



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM: MINUTES
AGENDA DATE: 5-7-19
PAGE: 1 of 70

SUBJECT: Request approval of the minutes of the April 16, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the April 16, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
APRIL 16, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on April 16, 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, Roy A.' Perkins and Henry Vaughn, Sr. 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 add "Personnel" to Executive Session. She also noted the addition of the declaration of a vacancy in the Ward 5 Alderman position as item A under Mayor's Business.

Alderman Perkins asked to remove items X. B., Water and Sewer Bonds, and I. 2., Purchase of Baseball Uniforms, from consent. He then asked to add items X. A., Election for 1% tax for Parks, IX. A., Declaration of Ward 5 Alderman Vacancy to consent with the election date of May 30 for both. He also request item IX. C., PH on Ordinance Change regarding BOAA, be added to consent.

Alderman Little asked to add items XI. F. 1., Promotional Policy Update, and XI. 2. a., AA 19-01, to consent. He also asked that item X. B., Water and Sewer Bonds, be moved to IX. A.

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

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

Alderman Little offered a motion, duly seconded by Alderman Walker, to approve the April 16, 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 Ward 5	Vacant
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, APRIL 16, 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

A. CONSIDERATION OF THE MINUTES OF THE MARCH 29, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

B. CONSIDERATION OF THE MINUTES OF THE APRIL 2, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introductions: Dr. Simon Kim
Recognition of Linemen Appreciation Month

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

CANDACE WILLIAMS – APPRECIATION FOR ALZHEIMERS' LONGEST DAY

VIII. PUBLIC HEARING (none)

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019, OF THE MUNICIPALITY, IN THE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000); AND FOR RELATED PURPOSES.

B. CONSIDERATION OF DECLARING A VACANCY IN THE WARD 5 ALDERMAN POSITION OF THE CITY OF STARKVILLE, MISSISSIPPI, AND CALLING FOR A SPECIAL ELECTION TO BE HELD ON MAY 30, 2019, TO FILL THE VACANCY PURSUANT TO MISS. CODE ANN. § 23-15-857.

C. ENGINEERING SERVICES PROPOSAL FROM NEEL-SCHAFFER FOR RUBBISH SITE PERMIT MODIFICATION FOR BUFFER EXPANSION.

D. CONSIDERATION TO CALL FOR A PUBLIC HEARING ON ORDINANCE 2007-06, CITY OF STARKVILLE CODE CHAPTER 2, ADMINISTRATION, ARTICLE VI SECTION 2-164 AMENDING THE BOARD OF ADJUSTMENTS AND APPEALS PROCESS TO ALLOW FOR

RE-APPOINTMENT OF SITTING BOARD MEMBER IF APPLICATIONS FOR POSITIONS REMAIN UNFILLED AFTER ADVERTISING PERIOD HAS EXPIRED.

X. BOARD BUSINESS

- A. CONSIDERATION OF A RESOLUTION CALLING FOR A SPECIAL ELECTION MAY 30, 2019 ON THE ISSUE OF LEVYING AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX FOR THE PURPOSE OF IMPROVING THE CITY OF STARKVILLE, MISSISSIPPI'S PARKS AND RECREATION FACILITIES AS AUTHORIZED BY 2019 LEGISLATIVE HOUSE BILL 1565.
- B. CONSIDERATION OF APPROVAL OF FAIR HOUSING RESOLUTION AND DECLARE APRIL AS FAIR HOUSING MONTH FOR THE CITY OF STARKVILLE'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WHICH WILL INSTALL A GRAVITY-FED SEWER COLLECTION SYSTEM WITHIN THE ROUNDHOUSE ROAD AREA.

XI. DEPARTMENT BUSINESS

- A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA
- B. COMMUNITY DEVELOPMENT DEPARTMENT

- 1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

- 2. PLANNING

- a. AA19-01 REQUEST BY HENRY PILKINTON FOR AN ADMINISTRATIVE APPEAL FROM THE DECISION OF THE BUILDING OFFICIAL IN REGARDS TO THE CONSTRUCTION CLASSIFICATION AND APPLICABLE REQUIREMENTS FOR A BUILDING LOCATED AT 805 UNIVERSITY DRIVE IN AN T-5 ZONING DISTRICT WITH THE PROPERTY #101C-00-005.00.

- C. COURTS
THERE ARE NO ITEMS FOR THIS AGENDA

- D. ENGINEERING
THERE ARE NO ITEMS FOR THIS AGENDA

- E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 9, 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. CONSIDERATION OF ACCEPTANCE OF MARCH FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO UPDATE THE STARKVILLE FIRE DEPARTMENT CURRENT PROMOTIONAL POLICY. THE CURRENT POLICY HAS BEEN IN PLACE SINCE 2014, BUT DOES NOT INCLUDE ANY COLLEGE EDUCATIONAL OR ADDITIONAL POINTS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR A WASTEWATER OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR A MUNICIPAL COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE NOAH JONES AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE CHRIS SOUELL AS A PART-TIME RECEPTIONIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE R.L. RAMBUS AS A PART-TIME CUSTODIAN IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE BEN STROUD AS A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.
7. CONSIDERATION OF ABILITYWORKS, INC. COMMUNITY BASED WORK EXPERIENCE BUSINESS AGREEMENT LINKING INNOVATIVE NETWORKS OF COMMUNITY SERVICE.

H. INFORMATION TECHNOLOGY

1. CONSIDERATION OF DEDICATED INTERNET ACCESS AGREEMENT WITH BCI MISSISSIPPI BROADBAND, LLC d/b/a MAXXSOUTH.
2. REQUEST APPROVAL TO DONATE 5 SURPLUS DELL SERVERS AND RELATED MOUNTING GEAR TO EAST MISSISSIPPI COMMUNITY COLLEGE, MAYHEW CAMPUS – COMPUTER NETWORKING TECHNOLOGY PROGRAM PURSUANT TO MISSISSIPPI CODE SECTION 21-17-1(8).

I. PARKS

1. CONSIDERATION OF THE CONTRACT WITH PYRO SHOWS FOR FIREWORKS FOR THE 4TH OF JULY CELEBRATION.
2. CONSIDERATION OF APPROVAL OF \$26,223.00 FOR YOUTH BASEBALL UNIFORMS FROM REX TEAM SPORTS, THE LOWEST AND BEST QUOTE.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. CONSIDERATION TO ADVERTISE FOR THE PURCHASE OF ONE KNUCKLEBOOM LOADER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO IMPLEMENT THE TVA POLE ATTACHMENT REGULATION AMENDMENT.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR TWO 18/24/30 MVA POWER TRANSFORMERS FOR SOUTHWEST STARKVILLE PRIMARY SUBSTATION MATERIAL.
3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM LEE'S PRECAST CONCRETE INC., FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE PURCHASE IN THE AMOUNT OF \$9,101.00.
4. REQUEST APPROVAL TO DECLARE THE WATER DEPARTMENT'S 1993 FORD F-250 AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.
5. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER A LEASE AND SERVICE AGREEMENT FOR A NEW NEOPOST POSTAGE MACHINE WITH MEMPHIS COMMUNICATIONS CORPORATION (MCC) MISSISSIPPI.
6. REQUEST AUTHORIZATION TO IMPLEMENT THE RATE CHANGE CLASSIFICATION CONTRACT BETWEEN XERIUM (WEAVEXX) AND STARKVILLE UTILITIES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XVI. ADJOURN UNTIL MAY 7, 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.

Consent items 2 – 28:

2. CONSIDERATION OF THE MINUTES OF THE MARCH 29, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the March 29, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 2, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF DECLARING A VACANCY IN THE WARD 5 ALDERMAN POSITION OF THE CITY OF STARKVILLE, MISSISSIPPI, AND CALLING FOR A SPECIAL ELECTION TO BE HELD ON MAY 30, 2019, TO FILL THE VACANCY PURSUANT TO MISS. CODE ANN. § 23-15-857.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of declaring a vacancy in the Ward 5 Alderman position of the City of Starkville, Mississippi, and calling for a Special Election to be held on May 30, 2019, to fill the vacancy pursuant to Miss. Code Ann. § 23-15-857” is enumerated, this consent item is thereby approved.

ORDER DECLARING A VACANCY IN THE WARD 5 ALDERMAN POSITION OF THE CITY OF STARKVILLE, MISSISSIPPI AND CALLING FOR A SPECIAL ELECTION PURSUANT TO MISS. CODE ANN. § 23-15-857

The Board of Aldermen of the City of Starkville, Mississippi finds as follows:

1. On April 15, 2019, the City Clerk received a letter of resignation from Ward 5 Alderman Patrick Miller, which is attached and incorporated herein as Exhibit A.
2. The letter stated that Alderman Miller was resigning his position as Ward 5 Alderman effective immediately.
3. A vacancy has now been created on the Starkville Board of Aldermen that must be filled pursuant to Miss. Code Ann. § 23-15-857.

IT IS, HEREBY, ORDERED that:

- a. A vacancy exists on the Starkville Board of Aldermen that must be filled pursuant to Miss. Code Ann. § 23-15-857.
- b. An election shall be held, by electronic ballot, in Ward 5 on Thursday, May 30, 2019, to fill the vacancy.
- c. Notice of the election shall be given by the City Clerk by publication in the Starkville Daily News once each week for three (3) successive weeks before the election. The first notice shall be published at least thirty (30) days before the election.
- d. Notice shall also be given by posting a copy of the notice at three (3) public places in the municipality not less than twenty-one (21) days before the election. One (1) of the notices shall be posted at City Hall.
- e. The Notice shall state that each candidate shall qualify by petition filed with the City Clerk by 5:00 p.m. at least twenty (20) days before the election. The petition shall be signed by not less than fifty (50) qualified electors.
- d. The election shall be held as far as practicable in the same manner as municipal general elections.

Patrick B. Miller

502 North Montgomery Street, Starkville, MS, 39759 • (228) 282-4509 • pmill5490@gmail.com

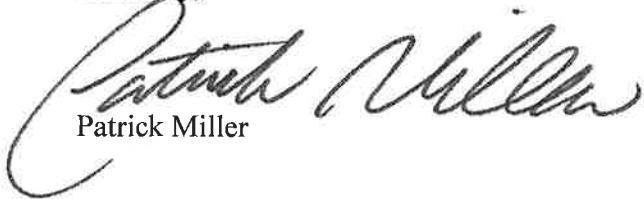
April 15, 2019

Ms. Lesa Hardin
City Clerk
City of Starkville
110 West Main Street
Starkville, MS 39759

Dear Ms. Hardin,

I am writing to inform you of my resignation from my position as Alderman Ward 5, effective immediately. Thank you to Ward 5 for their support and kindness during my tenure with the city of Starkville.

Sincerely,



Patrick Miller

cc: Honorable Lynn Spruill, Mayor
Honorable Ben Carver, Alderman Ward 1
Honorable Sandra Sistrunk, Alderman Ward 2
Honorable David Little, Alderman Ward 3
Honorable Jason Walker, Alderman Ward 4
Honorable Roy Perkins, Vice Mayor & Alderman Ward 6
Honorable Henry Vaughn, Alderman Ward 7

Alderman David Little moved and Alderman Jason Walker seconded the motion to adopt the foregoing Order, and the question being put to a vote, the result was as follows:

Alderman Ben Carver	Voted: <u>aye</u>
Alderman Sandra Sistrunk	Voted: <u>aye</u>
Alderman David Little	Voted: <u>aye</u>
Alderman Jason Walker	Voted: <u>aye</u>
Alderman Patrick Miller	Voted: <u>absent</u>
Alderman Roy A.' Perkins	Voted: <u>aye</u>
Alderman Henry Vaughn	Voted: <u>aye</u>

The measure having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and adopted this day of April 16, 2019.

D. Lynn Spruill
Mayor, City of Starkville, Mississippi

Attested:

Lesia Hardin, City Clerk

5. CONSIDERATION OF AN ENGINEERING SERVICES PROPOSAL FROM NEEL-SCHAFER FOR RUBBISH SITE PERMIT MODIFICATION FOR BUFFER EXPANSION AND FINAL COVER AND CLOSURE PLAN.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of engineering services proposal from Neel-Schaffer for rubbish site permit modification for buffer expansion and final cover and closure plan” is enumerated, this consent item is thereby approved. (See proposal on following page)

Table 1 – City of Starkville – Class 1 Rubbish Site

Engineering Services		Estimated Hours						
Item	Description	Senior Manager	Project Engineer	CADD Technician	Survey	Admin.	Total Hours	Cost
1	COC Modification for Adding Buffer Expansion and Final Cover Closure Plan (Engineering Design, MDEQ Application and Bid Procurement)	24	64	104	16	40	224	\$ 24,600.00
2	Environmental - Endangered Species Survey	Sub-Consultant						\$ 2,000.00
3	Local and State Regulatory (MDEQ) Review/Approval Meetings	16						\$ 2,640.00
	Subtotal - Hour Totals	40	64	104	16	40	264	
	Subtotal - Labor Rates	\$165.00	\$120.00	\$80.00	\$140.00	\$60.00		

Total not to exceed: \$29,240.00

**Engineering Services Proposal
For
City of Starkville Environmental and Sanitation Department
Starkville, Ms.**

**Rubbish Site Permit Modification for Buffer Expansion
And
Final Cover and Closure Plan**

Starkville Class I Rubbish Site, Permit No. R1021, Oktibbeha County, MS

Background

In May of 2016, Neel-Schaffer (NSI), was hired by the City of Starkville to provide engineering services related to renewing its existing Certificate of Coverage (COC) to operate a Class I rubbish site under the Mississippi Statewide General Permit ("General Permit") for a Class I Rubbish Site. Past services included due diligence reviews related to compliance with the General Permit, topographic and boundary surveys, soil investigations and partial COC modification for compliance with the General Permit.

The City then elected to acquire property ("buffer") for a lateral expansion of the waste disposal area, including buffer area around the disposal area as required and regulated by the MS Dept. of Environmental Quality (MDEQ), the agency charged with issuing the General Permit. The property acquisition will provide additional buffer along the north and east sides of the rubbish site needed to comply with the General Permit.

Findings have revealed the need of a final cover system meeting MDEQ requirements for closing "inactive" or "to grade" cells and correcting side slopes that are steeper than the minimum 4 to 1 requirement of the Non-Hazardous Solid Waste Regulations for the State of Mississippi.

To comply with said regulations, it is recommended the City apply with MDEQ to modify the current COC to include new buffer area as an expansion to the rubbish site and include a Closure Plan with the application for approval to close inactive areas. The Closure Plan will include, but not be limited to, plans and specifications for partial and/or complete closure of cells within the City's Class 1 Rubbish Site. With approval by MDEQ, the plans and specifications may then be used by the City to procure construction services by public bid for closure work.

The City of Starkville Environmental and Sanitation Department has requested that Neel-Schaffer (NSI) prepare site expansion and closure documents for submittal and approval by MDEQ followed with procurement of construction services to correct and close inactive areas at the rubbish site, all in accordance with purchase laws of the State of Mississippi. Services shall also include a bid evaluation for the City's in awarding a construction contract to the lowest, qualified bidder. A Scope of Service is presented below.

SCOPE OF SERVICES

- 1. Coordinate preliminary meetings with local and State regulatory agencies.**
- 2. Prepare COC modification application and closure documents (includes final environmental survey and closure plan and technical specifications).**
- 3. Submit all documents to the City and MDEQ for review and approval.**
- 4. Modify plan sheets as necessary to reflect and comments from the City and/or MDEQ.**
- 5. Finalize documents for bidding purposes.**
- 6. Prepare appropriate documents and host an open bid session.**

7. Perform a bid evaluation for the lowest, qualified bidder for the City's consideration of awarding a contract.

COMPENSATION

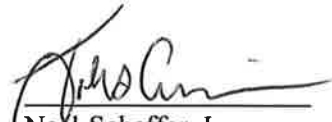
Compensation to the Engineer for engineering services performed under this Agreement will be an hourly not to exceed amount of **\$29,240.00**. A summary of fees and man-hour estimates for all work described is presented in the attached Table 1.

Accepted by:



City of Starkville, MS
Date: 4-16-19

Accepted by:



Neel-Schaffer, Inc.
Date: 4-18-19

6. CONSIDERATION TO CALL FOR A PUBLIC HEARING ON ORDINANCE 2007-06, CITY OF STARKVILLE CODE CHAPTER 2, ADMINISTRATION, ARTICLE VI SECTION 2-164 AMENDING THE BOARD OF ADJUSTMENTS AND APPEALS PROCESS TO ALLOW FOR RE-APPOINTMENT OF SITTING BOARD MEMBER IF APPLICATIONS FOR POSITIONS REMAIN UNFILLED AFTER ADVERTISING PERIOD HAS EXPIRED.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of Calling for a Public Hearing to Amend the ordinance and code section Chapter 2, Article VI, Section 2-164. Terms of Office, relating to the appointment and term limitations of the members of the Board of Adjustments and Appeals” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF A RESOLUTION CALLING FOR A SPECIAL ELECTION ON MAY 30, 2019, ON THE ISSUE OF LEVYING AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX FOR THE PURPOSE OF IMPROVING THE CITY OF STARKVILLE, MISSISSIPPI’S PARKS AND RECREATION FACILITIES AS AUTHORIZED BY 2019 LEGISLATIVE HOUSE BILL 1565.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution calling for a special election on May 30, 2019, on the issue of levying an additional 1% Economic Development, Tourism and Convention Tax for the purpose of improving the City of Starkville, Mississippi’s Parks and Recreation facilities as authorized by 2019 Legislative House Bill 1565” is enumerated, this consent item is thereby approved.

**RESOLUTION CALLING FOR A SPECIAL ELECTION ON THE ISSUE OF LEVYING AN
ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX
FOR THE PURPOSE OF IMPROVING THE CITY OF STARKVILLE, MISSISSIPPI'S
PARKS AND RECREATION FACILITIES**

WHEREAS, the Mayor and Board of Aldermen of Starkville, Mississippi (the "Board"), acting for and on behalf of the City of Starkville, Mississippi (the "City" or "Starkville"), do hereby find, determine, and adjudicate as follows:

1. On November 6, 2018, the Board adopted a Resolution to Levy an Additional 1% Economic Development, Tourism, and Convention Tax for the Purpose of Improving the City of Starkville, Mississippi's Parks and Recreation Facilities.

2. Through House Bill No. 1565, the Mississippi Legislature, during the 2019 Regular Session, passed an Act to Authorize the Governing Authorities of the City of Starkville, Mississippi to Levy an Additional Sales Tax of Not More Than 1% on the Gross Sales of Hotels and Motels Derived from Room Rentals and Upon the Gross Proceeds of Sales of Restaurants for the Purpose of Providing Funds to Construct, Finance, Operate, Equip, Lease and Maintain New Sports Tournament and Recreational Facilities and Improve Existing Sports and Recreational Facilities; and to Provide for an Election on Whether the Tax May Be Levied; and for Related Purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The City declares its intent to levy the 1% tax as authorized by House Bill No. 1565 (2019 Regular Session).

SECTION 2. The tax shall be imposed upon every person, firm or corporation operating a motel or hotel in the City of Starkville, Mississippi, at a rate not to exceed 1% of the gross proceeds of room rentals for each such hotel or motel, and upon every person, firm or corporation operating a restaurant in the City at a rate not to exceed 1% of the gross proceeds of the sales of the restaurant derived from retail sale of prepared food, and alcoholic and nonalcoholic beverages.

SECTION 3. The revenue collected from the 1% tax shall be used and expended solely for the purpose of providing funds to acquire real property and for constructing, equipping, owning, operating, leasing, furnishing, maintaining and marketing new and existing sports tournament and recreational facilities and for related purposes, and/or paying the principal of, and interest on, bonds issued on any indebtedness incurred for those purposes.

SECTION 4. The City shall hold a special election on May 30, 2019, for the purpose of allowing qualified electors in the City to vote on whether the 1% tax should be enacted.

SECTION 5. Notice of the election shall be published once each week for at least three (3) consecutive weeks in a newspaper published or having a general circulation in the City. The first publication of the notice shall be made not less than twenty-one (21) days before the date of the election and the last publication shall be made not more than seven (7) days before the election.

SECTION 6. The ballots used at the election shall be electronic and have printed thereon a brief description of the sales tax, the amount of the sales tax levy, a description of the purposes for which the tax revenue may be used and expended and the words “FOR THE TAX” and “AGAINST THE TAX.” The voter shall vote by placing an “x” or check mark by his choice on the ballot.

SECTION 7. The City may levy the tax if at least sixty percent (60%) of the qualified electors who vote in the election vote in favor of the tax.

SECTION 8. If at least sixty-percent (60%) of the qualified electors who voted in the election voted in favor of the 1% tax, the Board shall adopt a subsequent resolution declaring the levy and collection of the tax, and shall set the first day of the second month following the date of such adoption as the effective date of the tax levy. At least thirty (30) days before the effective date of the tax provided in this section, the governing authorities shall furnish to the Department of Revenue a certified copy of the resolution evidencing the tax.

SECTION 9. Pursuant to House Bill No. 1565 (2019 Regular Session), the 1% tax shall be repealed on July 1, 2029, unless further extended by the Mississippi Legislature.

After discussion, Alderman David Little moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Jason Walker. The Mayor then put the question to a vote, and the result was as follows:

Alderman Ben Carver	Voted: <u>aye</u>
Alderman Sandra Sistrunk	Voted: <u>aye</u>
Alderman David Little	Voted: <u>aye</u>
Alderman Jason Walker	Voted: <u>aye</u>
Alderman Ward 5	Vacant
Alderman Roy A'. Perkins	Voted: <u>aye</u>
Alderman Henry N. Vaughn	Voted: <u>aye</u>

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi on the 16th day of April, 2019.

D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST

Lesa Hardin, City Clerk
Starkville, Mississippi

8. CONSIDERATION FOR APPROVAL OF A FAIR HOUSING RESOLUTION AND DECLARE APRIL AS FAIR HOUSING MONTH FOR THE CITY OF STARKVILLE’S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WHICH WILL INSTALL A GRAVITY-FED SEWER COLLECTION SYSTEM WITHIN THE ROUNDHOUSE ROAD AREA.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a Fair Housing Resolution and Declare April as Fair Housing Month for the City of Starkville’s Community Development Block Grant (CDBG) which will install a gravity-fed sewer collection system” is enumerated, this consent item is thereby approved.

**RESOLUTION
Starkville, Mississippi
FAIR HOUSING**

LET IT BE KNOWN TO ALL PERSONS OF THE CITY OF STARKVILLE, MISSISSIPPI that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Starkville to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City of Starkville does hereby pass the following Resolution.

BE IT RESOLVED, that within available resources the City of Starkville will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equality under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City of Starkville shall publicize/post this Resolution and through its publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID CITY OF STARKVILLE, MISSISSIPPI will, at a minimum: 1) adopt and publicize/publicly display the Fair Housing Resolution; 2) post applicable Fair Housing information to the public; 3) declare April as Fair housing Month; and 4) conduct at least one (1) Fair Housing activity during the month of April and document said activity.

EFFECTIVE DATE:

This Resolution shall take effect April 16, 2019.

ATTEST:

D. Lynn Spruill, Mayor

Lesa Hardin, City Clerk

Seal

Fair Housing Month Proclamation

FAIR HOUSING MONTH

WHEREAS, *April marks the anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and*

WHEREAS, *the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and*

WHEREAS, *vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and*

WHEREAS, *illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all;*

NOW, THEREFORE, BE IT RESOLVED,

that in the pursuit of the shared goal and responsibility of providing equal housing opportunities for all men and women, the Board of Aldermen of the City of Starkville, Mississippi, does hereby join in the national celebration by proclaiming

APRIL 2019

as

FAIR HOUSING MONTH

and encourages all agencies, institutions and individuals, public and private, in the City of Starkville to abide by the letter and the spirit of the Fair Housing law.

Signed and sealed this 16th day of April 2019.

ATTEST:

D. Lynn Spruill, Mayor

Lesa Hardin, City Clerk

Seal

9. CONSIDERATION OF APPROVAL OF AA19-01, A REQUEST BY HENRY PILKINTON FOR AN ADMINISTRATIVE APPEAL FROM THE DECISION OF THE BUILDING OFFICIAL IN REGARDS TO THE CONSTRUCTION CLASSIFICATION AND APPLICABLE REQUIREMENTS FOR A BUILDING LOCATED AT 805 UNIVERSITY DRIVE IN AN T-5 ZONING DISTRICT WITH THE PROPERTY #101C-00-005.00.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of AA 19-01 a request by Henry Pilkinton for an Administrative Appeal from the decision of the Building Official in regards to the construction classification and applicable requirements for a building located at 805 University Drive in an T-5 zoning district with the property #101C-00-005.000 with conditions” is enumerated, this consent item is thereby approved.

Conditions:

1. The shower and associated plumbing shall be removed.
2. No overnight lodging shall be allowed in the structure.
3. No rentals shall be allowed for the structure.
4. If the property sells, the structure shall be removed from the premises.

10. CONSIDERATION OF ACCEPTANCE OF MARCH FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “acceptance of the March Financial Statements” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO UPDATE THE STARKVILLE FIRE DEPARTMENT CURRENT PROMOTIONAL POLICY. THE CURRENT POLICY HAS BEEN IN PLACE SINCE 2014, BUT DOES NOT INCLUDE ANY COLLEGE EDUCATIONAL OR ADDITIONAL POINTS.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to update the Starkville Fire Department current Promotional Policy” is enumerated, this consent item is thereby approved.

5.400 Promotions within the Starkville Fire Department (2014)

When a position or vacancy occurs within the fire department, the City will post a notice of the vacancy and accept applications for an established period of time.

1. A candidate for promotion must obtain an application from city hall, complete the application and return it.
2. The City's Personnel Director will review all applications to determine which applicants meet the advertised qualifications.

5.500 Qualification for Promotion

Certain qualifications must be met by an employee before he/she may be permitted to participate in the promotional process.

These qualifications include:

Evaluation: Evaluation of the firefighter is an important tool to determine if he/she is performing to the standards set forth by the City and fire department. A firefighter's/officer's performance is measured based on criteria set forth by the City and the fire department. A firefighter/officer must have received a satisfactory (or better) performance evaluation on the most recent employee performance evaluation to qualify for testing.

Education: The firefighter/officer must meet the minimum qualifications for his/her present rank and the rank to which promotion is sought. If an employee fails to meet these requirements, he/she will not be allowed to test for promotion or to be promoted.

Time: The firefighter/officer (applicant for promotion) must have served at least three (3) years in his/her present rank. If employment is terminated with the Starkville Fire Department, for any reason, all seniority and rank privileges are forfeited.

5.600 Training

All personnel shall be afforded the opportunity to attend courses relevant to their desired career path.

To be employed in the Starkville Fire Department, an individual must have successfully completed the State of Mississippi-mandated standards for basic firefighters (set by the Mississippi Minimum Standards Certification Board) and the City of Starkville's additional requirement of certification as an emergency medical technician (both national and state certification).

The Starkville Fire Department requires certain courses and training for promotional purposes. These are taken on a voluntary basis by the employee.

All employees will be given the opportunity to attend classes required for promotion on a time and class availability priority.

The employee will be required to sign a training refusal form if he/she refuses or turns down any class or training course offered by the department.

Requests for training can be made to the training division of the fire department and the Fire Chief throughout the year.

The City and the Fire Department will cover approved expenses associated with training.

If an employee fails a particular class or course, the employee will be responsible for any expenses incurred to re-take that course or class.

It is the responsibility of the employee to set his/her own career path and seek the appropriate courses required to achieve the minimum requirements for each rank established by the fire department and the City.

Each employee will be held accountable for meeting the minimum requirements for promotion.

5.700 Qualifications for Promotion

The Applicant must have at least three (3) years' experience in his/her past and current position and meet all qualifications for his/her present rank before being allowed to participate in the promotional process.

If employment is terminated with the Starkville Fire Department for any reason all seniority and rank privileges are forfeited.

The employee must meet all qualifications for the rank sought before being allowed to participate in a promotional process.

An applicant for promotion cannot be on probation for any reason.

An applicant for promotion must have achieved a satisfactory (or better) rating on the most recent employee performance evaluation.

5.800 Testing Procedures for Promotion

Physical Fitness Assessment

Good physical fitness is essential in the firefighting profession. Firefighters must be in good physical condition in order to perform at the high levels emergencies may demand. To place emphasis on the importance of members maintaining a good level of physical fitness each member will be tested and

assigned points per his/her age group. The candidate's time is correlated to the score he/she receives on the chart below. The one and one half (1½) mile conditioning assessment is used to assess aerobic fitness and leg muscle endurance of the candidate. While it is permitted to help pace a candidate during the one and one half (1½) mile assessment, physical contact (pushing or pulling) is not allowed. The longer it takes a candidate to complete the one and one half (1½) mile course the lower score he/she will receive.

Candidates must complete the course in a time of seventeen minutes and forty two seconds (17:42) or less to remain in the promotional process.

The promotional candidate has seventeen minutes and forty two seconds (17:42) to complete the one and one half (1½) mile course. The candidate will receive points based on the chart below. The final score the candidate receives for physical fitness will equal one half (1/2) the points listed on the chart below. These points are counted toward the candidates overall promotional score for physical fitness score.

If a candidate fails to complete the course in seventeen minutes and forty two seconds or less he/she has failed to meet the minimum time and has eliminated themselves from the promotional process.

Territory Test

The candidate will be given a map of 100 streets from the City and/or MSU and is awarded a grade based on the number of correct streets. Each correct street name is worth one point. The territory test will be compiled from streets from the map issued as the street test map. When a street name is changed the (correct name) most recently adopted street name will be the correct street name. These points are counted toward the candidates overall promotional score for territory test score.

Rank Applicable Test (RAT)

The candidate will be tested on the following courses as related to the listed ranks. The candidates test score in this category is applied toward the overall score. For simplicity the applicable material is referenced as course and/or National Fire Protection Association (NFPA) standard number as the requirements for each rank are different.

For the rank of Battalion Chief:

- Emergency Medical Technician
- NFPA 1021 (the course known as Fire Officer)
- NFPA 472 (the course known as Hazardous Materials Technician)

For the rank of Captain:

- Emergency Medical Technician
- NFPA 1041 (the course known as Fire Instructor)
- NFPA 1021 (the course known as Fire Officer)

For the rank of Lieutenant:

- Emergency Medical Technician
- NFPA 1003 (the course known as Airport Firefighter)
- NFPA 1041 (the course known as Fire Instructor)

For the rank of Sergeant:

Emergency Medical Technician

NFPA 1002 (the course known as Driver Operator)

NFPA 1003 (the course known as Airport Firefighter)

This listing is for the purpose of promotional testing (only) and should not be confused with the minimum qualifications for a respective position.

The RAT questions will be complied in percentages of 34% from the applicable Emergency Medical Technicians book, 33% from book one and 33% from book two.

Interview

The interview board will review applicant's history prior to interviewing the candidate. The candidate will be asked scenario based questions related to the position sought.

The interview board will be made up from the City's Personnel Department, Fire Chief and ranks higher than or equal to the open position for which promotions are being conducted.

The high and low score will be dropped and the remaining scores totaled and divided by the remaining number to equate a 100 point grade.

Seniority

Points for seniority will be awarded by multiplying the candidates most recent and unbroken years of service by two and one half (2&1/2) per full year and each day under one full year is totaled at .0068. This number is used as the seniority score.

Final Score

The final score is achieved by adding the scores of each category together.

Example	Physical Fitness Score -----	50
	Territory Test -----	100
	Rank Applicable Test-----	85
	Interview Score-----	85
	Seniority-----	<u>15</u>
	FINAL SCORE-----	335

Test Scores will remain valid for up to one (1) year from the date of approval (to accept promotional results) by the Board of Alderman.

The above process will be used as a guideline to assist in evaluating candidates for promotion however the final determination of recommendations for promotions will be made by the Fire Chief, in conjunction with the City's Personnel Officer. Recommendations will be made to the Mayor and Board of Alderman and the final decision as to promotional candidates will be made by the Mayor and Board of Alderman.

12. CONSIDERATION TO ADVERTISE FOR A WASTEWATER OPERATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for an Wastewater Operator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ADVERTISE FOR A MUNICIPAL COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Municipal Court Clerk in the Municipal Court Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE NOAH JONES AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Noah Jones as an Apprentice Lineman in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE CHRIS SOUELL AS A PART-TIME RECEPTIONIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Chris Souell as a part-time Receptionist in the Starkville Parks & Recreation Department to be paid only for actual hours worked not to exceed twenty (20) hours per week at \$10.00 per hour, not be eligible for benefits” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE R.L. RAMBUS AS A PART-TIME CUSTODIAN IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire R.L. Rambus as a part-time Custodian in the Starkville Parks & Recreation Department to be paid only for actual hours worked not to exceed twenty (20) hours per week at \$10.00 per hour, not be eligible for benefits” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE BEN STROUD AS A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Ben Stroud as a Civil Engineer Intern in the Engineering Department to be paid only for actual hours worked not to exceed twenty (20) hours per week at \$11.00 per hour, not be eligible for benefits” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF ABILITYWORKS, INC. COMMUNITY BASED WORK EXPERIENCE BUSINESS AGREEMENT LINKING INNOVATIVE NETWORKS OF COMMUNITY SERVICE.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of AbilityWorks, Inc. Community Based Work Experience Business Agreement” is enumerated, this consent item is thereby approved.

AbilityWorks, Inc.
Community-Based Work Experience Program Business Agreement
Linking Innovative Networks of Community Services (LINCS)
Document of Understanding

Business: _____ Phone : (____) _____ E-mail: _____

AbilityWorks of _____ Phone : (____) _____ E-mail: _____

All parties jointly agree to the following:

1. No employee of the business will be displaced nor will any employee experience a reduction in hours due to the presence of workers from AbilityWorks.
2. Workers will receive minimum wages from AbilityWorks based on the hours reported on the daily progress report.
3. The business is under no obligation to hire any worker from AbilityWorks participating in this program.
4. Workers from AbilityWorks participating in the work experience will be covered on our worker's compensation. Any accidents should be reported to AbilityWorks immediately who will file the appropriate paperwork.
5. Days and hours will be agreed upon by the business and a representative from AbilityWorks.
6. The exact type of work instruction and job tasks will be agreed upon by the business and the representative from AbilityWorks. The purpose of this experience is to give the client a vocational experience in order to make further vocational decisions.
7. The business will complete progress reports/timesheets for each worker which will be provided by AbilityWorks. Our payroll period is from Wednesday to Tuesday. **Payroll information must faxed or delivered to AbilityWorks by 9:00 a.m. Wednesday morning.**
8. Feedback from these progress reports/timesheets will be used to assist in evaluating the worker's readiness for competitive employment.
9. The business will provide direct supervision and train that person as they would other employees or volunteers.
10. Workers from AbilityWorks may rotate periodically in order to experience a variety of jobs at worksite.
11. The business will comply with all federal, state, and local labor laws as they apply to the community-based work experience program.
12. The business will be evaluated by a representative from AbilityWorks to asses, safety, physical accessibility, worksite accommodations, and transportation accessibility before any client will be allowed to participate in a LINCS agreement with your business.

This "Document of Understanding" defines the LINCS program for AbilityWorks and your business. We require your business adhere to all listed statements. We understand that this agreement may be canceled by either party upon notice to the other.

Delivery of LINCS Packet _____
AbilityWorks Representative (Please Initial Delivery)

Receipt of LINCS Packet _____
LINKS Site Representative (Please initial Receipt)

OVR/OVRB Internship Program Agreement

OVR/OVRB Internship Program Agreement

Name of Intern: _____

Street Address (or mailing address): _____

City, State, Zip _____

Work Position: _____

Name of College/University: _____

College Address: _____

Business Partner: _____

Business Address: _____

Name of Training Supervisor: _____

Supervisor Email Address: _____

Supervisor Phone Number: _____

Work Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Time:							

Will total working hours for Internship be 320 hours or less? ☐ YES ☐ NO

Intern Student responsibilities: The student will adhere to the Internship course requirements established by OVR/OVRB and the business partner. The student will exhibit the appropriate level of professionalism, courtesy, and responsibility expected of the business partner's employees.

Parent/Guardian responsibilities: Parent/Guardian agrees to support the student participating in the OVR/OVRB Student Internship program. Parent/Guardian understands business partners will be viewing student's final reports as part of the OVR/OVRB Internship program.

VR Counselor, Business Development Representative and Career Counselor: The Career Counselor and/or VR Counselor will consult with the Business Development Representative to arrange the intern's business placement. The Career Counselor and Business Service Representative will monitor the intern's progress in the Summer Internship Program.

Business Partner's responsibilities: The business partner agrees to place the intern in the above listed position to provide career experience related to the course objectives. The intern's activities will be supervised by qualified personnel and performed under safe, hazard-free conditions. The intern will receive the same consideration the business provides employees with regard to safety, healthy general work conditions and other policies and procedures.

This document establishes an agreement between the student, parent/guardian, and business partners to satisfy the OVR/OVRB internship requirements. This form is intended as a guide to fulfill the OVR/OVRB Internship requirements and should not be interpreted as a legal instrument or any form of binding contract.

We have read this Internship Agreement and understand the conditions and provisions contained therein. The intern accepts and understands that participation in the Internship Program does not guarantee future employment with this employer.

Intern Date

Parent/Guardian (if applicable) Date

Business Partner Date

Counselor Date

19. CONSIDERATION OF A DEDICATED INTERNET ACCESS AGREEMENT WITH BCI MISSISSIPPI BROADBAND, LLC d/b/a MAXXSOUTH.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of a service agreement with Maxxsouth to provide network connectivity for cameras used in the Municipal Camera Project” is enumerated, this consent item is thereby approved.

(Agreement on the following page)

20. REQUEST AUTHORIZATION TO DONATE 5 SURPLUS DELL SERVERS AND RELATED MOUNTING GEAR TO EAST MISSISSIPPI COMMUNITY COLLEGE, MAYHEW CAMPUS – COMPUTER NETWORKING TECHNOLOGY PROGRAM PURSUANT TO MISSISSIPPI CODE SECTION 21-17-1(8).

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to donate 5 surplus Dell servers and related mounting gear to East Mississippi Community College, Mayhew Campus – Computer Networking Technology Program pursuant to Mississippi Code Section 21-17-1(8)” is enumerated, this consent item is thereby approved.

21. AUTHORIZATION OF THE CONTRACT WITH PYRO SHOWS FOR FIREWORKS FOR THE 4TH OF JULY CELEBRATION.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the contract with Pyro Shows for fireworks for the 4th of July Celebration” is enumerated, this consent item is thereby approved.

(Agreement follows)

22. CONSIDERATION TO ADVERTISE FOR THE PURCHASE OF ONE KNUCKLEBOOM LOADER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for the purchase of one Knuckle Boom Loader for the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO IMPLEMENT THE TVA POLE ATTACHMENT REGULATION AMENDMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to implement the TVA Pole Attachment Regulation Amendment” is enumerated, this consent item is thereby approved.

(Agreement follows)

Dedicated Internet Access
Master Service Agreement

Master Service Agreement (this "Agreement") dated as of March 7, 2019 is entered into between *BCI Mississippi Broadband, LLC d/b/a MaxxSouth Broadband* ("MaxxSouth") and City of Starkville. ("Customer").

WHEREAS, MaxxSouth and Customer desire to enter into this Agreement to govern the terms and conditions of MaxxSouth dedicated internet access service (the "Services" and each, a "Service");

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Agreement.** MaxxSouth shall provide Customer with the Services specified in any service order executed by both parties in accordance with the terms and conditions of this Agreement (each, a "Service Order"). Each Service Order that has been executed by Customer and accepted by MaxxSouth shall be incorporated by reference as if set forth in full herein. Customer agrees to purchase such Services from MaxxSouth on such terms and conditions as specified herein and in any Service Order.

2. **Description of Services.** The Services are provided via a direct, dedicated Internet fiber connection that provides the Mb of bandwidth access to the Internet specified in the Service Order to the Customer Premises from a MaxxSouth Headend. Any traffic in excess of the purchased amount of bandwidth will be dropped. MaxxSouth does not provide quality of service services; therefore, it is recommended that Customer deploys quality of service enabled equipment within its network if it desires to prioritize traffic when and if the fiber connection bandwidth exceeds the purchased amount. MaxxSouth will deploy a Management Presence at the applicable Customer Premises. MaxxSouth is responsible for maintaining the active connection from the Management Presence to the applicable MaxxSouth Headend and repairing this connection in accordance with the terms of this Agreement. It is understood that MaxxSouth does not have control of the public internet or Customer's internal network.

3. **Definitions.**

- a. "Customer Premises" means the Customer location at which Services are provided, as specified in the applicable Service Order.
- b. "Demarcation Point" means an overhead utility pole or underground cable pedestal located on the property of Customer, typically the utility service feed for the facility, as mutually agreed upon by MaxxSouth and Customer.
- c. "Management Presence" means an Ethernet access switch that provides an active 10Mb/100Mb/1000Mb copper RJ-45, 1000Mb multimode fiber, or 1000Mb single mode fiber Ethernet connection to access the Services, or such other equipment as specified in a Service Order.
- d. "MaxxSouth Equipment" means all equipment, including the Management Presence, any fibers, cables and other wiring, other electronic devices and any software that is installed and/or provided by or on behalf of MaxxSouth.

- e. "MaxxSouth Headend" means the MaxxSouth headend from where the applicable Services are provided.
- f. "Service Commencement Date" is the date on which MaxxSouth activates a Service.

4. Rates, Payment and Taxes.

a. MaxxSouth will invoice Customer in advance on a monthly basis for all monthly recurring Service charges (the "Monthly Recurring Charge" or "MRC") for each Service as set forth in the applicable Service Order. Customer shall make payment to MaxxSouth for all invoiced amounts within thirty (30) days after the date of the invoice. Any amounts not paid to MaxxSouth within such period will be considered past due. Monthly Recurring Charges will begin to accrue on the Service Commencement Date. Customer shall also pay MaxxSouth any installation, activation, set-up or other non-recurring fees (the "Non-Recurring Charge" or "NRC") for each Service as set forth in the applicable Service Order. Unless specified otherwise in the applicable Service Order, 100% of the NRC shall be due upon execution of such Service Order.

b. Taxes and Fees. Sales taxes, property taxes, franchise fees and other local, state or federally charged, imposed or authorized taxes, tax-like charges, fees, charges or surcharges resulting from, or attributable to, this Agreement or the Services are not built into MaxxSouth rates and will be charged to Customer.

c. Delinquent Payments. Any amounts owed to MaxxSouth by Customer that are past due will accrue interest from the invoice due date until the payment date in accordance with Miss. Code Ann. § 31-7-305. In the event that Customer is more than thirty (30) days past due on any amounts owed hereunder, MaxxSouth shall have the right to suspend the Services until such time as Customer has fully paid all such past due amounts.

d. Billing Disputes. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to MaxxSouth for the disputed amount of the invoice by the invoice due date, or it shall be deemed to have waived its right to dispute the charges.

e. Setoff. In addition to the Services, MaxxSouth currently delivers or may hereafter deliver one or more other products or services to Customer. MaxxSouth is authorized, to the fullest extent and as permitted by applicable law, to setoff and apply any and all payments (including portions thereof or partial payments) or deposits at any time received by MaxxSouth from Customer with respect to the Services or of such other services against any and all of the obligations of a Customer to MaxxSouth irrespective of the type of service. MaxxSouth shall have sole discretion in determining the order of priority for the application of such payments among the accounts for such services, subject to applicable law. The rights of MaxxSouth hereunder are in addition to other rights and remedies that it may have.

f. Credit Approval and Deposits. Initial and ongoing delivery of the Services may be subject to credit approval. Customer shall provide MaxxSouth with credit information requested by MaxxSouth. Customer authorizes MaxxSouth to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to MaxxSouth will be true and correct. MaxxSouth, in its sole discretion, may deny the Services based upon an

unsatisfactory credit history. MaxxSouth may require Customer to make a deposit as a condition to MaxxSouth provision of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by MaxxSouth as security for payment of Customer's charges. If the provision of Service to Customer is terminated, or if MaxxSouth determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by MaxxSouth.

5. Installation and Maintenance; Ownership.

a. MaxxSouth shall use commercially reasonable efforts to maintain the fiber connection for all of the Services in good working condition.

b. MaxxSouth will provide emergency response service on a 24 hour-a-day, seven day-a-week, 365 day-a-year basis in the event of a break in the fiber path or connectivity supporting the connection between the MaxxSouth Headend and the Demarcation Point. MaxxSouth technicians will use commercially reasonable efforts to respond within 4 business hours of notification or detection of Service loss, provided access to the Demarcation Point is made available by Customer. MaxxSouth will use commercially reasonable efforts to proactively detect an outage and initiate a repair. It remains the sole responsibility of Customer to notify MaxxSouth as soon as a service outage is detected. Customer should use the fiber notification guide attached hereto as Exhibit A when calling in to report an outage or service issues.

c. If Customer is at fault for any damages or outages, Customer is responsible for paying MaxxSouth for the cost of the repair as reasonably determined by MaxxSouth.

d. MaxxSouth retains ownership of all fibers, outside plant and all MaxxSouth Equipment provided under this Agreement. All rights to the use of any fiber and MaxxSouth Equipment provided hereunder shall revert to MaxxSouth upon expiration of the applicable Services term, and from and after such time, Customer shall have no further rights or obligations hereunder with respect thereto. This Agreement does not grant Customer the right to own, control, maintain, modify or revise any fibers provided for use hereunder, or the right to physical access to, the right to encumber in any manner, or other use of such fiber or MaxxSouth Equipment except as expressly set forth herein.

6. Equipment.

a. Use of the Services requires use of the MaxxSouth Equipment that is provided hereunder. Customer acknowledges that the MaxxSouth Equipment is merely a means for MaxxSouth to provide Customer with the Services and that MaxxSouth may remove or change the MaxxSouth Equipment, at MaxxSouth discretion, including through "downloads" to the MaxxSouth Equipment or otherwise. MaxxSouth shall have the unrestricted right, but not the obligation, to upgrade the firmware in any MaxxSouth Equipment at any time that MaxxSouth, in its sole discretion, determines it is necessary or desirable. Customer agrees that it will not allow anyone other than MaxxSouth employees or agents to service, rearrange, disconnect, remove, or otherwise interfere with the MaxxSouth Equipment. If any MaxxSouth Equipment or part thereof, is lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned, Customer agrees to pay MaxxSouth the full manufacturer's suggested retail price for such MaxxSouth Equipment or part thereof, together with any incidental costs incurred by MaxxSouth relating to the replacement of the MaxxSouth Equipment.

b. MaxxSouth reserves the right in its sole discretion to modify its network, technology, system or routing configurations, and business arrangements, and to change or modify the features, functionalities or availability of a Service. MaxxSouth shall not be responsible to the Customer if changes in any of the facilities, operations or procedures of MaxxSouth utilized in the provision of Service render any equipment provided by a Customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

7. Customer Obligations.

a. Customer shall secure any permits, easements, leases or other agreements relating to use of the Customer Premises and/or the property on which the Customer Premises are located necessary to allow MaxxSouth, its contractors and authorized vendors to use existing pathways to access the Customer Premises at those times determined by MaxxSouth for the purposes of installation, inspection, maintenance or termination of the Services. MaxxSouth is not liable for damages to the Customer Premises resulting from the furnishing of Service, including the installation or removal of MaxxSouth Equipment, unless such damage is caused directly by MaxxSouth negligence.

b. Customer shall be responsible for providing electrical service and power for the MaxxSouth Equipment necessary for the operation of the Services at the Customer Premises.

c. Customer shall also provide sufficient space at the Customer Premises for all MaxxSouth Equipment.

d. Customer shall use the Services and the MaxxSouth Equipment in compliance with and subject to all applicable government codes, ordinances, laws, rules and regulations. Customer shall also comply with all safety labels located on the MaxxSouth Equipment.

e. Failure to use any Services will not reduce or eliminate Customer's obligation to make timely payments.

f. The Services as offered and provided under this Agreement are business services offered for reasonable internal, business use of Customer only. Customer will not resell or redistribute, or permit another to resell or redistribute (whether for a fee or otherwise), the Services, or any portion thereof, or otherwise charge others to use the Services, or any portion thereof, or any fiber capacity through which such Services are provided.

g. Customer agrees to ensure that all uses of the Services and the MaxxSouth Equipment are not fraudulent or abusive, and that they are legal and appropriate and comply with all applicable laws, regulations, and instructions for use, including the requirements of this Agreement. and MaxxSouth Acceptable Use Policy posted at <http://www.maxxsouth.com/internet-acceptable-use-policy/> as it may change from time to time. Abuse prohibited hereunder shall include any actions or pattern of behavior by Customer that is intended to vex, harass, threaten, or annoy MaxxSouth, its employees, agents, representatives or contractors, or to otherwise disturb or interrupt MaxxSouth operations. Fraudulent use, prohibited hereunder, shall include: (i) rearranging or tampering with MaxxSouth Equipment or facilities; (ii) using the Services to gain access to information on an unauthorized basis; (iii) refusing to provide information, or providing false information, to MaxxSouth regarding Customer's identity,

address, creditworthiness or current or past use of telecommunications and Internet services.

h. Customer agrees to notify MaxxSouth immediately if Customer becomes aware at any time that the MaxxSouth Equipment is stolen or that the Services are being stolen or used without Customer's authorization. If Customer fails to notify MaxxSouth in a timely manner, the Services may be suspended without notice pursuant to Section 9(e).

i. Customer may not transfer or assign all or any part of its interest in this Agreement or in the Services or MaxxSouth Equipment provided hereunder, nor may Customer sell, assign, lease, grant any right of use or a lease with respect to, exchange, encumber, or otherwise in any manner transfer or make available in any manner to any third party, such Services or MaxxSouth Equipment, in whole or in part, or delegate any duties, burdens, or obligations hereunder, without the consent of MaxxSouth, which consent may be given or withheld in MaxxSouth sole discretion; provided, however, if such transfer or assignment is in connection with Customer selling substantially all of its assets or equity to a third party, MaxxSouth consent shall not be unreasonably withheld. A transfer or assignment in violation of this paragraph shall constitute a material breach of this Agreement.

8. Term. This Agreement shall remain in effect for the term of any Service Order executed pursuant to its terms. If all Service Orders are terminated or expire, the Agreement shall remain in effect for a period of ninety (90) days to allow the parties the option to enter into a new Service Order. Each Service Order shall have its own term that shall commence on the Service Commencement Date. Upon the expiration of the initial term applicable to that Service Order, the term of such Service Order shall automatically renew on a month-to-month basis under the same terms and conditions as stated herein, unless and until either party gives the other party written notice of termination, in which case termination will be effective ninety (90) days after such notice.

9. Termination and Suspension.

a. Should Customer wish to terminate this Agreement or any Service Order before the expiration of the then-current term, Customer is required to buy out the remainder of the Monthly Recurring Charges due under this Agreement or the applicable Service Order at the following levels: (i) 90% of the payments that are payable for the first year of the term; (ii) 80% of the payments that are payable for the second year of the term; (iii) 70% of the payments that are payable for the third year of the term; (iv) 60% of the payments that are payable for the fourth and fifth years of the term; and (v) 30% of the payments that are payable for any remaining years of the term. Customer may not exercise this option if it would have the effect of avoiding greater liability under Section 9(c).

b. MaxxSouth shall be entitled to terminate this Agreement or any Service Order on thirty (30) days' notice in the event that it discontinues the provision of the Services provided in the geographical region that includes the Customer Premises.

c. MaxxSouth shall be entitled to terminate this Agreement or any Service Order (i) on ten (10) days' notice in the event that Customer fails to cure a payment default or (ii) on thirty (30) days' notice in the event that Customer fails to cure a material breach of this Agreement or an event that caused MaxxSouth to suspend a Service pursuant to Section 9(e). In the event of any such termination, MaxxSouth shall be entitled to payment immediately of 100% of all MRCs

that would be payable for the remainder of the term of any applicable Service Orders. Such amounts constitute liquidated damages, not a penalty.

d. MaxxSouth may, in its sole discretion, upon thirty (30) days' written notice, or lesser notice if required by law, terminate or modify this Agreement (including any Service Order), in whole or in part, in the event there is a material change in any law, rule, regulation, or any change in the interpretation, application, enforcement thereof, or in MaxxSouth authorization to provide services or conduct business, or in technology or market conditions, or in Service availability as a result of a Force Majeure or other event, or if MaxxSouth decides to exit the business of providing a Service.

e. MaxxSouth reserves the right to act immediately and without notice to suspend or restrict all or part of any Service, without any liability, if MaxxSouth in its sole discretion determines that such action is warranted to (i) prevent or terminate any apparent fraud, abuse, misuse or illegal use of the Service, including but not limited to any use inconsistent with this Agreement, (ii) protect its employees, agents, representatives, facilities, network, assets or its ability to provide services to others, (iii) maintain, repair or upgrade any equipment or facility forming part of the network.

f. The Management Presence and all other MaxxSouth Equipment must be returned to MaxxSouth within thirty (30) days following expiration or termination of this Agreement or any applicable Service Order.

10. Force Majeure.

a. If and to the extent that any failure or delay in MaxxSouth performance of one or more of its obligations hereunder is caused by a Force Majeure, such failure or delay shall be excused. "Force Majeure" shall mean any circumstances beyond MaxxSouth control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, acts or omissions of other carriers, natural disaster, regulation or governmental acts, fire, civil disturbance, strike, weather, any unauthorized access to or destruction or modification of the MaxxSouth Network, in whole or in part, any failure of heat, air conditioning, or power supply, or act or failure to act of Customer or any third party using MaxxSouth network.

b. NO INFORMATION, ORAL OR WRITTEN STATEMENTS, SERVICE DESCRIPTIONS OR ADVICE GIVEN OUTSIDE OF THIS AGREEMENT BY MAXXSOUTH, ITS AFFILIATES, EMPLOYEES, AGENTS OR SUPPLIERS SHALL CREATE ANY EXPRESS OR IMPLIED WARRANTY.

c. CUSTOMER ASSUMES RESPONSIBILITY AND RISK FOR CUSTOMER'S USE OF THE SERVICES.

d. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and understands that MaxxSouth may use MaxxSouth affiliates, third parties or designated agents to provide components of the Services, including without limitation their services, equipment, and infrastructure.

e. **Governing Law.** THE LAWS OF THE STATE IN WHICH THE CUSTOMER PREMISES ARE LOCATED WILL APPLY TO THE CONSTRUCTION, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT.

11. Miscellaneous.

a. Entire Agreement. This Agreement, including any policies, agreements, documents, terms and conditions incorporated herein by reference, constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersedes and replaces any and all prior written or verbal agreements regarding such subject matter. In the event that any portion of this Agreement, and/or its components, is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. MaxxSouth failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

b. Notices. Notices under this Agreement shall be in writing and shall be deemed given when delivered by hand delivery, U.S. mail (certified mail return receipt requested for notices to MaxxSouth), or overnight courier to the following addresses:

If to Customer, to the address specified on the signature page of this Agreement.

If to MaxxSouth:
MaxxSouth Broadband
105 Allison Cove
Oxford, MS 38655
Attention: Commercial Services

with a copy to:
MaxxSouth Broadband
105 Allison Cove
Oxford, MS 38655
Attention: Regional General Manager

A party may designate another address for providing notice by providing notice in writing of such addresses.

c. Assignment. MaxxSouth may assign its rights and obligations under this Agreement, without notice, to (i) any affiliate of MaxxSouth; (ii) to any party (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of MaxxSouth or any MaxxSouth affiliate; or (iii) to any person or entity purchasing or otherwise acquiring the broadband distribution system or video distribution system serving the Premises. This Agreement may not be assigned or transferred by Customer without MaxxSouth prior written consent.

d. Section Headings. The section headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

e. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered will be deemed an original.

f. Modifications. This Agreement may not be modified in whole or in part, except by an agreement in writing signed by both parties.

g. Invalidity. Any provisions of this Agreement that are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. If a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the parties hereto shall request that such court reduce the scope, duration, or area of the provision, delete specific words or phrases from the provision, or replace the provision with a provision that is valid and enforceable and that comes closest to expressing the original intention of the parties hereto, and this Agreement shall be enforceable as so modified in the jurisdiction in which the provision was declared invalid or unenforceable.

h. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to confer any remedy, claim, liability, reimbursement, cause of action, or other right or privilege in any third party (including users) not a signatory to this Agreement.

i. Independent Contractors. The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

[Remainder of the page intentionally blank]

In witness whereof and intending to be legally bound hereby, the parties hereto have executed this Agreement as of the date hereof.

BCI Mississippi Broadband, LLC d/b/a
MaxxSouth Broadband

By: _____
Name:
Title:

By: _____
Name:
Title:

Customer Contact for Notices:

Name:
Address:



Contract Agreement

This Agreement made this 26th day of February, 2019, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as **"PYRO SHOWS"** and **CITY OF STARKVILLE** with its principle place of business located at 110 W. Main Street, Starkville, in the State of Mississippi, hereinafter referred to as **"Customer"**.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #19-MS-07-04-C-8499-000144 dated this 26th day of February, 2019. The Show will be given on the 4th day of July, 2019. Rain date/postponement date: day of , .
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VI. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- VIII. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, late payment fee for each month pursuant to Mississippi Code Section 31-7-305 until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- IX. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.

- X. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show.
- XI. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage and include a waiver of subrogation in favor of Customer. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XII. **PAYMENT TERMS:** CITY OF STARKVILLE shall pay PYRO SHOWS \$8,499.00 plus applicable taxes in the amount of \$0 for a grand total of \$8,499.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$4,249.50) upon return of signed contract by March 26, 2019. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XIII. **TAXES:** Customer shall be responsible for all applicable sales taxes.
- IMPORTANT:** Checks must be made payable to PYRO SHOWS, INC.
- All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.
- IN WITNESS WHEREOF,** the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____
Michael E. Walden, Vice President

DATE: _____

CUSTOMER

BY:  D. Lynn Spruill Mayor DATE: 4-16-2019
Signature Printed Name Title



Direct Fiber Notification Guide

MaxxSouth offers 24/hour, 7 day/week, and 365 days/year service. Please be prepared to provide details of your emergency, your telephone number, your name and company name. The following procedure outlines the steps you should follow during business hours and after business hours.

Technical Support Business Hours: 24/hour, 7 day/week, and 365 days/year

Direct Fiber Technical Support Phone

662-720-4472

- Technical Support will take contact information from customer, and notify internal engineering group and local technicians of issue.
- Be prepared to leave Name, Company Name, and at least 2 numbers at which to reach you.
- Customer should receive a return call from a Technician or Internal Engineering group within 15-30 minutes

POLE ATTACHMENT REGULATION AMENDMENT

TV-48326A, Supp. No. _____

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

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

As detailed in Section 10 of the TVA Act, the TVA Board is authorized to provide for such rules and regulations in the Power Contract as in its judgment may be necessary or desirable for carrying out the purposes of the TVA Act.

As Distributor's exclusive retail rate regulator, TVA seeks to ensure that Distributor's electric system operates for the benefit of electric consumers, and that rates are kept as low as feasible.

So that Distributor's electric system assets and funds are not used to subsidize non-electric activities, Distributor's electric system must be properly compensated for the use of electric system assets, including use by cable and telecommunication providers making or maintaining wireline attachments on Distributor's electric system poles. Rates for such pole attachments that fail to appropriately recover Distributor's costs cause the electric system ratepayers to subsidize other lines of business.

In February 2016, the TVA Board refined its pole attachment rate regulation to include a fully-allocated cost methodology for determining the pole attachment rate to be applied by Distributor ("**Pole Attachment Rate Methodology**"). The fully-allocated cost methodology is designed to ensure both the proper recovery of Distributor's costs and that electric system ratepayers are not subsidizing other lines of business that have a non-electric purpose. The Board also determined that such pole attachment regulation will not include regulation of the rates charged in Reciprocal Agreements between Distributor and any Attaching Party, and this Amendment will not apply to such Reciprocal Agreements.

Distributor and TVA want to amend the Power Contract to memorialize TVA's regulation of pole attachment rates, and to agree to the Pole Attachment Rate Methodology to be applied by Distributor.

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

SECTION 1 - TERM

This Amendment will be effective on the date of TVA's signature below ("**Effective Date**") and will remain in effect until the expiration or termination of the Power Contract unless sooner terminated as provided below.

SECTION 2 - DEFINITIONS

"**Attaching Party**" - A provider of telecommunications, cable television, internet access, or other information services (except those providers in a Reciprocal Agreement), who attaches to Distributor's distribution poles.

"Collectively Negotiated Agreement" - An agreement that was negotiated in good faith by multiple distributors with a single Attaching Party (which is also an ILEC), and which contains a pole attachment rate that is identical within all such Collectively Negotiated Agreements.

"Current Rate" - The Pole Attachment Rate Distributor charged an Attaching Party before executing this Amendment.

"DARS" - TVA's Distributors Annual Reporting System.

"Evergreen Party" - An Attaching Party whose pole attachment contract with Distributor automatically renews on a periodic basis without further action by either party.

"Incumbent Local Exchange Carrier" (ILEC) - With respect to a particular geographic area, the local exchange carrier that, as of February 8, 1996, both provided telephone exchange service in such area; and either was a member of the National Exchange Carrier Association (NECA), or is a person or entity that became a successor or assignee of a NECA member after February 8, 1996.

"Guideline Adjustment Scale" - Sets forth how Distributor must transition from the Current Rate to the Pole Attachment Rate by providing for a period of time for Distributor to adjust its pole attachment rates, based on the degree of variance between the Current Rate and the Pole Attachment Rate. The TVA Board-approved Guideline Adjustment Scale is attached as Exhibit B.

"One-Foot Attaching Party" - An Attaching Party occupying up to one-foot of usable space on Distributor's distribution poles.

"Pole Attachment" - The attachment of wires and related wireline equipment to an electric distribution pole, owned or controlled by Distributor, for the purposes of telecommunication service; cable television service; internet access service; or other related information services. This definition does not include attachments to transmission poles or streetlight poles.

"Pole Attachment Rate" - The rate the Distributor charges an Attaching Party for a Pole Attachment using the Pole Attachment Rate Methodology.

"Pole Attachment Template" - The worksheet annually submitted by Distributor to TVA that details items impacting Distributor's cost of pole ownership, and that allocates space to Attaching Parties based on their physical location on a pole.

"Reasonable Efforts" - With respect to section 5(G), the efforts that a reasonable person in the position of the Distributor would use so as to collect the TVA-approved Pole Attachment Rates from Attaching Parties.

"Reciprocal Agreement" - An agreement between Distributor and an Attaching Party (which is also an ILEC), under which the parties each own poles within a shared area, where Distributor can demonstrate that:

- 1) the pole attachment rate is based on a full-cost recovery approach, and
- 2) Distributor receives sufficient Reciprocal Benefits to justify the rate applied.

In situations where either: a) one party to the agreement is not on at least 10% of the poles owned by the other party; or b) there is a Collectively Negotiated Agreement, Distributor must provide information, in a form acceptable to TVA, to demonstrate that such agreement meets the two requirements enumerated above. TVA will determine, in its sole discretion, whether such agreement will be considered a Reciprocal Agreement for the purposes of this Amendment, and will provide to Distributor written notification of its determination. In the case of Collectively Negotiated Agreements, TVA may consider both the full-cost recovery approach and the Reciprocal Benefits in the aggregate.

“Reciprocal Benefits” - The identifiable and quantifiable benefits that are unique to, and which stem from, the efficiency and economy of joint use or other similar reciprocal arrangements between a distributor and an Attaching Party, and that are relevant to TVA for purposes of determining the reasonableness of the pole attachment rate in any joint use or other similar reciprocal agreement. Examples include, but are not limited to: pole ownership, operational support, sharing of other property or personnel, and standardization of operating terms.

“Renewing Party” - An Attaching Party whose pole attachment contract with Distributor will terminate if neither party takes further action.

“Two-Foot Attaching Party” - An Attaching Party occupying greater than one foot and up to two feet of usable space on Distributor's distribution poles.

SECTION 3 - SCOPE OF REGULATION

TVA regulates Pole Attachment Rates within Distributor's service territory pursuant to the TVA Act, the Power Contract, and the Pole Attachment Rate Methodology. TVA's regulation includes but is not limited to establishing, reviewing, and enforcing a rate calculation methodology, along with its implementation guidelines and periodic reporting requirements.

SECTION 4 - POLE ATTACHMENT RATE METHODOLOGY

A) Fully-Allocated Cost Methodology. Distributor will use the below formula to calculate pole attachment rates to be charged. Exhibit A includes a more detailed explanation of the formula components and other associated terms, and provides guidance for Distributor data input for Pole Attachment Rate calculation.

Pole Attachment Rate: *(Space Allocation) x (Net Cost of Bare Pole) x (Carrying Cost)*

B) Assumptions. The Pole Attachment Rate Methodology for each Attaching Party uses certain assumptions which are set forth in Exhibit A to this Amendment.

It is recognized that there may be circumstances in which it is appropriate for Distributor to use its actual system data, where such data is available. If Distributor provides sufficient justification to TVA supporting the use of actual data, TVA may approve the use of such data.

Further, TVA may re-evaluate the assumptions used in the formula periodically, as well as the appropriateness of using assumptions or actual data in the formula, and may make adjustments as it deems appropriate, provided that any such changes are consistent with the Pole Attachment Rate Methodology. Whenever TVA deems it necessary to modify or replace the assumptions as outlined in this section and in Exhibit A, either party (or its representative) may request that the parties (or their representatives) meet and endeavor to reach agreement on

such changes. If the parties' representatives have not reached agreement on the changes within 90 days after any request for such changes, then TVA may make its proposed modifications effective by modifying or replacing Exhibit A, with at least 30 days' prior written notice to Distributor.

SECTION 5 - APPLICATION OF POLE ATTACHMENT RATE

A) Rate Approval. Prior to Distributor applying a Pole Attachment Rate, such Pole Attachment Rate must be approved by TVA in the manner described as follows:

Following both the execution of this Amendment and Distributor's submittal of its Pole Attachment Template, TVA will provide Distributor with a letter documenting its TVA-approved Pole Attachment Rate.

Beginning in 2018 and thereafter, between January 1 and March 31 of each calendar year, TVA will provide Distributor its most updated TVA-approved Pole Attachment Rate.

B) Rate Implementation. Following the Effective Date of this Amendment and TVA's approval of Distributor's Pole Attachment Rate as provided for in section 5(A), Distributor will apply the Pole Attachment Rate to all new Attaching Parties and Renewing Parties until Distributor receives its new Pole Attachment Rate in accordance with section 5(A) above.

Following the Effective Date of this Amendment and TVA's approval of Distributor's Pole Attachment Rate as provided for in section 5(A), Distributor will terminate its pole attachment agreements with Evergreen Parties at the earliest opportunity that is permissible under and in accordance with the termination provisions of those agreements.

Nothing in TVA's regulation should be interpreted to supersede or modify any rate of a voluntarily-negotiated written agreement regarding the rates for Pole Attachment entered into by Distributor and an existing Attaching Party prior to the Effective Date of this Amendment.

C) Guideline Adjustment Scale. In instances when there is a variance between the Current Rate and the TVA-approved Pole Attachment Rate, as outlined in Exhibit B, then Distributor must use the Guideline Adjustment Scale to transition from the Current Rate to the TVA-approved, fully-allocated Pole Attachment Rate, according to the degree of variance between the two rates.

D) Maximum Pole Attachment Rate. The Pole Attachment Rate derived from the fully-allocated cost methodology is subject to a cap that TVA will calculate from time to time for One-Foot Attaching Parties and Two-Foot Attaching Parties.

TVA may modify, adjust, or remove any mechanism or methodology related to addressing rates that fall outside of certain statistical parameters. Whenever TVA deems it necessary to make any such changes to this mechanism or methodology, either party (or its representative) may request that the parties (or their representatives) meet and endeavor to reach agreement on such changes. If the parties' representatives have not reached agreement on the changes within 90 days after any request for such changes, then TVA may make its proposed modifications effective with at least 30 days' prior written notice to Distributor.

E) Escalation Options. Once Distributor's Current Rate reaches the TVA-approved Pole Attachment Rate, after any necessary application of the Guideline Adjustment Scale, Distributor must adjust its Pole Attachment Rate in accordance with either of the options below. Distributor

will not apply either option to any Pole Attachment Rate for as long as it is subject to the Guideline Adjustment Scale.

Distributor will use one of the following options to adjust the Pole Attachment Rate during the term of the pole attachment contracts with its Attaching Parties:

- 1) the Handy-Whitman Index, on a monthly, semi-monthly, or yearly basis (as determined by agreement between Distributor, Attaching Parties, or Distributor's electric, broadband, and any other legally-affiliated divisions), and up to any maximum rate that may be established by TVA in accordance with the TVA Board's Determination on Pole Attachment Rate Regulation and communicated to Distributor from time to time; or
- 2) the most recent TVA-approved Pole Attachment Rate.

In the event that the Handy-Whitman Index decreases, Distributor will adjust its Pole Attachment Rate accordingly.

If adjustment of the Pole Attachment Rate using the Handy-Whitman Index results in a rate that exceeds the most recent TVA-approved Pole Attachment Rate by 15% or more, based on the most current available data ("**Escalated Pole Attachment Rate**"), then Distributor must submit the Escalated Pole Attachment Rate to TVA for a new Pole Attachment Rate. In these cases, Distributor will then use the new TVA-approved Pole Attachment Rate in its agreements with those affected Attaching Parties. Any subsequent increase that results in a rate that exceeds the most recent TVA-approved Pole Attachment Rate by 15% or more will also require a new TVA-approved Pole Attachment Rate.

Distributor must include in any pole attachment contracts with new Attaching Parties and Renewing Parties provisions to ensure compliance with this section.

Notwithstanding the above, after the Effective Date of this Amendment, if:

- 1) Distributor chooses to adjust using the TVA-approved Pole Attachment Rate; and
- 2) Distributor enters into a contract with an Attaching Party prior to January 1 of a calendar year and said contract has an effective date of sometime after January 1 of that same calendar year; then

Distributor will only be able to adjust its Pole Attachment Rate after TVA approves and provides the Pole Attachment Rate between January 1 and March 31 of the following calendar year. Thereafter, Distributor will continue adjusting its Pole Attachment Rate annually using the TVA-approved Pole Attachment Rate.

F) Distributor's Non-Electric Service Fiber. Distributor is responsible for calculating and allocating Pole Attachment Rates for Pole Attachments owned, controlled, or utilized by Distributor – which includes Distributor's electric, broadband, and any other legally-affiliated divisions – by applying the following framework:

- 1) Each Attaching Party is responsible for the space it occupies on a pole plus its share of the support space (not to exceed one share);
- 2) The safety space is shared by all Attaching Parties within the communications space on an equal basis (not to exceed one share);

- 3) Upon any proportional allocation of Distributor's Pole Attachment Rate, Distributor will be required, at a minimum, to allocate to the Attaching Party utilizing fiber for any non-electric purpose the amount required to appropriately compensate the electric system. However, Distributor may charge more than the required amount to its broadband division, as may be necessary to comply with any applicable state law.

G) **Collection of Rate Payments.** Distributor will undertake Reasonable Efforts to collect the TVA-approved Pole Attachment Rates from Attaching Parties, in accordance with any and all agreements between the parties setting forth same.

SECTION 6 - DISTRIBUTOR REPORTING

Distributor must submit to TVA its Pole Attachment Template within 15 days of submitting its annual report, as required by subsection 1(C) of the Power Contract's Schedule of Terms and Conditions, by using DARS (or in such form as may be requested).

SECTION 7 - INCORPORATION OF ATTACHMENTS

The attachments entitled "Exhibit A" and "Exhibit B" are made a part of this Amendment. In the event of any conflict between the body of this Amendment and either attachment, the former controls. Any modification or replacement of either exhibit will not affect the existing contracts between Distributor and an Attaching Party prior to the effective date of the modification or replacement.

SECTION 8 - CHOICE OF LAW AND VENUE

Federal law governs the validity, interpretation, and enforceability of this Amendment. To the extent there is no body of Federal law for guidance, the laws of the State of Tennessee, but not its choice of law provisions, will govern. Any action against TVA under or on account of this Amendment will be brought only in the United States District Court for the Eastern District of Tennessee, and the parties waive any right to trial by jury in any such action.

SECTION 9 - COMPLIANCE WITH LAWS

Each party will comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party will take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

SECTION 10 - CHANGE OF LAW AND TERMINATION

If a change in applicable Federal law ultimately becomes final law, and such final law materially alters the essential terms negotiated and agreed upon by the parties under this Amendment, then the parties will endeavor to negotiate and agree upon new terms and provisions that are consistent with said final Federal law. If the parties are unable to reach agreement on new terms within 180 days from the effective date of the final Federal Law, then this Amendment will automatically terminate at the end of that time period.

Notwithstanding the above, this Amendment may be terminated by TVA upon 60 days' written notice to Distributor if TVA determines, in its sole judgment, that a change in Federal law will result in an impairment of TVA's essential obligations under this Amendment.

Termination of this Amendment will not terminate any existing agreements between Distributor and its Attaching Parties.

Neither Distributor nor TVA will be held responsible for any failure to perform any part of this Amendment to the extent such delay or failure is a result of a change in Federal law.

For purposes of this Section, a change of law will include, but will not be limited to, a change in regulation, including a change in regulatory requirements of TVA under the Pole Attachment Rate Methodology.

SECTION 11 - ENTIRE AGREEMENT

This Amendment represents the final expression of the parties' intent and agreement between the parties relating to the subject matter of this Amendment. This Amendment contains all the terms the parties agreed to relating to the subject matter, and replaces all the parties' previous discussions, understandings, and agreements relating to the subject matter.

SECTION 12 - NOTICE

Written notice will be deemed properly given if provided electronically, either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose.

SECTION 13 - RATIFICATION OF POWER CONTRACT

The Power Contract, as amended by this Amendment, is agreed to be the continuing obligation of the parties.

The remainder of this page is intentionally blank.

The parties are signing this Amendment to be effective on the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title: _____

Date: _____

TENNESSEE VALLEY AUTHORITY

By _____

Director
Power Customer Contracts

Date: _____

EXHIBIT A

POLE ATTACHMENT RATE METHODOLOGY

Formula: (Space Allocation) x (Net Cost of Bare Pole) x (Carrying Cost)

- Where "**Space Allocation**" is the sum of:
 - 1) Support Space/number of pole users;
 - 2) Safety Space/number of pole users in the communications space; and
 - 3) Space Occupied by Attaching Party.
- Where "**Net Cost of Bare Pole**" is the pole investment as shown in Distributor's FERC Account 364, net of depreciation, multiplied by 1 minus the Discount Factor, divided by the total number of Distributor utility poles included in the FERC Account 364.
- Where "**Carrying Costs**" is sum of the Administrative Charge, the Depreciation Charge, the Maintenance Charge, the Rate of Returns, and the Tax-Equivalent Charge, all of which will be stated as a percentage of net plant.

OTHER DEFINITIONS

Other definitions applicable to the above formula:

"**Administrative Charge**" means the total of all of the Distributor's administrative and general expenses shown in all of the Sample Distributor's FERC Account 625 (which is a totaling account for FERC Accounts 920, 921, 923-926, 929, & 930), divided by the total of all of the Distributor's electric plant, net of accumulated depreciation.

"**Depreciation Charge**" means the median depreciation rate for the Distributors, multiplied by the quotient of the Distributor's gross FERC Account 364 plant, divided by the Distributor's net FERC Account 364 plant.

"**Maintenance Charge**" means the three-year average of the Distributor's FERC Account 593 plant expenses, divided by the sum of the Sample Distributor's plant shown in FERC Accounts 364, 365, and 369, net of accumulated depreciation.

"**Discount Factor**" represents the percentage of distribution pole plant items (only) in FERC Account 364 (excluding cross arms, anchors, etc.).

"**Return on Investment**" means 8.5%.

"**Space Allocation**" is based on a standard average 37.5-foot-tall pole and the actual number of Attaching Parties per pole, including the pole owner.

"**Tax and Tax-Equivalent Charges**" means the quotient of the Distributor's tax and/or tax-equivalent payments shown in FERC Account 408.1, divided by all of the Distributor's electric plant, net of accumulated depreciation.

(continued on next page)

ASSUMPTIONS

The Pole Attachment Rate Methodology uses the following assumptions:

- **“Average Pole Height”** is assumed to be 37.5 feet;
- **“Safety Space”** is assumed to be 3.33 feet;
- **“Support Space”** is assumed to be 24 feet;
- **“Discount Factor”** is assumed to be 15%;
- **“Return on Investment”** is assumed to be 8.5%;
- **“Space Occupied by a Cable or Telecommunications Attaching Party”** is assumed to be 1 foot; and
- **“Space Occupied by a Telephone Attaching Party”** is assumed to be 2 feet

These assumptions and their appropriateness are subject to change in accordance with Section 4(B) of the Pole Attachment Regulation Amendment.

EXHIBIT B

Guideline Adjustment Scale:

Dollar Variance	Transition Period*	Monthly - Adjustment (+/-)	
		Low	High
\$0 - \$5	Immediate action	\$ -	\$0.42
\$6 - \$10	No more than 2 years	\$0.21	\$0.42
\$11 - \$20	No more than 3 years	\$0.31	\$0.56
\$21 - \$30	No more than 4 years	\$0.44	\$0.63
\$31 or greater	No more than 5 years	\$0.52	\$ >0.52

*Transition period begins upon effective date of new or updated contract with Attaching Party.

24. CONSIDERATION TO ADVERTISE FOR BIDS FOR TWO 18/24/30 MVA POWER TRANSFORMERS FOR SOUTHWEST STARKVILLE PRIMARY SUBSTATION MATERIAL.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for two 18/24/30 MVA Power Transformers for Southwest Starkville Primary Substation material” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF APPROVAL OF LOWEST AND BEST QUOTE FROM LEE’S PRECAST CONCRETE INC., FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE PURCHASE IN THE AMOUNT OF \$9,101.00.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the lowest and best quote from Lee’s Precast Concrete Inc., for Phase II of the approved Pleasant Acres manhole purchase in the amount of \$9,101.00” is enumerated, this consent item is thereby approved.

Two quotes received: Lee’s Precast: \$9,101.00 and Forterra: \$9,816.18

26. CONSIDERATION TO DECLARE THE WATER DEPARTMENT’S 1993 FORD F-250 AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to declare the Water Department’s 1993 Ford F-250 as surplus property, advertise for sale, and sell to the highest bidder” is enumerated, this consent item is thereby approved.

27. CONSIDERATION FOR STARKVILLE UTILITIES TO ENTER INTO A LEASE AND SERVICE AGREEMENT FOR A NEW NEOPOST POSTAGE MACHINE WITH MEMPHIS COMMUNICATIONS CORPORATION (MCC) MISSISSIPPI.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into a lease and service agreement for a new NeoPost Postage machine with Memphis Communications Corporation (MCC) Mississippi” is enumerated, this consent item is thereby approved.

(Agreement follows)

28. CONSIDERATION TO IMPLEMENT THE RATE CHANGE CLASSIFICATION CONTRACT BETWEEN XERIUM (WEAVEXX) AND STARKVILLE UTILITIES.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, and adopted by the Board to approve the April 16, 2019 Official Agenda, and to accept items for consent, whereby the “approval to implement the rate change classification contract between Xerium (Weavexx) and Starkville Utilities” is enumerated, this consent item is thereby approved.

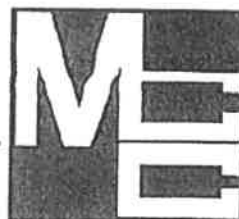
(Agreement follows)

Communication Systems

PROPOSAL

DATE: February 26, 2019

Starkville Electric
200 N Lafayette st.
Starkville, MS 39759



MISSISSIPPI

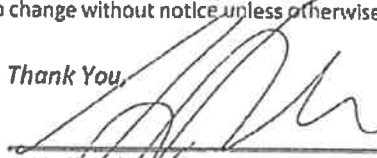
114 W. JACKSON STREET
RIDGELAND, MISSISSIPPI 39157
(601) 228-1800
(866) 805-5893
www.mccmississippi.net

We are pleased to present the following proposal:
NEOPOST AUTOMATIC INTELLIGENT MAILING SYSTEM

DESCRIPTION	QUANTITY	TERM	TOTAL
IN600AF Digital Postage System - 110 Letters Per Minute - "Smart Start" Feeding - Envelope Sealing - Auto Thickness Adjustment up to 1/2" Thick - Includes Total Funds - Easy to Operate LED Display - Includes 25 Departmental Accounts - Programmable Tape Dispenser - Automatic Date Setting - 4-Digit Password Security - IBIP Compliant/HP Digital Printing - Customizable Text Messaging - Integrated weighing platform- 5 lbs Mail Finance to relieve existing Pitney Bowes lease #8000-9090-0917-9834 obligation not to exceed \$1,315.50	1	63 months	\$135.00 Price is before tax

Shipment, F.O.B. Factory will be approximately 2.3 weeks after receipt of your order. All prices are quoted for immediate acceptance and subject to change without notice unless otherwise stated. Terms CASH OR LEASE. Major supply costs detailed:

Thank You,


Ashleigh Jackson 662-285-8116

Customer Acceptance: Please enter our order for the above, subject to the terms and conditions on the reverse; If multiple quantities or items shown,

☒ Consider this our order.

☐ Our purchase order will follow.
(Number if Known)

By A

Title X

Date A

MCC201-4/11

TERMS AND CONDITIONS

Terms of payment and reservation of title:

1. Terms on all productions, software, equipment (sold or rented), and maintenance agreements are cash. Supplies are net 10 days. Memphis Communications Corporation (MCC) reserves the right to ship C.O.D. to purchasers with unapproved credit ratings.
2. Purchaser hereby gives to MCC a security interest in the equipment and personal property purchased hereunder to secure payment of the total sales price. Failure to pay for the equipment or personal property described in this contract in accordance with the terms hereunder will constitute a default hereunder and MCC will be entitled to enforce all the rights and remedies allowed a secured party under T.C.A. - Sec. 47-9-101 et seq. Purchaser further agrees to execute UCC financing statements in order for MCC to perfect its security interest in the property against third parties. Upon payment in full being made hereunder, including any and all interest and/or service charges due, MCC shall file a release of UCC financing statement filed in accordance with the terms stated herein.
- ~~3. If and in the event this account is placed in the hands of an attorney for collection, by suit or otherwise or in any way to enforce its collection, purchaser agrees to pay all court costs of collection and litigation together with a reasonable attorney's fee.~~
at the rate allowed by Mississippi Code Section 31-7-305
4. Purchaser agrees to pay an interest of ^{1.12%} 1.12% per month (13.44% annual interest rate) on all past due accounts.
5. Memphis Communications Corporation is not responsible for misuse or misapplication of its products, intentional or otherwise. All warranties (implied or expressed) are that of the manufacturers. ~~Under no such circumstances shall MCC be liable for any consequential or contingent damages.~~
6. Any alterations or deviation from the specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Purchaser to carry fire, tornado, and other necessary insurance on equipment or work to be performed.
7. Certain merchandise may be exchanged (subject to shelf life) upon receiving written approval from Memphis Communications Corporation. Such exchange of merchandise will be subject to a 20% restocking charge.
8. This order is non-cancelable. Any deposits, prepayments or installments cannot be refunded.

Service and Maintenance Agreements

9. As a condition of providing service, customer agrees to remain current on all future invoices including invoices for supplies as well as any other invoices between Memphis communications Corporation and customer. Should customer become delinquent on any future invoice for any reason, Memphis Communications Corporation may in its sole discretion terminate existing service agreement upon failure of customer to satisfy any and all delinquent invoices within 10 days of notice of such delinquency from Memphis Communications Corporation to customer. Upon termination for customer's failure to satisfy invoice, Memphis Communications Corporation may terminate any and all maintenance agreements without recourse or penalty and customer will still be liable for all sums due under this agreement.

Exclusions

- A. Electrical work external to the equipment is not covered. Telephone company charges to install or improve telephone lines are the responsibility of the customer. Any charges by an outside source to improve electric or network lines are the responsibility of the customer. Network wiring to improve or connect the hardware to a computer or network is not included and is the responsibility of the customer.
- B. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment is not covered. There will be additional charges for service for malfunctioning equipment when unauthorized parts, supplies, attachments or conflicting software is used with equipment.
- C. Service necessitated as a result of alterations, malfunctioning computer, or network hardware is not covered. In addition, alterations or malfunctioning computer or network operating system, application, and/or network operating software are not covered. In such event, Memphis Communications Corporation reserves the right to terminate service contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.
- D. The reinstallation of drivers and/or installation of connected devices due to changes in network operating systems or malfunction of devices are not covered and will be billed at our current hourly rates.

Freight Damage and Shortage:

10. In case of damaged merchandise - mark bill of lading explaining damage and have driver sign. File claim directly with carrier or your own insurance company. If damage is concealed, call carrier and request inspection. Hold containers with packing and merchandise until agent has made an inspection report.
11. If you do not receive the correct number of cartons - note on bill of lading and have driver sign.
12. On shortages of contents inside cartons - recheck contents against quantities shown in shipped column. The apparent shortage may be a backordered item. If you are still unable to reconcile the shortage, notify us immediately. Shortages will not be considered unless we are notified in writing within 10 days.
13. This document incorporates the entire terms and conditions of the purchase of the products or services described on the reverse side. No verbal representations will be honored unless confirmed in writing on official MCC letterhead and signed by corporate official.

Section (A) Office Information

Office Number	Office Name	Phone #	Date
6113	MCC Mississippi	(601) 228-1800	02/28/2019

Section (B) Billing Information

Company Name	Starkville Utilities		
DBA			
Billing Address	200 N Lafayette St.		
City State Zip+4	Starkville	MS	39759
Contact Name		Phone	
Contact Title		Fax	
Email Address		PO #	

Section (C) Installation Information (if different from billing information)

Company Name	Starkville Utilities		
Installation Address	200 N Lafayette St.		
City State Zip+4	Starkville	MS	39759
Contact Name		Phone	
Contact Title		Fax	
Email Address			
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN600AFSHWP5	IN Series 600 Base w/ Autofeeder, Sealer, Catch Tray, Ink Cartridge, LAN Cable & INWPS

Section (E) Lease Payment Information & Schedule

Tax Status: ☒ Taxable ☐ Tax Exempt Certificate attached Billing Frequency: ☐ Monthly ☒ Quarterly ☐ Annually Billing Method: ☒ Standard	Number of Months First 63 Monthly Payment (Plus applicable taxes) \$135.00
	Current Lease Number:
	☐ ACH (Customer to submit authorization form)

Section (F) Postage Meter & Postage Funding Information

Meter Model	IN600AFAI	Machine Model	IN600AFSHWP5
Postage Funding Method: ☒ Bill Me ☐ Prepay by Check ☐ ACH Debit (Submit customer authorization form)		Postage Funding Account: ☐ POC ☐ TMS ☒ New ☐ Existing Existing Account Number:	

Service Products (Check all that apply)

☒ Online Postal Rates iMeter™ App (SP10) ☐ Online Postal Expense Manager iMeter™ App (SP20/NeoStats) ☐ Online E-Services iMeter™ App (SP30) ☒ NeoShip PLUS - Requires NeoFunds/TotalFunds (EP70PLUS) ☒ NeoShip Install & User Guide (EP70GUIDES) ☐ RunMyMail ☐ 3G/4G Cell Service ☐ Maintenance ☒ Installation/Training ☐ Software Support
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Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initiated here _____

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Commercial-Equipment-Lease-Terms-USPS-Dealer-v4-18), which are also available at <https://www.neopost.com/terms/commercial-equipment-lease-terms-usps-dealer-v4-18.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature _____ Accepted by Neopost USA and its Affiliates	Print Name and Title _____ Date Accepted	Date Accepted
---	--	---------------

**Customer Information &
Business Practices**



I. Maintenance Agreements

On-Site Agreements - Memphis Communications Corporation offers Maintenance Agreements for all of the equipment we sell. These maintenance agreements include all parts and labor needed to maintain equipment in proper working order. Prices for the agreements are quoted upon request. These services are performed Monday through Friday, 8:00 a.m. to 5:00 p.m. at the customer's location. Our response time goal is an average of 4.0 hours. Your copy of your Maintenance Agreement will cover all of the details.

Company name: Starkville Electric
Address: 200 N Lafayette St, Starkville, MS 39759

Model of equipment: IN000AF Serial #: _____ Loc #: _____

Maintenance Agreement pricing for first year: \$ _____

Customer signature: X Date: X
Print name/title: _____

Salesman's signature: _____ Print name: _____

Date: _____

I wish to purchase a Maintenance Agreement at this time _____

I do not want to purchase an agreement at this time _____

Reason for refusal: Not needed at this time

Note: After the 90-day warranty period, an applicable inspection fee (see non-warranty repair pricing) of \$125.00 per hour (plus any applicable parts) will be charged prior to any equipment being placed under a Maintenance Agreement. Any parts required to bring the system up to factory specifications will be replaced and billed at the current parts price.

Service calls can be placed by contacting the Customer Service Call Center at 901/257-2500.

POWER SUPPLY CONTRACT

Date: _____

Contract No. _____

THIS POWER SUPPLY CONTRACT, made and entered into by and between **Weavexx LLC** (Customer), a corporation created, organized and existing under and by virtue of the laws of the State of Delaware; and **CITY OF STARKVILLE, MISSISSIPPI** (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi;

W I T N E S S E T H:

WHEREAS, Customer has been purchasing power from Distributor under for the operation of Customer's plant near Starkville, Mississippi; and

WHEREAS the Customer has requested a new Contract providing for firm contract demand for supply of electric power and energy for operation of the plant; and

WHEREAS, Distributor and Customer wish to agree upon the terms and / conditions under which electric power and energy will continue to be made available by Distributor to Customer;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 SCOPE

Distributor will supply electric power and energy to Customer, and Customer will purchase, receive and pay Distributor for such electric power and energy in accordance with this Contract.

ARTICLE 2 RULES AND REGULATIONS

The electric power and energy made available to the Customer by the Distributor under this Contract shall be delivered, taken, and paid for in accordance with the terms of this Contract and the Distributor's Schedule of Rules and Regulations (as amended, supplemented, or replaced), attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of the Rules and Regulations and the other provisions of this Contract, the latter shall control.

ARTICLE 3
EFFECTIVE DATE, TERM AND TERMINATION

3.1 - Effective Date

This Contract shall become effective as of 0000 hours Central Prevailing Time on June 1, 2019.

3.2 - Term and Termination of Contract

Contract shall continue in effect for an initial term of five (5) years beginning on the Effective Date and may be terminated by either party following two (2) years written notice to the other party. Such two (2) year notice to terminate can be given at any time following year three (3) of the initial term.

Further, it is also expressly recognized that this Contract may be terminated by Distributor, or power supply from Distributor under this Contract may be suspended, in accordance with the Rules and Regulations of the Distributor.

If Customer should give notice of termination hereunder, Distributor shall be under no obligation from the date of receipt of such notice to make or complete any additions to or changes in any transformation or transmission facilities for service to Customer unless Customer agrees to reimburse Distributor for its non-recoverable costs in connection with the making or completion of such additions or changes.

ARTICLE 4
AVAILABILITY OF POWER

Subject to other Provisions of this Contract, including its attachments and the Distributor's Schedule of Rules and Regulations, Distributor shall make firm power available to Customer in the amount of the Firm Contract Demand designated below.

Firm Contract Demand: 2,600 kW

ARTICLE 5
RATES

Attached hereto and hereby made a part hereof is Distributor's Manufacturing Service Rate, Schedule TDMSA, which is Distributor's currently effective time-of-use rate schedule applicable to customers contracting for electric service above 1,000 KW but not more than 5,000 KW demand. The power and energy made available for Customer hereunder shall be purchased and paid for by Customer in accordance with the provisions of said rates schedule, as modified or replaced from time to time by agreement between Distributor and TVA.

The minimum monthly bill for power and energy hereunder shall be determined in accordance with the paragraph of said rate schedule entitled "Minimum Bill".

In case of conflict between the Applicable Rate Schedule and the body of this Contract or the Rules and Regulations, either the body of this Contract, or the Rules and Regulations, as the case may be, shall control.

ARTICLE 6

CONDITIONS OF DELIVERY

6.1 - Delivery Point

The point of delivery for power and energy made available under this Contract shall be at:

- (a) Distribution Transformer Secondary Terminals

6.2 - Delivery Voltage and Frequency

The power made available at the delivery point specified in this contract shall be in the form of three-phase alternating current, 208 volts (for 208Y/120 volt services), 240 volts (for 240/120 services) and 480 volts (for 480Y/277 services) nominal, as applicable, and at a frequency of approximately 60 hertz. Except for temporary periods of abnormal operating conditions, voltage variations shall not exceed 7 percent up or down from a normal voltage to be determined from operating experience. Maintenance by Distributor at the Delivery Point of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Contract.

6.3 - Phase Balancing

Customer shall endeavor to take and use power and energy in such manner that the current will be reasonably balanced on all three phases. In the event that any check indicates that the current on the most heavily loaded phase exceeds the current on either of the other phases by more than 20 percent, Customer shall make at its expense, upon request by the Distributor, the changes necessary to correct the unbalanced condition. If an unbalanced condition is not corrected within 60 days, or such other period as may be agreed upon, Distributor may elect to meter the load on individual phases and compute the total demand as being equal to three times the maximum kW load on any phase. For all purposes under this contract, the load on any phase shall be the load measured by a wattmeter connected with its current coil in that phase wire and its potential coil connected between that phase wire and the neutral voltage point.

6.4 - Protective Equipment

Distributor shall not be obligated to provide equipment for the protection of Customer's lines, facilities, or equipment, but Distributor may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall, in Distributor's sole judgment, be capable of

satisfactory coordination with any protective equipment installed by Distributor. Customer shall exercise all reasonable precautions and install all equipment necessary to limit its total demand to the amount to which it is entitled under this contract.

6.5 - Facilities

Customer grants to Distributor for its use and without cost, such rights in, on, over, and across Customer's property as may be necessary or desirable in connection with the installation, maintenance, operation, repair, and replacement of any electrical facilities required to serve Customer. Notwithstanding anything in this Contract which might be construed to the contrary, any of the electric distribution facilities used in supplying power to Customer under this Contract may be used in serving other loads in any manner which Distributor may deem necessary or desirable.

6.6 - Distributed Generation

Separate Agreement is required by the Distributor prior to the Customer's interconnection of electric generation and related equipment (Distributed Generation) which is intended to operate in parallel with the Distributor's system.

Customer shall not interconnect Distributed Generation to the Distributor's system without the prior written consent of the Distributor.

Further, it is also expressly recognized if at any time Distributor, in its sole discretion, determines that the Customer's Distributed Generation may endanger Distributor's personnel or members of the general public, or may impair the integrity of Distributor's electric system, Distributor shall have the right to disconnect Customer's Distributed Generation from Distributor's system. Distributor shall not be obligated to compensate Customer for any loss of use of generation of energy during any and all periods of such disconnection.

6.7 - Metering

6.7.1 Determination of Power and Energy. Distributor shall be responsible for the installation and maintenance of the meters and associated equipment which in Distributor's judgment are needed to determine the amounts of power and energy used by Customer.

6.7.2 - Communication Circuit for Remote Access. It is recognized that remote communication access to the Distributor's revenue meter is necessary to facilitate billing under this Contract. Customer shall install and maintain a communication line and such communication equipment necessary for such access to the Distributor's revenue meter. This communication line and equipment shall be in accordance with the guidelines and specifications furnished or approved by the Distributor.

6.7.3- Metering Outputs. Customer may desire access to "kyl" pulse metering outputs from the Distributor's metering installation for such purposes as monitoring and load control; Distributor is willing to make such access available to Customer. Accordingly, Distributor may, if requested by Customer in writing, provide and install at Customer's expense such additional facilities as are necessary for Customer to access "kyl" pulse metering outputs at the Distributor's metering installation.

6.7.3.1 Noninterference with Metering. In exercising access to metering outputs, Customer shall not interfere with any operation, use of, or access to the metering installation by Distributor or TVA. In this regard Customer agrees to immediately modify its facilities and operations in any manner as may be requested by Distributor or TVA to avoid any such interference.

6.7.3.2 No Warranty of Outputs. Neither Distributor nor TVA makes any statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, (a) as to the accuracy or completeness of the metering outputs or as to such outputs' merchantability or fitness for any purposes for which Customer uses or will use them or (b) as to quantity, kind, character, quality, capacity, design, performance, compliance with specifications, condition, size, description of any property, merchantability, or fitness for any use or purpose of any facilities through which the metering outputs are supplied. Customer hereby waives, and releases Distributor, the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for consequential damages, arising out of or in any way connected with Customer's use of the metering outputs.

ARTICLE 7

ASSIGNMENT OF CONTRACT

Customer shall not assign this Contract without written consent of Distributor.

ARTICLE 8

WAIVERS; SEVERABILITY

8.1 Waiver. Any agreement on the part of either party to an extension or waiver of any provision hereof will be valid only if set forth in a written instrument signed on behalf of such party. A waiver by either party of the performance by the other party of any covenant, agreement, obligation, condition, representation, or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation, or warranty. A waiver by either party of the performance by the other party of any act hereunder will not constitute a waiver of the performance of any other act or an identical act required to be performed by such other party at a later time.

8.2 Severability. The unenforceability of any provision hereof will not render unenforceable or impair the remainder of this Contract, which will be deemed amended to delete or modify, as necessary, the invalid or unenforceable provisions.

ARTICLE 9
PREVIOUS ARRANGEMENTS

Any effective Power Supply Contracts that may exist between Customer and Distributor are hereby terminated as of the Effective Date of this Contract.

ARTICLE 10
DUPLICATE ORIGINALS

Any number of duplicate originals of this Contract may be executed, and all such duplicates shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the day and year first above written.

Weavexx LLC

By _____

Title:

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title:

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

.New Employee Introductions: Dr. Simon Kim, Community Development Director

.Recognition of Linemen Appreciation Month – Todd Gale of Columbus Water and Light presented a plaque of recognition to the Starkville Utility Linemen for their recent help in the Columbus area following the February 23, 2019 EF3 tornado. April is lineman appreciation month and many of the Starkville linemen were present and recognized.

BOARD OF ALDERMEN COMMENTS:

Alderman Little thanked Alderman Miller for his service to the City both as an Alderman and on the Planning and Zoning Committee. He then presented photos of areas which flooded April 13, 2019 during heavy rains. He asked that these areas be addressed with the new codes and that flooding be more closely addressed with all new construction. Alderman Vaughn noted that Carver Drive, Jackson Street, Gillespie Street and others in his ward did not handle the rain well either.

Alderman Carver encouraged everyone to turn out to vote for the 1% Park tax in that it will bring much needed facilities for the youth in the area.

Alderman Walker asked that voters ask questions and vote to not only construct the new Cornerstone Park but also to update the current parks.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed gratitude for the City's civil defense sirens during the past Saturday's bad weather. He noted water crossed several streets.

Chris Taylor, Ward 7, invited everyone to the May 4 NAACP banquet as well as the April 22 meeting of the Democratic Party.

Linda Bonner of the Rock Hill area, discussed more handicap services needed, flooding on Rock Hill Road and asked that the siren on Rock Hill Road near the Habitat Building be replaced.

Patti Drapala asked that the City look at the changes the County recently made in polling places.

Sam Kealford, Catherine Bowman and Charlotte McBride discussed the May 1 event at the Little Dooey Fellowship Place for the Starkville Table of Culinary Justice. Proceeds will go to the Mississippi Food Network.

John Tolliver, 26 Choctaw Road, asked that the City take steps to address a sewer backup claim.

Yulanda Haddix, Oktibbeha County NAACP President, also invited everyone to the NAACP banquet and noted that National NAACP President, Derrick Johnson, will be the keynote speaker.

PUBLIC APPEARANCES:

CANDACE WILLIAMS – APPRECIATION FOR ALZHEIMERS' LONGEST DAY

Ms Candice Williams asked that the City of Starkville declare June 22 Alzheimer awareness day. As a caregiver for her parents, Helen and Bobby Williams, she advocated for those suffering from this disease. She invited everyone to participate in the June 22 event scheduled at the Sportsplex.

PUBLIC HEARING: None

29. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019, OF THE MUNICIPALITY, IN THE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000); AND FOR RELATED PURPOSES.

Alderman Walker, duly seconded by Alderman Vaughn, offered a motion to approve a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, acknowledging and approving the sale and award of combined water and sewer system revenue bonds, series 2019, of the municipality, in the principal amount of ten million dollars (\$10,000,000); and for related purposes. 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 Ward 5	Vacant
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

(Bond documents on following page)

30. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of April 9, 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 Ward 5	Vacant
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	\$ 524,760.60
Airport Fund	015	24,290.71
Sanitation	022	105,857.18
Industrial Park Bond	303	170,050.34
Public Improvement Bonds 2018	319	280,831.37
Sub Total Before Utilities		\$ 1,105,790.20
Utilities Dept.	SED	1,075,389.42
Total Claims	Total	\$ 2,181,379.62

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF COMBINED WATER AND SEWER SYSTEM REVENUE BONDS, SERIES 2019, OF THE MUNICIPALITY, IN THE PRINCIPAL AMOUNT OF TEN MILLION DOLLARS (\$10,000,000); AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality hereby finds, determines, adjudicates, and declares as follows:

1. Definitions. In addition to any words and terms elsewhere defined herein, the following words and terms will have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended.

"Bond Resolution" shall mean the resolution adopted by the Governing Body on March 5, 2019, authorizing and directing the issuance of the Series 2019 Bonds.

"Clerk" shall mean the City Clerk of the Municipality.

"Mayor" shall mean the Mayor of the Municipality.

"Series 2019 Bonds" shall mean the Combined Water and Sewer System Revenue Bonds, Series 2019, of the Municipality, in the principal amount of Ten Million Dollars (\$10,000,000), authorized and directed to be issued in the Bond Resolution.

"Underwriter" shall mean Stephens, Inc., Little Rock, Arkansas, along with associates, Crews & Associates, Little Rock, Arkansas, and Duncan-Williams, Inc., Memphis, Tennessee, the successful bidder for the Series 2019 Bonds.

All capitalized terms not otherwise defined herein will have the meaning set forth in the Bond Resolution.

2. The Governing Body on March 5, 2019, did adopt a resolution including the form of the Notice of Bond Sale directing that the Series 2019 Bonds be offered for sale on sealed bids to be received at the prescribed location until the hour of 4:00 p.m. on April 2, 2019. In order to give more time to potential bidders for the Series 2019 Bonds, the Notice of Bond Sale was amended and published to state that the Series 2019 Bonds be offered for sale on sealed bids to be received at the prescribed location until the hour of 3:00 p.m. on April 16, 2019.

3. As directed by the Bond Resolution and as required by Section 31-19-25, Mississippi Code of 1972, as amended, the Notice of Bond Sale was duly published in *The Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, said notice having been published in said newspaper at least two (2) times, said publication having been made in said newspaper on April 4, 2019, and April 11, 2019, and the first publication having

been made at least ten (10) days preceding April 16, 2019, all as shown by the proof of publication of the Notice of Bond Sale attached hereto as **Attachment A**.

4. The Clerk, acting on behalf of the Governing Body, did appear at City Hall in the Municipality at 3:00 o'clock p.m. on April 16, 2019, to receive bids.

5. At said time and place, six (6) bids for the Series 2019 Bonds (attached hereto as **Attachment B**) were received, examined, and should be considered by the Governing Body, said bids having heretofore been presented to and being on file with the Clerk.

6. The Governing Body finds and determines that the highest and best bid made for the Series 2019 Bonds on the basis of the lowest net interest cost over the life of the Series 2019 Bonds was made by Stephens, Inc., Little Rock, Arkansas, along with associates, Crews & Associates, Inc., Little Rock, Arkansas, and Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter"), and further finds that said bid was accompanied by a cashier's check, certified check, or exchange, payable to the Governing Body in the amount of Two Hundred Thousand Dollars (\$200,000), and issued or certified by a bank located in the State of Mississippi, as a guaranty that said bidder would carry out its contract and purchase the Series 2019 Bonds if its bid be accepted.

7. The Governing Body further authorizes the Clerk to endorse upon a copy or duplicate of the highest and best offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

8. Pursuant to the Notice of Bond Sale for the Series 2019 Bonds, the Underwriter has the right to designate a bank to act as paying agent, registrar, and transfer agent for the Series 2019 Bonds (the "Paying Agent") subject to the approval of the Municipality. In order that the designation may be made in a timely fashion, the Mayor and/or Clerk should be authorized to approve or disapprove the designation by the Underwriter, without the necessity of further action by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. Notice of Bond Sale. The terms and provisions of the Notice of Bond Sale are hereby made a part of this resolution as though set forth in full herein.

SECTION 2. Award of Bonds. The award of the sale of the Series 2019 Bonds to the Underwriter in accordance with the offer submitted to the Municipality and attached hereto as **Attachment C** is hereby acknowledged, confirmed, and approved.

SECTION 3. Notation of Acceptance. The Clerk is authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

SECTION 4. Good Faith Checks. The return of the good faith checks filed by all unsuccessful bidders upon their respective receipts therefor is approved upon, and the good faith check filed by the Underwriter shall be retained by the Municipality as a guaranty that the

Underwriter will carry out its contract and purchase the Series 2019 Bonds. If the Underwriter fails to purchase the Series 2019 Bonds pursuant to its bid and contract, the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure.

SECTION 5. Bond Details. The Series 2019 Bonds shall be in registered form; shall be dated and bear interest from May 1, 2019; shall be issued in the denomination of Five Thousand Dollars (\$5,000) each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in the order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America to the Paying Agent; shall bear interest from the date thereof, payable on May 1, 2020, and semiannually thereafter on May 1 and November 1 of each year; and shall mature and become due and payable serially, with option of prior payment as detailed in the Bond Resolution, as heretofore provided, on May 1 in the years and principal amounts and at the rates as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2020	\$335,000	3.00%
2021	\$350,000	3.00%
2022	\$365,000	3.00%
2023	\$380,000	4.00%
2024	\$395,000	4.00%
2025	\$410,000	4.00%
2026	\$425,000	4.00%
2027	\$440,000	4.00%
2028	\$460,000	4.00%
2029	\$480,000	3.00%
2030	\$495,000	3.00%
2031	\$515,000	3.00%
2032	\$535,000	3.00%
2033	\$560,000	3.00%
2034	\$580,000	3.00%
2035	\$605,000	3.00%
2036	\$630,000	3.00%
2037	\$655,000	3.00%
2038	\$680,000	3.00%
2039	\$705,000	3.00%

SECTION 6. Paying Agent. The Mayor and/or Clerk are hereby authorized to approve or disapprove the Paying Agent, without further approval of the Governing Body.

SECTION 7. Repealer. All orders, resolutions, or proceedings of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

SECTION 8. Effective Date. For cause, this resolution shall become effective immediately upon the adoption thereof.

Following the reading of the foregoing resolution and discussion thereof, Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Patrick Miller	voted: _____
Alderman Roy A. Perkins	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 16th day of April, 2019.

CITY OF STARKVILLE, MISSISSIPPI

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

AFFP
NOTICE OF BOND SALE

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

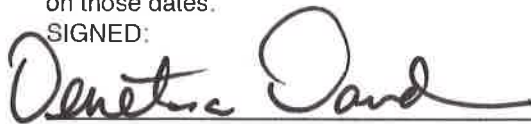
Denetra Darden, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 04, 2019, April 11, 2019

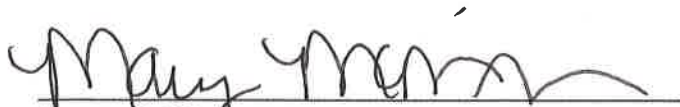
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 11th day of April 2019.



Mary E. McMullen, Oktibbeha County, Mississippi

My commission expires: December 28, 2021

00000288 00083740 601-949-4687

Attn: Melanie Parker
Jones Walker - Attorney (SDN)
P.O. Box 427
Jackson, MS 39205-0427



AFFP

Notice to Taxpayers

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Denetra Darden, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 11, 2019

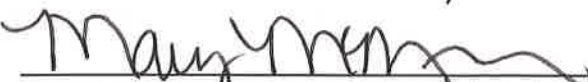
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 11th day of April 2019.



Mary E. McMillen, Oktibbeha County, Mississippi

My commission expires: December 28, 2021

00000288 00083850 601-949-4687

Attn: Melanie Parker
Jones Walker - Attorney (SDN)
P.O. Box 427
Jackson, MS 39205-0427



**IN THE CHANCERY COURT OF
OKTIBBEHA COUNTY, MISSIS-
SIPPI**

**IN RE: VALIDATION OF
\$10,000,000 CITY OF STARK-
VILLE, MISSISSIPPI, COM-
BINED WATER AND SEWER
SYSTEM REVENUE BONDS,
(the "Series 2019 Bonds")
NO.: 19-122-RPF**

NOTICE TO TAXPAYERS

**TO: THE TAXPAYERS OF THE
CITY OF STARKVILLE, MISSIS-
SIPPI**

You are hereby notified that the matter of the validation of the above described obligations will be heard on the 22nd day of April, 2019, at 9 o'clock a.m., in the Chancery Court of Oktibbeha County, Mississippi, at the Oktibbeha County Courthouse in the City of Starkville, Mississippi, at or before which time and date written objections to the validation of the issuance of said obligations, if any, must be filed.

By order of the Chancellor, this the 1st day of April, 2019.

**SHARON LIVINGSTON
CHANCERY CLERK
OKTIBBEHA COUNTY, MISSIS-
SIPPI**

BY: s/Terri Clifford, D.C.

**Publish:
April 11, 2019**

31. CONSIDERATION OF APPROVAL OF \$26,223.00 FOR YOUTH BASEBALL UNIFORMS FROM REX TEAM SPORTS, THE LOWEST AND BEST QUOTE.

Alderman Walker offered a motion to approve the purchase of youth baseball uniforms from Rex Team Sports, the lowest and best bidder, in the amount of \$26,223.00. Alderman Sistrunk seconded the motion and 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 Ward 5	Vacant
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

	REX Team Sports	SCORE Sports	Sports Specialty
Youth Jersey	\$ 7.50	\$ 11.75	\$ 9.85
Adult Jersey	\$ 7.50	\$ 11.75	\$ 9.85
Youth TB Pant	\$ 7.00	\$ 9.95	\$ 9.00
Youth Pant	\$ 11.00	\$ 14.45	\$ 14.00
Adult Pant	\$ 11.00	\$ 14.45	\$ 16.00
Youth Hat	\$ 7.50	\$ 7.45	\$ 8.90
Adult Hat	\$ 7.50	\$ 7.45	\$ 8.90
Belt	\$ 4.00	\$ 3.75	\$ 3.90
TB Uniform	\$ 26.00	\$ 32.90	\$ 31.65
Youth Uniform	\$ 30.00	\$ 37.40	\$ 36.65
Adult Uniform	\$ 30.00	\$ 37.40	\$ 38.65

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

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

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Ward 5	Vacant
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

33. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of discussing the job performance of SPD Officers during the April 13, 2019 storm. Following a second by Alderman Sistrunk, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Ward 5	Vacant
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussing the job performance of SPD Officers during the April 13, 2019 storm. At this time, the Board entered Executive Session.

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

Alderman Perkins offered a motion to return to Open Session. Alderman Carver seconded the motion and 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 Ward 5	Vacant
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

35. MOTION TO ADJOURN UNTIL MAY 7, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until May 7, 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 Ward 5	Vacant
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)