solid waste" that means "any nonhazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments except oil field exploration and production wastes and sewage sludge." Miss. Code Ann. § 17-17-305(m); 11 Code Miss. R. Pt. 4, R. 1.1 (2018); and

WHEREAS, Senate Bill No 2684 would modify the definition of "municipal solid waste" to mean "any nonhazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments, except oil field exploration and production wastes, wastes from for-profit entities, but not wastes from regional solid waste management authorities that were incorporated before July 1, 2019, and sewage sludge"; and

WHEREAS, the revised definition of "municipal solid waste" would undermine the State's existing regulatory structure allowing the Commission on Environmental Quality to adopt rules and regulations governing disposal of "municipal solid waste" and defined in Section 17-17-205 and in accordance with Section 17-17-231 of the Nonhazardous Solid Waste Planning Act of 1991, Section 17-17-201 through 17-17-235 of the Mississippi Code of 1972, as amended; and

WHEREAS, the revised definition of "municipal solid waste," as proposed in Senate Bill No. 2684, would increase municipal solid waste disposal costs of the citizens of the State of Mississippi. To assure the viability of municipal solid waste management facilities, the Mississippi Regional Solid Waste Management Authority Act allows authorities to enact resolutions declaring that municipal solid waste generated within their designated geographic area must be disposed of at the permitted municipal solid waste management facility or facilities serving such area and to require that members of the authorities enact ordinances or resolutions that require the same. Miss. Code. Ann. § 17-17-319(2). These resolutions or ordinances are commonly referred to as "flow control ordinances."; and

WHEREAS, this amendment will detrimentally impair the ability of authorities and their members to enforce flow control ordinances. Numerous solid waste management authorities and their members have enacted flow control ordinances that define "municipal solid waste" using language identical to the current version of the Mississippi Regional Solid Waste Management Authority Act. The revised definition of "municipal solid waste" in Senate Bill No. 2684 would undermine the obligations in existing flow control ordinances that require that all municipal solid wastes be directed to the solid waste management authority's designated facility for disposal. Moreover, this amendment would require the revision of all flow control ordinances in effect across the State at considerable expense to the authorities, their members, and the citizens that they serve;

WHEREAS, this amendment will hinder the ability of authorities to issue and repay bonds as authorized under Section 17-17-327 of the Mississippi Code of 1972 and to temporarily borrow funds in anticipation of the issuance of bonds under Section 17-17-331. Section 17-17-327 authorizes authorities to issue tax-exempt bonds for the acquisition, construction, improvement, closure, and post-closure maintenance of their facilities and to repay bonds from the revenues generated from waste disposal facilities. House Bill 2684 would reduce the tonnage of commercial wastes that must be directed to the facilities. Therefore, Senate Bill No. 2684 will decrease the security of outstanding municipal solid waste bonds issued by the solid waste management authorities; and

WHEREAS, the Fifth Circuit found that flow control ordinances adopted by Mississippi counties were constitutional because they did not disparately impact interstate commerce relative to intrastate commerce. Subsequently, the United States Supreme Court has ruled that flow control ordinances are acceptable under the United States Constitution; and

WHEREAS, Senate Bill No. 2684 would exclude wastes generated by for-profit entities from the definition of "municipal solid wastes." This exclusion has the unintended consequence of removing the solid wastes generated by for-profit entities from the definition of "municipal solid waste," thereby removing wastes from for-profit entities from the requirements of the Regional Solid Waste Management Act, the Nonhazardous Solid Waste Planning Act of 1991, and regulations adopted pursuant to these laws.

WHEREAS, this Bill would allow waste generated by for-profit entities to be disposed of without these regulatory protections of state law and contains a limiting clause that excludes wastes "from regional solid waste management authorities that were incorporated before July 1, 2019" from wastes from for-profit entities and the language of Senate Bill 2684 narrows the definition of "municipal solid waste" subject to state laws and regulations to exclude waste from for-profit entities.

WHEREAS, this change will lead to public health hazards, cause pollution of air and water resources, constitute a waste of natural resources, have an adverse effect on land values, and create public nuisances.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: The City of Starkville hereby opposes adoption of Senate Bill No. 2684 for the issues described above and urges members of the Accountability, Efficiency, and Transparency Committee to revise this proposed amendment such that it preserves the ability of authorities to secure funding necessary to construct, operate, and close municipal solid waste disposal facilities that are protective of the environment and health and welfare of all Mississippians.

Upon motion duly made by Alderman Patrick Miller and seconded by Alderman David Little, and following discussion, the foregoing Resolution is hereby duly adopted upon the following vote of the members of the City of Starkville.

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

This the 5th day of February, 2019

____
D. Lynn Spruill, Mayor

Attest

____
Lesa Hardin, City Clerk

9. CONSIDERATION OF APPROVING THE APPOINTMENT OF JIMMY RICHARDSON, THE SOLE APPLICANT, TO THE AIRPORT BOARD FOR A TERM FROM JANUARY 1, 2019 TO DECEMBER 31, 2022.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval of re-appointing Mr. Jimmy Richardson to the Municipal Airport Board to fill vacant slot, which expired on December 31, 2018, to a three-year term which will expire December 31, 2021" is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF THE ADOPTION OF A CONCERTED COMMUNITY REVITALIZATION PLAN FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval of adopting the Concerted Community Revitalization Plan in support of the proposed development plan at Westside Drive and Reed Road" is enumerated, this consent item is thereby approved.

City of Starkville
Concerted Community Revitalization Plan

I. Introduction

The City of Starkville, Mississippi is a thriving community located in Oktibbeha County Mississippi. Starkville is known for its hospitality and graciousness. Starkville has an excellent school system, unique stores and businesses, strong churches, an ever-expanding medical community and a low cost of living. Further, Starkville is proudly home to Mississippi State University.

Starkville is also home to approximately 25,000 people. It is a diverse city that attracts people from all walks of life with its history and tradition, community spirit and hospitality, and excellent quality of life. Whether raising a family or retiring to the "good life," Starkville is the place to be. No matter what your age, it is a great place to live.

Known as "Mississippi's College Town", Starkville offers great access to business, cultural activities, and the vibrant and challenging educational offerings at MSU. Starkville offers all of the quintessential small town amenities, including great schools, abundant recreational opportunities, and a quality of life that is simply unmatched.

Starkville's Planning, Building, Engineering, and Code Enforcement Departments serve the City through the enforcement of its zoning, development, building and property maintenance ordinances. Additionally, the departments assist the City in applying for and administrating grant funds that are used to improve the City's infrastructure for the health and welfare of the citizens and businesses.

The City has adopted building codes to protect the health, safety and welfare of those who live in, work in, or visit our community. The City is a member of the International Building Codes Council and has adopted the International Building Code and International Residential Code along with several other codes that help ensure safer structures. Construction projects that are started without a permit may be subject to penalties and/or the removal of work that has already been completed. All persons considering construction or remodeling projects should contact the Community

Development Department to find out whether or not a permit will be required and what restrictions may apply.

II. Jurisdictional Description

The City of Starkville is wholly located in Oktibbeha County and has established city limits. The City of Starkville has various boards, commissions and committees empowered to act with advisory authority over numerous aspects of the responsibilities created by the City's statutory and home rule existence in the State of Mississippi.

However, the ultimate binding authority on all policies and decisions affecting the citizens of the City of Starkville is vested in the Board of Aldermen and implemented under the day-to-day supervision of the Mayor. It is the intent of the governing body to maintain control and accountability for such decisions. City of Starkville, Ord. No. 2013-3, §§ I, II, 4-16-13.

Further, in order to better promote the general health, safety, and welfare of the inhabitants of the City, and for the purpose of establishing uniform rules and regulations, the Starkville Board of Aldermen has adopted certain Codes for building, plumbing, gas, electrical, fire prevention, mechanical, property maintenance, swimming pool and spa, all being incorporated herein by reference and specifically identified as follows: 2011 edition of the National Electric Code, as amended; 2012 edition of the International Building Code; 2012 edition of the International Residential Code; 2012 edition of the International Fire Code; 2012 edition of the International Mechanical Code; 2012 edition of the International Plumbing Code; 2012 edition of the International Fuel Gas Code; 2012 edition of the International Property Maintenance; 2012 edition of the International Swimming Pool and Spa Code.

Said Codes were adopted by ordinance in their entirety, save and except such portions which are hereinafter deleted, replaced, or modified. Said Codes are adopted by reference and incorporated as if fully set out herein. The provisions of said Codes shall be controlling in the construction, alteration, and repair, including any and all improvements which by their nature fall under the provisions of the Codes herein enumerated, of any and all buildings and structures which are situated within the corporate limits of the City of Starkville, Mississippi. City of Starkville Ord. No. 2012-06, 6-5-12.

III. Revitalization Goals

The City desires to enforce its ordinances consistently with regard to its housing inventory. These goals are intended to promote health, sanitation, safety, and the general welfare of inhabitants of the City. The City desires to revitalize those areas which fail to comply with building ordinances and other ordinances which work to the detriment of the City. The City further desires to promote the new construction of high quality housing for its citizenry.

IV. Area of Revitalization

This Plan is created in order to promote the aforementioned goals for certain real property on Reed Road more particularly described on that document attached and incorporated as Exhibit A. The creation of this Plan shall have no effect on any other Plans, documents, or actions made by the City with regard to any other property nor shall it have any effect on any other Plans, documents, or actions made by the City with regard to the property referenced in this Plan itself.

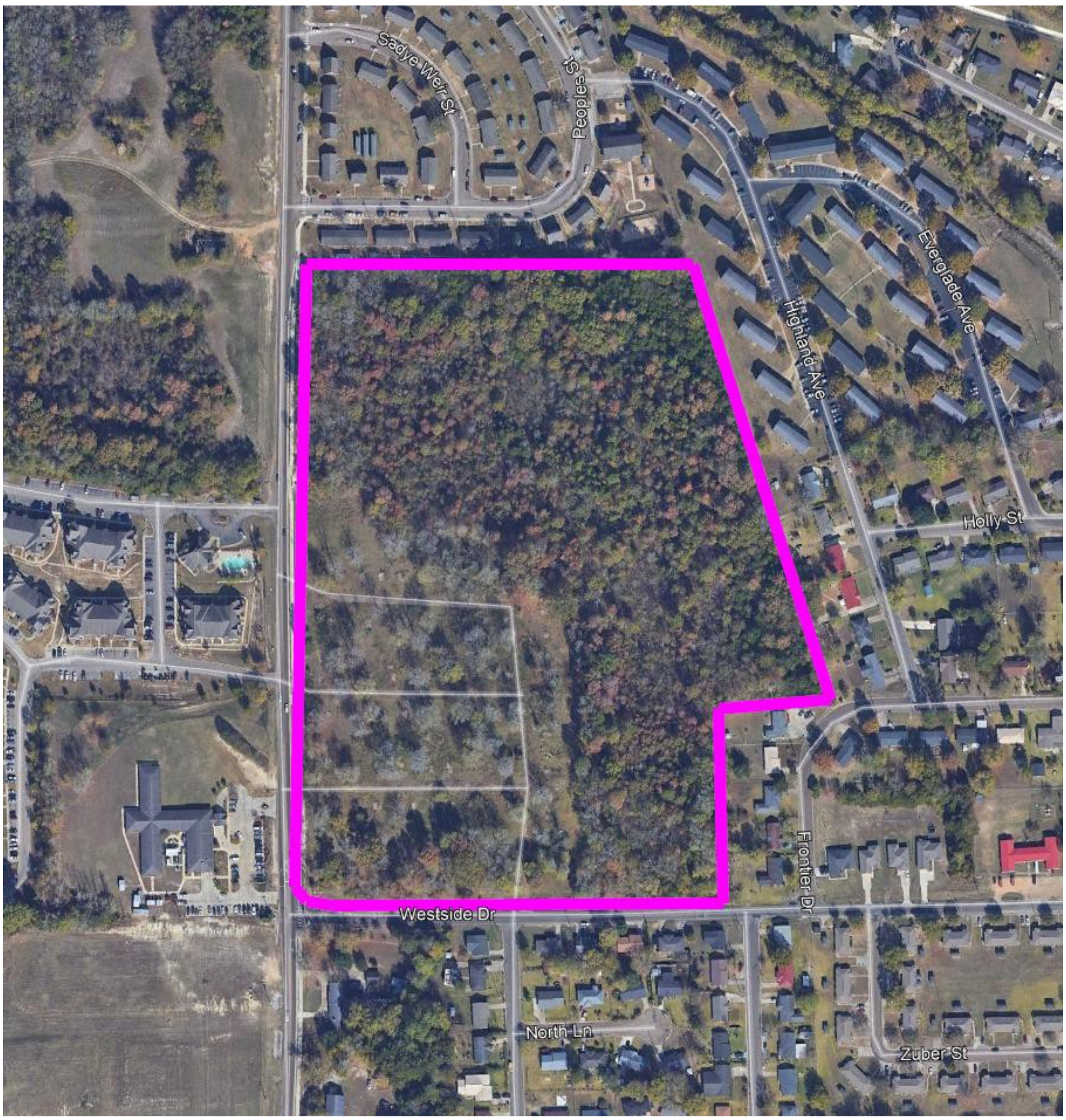
V. Closing

BE IT HEREBY RESOLVED by the Board of Aldermen of the City of Starkville, Mississippi, that the Mayor is hereby authorized to approve this Concerted Community Revitalization Plan for the City of Starkville, Mississippi.

READ, PASSED, AND ADOPTED at a meeting of the Board of Aldermen of the the City of Starkville, Mississippi, on this_________day of___________________, 2019.

____

Mayor D. Lynn Spruill


Sadye Weir St
Peoples St
Everglade Ave
Highland Ave
Holly St
Frontier Dr
Westside Dr
North Ln
Zuber St

11. CONSIDERATION OF APPROVAL TO ADVERTISE FOR LEASING AIRPORT TILLABLE LAND LOCATED SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR FOR FARMLAND AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval to advertise for leasing airport tillable land located south and west of the runway and taxiway and inside the fenced area for one year for farmland at George M. Bryan Field" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVING RESOLUTION OF CITY MATCH FOR THE MILL STREET ARC PROJECT IN THE AMOUNT OF $14,052.64.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution to commit additional funds for the Mill Street ARC project in the amount of $14,052.64" is enumerated, this consent item is thereby approved.

RESOLUTION

Authorizing the City of Starkville To Commit Funds To Starkville Mill Street Improvements Change Order #2 Mississippi Appalachian Regional Commission (ARC) Project #MS-18956

WHEREAS, the State of Mississippi has made grant funds available under the Mississippi Appalachian Regional Commission for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, the City of Starkville has specific economic and community development needs and problems which can be corrected or alleviated by using available grant funds under the Mississippi Appalachian Regional Commission (ARC) for the purpose of public infrastructure improvements which include reconstruction of Mill Street, ARC Project Number MS-18956;

NOW, THEREFORE, BE IT RESOLVED that the City of Starkville commits $14,052.64 to be derived from account 319-600-907-620 "Bond – Match for Grants", contingent upon approval of said Change Order #2 by the Mississippi Development Authority.

ADOPTED, this, the 5th day of February 2019, by the Board of Aldermen of the City of Starkville, Mississippi.

Starkville, Mississippi

____
D. Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk

(SEAL)

13. CONSIDERATION TO RENEW A MECHANICAL SERVICE AGREEMENT WITH BRISLIN, INC FOR CITY HALL.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval to renew a Mechanical Service Agreement with Brislin, Inc. for City Hall for quarterly inspections and maintenance of equipment” is enumerated, this consent item is thereby approved.

(Agreement on following page)

14. CONSIDERATION OF AUTHORIZATION TO HIRE SHALAMARK SIMPSON AS A DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Shalamark Simpson as a Driver in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE APPROVAL FOR STEPHANIE HALBERT TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Stephanie Halbert to participate in the City of Starkville Educational Assistance Program” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO ENTER INTO A GRANT WITH THE JUSTICE ASSISTANCE GRANT FOR FY19 FUNDING IN THE AREA OF HOT SPOT POLICING FOR $20,000.00 IN OVERTIME HOT SPOT ENFORCEMENT AND A VIDEO SURVEILLANCE CAMERA FOR $7,247.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval to enter into a reimbursable grant with the Justice Assistance Grant program for FY 19 funding in the area of Hot Spot Policing for $20,000 in overtime Hot Spot enforcement and a video surveillance camera for $7,247.00” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ALLOW OFFICER RASHAD RUFF TO ATTEND STANDARDIIZED FIELD SOBRIETY TESTING TRAINING FEBRUARY 12-14, 2019 IN PEARL, MS, WITH ADVANCE HOTEL COSTS OF $282.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval of Officer Rashad Ruff to attend Standardized Field Sobriety Testing Training February 12-14, 2019 in Pearl, MS” is enumerated, this consent item is thereby approved.

18. REQUEST APPROVAL FOR MADISON SMITH WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO NASHVILLE, TN TO ATTEND THE LINE DESIGN & STAKING 2 CLASS ON FEBRUARY 26-28, 2019 WITH ADVANCE MILEAGE, REGISTRATION AND HOTEL IN THE AMOUNT OF $1,930.75.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Madison Smith with the Electric Division of Starkville Utilities to travel to Nashville, TN to attend the Line Design & Staking 2 Class on February 26-28, 2019 with advance registration, lodging and mileage in the amount of $1,930.75” is enumerated, this consent item is thereby approved.

BRISLIN, Inc.

Heating • Air Conditioning • Plumbing • Process Piping • Industrial Sheet Metal

4051 Military Road
Columbus, MS 39705

Phone: 662-328-5814
Fax: 662-328-5815

January 4, 2019

City of Starkville
Starkville Municipal Complex
100 Meigs Ave.
Starkville, MS 39759

Re: Service contract amount increase

To whom it concerns:

Please allow me to thank you for being such a loyal and consistent customer of Brislin, Inc. over the years. Your satisfaction is very important to us and we hope we have been successful in providing you with excellent customer service and products.

I never like having to write this letter, but it is, unfortunately, sometimes necessary. Due to rising costs in service materials (i.e. belts, filters, etc.) we are forced to increase our service contract amount effective March 1, 2019.

Although price increases are never good news, they are something we must do in order to continue to provide you with the quality you've come to expect. If you have any questions or concerns, please don't hesitate to contact us immediately.

Thank you for your understanding.

Sincerely,

Quinn Brislin

Quinn Brislin
Vice President
Brislin, Inc.

QB/do

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO

CITY OF STARKVILLE
STARKVILLE MUNICIPAL COMPLEX
100 MEIGS AVE.
STARKVILLE, MS

BY

BRISLIN, INC.

March 1, 2019 to February 29, 2020

BRISLIN INC.
COLUMBUS, MISSISSIPPI
Quality & Dependable Service Since 1956

At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least <u>four (4)</u> times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed $85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of $95.00 per hour for week nights, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding $150.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in March and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement: $ 4,240.00 per year plus tax;
payable in four (4) equal amounts of $1,060.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.

Quinn Brislin

Quinn Brislin
Vice President

Your approval:

Signature:______________________________

Printed:______________________________

Title:______________________________

Date:______________________________

HVAC MAINTENANCE/INSPECTION LIST

CUSTOMER: STARKVILLE CITY HALL

ADDRESS: 110 WEST MAIN ST STARKVILLE, MS 39759

✓ *Complete*	— *Not Needed*	*N/A – Not Applicable*

Weather Conditions
____rainy ____clear
____cloudy ____humid
____partly cloudy
Outside temp. ____
Avg. Inside Temp. ____

28) 20X20X2 MP FILTERS
12) 16X20X2 MP FILTERS
11) 20X25X2 MP FILTERS
2) 16X25X2 MP FILTERS
2) 20X30X2 MP FILTERS
2) WASHABLE FILTERS
4) BX68 BELTS

____ 1. Clean drain pan and lines. Add algaecide tablets.

____ 2. Check performance and service of all major components and document any deficiencies found.

____ 3. Lubricate moving parts as needed.

____ 4. Check refrigerant charge and record. (annually or as needed)

____ 5. Test amperage and voltage and record. (annually or as needed)

____ 6. Inspect for oil and refrigerant leaks and document any leaks found.

____ 7. Check operating and safety controls and adjust or repair as needed.

____ 8. Check air distribution temperatures and record.

____ 9. Inspect condenser and evaporator coils.

____ 10. Wash evaporative and condenser coils (coil cleaner or water only)

____ 11. Clean/brush evaporative coils

____ 12. Tighten electrical connections on equipment as needed.

____ 13. Check belts and drives, tighten as needed

____ 14. Replace Belts (if required)

____ 15. Check temperature control system and make minor repairs and document any deficiencies found.

____ 16. Check and adjust economizer linkage and controls (if applicable)

____ 17. Change filters and wash air filters. (includes OSA filters)

____ 18. Check heating section and controls and document any deficiencies found.

REMARKS: ____

____

____

____

____

____
CUSTOMER'S SIGNATURE

____
DATE

____
TECHNICIAN'S SIGNATURE

____
DATE

CUSTOMER NAME: STARKVILLE CITY HALL

DATE:

CUSTOMER SITE:

EQUIPMENT LIST

SYS #	EQUIP. TYPE	BRAND	MODEL #	SERIAL #	FILTERS	BELTS	LOCATION / NOTES
RTU1		TRANE	YHD180F3RXA03D	144510117D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR COURT CLERK
RTU2		TRANE	YHD180F3RXA03D	144510113D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR COURT ROOM
RTU3		TRANE	YHD180F3RXA03D	144510131D	8) 20X20X2 4) 16X20X2	1) BX68	FIRST FLOOR CITY CLERK
RTU4		TRANE	YHC092F3RXABC0C	144410384L	4) 20X25X2	DD	2ND FLOOR - MAYOR
RTU5		TRANE	YHD150F3RXB04D	144510714D	4) 20X20X2 4) 20X25X2	1) BX68	SECOND FLOOR
RTU6		TRANE	YHC120E3RXA0ZC0C	144312859L	3) 20X25X2 2) 20X30X2	DD	SECOND FLOOR SHELL - SOUTH
#7A	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	15075K5B7G 141318KW3F	1) 16X25X2	DD	MEZZANINE
#7B	SPLIT	TRANE	TDH1B065A9H31BA 4TTA3036B3000AA	14343Y92G 14184YLN3F	1) 16X25X2	DD	MEZZANINE
	2) MINI-SPLITS				2) WASHABLE		1) INSTALLED BY BRISLIN 1) INSTALLED BY OTHER

19. REQUEST APPROVAL FOR TODD GILES AND A.J. HOLLINS WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE LINEMAN ASSESSMENT CLASS ON FEBRUARY 17-23, 2019 WITH ADVANCE REGISTRATION AND HOTEL IN THE AMOUNT OF $1,818.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval for Todd Giles and A.J. Hollins with the Electric Division of Starkville Utilities to travel to Scottsboro, AL to attend the Lineman Assessment Class on February 17-23, 2019 with advance registration and lodging in the amount of $1,818.00" is enumerated, this consent item is thereby approved.

20. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM LEE'S PRECAST CONCRETE, INC. FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF $9,636.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval of lowest and best quote from Lee's Precast Concrete, INC. for Phase II of the approved Pleasant Acres manhole material purchase in the amount of $9,636.00" is enumerated, this consent item is thereby approved.

Two quotes received: Lee's: $9,636.00 and Forterra: $10,439.68

21. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE TASK ORDER # 2FOR PROFESSIONAL SERVICES WITH GARVER, LLC FOR BLUEFIELD WELL REHABILITATION.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the February 5, 2019 Official Agenda, and to accept items for consent, whereby the "approval for Starkville Utilities to initiate Task Order # 2 with Garver, LLC for Bluefield Well Rehabilitation" is enumerated, this consent item is thereby approved.

TASK ORDER #2
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES

In accordance with the Master Services Agreement for Professional Services between Starkville Utilities (Owner) and Garver, LLC (Garver), dated November 21, 2017 ("Agreement"), Owner and Garver agree as follows:

1. **Specific Project Title:** Bluefield Well Rehabilitation

2. **Description:** This task order is associated with the design, bidding, and construction administration services related to the Bluefield Well rehabilitation. We have based the scope included herein on our conversation with you on December 12, 2018 and a conversation with Robert Taylor (Donald Smith Company) we made at your request on December 18, 2018.

3. **Scope of Services:** We understand that you want us to provide design, bidding, and construction phase services for the project. More specifically, we propose to accomplish the following:

    a. Design Services - Production of a bid set of documents such that the rehabilitation work at the well can be completed and the well returned to service. It is anticipated that the rehabilitation work will include essentially all elements from the pump head into the well:

        i. New pump column.

        ii. New pump shaft.

        iii. New oil tube.

        iv. New pump bowl.

        v. New bearings.

    b. Bidding Services - Upon production of the bid documents, Garver will assist Starkville Utilities with the bidding of the project. These services will include:

        i. Advertisement - Garver will produce and send advertisement to Starkville Utilities to be advertised in newspapers per Mississippi public works law. Starkville Utilities will pay newspapers for the cost of the advertisements.

        ii. Garver will respond to any questions from interested contractors during the bidding process. If necessary, Garver will produce and distribute required addenda.

    c. Construction Phase Services - During the construction phase, Garver will provide the following:

        i. Two trips during the construction phase of the rehabilitation to ensure compliance with the contract documents.

        ii. Review of material submittals prior to beginning construction.

        iii. Review of the contractor's request for payment and submittal to Client.

The scope for these services is authorized for execution under this Task Order. The scope for Additional Services may be authorized at a later time under separate task orders to the Master Agreement.

5. **Client's Responsibilities:** As indicated in Master Agreement. Starkville Utilities will provide and/or accomplish the following: Right of entry to the property.

   a. Previous available surveys, reports, etc.
   b. Currentboundary survey with easements of record plotted
   c. Paying all plan review and advertising costs.
   d. Furnishing all permits and providing permit review fees.
   e. Client will not hire any of Garver's employeesduring performance of this contract and for a period of one year beyond completion of this contract.
   f. Conduct bid opening and approve submitted bids.
   g. Provide inspection at project during construction and coordinate contractor.

6. **Not Included:** For clarification, our proposed scope of services for this Task Order does not include:

   a. Utility relocation design other than water and sewer.
   b. Preparation of a Stormwater Pollution Prevention Plan.
   c. Wetlands identification or mitigation design or other work related to environmentally or historically (culturally) significant items.
   d. Changes to major design elements after previous direction or approval or redesign to accommodate Client's budget after receipt of construction bids that exceed Garver's cost opinions.
   e. Pre-bid meeting.
   f. Attendance at bid opening.
   g. Construction materials testing.

7. **Schedule:** Garver will begin work within fourteen(14) days from the effective date of this Task Order and provide bid documents for review by the Client within twenty-one (21) calendar days.

8. **Payment to Engineer:**

a. Garver proposes to perform this project on a lump sum basis. The total compensation to Garver for the services identified by this Task Order shall be as indicated in the table below:

Work Item	Fee
Design Services	$10,300.00
Bidding Services	$1,854.00
Construction Services	$4,002.00
Total	$16,156.00

As such, Garver will invoice for the project monthly based upon a percentage of completion.

b. Any additional work beyond the scope of services defined in this Task Order, and authorized by the Client, shall be paid for in a subsequent Task Order.

9. **Subconsultants:** Garver will not utilize any subconsultants on this project. Garver will work with Starkville and manage their crews in a manner such that we would manage our subconsultants.

10. **Other Amendments to Master Agreement:** None.

11. **Attachments:** None.

Approval and Acceptance

Approval and Acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the Client.

The Effective Date of the Task Order is- - - - - - - - - - ' 2019.

Client: STARKVILLE UTILITIES	Engineer: GARVER
______________________	______________________
Signature	Signature
______________________	Brian Shannon PE
______________________	Vice President

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced new Police Officer Kenya Bibbs and acknowledged a Representative of Planet Recess for their donation to the Moncrief Park Playground which was installed December of 2018.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that citizens remain concerned with deer near North Jackson and Reed Road. He asked that everyone wear bright and reflective clothing to prevent accidents.
Bill Chapman, University Estates, commented that while he sees advantages to being annexed, he feels the disadvantages outweigh them for him.
Chuck Shimp, University Estates, expressed concern that the current water lines cannot handle high pressure fire hydrants if the area is annexed and that he did not want to pay taxes before receiving services through annexation.
Yulanda Haddix, NAACP President, introduced herself to the Mayor and Board and offered her assistance, along with the NAACP, in any way they could assist with any projects.
Dorothy Isaac, Ward 6, expressed concern in the proposed increase in sanitation fees. She stated she would like to see new businesses in the City. She recognized the black employees as part of Black History Month.
Jim Crissman, University Estates, expressed concerned about the possibility of annexation.
John Tolliver, 26 Choctaw Road, asked that the City assist with his sewer issues.
Darren Weber, University Estates, asked not to be annexed into the City.
Ronnie Wofford, Ward 5, owns 36.6 acres of property in the proposed annexed area. He is concerned with City regulations and how they may affect his property.

PUBLIC APPEARANCES:

JEREMIAH DUMAS WITH AN UPDATE AND PUBLIC HEARING ON THE SMART BUS SERVICE ROUTES AND RIDERSHIP.

Director Jeremiah Dumas and Associate Director Ronnie White gave a brief overview of the Starkville – MSU Area Rapid Transit (SMART) public transportation system.

Funding is provided from the Federal Transit Authority 5311 Rural Mass Transit Funds via the MS Department of Transportation. Local cash match is provided by MSU parking services and the City of Starkville, which has also has provided in-kind services in the form of city shelter construction, electrical and maintenance in the past.

Mr. Dumas discussed that this past year saw approximately 50,000 more passenger trips than the same period in the previous year. In calendar year there were 4,000 unique paratransit trips which are currently being services with one (1) wheelchair van and one (1) ambulatory van. They discussed the goals for the upcoming year in the area of improved efficiency, increased customer service, new buses and maintenance.

The proposed FY 20 budget is $4,250,000 with $1,700,000 in local cost share.

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

Alvin Turner, asked that drivers be respected and other drivers be considerate of the buses. Pedestrians should also be mindful of the buses.

Bill Chapman, University Estates, inquired why the SMART bus services stop before getting to their neighborhood. Mr. Dumas explained that the dimensions of the road prevent the larger bus from entering. He did note that a new stop is being added at the Church of Christ nearby which should help.

Dorothy Isaac, Ward 6, thanked Mr. Dumas and his staff for the assistance and kindness they provide her as a handicapped citizen. She would like to see additional funding for another van for the program.

Jim Crissman, University Estates, feels that Old Mayhew Road has potential to be an additional route in the future. Mr. Dumas explained that the SMART buses require additional space due to wheelchair lifts, but would review the area again.

They also encouraged anyone with questions or comments to call their office.

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

INTRODUCTION AND PRESENTATION BY MISS STARKVILLE 2019, MIKAYLA POINDEXTER.

Miss Mikayla Poindexter, Miss Starkville 2019, highlighted that the Miss Mississippi and Miss America pageants are scholarship programs more than just beauty based. Her platform is Helping Hands which increases access to services by special needs kids. The Miss Mississippi pageant will be held June 15 – 23. The Mayor ad Board wished her good luck.

PUBLIC HEARINGS:

22. PUBLIC HEARING AND CONSIDERATION OF CU 19-01 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR TWO DWELLINGS, SINGLE FAMILY, DETACHED ON TWO PROPOSED LOTS AT 104 AZALEA LANE IN A C-1 ZONE WITH THE PARCEL NUMBER 102O-00-029.00.

Daniel Havelin and Emily Corban presented the request. The applicant is seeking a Conditional Use to construct one single family dwelling on each of the proposed lots. This request is also a part of a preliminary and final plat to split the existing lot into three lots. The property is zoned C-1 and in order to construct a "dwelling, single family, detached", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. 15 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on January 21, 2019 and a sign was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call neither for nor against.

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

The applicant, Starkville Habitat for Humanity, spoke as to the location being near public transportation and that the dwellings will be single family residences.

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

Alderman Miller, duly seconded by Alderman Walker, offered a motion, based on the project meeting the five factor test contained in the staff report, to approve CU 19-01 a request for Conditional Use to allow for two dwellings, single family, detached on two proposed lots at 104 Azalea Lane in a C-1 Zone with the recommended condition that the applicant have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee. 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: Absent

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

23. CONSIDERATION OF PP 19-01 AND FP 19-01 REQUEST FOR PRELIMINARY AND FINAL PLAT APPROVAL FOR SUBDIVIDING 0.99-ACRE PARCEL INTO 3 LOTS 104 AZALEA LANE IN A C-1 ZONING DISTRICT WITH THE PARCEL NUMBER 102O-00-029.00.

Daniel Havelin and Emily Corban presented the request. The applicant Starkville Habitat for Humanity is requesting Preliminary and Final Plat approval for subdividing a 0.99-acre parcel into 3 lots. The proposed subdivision is named "Habitat for Humanity Property, Azalea Subdivision, No. 2". The proposed subdivision is located in a C-1 zoning district. The proposed subdivision is located at 104 Azalea Lane.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve PP 19-01 and FP 19-01 Request for Preliminary and Final Plat approval for subdividing 0.99-acre parcel into 3 lots with the following three conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

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: Absent

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

Alderman Vaughn joined the meeting at this time.

24. PUBLIC HEARING AND CONSIDERATION OF CU 19-02 A REQUEST FOR CONDITIONAL USE BY TEP STARKVILLE, LLC TO ALLOW RESIDENTIAL DWELLING UNITS TO BE PLACED IN A C-2 ZONE AS PART OF A MIXED-USE DEVELOPMENT LOCATED APPROXIMATELY 360' SOUTHEAST OF THE CENTER OF THE INTERSECTION OF HIGHWAY 12 EAST AND PAT STATION ROAD DIRECTLY EAST OF THE LA QUINTA INN WITH THE PARCEL NUMBER 117-25-021.00.

Daniel Havelin and Emily Corban presented the request. The applicant is seeking a Conditional Use to allow residential dwelling units to be placed in a C-2 zone as part of a mixed-use development. The property is zoned C-2 and in order to construct a "dwelling, multi-family", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. The proposal is to construct residential units on the upper floors and commercial space on the ground floor of the proposed building. Eight property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on January

21, 2019 and a sign was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls regarding this request.

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

John Granberry of McCarty Granberry Engineering representing TEP Starkville, LLC, the applicant, spoke to the five specific criteria for conditional use and that his client feels they meet all five of the criteria. He thanked the Board for their consideration.

Alderman Walker asked questions concerning ingress / egress entries to the property and expressed concern that the back of the building not be facing the street.

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

Alderman Walker, duly seconded by Alderman Miller, offered a motion to approve CU 19-02 a request for Conditional Use by TEP Starkville, LLC to allow residential dwelling units to be placed in a C-2 zone as part of a mixed-use development with the following four conditions:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.
2. The applicant shall obtain a Certificate of Occupancy prior to the commencement of any business activities at the subject property.
3. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.
4. Façade of building facing the City street shall contain store fronts that are accessible from the street.

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.

25. CONSIDERATION OF THE EXTENSION OF THE CONTRACT WITH RETAIL STRATEGIES FOR THE PURPOSE OF ECONOMIC DEVELOPMENT OF RETAIL GROWTH IN THE CITY OF STARKVILLE.

Scott VonCannon, Chief Operating Officer of Retail Strategies, along with fellow team members, presented information as to their work in the past as well as their future plans for the City of Starkville. Following questions and suggestions, Alderman Little, duly seconded by Alderman Carver, offered a motion to approve the three (3) year contract renewal with OCEDA and VCC for the services of Retail Strategies to promote retail development within the City of Starkville. 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.

PROFESSIONAL SERVICES AGREEMENT TO PROVIDE CONSULTING AND RELATED SERVICES

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant"), the Oktibbeha County Economic Development Authority ("OCEDA"), the Starkville Visitors and Convention Council ("VCC"), and the City of Starkville, MS, ("Starkville") (collectively referred to as "Clients") on this the 5th day of February 2019, as follows:

WHEREAS, the Clients desire to have performed those consultation services identified on Exhibit A attached hereto by Consultant (the "Project"); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Clients as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Clients and Consultant, by which Consultant will provide professional consulting and related services to the Clients as hereinafter specified:

1. <u>SCOPE OF SERVICES</u>

Consultant hereby agrees to provide professional services for Clients in the form of consulting and related services for the Project as set out in Exhibit A.

2. <u>TERM</u>

The Term of this Agreement shall commence upon February 16, 2019, and run for a period of three (3) years unless terminated pursuant to the terms of Paragraph 8 below.

3. <u>COMPENSATION</u>

As compensation for the consultation services provided herein by Consultant, Clients agree to pay Consultant $30,000.00 annually split as follows: Starkville - $15,000; OCEDA - $10,000; VCC - $5,000. Compensation shall be paid in full when billed by Consultant. Initial fees in year one are due upon execution of this Agreement. Consultant shall send separate invoices to Starkville, OCEDA, and VCC for their pro-rata shares of annual compensation as outlined above.

4. CLIENTS' RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Clients shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Clients, and such records, reports, and information as reasonably requested by Consultant and in Clients' possession.

S. INTELLECTUAL PROPERTY

The Clients and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Clients, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights. The Clients acknowledge that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Clients may utilize any of the foregoing for and on behalf of their internal operations, but will take steps reasonably necessary with their employees with respect to the use, copying, protection and security of the foregoing.

6. APPLICABLE LAWS

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services.

7. INSURANCE

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees. Consultant shall carry the insurance listed on the Certificate of Insurance attached hereto as Exhibit "B", which is incorporated herein by reference, throughout the term of this Agreement.

8. DEFAULT AND TERMINATION

(a) In the event Consultant should violate any of the terms of this Agreement, Clients shall provide Consultant with written notice of any such default. Consultant shall have a period of thirty (30) days following such notice to cure any alleged deficiencies. Should Consultant fail to cure such default in the time period provided , Clients shall be permitted to terminate this Agreement.

(b) Notwithstanding the above provision, Clients may collectively terminate this Agreement, with or without cause, by providing written notice six (6) months prior to the date of termination.

(c) In addition to the foregoing, Starkville, OCEDA, or VCC may terminate their participation in this agreement individually upon the required six (6) months written notice. In that event, any remaining parties may renegotiate the payment terms of this Agreement on mutually agreeable terms.

(d) This Agreement shall automatically expire upon the expiration of the three (3) year term. The parties may renew the consulting relationship by executing an amendment or new agreement setting forth the new terms between the Consultant and the Clients.

(e) All fees paid for any term are fully earned when paid and are not subject to refund following any termination hereunder.

9. NOTICES/PARTIES REPRESENTATIVES

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United Sates Mail, postage prepaid thereon to the addresses noted below:

Clients: City of Starkville, MS
110 W. Main Street
Starkville, MS 39759
Email: l.s pru ill@city ofstarkvi lle.o rg
Attention: Mayor Lynn Spruill

Starkville Visitors and Convention Council
200 E. Main St.

1113600_1

Starkville, MS 39759

Email: jprathe ruustarkv ille.org

Attention: Jennifer Prather

Oktibbeha County Economic Development Authority

200 E. Main St.

Starkville, MS 39759

Email: jprat her@starkvill e. org

Attention: Jennifer Prather

Consultant: Retail Strategies, LLC

2200 Magnolia Ave. S. Suite, 100

Birmingham, AL 35233

Email: sle ara@reta ils trateg ies.com

Attention: Steve Leara

10. INDEPENDENT CONTRACTOR

While Consultant's role will be that of consultant to the Clients, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Clients. Consultant shall not have the authority to bind or obligate the Clients, their officers, agents or employees. Clients do not reserve any right to control the methods or manner of performance of the services by Consultant. Consultant in performing the services provided herein, shall not act as an agent or employee of Clients, but shall be and act as an independent contractor, and shall be free to perform the services by such methods and in such manner as Consultant may choose.

11. INDEMNIFICATION

Consultant shall indemnify, defend, and hold harmless Clients and their officers, agents, servants, and employees from and against any and all loss, damage, or liability resulting from any claims, suits, and actions for injuries to persons or entities and damages caused by or arising out of any action or inaction of Consultant, or anyone directly or indirectly employed by it or anyone for whose acts Consultant may be liable, in any way associated or connected with the performance of the services herein, in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent or contributory acts or omissions of Client, its officers, agents, servants, or employees. This indemnity includes, but is not limited to, court costs, attorney fees, costs of investigation, costs of defense, settlement and judgments associated with such claims, suits or actions.

12. COVENANT NOT TO COMPETE

Consultant agrees that during its contractual relationship with Clients, it will not perform any services similar to those provided to Clients for any person, firm, or entity, including but not limited to, governmental entity, quasi-governmental entity, political subdivision, economic development organization, chamber of commerce, municipal corporation, county, or any combination thereof located in the following counties: Oktibbeha, Clay, and Lowndes. Consultant acknowledges that the three-year term of this contract and the geographical area set forth is reasonable, and that enforcement of a remedy by way of injunction will not prevent Consultant from conducting business. It is the intent of the parties that Consultant will provide services solely to Clients within the area described in this paragraph.

13. MISCELLANEOUS

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

<u>Force Maieure</u>: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

<u>Amendment in Writing</u>: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

<u>Binding Effect</u>: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

<u>Captions</u>: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

<u>Construction</u>: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

<u>Governing Law</u>: This Agreement shall be construed under the laws of the State of Mississippi. Venue for any dispute arising between the parties shall be in the Circuit Court of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Aberdeen Division, as applicable.

<u>Prohibition on Assignment and Delegation</u>: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Brokerage Rights: Clients acknowledge that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services.

SIGNATURES ON FOLLOWING PAGE

CLIENTS:

City of Starkville, MS

By ______________________________

Title ____________________________

Date ____________________________

Oktibbeha County Economic Development Authority

By ______________________________

Title ____________________________

Date ____________________________

Starkville Visitors and Convention Council

By ______________________________

Title ____________________________

Date ____________________________

CONSULTANT:

RETAIL STRATEGIES, LLC

By ______________________________

Title ____________________________

Date ____________________________

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EXHIBIT A

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the "consultant") will provide to the City of Starkville (the "Clients").

A. Research

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Competition analysis of identified target zones trade area(s)
5. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
6. Aerial imagery by trade area
7. Retail competitor mapping/analysis
8. Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
9. Identification of at minimum 50 retail prospects to be targeted for recruitment over three year engagement
10. Retailer recruitment and execution of the retail strategy
11. Monthly updates provided on retail industry trends
12. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. Boots on the Ground Analysis

1. Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Perform competitive analysis of existing shopping centers and retail corridors
4. Active outreach to local brokers and land owners

C. Retail Recruitment

1. Pro-active retail recruitment for targeted zones
2. Clients will contact a minimum of 50 retailers, restaurants, brokers and/or developers
3. Updates on new activity will be provided to Clients' designated primary point of contact (Sec. II-A) via Basecamp, telephone, or email on a monthly and/or as needed basis
4. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity

5. ICSC conference representation- updates provided according to the yearly conference schedule

EXHIBIT A (Continued)

II. CLIENTS AGREEMENT

This section Client *outlines what the City of Starkville (the "Clients") will provide for Retail Strategies (the "Consultant").*

A. Point of Contact

1. One individual shall be specifically designated by Clients and identified to Consultant as primary point of contact ("POC")
2. POC will be responsible for regular communications between Clients and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to
Clients as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days' notice before materials and other information are needed
2. Clients/ POC understands that Consultant's ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Clients/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner's personal situation that may affect willingness to sell property
4. Clients/ POC will inform Consultant of plans to attend ICSC conferences proving ample time to assist in planning

C. Information and Material Requested by Clients:

1. POC will provide Consultant with no less than 3 business days' notice before a full update is needed
2. Clients/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publically

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 02/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Petra RMS 2140 11th Ave South Suite 400 Birmingham AL 35205	CONTACT NAME: Kristin Murphy PHONE (A/C, No, Ext): (205) 354-2700 FAX (A/C, No): E-MAIL ADDRESS: kmurphy@petrarms.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Charter Oak Fire Ins Co	25615
INSURER B :	Travelers Property Casualty Co of Ill	38130
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Retail Specialists, LLC
120 18th Street South, Ste. 201
Birmingham AL 35233

COVERAGES **CERTIFICATE NUMBER:** 19-20 Re. Strat **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			630-1N293191	02/01/2019	02/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			630-1N293191	02/01/2019	02/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ 5,000
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			CUP-1N293191	02/01/2019	02/01/2020	EACH OCCURRENCE	$ 9,000,000
							AGGREGATE	$ 9,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Retail Strategies, LLC is named as Additional Insured with respect to General Liability Coverage as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Starkville 110 West Main Street Starkville MS 39759	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE Brandy C. Washington

26. DISCUSSION AND CONSIDERATION OF THE ADOPTION OF A JOB DESCRIPTION AND ADVERTISING FOR THE POSITION OF MUNICIPAL JUDGE PRO TEMPORE IN ACCORDANCE WITH THE STATE STATUTE MS CODE §21-23-9.

Alderman Perkins, duly seconded by Alderman Sistrunk, offered a motion, pursuant to MS Code §21-23-9, to approve the advertisement for a Municipal Court Judge Pro Tempore in the Municipal Court Department as a contract worker without benefits at $53.85 per hour. 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.

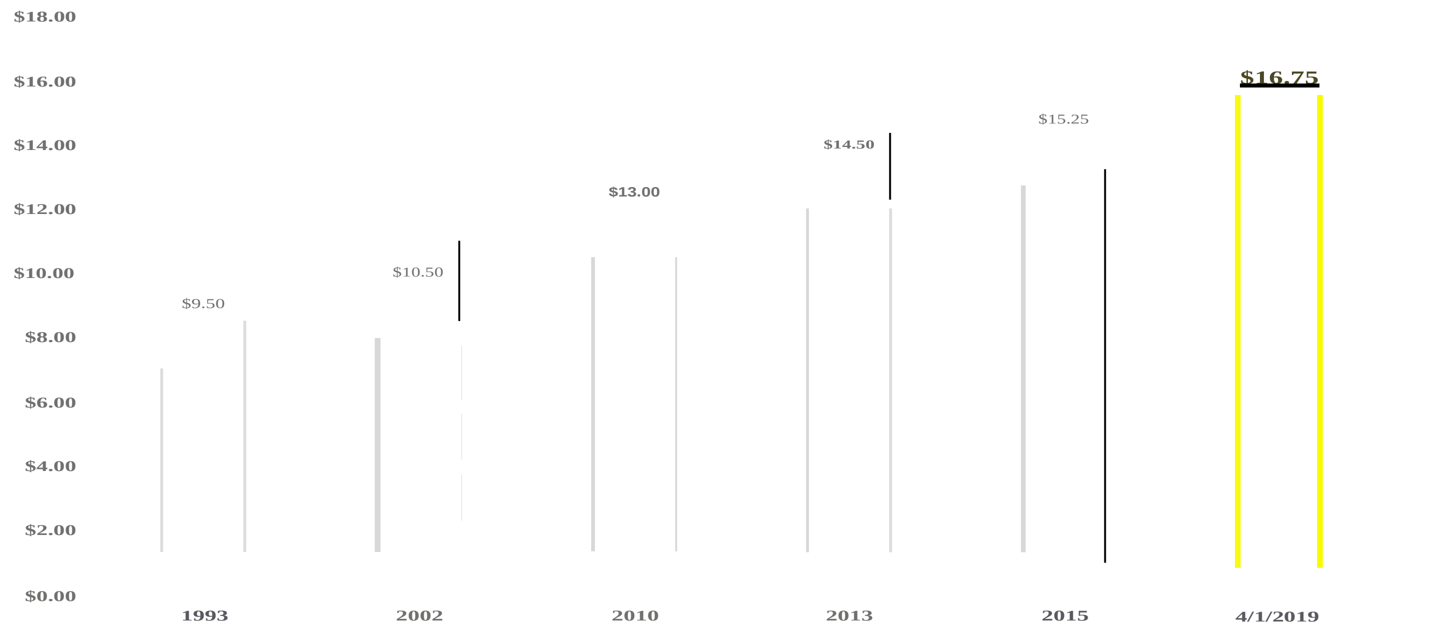
27. CONSIDERATION OF INCREASING THE MONTHLY SANITATION RESIDENTIAL RATE BY $1.50 TO $16.75, BASIC COMMERCIAL SANITATION RATE BY $5.00 MONTHLY AND COMMERCIAL CONTAINER BY $5.00 PER PICKUP.

Following discussion of the pending landfill and MDEQ issues which must be addressed at an estimated cost of up to 1.5 million dollars, Alderman Sistrunk offered a motion to approve a rate increase to the monthly sanitation residential rate by $1.50 to $16.75, the basic commercial rate by $5.00 to $30.00 and commercial container rate by $5.00 per pickup (per the chart below) with the rate increase to apply to any and all costs, fees and expenses of any kind associated with the City's maintenance, operation and potential closure of the landfill and shall remain in effect pending subsequent Board action, until the City closes the landfill and any and all costs associated with the landfill are satisfied. Following a second by Alderman Walker, 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.

Residential Sanitation Rates (Monthly)



City of Starkville Sanitation & Environmental Services - COMMERCIAL RATES (MONTHLY) April 1, 2019 rate increases are highlighted.						
Basic Commercial Business Current Rate: $25 ($30)						
Container (Dumpster) Schedule Current Rates						
Container Size (cubic yards)	I-Weekly Pick ups	2-Weekly Pick ups	3-Weekly Pick ups	4-Weekly Pick ups	5-Weekly Pick ups	6-Weekly Pick ups
4	$55 *($60)*	$110 *($I20)*	$165 *($I80)*	$220 *($240)*	$275 *(S300)*	$330 *($360)*
6	$75 *($80)*	$150 *($I60)*	$225 *($240)*	$300 *($320)*	$375 *($400)*	$450 *($480)*
8	$95 *($IOO)*	$ 190 *($200)*	$285 *($300)*	$380 *($400)*	$475 *($500)*	$570 *($600)*

28. CONSIDERATION OF AUTHORIZING CITY ATTORNEY CHRIS LATIMER AND SLAUGHTER AND ASSOCIATES TO DRAFT AN ANNEXATION ORDINANCE IN ANTICIPATION OF PURSUING THE ANNEXATION OF AREAS A & B OR AREA A AS DIRECTED BY THE BOARD.

Mayor Spruill noted that annexation was a topic this administration had been studying for approximately one year. The proposed annexation area has been reduced significantly from the original proposal. The last annexation was in 1998, and added 10 square miles to the existing 15 square miles of the City. This newly proposed annexation, at 3.1 square miles, would be much more conservative. If approved, this new annexation would allow the City to control the eastern entry point to the City, which would help formulate the impression people get when entering the City from that direction. A motion to approve the drafting of an annexation ordinance would only be the first step in the process, to be followed by Public Hearings, additional Board discussion, and community meetings.

Alderman Carver asked that a minimum of two Public Hearings be held, along with community meetings. He has not decided whether he is for or against the annexation, but is for proceeding to the Public Hearing phase for citizen input.

Alderman Sistrunk stated that the City needs to be looking ahead to the future and what can be done to prepare for future growth. She then asked the Mayor to discuss what remains to be completed from the 1998 annexation and what has been completed.

Alderman Little stated he is ready to proceed with citizen input and Public Hearings on a proposed annexation ordinance. He stated there will be advantages to an annexation in the form of sufficient water capacity for fire hydrants, lighting, police, and fulltime fire coverage. He recognized that there may be disadvantages in the form of regulations and taxes that are not currently in place in that area. But he feels the proposed 3.1 square miles is manageable and affordable.

Mayor Spruill then presented a map (displayed on a following page), which was prepared by Starkville Utilities showing the areas lacking city services from the 1998 annexation, and the costs associated with such services. She noted that the residents in these 1998 areas have not paid water and wastewater bills, so they are not paying for any services they are not receiving. She emphasized that necessity and economic feasibility must be taken into consideration in providing city services. She noted that property taxes from the 1998 annexation pay for police, fire, court, code enforcement, parks and recreation, streets and engineering services, along with City voting rights. She remarked that all city streets are currently paved or are about to be paved.

The Mayor then read the 12 factors of reasonableness, from controlling case law, considered during an annexation:

1. The municipality's need for expansion;
2. Whether the area of annexation is reasonably within a path of growth;
3. The potential health hazards from sewage and waste disposal in the annexed area;
4. The municipality's financial ability to make improvements and provide services;
5. The need for zoning and overall planning in the area;
6. The need for municipal services in the area;
7. The existence of natural barriers between the municipality and the proposed annexation area;
8. The past performance and time element involved in the municipality's provision of services to its present residents;
9. The economic or other impact of the annexation on those who live in or own property in the proposed annexed area;
10. The impact of the annexation upon the voting strength of protected minority groups;
11. Whether property owners and other inhabitants of the proposed annexation area have in the past, and for the foreseeable future unless annexed, will enjoy the economic and social benefits of proximity to the municipality without paying their fair share of the taxes; and
12. Any other factors that may suggest reasonableness.

Alderman Walker agreed with Alderman Carver that he is ready to proceed with Public Hearings and hear more citizen comments. Alderman Walker asked Terry Kemp about the capacity of the water lines and the timelines to install lines. Mr. Kemp stated the City does have the means and capacity to provide fire protection to the newly proposed annexed territory in order to lower the fire rating of the area. The certificated water area that now exists would not be encroached upon. The City can run dedicated lines to fire hydrants. Alderman Miller received confirmation from Mr. Kemp that fire hydrants would be provided by taxes paid, not by water utility bills paid.

Alderman Sistrunk, duly seconded by Alderman Walker, offered a motion to direct City Attorney Chris Latimer to work with Slaughter and Associates to draft an annexation ordinance in anticipation of pursuing annexation areas for Area A & B as presented.

Vice Mayor Perkins stated that he respectfully disagreed with the Mayor. He cited the case of *City of D'Iberville v. City of Biloxi*, 109 So.3d 529 (Miss. 2013), as containing the 12 factors of reasonableness for an annexation. Of the twelve factors, he noted that he did not feel annexation factor 8, past performance of the City, has been successfully met by the City in the 1998 annexed territory. He then read a letter from Darnell and Annie Johnson of 1355 Babylon Road, which was annexed in 1998, and asked that it be placed in the minutes. The letter is attached on a following page.

Vice Mayor Perkins stated that he has fought for almost 21 years to bring services and paved roads to certain portions of the 1998 annexed territory. He gives the City a failing grade in the past performance category. He has seen vacant land, like the newly proposed annexed territory, become populated over the years, thus necessitating a need for services and expenses that the City may not be prepared to provide. He noted several roads that are still without city street lights from the 1998 annexation, and that adding street lights in Four County's territory will take approval of Four County. He noted that if county residents wanted to live inside the City limits, then they would not have bought property in the county, and that they should not be forced to be City citizens.

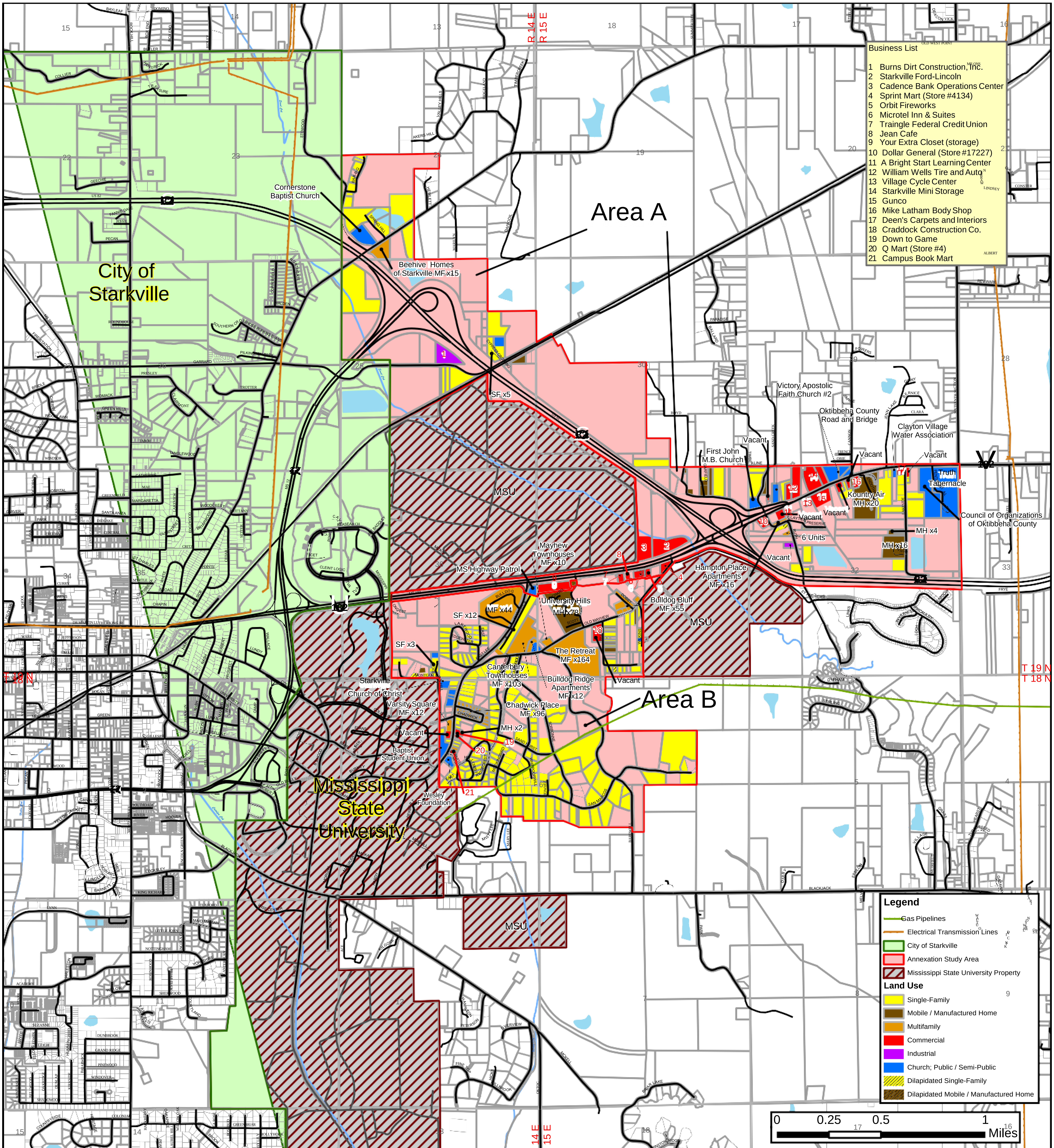
Vice Mayor Perkins also expressed concern over factor 10, the impact on minority voting strength. He believes most of the new residents will fall into his ward. He would like to consider the ward lines, and how they would shift, with this proposed annexation. He questioned whether the advantages to the proposed annexation were compelling enough to override his concerns. He thanked the citizens present at the meeting who had expressed concern with the proposed annexation, and asked the Board to hear and consider their concerns. He concluded by saying that he respects everyone's opinions on this matter but disagrees with the plan to annex.

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.

(A map of proposed Annexation Areas A & B, and a letter from Darnell & Annie Johnson attached to the Minutes at the request of Aldermen Perkins, appear on the following pages)



SLAUGHTER & ASSOCIATES
URBAN PLANNING CONSULTANTS
POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

Land Use Map (Zoom)
Annexation Study Areas
City of Starkville, Mississippi

Source(s):
Mississippi Automated Resource Information System (MARIS)
US Census Bureau TIGER Line Files
Slaughter & Associates field survey conducted November 1-2, 14 and 20, 2017 and October 10, 2018

Note: This map is accurate for planning purposes only
Date: January 28, 2019

Darnell & Annie Johnson
1355Babylon Road
Starkville, MS 39759

January 22, 2019

Dear Vice Mayor Roy Perkins:

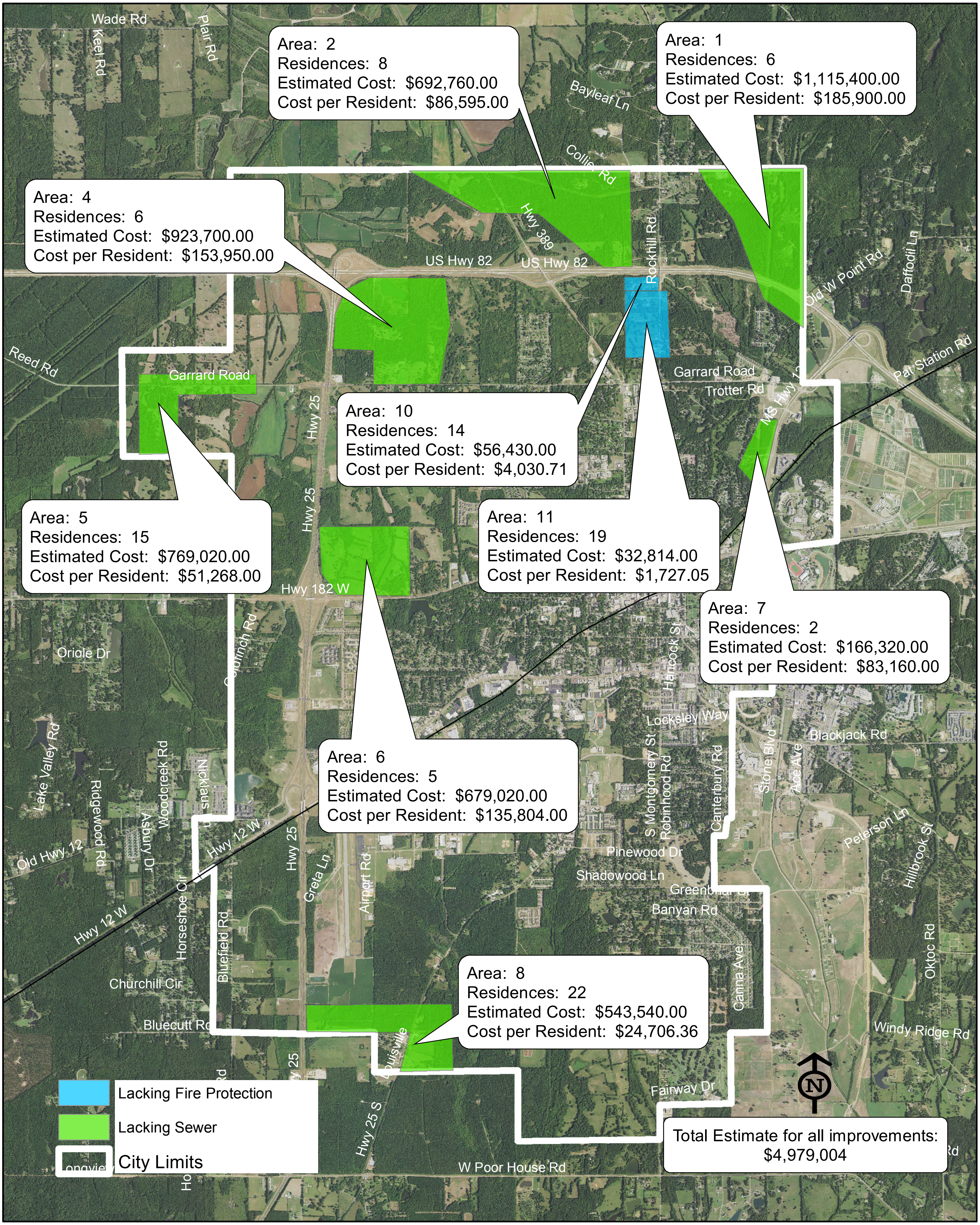
We reside at 1355 Babylon Road, Starkville, MS. I am writing to you regarding Babylon Road's lack of City Sewage. We were annexed into the city in 1998, and still do not have city sewage. We love our city and we pay our taxes. We feel as citizens of Starkville, MS, that we have the rights & privileges of any citizen within the city. We have spoken to Mayor Spruill concerning this matter. 21 years is a long time to be without the day-to-day standard services that most city residents enjoy. We are asking that his matter be taken under serious consideration by the Mayor and Board of Aldermen.

Thank you for all that you do to help make our community better!

Sincerely,

Darnell & Annie Johnson

Areas Lacking City Service



29. CONSIDERATION OF APPOINTING AN AD HOC RECYCLING COMMITTEE OF UP TO SEVEN MEMBERS TO EVALUATE RECYCLING PRACTICES IN THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve the formation of an Ad Hoc Recycling Committee of up to seven members to evaluate the services and operations of the recycling practices of the City of Starkville with Aldermen to submit potential committee members to Alderman Sistrunk who will bring the recommendations to the Board at the February 19 meeting. 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.

30. CONSIDERATION TO CALL FOR A PUBLIC HEARING AMENDING STARKVILLE ORDINANCE SECTION 82-6 RELATING TO THE DISCHARGE OF FIREARMS TO COMPLY WITH STATE STATUE 45-9-53.

Alderman Miller, duly seconded by Alderman Little, offered a motion to call for a public hearing amending Starkville Ordinance Section 82-6 relating to the discharge of firearms to comply with State Statue 45-9-53. 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.

31. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

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 January 29, 2019 for fiscal year ending 9/30/19, 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. 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	$ 602,251.60
Restricted Police Fund	002	1,460.25
Airport Fund	015	20,023.92
Sanitation	022	31,839.48
Landfill	023	33,159.04
Computer Assessments	107	9,628.94
Industrial Park Fund	303	32,122.62
Public Improvement Bonds 2018	319	9,779.58
Park and Rec, Tourism	375	63,811.25
Trust & Agency	610	20,555.49
Economic Dev, Tourism & Conv	630	87,489.09
Sub Total Before Utilities		$ 912,121.26
Utilities Dept.	SED	1,303,975.32
Total Claims	Total	$ 2,216,096.58

32. REQUEST APPROVAL OF ENTERING A LEASE PURCHASE AGREEMENT WITH ACTIVE SOLUTIONS, LLC, AT A MONTHLY COST OF $1,153.00 FOR 60 MONTHS, ENABLING THE ACQUISITION OF 10 SURVEILLANCE CAMERAS WITH ALL-WEATHER EQUIPMENT ENCLOSURES.

Following a presentation by Joel Clements of how and where the cameras will function, Alderman Miller, duly seconded by Alderman Little, offered a motion to approve entering a lease purchase agreement with Active Solutions, LLC, at a monthly cost of $1,153.00 for 60 months, enabling the acquisition of 10 surveillance cameras with all-weather equipment enclosures. 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.

MUNICIPAL LEASE AND OPTION AGREEMENT

LESSOR: Active Solutions, LLC
1215 Prytania Street, Ste 301
New Orleans, LA 70130

Agreement No.: 23104

LESSEE: City of Starkville
110 West Main St
Starkville, MS 39759
(662) 323-2525

VENDOR: Active Solutions, LLC
1215 Prytania St. #301
New Orleans, LA 70130
(504) 524-6579

NOTE: This is an interest income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are I.R.S reportable (such as Form 1099)
(See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G and 8038-GC.)

EQUIPMENT DESCRIPTION (make, model, serial no. and attachments – Equipment is new unless noted)

Ten (10) Active Solutions SafeCity Enclosures and ten (10) Flexible multisensor fixed cameras with four 1080p sensors with the following accessories: ten (10) 25' Length - Cable with photo sensor fits standard street light power base, twenty (20) Site Inspections/Prep - Onsite & Remote, Ten (10) Camera Unpacking & Assembly, thirty (30) Camera Installations/Remote Support, thirty (30) Initial Camera/Software Programming & Configuration, eight (8) project Management, ten (10) Axis Camera Station - Camera License - One Time License and Maintenance and Support - 1 Year.

Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed and which refers to this Agreement.

Lessor assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Lessee. VENDOR IS NOT AN AGENT OF LESSOR and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Lessor or assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Lessor or assignee.

EQUIPMENT COST – TERM – PAYMENTS

LEASE TERM	60-months (includes interest, see Section 5.02).
PAYMENTS	60 payments in the amount of $1,153.00 with the first such payment due upon the Lessee's written acceptance of the leased Equipment and each remaining payment due monthly thereafter on the same day.
TOTAL AMOUNT FINANCED	$59,237.42 – any and all additional taxes will be the sole responsibility of Lessee.
PURCHASE OPTION AMOUNT	Purchase Option is $1.00 after timely making all payments.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGE, WHICH TERMS ARE MADE A PART HEREOF.

TERMS AND CONDITIONS

Lessor hereby leases the Equipment to Lessee for the following purposes and upon the following terms and conditions:

ARTICLE I: COVENANTS OF LESSEE. Lessee represents, covenants and warrants, for the benefit of Lessor and its assignee(s), as follows:

A. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State as set forth above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

B. Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form acceptable to Lessor.

C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

D. During the period this Agreement is in force, Lessee will annually provide Lessor or its assignee(s) with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue performing its obligations under this Agreement as may be reasonably requested by Lessor or its assignee(s). Lessee further agrees to make its best effort to budget for and have appropriated for each budget and/or appropriation cycle, sufficient funds to make the Lease Purchase Payments throughout the entire Lease Term.

E. The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.

F. The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.

G. This Agreement, as written, including all of its Amendments and Addendums, supercedes and replaces any and all representations made by Vendor.

H. The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.

I. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Lease Purchase Payments from gross income for the purposes of U.S. federal income taxation.

J. Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.

K. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3) (B) of the Code.

L. Lessee represents and warrants that it is a governmental unit, under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee.

ARTICLE II: DEFINITIONS.

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Municipal Lease and Option Agreement.

"Lease Term" means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Terms as will equal the Lease Term set forth on the face of this Agreement.

"Lessor" means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation, and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Buy-out After Payment Amount" means the amount of the payments for the balance of the entire Lease Term (assuming no early termination) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations have a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.

"Renewal Term(s)" means the automatic renewal periods of this Agreement, each having a duration of one (1) year co-terminus with Lessee's fiscal year except the last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Lease Purchase Payments shall be as provided in the attached Payment Schedule.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III: COMMENCEMENT OF LEASE TERM.

The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee's current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessee gives written notice to Lessor not less than thirty (30) days prior to the end of the Original Term or Renewal Term then in effect of Lessee's intention to terminate this Agreement pursuant to Section 5.05 as the case may be. If Lessee fails to accept the Equipment within a reasonable time after its delivery (not to exceed ten (10) days), then at the option of Lessor, the obligations of Lessor to provide the Equipment to Lessee hereunder may be cancelled and in such event Lessee shall assume all of Lessor's obligations under any purchase order or purchase agreement with the Vendor related to the Equipment in lieu of its obligation to make Lease Purchase Payments.

ARTICLE IV: INSPECTION.
Lessor and any assignee of Lessor's right under this Agreement shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.
ARTICLE V: LEASE PURCHASE PAYMENTS.
Section 5.01. Lease Purchase Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Purchase Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.
Section 5.02 Payment of Lease Purchase Payments. Lessee shall pay Lease Purchase Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Lease Purchase Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.
Section 5.03 Lease Purchase Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payment of Lease Purchase Payments and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be "net" of taxes and insurance Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.
Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Lease Purchase Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Lease Purchase Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which Lease Purchase Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.
Section 5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Lease Purchase Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make payment of the Lease Purchase Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver proof of non-appropriation including rejection of reviews and appeals and notice to Lessor of such termination at least thirty (30) days prior to the end of the Original Term or the then current Renewal Term. However, failure to deliver such proof of non-appropriation and notice to Lessor shall not extend the term of this Agreement beyond the end of the Original Term or the then current Renewal Term. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment.
ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.
Section 6.01 Title to the Equipment. During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, surrender possession of the Equipment to Lessor.
Section 6.02 Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants to Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute and authorizes Lessor to execute and file on Lessee's behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.
ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.
Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. If appropriate, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.
Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a "qualified tax-exempt obligation", if the Lessee exceeds ten million dollars ($10,000,000.00) in "qualified tax-exempt obligations", as specified in Section 265 (b) (3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a "qualified small issuer" thereunder it will pay the "taxable interest rate" on this Agreement retroactive to its Commencement Date. The "taxable interest rate" is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.
Section 7.03 Insurance. At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor's satisfaction that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater), and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insureds and loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation or expiration.
ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.
Section 8.01 Damage, Destruction and Condemnation. Lessee is responsible for any theft or destruction of, or damage to, the Equipment, whether insured or not ("Loss"). Lessee shall continue to satisfy all its obligations hereunder (including, but not limited to the payment of Lease Purchase Payments), even if there has been a Loss. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the proceeds of any insurance claim or condemnation award, after deducting all expenses (including attorney's fees) incurred in the collection of such claim or award ("Net Proceeds"), to be applied to Lessee's obligations pursuant to Section 8.02 hereof.
Section 8.02 Application of Net Proceeds. Provided the Equipment is not deemed to be a total loss, Lessee shall, if Lessee is not in default hereunder, cause the repair, replacement or restoration of the Equipment and pay the cost thereof, and, if Lessee is in default hereunder, cause the net proceeds to be applied as if total destruction or damage had occurred. In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the Lease Purchase Payment due date next succeeding the date of such loss the amount of the Buy-Out after Payment Amount applicable to such date, plus the Lease Purchase Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to the extent of any deficiency.
ARTICLE IX: DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE.
Section 9.01 Disclaimer of Warranties. (Reserved)
Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor of the Equipment. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.
Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years.
ARTICLE X: EARLY OPTION TO PURCHASE.
Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment at the end of each month, or Payment due date as established by the Commencement Date, for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or

its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

Section 11.01 Assignment by Lessor. This Agreement, and the right to receive the payments to be made hereunder, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessor's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment or reassignment is made discloses the name and address of the assignee and (ii) the Lessee receives written notification of the name and address of the assignee. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03 Additional Covenants. (Reserved)

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

Section 12.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

A. Failure by Lessee to pay any Lease Purchase Payment or other payment required to be paid hereunder at the time specified herein; or

B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than for a period of thirty (30) days after written notice to Lessee, specifying such failure and requesting that it be remedied unless Lessor shall agree in writing to an extension of such time prior to its expiration provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or

C. Breach of any material representation or warranty by Lessee under this Agreement; or

D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or

E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:

A. By written notice to Lessee, Lessor may declare all payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

B. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment with the net proceeds thereof to be applied as provided herein;

C. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 13.10 hereof;

D. If Lessee refuses to return the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the Buy-Out after Payment Amount,

E. Take whatever other action at law or in equity that may appear necessary or desirable to enforce its rights as the owner of the Equipment; and,

F. The proceeds of such sale, lease or sublease of the Equipment pursuant to Section 12.02 B shall be applied in the following order: 1) to all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditions and selling, leasing or subleasing of the Equipment and all brokerage, auctioneers' and attorneys' fees 2) the applicable Buy-out After Payment Amount 3) all unpaid Lease Purchase Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term and 4) the balance to the Lessee unless Lessee shall so waive such payment. If the proceeds of such sale, lease or sublease shall be insufficient to pay all of items 1), 2), and 3), Lessee shall remain liable for any deficiency as to item 3), but will not remain liable for any deficiency as to items 1) and 2) in this section F.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII: MISCELLANEOUS.

Section 13.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective addresses.

Section 13.02 Binding Effect. Subject to the limitations on assignment, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability; Interest Limitations. In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Lessee will not be required to pay and Lessor will not be permitted to collect any amount in excess of the maximum amount of interest permitted by law ("Excess Interest"). If any Excess Interest is provided for or determined to have been provided for under this Agreement, then: (A) this subsection shall govern and control; (B) Lessee will not be obligated to pay any Excess Interest; (C) any Excess Interest that Lessor may have received hereunder shall be, at Lessor's option (1) applied as a credit against the outstanding lease payment obligations (not to exceed the maximum amount permitted by law), (2) refunded to Lessee, or (3) any combination of the foregoing; (D) any interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and this Agreement shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) Lessee will not have any action against Lessor for any damages arising out of the payment or collection of any Excess Interest.

Section 13.04 Advances. In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform such obligation, and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand, together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Section 13.05 Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument. The counterpart bearing Lessor's signature shall constitute the sole chattel paper original of this Agreement.

Section 13.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of the Lessee.

Section 13.07 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 provisions or sections of this Agreement.

Section 13.08 Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purposes if Lessor has assigned this Agreement. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply.

Section 13.09 Finance Lease. The parties intend that the Lessor shall have all benefits of a lessor under a finance lease under the uniform commercial code. Lessor did not select, manufacture, or supply the leased property and only acquired it (or the right to use such leased property) in connection with this Agreement. Further, Lessee acknowledges: (a) Lessee received a copy of the contract by which Lessor acquired the leased property before signing this Agreement, (b) Lessee approved said contract as a condition of the effectiveness of this Agreement, (c) prior to signing this Agreement, Lessee received a statement designating the vendor promises, warranties and limitations or modifications of remedies, or (d) prior to signing this Agreement, Lessee was told that the uniform commercial code – leases, governs this transaction and that Lessee may communicate directly with the vendor concerning the matters described in subsection (c) of this sentence. Lessee waives any and all rights and remedies Lessee may have under the UCC 2A-508 through 2A-522, including any right to: (a) cancel this Agreement; (b) reject tender of the Equipment; (c) revoke acceptance of the Equipment; (d) recover damages for any breach of warranty; and (e) make deductions or set-offs, for any reason, from amounts due us under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern.

Section 13.10. Return of Equipment. Upon termination of the Agreement for any reason (except purchase by the Lessee), at the option of Lessor, (i) at its sole cost and expense, Lessee will immediately return the Equipment to Lessor in accordance with the provisions of this section, or (ii) Lessor shall transfer ownership of the Equipment to Lessee If shipped, the Equipment shall be packed in accordance with the Vendor's specifications and returned to Lessor at the location specified by Lessor in the Continental United States reasonably close to where it was originally delivered, in the same condition as when accepted, ordinary wear and tear excepted. Such shipment shall be f.o.b. destination. Lessee shall bear all costs associated with such packing and shipping and the risk of loss shall not pass to Lessor until the Equipment has been received by it.

(Signatures appear on page 4 of this Agreement)

INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 7.03 of this Agreement either:

1. We have instructed the following insurance agent: Jason Ryder / Renasant Ins. Agency P.O. Box 843 / 662-323-5550 Starkville, MS 39759 (insert name, address and telephone number)

   to issue to you:

   a. All Risk Physical Damage Insurance on the leased Equipment properly reflected by an Evidence of Insurance and Long Form Loss Payable Clause (Acord Form 27 or its equivalent) naming Lessor designated above and/or its Assigns as an additional insured and loss payee, and

   b. Public Liability Insurance reflected by an Evidence of Insurance (Acord Form 27 or its equivalent) naming Lessor and/or its assigns as an additional insured and loss payee; or

2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided to you prior to the time that the Equipment is delivered to us.

Date: 2-5-19

City of Starkville

By: ______________________ (Authorized Official)

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentlemen:

This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: ______________________

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is: 6 years.
Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget.
We expect and anticipate adequate funds to be available for all future Lease Purchase Payments due after the current fiscal year for the following reasons: budgeted

Date: ______________________

City of Starkville

By: ______________________ (Authorized Official)

ACCEPTED BY:	Lessee acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Lessee. Depending on the jurisdiction, this may be the highest elected official.
LESSOR: Active Solutions, LLC	**LESSEE: City of Starkville**
By: ______________________	By: ______________________
Name:	Name: D. Lynn Spruill
Title:	Title: Mayor
	Date: 2-5-2019

ACCEPTANCE CERTIFICATE

Madam/Sir:

In accordance with the terms of the Municipal Lease and Option Agreement No. 23104 ("Agreement") between Active Solutions, LLC ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Agreement, is new and has been delivered and installed at the Equipment Location specified in the Agreement and accepted on the date indicated below.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. No Event of Default, as such term is defined in the Agreement, and no event which, with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date set forth below.

4. Lessee represents, covenants and warrants, that if requested by Lessor, Lessee will deliver an Opinion of Counsel, to the effect that: (i) Lessee is a fully political subdivision or agency of the State of Mississippi, where the Equipment is located; (ii) the execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and, (iii) the Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

5. Lessee agrees that: (i) it will do, or cause to be done, all things necessary to preserve and keep the Agreement in full force and effect; (ii) it has complied with all bidding requirements, where necessary, and by due notification presented the Agreement for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations, or other funds, available to pay all amounts due hereunder for the current fiscal period.

General Equipment Description: Ten (10) Active Solutions SafeCity Enclosures and ten (10) Flexible multisensor fixed cameras with four 1080p sensors with the following accessories: ten (10) 25' Length - Cable with photo sensor fits standard street light power base, twenty (20) Site Inspections/Prep - Onsite & Remote, Ten (10) Camera Unpacking & Assembly, thirty (30) Camera Installations/Remote Support, thirty (30) Initial Camera/Software Programming & Configuration, eight (8) project Management, ten (10) Axis Camera Station - Camera License - One Time License and Maintenance and Support - 1 Year.

Equipment Serial No(s).____________________

LESSEE: City of Starkville

Signature: ____________________
(Actual User of Equipment at Equipment location)

Title: Mayor D. Lynn Spruill

Attested by: Lesa Hardin
(Signer of Agreement)

Title: City Clerk | CFO

ACTUAL EQUIPMENT ACCEPTANCE DATE:__________

PAYMENT SCHEDULE

Number: 23104
Lessee: City of Starkville
Vendor: Active Solutions, LLC
Equipment: Tten (10) Flexible multisensor fixed cameras with four 1080p sensors

* If an early buy-out is desired, please contact Government Leasing, LLC at 1-800-822-8070.

Accepted by:
Printed Name: D. Lynn Spruill
Title: Mayor
Date Accepted: February 5, 2019

Compound Period: Monthly

Equipment Cost:	$59,237.42
+Sales Tax Amt:	$0.00
-Down Pmt to Vendor:	$0.00
-Trade-In Allowance:	$0.00
=Net Equipment Cost:	$59,237.42
+Down Pmt to GLC:	$0.00
+Oth Lease Buy-Out:	$0.00
+Financed Maint Amt:	$0.00
=Lease Amount:	$59,237.42

First payment due upon Lessee's written acceptance of leased Equipment and monthly thereafter on the same day.

Payment Schedule

Payment #	Loan	Payment	Interest	Principal
	59,237.42			
1		1,153.00	-	1,153.00
2		1,153.00	314.98	838.02
3		1,153.00	310.44	842.56
4		1,153.00	305.87	847.13
5		1,153.00	301.27	851.73
6		1,153.00	296.65	856.35
7		1,153.00	292.01	860.99
8		1,153.00	287.34	865.66
9		1,153.00	282.65	870.35
10		1,153.00	277.93	875.07
11		1,153.00	273.18	879.82
12		1,153.00	268.41	884.59
13		1,153.00	263.61	889.39
14		1,153.00	258.79	894.21
15		1,153.00	253.94	899.06
16		1,153.00	249.07	903.93
17		1,153.00	244.16	908.84
18		1,153.00	239.24	913.76
19		1,153.00	234.28	918.72
20		1,153.00	229.30	923.70

21	1,153.00	224.29	928.71
22	1,153.00	219.25	933.75
23	1,153.00	214.19	938.81
24	1,153.00	209.10	943.90
25	1,153.00	203.98	949.02
26	1,153.00	198.83	954.17
27	1,153.00	193.66	959.34
28	1,153.00	188.46	964.54
29	1,153.00	183.23	969.77
30	1,153.00	177.97	975.03
31	1,153.00	172.68	980.32
32	1,153.00	167.36	985.64
33	1,153.00	162.02	990.98
34	1,153.00	156.65	996.35
35	1,153.00	151.24	1,001.76
36	1,153.00	145.81	1,007.19
37	1,153.00	140.35	1,012.65
38	1,153.00	134.86	1,018.14
39	1,153.00	129.34	1,023.66
40	1,153.00	123.79	1,029.21
41	1,153.00	118.20	1,034.80
42	1,153.00	112.59	1,040.41
43	1,153.00	106.95	1,046.05
44	1,153.00	101.28	1,051.72
45	1,153.00	95.57	1,057.43
46	1,153.00	89.84	1,063.16
47	1,153.00	84.08	1,068.92
48	1,153.00	78.28	1,074.72
49	1,153.00	72.45	1,080.55
50	1,153.00	66.59	1,086.41
51	1,153.00	60.70	1,092.30
52	1,153.00	54.78	1,098.22
53	1,153.00	48.82	1,104.18
54	1,153.00	42.83	1,110.17
55	1,153.00	36.81	1,116.19
56	1,153.00	30.76	1,122.24
57	1,153.00	24.67	1,128.33
58	1,153.00	18.56	1,134.44
59	1,153.00	12.40	1,140.60
60	1,153.00	6.22	1,146.78

First payment due upon Lessee's written acceptance of leased Equipment and monthly thereafter on the same day.

INCUMBENCY CERTIFICATE
MUNICIPAL LEASE AND OPTION AGREEMENT NO. 23104
ACTIVE SOLUTIONS, LLC ("LESSOR")
CITY OF STARKVILLE ("LESSEE")

I, Lesa Hardin, City Clerk / CFO
(Name) (Title: Secretary or Clerk)

for City of Starkville , hereby certify that:

Lesa Hardin
(Signature of Signer of Lease)

Lesa Hardin
(Print Name of Signer of Lease)

City Clerk / CFO
(Title of Signer of Lease)

Or D. Lynn Spruill
Mayor - City of Starkville

of City of Starkville , has been, is, and, until further notice, continues to be duly authorized to execute any and all documents related to the Municipal Lease and Option Agreement No. 23104, for Equipment described therein and that the signature shown is his or her signature.

LESSEE: City of Starkville

By: Lesa Hardin Date: 2-5-2019
(Title: Secretary or Clerk)

Printed Name: Lesa Hardin Title: City Clerk / CFO

Please replace this page with the two most recent fiscal years Audited Financials

All City of Starkville Audits are available at www.cityofstarkville.org - -departments - city clerk - related files

31. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

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 January 29, 2019 for fiscal year ending 9/30/19, 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. 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	$ 602,251.60
Restricted Police Fund	002	1,460.25
Airport Fund	015	20,023.92
Sanitation	022	31,839.48
Landfill	023	33,159.04
Computer Assessments	107	9,628.94
Industrial Park Fund	303	32,122.62
Public Improvement Bonds 2018	319	9,779.58
Park and Rec, Tourism	375	63,811.25
Trust & Agency	610	20,555.49
Economic Dev, Tourism & Conv	630	87,489.09
Sub Total Before Utilities		$ 912,121.26
Utilities Dept.	SED	1,303,975.32
Total Claims	Total	$ 2,216,096.58

32. REQUEST APPROVAL OF ENTERING A LEASE PURCHASE AGREEMENT WITH ACTIVE SOLUTIONS, LLC, AT A MONTHLY COST OF $1,153.00 FOR 60 MONTHS, ENABLING THE ACQUISITION OF 10 SURVEILLANCE CAMERAS WITH ALL-WEATHER EQUIPMENT ENCLOSURES.

Following a presentation by Joel Clements of how and where the cameras will function, Alderman Miller, duly seconded by Alderman Little, offered a motion to approve entering a lease purchase agreement with Active Solutions, LLC, at a monthly cost of $1,153.00 for 60 months, enabling the acquisition of 10 surveillance cameras with all-weather equipment enclosures. 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.

Form **8038-GC** (Rev. January 2012) Department of the Treasury Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority Check box if Amended Return ▶ ☐

1 Issuer's name: City of Starkville

2 Issuer's employer identification number (EIN): 64 600 1082

3 Number and street (or P.O. box if mail is not delivered to street address): ~~101 East Lumpkin~~ 110 West Main St. — Room/suite

4 City, town, or post office, state, and ZIP code: Starkville, MS 39759

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

7 Telephone number of officer or legal representative: 662-323-2525 ext 3117

Part II Description of Obligations Check one: a single issue ☐ or a consolidated return ☐.

8a	Issue price of obligation(s) (see instructions)	8a		
b	Issue date (single issue) **or** calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶			
9	Amount of the reported obligation(s) on line 8a that is:			
a	For leases for vehicles	9a		
b	For leases for office equipment	9b		
c	For leases for real property	9c		
d	For leases for other (see instructions) Safecity cameras.	9d	59237	42
e	For bank loans for vehicles	9e		
f	For bank loans for office equipment	9f		
g	For bank loans for real property	9g		
h	For bank loans for other (see instructions)	9h		
i	Used to refund prior issue(s)	9i		
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k	Other	9k		

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☐

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐

12 Vendor's or bank's name: Government Leasing, LLC

13 Vendor's or bank's employer identification number: 4 6 2 8 2 2 7 3 4

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ Lesa Hardin — Signature of issuer's authorized representative — 2-5-19 Date ▶ Lesa Hardin, City Clerk — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at *www.irs.gov/form8038*. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, “Request for Relief under section 3 of Rev. Proc. 2002-48.” Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the “timely mailing as timely filing/paying” rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of $100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”) or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the “*Amended Return*” box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer’s name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer’s address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line “C/O” followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* **box**. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

• Sign the return in the space provided for the preparer's signature, and

• Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr., 46 min.
Preparing the form	2 hr., 22 min.
Copying, assembling, and sending the form to the IRS .	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

Please replace this page with the lessee's certificate of insurance concerning the equipment that is the subject of this transaction.

We (actually Insurance Company) needs serial numbers to Add to policy -

City of Starkville

City Clerk's Office
Starkville, Mississippi

Purchase Order # C-000244

Date: March 5, 2019

Vendor	**Active Solutions, LLC** **1215 Prytania St. #301** **New Orleans, LA 70130**	*Ship To*	**City of Starkville** **110 W. Main St** **Starkville, MS 39759** Ph: 662-323-2525

Please ship following items, subject to conditions below:

Shipping Method	Shipping Terms	Delivery Date

Qty	Item #	Description	Expense Account	Unit Price	Line Total
		«Item»	**«Line_Item»**		
10		Cameras plus accessories			$59,237.42
				Subtotal	$59,237.42
				Other	
				Total	$59,237.42

1. To insure prompt payment, mail invoice showing order number with bill of lading attached, immediately after shipment is made.
2. Advise promptly if unable to make immediate shipment.
3. Please advice receipt and acceptance of this order promptly.
4. No charges allowed for boxing, crating or packing.
5. Goods subject to our inspection on arrival, notwithstanding prior payment to obtain cash discount.
6. Goods rejected on account of inferior quality or workmanship will be returned to you with charge for transportation both ways plus labor, reloading, trucking, etc., are not to be replaced except upon receipt of written instructions from us.

Lesa Hardin 2-15-19

Authorized by *Date 03/05/19*

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 1** dated as of December 12, 2018 to the Master Tax-Exempt Lease/Purchase Agreement dated as of December 12, 2018 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Starkville.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the City of Starkville ("Lessee") does hereby certify, as of December 12, 2018, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

(Signature of Person to Execute Lease/Purchase Agreement)

D. Lynn Spruill, Mayor
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of December 12, 2018.

Lesa Hardin
Attest

Print Name and Title: Lesa Hardin, City Clerk

CITY OF STARKVILLE STATE OF MISSISSIPPI

Active Solutions, LLC
1215 Prytania Street, Ste 301
New Orleans, LA 70130

TO:

City of Starkville
101 East Lumpkin
Starkville, MS 39759

INVOICE FOR PAYMENT

Date of Invoice: December 19, 2018

Lease Number: 23104

Equipment Description: Ten (10) Active Solutions SafeCity Enclosures and ten (10) Flexible multisensor fixed cameras with four 1080p sensors with the following accessories: ten (10) 25' Length - Cable with photo sensor fits standard street light power base, twenty (20) Site Inspections/Prep - Onsite & Remote, Ten (10) Camera Unpacking & Assembly, thirty (30) Camera Installations/Remote Support, thirty (30) Initial Camera/Software Programming & Configuration, eight (8) project Management, ten (10) Axis Camera Station - Camera License - One Time License and Maintenance and Support - 1 Year.

Amount Due: $1,153.00

When Payment is Due: UPON ACCEPTANCE OF EQUIPMENT

Make Check Payable to:

Active Solutions, LLC
1215 Prytania Street, Ste 301
New Orleans, LA 70130

33. REQUEST APPROVAL TO APPLY TO HOST A CERTIFIED PLAYGROUND SAFETY INSPECTOR COURSE (CPSI) AND FOR THE MAYOR TO SIGN ANY NECESSARY AGREEMENTS WITH THE NATIONAL RECREATION AND PARKS ASSOCIATION (NRPA).

Alderman Perkins, duly seconded by Alderman Miller, offered a motion to approve the application to host a Certified Playground Safety Inspector Course (CPSI) and for the Mayor to sign any necessary agreements with the National Recreation and Parks Association (NRPA). 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.

34. REQUEST APPROVAL OF PREMIER CUP SOCCER TOURNAMENT SPONSORSHIP PACKET.

Alderman Perkins, duly seconded by Alderman Little, offered a motion to approve the Premier Cup Soccer Tournament Sponsorship Packet in preparation for the 2019 Mississippi Soccer Association Premier Cup, scheduled for May 24-26, 2019 at the Starkville Sportsplex. 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.

Certified Playground Safety Inspector Course
2019 HOST AGREEMENT

THIS AGREEMENT, entered into this 5th day of February, 2019 (month), (year), is between the National Recreation and Park Association (hereinafter NRPA) and The City of Starkville Park and Recreation Department (hereinafter Host) for the Certified Playground Safety Inspector program (hereinafter CPSI). This Agreement must be entered into annually upon initial course reservation for the year listed above.

WHEREAS, NRPA has developed and provides a Playground Safety Inspector course and certification designed to meet the needs of those dealing with public playground safety issues, and

WHEREAS, the program is the most advanced and comprehensive playground safety training program in the nation for those persons managing and operating playground facilities, and

WHEREAS, NRPA estimates there are more than 450,000 public and semi-public playgrounds in the nation's communities who could benefit by this training and certification program, and

WHEREAS, the course and certification are the only ones in existence and are especially sensitive to the needs of park and recreation agencies, schools, and child care facilities dealing with the ongoing safety inspection of public playgrounds, and

WHEREAS, NRPA believes a broad distribution of its playground safety course will provide safer playgrounds to the public at large

WHEREAS, both parties agree to the following responsibilities:

NRPA RESPONSIBILITIES Under this Agreement, NRPA agrees to:

A. Coordinate scheduling of the Certified Playground Safety Inspector program

   1. Annually, from January 1 through December 31, provide state affiliates the first opportunity to reserve Certified Playground Safety Inspector courses.

2. Prior to approval of course requests from other state agencies or private organizations, NRPA will make every effort to avoid any competitive threat to already scheduled courses.

3. If NRPA receives a request from an organization other than a state affiliate for CPSI training and that organization is not interested in being a host, NRPA will provide an opportunity to the state affiliate in the organization's state to host the course.

B. Manage the Certified Playground Safety Inspector program

1. Provide a Host Handbook for use in planning for and implementing the course and exam.

2. Provide the NRPA logo and Certified Playground Safety Inspector logo to the host to be used on all promotional materials.

3. Provide course books to the host, approximately 60 days prior to the course, for mailing to registered participants. The CPSI course books are for the sole use of course participants and cannot be sold independently.

4. Invoice the host as follows:
   a. $270 per course participant
   b. $90 per exam participant
   c. $75 for each set of replacement course books. Hosts may elect to require reimbursement of the cost of replacement books from the course participant.
   d. Invoice will be issued upon receipt of examination results from the testing company.

5. Assign course instructor(s) and pay the costs of honoraria, transportation, lodging and all meal expenses for each instructor in accordance with NRPA's policies and procedures.

6. Provide safety panels and all necessary equipment one day prior to the course. Materials will be shipped via UPS to the address provided by the host.

7. Provide an exam administrator and proctors for the examination.

8. Grant two complimentary registrations for each course that exceeds 40 paid registrants 30 days prior to the course date.

9. In coordination with the examination company, provide to the exam candidates their test results within 30-45 days following the exam.

10. Update and maintain the Certified Playground Safety Inspector (CPSI) certification records, ensuring an up-to-date registry.

11. Pay 50% of the costs associated with providing reasonable accommodations to all persons with disabilities requesting them.

HOST RESPONSIBILITIES Under this Agreement, the Host agrees to:

1. Provide NRPA with a completed Course Request Form for each course to be hosted.

2. Market the CPSI program through state and local channels.

3. Provide the course and examination to all interested persons.

4. Provide reasonable accommodations to all persons with disabilities requesting them and comply with all applicable laws and regulations including but not limited to the Americans with Disabilities Act. Host is responsible for 50% of the costs entailed in providing these accommodations. The course host will work collaboratively with NRPA to ensure all approved accommodations are met.

All registration materials must include the following statement regarding special accommodations for the exam:

A candidate who has a disability may request a special accommodation; the request must be submitted in writing at the time of course or exam registration. In order to properly accommodate all persons with disabilities it is recommended that all requests be made 45 days prior to the scheduled date for the course and exam.

5. Ensure registration materials include the following language for candidates that need ESL accommodations for the exam:

English as second language (ESL) candidates may request a time extension and/or the use of a strict translation dictionary. Request forms/fees must be submitted to NRPA no less than 30 days prior to the exam. The request form is available online at www.nrpa.org/cpsi. The course host will work collaboratively with NRPA to ensure all approved reasonable accommodations are met.

6. Designate a contact person to assist in the administration and implementation of the course. This contact person **MUST** also be present on site during the entire course and exam administration.

7. Establish appropriate course and exam fees. The recommended course fee is $410 and the recommended exam fee is $115.

8. Develop a registration form and procedures for collecting money.

9. Establish a cutoff date of 30 days prior to your course. The minimum number of course participants is 25 and the maximum is 80. The minimum number of course participants must be reached 30 days prior to the course or the course will be canceled. (Hosts may pay the minimum course fee of $9,000 in lieu of cancellation.) Courses that exceed 40 paid registrants 30 days prior to the course will receive two complimentary registrations and will be provided two instructors for the course.

10. Produce and mail information packets, books, maps and any other necessary information to registrants beginning 6 weeks prior to the course.

11. On the first day of the course, distribute name badges to each student.

12. Course hosts will be contacted by the professional testing company and will be requested to supply information regarding the site location, site contact, date and time for the examination and the number of exam candidates that are expected. This information must be returned to the testing company within the requested time frame.

13. Local sponsors may be solicited to help offset host expenses. All local sponsors must be approved by NRPA. Please submit sponsors for approval 30 days prior to the course date.

14. Prepare the course safety panels to be shipped to the next location using the UPS labels that are supplied in the black safety panel cases. NRPA will arrange pickup with UPS.

15. Return all unused manuals immediately following the course.

16. Return the CEU sign in/out forms to NRPA.

17. Provide a complete electronic course roster to NRPA via the email indicated in the Host Handbook. NRPA will establish the format of the roster.

18. Pay all NRPA invoices within 30 days of issue. If invoices are not paid within 30 days of issuance, future courses may be deferred until payment is received.

19. Adhere to all requirements as outlined in the CPSI Host Handbook.

NOW THEREFORE BE IT RESOLVED THAT the (name of state agency or other sponsor) and NRPA hereby agree to provide this training program with the goal of providing a healthier and safer playground environment for all children.

NRPA Signee: ____

Name: D. Lynn Spruill

Title: Mayor, City of Starkville Date: February 5, 2019

Designated Contact: Gerry Logan, 662-722-1612, Park and Recreation Director

State Agency: ____

State of: ____

Administrator
Signature/Title: ____

Date: ____

Sponsorship Levels

$1,000

Premier Gold

- Recognition as sponsor during verbal announcements and award presentations
- Ability to set up a promotional table at team check-in (Friday, May 24 before tournament begins) and any time during the event
- Promotion to attendees on parking passes
- Cash or in-kind available

$500

Premier Silver

- Business listed on official website to include
- Logo included on on-site signage
- a description and website link
Cash or in-kind available

$250

Premier Bronze

- **Golf Cart Sponsorship available at this level with Business Name Placard included on the golf cart (8 available)**
- Business recognition on social media platforms
- Cash or in-kind available

IN-KIND TOURNAMENT ITEMS

This tournament involves 75+ volunteers, staff and referees working to ensure the tournament operates smoothly. In-kind sponsorships of meals and other needed hospitality items are available to help us reduce tournament costs. Options are below. Please contact us if your business is interested in providing meals or other items.

- 100 Dri-Fit Volunteer shirts (Gold Sponsor)
- Snacks (fruit, granola bars, etc) for 250 people (Gold Sponsor)
- Bottled water/sports drinks (2 Gold Sponsorships available)
- Friday, May 24 - 75 meals delivered at 6 pm (Gold Sponsor)
- Saturday, May 25 - coffee/juice for 75 people delivered at 7 am (Silver Sponsor)
- Saturday, May 25 - 75 meals delivered at 7 am (Gold Sponsor)
- Saturday, May 25 - 75 meals delivered at 12 pm (Gold Sponsor)
- Saturday, May 25 - 75 meals delivered at 5 pm (Gold Sponsor)
- Sunday, May 25 - coffee/juice delivered for 50 people at 8 am (Bronze Sponsor)
- Sunday, May 25 - 50 meals delivered at 8 am (Silver Sponsor)
- Sunday, May 25 - 50 meals delivered at 12 pm (Silver Sponsor)

*All meal deliveries will be to the Starkville Sportsplex at 405 Lynn Lane. Individually packaged/boxed meals are preferred but not required. Gold sponsorships include the ability to promote on the event parking passes.

35. MOTION TO RECESS UNTIL FEBRUARY 19, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to Recess the meeting until February 19, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, 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, Mayor Spruill declared the motion passed.

SIGNED AND SEALED THIS THE________DAY OF______________________2019.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)