MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
JUNE 4, 2019

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 4, 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 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.

SWEARING IN OF NEWLY ELECTED WARD 5 ALDERMAN HAMP BEATTY

As a result of the May 30, 2019 Special Election, Mayor D. Lynn Spruill swore in Preston Hamilton Beatty as the City of Starkville Ward 5 Alderman.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little asked to add the following items to consent:
IX – B and C
X – A and B with Alderman Vaughn as delegate and Alderman Carver as alternate
XI – B. 2. b, c, d, e; F. 1, 2; G. 1, 2, 3, 4; I. 1; J. 1, 2; and L. 1, 2.

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 Sistrunk, to approve the June 4, 2019 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, JUNE 4, 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

SWEARING IN OF NEWLY ELECTED WARD 5 ALDERMAN
HAMP BEATTY

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

A. CONSIDERATION OF THE MINUTES OF THE MAY 7, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

B. CONSIDERATION OF THE MINUTES OF THE MAY 17, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: SECURITY CAMERAS

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

1. PUBLIC HEARING AND CONSIDERATION OF CU 19-06 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE PLACED AT 1560 LOUISVILLE STREET IN A R-5 ZONE WITH THE PARCEL NUMBER 105-16-009.00.

2. PUBLIC HEARING AND CONSIDERATION OF RZ 19-02 A REQUEST BY CARPENTER COURT 2019, LP TO REZONE ONE SPLIT ZONED PARCEL FROM C-1 BUSINESS AND R-5 RESIDENTIAL TO R-5 RESIDENTIAL LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOUISVILLE STREET AND SAND ROAD WITH THE PARCEL NUMBER 105B-00-001.05.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING ON THE ADOPTION OF AN ANNEXATION ORDINANCE FOR THE CITY OF STARKVILLE.

B. CONSIDERATION OF AN AGREEMENT WITH THE HOMESTEAD EDUCATION CENTER FOR THE USE OF THE J L KING CENTER FOR THE MONTHS OF JUNE AND JULY, 2019.

C. CONSIDERATION OF CHOOSING THE QUALIFICATIONS OF THE CONSULTING FIRM FARMER–MORGAN TO COMPLETE AND APPLY FOR US DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) AND APPALACHIAN REGIONAL COMMISSION GRANTS FOR IMPROVEMENTS TO THE DR. MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 CORRIDOR.

D. CONSIDERATION OF A RESOLUTION TO LEVY AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX IMPOSED BY THE CITY OF STARKVILLE, MISSISSIPPI ON THE GROSS REVENUE OF HOTELS, MOTELS AND RESTAURANTS FOR THE PURPOSE OF IMPROVING THE CITY OF STARKVILLE'S PARKS AND RECREATION FACILITIES.

X. BOARD BUSINESS

A. CONSIDERATION OF ADVERTISING FOR THE FIVE (5) YEAR TERM ON THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY BOARD HELD BY FRANK CHILES AND SET TO EXPIRE ON JUNE 30, 2019.

B. CONSIDERATION OF A RESOLUTION APPOINTING HENRY VAUGHN SR. AS THE 2019 VOTING DELEGATE AND BEN CARVER AS THE ALTERNATIVE VOTING DELEGATE FOR THE CITY OF STARKVILLE TO THE 2019 MISSISSIPPI MUNICIPAL LEAGUE SUMMER CONFERENCE IN BILOXI, MS JUNE 24 - 26, 2019.

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. CONSIDERATION OF A SPECIAL EVENT REQUEST BY MISSISSIPPI STATE STUDENT ASSOCIATION TO HOLD THE 2019 BULLDOG BASH AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

b. CONSIDERATION OF VARIANCE REQUEST VA 19-08, A REQUEST BY LEWKO PROPERTIES FOR VARIANCE RELIEF FROM WALL SIGN SIZE REQUIREMENTS FOR A BUSINESS LOCATED AT 311 HIGHWAY 12 WEST SUITE B AND C IN A C-2 ZONING DISTRICT WITH THE PROPERTY #102G-00-032.00.

c. CONSIDERATION OF VARIANCE REQUEST VA 19-07, A REQUEST BY NEIL HEITZMANN FROM THE LOCATION REQUIREMENTS FOR AN ACCESSORY STRUCTURE FOR A RESIDENCE LOCATED AT 92 FRENCHMAN STREET IN AN R-3 ZONE WITH THE PROPERTY NUMBER 102H-00-191.18.

d. CONSIDERATION OF VARIANCE REQUEST VA 19-09, A REQUEST BY NEIL HEITZMANN FROM THE LOCATION REQUIREMENTS FOR AN ACCESSORY STRUCTURE FOR A RESIDENCE LOCATED AT 71 FRENCHMAN STREET IN AN R-3 ZONE WITH THE PROPERTY NUMBER 102H-00-191.17.

e. CONSIDERATION OF ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT (CLG) TO PREPARE A COMPREHENSIVE HISTORIC PROPERTY SURVEY PLAN FOR THE CITY OF STARKVILLE AT A TOTAL COST OF $17,000.00 WITH $8,500.00 TO BE REIMBURSED BY THE GRANT.

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 MAY 28, 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 A LEASE AGREEMENT WITH REGIONS EQUIPMENT FINANCE CORPORATION IN THE AMOUNT OF $836,500 OVER SEVEN YEARS TO BE MADE ANNUALLY IN ADVANCE BEGINNING OCTOBER OF 2019 AT 2.59% INTEREST FOR THE LEASE PURCHASE OF (2) REAR LOADER TRUCKS, (1) FRONT LOADER TRUCK AND (1) KNUCKLE BOOM TRUCK TO BE USED BY STARKVILLE SANITATION DEPT.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO BEN RUSH TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT AT 1329 BABYLON ROAD.

2. REQUEST PERMISSION TO PURCHASE A 52” LAWNMOWER FOR FIRE DEPARTMENT LAWNS FROM OKTIBBEHA COUNTY CO-OP FOR THE COST OF $8,080.00, THE LOWER OF TWO QUOTES RECEIVED.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE BRADY HAYNES AND JOSHUA REED AS AN APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.

2. REQUEST AUTHORIZATION TO ADVERTISE FOR THREE (3) MAINTENANCE WORKERS IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE DONTAVIOUS HOWARD AS A TEMPORARY

FULL-TIME DRIVER IN THE SANITATION / ENVIRONMENTAL SERVICES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE FOUR (4) ADDITIONAL SEASONAL LIFEGUARDS IN THE PARKS AND RECREATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST PERMISSION TO ACCEPT THE CHRISTOPHER AND DANA REEVE FOUNDATION GRANT FOR THE AMOUNT OF $25,000.00 TO BE USED FOR INCLUSION AND ACCESSIBILITY IMPROVEMENTS AT J.L. KING SENIOR MEMORIAL PARK.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW CPL. PAUL WOODS AND OFFICER COLBY HUFFMAN TO ATTEND THE TASER INSTRUCTOR COURSE, AT CAMP SHELBY ON JULY 9-10, 2019 AT AN ESTIMATED COST OF $1,250.00 EACH.

2. CONSIDERATION OF APPLICATION FOR FY19 OFFICE OF JUSTICE PROGRAMS BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF $7,488.00 WITH A POLICE DEPARTMENT MATCH OF $3,744.00.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF LOWEST AND BEST BID FROM HOWARD INDUSTRIES, INC. OF LAUREL, MISSISSIPPI FOR TWO (2)18/24/30 MVA POWER TRANSFORMERS FOR SOUTHWEST STARKVILLE PRIMARY SUBSTATION MATERIAL IN THE AMOUNT OF $864,342.00.

2. REQUEST APPROVAL FOR JACOB FORRESTER OF STARKVILLE UTILITIES TO TRAVEL TO DALLAS, TX TO ATTEND THE 44TH ANNUAL HONEYWELL USER GROUP AMERICAS CONFERENCE ON JUNE 9TH-14TH, FOR A USER TRAINING CONFERENCE FOR THE AMI SYSTEM THE CITY HAS IMPLEMENTED WITH COSTS NOT TO EXCEED $3,500.00.

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

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

A. LAND ACQUISITION

B. POTENTIAL LITIGATION

XV. <u>OPEN SESSION</u>

XVI. <u>RECESS UNTIL JUNE 18, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.</u>

requested.

Consent items 2 – 20:

2. CONSIDERATION OF AN AGREEMENT WITH THE HOMESTEAD EDUCATION CENTER FOR THE USE OF THE J L KING CENTER FOR THE MONTHS OF JUNE AND JULY, 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval of an agreement with the Homestead Education Center for the use of the J L King Center for the months of June and July, 2019" is enumerated, this consent item is thereby approved.

LEASE AGREEMENT

THIS AGREEMENT is entered into on this the 1st day of June, **2019**. This agreement is between the City of Starkville, Mississippi, hereinafter referred to as “LANDLORD” and The Homestead Education Center, hereinafter referred to as “TENANT”.

For and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto agree as follow:

1. *PREMISES* – The LANDLORD leases to TENANT for use as an educational facility the following described space: the J.L. King Center, located at 700 Long Street, Starkville, Mississippi, 39759.

2. *TERM* - The term of this lease shall commence on June 1, 2019, and shall run month-to-month. Either party may terminate this lease for convenience or cause upon 30-day written notice to the other party.

3. *RENT* – In lieu of monthly rental payments, TENANT shall have the sole responsibility, at its sole cost and expense, for any and all repairs, maintenance, upkeep, utilities (i.e. electricity, water, and sewage), and use of the J.L. King Center.

4. *SECURITY* – The security deposit shall be $500.00 for this unit.

5. *IMPROVEMENTS* – The TENANT may make structural changes to the interior of the rented space, only after securing the written approval of the LANDLORD. The structural changes proposed must be submitted in writing outlining the details of the changes to be made. TENANT acknowledges that the LANDLORD may require the TENANT to restore the space to its original condition at the time the TENANT leaves the premises.

6. *SIGNAGE* –Any sign must be approved by the LANDLORD and conform with the City’s sign ordinance. No sign or notice may be used, posted or erected by the TENANT without the written approval of the LANDLORD. In the event of damage or deterioration of the signage, the TENANT has 90 days to repair or replace signage to reasonable condition in conformance with the upkeep responsibility of the premises.

7. *COMMON AREA* - The LANDLORD is responsible for maintaining the landscaping, but proper clean-up of the building and grounds is the responsibility of the TENANT. If after notification of the delinquency, the LANDLORD is required to assume the cleanup of the area due to the TENANT’S negligence, the LANDLORD will assess a cleanup fee of twenty-five dollars per incident. The back of the TENANT’S leased space is also considered a common area and must be kept by the TENANT reasonably clean and free of debris.

8. *REPAIRS* – The TENANT will be responsible for all regular maintenance and repairs, including but not limited to the replacement of the air conditioning filters, wall switches, the repair of blocked or stopped up plumbing, repairs of light fixtures, and repairs of signage for the TENANT’s unit, *etc.* The LANDLORD shall only replace defective and worn motors,

compressors and other major components of the air conditioning system. The TENANT will pay for all normal maintenance and servicing of the air conditioning and heating systems for the leased space. Such regular maintenance shall be done so as not to compromise the functioning of the system and damage the unit(s).

9. *SUBLET* – During the term of this lease, the TENANT may not sublease or assign the space to another party unless approved in writing by the LANDLORD. If the TENANT does so, then the TENANT remains liable for all rents and other obligations under this lease agreement.

10. *PARTIES* – The parties to this agreement are solely in a contractual relationship and this agreement in no way constitutes or creates a partnership, limited liability company or joint venture.

11. *INSURANCE* – The LANDLORD will, during the lease term, keep the leased premises insured. However, in addition, the TENANT shall maintain liability and property damage insurance with a minimum policy limit of One Million Dollars ($1,000,000.00) with respect to the leased space which is the subject of this contract. The insurance shall name the LANDLORD as an additional insured and contain a waiver of subrogation in favor of the LANDLORD. The TENANT shall provide copies of the insurance to the LANDLORD. Such insurance shall be provided directly from the Insurer. The TENANT may not occupy the premises until proof of insurance has been presented to the LANDLORD and approved in writing by the LANDLORD.

12. *FIXTURES* – If the TENANT performs all other obligations under this lease agreement, the TENANT shall have the right to remove from the leased premises all machinery, fixtures and equipment installed by the TENANT at the expiration of the term, provided the TENANT will repair any damage to the space and leased premises caused by such removal.

13. *CONDITION* – The TENANT agrees to keep the leased premises in good condition. The TENANT shall sweep the sidewalk and keep the windows and sills clean and in an attractive condition.

14. *RE-ENTRY* – If the TENANT abandons the leased space before the end of the lease term, or if the TENANT fails to abide by any provision in this lease agreement, then the LANDLORD may forthwith cancel this lease, re-enter the leased premises.

15. *LEGAL* – If the LANDLORD is required to employ an attorney to enforce any term of this agreement, the TENANT agrees to pay the LANDLORD'S reasonable attorney's fees of not less than $1,000.00 together with all cost of collection.

16. *DAMAGE* – It is expressly agreed and understood that the LANDLORD shall not be liable for any damage or injury which may be sustained by the TENANT or any other person where such damage or injury is caused by the carelessness, negligence, or improper conduct of the TENANT, TENANT'S agents, TENANT'S employees and/or TENANT'S customers or users. It is further agreed that if the LANDLORD is required to make repairs to the premises by reason of TENANT'S acts, omissions or negligence or if TENANT refuses or

neglects to repair as required, LANDLORD may make such repairs without liability to TENANT for any loss or damage to TENANT'S merchandise, fixtures or other property or to TENANT'S business by reason thereof. Upon completion, TENANT shall reimburse LANDLORD'S costs for making such repairs plus 20% of such costs for overhead and supervision.

17. *NUISANCE* – It is expressly agreed and understood that the TENANT will at all times conduct his/her business in such a manner as not to create a nuisance or an annoyance to the neighbors and parking area of the leased premises.

18. *COMPETITION* – LANDLORD covenants that at no time during the period of this lease will any space in the J.L. King Center be rented that would act in competition to the TENANT without TENANT'S agreement and consent.

19. *BANKRUPTCY* – In the event that the TENANT files for bankruptcy protection, the rent obligation, if any, accelerates for the full rental term, and the authorized agents of the TENANT agree to be held personally liable for the remainder of the rent due to the LANDLORD.

20. *INDEMNIFICATION* - TENANT releases LANDLORD from liability, and shall defend, indemnify, and hold harmless LANDLORD from any and all claims, suits, judgments, damages, attorney fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to TENANT'S occupancy or use of the leased premises.

IN WITNESS WHEREOF the parties have executed this agreement on the ______ day of ___________, 2019.

____
Alison Buehler
Director, The Homestead Education Center

____
D. Lynn Spruill
Mayor, Starkville, MS

3. CONSIDERATION OF CHOOSING THE QUALIFICATIONS OF THE CONSULTING FIRM FARMER–MORGAN TO COMPLETE AND APPLY FOR US DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) AND APPALACHIAN REGIONAL COMMISSION GRANTS FOR IMPROVEMENTS TO THE DR. MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 CORRIDOR.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval of choosing the qualifications of the consulting firm Farmer-Morgan to complete and apply for the US Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) and Appalachian Regional Commission (ARC) Grants for Improvements to the Dr. Martin Luther King, Jr. Drive/Highway 182 corridor" is enumerated, this consent item is thereby approved.

(Proposal on following page)

4. CONSIDERATION OF APPROVAL OF ADVERTISING FOR THE FIVE (5) YEAR TERM ON THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY BOARD HELD BY FRANK CHILES AND SET TO EXPIRE ON JUNE 30, 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval of advertising for the five (5) year term on the Golden Triangle Regional Airport authority Board held by Frank Chiles and set to expire on June 30, 2019" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF A RESOLUTION APPOINTING HENRY VAUGHN SR. AS THE 2019 VOTING DELEGATE AND BEN CARVER AS THE ALTERNATIVE VOTING DELEGATE FOR THE CITY OF STARKVILLE TO THE 2019 MISSISSIPPI MUNICIPAL LEAGUE SUMMER CONFERENCE IN BILOXI, MS JUNE 24 - 26, 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution appointing Henry Vaughn Sr. as the 2019 voting delegate and Ben Carver as the alternative voting delegate for the City of Starkville to the 2019 Mississippi Municipal League summer conference in Biloxi, MS" is enumerated, this consent item is thereby approved.

RESOLUTION

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2019 VOTING DELEGATES FOR THE CITY OF STARKVILLE, MS

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a President from the Central District; and

WHEREAS, the amended bylaws require the Board of Aldermen to designate in its minutes the voting delegate and alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE:

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate for the 2019 Mississippi Municipal League election to be held at the annual convention on June 24 – June 26, 2019 are as follows:

Voting Delegate: Alderman Henry Vaughn, Sr.
First Alternate: Alderman Ben Carver

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Alderman David Little, seconded by Alderman Sandra Sistrunk, and was adopted by the following vote, to-wit:

Alderman Ben Carver: Absent
Alderman Sandra Sistrunk: Aye
Alderman David Little: Aye
Alderman Jason Walker: Aye
Alderman Hamp Beatty: Aye
Alderman Roy A'. Perkins: Aye
Alderman Henry Vaughn: Aye

The Mayor thereby declared the motion carried and the Resolution adopted, this the 4th day of June, 2019.

APPROVED: ______________________________
D. Lynn Spruill, Mayor
City of Starkville, MS

ATTEST: __________________________
Lesa Hardin, City Clerk

6. CONSIDERATION OF VARIANCE REQUEST VA 19-08, A REQUEST BY LEWKO PROPERTIES FOR VARIANCE RELIEF FROM WALL SIGN SIZE REQUIREMENTS FOR A BUSINESS LOCATED AT 311 HIGHWAY 12 WEST SUITE B AND C IN A C-2 ZONING DISTRICT WITH THE PROPERTY #102G-00-032.00.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval of variance request VA 19-08, a request by Lewko Properties for variance relief from wall sign size requirements for a business located at 311 Highway 12 West Suite B and C in a C-2 zoning district with the property #102G-00-032.00" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF VARIANCE REQUEST VA 19-07, A REQUEST BY NEIL HEITZMANN FROM THE LOCATION REQUIREMENTS FOR AN ACCESSORY STRUCTURE FOR A RESIDENCE LOCATED AT 92 FRENCHMAN STREET IN AN R-3 ZONE WITH THE PROPERTY NUMBER 102H-00-191.18.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval of variance request VA 19-07, a request by Neil Heitzmann from the location requirements for an accessory structure for a residence located at 92 Frenchman Street in an R-3 zone with the property number 102H-00-191.18" is enumerated, this consent item is thereby approved.

April 18, 2019

The Honorable Lynn Spruill, Mayor
City of Starkville
110 West Main Street
Starkville, MS 39759

Reference: Better Utilizing Investments to Leverage Development (BUILD) Grant Application Preparation, Letter of Interest

Dear Mayor Spruill:

Farmer | Morgan, L.L.C. is pleased to have the opportunity to submit a letter of interest for services referenced above. The following proposal describes our understanding of the request based on review of the Request for Qualifications (RFQ) due April 24, 2019. This letter discusses our firm's methodology, the general scope of our services, and our qualifications and experience.

PROJECT INFORMATION

Farmer | Morgan has evaluated the need for professional consultant grant application preparation services for the 2019 Federal Highway Administration's Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant for the City of Starkville, Mississippi. The grant application services involve the development of a Benefit-Cost Analysis, and if the grant is awarded, the consultant will provide the following professional services:

2) Design Phase Services
3) Right-of-Way Phase Services
4) Utility Relocation Phase Services
5) Construction Phase - Construction, Engineering and Inspection Services (CEI)

We propose a project team consisting of Farmer | Morgan staff who have experience in preparing BUILD (formerly the Transportation Investment Generating Economic Recovery (TIGER) program) grant applications, and who are qualified for Architecture & Engineering (A&E), and Construction, Engineering & Inspection (CE&I). Farmer | Morgan, LLC carries an unlimited contract status with the State of Tennessee Department of Transportation and is prequalified for Architecture & Engineering Services for Design and for Construction, Engineering & Inspection (CE&I). It is the firm's intent to register with the Mississippi Department of Transportation to qualify to provide these services to communities in Mississippi. The intent of this project team is to follow up on the strengths our firm has developed with previous transportation enhancement projects. Our experience with United States Department of Transportation (USDOT) coupled with our experience in grant writing will provide the City of Starkville with a seamless project from planning and design to built form.

Relevant Experience

Farmer | Morgan provides Construction, Engineering & Inspection (CE&I) services to the Tennessee Department of Transportation (TDOT) and the United States Department of Transportation (USDOT) related or funded projects. The firm has existing clients that receive USDOT funded projects or pursue projects within TDOT Right-of-Way. Any Federal Highway Administration (FHWA) funded project requires a full-time construction management team on the site. This team consists of materials testing, inspection and management staff provided by Farmer | Morgan. Often these projects are designed by the firm and are carried through the entire development and construction process by the firm's multi-disciplinary team. CE&I work requires value engineering and inspection skills to maintain project budgets while retaining project schedule goals and accepting installed project components on the owner's behalf.

Farmer | Morgan currently serves as design consultants for the City of Dunlap, Tennessee and has provided A&E and CEI services for many projects, including the Dunlap Streetscape Project, Phase 1 with a total construction budget of $150,000.00.

Farmer | Morgan has also completed Architecture & Engineering (A&E) services, as well as CEI services for Coops Creek Greenway Phase I, a $300,000.00 project for the City of Dunlap. The firm has also provided A&E and CEI services for the Monteagle Pedestrian Enhancement project with a project budget of $260,000.00 in Monteagle, Tennessee. The firm has also provided design plans and bid specifications for the TDOT funded Mountain Goat Trail (MGT) Phase III in Monteagle. This contract is with the City of Monteagle and has a project budget of $801,020.00. Farmer |Morgan has provided Architecture & Engineering and CEI services for the Monteagle Pedestrian Corridor Extension as well, a $352,000.00 project. Farmer | Morgan has also prepared many projects for bid, including the Ducktown Recreational Trail Program (RTP) project. This 1,400 linear feet of recreational trail was bid in August of 2013 and constructed in the fall of the same year. In addition, the firm provides Architecture & Engineering services on the TDOT funded Ducktown Roadscapes Project. This project is currently in construction phase. In addition, Farmer | Morgan has recently submitted design plans and bid specifications for the TDOT funded Ducktown Main Street Pedestrian Enhancement Phase I and Phase II. The firm's contract is with the City of Ducktown and has a project budget of $770,000.00.

The firm has also completed the award winning $1.2 million streetscape enhancement in Pikeville, Tennessee. The former Tennessee Department of Transportation Commissioner John Schroer has visited the project on two separate occasions to showcase the design and built form of the project. The Pikeville Main Street Project is part of the Pikeville Business District Redevelopment Plan. The firm provided planning, design and construction inspection services for the project. The project was funded by the City of Pikeville, USDA, ARC and Tennessee Department of Agriculture. The City of Pikeville and Farmer | Morgan completed the five blocks / 10-month project in the Spring of 2010.

Additional Federal Highway funded projects consist of the Coalmont Phipps Park Project. This project was funded by the Tennessee Department of Environment and Conservation's (TDEC) Recreational Trails Program (RTP) and the land donation by the

Town of Coalmont. Farmer | Morgan developed the Phipps Park Master Plan for the Town of Coalmont and then selected key components to be used for the $80,000.00 construction budget. The construction phase needed to resolve parking and access issues to specific assets in the walking park. To accomplish this goal, the Town of Coalmont decided to construct the parking area, main asphalt trail and the center piece of this phase, the covered bridge. These components were completed with construction inspection and materials testing by Farmer | Morgan in the summer of 2012.

In addition, Farmer | Morgan worked with the Town of Hodges, Alabama to design and develop the Hodges Rock Bridge Canyon Equestrian Park. The park contains a 180-acre campground and trailhead with 50 miles of equestrian trails. Currently, the day use area for the trailhead is complete and there are 25 miles of equestrian trails constructed. The day use area consists of the main entry drive, bathrooms, parking area and the public pavilion. The Rock Bridge Canyon Equestrian Park also contains a rural greenway and economic development project that involves 24 miles of abandoned Norfolk Southern Rail Line. Farmer | Morgan completed the trail feasibility study, design guidelines, business & master plan, design plans and construction inspection for the Campground and Trailhead, and Day Use Area. Project assistance has come from TVA, Alabama Department of Economic and Community Affairs (ADECA), ALDOT, Alabama Industrial Development and local match. The project construction budget for the Day Use Area was $390,000.00. This project has been awarded the 2014 Excellence in Planning and Design Award by the Alabama Trails Commission.

The Farmer | Morgan planning team prepares grant applications and secures state and federal funding for its clients on many municipal and transportation-related projects. The firm has prepared applications and has developed a Cost-Benefit Analysis for several projects seeking BUILD and TIGER funding, including the U.S. 127 Complete Streets Project for Dunlap, TN. An example of a prepared Benefit-Cost Analysis conducted by the Farmer | Morgan planning staff as part of a past completed TIGER grant application can be seen below:

Calendar Year	Project Year	Total Value of Time Saved ($2013)[3]	Total Value of Injuries Prevented [6]	Total Value of Property Damage Crashes Prevented[8]	Benefits of Additional Bicycling[10]	Health Benefits of Additional Walking[12]	NPV CO2 Costs @ 3% Avg SCC[16]	Initial Costs ($2015)[17]	Operations & Maintenance Costs ($2015)[18]	7% NPV Total Benefits[22]	3% NPV Total Benefits[23]	Total Gross Benefits (No Discount)
2017	1	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,176,150		$(5,772,103)	$ (5,996,262)	$ -
2018	2	$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -
2019	3	$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -
2020	4	$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -
2021	5	$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -
2022	6	$ 1,116,601	$ 534,583	$ 15,553	$ 2,680	$ 36,116	$ 1,809		$ 30,881	$ 1,117,701	$ 1,404,305	$ 1,707,343
2023	7	$ 1,130,860	$ 541,410	$ 15,752	$ 5,395	$ 72,693	$ 1,789		$ 30,881	$ 1,082,403	$ 1,412,689	$ 1,767,899
2024	8	$ 1,145,301	$ 548,324	$ 15,953	$ 8,145	$ 109,738	$ 1,768		$ 30,881	$ 1,047,394	$ 1,420,005	$ 1,829,228
2025	9	$ 1,159,926	$ 555,326	$ 16,157	$ 10,929	$ 147,255	$ 1,747		$ 30,881	$ 1,012,764	$ 1,426,296	$ 1,891,341
2026	10	$ 1,174,739	$ 562,418	$ 16,363	$ 13,749	$ 185,251	$ 1,726		$ 30,881	$ 978,590	$ 1,431,606	$ 1,954,246
2027	11	$ 1,189,740	$ 569,600	$ 16,572	$ 16,605	$ 223,733	$ 1,734		$ 61,762	$ 930,297	$ 1,413,698	$ 2,017,984
2028	12	$ 1,204,933	$ 576,873	$ 16,784	$ 19,498	$ 262,706	$ 1,711		$ 61,762	$ 898,186	$ 1,417,820	$ 2,082,505
2029	13	$ 1,220,320	$ 584,240	$ 16,998	$ 22,427	$ 302,177	$ 1,689		$ 61,762	$ 866,641	$ 1,421,064	$ 2,147,851
2030	14	$ 1,235,903	$ 591,701	$ 17,215	$ 25,394	$ 342,152	$ 1,666		$ 61,762	$ 835,707	$ 1,423,468	$ 2,214,031
2031	15	$ 1,251,686	$ 599,257	$ 17,435	$ 28,399	$ 382,637	$ 1,617		$ 61,762	$ 805,397	$ 1,425,044	$ 2,281,031
2032	16	$ 1,267,670	$ 606,909	$ 17,658	$ 31,442	$ 423,639	$ 1,620		$ 185,285	$ 733,976	$ 1,348,928	$ 2,348,939
2034	17	$ 1,283,858	$ 614,660	$ 17,883	$ 34,524	$ 465,165	$ 1,597		$ 185,285	$ 707,813	$ 1,351,271	$ 2,417,687
2035	18	$ 1,300,253	$ 622,509	$ 18,112	$ 37,645	$ 507,221	$ 1,598		$ 185,285	$ 682,219	$ 1,352,873	$ 2,487,338
2036	19	$ 1,316,857	$ 630,458	$ 18,343	$ 40,807	$ 549,815	$ 1,574		$ 185,285	$ 657,174	$ 1,353,719	$ 2,557,853
2037	20	$ 1,333,673	$ 638,509	$ 18,577	$ 44,008	$ 592,952	$ 1,572		$ 185,285	$ 632,744	$ 1,353,890	$ 2,629,292
		$ 18,332,319	$ 8,776,777	$ 255,357	$341,648	$ 4,603,251	$ 25,219	$ 6,176,150	$ 1,389,634	$ 7,216,903	$ 14,960,415	$ 32,334,569
								$ 7,565,784				

*** For a more detailed breakdown of the Benefit-Cost Analysis, see the Appendix & attachment "Dunlap_TIGER_Benefit Cost Analysis_2016.xlsx**

[3] Hours at $16.00 per hour for an average of All Purpose Intercity Travel ($19.00) and All Purpose Local Travel ($13.00). From *TIGER Benefit-Cost Analysis (BCA) Resource Guide.*

[6] Value of Injury is based on KABCO-AIS Data Conversion Table that shows one accident with unkown severity with a value of $170,403.96. See appendix for table.

[8] Total Value of Property Damage Crashes Prevented was based on a $3,927 value per vehicle. From *TIGER Benefit-Cost Analysis (BCA) Resource Guide.*

[10] Health Benefits of Additional Bicycling = Bicycles Utilizing Project * 1.6 miles/day (total new bike lanes) * $0.19/mile (*Incorporating Health Objectives Into Transportation Planning* by Todd Litman.) * 365 days/year

[12] Health Benefits of Additional Bicycling = Bicycles Utilizing Project * 1.6 miles/day (total new sidewalks) * $0.48/mile (*Incorporating Health Objectives Into Transportation Planning* by Todd Litman) * 365 days/year

[16] Undiscounted CO_2 Costs @ 3% Avg SCC / (1.03^Project Year)

[17] See Opinion of Probable Cost (OPC) Spreadsheet

[18] 2022-2026=Initial Costs * 0.005; 2027-2031= Initial Costs * 0.01; 2032-2037 = Initial Costs * 0.03

[19] Total Value of Time Saved + Total Value of Injuries Prevented + Total Value of Property Damage Crashes Prevented + Health Benefits of Additional Cycling + Health Benefits of Additional

[20] Undiscounted Non-CO_2 Benefits/(1.07^Project Year)

[21] Undiscounted Non-CO_2 Benefits/(1.03^Project Year)

[22] 7% NPV Non-CO2 Benefits + NPV CO2 Costs @3% Avg SCC

[22] 3% NPV Non-CO2 Benefits + NPV CO2 Costs @3% Avg SCC

[24] Total Gross Benefits = Total Value of Time Saved + Total Value of Injuries Prevented + Total Value of Property Damage Crashes Prevented + Health Benefits of Additional Cycling + Health Benefits of Additional Walking + NPV CO2 Costs @ 3% Avg SCC

BENEFIT	
Travel Time Savings	$ 18,332,319
Safety Savings	$ 8,776,777
Property Damage Prevention Sav	$ 255,357
Bicycling Health Savings	$ 341,648
Walking Health Savings	$ 4,603,251
Emissions Savings	$ 25,219
TOTAL BENEFIT	**$ 32,334,569**

COST	
TIGER Funding Request	$ 5,558,535.00
Local Match (10%)	$ 617,615.00
TOTAL COST	**$ 6,176,150.00**

Benefit : Cost = 5.24 : 1

Qualifications & Availability of Staff

Farmer | Morgan started as an urban planning and municipal redevelopment firm. The firm originally offered boutique services of urban infill redevelopment and downtown revitalization. Today, Farmer | Morgan has expanded their approach to be comprehensive in nature to serve our clients in a cradle to cradle fashion. The firm desires to maintain the founding methodology that provides a unique relationship with its clients. In order to do this and expand into growing markets, Farmer | Morgan selects projects that offer unique challenges and opportunities for multidisciplinary collaboration. This collaboration provides for a comprehensive approach that produces successful projects. Farmer | Morgan is composed of two principles from which project management and design development are directed, two planning and design associates, a civil engineer, and a construction manager.

Benjamin Farmer is Principal & Managing Partner of Farmer | Morgan and provides an expertise in urban planning and municipal redevelopment of underutilized public space. Ben has a sound understanding of governmental financing and project funding. He has experience in regional and local municipal planning coupled with hands on practice in construction management and construction inspection. He carries the Tennessee General Contractors License for the firm and oversees construction management efforts for Farmer |Morgan. Ben has completed required TDOT certifications for A&E consulting services as well as CEI consulting services. Ben is TDEC, Erosion Prevention and Sediment Control, Level I and Level II certified. Ben received his Master of Landscape Architecture and Master of Community Planning Degrees from the College of Architecture, Design and Construction at Auburn University. He is the Past Chair of the Master of Landscape Architecture Advisory Council and also served on the Master of Community Planning Advisory Council at Auburn. Ben is a Registered Landscape Architect in the state of Tennessee.

Randall Morgan is Director of Design for Farmer | Morgan and guides design development and project construction for the firm. As Director of Design, Randy combines a unique understanding of the fundamental principles of city planning with the cutting edge practices of landscape architecture. Randy's unique ability to create landscapes that succeed as both social spaces and environmental systems is grounded in his capacity to quickly and effectively assess the environmental, cultural, and social significance of a place. This ability results in the design of memorable places that withstand the test of time. Randy graduated from the College of Architecture, Design and Construction at Auburn University with his Master of Landscape Architecture Degree. He is a visiting professor at Auburn University and participates in jury reviews at the University of Tennessee, Knoxville. Randy is a Registered Landscape Architect in the states of Alabama and Tennessee, and a member of the American Society of Landscape Architects. He maintains TDOT certifications to undertake A&E consulting services and CEI consulting services for Farmer | Morgan. He is the co- founder of the Nashville Street Life Project and a graduate of the Form Based Institute.

As a Landscape Architect for Farmer | Morgan, LLC, Will Hargrove has experience in private and public sector landscape and urban design, regional and urban planning, and construction management / inspection. Mr. Hargrove specializes in urban design and planning for small to medium municipalities, managing complex construction budgets, and graphic design, layout, and editing of final document deliverables. He has extensive experience managing federally and state funded planning and design projects in Tennessee and Alabama, including coordinating permitting and administrative project duties. Mr. Hargrove has contributed to various project types including Redevelopment Plans, Landscape Master Plans, Business Plans, Management Plans, Feasibility Studies, Greenway Design and Planning, Streetscape Design, and Residential Landscape Architecture. He has also contributed to the grant development and administration of multiple community development projects funded by various state and federal agencies, such as USDOT/TIGER, TDEC/LPRF (Local Parks & Recreation), TDEC/RTP (Recreational Trails Program), TDOT/Multimodal Access Grant, TDOT/TAP (Transportation Alternatives Program), and ARC (Appalachian

Regional Commission). He holds numerous certifications in Construction, Engineering, and Inspections (CEI) from the Tennessee Department of Environment and Conservation (TDEC) and the Tennessee Department of Transportation (TDOT). Mr. Hargrove received his Master of Landscape Architecture from Auburn University and is a member of the Sigma Lamba Alpha Landscape Architecture Honor Society and the American Society of Landscape Architects. Will is a Registered Landscape Architect in the state of Tennessee.

Jo Beth Gleason holds master's degrees in Landscape Architecture from Auburn University and Political Science from University of Alabama Huntsville. This diverse background has allowed her to work at a variety of scales, from large-scale regional planning projects, community and district-wide plans to small-scale urban design, streetscaping and site plans for both public and private sector clients. Before working at Farmer-Morgan, Jo Beth was an Associate Planner at the Top of Alabama Regional Council of Governments, where she was project manager on a number of economic development and community planning projects across North Alabama. She has also worked at architecture firms in the Huntsville and Birmingham area where she assisted with various built projects ranging from residential, commercial, and municipal design projects, including historic rehabs, HUD Affordable Housing design, streetscape improvement projects, and the Railroad Park project in downtown Birmingham. Jo Beth has knowledge and experience in downtown revitalization, comprehensive and community planning, environmental design and construction (including design-build residential and neighborhood green infrastructure/stormwater and wastewater management systems), streetscape and urban design projects, as well as design construction documents for grading, landscape, and site plans, floor plans and elevations, and digital and hand-drawn renderings for commercial and residential clients. Jo Beth holds affiliations with the American Society of Landscape Architects (ASLA), the American Planning Association (APA), the MLA Advisory Board for Auburn University, and the Phi Kappa Phi National Honor Society.

Lonnie Lanners joined the Farmer | Morgan team as a Civil Engineer. Lonnie has over 40 years' experience in engineering, construction, and inspection with transportation, utilities, municipal, heavy civil, and industrial projects in both the private and public sectors. Lonnie has worked in various states, including Wyoming, California, and Tennessee. His experience as an owner/principal, contractor, and manager gives Lonnie a diverse set of skills he brings to the firm. Lonnie holds a Professional Engineer's license in the state of Tennessee.

Jaspuneet Kaaur started with Farmer | Morgan in August 2018 as a Planner. Jaspuneet holds Dual master's degrees in Landscape Architecture and Community Planning from Auburn University, as well as a Bachelor of Architecture from CCA, Chandigarh. She has worked in New York City, and India. Jaspuneet has won numerous awards as a student architect, including the 2018 ASLA Honor Award in Student Communications; 2017 Second Prize, Campus Rain Water Challenge, Southeast Conference; Book Award for Excellence, Landscape Design Studio 2017; and the Hydrology Book Award for Stormwater Design 2017. She was a Graduate Fellow for the Office of Civic and Community Engagement at Auburn University and is a member of the Sigma Lambda Alpha Honor Society.

Austin Mercer comes to Farmer | Morgan with a background in construction, industrial, and electrical work. As our Construction Manager, he manages the Construction Engineering & Inspection projects for the firm. Austin is trained in Tennessee Department of Transportation (TDOT) Specifications and Testing and he manages the inspection of all Farmer | Morgan's TDOT projects, as well as any other construction-related projects. Austin's attention to detail and positive attitude make for an excellent addition to the Farmer | Morgan team.

Will Horton is a graduate of the University of Tennessee, Haslam College of Business. Will is involved with client relations as well as promoting the business development and marketing of the firm. His previous experience working in administration at an architecture firm gave him valuable insight into the business side of the design and construction industry. Will's responsibility is to market and promote the firm to potential clients and maintain the long-standing relationships with our existing community clients.

Qualifications

The firm employees carry multiple professional association designations as well as State of Tennessee certifications related to Construction Site Inspection, Materials Testing, TDEC Level 1 and Level 2 as well as OSHA and Title VI training.

Closing Remarks

Farmer | Morgan appreciates the opportunity to propose our services to the City of Starkville, Mississippi. Should you have any questions after reviewing this letter of interest or if we may be of additional service, please do not hesitate to contact us at your convenience.

Very truly yours,

Benjamin Farmer

Benjamin Farmer, ASLA, AICP
Principal-Managing Partner
Farmer | Morgan, L.L.C.
TN. GC: 0064917
423-447-2529; O
334-444-2893; M
480-393-5718; F
bfarmer@farmermorgan.com

8. CONSIDERATION OF VARIANCE REQUEST VA 19-09, A REQUEST BY NEIL HEITZMANN FROM THE LOCATION REQUIREMENTS FOR AN ACCESSORY STRUCTURE FOR A RESIDENCE LOCATED AT 71 FRENCHMAN STREET IN AN R-3 ZONE WITH THE PROPERTY NUMBER 102H-00-191.17.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval of variance request VA 19-09, a request by Neil Heitzmann from the location requirements for an accessory structure for a residence located at 71 Frenchman Street in an R-3 zone with the property number 102H-00-191.17" is enumerated, this consent item is thereby approved.

9. CONSIDERATION FOR ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT (CLG) TO PREPARE A COMPREHENSIVE HISTORIC PROPERTY SURVEY PLAN FOR THE CITY OF STARKVILLE AT A TOTAL COST OF $17,000.00 WITH $8,500.00 TO BE REIMBURSED BY THE GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval of entering into the memorandum of agreement with the Mississippi Department of Archives and History (MDAH) to accept the 2019-2020 Certified Local Government (CLG) Grant to prepare a comprehensive historic property survey plan for the City of Starkville at a total cost of $17,000.00 with $8,500.00 to be reimbursed by the grant " is enumerated, this consent item is thereby approved.

(MOA on following page)

10. CONSIDERATION FOR PERMISSION TO ISSUE A COMMERCIAL BURN PERMIT TO BEN RUSH TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT AT 1329 BABYLON ROAD.
Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval to issue a commercial burn permit to Ben Rush to burn cleared debris associated with a construction project at 1329 Babylon Road" is enumerated, this consent item is thereby approved.

11. CONSIDERATION FOR PURCHASE OF A 52" LAWNMOWER FOR FIRE DEPARTMENT LAWNS FROM OKTIBBEHA COUNTY CO-OP FOR THE COST OF $8,080.00, THE LOWER OF TWO QUOTES RECEIVED. Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval to purchase a 52" lawnmower for fire department lawns from Oktibbeha County Coop for the cost of $8,080, the lower of two quotes received" is enumerated, this consent item is thereby approved.

Quotes Received:	Oktibbeha County Cop-op Tiger Cat II 52" Kohler EFI	$ 8,080.00
	And Powerstroke Equipment Exmark 52" Lazer X-Series	$10,300.00

12. CONSIDERATION OF AUTHORIZATION TO HIRE BRADY HAYNES AND JOSHUA REED AS AN APPRENTICE LINEMEN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval to hire Brady Haynes and Joshua Reed as an Apprentice Lineman in the Starkville Utilities Department" is enumerated, this consent item is thereby approved.

MISSISSIPPI DEPARTMENT *of* ARCHIVES AND HISTORY

MDAH

HISTORIC PRESERVATION
Marlin King Jr., director
PO Box 571, Jackson, MS 39205-0571
601-576-6850 • Fax 601-576-6955
mdah.ms.gov

May 16, 2019

Emily Corbin
Assisstant City Planner
Project Coordinator
110 W. Main Street
Starkville, MS 39759

Dear Emily,

Congratulations again on Starkville receiving a FFY 2019 CLG Grant for a comprehensive historic property reconnaissance survey!

Enclosed are two copies of the Memorandum of Agreement (MOA) between the City of Starkville and the Mississippi Department of Archives and History. Please review them, have the mayor sign where indicated, and return them to me. I will have Katie Blount sign them and return an original to you for the city's records.

If we do not have the MOA returned by July 5, 2019, we will assume that the City is not accepting the grant and will reallocate funds to other projects.

Your project involves contracting a qualified consultant to do the work. I will need to have the proposed consultant's bid/proposal for the work on file in order to write the three-party contract between the Consultant, City and MDAH. **Work cannot begin on the project until the three-party contract is in place.**

If you have any other questions, please call or email me. I look forward to seeing the final survey documentation materials!

Sincerely,

Meredith Massey
CLG Grant Administrator
enclosures

Certified Local Government (CLG) Grant Program
Federal Fiscal Year: 2019
Catalog of Federal Domestic Assistance (CFDA) #: 15-904

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Starkville**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a comprehensive historic property reconnaissance survey to be conducted in the city of Starkville, Oktibbeha County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation.*

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Starkville and **August 1, 2020. Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **$ 17,000.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a ***matching basis***. The Grantee is required to provide ***at least*** a 50% of match of the final project cost.

Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to ***reimburse*** the Grantee **$ 8,500.00** or 50% of eligible final project costs, ***whichever is less***, based on the following conditions:

a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2020**. A Project Completion Report shall accompany the completed materials.

b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2020.** Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.

c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the

Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

a. Meet federal requirements for the program;

b. Be necessary and reasonable to the completion of project work;

c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed $100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

Paid Survey work conducted relative to this project and performed by individuals who are not employees of the Grantee shall require a three-party contract between MDAH, the Grantee and those individuals performing the work. The three-party contract will be supplied by MDAH, in collaboration with the Grantee and Consultant. If the contract is not signed by September 30, 2019, the project is subject to termination.

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.

b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted. The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 25, 2019; January 31, 2020; and April 24, 2020** as well as the Project Completion Report on **August 1, 2020** and the Reimbursement Request (with supporting materials) by **August 31, 2020.**

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2020**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division. Final competition materials for this project are as follows:

- Copy of completed reconnaissance survey documentation report.
- Hard copy of completed reconnaissance survey map.

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2020.**

A final expense summary, due **August 31, 2020**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)

b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation.*

c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY ______________________ Date ____________

Katie Blount
State Historic Preservation Officer

BY ______________________ Date 6-4-2019

Honorable Lynn Spruill
Mayor of Starkville

Return to:

Meredith Massey
Certified Local Government Grant Administrator
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

ATTACHMENT A: WORK PROGRAM

1. This project will produce a survey report for a comprehensive reconnaissance of historic properties in the City of Starkville. The report must be prepared by a qualified professional from the MDAH approved survey consultant list.

2. The final report should adhere to the National Park Service's *National Register Bulletin 24, Guidelines for Local Survey: A Basis For Preservation Planning* focusing on the standards for reconnaissance surveys, which can be located at https://www.nps.gov/nr/publications/bulletins/nrb24/. Information that should be collected and documented as a result of reconnaissance survey are as follows: the kinds of properties looked for; the boundaries of the area surveyed; the method of survey, including the extent of survey coverage; the kinds and extent of historic properties present in the survey area, including identifying potential areas for intensive survey (keyed to the map); individual properties that were identified with brief descriptions (keyed to the map); places examined that did not contain historic properties.

3. While primarily consisting of a detailed map and a written component, the survey report should include photographs or additional materials where appropriate.

MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY

ATTACHMENT B - Acknowledging Federal Assistance

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

Attachments C: Assurances-Non-Construction Programs

OMB Approval No. 0348-0040

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, if such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, thought any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in the accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. g§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to; (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §(j 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §g 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is 510,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91 -190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972(16U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air

Act of 1955, as amended (42 U.S.C. § 7401 el seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act ofl 966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (] 6 U.S.C- 469a-l et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official	Title
[signature]	Mayor
Applicant Organization	**Date Submitted**
City of Starkville	June 2019

13. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR THREE (3) MAINTENANCE WORKERS IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval to advertise for three (3) Maintenance Workers in the Sanitation/Environmental Services Department" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE DONTAVIOUS HOWARD AS A TEMPORARY FULL-TIME DRIVER IN THE SANITATION / ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval to hire Dontavious Howard as a temporary full-time Driver in the Sanitation/Environmental Services Department" is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE FOUR (4) ADDITIONAL SEASONAL LIFEGUARDS IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval to hire four (4) additional seasonal lifeguards, Lucas Sumner, Lane Spradline, Libby Mattox and John Campbell, in the Parks and Recreation Department" is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO ACCEPT THE CHRISTOPHER AND DANA REEVE FOUNDATION GRANT FOR THE AMOUNT OF $25,000.00 TO BE USED FOR INCLUSION AND ACCESSIBILITY IMPROVEMENTS AT J.L. KING SENIOR MEMORIAL PARK.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval to accept the Christopher and Dana Reeve Foundation grant for the amount of $25,000.00 to be used for inclusion and accessibility improvements at J.L. King Senior Memorial Park, and approval for the Mayor to sign the required agreement" is enumerated, this consent item is thereby approved.

CHRISTOPHER & DANA
REEVE FOUNDATION
TODAY'S CARE. TOMORROW'S CURE.

May 23, 2019

Mr. Gerry Logan Jr.
Executive Director
Starkville Parks and Recreation
405 Lynn Lane
Starkville, MS 39759

Dear Mr. Logan:

I am pleased to inform you that Starkville Parks and Recreation has been awarded a Christopher & Dana Reeve Foundation 2019 1st Cycle Direct Effect Quality of Life grant in the amount of $25,000 to support your project entitled, *J.L. King Senior Memorial Park Inclusion*.

This grant is funded through a cooperative agreement with the United States Department of Health and Human Services, Administration for Community Living (cooperative agreement number 90PRRC0002-01-01; Catalog of Federal Domestic Assistance number 93.325), and is considered a federal sub-recipient grant. As such, grant funds are restricted from funding food, new construction/major rehabilitation of buildings, grants to individuals, and basic research. Sub-recipients must track and report on these grant funds as well as keep adequate documentation to prove that grant funds are expended in the manner specified in the approved project budget (Appendix A) and stipulated in this letter. Sub-recipients must allow the Reeve Foundation and its auditors access to your organization's financial records and statements if requested and/or necessary. It is required that all grant funds be expended within the project period.

Two reports are required for this grant. The grant project period, grant payment and reporting dates are as follows:

Project Period:	June 1, 2019 through May 31, 2020
One-time Grant Payment:	Issued upon receipt of countersigned Grant Award Letter
Interim Report:	December 31, 2019
Final/Close Out Report:	June 30, 2020

Report reminders will be sent one month prior to the report due date and an electronic report template will be provided. Interim Project Report Requirements are attached (Appendix B). Final/close out report requirements will be sent in advance and will allow you to detail the project's progress, challenges, how challenges were addressed, the project's impact, and grant expenditures. The final report will also include an impact evaluation survey that is conducted by Vanderbilt University to enable you to offer candid feedback about the overall grant experience.

Any changes in project scope or budget must be requested in writing and are subject to approval. All requests are to be directed to Mark Bogosian, Director of Quality of Life Grants Program, at mbogosian@christopherreeve.org.

Information about publicizing your award will be emailed in the next few weeks, along with a template press release. The Reeve Foundation always looks for opportunities to inform our community members of your important work. We encourage you to share stories and photographs (high resolution, please) of news you would like to share, and we will try to spread the word via social media and other outlets.

Further, we encourage you to inform your client base that the Reeve Foundation Paralysis Resource Center (PRC) offers a wealth of free informative products and services in a variety of formats, including our flagship publication, the *Paralysis Resource Guide*, Information Specialists services, Peer and Family Support Program, educational webinars and online community forums. Please visit our website at www.christopherreeve.org for more information.

Members of the Reeve Foundation staff, Board of Directors, and/or other representatives may wish to arrange a site visit to learn more about your program, assess progress, assist with challenges, and participate in press-related activities. Your organization may also be invited to participate in meetings of interest in your area. In addition, the Reeve Foundation will notify your federal elected legislators about the grant award.

On behalf of the Reeve Foundation Board of Directors and staff, we wish you much success with your efforts to enhance the lives of people living with paralysis and their families.

M-Bogos

Mark Bogosian
Director, Quality of Life Grants Program

5/23/19
Date

Please sign below to indicate adherence to the grant requirements:

Name and Title of Executive Officer

6-4-19
Date

Please print name and title of Executive Officer below if different from addressee.

D. Lynn Spruill
Name

Mayor - City of Starkville
Title

Christopher & Dana Reeve Foundation
Grant Line-Item Budget

Name of Organization: Starkville Parks and Recreation
Name of Project: J. L. King Senior Memorial Park Inclusion
One-Year Project Budget

You must use the Reeve Foundation Budget Template provided. Submission of other budget formats will result in applications not being reviewed.

Note: Subtotal and Total costs will formulate automatically

Itimized Budget		Total Cost	Requested Amount
Personnel Costs			
List all positions by title	% FTE		
		$ -	$ -
		$ -	$ -
		$ -	$ -
Personnel Subtotal		**$ -**	**$ -**
Equipment Costs			
Itemize and provide descriptions of equipment (indicate below if vendor quote is attached to support equipment request)			
		$ -	$ -
		$ -	$ -
		$ -	$ -
Equipment Subtotal		**$ -**	**$ -**
Consultants/Contractors			
Name of Consultant/Contractor (person or company) and one-sentence description of services			
James Williams - will install concrete sidewalks. This includes the concrete.		$ 5,000	$ 5,000
Murphree Paving - will overlay walking track with 1 1/2 inches of asphalt.		$ 17,200	$ 17,200
		$ -	$ -
Consultants/Contractors Subtotal		**$ 22,200**	**$ 22,200**
Supplies			
Itemize and provide description of supplies (indicate below if vendor quote is attached to support supplies request)			
Accessible picnic tables and new benches - quote is attached.		$ -	$ -
*2 new accessible tables at $810 each ($1,620)		$ 1,620	$ 1,620
*4 new benches at $295 each ($1,180)		$ 1,180	$ 1,180
Supplies Subtotal		**$ 2,800**	**$ 2,800**
Travel			

Type of travel and one-sentence description of purpose			
		$ -	$ -
		$ -	$ -
		$ -	$ -
Travel Subtotal		**$ -**	**$ -**
Other Costs			
Item (good or service) and one-sentence description of purpose			
		$ -	$ -
		$ -	$ -
		$ -	$ -
Other Costs Subtotal		**$ -**	**$ -**
TOTAL COSTS		**$ 25,000**	**$ 25,000**

Other Sources of Funding		Amount	Is this funding Committed or Pending?
Internal Funds		$ -	
Individuals		$ -	
Foundations		$ -	
Corportations		$ -	
Government - Federal		$ -	
Government - State		$ -	
Other		$ -	
TOTAL		**$ -**	

Summary of Funds Requ	Requested Amount
Personnel	$ -
Equipment	$ -
Consultants/Contractors	$ 22,200
Supplies	$ 2,800
Travel	$ -
Other Costs	$ -
TOTAL FUNDS REQUEST	**$ 25,000**

APPENDIX B: DIRECT EFFECT INTERIM PROJECT REPORT REQUIREMENTS

Grantees are to respond directly through the Christopher & Dana Reeve Foundation online grants portal.

Project Implementation

Describe the progress toward accomplishing the project goals. Please address:

- Project accomplishments to date.
- Schedule/timetable: Is the project on schedule? If not, please explain why and describe anticipated changes to deadlines or milestones.
- Project changes: Was it necessary to make any changes in the proposed project? Please explain any modifications to the project from the approved proposal. ***Please note as indicated in the grant award letter, all changes in project scope must be approved prior to report submission.***
- Challenges: Identify any challenges/obstacles you've faced while developing and implementing this project. Identify possible solutions or proposed changes to address the challenges/obstacles.
- Collaborations: Identify other organizations/networks you have worked with to initiate and implement this project and provide a brief explanation of the collaborative efforts.
- Lessons Learned: Describe what the organization has learned during the project period to date, and any implications as the project moves forward.

Financial Reporting

Based on the approved project budget, provide a summary of projected versus actual expenditures to date.

- Describe any budget modification requested due to any unforeseen situations or project changes.

Additional Materials

Please upload copies of any significant materials including newsletters, brochures, articles, etc. that shed light on the project or your organization's recent activities.

17. REQUEST AUTHORIZATION TO ALLOW CPL. PAUL WOODS AND OFFICER COLBY HUFFMAN TO ATTEND THE TASER INSTRUCTOR COURSE, AT CAMP SHELBY ON JULY 9-10, 2019 AT AN ESTIMATED COST OF $1,250.00 EACH.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval of Cpl. Paul Woods and Officer Colby Huffman to attend the TASER Instructor Course, at Camp Shelby on July 9-10, 2019 at an estimated cost of $1,250.00 each" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION OF APPLICATION FOR FY19 OFFICE OF JUSTICE PROGRAMS BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF $7,488.00 WITH A POLICE DEPARTMENT MATCH OF $3,744.00.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval to apply for an FY 19 Office of Justice Programs Bulletproof Vest Partnership in the amount of $7,488.00 with a police department match of $3,744.00" is enumerated, this consent item is thereby approved.

19. REQUEST APPROVAL OF LOWEST AND BEST BID FROM HOWARD INDUSTRIES, INC. OF LAUREL, MISSISSIPPI FOR TWO (2)18/24/30 MVA POWER TRANSFORMERS FOR SOUTHWEST STARKVILLE PRIMARY SUBSTATION MATERIAL IN THE AMOUNT OF $864,342.00.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval of lowest and best bid from Howard Industries, Inc. of Laurel, Mississippi for two (2)18/24/30 MVA Power Transformers for Southwest Starkville Primary Substation material in the amount of $864,342.00" is enumerated, this consent item is thereby approved.

Bids received April 16, 2019:	Howard Industries	- $ 864,342.00
	ABB, Inc.	- $ 1,007,200.00
	SPX Transformers	- $ 1,066,986.00
	Penn Transformer Tech	- $ 1,163,226.00
	Delta Star	- $ 1,185,734.00

20. REQUEST APPROVAL FOR JACOB FORRESTER OF STARKVILLE UTILITIES TO TRAVEL TO DALLAS, TX TO ATTEND THE 44TH ANNUAL HONEYWELL USER GROUP AMERICAS CONFERENCE ON JUNE 9TH-14TH, FOR A USER TRAINING CONFERENCE FOR THE AMI SYSTEM THE CITY HAS IMPLEMENTED WITH COSTS NOT TO EXCEED $3,500.00.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 4, 2019 Official Agenda, and to accept items for consent, whereby the "approval for Jacob Forrester of Starkville Utilities to travel to Dallas, TX to attend the 44th Annual Honeywell User Group Americas conference on June 9th-14th with costs not to exceed $3,500.00" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill congratulated Chief Yarbrough on being elected Vice President to the MS Firefighter Association. The Mayor then updated the public on the security cameras recently installed around the City. More information can be found on the City of Starkville website.
Mayor Spruill then recognized Police Chief Frank Nichols. Chief Nichols announced his retirement effective at the end of the year. He thanked the City for his 27 years with Starkville.

BOARD OF ALDERMEN COMMENTS:
Alderman Perkins thanked the Police Chief for his years of service and asked that he present any recommendations he may have to the Mayor and Board as to the future of the Police Department. Alderman Vaughn, as well as the other Aldermen, thanked the Chief for his leadership and service to the City of Starkville.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted it had been three years since his younger brother was shot and killed.
Kelly Prather, Ward 4, thanked the elected officials for all that has been accomplished in Starkville, but stated Carpenter Place needs attention. He asked that the streets be overlaid soon in that most of the development is complete. He also asked that flooding at Suzanne and Bryce Streets be investigated.
Jessica Hill submitted an outside contribution request and asked that the Board give consideration to designating $5,000 to be used by the Starkville Oktibbeha Safe House (SOS) house.
Chris Taylor, Ward 7, asked that the City and keep the citizens updated on all events, etc.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

PUBLIC HEARING OF CU 19-06: A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE PLACED AT 1560 LOUISVILLE STREET IN A R-5 ZONE WITH THE PARCEL NUMBER 105-16-009.00.

Emily Corban presented conditional use CU 19-06 which asked to place a mobile home on the subject property. The property is zoned R-5 and in order to place a “mobile home”, a Conditional Use is required per the City of Starkville’s Permitted and Conditional Use Chart. This property is located on 16th Section land owned by Starkville Oktibbeha Consolidated School District.

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

The applicant was present and noted her plans to remove the existing structure prior to placing the mobile home on the property.

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

21. MOTION TO TABLE REQUEST CU 19-06.

Alderman Little offered a motion, duly seconded by Alderman Vaughn, to table CU 19-06 pending review by the City Attorney, until June 18, 2019. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A’. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

PUBLIC HEARING OF RZ 19-02: A REQUEST BY CARPENTER COURT 2019, LP TO REZONE ONE SPLIT ZONED PARCEL FROM C-1 BUSINESS AND R-5 RESIDENTIAL TO R-5 RESIDENTIAL LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOUISVILLE STREET AND SAND ROAD WITH THE PARCEL NUMBER 105B-00-001.05.

Emily Corban presented RZ 19-02 a request by Carpenter Court 2019, LP to rezone one split zoned parcel from C-1 Business and R-5 Residential to R-5 Residential located at the southeast corner of the intersection of Louisville Street and Sand Road with the parcel number 105B-00-001.05. The applicant is seeking to rezone from C-1 Business and R-5 Residential to R-5 Residential based on changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

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

The applicants Roy Carpenter and Brent Jones were present and noted their plans to begin the development in the next year after applying for a grant to build the forty eight units.

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

22. CONSIDERATION OF RZ 19-02: A REQUEST BY CARPENTER COURT 2019, LP TO REZONE ONE SPLIT ZONED PARCEL FROM C-1 BUSINESS AND R-5 RESIDENTIAL TO R-5 RESIDENTIAL LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LOUISVILLE STREET AND SAND ROAD WITH THE PARCEL NUMBER 105B-00-001.05.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve RZ 19-02 citing a change of condition in the neighborhood and public need, to rezone one split zoned parcel from C-1 Business and R-5 Residential to R-5 Residential located at the southeast corner of the intersection of Louisville Street and Sand Road with the parcel number 105B-00-001.05. The Board voted as follows:

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

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

23. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING ON THE ADOPTION OF AN ANNEXATION ORDINANCE FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to call for the first public hearing, on the adoption of an Annexation Ordinance for the City of Starkville. The Board voted as follows:

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

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

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

24. CONSIDERATION OF A RESOLUTION TO LEVY AN ADDITIONAL 1% ECONOMIC DEVELOPMENT, TOURISM AND CONVENTION TAX IMPOSED BY THE CITY OF STARKVILLE, MISSISSIPPI ON THE GROSS REVENUE OF HOTELS, MOTELS AND RESTAURANTS FOR THE PURPOSE OF IMPROVING THE CITY OF STARKVILLE'S PARKS AND RECREATION FACILITIES.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to adopt a Resolution declaring and 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. The Board voted as follows:

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

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

RESOLUTION DECLARING AND 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.

3. On May 30, 2019, a special election was held for the purpose of allowing qualified electors in the City to vote on whether the 1% tax should be enacted. The tax could only be enacted if at least sixty percent (60%) of the qualified electors who voted in the special election voted in favor of the 1% tax.

4. Seventy-three and ninety-three thousandths percent (73.93%) of the qualified electors who voted in the special election voted in favor of the 1% tax.

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

SECTION 1. The City hereby declares the levy and collection of 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 of 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 of 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. For the purpose of the 1% tax, "hotel" or "motel" means any establishment engaged in the business of furnishing or providing rooms intended or designed for dwelling, lodging or sleeping purposes to transient guests. "Restaurant" means all places where prepared food and beverages are sold for consumption, whether such food and beverages are sold for consumption on the premises or not. "Restaurant" does not include any school, hospital, convalescent or nursing home, or any restaurant-like facility operated by or in connection with a school, hospital, medical clinic, convalescent or nursing home providing food for students, patients, visitors or their families.

SECTION 4. 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 5. The 1% tax shall take effect on August 1, 2019.

SECTION 6. On or before July 1, 2019, the governing authorities of the City shall furnish to the Mississippi Department of Revenue a certified copy of this resolution evidencing the 1% tax.

SECTION 7. 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 Jason Walker moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Sandra Sistrunk. The Mayor then put the question to a vote, and the result was as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Aye
Alderman David Little	Voted: Aye
Alderman Jason Walker	Voted: Aye
Alderman Hamp Beatty	Voted: Aye
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry N. Vaughn	Voted: Nay

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 4th day of June, 2019.

____

D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST

Lesa Hardin, City Clerk
Starkville, Mississippi

25. CONSIDERATION OF A SPECIAL EVENT REQUEST BY MISSISSIPPI STATE STUDENT ASSOCIATION TO HOLD THE 2019 BULLDOG BASH ON SEPTEMBER 20, 2019 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve a Special Event request by Mississippi State Student Association to hold the 2019 Bulldog Bash and have City participation with in-kind services with the condition of insurance consistent with the City's Special Events Policy, to be provided to the City by September 1, 2019. The Board voted as follows:

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

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

26. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 29, 2019 for fiscal year ending 9/30/19, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	$ 275,523.29
Airport Fund	015	39,474.57
Sanitation	022	35,964.68
Computer Assessments	107	25,869.69
Industrial Park Bond	303	6,013.38
Park and Rec, Tourism	375	279,361.25
Sub Total Before Utilities		$ 662,206.86
Utilities Dept.	SED	683,737.13
Total Claims	Total	$ 1,345,943.99

30. CONSIDERATION OF A LEASE AGREEMENT WITH REGIONS EQUIPMENT FINANCE CORPORATION IN THE AMOUNT OF $836,500 OVER SEVEN YEARS TO BE MADE ANNUALLY IN ADVANCE BEGINNING OCTOBER OF 2019 AT 2.59% INTEREST FOR THE LEASE PURCHASE OF (2) REAR LOADER TRUCKS, (1) FRONT LOADER TRUCK AND (1) KNUCKLE BOOM TRUCK TO BE USED BY STARKVILLE SANITATION DEPT.

Alderman Walker, duly seconded by Alderman Vaughn, offered a motion to enter into a lease agreement with Regions Equipment Finance Corporation in the amount of $836,500 over seven years to be made annually in advance beginning October of 2019 at 2.59% interest for the lease purchase of (2) Rear Loader Trucks, (1) Front Loader Truck and (1) Knuckle Boom Truck to be used by Starkville Sanitation Dept. The Board voted as follows:

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

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

Six quotes were received: Regions Equipment Finance - 2.59%
Bancorp South – 4.19%
Trustmark Bank -3.06%
Signature Public Financing – 2.68%
Hancock Whitney – 3.55%
BankFirst – 3.48%

Bank documents follow these minutes.

31. 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 Vaughn, 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: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

32. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Little offered a motion to enter Executive Session for the purpose of potential land acquisition on Washington Street and potential litigation to recover police training fees. Following a second by Alderman Beatty, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of potential land acquisition on Washington Street and potential litigation to recover police training fees. At this time, the Board entered Executive Session.

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

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

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

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

34. A MOTION TO OBTAIN APPRAISAL.

Alderman Beatty offered a motion for the City to engage an appraiser pursuant to Miss. Code Ann. § 43-37-3 to appraise the Buckner property on Washington Street. Alderman Sistrunk offered a second and the Board voted as follows:

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

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

35. MOTION TO RECESS UNTIL JUNE 18, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, for the Board of Aldermen to Recess the meeting until June 18, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2019.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)

Regions Equipment Finance Corporation
Property and Liability Insurance Request Form

To: Renasant Insurance, Inc.
Attn: Jason Ryder
P.O. Box 843 - Starkville, MS 39760
Phone: 662-323-5550
Email: JRyder@renasant.com

From: Regions Equipment Finance Corporation
Adrienne Colvin
1900 5th Avenue North, Suite 2400
Birmingham, AL 35203
205-264-5214
adrienne.colvin@regions.com

RE: CITY OF STARKVILLE, MISSISSIPPI: Request for Insurance: 001-0007521-009

Dear Sir or Madam:

CITY OF STARKVILLE, MISSISSIPPI has a new Financing Agreement with REFCO for $ 836,500.00 in FREIGHTLINER equipment. This equipment needs to be added to their insurance. The following are our insurance requirements and an exhibit that lists the equipment along with the location and costs. Please fax the insurance certificate(s) to me as soon as possible so as not to delay the Financing Agreement closing.

☐ **Additional Interest/Certificate Holder:**
Regions Equipment Finance Corporation
1900 Fifth Avenue North, Suite 2400,
Birmingham, Alabama 35203

☐ **Liability Insurance**

Regions Equipment Finance Corporation must be named as **Lessor and Additional Insured** for at least:

$1,000,000 - Motor vehicles, trailers (must be automobile liability).

☐ **Property Insurance:**
REGIONS EQUIPMENT FINANCE CORPORATION must be named as Additional Insured and Lender's Loss Payee as such interests may appear.
REGIONS EQUIPMENT FINANCE CORPORATION must be provided with special form replacement cost insurance for damage to the Equipment.
An All Risk of Loss Payable Clause is required
Fire and extended coverage, including theft, vandalism, malicious mischief, etc. is required.

☐ **Notice of Cancellation ("Mortgagee Waiver Clause"):**
30 Days Notice of Cancellation is required for Liability and Property Damage Insurance.

☐ **Description of Insured Equipment:**
REGIONS EQUIPMENT FINANCE CORPORATION will accept a certificate which attaches the equipment description provided with this email. If you prefer, REGIONS EQUIPMENT FINANCE CORPORATION will also accept a general description of the Equipment such as **"Equipment leased/loaned by the Insured from** REGIONS EQUIPMENT FINANCE CORPORATION **pursuant to Schedule** 9 **to Master Agreement dated ."**

☐ **Form of Certificate Used to Provide Evidence:**
Vehicles: According to the ACORD Forms Instruction Guide, the ACORD 28 should be used to evidence both liability and property damage insurance for financed vehicles.
All Other Equipment: According to the ACORD Forms Instruction Guide, the ACORD 28 (titled "Evidence of Property Insurance") was designed to be delivered to a party, like Regions, which has an interest in the policy. Regions requires the use of the ACORD 28 as evidence of Physical Damage Insurance. Proof of Liability Insurance can also be provided on the ACORD 28 in the boxes labeled "Coverage Information" or "Remarks." Alternatively, proof of Liability Insurance can be provided on an ACORD 25-S (titled "Certificate of Liability Insurance") along with an endorsement adding Regions as Additional Insured (note: property insurance must still be shown on an ACORD 28).

Date of Lease: June 12, 2019 **Lease No. 001-0007521-009**

[MISSISSIPPI]

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lessor:	**REGIONS EQUIPMENT FINANCE CORPORATION**
Address:	**P.O. Box 11407, Birmingham, Alabama 35246-1001**
Lessee:	**CITY OF STARKVILLE, MISSISSIPPI**
Address:	**110 WEST MAIN STREET, STARKVILLE, MS 39759**

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor, the items of Equipment (the "Equipment") described in Exhibit A attached to this Equipment Lease-Purchase Agreement (the "Lease"), upon the following terms and conditions:

1. **Delivery and Acceptance**. Lessee, or if Lessee so requests, Lessor, shall cause the Equipment to be delivered to Lessee at the location specified in Exhibit A (the "Equipment Location"). Lessee shall pay all transportation and other costs, if any, incurred in connection with the delivery of the Equipment. Lessee shall accept the Equipment as soon as it has been delivered and is operational, or in the event that the manufacturer or vendor allows a pre-acceptance test period, as soon as the test period has expired. Lessee shall evidence its acceptance of the Equipment by executing and delivering to Lessor an acceptance certificate ("Acceptance Certificate") in the form attached hereto as Exhibit B upon receipt of the Equipment.

2. **Term.** This Lease is effective upon the execution hereof by Lessee and Lessor. The term of this Lease commences on the date the Equipment is accepted pursuant to Section 1 above and, unless earlier terminated as expressly provided for in this Lease, terminates absolutely, without further obligation on the part of the Lessee, at the end of the fiscal year in which this Lease is executed and at the end of each succeeding fiscal year for which it may be renewed as hereinafter provided. The term of this Lease will automatically renew for an additional period of one year at the end of each fiscal year unless Lessee gives written notice to Lessor of its intent to terminate the Lease not less than 60 days prior to the end of the fiscal year. If not sooner terminated, the Lease will continue until the Expiration Date set forth in Exhibit C attached hereto (the "Lease Term"). THIS EQUIPMENT LEASE CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.

3. **Rent.** Lessee hereby agrees to pay to Lessor or its assignee the lease payments (the "Lease Payments"), including the interest portion, equal to the aggregate amounts specified in Exhibit C; provided, however, that the Lessee shall be obligated to make such Lease Payments during any fiscal year to the extent that such Lease Payments may be made from current revenues lawfully budgeted and appropriated for such purpose during such year. The Lease Payments are payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and commence on the first Lease Payment date as set forth in Exhibit C and thereafter on the dates set forth in Exhibit C. Any payments received later than ten days from the due date will bear interest from the due date at the rate of 3% in excess of the rate set forth on Exhibit C or the highest rate permitted by law, whichever is less. Except as specifically provided in Section 4 hereof, and to the extent permitted by applicable law, the obligation to make the Lease Payments is absolute and unconditional in all events and is not subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever. Any and all payment(s) received by Lessor hereunder shall be applied to amounts due hereunder at Lessor's sole discretion notwithstanding any contrary instruction or instrumentation by Lessee. Unless Lessor decides, in its sole discretion, to apply any and all payments(s) received from Lessee in a different manner, then any payments shall be applied in the following order of priority: (1) to repay any reimbursement items due Lessor from Lessee pursuant to the provisions of this Lease; (ii) to pay for any amounts owed by Lessee by virtue of its indemnification obligations under Section 16 hereof; (iii) to any accrued interest owed in connection with a late Lease Payment; (iv) to any accrued interest with respect to any Lease Payments then due; and then (iv) to reduce the principal component(s) of the Lease Payment(s) as and when due hereunder.

Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation.

The total obligation of Lessee for the fiscal year of execution is the sum of the **Annual** payments for such fiscal year as set forth on Exhibit C. The total obligation of Lessee in each fiscal year renewal term is the sum of the **Annual** payments during such fiscal year renewal term as set forth on Exhibit C. A schedule of Lessee's total obligation for the fiscal year of execution and for each fiscal year in which this Lease is renewed is attached hereto as Exhibit C.

4. **Nonappropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted, or funds are otherwise not available out of current revenues of Lessee by any means whatsoever, in any fiscal period for Lease Payments due under this Lease, then Lessee will immediately notify Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee hereby agrees to peaceably and immediately surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor and to execute any and all documents necessary or convenient to memorialize the relinquishment of all of Lessee's rights, title and or interest in such Equipment to Lessor or its successors or assigns. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

Notwithstanding the foregoing, Lessee hereby agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not, during a period of three (3) years after such termination occurs, appropriate funds or otherwise give priority in the application of funds to any other functionally similar equipment. This section will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same function for which the Equipment is intended.

Notwithstanding any provision to the contrary contained in this Lease, it is expressly understood and agreed that Lease Payments to be made in each fiscal year shall be payable only out of current revenues of Lessee for that fiscal year lawfully budgeted and appropriated during such year.

5. **Limitation on Warranties and Disclaimer.** Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT INCLUDING THE MAINTENANCE , INSTALLATION, OPERATION, OR REPAIR THEREOF. Lessee acknowledges that it has selected the equipment based upon its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. As between the Lessor and Lessee, all Equipment is or will be accepted by the Lessee "as is" after inspection by Lessee, and nothing herein shall be construed to affect, extinguish, limit or otherwise modify Lessee's rights and remedies between Lessee and any manufacturer or servicer.

Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default (as hereinafter defined) has occurred and is continuing, all manufacturer's warranties, if any, express or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense.

6. **Authority and Authorization.** Lessee represents, covenants and warrants, and as requested by Lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is a fully constituted political subdivision, agency or public corporation of the State of Mississippi; (ii) the execution, delivery and performance by Lessee of this Lease has been duly authorized by all necessary action on the part of Lessee; (iii) this Lease has been executed on behalf of the Lessee by its duly authorized officers; and (iv) this Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms. Lessee hereby agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

7. **Title.** Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; subject to reversion to Lessor (i) in the event of termination of this Lease by Lessee pursuant to Section 4 hereinabove; or (ii) upon the occurrence of an Event of Default hereunder related to said Equipment, and as long as such Event of Default is continuing. Lessee (i) shall not sell, assign, subject or otherwise dispose of, or permit legal process or encumbrance upon or against any interest in, this Lease or the Equipment; (ii) shall keep the Equipment free of liens and give immediate written notice to Lessor of any such process or encumbrance; and (iii) shall, at its sole expense, protect and defend Lessor's title and interest against all persons claiming against or through Lessee and, to the extent permitted by applicable law, indemnify and hold Lessor harmless from and against any loss caused thereby. Lessee shall affix to the Equipment any markings requested by Lessor or execute any and all documents reasonably requested to be signed by Lessee to memorialize Lessor's interest in such Equipment.

Lessee, irrevocably, hereby designates, makes, constitutes and appoints Lessor (and all persons designated by Lessor) as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of default or nonappropriation or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's name, to endorse the name of Lessee upon any Bill of Sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

8. **Security Interest.** In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and in any proceeds therefrom, (ii) agrees that this Lease or a memorandum of lease may be filed as a financing statement evidencing such security interest, (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest, and (iv) agrees to pay all fees and charges necessary for filing or recording such instruments or establishing or maintaining such security interest. Lessee hereby acknowledges that only Lessor's original of this Lease constitutes chattel paper for purposes of the Mississippi Uniform Commercial Code. No security interest can be perfected by possession of any other counterpart or of the Equipment.

9. **Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee shall, at Lessee's expense, furnish a landlord or mortgagee waiver with respect to the Equipment.

10. **Use; Repairs.** Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, will keep the Equipment in good repair, good operating condition and working order, according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and shall furnish proof of such maintenance, if requested by Lessor, and shall furnish all needed servicing and parts, which parts shall become the property of Lessor and part of the Equipment. Lessor shall have no responsibility in any of these matters or for the making of any improvements or additions to the Equipment, as further discussed in Section 11 below. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee shall, at its expense, furnish Lessor upon its reasonable request with a maintenance agreement with a party satisfactory to Lessor.

11. **Alterations.** Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment. Any alteration to the Equipment which cannot be readily removed without damage to the Equipment will become part of the Equipment and the property of Lessor. Notwithstanding the foregoing, any upgrade, addition or modification added by the Lessee as required by law or under any manufacturer's or service's recommendations will, without further action, become a part of the Equipment and the sole property of Lessor.

12. **Location; Inspection.** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from, the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor is entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

13. **Liens and Taxes.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee shall reimburse Lessor therefor immediately upon demand from Lessor. Lessee hereby agrees to cooperate with Lessor in filing all tax returns and informational statements, if any, required by any federal, state, and/or local governmental agency.

14. **Risk of Loss: Damage: Destruction.** Lessee hereby assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at Lessor's option, shall: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date; and (ii) an amount equal to the applicable Concluding Payment set forth in Exhibit C. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of, negotiate with insurance carrier(s), bring lawsuits, settle claims or suits, and execute and endorse all documents, checks or drafts issued with respect to any loss, damage, destruction, to, or theft of, the Equipment and/or under any insurance policy relating to the Equipment.

15. **Insurance.** Lessee shall, at its expense, maintain at all times during the Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, and will contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee shall deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee shall furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Lessee shall furnish a certificate of insurance or other evidence satisfactory to Lessor that the required insurance coverage is in effect. Lessor has no duty to ascertain the existence of or to examine the insurance policies to advise Lessee if the insurance coverage does not comply with the requirements of this Section.

In the event Lessee fails to maintain the full insurance coverage on the Equipment as required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may, but is not obligated to, purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements which are necessary and provide for payment thereof; and all amounts so advanced therefore by Lessor are considered additional rent for the then current Lease Payments, which amounts Lessee hereby agrees to pay, together with interest thereon at the rate of three (3%) per cent per annum in excess of the rate set forth on Exhibit C or at the highest rate permitted by applicable law, whichever is less.

Lessee hereby consents to Lessor's release, upon its failure to obtain appropriate insurance coverage, of any and all information necessary to obtain insurance with respect to the Equipment and/or Lessor's interest therein. Lessor retains the right to substitute its own insurance for any insurance obtained by Lessee in accordance with this Section upon reasonable notice to Lessee with an insurer or through an agent or broker of its choice, at Lessee's sole cost.

16. **Indemnification.** To the extent permitted by applicable law, Lessee hereby indemnifies and agrees to defend and hold Lessor and any successor, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, attorneys' fees and expenses), damages, losses, judgments and liabilities of any nature whatsoever that may be imposed on, incurred by, or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, or arising out of this Lease or the transactions contemplated hereby, whether or not other parties are involved, including, without limitation, (a) claims for injury to or death of persons and for damage to property, (b) claims relating to patent, copyright or trademark infringement, and (c) claims relating to latent or other defects in the Equipment whether or not discoverable by Lessor. Lessee hereby agrees to give Lessor prompt notice of any such claim or liability. Any payment made hereunder to Lessor shall include the amount of any taxes required to be paid by Lessor as the result of the receipt of such payment. The provisions of this Section 16 survive the termination of this Lease.

17. **Purchase Option.** Upon 30 days prior written notice from Lessee to Lessor, and on the condition that there is no Event of Default, or an event which with notice or lapse of time, or both, could become an Event of Default, then existing, Lessee will be entitled to purchase Lessor's interest in, to the extent thereof, the Equipment on the Lease Payment dates set forth in Exhibit C by paying to Lessor, on such date, the Lease Payment then due together with the Concluding Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor shall warrant to Lessee that the Equipment is free and clear of any liens created by Lessor. Unless Lessee exercises an option to purchase the Equipment or renews the terms of this Lease as provided in any Exhibit to this Lease and except as otherwise provided in this Lease, upon expiration of the Term as to each item of Equipment or upon demand of Lessor pursuant to this section, Lessee, at its own risk and expense, including, but not limited to the expense of maintaining all insurance thereon, shall either (a) provide adequate and suitable storage space at the place where the Equipment was delivered hereunder or to which it was moved in accordance with this Lease, and shall permit Lessor to store such Equipment free of charge, and at the risk of Lessee for public liability and physical damage exposure, for a period not to exceed one hundred eighty (180) days, during which period Lessee shall provide Lessor reasonable access thereto; or (b) immediately assemble, prepare for shipment, and return the Equipment to Lessor in the same condition as delivered, ordinary wear and tear excepted, and meeting all recertification requirements, with all damaged or missing parts replaced, at such location within the United States as Lessor designates. Lessee hereby agrees to provide to Lessor written notice at least one hundred eighty (180) days prior to the end of the Term of the Lease if Lessee intends to return the Equipment to Lessor (the "Return Notice"). In the event Lessee fails to deliver to Lessor the Return Notice at least one hundred eighty (180) days prior to the end of the Term of the Lease, the Term will be extended automatically for one hundred eighty (180) days and Lessee shall continue to pay Lease Payments as agreed to by the Lessor and Lessee at such time.

18. **Assignment.** Without Lessor's prior written consent, Lessee shall not (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment, or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees or agents. Lessee shall remain primarily liable on this Lease. Lessor may assign its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Lessee hereby agrees that any such assignment shall not materially change Lessee's duties or obligations under this Lease. Any such assignees shall have all the rights of Lessor under this Lease. No assignment or reassignment of any of Lessee's right, title or interest in this Lease or the Equipment will be effective unless and until Lessor consents to such assignment and Lessor receives a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee. DURING THE LEASE TERM LESSEE SHALL KEEP A COMPLETE AND ACCURATE RECORD OF ALL SUCH ASSIGNMENTS IN FORM NECESSARY TO COMPLY WITH SECTION 149(a) OF THE INTERNAL REVENUE CODE OF 1986, OR ANY SUCCESSOR PROVISION THERETO, AND THE REGULATIONS, PROPOSED OR EXISTING, FROM TIME TO TIME PROMULGATED THEREUNDER. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee shall acknowledge such assignments in writing if so requested.

19. **Events of Default.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events:

(a) Lessee fails to make any Lease Payment (or any other payment including insurance premiums required hereunder) when due in accordance with the terms of this Lease;

(b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within 20 days after written notice thereof by Lessor; or

(c) The discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect;

(d) Lessee shall attempt to abandon, remove, sell, encumber or sublet any item of Equipment or to assign any rights under or interest in this Lease; or

(e) Lessee fails to appropriate sufficient funds to pay all Lease Payments due or to become due for the then-current fiscal year; or

(f) Lessee shall become insolvent or make as assignment for the benefit of creditors, or a trustee or receiver shall be appointed for Lessee or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Lessee; or

(g) Lessee shall suffer a material adverse change in its financial conditions or operations; or

(h) Lessee shall be in default under any other agreement with Lessor or any of its affiliates or any other lender.

20. Remedies. Upon the occurrence of an Event of Default, and so long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies:

(a) the Lessor may, at its option, declare all installments of the Lease Payments, payable until the end of the Term of the Lease, to be immediately due and payable, whereupon the same shall become immediately due and payable. If Lessor elects to exercise the remedy afforded in this Section 20(a) and accelerates all Lease Payments payable until the end of the Term of this Lease, the amount then due and payable by the Lessee as accelerated rents shall be the sum of (1) the aggregate Lease Payments due until the end of the Term of this Lease, (2) the Concluding Payment specified as due at the end of the Term of this Lease, less the net amount realized by the Lessor upon disposition of the Equipment, and (3) any other amounts which may be owing to the Lessor pursuant to this Lease;

(b) the Lessor may, without demand or legal process, take possession of the Equipment with or without terminating this Lease and without any liability to the Lessee for such repossession, and lease or sell the Equipment;

(c) release or sell any or all of the Equipment at a public or private sale on such terms and notices as Lessor deems reasonable and, in addition to reclaiming the total proceeds received from such lease or sale, recover from Lessee damages, not as a penalty, but liquidated for all purposes and in an amount equal to the sum of (i) any accrued and unpaid Lease Payments, and other amounts due hereunder, as of the later of (A) the date of the Event of Default, (B) the date that Lessor has obtained possession of the Equipment or (C) such other date as Lessee has made an effective tender of possession of the Equipment back to Lessor ("Default Date"); plus Lease Payments (at the periodic rate provided for in this Lease) for the additional period (but in no event longer than six (6) months) that it takes Lessor to resell or re-let all of the Equipment, plus interest at the rate per annum charged by the Internal Revenue Service for the late payment of tax; (ii) the difference between the monthly Lease Payments for the remainder of the Term as they become due and the net proceeds, if any, of any reletting of the Equipment after deducting all of Lessor's expenses in connection with such reletting, including without limitation, all repossession costs, broker's commissions, attorney's fees and expenses, and alteration costs and expenses of preparing the Equipment for reletting; and (iii) any indemnity under Section 16 hereunder, if then determinable, plus interest at the same rate per annum charged by the Internal Revenue Service for the late payment of tax, LESS the amount received by Lessor upon such public or private sale or re-lease of such items of Equipment, if any; and

(d) the Lessor may require the Lessee to furnish copies of all books and records of the Lessee pertaining to the Equipment; and

(e) the Lessor may exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of Mississippi or any other applicable laws, including, without limitation, the rights of a secured party under the Mississippi Uniform Commercial Code, or proceed by appropriate court action to enforce the terms of this Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and, to the extent permitted by applicable law indemnities under this Lease and for all legal fees and other costs and expenses, including court costs and reasonable attorney's fees, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. A cancellation hereunder shall occur only upon notice by Lessor and only as to such Items of Equipment as Lessor specifically elects to cancel, and this Lease shall continue in full force and effect as to the remaining items of Equipment, if any. Lessee shall be liable for and shall pay to Lessor all attorneys' fees and expenses and other costs incurred by Lessor in exercising Lessor's remedies, including placing any Equipment in the condition required by Section 10 hereof. If this Lease is deemed at any time to be one intended as security as set forth in Section 8, Lessee hereby agrees that the Equipment shall secure, in addition to the indebtedness herein, all other indebtedness at any time owing by Lessee to Lessor. No remedy referred to in this Lease is intended to be exclusive, but each shall be in addition to any other remedy referred to or otherwise available to Lessor at law or in equity. No express or implied waiver by Lessor of any Default will constitute a waiver of any other Default by Lessor or a waiver of any of Lessor's rights and no delay by Lessor in enforcing any right or requiring performance of any provisions of this Lease by Lessee will be a waiver of such right or affect the right of Lessor to enforce such provision.

Notwithstanding any provision of this Section to the contrary, the Lessee may terminate this Lease as provided in Section 4, and the Lessee shall not be liable under this Lease for any Lease Payments in excess of the amount otherwise due under Section 3.

21. Notices. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing if mailed in accordance with this Section.

22. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

23. Governing Law. This Lease shall be construed in accordance with, and governed by the laws of, the State of Mississippi.

24. **Delivery of Related Documents**. Lessee shall execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease. At the request of Lessor, Lessee shall furnish Lessor annual financial statements of Lessee within 120 days after the end of Lessee's fiscal year.

25. **Entire Agreement; Waiver**. This Lease, together with the Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

26. **Decrease in Deductibility of Interest Expense**. The Lessee hereby acknowledges that the Lease Payments were calculated assuming that a financial institution that accepted an assignment of Lessor's interest on the date of delivery of this Lease could deduct 80% of such financial institution's interest expense allocable to this Lease. If (i) the Lessor, or any assignee of the Lessor or its assigns, is a financial institution for purposes of Section 265 of the Internal Revenue Code of 1986 (the "Code"), (ii) the deductible portion of such financial institution's interest expense allocable to this Lease is decreased for any reason (including without limitation a change in applicable law or the fact that this Lease does not qualify as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code), and (iii) such decrease would have been effective if such financial institution had acquired its interest in the Lease on the date of delivery of this Lease, then for each whole percentage point of decrease (below 80%) in the portion of allocable interest expense allowed as a deduction, the interest rate used to calculate the Lease Payments shall increase in an amount sufficient to provide Lessor with the exact same rate of return as initially calculated assuming that the Lease Payments payable to Lessor by Lessee are "qualified tax-exempt obligations."

The interest rate adjustment required by this Section shall be made each time that the allowable deduction for allocable interest expense decreases and shall be effective as of the date such decrease becomes effective for the financial institution that is at the time Lessor (or an assignee of Lessor or its assigns). No such adjustment in the interest rate shall be effective during any period when the Lessor (or an assignee of Lessor or its assigns) is not a financial institution for purposes of Section 265 of the Code.

Any adjustment required by this Section shall increase the amount of interest payable as a part of each Lease Payment affected, but shall not change the principal component of any Lease Payment.

27. **Covenant Regarding Tax-Exempt Interest**. The Lessee hereby represents and warrants that the interest portion of each Lease Payment will not be includible in gross income of the Lessor. The Lessee hereby covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act would cause the interest portion of each Lease Payment to be or become includible in gross income of the Lessor for purposes of federal income taxation. Without limiting the generality of the preceding sentence, the Lessee hereby covenants and agrees that, to the extent necessary for the interest portion of each Lease Payment to be so excludable from gross income,

(a) the Equipment shall not be used in any private business use; the Lease Payments shall not be secured by, or derived from, property used in a private business use; no portion of the proceeds of this Lease shall be used to make or finance loans to persons other than governmental units; and proceeds of this Lease shall not be used in any manner that would cause this Lease to be or become a "private activity bond", as defined in Section 141 of the Code; and

(b) the Lessee shall submit to the Secretary of the Treasury a statement or report with respect to the execution and delivery of this Lease as required by Section 149(e) of the Code.

If Lessor determines in good faith (which determination shall be supported by an opinion of nationally recognized bond counsel) or if the Internal Revenue Service shall claim in writing that the interest portion of the Lease Payments is includible in the gross income of Lessor or any former Lessor ("Taxable"), then the interest rate hereunder shall be adjusted to the Prime Rate plus 1.0%, determined daily according to the Prime Rate in effect for such date, effective as to the earliest date that such interest was Taxable. Any additional amount of interest due for the period prior to the date Lessee was notified that interest was Taxable and began making payments at the adjusted rate shall be paid by Lessee, at the option of Lessor, (i) within thirty (30) days after the date Lessee is notified of the amount due, or (ii) on such other payment schedule as shall be satisfactory to Lessor. "Prime Rate" shall mean the rate of interest announced by Regions Bank (the "Bank") as its prime rate, with the understanding that the Bank's prime rate is one of its base rates established from time to time for lending purposes and is not necessarily the best or lowest rate offered by the Bank and is evidenced by the recording thereof after its announcement in such internal publication or publications as the Bank may designate.

28. **Representations of Lessee**. Lessee hereby represents and warrants that: (i) Lessee is a duly constituted, organized and validly existing political subdivision existing under the laws of the State of Mississippi and is authorized to lease personal property and to sell or lease or otherwise dispose of personal property; (ii) Lessee has full power, authority, and legal right to execute, deliver and perform the agreements on its part contained in this Lease; (iii) the person or persons executing this Lease on behalf of Lessee have been duly authorized under the laws of the State of Mississippi and a duly adopted resolution of Lessee's governing body is in full force and effect on the date hereof to execute this Lease on behalf of Lessee and to obligate Lessee hereunder; (iv) Lessee has taken all necessary steps or complied with all procedures required for the authorization and execution of this Lease; (v) all Lease Payments which are to be made hereunder will be paid out of funds which are legally available for such purpose; (vi) Lessee has obtained or made, or does not require, the approval of or the giving of notice to any Federal, State, local or foreign governmental authority in order to enter into this Lease; (vii) Lessee is not required to submit this Lease to Lessee's electorate for approval; (viii) Lessee, by entering into this Lease, does not violate any law binding on Lessee or contravene any indenture, credit agreement, or any other agreement under which Lessee is a party or by which it is bound; (ix) this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (x) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body or judgments which may materially adversely affect Lessee's financial condition or operations; (xi) the Equipment is personal property and is not now nor will it become either real property or a fixture or inventory; (xii) the use of the Equipment is essential, necessary, useful, and appropriate to the lawful purposes of Lessee and in the discharge of its duties as a governmental body; (xiii) the Lease application (if any) is true and is not misleading; (xiv) the execution of this Lease does not constitute a default in any other agreement of Lessee; (xv) there is not existing, and Lessee will not directly or indirectly create, incur, assume or suffer to exist, any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, title thereto or any interest therein, except the respective rights of Bank and Lessee under this Lease and further excepting any mortgage, security interest, pledge, lien or encumbrance granted by Bank; (xvi) the Equipment is of size, design, capacity and manufacture selected by Lessee and will be suitable for Lessee's purposes; (xvii) Lessee will cause to be done, executed, acknowledged and delivered all such further acts, instruments, conveyances and assurances as Bank shall require for accomplishing the purposes of this Lease; (xviii) Lessee, upon delivery of the Equipment under this Lease, shall cause said Equipment to be duly registered, and at all times thereafter to remain duly registered, in the name of Bank, or at Bank's request shall furnish to Bank such information as may be required to enable Bank to make application for such registration, and shall promptly furnish to Bank such information as may be required to enable Bank to timely file any reports required to be filed by it under this Lease with any governmental authority; (xix) Lessee has complied with insurance provisions of Section 15; (xx) Lessee will execute or file any reports or tax forms required by State or Federal authorities; (xxi) Lessee and its governing body reasonably believe that Lessee shall have sufficient available funds during each fiscal year through the maximum term to elect to appropriate monies to make the Lease Payments hereunder; and (xxii) all actions of the governing body of the Lessee and its members concerning this Lease have been taken in accordance with the laws of the State of Mississippi.

29. **Arbitration**. Lessee represents to Lessor that its business and affairs constitute substantial interstate commerce and that it contemplates using the Equipment in substantial interstate commerce. Except as otherwise specifically set forth below, any action, dispute, claim, counterclaim or controversy ("Dispute" or "Disputes"), between or among Lessor, Lessee or any guarantor, including any claim based on or arising from an alleged tort, shall be resolved by arbitration as set forth below. As used herein, Disputes shall include all actions, disputes, claims, counterclaims or controversies arising in connection with this Lease (including all Exhibits and other addenda), any extension of or amendments to this Lease, any security or collateral given to Lessor, any action taken (or any omission to take any action) in connection with any of the foregoing, any part, present and future agreement between or among Lessor, Lessee or any guarantor (including this Lease and any related guaranty agreement), and any past, present or future transactions between or among Lessor, Lessee or any guarantor.

To the extent permitted by applicable law, all Disputes will be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in Birmingham, Alabama. Defenses based on statutes of limitations, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding with respect to this Lease shall be deemed the commencement of an action for such purposes.

Whenever an arbitration is required hereunder, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of 10 potential arbitrators knowledgeable in the subject matter of the Dispute. Each of Lessor and Lessee shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designed shall select a third arbitrator from the eight remaining potential arbitrators. The panel of three arbitrators shall determine the resolution of the Dispute.

30. **No Agency**. Lessee hereby acknowledges and agrees that neither the manufacturer, the supplier, nor any salesman, representative or other agent of the manufacturer or supplier, is an agent of Lessor. No salesman, representative or agent of the manufacturer or supplier is authorized to waive or alter any term of condition of this Lease and no representation as to the Equipment or any other matter by the manufacturer or supplier shall in any way affect Lessee's duty to pay Lease Payments and perform its other obligations as set forth in this Lease.

31. **Finance Lease**. Lessee hereby acknowledges that for purposes of the Mississippi Uniform Commercial Code (the "UCC") this Lease is a finance lease and lessor is not an agent of the manufacturer or vendor of the equipment. Lessee hereby acknowledges that Lessee has selected the supplier of the equipment and directed Lessor to purchase the equipment from the supplier. Lessee hereby acknowledges that it is entitled under Article B of Part 5 of Chapter 2A of Title 75 of the UCC to all warranties and other rights provided to Lessee by the supplier of the equipment and to contact the supplier for an accurate and complete statement of any such express warranties and other rights and any disclaimers or limitations of such rights or of remedies.

32. **Waivers of Lessee.** To the extent permitted by Mississippi law, Lessee hereby waives any and all rights and remedies conferred by including, without limitation, any rights to (a) cancel or repudiate the Lease, (b) reject or revoke acceptance of the Equipment, (c) recover damages from the Lessor for breach of warranty or for any other reason, (d) claim a security interest in any rejected Equipment in the Lessee's possession or control, (e) deduct from rent all or any part of any claimed damages resulting from the Lessor's default under the Lease, (f) accept partial delivery of the Equipment, (g) "cover" by making any purchase or lease of substitute equipment, (h) recover from the Lessor or any assignee of the Lessor any general, special, incidental or consequential damages for any reason whatsoever, and (i) specific performance, replevin or the like for any of the Equipment. The Lessee also waives any statutory right it may have now or in the future to require the Lessor to sell or re-lease the Equipment or otherwise to mitigate damages.

33. **Additional Provisions**. Any additional provisions and modifications, if any, to the standard language of this Lease are set forth in Exhibit D attached hereto.

LESSEE: CITY OF STARKVILLE, MISSISSIPPI

By: [signature]

Title: Mayor

Attest:

By: Lesa Hardin

Title: City Clerk / CFO

LESSOR: REGIONS EQUIPMENT FINANCE CORPORATION

By: __________

Title: __________

EXHIBIT A
TO
EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED: June 12, 2019
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION
AND
CITY OF STARKVILLE, MISSISSIPPI

Description of Equipment

Quantity	Description	Serial No.
1	**FREIGHTLINER**	**3ALACXFC3KDKS2357**
1	**PETERBILT**	**2NP3LJ0X7KM273961**
1	**PETERBILT**	**2NP3LJ0X9KM273962**
1	**PETERBILT**	**3BPDLJ0X8KF104039**

Equipment Location
110 WEST MAIN STREET, STARKVILLE, MS 39759

"Equipment" as defined and described hereinabove, also includes any related software (embedded therein or otherwise), all tooling, tools, repair parts and spare parts used or useful in respect of the foregoing, and all alterations, substitutions, additions, modifications, attachments, accessories and accessions to any of the foregoing, together with all supplier agreements, warranty agreements, extended services agreement and other instruments and documents that relate to the acquisition, installation, maintenance or warranty of any Equipment and all books and records relating to the Equipment, including all of the following: operating manuals, training manuals, service records, in whatever form, including digital and electronic form.

Identified by:

Lessor: ______________________

Lessee: Lisa Hardin
~~Mayor~~ - City of Starkville
City Clerk / CFO

6/10/2019 10:41:07 AM

EXHIBIT B
TO
EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED: June 12, 2019
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION
AND
CITY OF STARKVILLE, MISSISSIPPI

Acceptance Certificate

Regions Equipment Finance Corporation
P. O. Box 11407
Birmingham, Alabama 35246

Ladies and Gentlemen:

In accordance with the terms of the Equipment Lease-Purchase Agreement dated **June 12, 2019** (the "Lease") between **Regions Equipment Finance Corporation** ("Lessor"), and **CITY OF STARKVILLE, MISSISSIPPI** ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Lease, has been delivered and installed at the Equipment Location specified in Exhibit A to the Lease and was accepted by Lessee on **June 12, 2019**.

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

3. No Event of Default (as defined in the Lease) and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing.

Dated: **June 12, 2019**

CITY OF STARKVILLE, MISSISSIPPI
By: _______________
Title: Mayor

EXHIBIT C
TO
EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED: June 12, 2019
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION
AND
CITY OF STARKVILLE, MISSISSIPPI

Commencement Date: **June 12, 2019**
Expiration Date: **June 12, 2026**
Interest Rate: **2.59%**

Total Obligation of **CITY OF STARKVILLE, MISSISSIPPI** for Calendar Year of Execution and each renewal year thereafter:

Calendar Year	Total Obligation	Concluding Payment

SEE ATTACHED AMORT SCHEDULE

Identified by:
Lessor:
Lessee:
Mayor, City of Starkville

6/10/2019 10:41:08 AM

Loan Amortization

date	funding	payment	interest @ 2.5900	principal	balance
Jun-12-19	836,500.00				836,500.00
Jun-12-19		128,859.14	0.00	128,859.14	707,640.86
Jun-12-20		128,859.14	18,327.90	110,531.24	597,109.62
Jun-12-21		128,859.14	15,465.14	113,394.00	483,715.61
Jun-12-22		128,859.14	12,528.23	116,330.91	367,384.71
Jun-12-23		128,859.14	9,515.26	119,343.88	248,040.83
Jun-12-24		128,859.14	6,424.26	122,434.88	125,605.95
Jun-12-25		128,859.14	3,253.19	125,605.95	0.00
	836,500.00	902,013.99	65,513.99	836,500.00	

EXHIBIT D
TO
EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED: June 12, 2019
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION
AND
CITY OF STARKVILLE, MISSISSIPPI

Additional Provisions and
Modifications to Standard Terms
None (detail out as required).

Identified by:
Lessor: ____________
Lessee: ____________

HISTORIC STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

ESSENTIAL USE LETTER

Dated: 6.12.2019

Regions Equipment Finance Corporation
P.O. Box 11407
Birmingham, Alabama 35246-1001

Re: Equipment Lease-Purchase Agreement dated **June 12, 2019**

Gentlemen:

This letter is being written with respect to the use of the equipment (the "Equipment") to be leased to the undersigned pursuant to the above-referenced Equipment Lease-Purchase Agreement. The Equipment will be used by

Sanitation and Environmental Services Department
(Department or Division Using Equipment)

for the following purposes:

Refuse collection - household, commercial and rubbish

(State how and for what purposes the Equipment will be used)

The undersigned hereby represents that the use of the Equipment is essential and necessary to its proper, efficient and economic operation of its governmental functions and its purchase is pursuant to a legitimate public purpose.

Very truly yours,

CITY OF STARKVILLE, MISSISSIPPI

By:

Title: Mayor

INCUMBENCY CERTIFICATE

I, Lesa Hardin, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of **CITY OF STARKVILLE, MISSISSIPPI**, a political subdivision or agency or public corporation duly organized and existing under the laws of the State of Mississippi ("Lessee"), that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of Lessee to enter into that certain Equipment Lease-Purchase Agreement dated **June 12, 2019**, between Lessee and **Regions Equipment Finance Corporation**, as evidenced by the copy of the resolution of the Lessee attached hereto.

NAME	TITLE	SIGNATURE

IN WITNESS WHEREOF, this certificate has been executed by the undersigned and the seal of Lessee has been affixed.

Dated: 6.11.19

Lesa Hardin
Secretary/Clerk

6/10/2019 10:41:09 AM

RESOLUTION

WHEREAS, the governing body of **CITY OF STARKVILLE, MISSISSIPPI** (the "Lessee") has determined that in order for the Lessee to better accomplish its public purposes, the Lessee needs to acquire the use of the Equipment described in the schedule attached to or set forth in the Equipment Lease-Purchase Agreement (the "Lease") attached hereto; and

WHEREAS, the Lessee has determined that the most economical and efficient means of acquiring the use of said Equipment is pursuant to a lease-purchase of the Equipment pursuant to the Lease; and

WHEREAS, a copy of the Lease has been presented to, considered and approved by the governing body of the Lessee.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LESSEE, as follows:

1. The Lessee is hereby authorized to enter into the Lease between the Lessee and **Regions Equipment Finance Corporation**, as Lessor, with all riders, certificates, schedules, and amendments thereto, substantially in the form attached hereto, and the execution and delivery of the Lease is hereby approved, authorized, ratified and confirmed.

2. The ________________________________ and each and any of them without the others is hereby authorized to execute and deliver the Lease on behalf of the Lessee in substantially the form presented to the governing body of Lessee at this meeting with such changes or additions thereto or deletions therefrom as the officer executing the same shall approve, which approval shall be conclusively evidenced by his or her execution of the Lease. The ________________________ and each and any of them without the others is hereby authorized to execute and deliver on behalf of the Lessee such agreements, indemnities, purchase orders, leases, bills of sale, certificates or other instruments or obligations as they or any one of them may deem necessary or appropriate to the accomplishment of the Lease, and the execution and delivery of any such agreement, instrument or obligation prior to the date hereof by any such officer is in all respects hereby confirmed, ratified and approved. The ____________________________________ is hereby authorized and directed to affix the corporate seal to such instruments and to attest the same.

3. The proper officers of the Lessee are authorized and directed to do or cause to be done all such other acts and things, to make all payments, including rent payments, required pursuant to the Lease and related documents, and to execute all such documents, certificates and instruments as in his, her or their judgment may be necessary or advisable in order to carry out the foregoing Resolutions and the Lessee's obligations under the Lease, or any amended, renewed or supplemental lease; and all actions heretofore taken by the officers of the Lessee in connection with the acquisition of the Equipment and negotiation of the Lease are hereby approved, ratified and confirmed in all respects.

4. The Lessee hereby designates the Lease to be a "qualified tax exempt obligation" under the provisions of Section 265(b)(3) of the Internal Revenue Code, as amended.

5. The Lessee and the proper officers of the Lessee understand Section 15 of the Lease ("Insurance") and hereby agree to provide property and liability damage in accordance with the terms of the Lease.

LAW OFFICES
MITCHELL, MCNUTT & SAMS
A PROFESSIONAL ASSOCIATION

105 SOUTH FRONT STREET
POST OFFICE BOX 7120
TUPELO, MISSISSIPPI 38802-7120
(662) 842-3871
FACSIMILE (662) 842-8450

215 FIFTH STREET NORTH
POST OFFICE BOX 1366
COLUMBUS, MISSISSIPPI 39703-1366
(662) 328-2316
FACSIMILE (662) 328-8035

CHRISTOPHER J. LATIMER
DIRECT (662) 232-3208
EMAIL: clatimer@mitchellmcnutt.com
Licensed in Mississippi and Alabama

1216 VAN BUREN
POST OFFICE BOX 947
OXFORD, MISSISSIPPI 38655
(662) 234-4845
FACSIMILE (662) 234-9071

510 WALDRON STREET
POST OFFICE BOX 1200
CORINTH, MISSISSIPPI 38835-1200
(662) 286-9931
FACSIMILE (662) 286-8984

22 NORTH FRONT STREET,
SUITE 1030
MEMPHIS, TENNESSEE 38103
(901) 527-2585
FACSIMILE (901) 527-2361

200 SOUTH MONTGOMERY STREET
SUITE 203
STARKVILLE, MS 39759
(662) 270-6283
FACSIMILE (662) 842-8450

June 11, 2019

Regions Equipment Finance Corporation
P.O. Box 11407
Birmingham, AL 35246-1001

RE: Equipment Lease-Purchase Agreement dated June 12, 2019

Ladies and Gentlemen:

I have acted as counsel to City of Starkville, Mississippi ("Lessee") with respect to that certain Equipment Lease-Purchase Agreement (the "Lease") dated June 12, 2019, by and between Regions Equipment Finance Corporation and Lessee. I have reviewed the Lease and such other documents, records and certificate of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

1. Lessee is a political subdivision of the State of Mississippi (the "State"), duly organized, existing and operating under the constitution and laws of the State;

2. The execution, delivery and performance of the Lease have been duly authorized by all necessary action on the part of Lessee and no other necessary approval or consent is required in order for the Lease to be a legal, valid and binding obligation of Lessee enforceable in accordance with its terms; and

3. The Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms;

4. All necessary approvals, consents, and franchises (if applicable) have been obtained for the acquisition and operation of the equipment finances pursuant to the terms of the Lease; and

5. Lessee has complied with all competitive bid law provisions of Mississippi law applicable to the Lease and the equipment financed thereby.

This opinion is rendered to and may be relied upon by Regions Equipment Finance Corporation, and or its successors and assigns and its legal counsel

Sincerely,

Christopher J. Latimer
Attorney for City of Starkville

CJL:dlh

NOTICE AND CONSENT TO ASSIGNMENT

June 12, 2019

CITY OF STARKVILLE, MISSISSIPPI
110 WEST MAIN STREET
STARKVILLE, MS 39759

Attention:

Re: Equipment Lease-Purchase Agreement dated **June 12, 2019**, between **CITY OF STARKVILLE, MISSISSIPPI** ("Lessee") and **Regions Equipment Finance Corporation (REFCO)** , an affiliated entity of Regions Bank.

Addressee:

Please be advised that **Regions Equipment Finance Corporation (REFCO),** an affiliated entity of Regions Bank ("Lessor") has assigned all its rights, title and interest in and to the above referenced Equipment Lease- Purchase Agreement (the" Lease"), the Equipment leased thereunder, and the right to receive payments thereunder to **Regions Bank** (the "Assignee").

All payments due under the Lease should be made to the Assignee at the following address:

Regions Bank
C/O Regions Equipment Finance Corporation
P.O. Box 11407
Birmingham, Alabama 35246-1001

Please acknowledge your acceptance of the assignment, your recordation of the assignment pursuant to the assignment provisions of the Lease, and your agreement to make the payment due under the Lease to the Assignee by the signature of a duly authorized officer in the space provided on the enclosed counterpart of this letter and return it to us at the address shown above.

Sincerely,

REGIONS EQUIPMENT FINANCE CORPORATION, an affiliated entity of Regions Bank.

By: ____________________________

Title: ____________________________

ACKNOWLEDGE AND ACCEPTED:

CITY OF STARKVILLE, MISSISSIPPI

By: ____________________________

Title: Mayor

6/10/2019 10:41:10 AM

CERTIFICATE WITH RESPECT TO TAX-EXEMPT

INTEREST AND QUALIFIED TAX-EXEMPT OBLIGATIONS

I, D. Lynn Spruill, the Mayor of **CITY OF STARKVILLE, MISSISSIPPI** ("Lessee"), am duly charged with the authority for executing that certain Equipment Lease-Purchase Agreement dated as of **June 12, 2019** (the "Lease") by and between Lessee and **Regions Equipment Finance Corporation** do hereby certify as follows:

1. This certificate is executed for the purpose of establishing (i) that the interest component of each Lease Payment will not be included in gross income of the Lessor for purposes of federal income taxation and (ii) that the Lease qualifies as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Lessee is a political subdivision of the State of **Mississippi.**

3. The Agreement is being issued in Calendar year ending (the "Calendar Year").

4. All proceeds of the Lease will be used to acquire the Equipment on the date of acceptance thereof by the Lessee, and Lessee shall never invest, or have the opportunity to invest, any proceeds of the Lease. None of the proceeds shall be used to reimburse Lessee for any expenditure made prior to sixty (60) days from the date of this Certificate.

5. The Lessee has not established any sinking fund or other similar fund for the payment of the Lease Payments.

6. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.

7. No portion of the payment of principal of, or interest on, the Lease is directly or indirectly (i) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (ii) to be derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used for a private business use.

8. Lessee has designated the Lease as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code, pursuant to a resolution adopted by the governing body of Lessee, on **June 12, 2019.**

9. In the Calendar Year, Lessee has designated **$836,500.00** of tax-exempt obligations (including the Lessee's obligations under the Lease) as qualified tax-exempt obligations. Including the Lease, Lessee will not designate more than $10,000,000 of obligations issued during the Calendar Year as qualified tax-exempt obligations.

10. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds, as defined in Section 265 of the Code) to be issued by Lessee and all subordinate entities during the Calendar Year will not exceed $10,000,000.

11. For purposes of this certificate, the amount of tax-exempt obligations stated as either issued, designated as qualified tax-exempt obligations or reasonably anticipated to be issued includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265(b)(3)(E) of the Code.

12. This certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, this certificate has been executed on behalf of Lessee by the undersigned officer.

Dated: **June 12, 2019**

CITY OF STARKVILLE, MISSISSIPPI

NAME: [signature]

TITLE: Mayor

CERTIFICATE OF APPROPRIATION

I, D. Lynn Spruill, the Mayor of **CITY OF STARKVILLE, MISSISSIPPI** ("Lessee") hereby certify that all lease payments due by Lessee under that certain Equipment Lease-Purchase Agreement dated as of **June 12, 2019**, between Lessee and **Regions Equipment Finance Corporation**, as Lessor, for the fiscal year ending , are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, this certificate has been executed on behalf of Lessee by the undersigned officer.

Dated: 6-12-2019

CITY OF STARKVILLE, MISSISSIPPI

By: [signature]

Name: D. Lynn Spruill

Title: Mayor

6/10/2019 10:41:11 AM

PAY PROCEEDS LETTER
TO
EQUIPMENT LEASE-PURCHASE AGREEMENT
DATED: June 12, 2019
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION
AND
CITY OF STARKVILLE, MISSISSIPPI

Regions Equipment Finance Corporation
1900 Fifth Avenue North
Suite 2400
Birmingham, Alabama 35203

Re: The Lease, executed by **CITY OF STARKVILLE, MISSISSIPPI** (the "Company") and either **Regions Equipment Finance Corporation** ("Regions") (the Lease, as it incorporates the terms of the Equipment Lease-Purcahse Agreement is hereinafter referred to as the "Agreement").

With reference to the Agreement, you are hereby authorized to disburse proceeds in the amount of **$836,500.00** by funds transfer or deposit, in such amounts and with such payees as are listed below:

1. Payee: **SANSOM EQUIPMENT CO., INC.**
Ref. No.: **INVOICES: 58237 58355 & 58297.**
Amount: **$836,500.00**

Funds Transfer to Account No. **0300711802** in Payee's Name at **REGIONS BANK** ABA# **062000019;**
Notification Information: RE: CITY OF STARKVILLE
INVOICES: 58237 58355 & 58297.

Should the closing occur at a later date, the proceeds should be adjusted accordingly.

LESSEE: CITY OF STARKVILLE, MISSISSIPPI

BY: [signature]

ITS: Mayor

6/10/2019 10:41:11 AM

Form **8038-G**

(Rev. September 2011)

Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▸ **Under Internal Revenue Code section 149(e)**

▸ **See separate instructions.**

Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ▸ ☐

1 Issuer's name **CITY OF STARKVILLE, MISSISSIPPI**	2 Issuer's employer identification number (EIN) **64- 6001082**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) **110 WEST MAIN STREET** — Room/suite	5 Report number (*For IRS Use Only*) 3
6 City, town, or post office, state, and ZIP code **STARKVILLE, MS 39759**	7 Date of issue **6/12/2019**
8 Name of issue **Equipment-Lease Purchase Agreement dated June 12, 2019**	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) **LYNN SPRUILL, MAYOR**	10b Telephone number of officer or other employee shown on 10a **662-323-2525**

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15	836500	00
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▸	18		
19	If obligations are TANs or RANs, check only box 19a ▸ ☐ If obligations are BANs, check only box 19b ▸ ☐			
20	If obligations are in the form of a lease or installment sale, check box ▸ ☐			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/12/26	$836,500.00	$ N/A	3.58 years	2.59%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	836500 00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	836500 00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▸	N/A years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▸	N/A years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▸	N/A
34	Enter the date(s) the refunded bonds were issued ▸ (MM/DD/YYYY)	

Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	N/A
b	Enter the final maturity date of the GIC ▶		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/A

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

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

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent

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

▶ B. Byron Spruill ▶ Mayor

Signature of issuer's authorized representative | Date | Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶ | Firm's EIN ▶

Firm's address ▶ | Phone no.