MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
JUNE 18, 2019

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on June 18, 2019 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Hamp Beatty, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill noted item D under Mayor's Business had been added:

> "CONSIDERATION OF AN AGREEMENT WITH EXCELLENCE VENTURES (REPLACING "THE HOMESTEAD EDUCATION CENTER") FOR THE USE OF THE J L KING CENTER FOR THE MONTHS OF JUNE AND JULY, 2019"

Alderman Little asked to add Item IX. D. to consent.

Alderman Vaughn asked to remove Mayor's Business, Items IX. B. and C. from consent.

Public Hearing A, CU 19-06, was removed from the agenda in that it was advertised for July 2, 2019.

Alderman Perkins noted Board Business Item X. B. and encouraged all interested parties to apply for the vacant Starkville-Oktibbeha Consolidated School District Board position. He then thanked Dr. Lee Brand for his service.

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 Beatty, to approve the June 18, 2019 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
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
RECESS MEETING OF TUESDAY, JUNE 18, 2019
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE MAY 21, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 4, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introductions :

Municipal Court – Shay Holmes – Municipal Deputy Court Clerk
Fire Department – Jamie Adams, Mitch Graves, Zaking Hawkins and Preston Newman
Starkville Utilities – Kody Dupre - Wastewater Operator
Brady Hanes, Noah Jones, and Joshua Reed are all Lineman

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. PUBLIC HEARING ON AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF STARKVILLE, MISSISSIPPI.

IX. MAYOR'S BUSINESS

A. CONSIDERATION FOR 16 YOUTH, AND 6 COORDINATORS TO ATTEND MISSISSIPPI MUNICIPAL LEAGUE 2019 MAYORS YOUTH COUNCIL TRACK JUNE 24-25, 2019 AT AN APPROXIMATE TOTAL COST OF $2,500.00.

B. CONSIDERATION OF AN AGREEMENT WITH NEEL-SCHAFFER TO SURVEY THE SPORTSPLEX AND MCKEE PARK AT A FEE NOT TO EXCEED $16,700.00.

C. CONSIDERATION OF AN AGREEMENT WITH NEEL-SCHAFFER TO SURVEY CORNERSTONE PARK AT A FEE NOT TO EXCEED $15,750.00.

D. CONSIDERATION OF AN AGREEMENT WITH EXCELLENCE VENTURES (REPLACING "THE HOMESTEAD EDUCATION CENTER") FOR THE USE OF THE J L KING CENTER FOR THE MONTHS OF JUNE AND JULY, 2019.

X. BOARD BUSINESS

A. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING AND APPROVING THE FORM OF AN INTERLOCAL COOPERATION AGREEMENT WITH OKTIBBEHA COUNTY, MISSISSIPPI, IN SUPPORT OF THE STARK CROSSING DEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; AND FOR RELATED PURPOSES INCLUDING INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY FOR THE TAX INCREMENT FINANCING PLAN, STARK CROSSING DEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, JANUARY 2016, AS AMENDED AND RESTATED JULY 2016.

B. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR AN APPOINTMENT TO A POSITION ENDING MARCH 2020 ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, WITH THE DEADLINE FOR THE LETTERS OF INTEREST BEING 5:00 P.M., ON THURSDAY, JUNE 27, 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 THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE STARKVILLE SUNDAY FUNDAY EVENT AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

b. CONSIDERATION OF PP 19-04 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR A TWO-LOT SUBDIVISION LOCATED APPROXIMATELY 1700' WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY ON THE NORTHSIDE OF LYNN LANE IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 201I-00-013.00.

c. CONSIDERATION OF FP 19-03 A REQUEST FOR FINAL PLAT APPROVAL FOR A TWO-LOT SUBDIVISION LOCATED APPROXIMATELY 1700' WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY ON THE NORTHSIDE OF LYNN LANE IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 201I-00-013.00.

C. COURTS
THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZING THE MAYOR TO APPROVE AN AS-NEEDED CONTRACT WITH NEEL SCHAFFER TO PROVIDE TRAFFIC IMPACT STUDY VERIFICATION AND OTHER TRANSPORTATION RELATED SERVICES.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 11, 2019 FOR FISCAL YEAR ENDING 9/30/19, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. CONSIDERATION OF ACCEPTANCE OF MAY FINANCIAL STATEMENTS.

3. CONSIDERATION OF BUDGET ADJUSTMENTS FOR FISCAL YEAR 9-30-19

4. REQUEST AUTHORIZATION TO ENTER INTO A LEASE AND SERVICE AGREEMENT FOR A NEOPOST POSTAGE MACHINE WITH MEMPHIS COMMUNICATIONS CORPORATION (MCC) MISSISSIPPI.

5. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR LASHONDA WILSON TO ATTEND THE WEDNESDAY, JUNE 26, OPENING SESSION OF THE MML CONFERENCE IN BILOXI TO ACCEPT HER MUNICIPAL CERTIFIED DEPUTY CLERK PLAQUE WITH COST NOT TO EXCEED $400.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION FOR FIRE CHIEF YARBROUGH TO ATTEND THE FIRE RESCUE INTERNATIONAL CONFERENCE IN ATLANTA, GA AUGUST 7-10, 2019 WITH ADVANCED TRAVEL NOT TO EXCEED $1300.00, PLUS USE OF CITY VEHICLE.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ALEXIS ROBINSON AS A TEMPORARY DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE JALEN CAMPBELL AS A SEASONAL MAINTENANCE WORKER IN THE PARKS AND RECREATION DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE KENDRICK BISHOP, EMELO BUSH, AND JONIRUS DAVIS AS A MAINTENANCE WORKERS I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE MARICEAV BARBER AS A TEMPORARY MAINTENANCE WORKERS I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

5. REQUEST AUTHORIZATION TO ADVERTISE FOR FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

6. REQUEST AUTHORIZATION TO ADVERTISE FOR TWO (2) PART-TIME PROGRAM ASSISTANT POSITIONS IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

7. REQUEST AUTHORIZATION TO ADVERTISE FOR A TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

8. REQUEST AUTHORIZATION TO HIRE JOHN CLARK AS AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

9. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER THOMPSON AND JOHNNIE ARMSTRONG AS PART TIME CITY HALL FRONT DESK RECEPTIONISTS IN THE FINANCE & ADMINISTRATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF A HVAC MAINTENANCE AGREEMENT WITH TERRY SERVICE, INC. FOR THE SPORTSPLEX AT A COST OF $4,992.00 PER YEAR.

2. CONSIDERATION TO AUTHORIZE MURPHREE PAVING TO RESURFACE THE WALKING PATH AT J. L. KING SENIOR MEMORIAL PARK FOR THE AMOUNT OF $18,500.00, THE LOWEST QUOTE.

3. CONSIDERATION TO AUTHORIZE A TENNIS COMPLEX USE AND MANAGEMENT AGREEMENT BETWEEN THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT, THE STARKVILLE TENNIS ASSOCIATION, INC. AND THE CITY OF STARKVILLE FOR THE STARKVILLE HIGH TENNIS COURT RESURFACING ROJECT.

4. CONSIDERATION OF APPROVAL OF A LEASE AGREEMENT WITH BANK FIRST LEASING, LLC OVER FOUR YEARS AT 3.49% INTEREST FOR THE LEASE PURCHASE OF A JOHN DEERE 9009 TERRAIN CUT MOWER AT A COST OF $66,752.32 TO BE USED BY STARKVILLE PARK AND RECREATION DEPT.

II. POLICE DEPARTMENT

1. CONSIDERATION OF LOWEST AND BEST QUOTE OF $756.00 PER MONTH FOR ONCE A WEEK CLEANING FROM JAN-PRO CLEANING SYSTEMS.

2. CONSIDERATION TO APPLY FOR THE JUSTICE ASSISTANCE GRANT FOR FY20 FUNDING IN THE AREA OF EQUIPMENT, TWO (2) RADAR SPEED LIMIT SIGNS, WITH A 25% MATCH GRANT UP TO $5,000.

III. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM WESCO DISTRIBUTION FOR THE PURCHASE OF OPTICAL GROUND WIRE (MATERIAL ONLY) IN THE AMOUNT OF $30,750.00.

2. REQUEST APPROVAL FOR ORLANDO SMITH AND JUSTIN HATCHER WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE TVPPA LINEMAN APPRENTICESHIP OPERATION LAB 3 ON JULY 22-26, 2019 AT A COST NOT TO EXCEED $3,500 TOTAL.

3. REQUEST APPROVAL TO ENTER INTO SPECIAL FACILITIES AGREEMENT BETWEEN STARKVILLE UTILITIES AND SOUTHWIRE COMPANY, LLC FOR POWER FACTOR CORRECTION FACILITIES.

4. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ENTER INTO PROJECT AGREEMENT WITH SOUTHWIRE TO INSTALL NEW UNDERGROUND 13KV CIRCUIT TO THE SOUTHWIRE PLANT.

5. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO ENTER INTO SERVICE AGREEMENT WITH BUILDING TECHNOLOGY SERVICES, LLC FOR AUTOMATIC FIRE SPRINKLER EQUIPMENT INSPECTION SERVICE.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL JULY 2, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 30:

2. CONSIDERATION OF THE MINUTES OF THE MAY 21, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the May 21, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JUNE 4, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 4, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF 16 YOUTH, AND 6 COORDINATORS TO ATTEND MISSISSIPPI MUNICIPAL LEAGUE 2019 MAYORS YOUTH COUNCIL TRACK JUNE 24-25, 2019 AT AN APPROXIMATE TOTAL COST OF $2,500.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the

June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval of up to 6 youth, and 6 coordinators to attend Mississippi Municipal League 2019 Youth Track June 24-25, 2019 with funds to be taken from the Mayor Youth Council budget” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF AN AGREEMENT WITH EXCELLENCE VENTURES (REPLACING “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 Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval of an agreement with Excellence Ventures (Replacing “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 Excellence Ventures, 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.

21. This Lease Agreement supersedes the previous Lease Agreement entered into between The Homestead Education Center and the City of Starkville, MS, which was approved by the Starkville Board of Aldermen on June 4, 2019, and makes that Lease Agreement null and void.

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

____

Print Name: ______________________
Director, Excellence Ventures

____
D. Lynn Spruill
Mayor, Starkville, MS

6. CONSIDERATION OF ADVERTISING FOR LETTERS OF INTEREST FOR AN APPOINTMENT TO A POSITION ENDING MARCH 2020 ON THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES, WITH THE DEADLINE FOR THE LETTERS OF INTEREST BEING 5:00 P.M., ON THURSDAY, JUNE 27, 2019.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval of advertising for letters of interest for an appointment to a position on the Starkville-Oktibbeha Consolidated School District Board of Trustees, with the deadline for the Letters of Interest being 5:00 p.m., on Thursday, June 27, 2019" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF ACCEPTANCE OF MAY FINANCIAL STATEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "acceptance of the May financial statements" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF BUDGET ADJUSTMENTS FOR FISCAL YEAR ENDING 9-30-19.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval of budget adjustments for fiscal year ending 9-30-19" is enumerated, this consent item is thereby approved.

June 18, 2019 – Post at June 30, 2019			
Budget Amendments for Fiscal Year ending September 30 , 2019			
Account #	**Description**	**Debit**	**Credit**
001-130-501-200	Special Election Supplies	750.00	
001-130-602-338	Election Mch Contract Services	4,500.00	
001-800-840-876	Bond Fees	8,750.00	
001-142-600-338	Audit and Budget Services	1,000.00	
001-145-918-805	Machinery and Equipment	500.00	
001-000-340-600	Interest Income		50,000.00
001-120-600-300	Professional Services	30,000.00	
001-230-690-552	Dispatcher Training	1,000.00	
001-180-691-505	Time Clock System	2,500.00	
001-120-690-555	Dues – City	1,000.00	
001-245-440-108	Part time Dispatchers		10,000.00
001-245-450-125	Overtime Dispatchers	10,000.00	
001-550-501-415	Sport Programs	50,000.00	
001-550-512-200	Tournament Supplies	10,000.00	
001-000-358-705	Park Fees and Registration		50,000.00
001-000-358-715	Park Advertisements Revenue		5,000.00
001-000-358-620	Restitution Received – Park		5,000.00
001-550-702-615	Reeve Foundation Grant – Park	25,000.00	
001-000-358-720	Reeve Foundation Grant – Park		25,000.00
022-341-820-874	Paid Off 2 Sanitation Trucks	22,000.00	
022-325-820-874	Paid off front loader trucks	123,000.00	
022-341-691-450	GPS Expenses – Sanitation	750.00	
022-325-820-875	Principal – New Trucks	54,250.00	
022-000-354-612	Insurance received on trucks		200,000.00

Starkville Utilities – Electric Department
Budget Year 2019 (10/2018-9/2019) Amendment

		Original Adopted Budget	Amendments	Amended Budget
	Revenues			
1	Electric Sales	42,483,000	(1,100,000)	41,383,000
2	Forfeited Customer Discounts	150,000		150,000
3	Misc. Service Revenue	250,000		250,000
4	Interest Income	45,000		45,000
5	Rent from Electric Property	180,000		180,000
6	Water Sewer Reimbursement	600,000		600,000
7	Sanitation Reimbursement	80,000		80,000
8	City Reimbursement for Lights	-	12,000	12,000
	Other Revenue	1,305,000	12,000	1,317,000
	Total Revenue	**43,788,000**	**(1,088,000)**	**42,700,000**
	Expenses			
9	Purchased Power Expense	34,369,920	(1,100,000)	33,269,920
	Payroll Expenses			
10	Employee Salaries	1,597,474	30,817	1,628,291
11	Employee Overtime	95,848		95,848
12	Employer Contributions - State Retirement	273,683	(6,156)	267,528
13	Employer Contributions - Social Security	129,539	(2,990)	126,549
14	Employer Contributions - Group Insurance	229,900	(69,900)	160,000
15	Payroll Expense from Other Departments	-	48,228	48,228
	Total Payroll Expenses	2,326,444	(0)	2,326,444
	Operating Expenses			
16	City Adminstrative Cost Reimbursement	125,000		125,000
17	Billing Services	325,000		325,000
18	Insurance	185,000	30,000	215,000
19	Communications	70,000	5,000	75,000
	Answering Service	5,000	(5,000)	-
20	Travel and Training	45,000		45,000
21	Dues	50,000		50,000
22	Office Supplies	40,000		40,000
23	Safety Supplies	25,000		25,000
24	Uniforms	25,000	10,000	35,000
25	Audit	20,000		20,000
26	Collection Fees	6,000	4,000	10,000
27	Advertising	10,000	(4,000)	6,000
28	Utilities	5,000	5,000	10,000
29	Rent	7,500		7,500
30	Postage	6,000		6,000
	Total Operating Expenses	949,500	45,000	994,500

Starkville Utilities – Electric Department
Budget Year 2019 (10/2018-9/2019) Amendment

		Original Adopted Budget	Amendments	Amended Budget
	Maintenance Expense			
31	Auto Repair Parts & Supplies	185,000	25,000	210,000
32	Expensed Materials & Supplies	210,000	30,000	240,000
33	Substation Repairs & Supplies	75,000		75,000
34	Row Clearing	310,000		310,000
35	Contract Services	75,000	250,000	325,000
36	Meter Reading	25,000	180,000	205,000
37	General Maintenance	15,000	35,000	50,000
38	Building Maintenance	50,000		50,000
	Total Maintenance Expenses	945,000	520,000	1,465,000
	Capital Expense			
39	Capitalized Materials & Supplies	1,000,000		1,000,000
40	Capitalized Contract Services	737,000		737,000
41	Asset Purchases - Building & Grounds	135,000		135,000
42	Asset Purchases - Equipment & Vehicles	405,000		405,000
43	Substation Capital Projects	532,290		532,290
	Total Capital Expenses	2,809,290	-	2,809,290
45	Debt Expense	778,675		778,675
46	Tax Equivalency	1,365,000		1,365,000
	Total Expenses	**43,543,829**	**(535,000)**	**43,008,829**
	Total Revenue Over Expenses	**244,171**	**(553,000)**	**(308,829)**

	Original Adopted Budget	Amendments	Amended Budget
Capital Expense Funding from Long-Term Debt			
Northeast Substation 161/13kV Substation	15,000		15,000
Southwest Substation 161/13kV Substation	1,594,090		1,594,090
Starkville 161/69kV Primary Substation	65,000		65,000
Southwest Substation 69kV Transmission Lines	148,200		148,200
Southwest Substation 13kV Distribution Lines	210,000		210,000
Total	2,032,290	-	2,032,290
Less: Bond Proceeds Funding Capital Projects	(1,500,000)		(1,500,000)
Net Capital Expense Funding from Long-Term Debt	532,290	-	532,290

Starkville Utilities – Water & Sewer Department
Budget Year 2019 (10/2018-9/2019) Amendment

		Original Adopted Budget	Amendments	Amended Budget
	Revenues			
1	Water Sales Revenue	$ 4,500,000	$ (300,000)	$ 4,200,000
2	Sewer Sales Revenue	3,200,000	(200,000)	3,000,000
	Total Sales Revenue	$ 7,700,000	$ (500,000)	$ 7,200,000
3	Water Tap Fees	150,000	-	150,000
4	Tower Lease	317,588	-	317,588
5	MSU Income - Wastewater Treatment	110,000	80,000	190,000
6	Wastewater Revenue	20,000	-	20,000
7	Sale of Materials	50,000	(50,000)	-
8	Miscellaneous Income	25,000	75,000	100,000
9	Federal & State Grant Revenue	1,015,000	-	1,015,000
	Total Other Revenue	$ 1,687,588	$ 105,000	$ 1,792,588
	Total Revenue	**$ 9,387,588**	**$ (395,000)**	**$ 8,992,588**
	Expenses			
	Payroll Expenses			
10	Employee Wages	$ 1,075,000	$ (140,000)	$ 935,000
11	Employee Overtime	107,500	20,000	127,500
12	Employer Contribution - Retirement	191,122	(18,900)	172,222
13	Employer Contribution - Social Security	90,461	(9,180)	81,281
14	Employer Contribution - Insurance	223,394	(93,394)	130,000
15	Salaries Expense to Other Depts	-	210,000	210,000
	Total Payroll Expenses	$ 1,687,477	$ (31,474)	$ 1,656,003
	Operating Expenses			
16	City Administrative Costs	$ 75,000		$ 75,000
17	Rental Allocation to Electric Dept	200,000	50,000	250,000
18	Billing Services	180,000		180,000
19	Insurance	60,000	25,000	85,000
20	Communications	35,000		35,000
21	Travel & Training	10,000		10,000
22	Dues	2,000		2,000
23	Office Supplies	20,000		20,000
24	Uniforms	20,000		20,000
25	Advertising	-	1,000	1,000
26	Utilities	850,000		850,000
27	Rent	-	5,000	5,000
28	Miscellaneous Expense	20,000	(6,000)	14,000
	Total Operating Expenses	$ 1,472,000	$ 75,000	$ 1,547,000

Starkville Utilities – Water & Sewer Department
Budget Year 2019 (10/2018-9/2019) Amendment

		Original Adopted Budget	Amendments	Amended Budget
	Maintenance Expense			
29	Supplies & Small Tools	$ 95,000	$ 415,000	$ 510,000
30	Gas & Oil Expense	65,000	(15,000)	50,000
31	Fire Hydrant Supplies	10,000		10,000
32	Street Maintenance Supplies	25,000		25,000
33	Chemicals	124,000		124,000
34	Contract Services	80,000		80,000
35	Contract Services - Legal	10,000		10,000
36	Contract Services - Meter Reading	25,000	100,000	125,000
37	Contract Services - Testing	12,000		12,000
38	Water Quality Analysis	50,000		50,000
39	Tank & Well Maintenance	110,000		110,000
40	Repairs & Maintenance - Infrastructure	110,000	100,000	210,000
41	Repairs & Maintenance - Shop	65,000		65,000
42	Repairs & Maintenance - Equipment	225,000		225,000
43	MSU Pump Operations & Maintenance	160,000		160,000
44	Remote Pump Station Maintenance	40,000		40,000
	Total Maintenance Expenses	$ 1,206,000	$ 600,000	$ 1,806,000
	Capital Expense			
45	Construction Materials	$ 829,000	$ (829,000)	$ -
46	Contract Services	425,000	(425,000)	-
47	Infrastructure Improvements	2,075,000	789,000	2,864,000
48	Asset Purchases - Building & Grounds	-		-
49	Asset Purchases - Equipment & Vehicles	115,000		115,000
	Total Capital Expenses	$ 3,444,000	$ (465,000)	$ 2,979,000
	Debt Expense			
50	Interest Expense on LTD	$ 173,643		$ 173,643
51	Decrease in LTD Principal	682,000		682,000
	Total Debt Expenses	$ 855,643	$ -	$ 855,643
	Total Expenses	**$ 8,665,120**	**$ 178,526**	**$ 8,843,646**
	Total Revenues Over Expenses	**$ 722,468**	**$ (573,526)**	**$ 148,942**

	Original Adopted Budget	Amendments	Amended Budget
Capital Expense Net of Long-Term Debt Funding			
Major Construction and Rehab Work	$ 1,500,000	$ 789,000	$ 2,289,000
SCADA Wastewater Upgrades	40,000		40,000
Roundhouse Road Sewer Replacement	535,000		535,000
Wastewater Lagoon Project	5,000,000		5,000,000
Total	$ 7,075,000	$ 789,000	$ 7,864,000
Less: Debt Funding Capital Projects	(5,000,000)		(5,000,000)
Capital Expense Net of Long-Term Debt	$ 2,075,000	$ 789,000	$ 2,864,000

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

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Starkville City Hall to enter a lease and service agreement for a new NeoPost Postage machine with Memphis Communications Corporation (MCC) Mississippi” is enumerated, this consent item is thereby approved. (See Agreement on following page)

10. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR LASHONDA WILSON TO ATTEND THE WEDNESDAY, JUNE 26, OPENING SESSION OF THE MML CONFERENCE IN BILOXI TO ACCEPT HER MUNICIPAL CERTIFIED DEPUTY CLERK PLAQUE WITH COST NOT TO EXCEED $400.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval of travel for LaShonda Wilson to attend the Wednesday, June 26, Opening Session of the MML Conference in Biloxi to accept her Municipal Certified Deputy Clerk plaque with estimated cost of $500 with advance travel” is enumerated, this consent item is thereby approved.

11. CONSIDERATION FOR FIRE CHIEF YARBROUGH TO ATTEND THE FIRE RESCUE INTERNATIONAL CONFERENCE IN ATLANTA, GA AUGUST 7-10, 2019 WITH ADVANCED TRAVEL NOT TO EXCEED $1300.00, PLUS USE OF CITY VEHICLE.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Fire Chief Yarbrough to attend the Fire Rescue International Conference in Atlanta, GA on August 7-10, 2019 with advanced travel not to exceed $1300.00, plus use of City vehicle” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION TO HIRE ALEXIS ROBINSON AS A TEMPORARY DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Alexis Robinson as a Temporary Full Time Deputy Court Clerk in the Municipal Court Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AUTHORIZATION TO HIRE JALEN CAMPBELL AS A SEASONAL MAINTENANCE WORKER IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Jalen Campbell as a seasonal maintenance worker in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF AUTHORIZATION TO HIRE KENDRICK BISHOP, EMELO BUSH, AND JONIRUS DAVIS AS MAINTENANCE WORKERS I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Kendrick Bishop, Emelo Bush, and Jonirus Davis as Full-Time Maintenance Workers I in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

Communication Systems

PROPOSAL

DATE:**May 14, 2019**

MISSISSIPPI

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

City of Starkville- City Clerk
110 W Main St.
Starkville, MS 39759

We are pleased to present the following proposal:

NEOPOST AUTOMATIC INTELLIGENT MAILING SYSTEM

DESCRIPTION	QUANTITY	TERM	TOTAL
IN600AF Digital Postage System - 110 Letters Per Minute - "Smart Start" Feeding - Envelope Sealing - Auto Thickness Adjustment up to ½" Thick - Includes Total Funds - Easy to Operate LED Display - Includes 25 Departmental Accounts - Programmable Tape Dispenser - Automatic Date Setting - 4-Digit Password Security - IBIP Compliant/HP Digital Printing - Customizable Text Messaging -Integrated weighing platform- 10 lbs Mail Finance to relieve existing Pitney Bowes lease #0010390127 obligation not To exceed $1,386.00	1	63 months	***$145.00*** *Price is before tax*

Shipment, F.O.B. factory will be approximately 2-3 weeks after receipt of your order. All prices are quoted for immediate acceptance and subject to change without notice unless otherwise stated. Terms CASH OR LEASE. Major supply costs detailed:

Thank You,

Ashleigh Jackson 662-285-8116

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

☐ Consider this our order. ☐ Our purchase order ______ (Number if Known) will follow.

By X ______ Title X ______ Date X ______

MCC201- 4/11

TERMS AND CONDITIONS

Terms of payment and reservation of title:

1. Terms on all productions, software, equipment (sold or rented), and maintenance agreements are cash. Supplies are net 10 days. Memphis Communications Corporation (MCC) reserves the right to ship C.O.D. to purchasers with unapproved credit ratings.

2. Purchaser hereby gives to MCC a security interest in the equipment and personal property purchased hereunder to secure payment of the total sales price. Failure to pay for the equipment or personal properly described in this contract in accordance with the terms hereunder will constitute a default hereunder and MCC will be entitled to enforce all the rights and remedies allowed a secured party under T.C.A. - Sec. 47-9-101 et seq. Purchaser further agrees to execute UCC financing statements in order for MCC to perfect its security interest in the property against third parties. Upon payment in full being made hereunder, including any and all interest and/or service charges due, MCC shall file a release of UCC financing statement filed in accordance with the terms stated herein.

3. ~~If and in the event this account is placed in the hands of an attorney for collection, by suit or otherwise or in any way to enforce its collection, purchaser agrees to pay all court costs of collection and litigation together with a reasonable attorney's fee.~~

4. Purchaser agrees to pay an interest ~~of 1 1/2% per month (18% annual interest rate)~~ on all past due accounts. not allowed by MS Code Section 31-7-305.

5. Memphis Communications Corporation is not responsible for misuse or misapplication of its products, intentional or otherwise. All warranties (implied or expressed) are that of the manufacturers. Under no such circumstances shall MCC be liable for any consequential or contingent damages.

6. Any alterations or deviation from the specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Purchaser to carry fire, tornado, and other necessary insurance on equipment or work to be performed.

7. Certain merchandise may be exchanged (subject to shelf life) upon receiving written approval from Memphis Communications Corporation. Such exchange of merchandise will be subject to a 20% restocking charge.

8. This order is non-cancelable. Any deposits, prepayments or installments cannot be refunded.

Service and Maintenance Agreements

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

Exclusions

A. Electrical work external to the equipment is not covered. Telephone company charges to install or improve telephone lines are the responsibility of the customer. Any charges by an outside source to improve electric or network lines are the responsibility of the customer. Network wiring to improve or connect the hardware to a computer or network is not included and is the responsibility of the customer.

B. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment is not covered. There will be additional charges for service for malfunctioning equipment when unauthorized parts, supplies, attachments or conflicting software is used with equipment.

C. Service necessitated as a result of alterations, malfunctioning computer, or network hardware is not covered. In addition, alterations or malfunctioning computer or network operating system, application, and/or network operating software are not covered. In such event, Memphis Communications Corporation reserves the right to terminate service contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

D. The reinstallation of drivers and/or installation of connected devices due to changes in network operating systems or malfunction of devices are not covered and will be billed at our current hourly rates.

Freight Damage and Shortage:

10. In case of damaged merchandise - mark bill of lading explaining damage and have driver sign. File claim directly with carrier or your own insurance company. If damage is concealed, call carrier and request inspection. Hold containers with packing and merchandise until agent has made an inspection report.

11. If you do not receive the correct number of cartons - note on bill of lading and have driver sign.

12. On shortages of contents inside cartons - recheck contents against quantities shown in shipped column. The apparent shortage may be a backordered item. If you are still unable to reconcile the shortage, notify us immediately. **Shortages will not be considered unless we are notified in writing within 10 days.**

13. This document incorporates the entire terms and conditions of the purchase of the products or services described on the reverse side. No verbal representations will be honored unless confirmed in writing on official MCC letterhead and signed by corporate official.

MailFinance
A Neopost USA Company

Product Lease Agreement
with Meter Rental Agreement

Section (A) Office Information

Office Number	Office Name	Phone #	Date
6113	**MCC Mississippi**	**(601) 228-1800**	**05/14/2019**

Section (B) Billing Information

Company Name	**City of Starkville- City Clerk**		
DBA			
Billing Address	**110 W Main St.**		
City State Zip+4	**Starkville**	**MS**	**39759**
Contact Name	**Lesa Hardin**	Phone	**(662) 323-2525**
Contact Title	**CFO**	Fax	
Email Address		PO #	

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

Company Name	**City of Starkville- City Clerk**		
Installation Address	**110 W Main St.**		
City State Zip+4	**Starkville**	**MS**	**39759**
Contact Name	**Lesa Hardin**	Phone	**(662) 323-2525**
Contact Title	**CFO**	Fax	
Email Address			
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN600AFSHWP10	IN Series 600 Base w/ Autofeeder, Sealer, Catch Tray, Ink Cartridge, LAN Cable & INWP10

Section (E) Lease Payment Information & Schedule

Tax Status:
- ☐ Taxable
- ☑ Tax Exempt

Certificate attached

Billing Frequency:
- ☐ Monthly
- ☑ Quarterly
- ☐ Annually

Billing Method:
- ☑ Standard

Number of Months		Monthly Payment (Plus applicable taxes)
First	63	$145.00

Current Lease Number:

☐ ACH (Customer to submit authorization form)

Section (F) Postage Meter & Postage Funding Information

Meter Model	**IN600AFAI**	Machine Model	**IN600AFSHWP1**

Postage Funding Method:
- ☑ Bill Me ☐ Prepay by Check
- ☐ ACH Debit (Submit customer authorization form)

Postage Funding Account:
- ☐ POC ☐ TMS
- ☐ New ☐ Existing

Existing Account Number:

Service Products (Check all that apply)

- ☑ Online Postal Rates iMeter™ App (SP10)
- ☐ Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- ☐ Online E-Services iMeter™ App (SP30)
- ☑ NeoShip PLUS (EP70PLUS)
- ☑ NeoShip Install & User Guide (EP70GUIDES)
- ☐ RunMyMail ☐ 3G/4G Cell Service
- ☐ Maintenance
- ☑ Installation/Training
- ☐ Software Support for premise (non-cloud) solutions

Section (G) Approval

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

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

X X X

Authorized Signature   Print Name and Title   Date Accepted

Accepted by Neopost USA and its Affiliates   Date Accepted

Customer Information & Business Practices

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

I. Maintenance Agreements

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

Company name: City of Starkville - City Clerk

Address: 110 W. Main St., Starkville, MS

Model of equipment: IN1000AF Serial #: ______ Loc # ______

Maintenance Agreement pricing for first year: $ ______

Customer signature: X ______ Date: X ______

Print name/title: X ______

Salesman's signature: ______ Print name: ______

Date: ______

I wish to purchase a Maintenance Agreement at this time ______

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

Reason for refusal: Not needed at this time.

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

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

15. CONSIDERATION OF AUTHORIZATION TO HIRE MARICEAV BARBER AS A TEMPORARY MAINTENANCE WORKERS I IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval to hire Mariceav Barber as a Temporary Full-Time Maintenance Worker I in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO ADVERTISE FOR FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval to advertise for Firefighters in the Starkville Fire Department" is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ADVERTISE FOR TWO (2) PART-TIME PROGRAM ASSISTANT POSITIONS IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval to advertise for two (2) part-time Program Assistant positions in the Starkville Parks & Recreation Department" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO ADVERTISE FOR A TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval to advertise for a temporary full-time Code Enforcement Officer in the Community Development Department" is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO HIRE JOHN CLARK AS A PART TIME AIRCRAFT LINEMAN (FBO) IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval to hire John Clark as a Part-Time Aircraft Lineman (FBO) in the Starkville Airport Department" is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER THOMPSON AND JOHNNIE ARMSTRONG AS PART TIME CITY HALL FRONT DESK RECEPTIONISTS IN THE FINANCE & ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval to hire Christopher Thompson and Johnnie Armstrong as a Part Time Receptionists for the Finance & Administration Department" is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF A HVAC MAINTENANCE AGREEMENT WITH TERRY SERVICE, INC. FOR THE SPORTSPLEX AT A COST OF $4,992.00 PER YEAR.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval of a HVAC maintenance agreement with Terry Service, Inc. for the Sportsplex at an annual cost of $4,992.00" is enumerated, this consent item is thereby approved.

TERRY SERVICE, INC.

POST OFFICE BOX 1557 ♦ RIDGELAND, MS 39158-1557
746 S. RIDGEWOOD ROAD ♦ RIDGELAND, MS 39157
PHONE: 601 956-9211 ♦ MS WATTS: 1-800-898-0116
OFFICE FAX: 601-957-9340 ♦ SERVICE FAX: 601-956-8898

SUPPORT SERVICES AGREEMENT FOR:

Starkville Sportplex
405 Lynn Lane
Starkville, MS 39759

1. **FIRST PRIORITY ON EMERGENCY SERVICE REQUESTS:**
Our objective is to provide prompt service to all our customers. There are times during peak service seasons when all customer requests for service cannot be met immediately. Under such circumstances, equipment covered by this agreement will be given emergency service attention priority relative to equipment not covered by similar contracts. The cost of emergency service is **not** included in this proposal.

2. **EQUIPMENT COVERED UNDER AGREEMENT:**

Equipment	Qty	Manufacturer
RTAA100 With Pumps	1	Trane
Climate Changer AHU	2	Trane
M-Series AHU	2	Trane
BCXC Blower Coil/VAV Units	6	Trane
Mini-Split	2	Mitsubishi
Tracer Summit	1	Trane
Variable Frequency Drives	4	ABB

3. **PREVENTATIVE MAINTENANCE INSPECTION SCOPE:**

   A. **Frequency of Equipment Inspections:** FOUR (4) TIMES PER YEAR

   1. Annual Inspection
      - Cleaning of chiller condenser coils
      - Belt Replacement as needed once per year.
      - Tighten all electrical connections.
      - Check chiller refrigerant charge per circuit.
      - Check and lubricate all bearing.
      - Verify system operation.
      - Supply owner with a deficiency report

   2. Operational Inspections
      - Tighten electrical connections.
      - Verify proper belt tension and alignment.
      - Check and lubricate bearing if necessary.
      - Verify proper low ambient operation of cooling system.
      - Verify system operation.
      - Supply owner with a deficiency report.

B. **Inspection Procedures**- Will be performed according to the equipment manufacturer's recommended procedures.

4. **REPAIR SERVICE:** Available 24 hours a day seven days a week including holidays over and above this service agreement per the attached Terms and Conditions. Terry Service, Inc. will guarantee a two hour response for emergency service calls.

5. **TERMS AND CONDITIONS:** Attached at end of this Service Agreement Proposal.

6. **RENEWAL:** The agreement term is for one (1) year past the contract effective date.

   This quotation is subject to acceptance within thirty days from date of Service Agreement Proposal. Pricing is then subject to review. Any increase/decrease in pricing of signed Service Agreement must be submitted forty-five (45) days prior to contract renewal date.

7. **CONTRACT PRICING AND ACCEPTANCE:**

   The price for this Service Agreement Proposal is **$4,992.00 per year** and is payable **$1,248.00 per quarter, net thirty days.**

Submitted by: Trey Tupman
Title: Account Manager
Date: 6/3/2019

TERRY SERVICE, INC. APPROVAL:

Signature: [signature]

Title: Account Manager

Date: 6/10/2019

CUSTOMER ACCEPTANCE:

Signature: [signature]

Title: Mayor- City of Starkville

Date: 6-18-2019

CONTRACT EFFECTIVE DATE: 7/1/2019

CONTRACT EXPIRATION DATE: 6/30/2020

TERRY SERVICE, INC.

POST OFFICE BOX 1557 ♦ RIDGELAND, MS 39158-1557
746 S. RIDGEWOOD ROAD ♦ RIDGELAND, MS 39157
PHONE: 601 956-9211 ♦ MS WATTS: 1-800-898-0116
OFFICE FAX: 601-957-9340 ♦ SERVICE FAX: 601-956-8898

GENERAL TERMS AND CONDITIONS

CUSTOMER OBLIGATIONS:

A. Operate the equipment in accordance with manufacturer's recommended instructions.

B. Promptly notify Terry Service, Inc. of any unusual operating conditions.

C. Pay for any services and materials not specifically included in this contract.

D. Allow Terry Service, Inc. to perform any and all approved repairs to equipment listed on Agreement on a fixed price contract or time and materials basis.

SUPPLEMENTAL CONDITIONS AND CLARIFICATIONS:

A. This agreement includes only the labor and material needed to perform the inspection procedures and/or additional services as described in Service Agreement Proposal.

B. This agreement does not include refrigerant, repair parts, repair labor or emergency service calls unless specifically noted in Service Agreement Proposal.

C. Deficiencies and needed repairs may be discovered upon inspection. Upon discovery, any such condition will be brought to the Customer's attention and an estimate will be furnished for the cost of correcting the problem.

D. Additional repair work will not be performed unless approved verbally or in writing by the Customer or his authorized representative.

E. Applicable taxes are not included in Service Agreement Proposal pricing.

F. Refrigerant Recovery/Recycle/Reclaim and oil disposal procedures are now required by law and will be followed by Terry Service, Inc. Personnel.

LABOR RATES AND PAYMENT TERMS:

A. Normal working hours: 8:00 AM to 5:00 PM, Monday through Friday

B. Overtime working hours: 5:01 PM to 7:59 AM, Monday through Friday and Weekends and Holidays.

C. There will be a one (1) hour minimum on regular time and overtime service calls during week and a two (2) hour minimum on weekend and holidays.

D. Service calls not covered under Service Agreement Proposal will be billed at current rates. Time starts and stops at our facility. Rates are subject to change on the 1st day of July each year. Our current rates are as follows:

Equipment Repair Mechanic Rate:	$102.00 per hour
Overtime Mechanic Rate:	$153.00 per hour
Truck Charge Per Service Call:	$ 35.00

E. Payment of each invoice will be made by Customer within thirty (30) days from its date and will not be delayed due to insurance claims or other settlements.

WARRANTIES AND LIABILITIES:

A. Terry Service, Inc. warrants for a period of one year that all replacement parts furnished by it under this work order are free from defects in workmanship and material.

B. The obligations and liabilities of Terry Service, Inc. under this warranty are limited to replacement parts not conforming to this warranty which have been returned freight prepaid to Terry Service, Inc. furnished F.O.B. shipping point, or freight collect to buyer's city.

C. Labor is warranted for ninety (90) days unless otherwise noted in repair proposals.

D. Any further warranty must be in writing, signed by an officer of Terry Service, Inc.

E. In no event shall Terry Service, Inc. be obligated to pay for the cost of lost refrigerant due to mechanical breakdown of equipment, leaks, or improper use of equipment.

22. CONSIDERATION TO AUTHORIZE MURPHREE PAVING TO RESURFACE THE WALKING PATH AT J. L. KING SENIOR MEMORIAL PARK FOR THE AMOUNT OF $18,500.00, THE LOWEST QUOTE.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval to authorize Murphree Paving to resurface the walking path at J. L. King Senior Memorial Park for the amount of $18,500.00, the lowest quote, with funds to be taken from the Reeve Foundation Grant" is enumerated, this consent item is thereby approved.

Three quotes received:
Murphree Paving - $18,500.00, Falcon Contracting - $24,750.00 and Mississippi Paving - $25,556.85.

23. CONSIDERATION TO AUTHORIZE A TENNIS COMPLEX USE AND MANAGEMENT AGREEMENT BETWEEN THE STARKVILLE-OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT, THE STARKVILLE TENNIS ASSOCIATION, INC. AND THE CITY OF STARKVILLE FOR THE STARKVILLE HIGH TENNIS COURT RESURFACING PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval of enter into a tennis complex use and management agreement by and between the City of Starkville, the Starkville Tennis Association, Inc. and the Starkville Oktibbeha Consolidated School District" is enumerated, this consent item is thereby approved.
(See agreement on following page)

24. REQUEST AUTHORIZATION OF LOWEST AND BEST QUOTE OF $756.00 PER MONTH FOR ONCE A WEEK CLEANING FROM JAN-PRO CLEANING SYSTEMS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the lowest and best quote of $756.00 per month for once a week cleaning of the Police Department from Jan-Pro Cleaning Systems" is enumerated, this consent item is thereby approved.

Quotes Received:	Jan-Pro Cleaning Systems:	$756.00 per month for once a week
		$590.00 per month for twice a month
	Jani-King Cleaning Svcs:	$560.00 per month for twice a month
		$280.00 per month for once a month

25. REQUEST AUTHORIZATION TO APPLY FOR THE JUSTICE ASSISTANCE GRANT UP TO $5,000 FOR FY20 FUNDING IN THE AREA OF EQUIPMENT, TWO (2) RADAR SPEED LIMIT SIGNS, WITH A 25% MATCH GRANT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval to apply for the Justice Assistance Grant for up to $5,000 for Fiscal Year 20 in the area of equipment (two radar speed limit signs) with a 25 match from the City" is enumerated, this consent item is thereby approved. (See grant application on following pages)

26. APPROVAL OF LOWEST AND BEST QUOTE FROM WESCO DISTRIBUTION FOR THE PURCHASE OF OPTICAL GROUND WIRE (MATERIAL ONLY) IN THE AMOUNT OF $30,750.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the "approval of lowest and best quote from Wesco Distribution for the purchase of optical ground wire (material only) in the amount of $30,750.00" is enumerated, this consent item is thereby approved.

2 Quotes Received: Wesco $30,750.00 and Gresco Utility Supply $32,902.50

TENNIS COMPLEX USE AND MANAGEMENT AGREEMENT

This agreement is entered into by and between the CITY OF STARKVILLE, MISSISSIPPI ("City"), the STARKVILLE TENNIS ASSOCIATION, INC. ("Tennis Association"), and the STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT ("School District").

WHEREAS, the parties believe that public tennis courts on the campus of Starkville High School, managed and maintained by the School District, but with collective input by the City and Tennis Association, will allow economies of scale, which will result in a tennis complex superior to what any party could construct and maintain alone, and that represents the most economic use of funds, and the most efficient provision of services and facilities in a manner that will best serve the needs of the community.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and covenant as follows:

1. The School District, the City, and the Tennis Association agree that the School District shall manage and maintain the tennis complex under the terms and conditions more fully described below.

2. This agreement shall commence on July 1, 2019, and run through June 31, 2024.

3. The tennis complex located on the campus of Starkville High School is a public facility. It will be operated, managed and maintained for the use and benefit of the Starkville High School tennis team, the Tennis Association and the general public. It will not be necessary for any person desiring to play on the tennis courts to be a member of any organization or club.

Except as set out herein below at least one court shall be made available on a first come-first served basis, and such court may not be reserved in advance by any person or group.

4. Notwithstanding any other provision of this Agreement, the Starkville High School tennis team shall have priority for use of the tennis courts for scheduled practices, matches and tournaments. The dates and times of those practices, matches and tournaments will be posted on the court registration system maintained on the Starkville Parks and Recreation website. During those times the Starkville High School tennis team shall have exclusive access to all courts in the tennis complex. In the event a match or tournament is by necessity rescheduled, the Starkville High School tennis team shall give notice of all such changes on the court registration system maintained at the Starkville Parks and Recreation website as soon as practicable. Similarly, both the City and the Tennis Association may use all of the courts in the tennis complex for a tournament so long as the tournament is scheduled on the court registration system maintained on the Starkville Parks and Recreation website no less that two (2) weeks in advance, and so long as the tournament sought to be scheduled by the City or Tennis Association does not conflict with a practice, match or tournament scheduled by the Starkville High School tennis team.

5. The Parties agree to work together to schedule and organize the use of the courts. This collaboration is the best process to assure the highest quality tennis courts, while at the same time having courts which are available for public use.

6. The School District shall be responsible for the care and maintenance of the tennis complex in a first class condition. However, the City and Tennis Association shall contribute to the regular upkeep of the facility. To that end, the Tennis Association agrees to provide volunteers for work days on the property. Costs to cover periodic renovation and maintenance of court surfaces and associated facilities, such as lights, sprinklers, fencing and the like, will be

shared equally (in thirds) by the Tennis Association, the City, and the School District. In exchange, the School District grants to the City and the Tennis Association access to the tennis complex as governed herein. This access shall survive the termination of this Agreement. The cost of renovation and maintenance of the tennis complex will be reviewed by the parties periodically. The estimated annual cost will be determined by the parties after reviewing the costs and expenses of operating the complex and bargaining in good faith to arrive at an appropriate estimate. The City shall provide utilities to the tennis complex at a cost and arrangement consistent with how it provides utilities to other School District athletic properties.

7. The Parties shall share administrative responsibility for the day-to- day scheduling and operation of the tennis complex. All members of the public may play on the courts regardless of sex, race, creed, color, religion, marital status, handicap, or national origin. Normal hours of operation of the tennis complex shall be from 6:00 a.m. to 9:00p.m. daily. These hours of operation may be altered for special situations. For example, the time for play may be extended during tournaments, or courts may be closed due to conditions that would endanger players or damage courts, and at times when weather makes play impossible or unsafe.

8. The parties may adopt reasonable rules and regulations for the use of the facility, which rules and regulations will not be so burdensome upon the public as to have a chilling effect on the public use of the complex. Those rules and regulations may include the following provisions:

A. Persons desiring to play tennis at the complex shall sign up for a court on the court registration system maintained on the Starkville Parks and Recreation website.

B. Possession or use of drugs or alcohol at the complex is prohibited.

C. No smoking is allowed at the complex.

D. No profane or vulgar language is allowed at the complex.

E. Priority reservations will be as follows: 1) the Starkville High School tennis team for matches, practice and tournaments; 2) the Tennis Association for USTA League Matches after 6:35 pm on weekdays; and 3) the general public.

F. No priority exists for general daily play. Courts shall be reserved on a first scheduled-first reserved basis.

9. No employee, agent, or member of the Tennis Association shall be deemed to be an employee, agent, or representative of the City or the School District. Nothing in this agreement shall be construed to create a partnership or a joint venture between the parties as to the care, maintenance, or operation of the tennis complex. The Tennis Association releases, relinquishes and discharges the City and/or the School District, and their officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the Tennis Association's use of the tennis complex whether or not said claims, demands, or causes of action are covered in whole or in part by insurance. The Tennis Association shall indemnify, hold harmless, and defend the City and/or the School District, and their officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the tennis complex by the Tennis Association and/or its members.

10. During the term of this Agreement, the Tennis Association shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the tennis complex and the activities associated with the use of the tennis complex by the Tennis Association, its agents, representatives, participants, attendees, employees, members, and volunteers for limits of not less than $1,000,000 for personal injury, death, or property damage to the tennis complex out of any one occurrence. This insurance must name the City of Starkville, MS and the Starkville Oktibbeha Consolidated School District as additional insureds under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS and the Starkville Oktibbeha County Consolidated School District. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. It is understood and agreed by all parties that neither the City nor the School District shall be a co-insurer in any manner or under any conditions whatsoever, or under any construction or interpretation of this contract, or any of the terms hereof.

11. In the event that any party fails to perform or abide by any term or provision of this Agreement, the remaining parties may, at their option, declare this Agreement to be terminated, and the Tennis Association agrees to vacate all facilities promptly upon such termination. Such termination shall not relieve the Tennis Association from liability to the City and the School District for such damages as may be suffered by the City and the School District by reason of failure or breach by the Tennis Association.

12. This agreement contains the entire agreement and understanding between the parties. All prior understandings, terms or conditions are deemed merged into this agreement. This agreement may not be changed orally or informally, but only by an agreement in writing

and executed by all the parties hereto, having first been spread upon the minutes of the Mayor and the Board of Aldermen of the City of Starkville, the Board of Trustees of the Starkville Oktibbeha Consolidated School District, and the Board of Directors of the Starkville Tennis Association, Inc.

13. Neither this agreement, nor any obligation of any party hereunder, is assignable in whole or in part.

14. Miscellaneous provisions:

A. This agreement shall be construed and enforced according to the laws of the State of Mississippi.

B. In construing this agreement feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural titles shall be substituted for singular and singular for plural in any place in which the content so requires.

C. The covenants, terms, conditions, provisions, and undertakings in this agreement shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

D. If any provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

(THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK WITH THE SIGNATURE PAGE TO FOLLOW)

WITNESS OUR SIGNATURES, this the 18th day of June, 2019.

CITY OF STARKVILLE, MISSISSIPPI

BY: ______________________________
D. LYNN SPRUILL, Mayor

ATTEST:

Lesa Hardin
LESA HARDIN
City Clerk

(SEAL)

STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT

BY: ______________________________
JOHN S. BROWN, President, Board of School Trustees

ATTEST:

____
EDDIE PEASANT
Superintendent

(SEAL)

STARKVILLE TENNIS ASSOCIATION, INC.

BY: ______________________________
KEITH HOLLIS, President

ATTEST:

____
CYNDI SULLIVAN, Secretary

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

SUBGRANT APPLICATION SUMMARY

1. Applicant (Name, Address, Zip, Phone, Email)	2. Project Director (Name, Address, Zip, Phone)	3. Financial Officer (Name, Title, Address, Zip, Phone)
City of Starkville 110 W. Main Street Starkville, MS 39759 (662)323.4131 c.jackson@cityofstarkville.org	Cpl. Christopher Jackson 101 E. Lampkin Street Starkville, MS 39759 (662)769-4425 c.jackson@cityofstarkville.org	Lesa Hardin, City Clerk 110 W. Main Street Starkville, MS 39759 (662)323-2525

4. Project Title: **Local Law Enforcement**

5. DUNS Number: 782430557 ___________

Tax ID. Number: 64-6001082

6. Type of Application ☐ Initial ☐ 2nd Yr. or ☐ ____ Yr. Funding

☐ Continuation of Grant No. ______________________________

7. Desired Project Duration 12 Months
Start Date: 10/01/20119
End Date: 09/30/2020

8. Brief Project Summary (required)

9. Budget Category	Requested	Approved by DPSP
a. Personnel		
b. Fringe Benefits		
c. Equipment	$5,578.12	
d. Travel		
e. Operating Expense		
f. Contractual Services		
g. Miscellaneous		
Total Project Budget	$5,578.12	

10. Source of Funds	Federal	%	St/Local Match	%	Total	%
Requested Budget	$3,750.00	67%	$1,828.12	33%	$5,578.12	100%

11. Number of pages in this application: 11

[signature] 6-18-19
Chief Administrative Officer (Signature and Date)

[signature] 6-18-19
Project Director (Signature and Date)

D. Lynn Spruill
Chief Administrative Officer (Type or Print)

Lesa Hardin 6-18-19
Financial Officer (Signature and Date)

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY
Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART I. STATEMENT OF PROBLEM

The City of Starkville, Starkville Police Department is comprised of 60 sworn officers and a civilian support staff consisting of 10 personnel. The population of The City of Starkville was estimated at 25,352 in 2017 with an additional 2018 Mississippi State University enrollment of 22,201. The department is divided into two detachments with various squads to serve the community in countless functions. The City of Starkville takes pride in providing exceptional training to its officers as well as officers in neighboring jurisdictions. The Starkville Police Department is one of the few municipal departments both state and nationally accredited through CALEA (Commission on Accreditation for Law Enforcement).

It is the mission of The Starkville Police Department to safeguard the lives and property of the people we serve. Our role is to enforce the law in a fair and impartial manner, recognizing both the statutory and judicial limitations of police authority and the constitutional rights of all persons. It is our belief that the citizens of Starkville deserve to have an exemplary police agency. The City of Starkville actively deters crime, aggressively pursues suspects and vigorously convicts those that commit crimes within our community. The Starkville Police Department is resolute in providing a safe community for all who reside, visit or commute to enjoy all the amenities of a college town.

To accomplish our purpose, The Starkville Police Department utilizes continued education, pre-event planning and the use of equipment. The Starkville Police Department is continually seeking ways to improve the safety of its citizens. The safety of motorists and pedestrians is an area The City of Starkville actively improves upon. Every fall, students arriving at Mississippi State University call Starkville home. Many of these young adults have never been away from their hometowns. These young drivers and pedestrians often become distracted, which become a danger to all.

In 2018, The Starkville Police Department received 1490 calls for service in regards to motor vehicle collisions. 68 collisions with injuries and 13 pedestrian collisions were report in 2018. In 2017, The Starkville Police Department responded to 1511 collisions with 90 reported with injuries. In 2016, The Starkville Police Department responded to 1669 collisions with 111 reported with injuries. To assist in reducing collision rates, The Mississippi Department of Transportation recently reconfigured MS Highway 12 to include a center median that prevents vehicles from making left turns. MDOT stated that MS Highway 12 has one of the highest collision rates in northeast Mississippi. To assist in this, The Starkville Police Department increased saturation patrol throughout the city to promote safe driving. The police department also utilizes a radar trailer to remind drivers what the posted speed limit is.

Unfortunately, some roadways are not designed wide enough for an officer to monitor traffic while stationary. The influx of population while Mississippi State University is in session along with large sporting events puts a tremendous strain on the city's infrastructure. The use of two radar signs would prove beneficial in preventing motor vehicle collisions where students frequently travel on foot. Many students do not pay attention while crossing the road inside the city limits due to student right of way on campus. This can prove fatal when vehicles exceed the lawful speed limit. According to a 2018 GHSA report, pedestrians account for the largest proportion of traffic fatalities.

With well into the hundred thousand annual visitors, from sporting events to festivals, The City of Starkville wants to continue to make improvements that will provide safety for all.

Collision Data provided by Starkville Police Department (Tyler Report Management Software)

Starkville Population provided by US census

Mississippi State University Enrollment provided by msstate.edu

Governors Highway Safety Association (GHSA 2018) Report

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART II. OBJECTIVES AND PROJECTED IMPACT

The Starkville Police Department's objective is to reduce the impact that motor vehicle involved injuries and fatalities cause to a community. To accomplish this task, The City of Starkville will deploy two radar signs. These signs will work in conjunction with the strategies previously deployed. The two radar signs will be in fixed locations while current resources monitor traffic while mobile throughout the city. The Starkville Police Department projects a speeding decline in the areas impacted by these radar signs. Historically 80% of drivers slow down when they encounter a radar speed limit sign.

With the added equipment and lawful speeds, motorists will be able to perceive and react to potential roadway threats in a sufficient manner. The added radar to the signs will display the motorist's speed as well as the posted speed limit. This will naturally cause motorists to slow down and pay more attention to surroundings. Commuters not familiar with the area will observe an interactive sign to assist them in obeying the traffic speed laws. Accord to The National Highway Traffic Safety Administration, a pedestrian hit by a vehicle traveling 20 mph has a 5% chance of fatality. This increases to 45% at 30 mph, and 85% at 40 mph.

The Starkville Police Department believes that this will have a positive impact on motorists and pedestrians alike. The project will increase the safety of pedestrian traffic in densely traveled areas. The longevity of this project will increase traffic safety for years to come.

Data: 2009 NHTSA Report and Radarsigns.com analytical data

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

PROJECT PLAN AND SUPPORTING DATA

PART III. IMPLEMENTATION

The process for the implementation of this equipment will begin as soon as we acquire it. This is to accomplish the most desirable outcome. Following installation of the equipment, public outreach, education and target enforcement will follow. A Media campaign will assist in public perception and awareness of the much-needed equipment.

Time Table for Accomplishment of Goals

Months 0-2 Months 2-3

Acquire equipment--------------I

Training, Installation and Utilize Equipment---------------------I

During the grant year, there will be one project manager, Corporal Christopher Jackson, which will comply with all reporting, budget submissions and PMT reporting as required. The supply Sergeant will assist in coordinating the purchase of equipment and notify the project manager of the location of the equipment anytime it redeploys to a different location.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY

Grant No.

SUSTAINABILITY PLAN

PART IV:

It is the intent of the Starkville Police Department to continue to provide quality public safety throughout the community. The City of Starkville will work with a combination of targeted enforcement, outreach and education to accomplish its mission. This equipment will prove to be a valuable tool to assist in our current strategies for public safety.

The Starkville Police Department will maintain, repair and inventory the equipment regularly and as needed. Strategically placing two (2) radar signs will assist with traffic enforcement and deterring speeders. With continued public support and education, The City of Starkville expects to see a decrease in motor vehicle collisions and speeding violations.

In the advent, that JAG funding is no longer available; The City of Starkville will continue its outreach, education and enforcement to ensure public safety. Community engagement is the key to any successful strategy. Sustaining the project will come through maintaining equipment, enforcement and continued community assistance.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY

DPSP USE ONLY

Grant No.

BUDGET CATEGORY	REQUESTED BUDGET	DPSP USE ONLY APPROVED BUDGET
A. PERSONNEL:		
TOTAL PERSONNEL		
B. FRINGE		
2. FICA Match		
3. Retirement Match		
4. Other		
TOTAL FRINGE		
C. EQUIPMENT	$5,578.12	
TOTAL EQUIPMENT		
D. TRAVEL		
2. Commercial Carrier		
3. Meals		
4. Lodging		
5. Other		
TOTAL TRAVEL		
E. OPERATING EXPENSE		
2. Rental		
3. Printing and Reproduction		
4. Communications (Telephone, Postage)		
5. Other		
TOTAL OPERATIONAL EXPENSES		
F. CONTRACTUAL SERVICES		
2. Contracts w/Organizations		
TOTAL CONTRACTUAL SERVICES		
G. MISCELLANEOUS		
2. Training Materials		
3. Other		
TOTAL MISCELLANEOUS		
H. TOTAL PROJECT BUDGET		

SUMMARY FUNDING DATA

	Federal	%	State/Local	%	TOTAL	%
REQUESTED BUDGET	$3,750.00	67	1828.12	33	5578.12	100
APPROVED BUDGET						

Budget Prepared By: Corporal Christopher Jackson

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
BUDGET NARRATIVE

DPSP USE ONLY

Grant No.

PART VI:

The Starkville Police Department is requesting funds from the Justice Assistance Grant in the field of equipment for the purchase of two (2) radar speed limit signs. The purchase will allow the Starkville Police Department to further its' traffic safety strategy. The breakdown is as follows:

Equipment

Type of Equipment	Quantity	Unit Price	Ext Price
ER12-P-DC599 Solar	2	$2789.06	$5578.12
(Radar Sign)			$5578.12

Concerning this purchase, it is the hope of the Starkville Police Department that by deploying these invaluable tools, it provide for a safer commute throughout the city. In addition to this, the agency believes that the efficiency of these tools will reduce speeds, decrease violations and lower traffic complaints. The project coordinator, Corporal Christopher Jackson, will manage the funds and provide whatever proof is requested and required by the federal government concerning paperwork, proof of payment, invoices and implementation of the equipment.

Once funds are approved, our agency will order and purchase the equipment. Once received, officers will be trained on use, maintenance and strategies. Obligatory paperwork will be on available should it be needed for proof and used for a reimbursement request through the state.

Funds requested will not exceed $5,000 and The City of Starkville will request the reimbursement amount of $3,750.00 as outlined in the RFP. The City of Starkville will pay the remaining $1,828.12 match as outlined in the RFP.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP Use Only
Grant No.

PART VIII: EVALUATION PLAN

With the purchase, training and deployment of radar speed limit signs, The City of Starkville should expect a decrease in hazardous speeding violations and traffic related injuries. Officers will secure a sign for long-term use on South Montgomery Street and another on Louisville Street. These two roadways will be used to evaluate the effectiveness of the project. Both roadways incur heavy traffic flow daily. The project manager will assess citizen complaints, speeding violations and traffic related injuries of these roadways prior to the signs deployment as well as post deployment. These two roads receive the most citizen complaints for speeding and are the focus of enforcement during the evaluation period.

With Starkville's population reaching enormous highs during events and university football games, Officers will be able to reduce the dangers of traffic related injuries and fatalities. This will essentially make the community safer for residence, students and visitors.

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

NON-SUPPLANT CERTIFICATION

DPSP Use Only
Grant No.

PART VIII:

The City of Starkville (Applicant) hereby assures that the federal funds will not be used to supplant state or local funds and those federal funds will be used to supplement existing funds for program activities and not to replace those funds that have been appropriated for the same purpose.

Signature: ______________________
(Chief Executive Officer)

Title: **Mayor** D. Lynn Spruill

Date: 6-18-19

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

DPSP USE ONLY
Grant No.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

PART IX:

A. The City of Starkville (Applicant) hereby certifies that it has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42, 301, et seq., Subpart E of the Code of Federal Regulations, and that it is on file in the office of:

Name Mayor Lynn Spruill

Address **110 West Main Street, Starkville, MS 39759**

Title Mayor

for review or audit by officials of the Division of Public Safety Planning or the Office Programs, U.S. Department of Justice as required by relevant laws or regulations.

B. The City of Starkville (Applicant) hereby certifies that it is in compliance with the terms and conditions of 28 CFR 42, 301, et seq., and is not required to file an Equal Employment Opportunity Program.

Econo Signs of Tupelo, Inc.
PO BOX 1065
Verona, MS 38879 US
662-844-1554
sales@econosignsusa.com

Estimate

ADDRESS	SHIP TO
Josh Wilson Starkville Police Department 101 East Lampkin Street Starkville, MS 39759	Josh Wilson Starkville Police Department 101 East Lampkin Street Starkville, MS 39759

ESTIMATE #	DATE
6801	06/03/2019

SALES REP
Jeremy Guess

DISTRICT
West Point

ACTIVITY	QTY	RATE	AMOUNT
miscellaneous ER12-P-DC599 12" Display, DC Solar System, Preset Radar (5 - 99 MPH), (2) 18 amp Batteries with 2 amp Charger, 20 Watt Solar Panel, 12' 14 Gauge Galvanized Square Post Kit. (Battery/Solar Operation)	2	2,789.06	5,578.12

TOTAL **$5,578.12**

Accepted By

Accepted Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

State or Local Government: FY 2018 Certification of Compliance With 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

(1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.

(2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information regarding citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.

(3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.

(4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.

(5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning the following (which, for the specific purpose of paragraph 5, shall not be understood to include any "program or activity" of any subrecipient at any tier):

(a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and

(b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or-official.

(6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

CL8

Signature of Chief Legal Officer of the Jurisdiction

Chris Latimer

Printed Name of Chief Legal Officer

6.19.2019

Date of Certification

City Attorney

Title of Chief Legal Officer of the Jurisdiction

City of Starkville, Mississippi

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: **Byrne Justice Assistance Grant (JAG) Program: Local**

27. APPROVAL FOR ORLANDO SMITH AND JUSTIN HATCHER WITH THE ELECTRIC DIVISION OF STARKVILLE UTILITIES TO TRAVEL TO SCOTTSBORO, AL TO ATTEND THE TVPPA LINEMAN APPRENTICESHIP OPERATION LAB 3 ON JULY 22-26, 2019 AT A COST NOT TO EXCEED $3,500 TOTAL.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Orlando Smith and Justin Hatcher with the Electric Division of Starkville Utilities to travel to Scottsboro, AL to attend the TVPPA Lineman Apprenticeship Operation Lab 3 on July 22-26, 2019, at a cost not to exceed $3,500.00” is enumerated, this consent item is thereby approved.

28. APPROVAL TO ENTER INTO SPECIAL FACILITIES AGREEMENT BETWEEN STARKVILLE UTILITIES AND SOUTHWIRE COMPANY, LLC FOR POWER FACTOR CORRECTION FACILITIES.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval to enter into Special Facilities Agreement between Starkville Utilities and Southwire Company, LLC for power factor correction facilities” is enumerated, this consent item is thereby approved. (See agreement on following page)

29. APPROVAL FOR STARKVILLE UTILITIES TO ENTER INTO PROJECT AGREEMENT WITH SOUTHWIRE TO INSTALL NEW UNDERGROUND 13KV CIRCUIT TO THE SOUTHWIRE PLANT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into project agreement with Southwire to install new underground 13kV circuit to the Southwire Plant” is enumerated, this consent item is thereby approved. (See agreement on following pages)

30. APPROVAL FOR STARKVILLE UTILITIES TO ENTER INTO SERVICE AGREEMENT WITH BUILDING TECHNOLOGY SERVICES, LLC FOR AUTOMATIC FIRE SPRINKLER EQUIPMENT INSPECTION SERVICE.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the June 18, 2019 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into service agreement with Building Technology Services, LLC for automatic Fire Sprinkler Equipment Inspection Service” is enumerated, this consent item is thereby approved. (See agreement on following pages)

SPECIAL FACILITIES AGREEMENT
BETWEEN
STARKVILLE UTILITIES
AND
SOUTHWIRE COMPANY, LLC

THIS AGREEMENT made and entered into as of this ___________________day of ______________________, 2019, by and between STARKVILLE UTILITIES (hereinafter called "Distributor") and the SOUTHWIRE COMPANY, LLC (hereinafter called "Customer").

WITNESSETH

WHEREAS, Customer desires to have a Distributor furnish, own, install, operate and maintain power factor correction facilities and appurtenances connected immediately adjacent to and on the load side of Distributor's primary metering point used to meter 13 kV electrical power provided by Distributor for Customer's manufacturing facilities on designated property, and

WHEREAS, Distributor has the ability to furnish, own, install, operate and maintain power factor correction facilities and appurtenances.

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

SECTION 1: EQUIPMENT AND INSTALLATION

1.1. In accordance with conditions set forth herein, Distributor agrees to install for Customer all necessary equipment to furnish, own, install, operate and maintain power factor correction facilities and appurtenances ("System").

1.2 A detail of the locations of the equipment constituting said System is set forth in drawing marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

1.3.1 Pad mounted switched capacitor bank, 1200 kVAR rating, complete with protective devices, vacuum switches, control power transformer, bussing and elbow terminations.

1.3.2 Box pad for switched capacitor bank.

1.3.3 Capacitor controller.

1.3.4 13 kV supply cables and associated ducts between primary metering cabinet and pad mounted capacitor bank.

1.3.5 13 kV supply cable terminations at primary metering cabinet and pad mounted capacitor bank.

1.3.6 Elbow mounted current sensor located within primary metering cabinet.

1.3.7 Current sensor cable and ducts between primary metering cabinet and pad mounted capacitor bank.

SECTION 2: SPECIAL FACILITY CHARGES

2.1. The Installed Cost for Distributor furnishing and installing the System is **$39,560.00**. A detailed estimate of cost is set forth in "EXHIBIT B".

2.2 The Annual Special Facility Charge shall be 10 percent of the Installed Cost. Each month, one-twelfth of the Annual Special Facility Charge shall be billed to the Customer.

SECTION 3: SYSTEM MAINTENANCE

3.1 Normal maintenance includes the replacement or repair of any item included in the System. Maintenance is performed as soon as practicable after discovery by the Distributor or notification from the Customer that a problem exists. Distributor will stock only the most common equipment such as capacitors, vacuum switches, capacitor controls, and fuses; acquisition of unusual repair parts could cause a delay in repair.

SECTION 4: TERM OF AGREEMENT

4.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Distributor shall notify Customer in writing as to the date on which service begins.

4.2 This Agreement shall become effective after Distributor notifies Customer in writing as above stated in Paragraph 4.1, and shall continue in effect for an initial term of ten years, and shall be considered to be renewed from year to year thereafter, unless terminated by either party at the end of said initial term or any yearly renewal thereof, upon at least twelve months written notice. If Customer should give notice of termination hereunder, Distributor shall be under no obligation from the date of receipt of such notice to make or complete any additions to or changes to the System unless the Customer agrees to reimburse Distributor for its non-recoverable cost in connection with the making or completion of such additions or changes.

SECTION 5: OTHER TERMS AND CONDITIONS

5.1 All System facilities installed by Distributor under this Agreement are and shall remain the property of Distributor. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Distributor nor deprive Distributor of the right to remove any or all property comprising the System.

5.2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Distributor's unrecovered costs of the System, to be determined using standard electric utility accounting practice.

5.3 Force majeure events beyond Distributor's control, including but not limited to war, invasion, fire, accident, floods, backwater caused by floods, acts of God, or inability to obtain or ship essential services, materials, or equipment because of the effect of similar causes on suppliers or carriers shall not constitute breaches of this Agreement.

SECTION 6: SUCCESSORS AND ASSIGNS

6.1 This Agreement shall inure to the benefit of and shall be binding upon the respective successors, legal representatives and assigns of the parties hereto, but not assignable by Customer without written consent of Distributor except to a wholly owned subsidiary of either Customer or its ultimate parent, or Customer's successor by any bona fide merger, reorganization, or consolidation. In the event of any such assignment, the parties hereto shall remain liable for the faithful performance of this Agreement in all respects by their respective assigns, and such assigns by acceptance of such transfer or assignment shall likewise become bound to the full performance of this Agreement until its expiration.

SECTION 7: WAVIERS

7.1 A waiver of one or more defaults shall not be considered a waiver of any other subsequent default.

SECTION 8 - DUPLICATE ORIGINALS

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

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above.

STARKVILLE UTILITIES	**SOUTHWIRE COMPANY, LLC**
By ______________________	By ______________________
Title: ______________________	Title: ______________________
Attest:	Attest:
By ______________________	By ______________________
Title: ______________________	Title: ______________________

EXHIBIT A
ELECTRICAL PLAN

1 EU4.1 ELECTRICAL UNDERGROUND LARGE SCALE PLAN

SCALE: 1" = 10'

NUMBERED NOTES

1. INSTALL PADMOUNTED PRIMARY METERING ENCLOSURE AND GROUND SLEEVE COMPLETE. INSTALL 600 AMPERE DEADBREAK ELBOW ON EACH 750 KCMIL ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (SIX TOTAL). INSTALL 200 AMPERE LOADBREAK ELBOW ON EACH #1/0 ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (THREE TOTAL). REFER TO PRIMARY METERING ENCLOSURE DETAIL ON SHEET EU5.1. REFER TO PRIMARY METERING ENCLOSURE SCHEDULE ON SHEET EU6.1.
2. CABLE JUNCTION ENCLOSURE BY SOUTHWIRE. INSTALL 600 AMPERE DEADBREAK ELBOW ON EACH 750 KCMIL ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (THREE TOTAL).
3. REFER TO OVERHEAD ELECTRICAL PLAN ON SHEET EO1.1.
4. INSTALL PADMOUNTED PRIMARY METERING CABINET IMMEDIATELY ADJACENT TO EXISTING OVERHEAD METERING COMMUNICATIONS ENCLOSURE. REMOVE EXISTING SOUTHWIRE METERING ENCLOSURE AND MOUNT ON EXTERIOR OF PADMOUNTED PRIMARY METERING CABINET AND RECONNECT TO NEW METERING CTS AND PTS. EXISTING FIBER OPTIC CABLES TO REMAIN AS-IS. REMOVE EXISTING STARKVILLE UTILITIES METERING ENCLOSURE AND MOUNT ON EXTERIOR OF PADMOUNTED SWITCHGEAR UNIT AND RECONNECT TO NEW METERING CTS AND PTS.
5. INSTALL 1200 KVAR SWITCHED PAD MOUNTED CAPACITOR BANK AND GROUND SLEEVE COMPLETE. INSTALL 200 AMPERE LOADBREAK ELBOW ON EACH #1/0 ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (THREE TOTAL).
6. INSTALL CURRENT SENSOR ON PHASE OUTGOING 750 KCMIL 15 KV CABLE. INSTALL 2/C CT CABLE IN 1" CONDUIT BETWEEN PRIMARY METER AND PAD MOUNTED CAPACITOR BANK FOR VAR SENSING AND CAPACITOR CONTROL.

ATWELL & GENT
ELECTRICAL & CONSULTING ENGINEERS

MARK	DATE	DESCRIPTION
IFC	05/29/19	ISSUED FOR CONSTRUCTION

NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

JEFFREY ATWELL REGISTERED PROFESSIONAL ENGINEER 14774 STATE OF MISSISSIPPI

05/29/19

PROJECT NO.	101E3124
DRAWN BY:	REW
CHECKED BY:	JA
DATE:	05/29/19
SCALE:	1" = 10'

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"

ELECTRICAL UNDERGROUND LARGE SCALE PLAN

DRAWING NO.
EU4.1

F:\DWGS\101-STARKVILLE\101E3124 New Underground 13 KV Circuit to Southwire\CONSTRUCTION DWGS (101E3124).dwg, 5/31/2019 8:35:21 AM

EXHIBIT B
ESTIMATE OF PROBABLE COST

AG Job No.: 101E3124 Date: June 9, 2019

Job: Power Factor Correction Equipment for Southwire

Location: Starkville, Mississippi

ATWELL & GENT
ELECTRICAL & CONSULTING ENGINEERS

ESTIMATE OF PROBABLE COST

Description	Quantity	Unit	Material		Labor		Total Estimate	
			Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Duct in Trench, 4 x 2"	20	LF	$12	$240	$12	$240	$24	$480
#1/0 Aluminum 15kV UD Cable	120	LF	$2	$276	$2	$240	$4	$516
200 Ampere Elbow Terminations	6	EA	$29	$174	$70	$420	$99	$594
Pad Mounted Switched Capacitor Bank, 1200 KVAR	1	EA	$32,472	$32,472	$250	$250	$32,722	$32,722
Pad Mounted Switched Capacitor Bank Box Pad	1	EA	$1,998	$1,998	$500	$500	$2,498	$2,498
Capacitor Control	1	EA	$2,250	$2,250	$500	$500	$2,750	$2,750
Total Estimated Construction Cost								**$39,560**

PROJECT AGREEMENT
BETWEEN
SOUTHWIRE COMPANY, LLC
AND
STARKVILLE UTILITIES

Date: May 16, 2019 Contract No. 2019-01

THIS AGREEMENT made and entered into between **Southwire Company, LLC** (Company), a corporation created and existing under and by virtue of the laws of the State of Delaware, and **City of Starkville, Mississippi** (Distributor), a municipality created and existing under and by virtue of the laws of the State of Mississippi.

WITNESSETH:

WHEREAS, Company desires to improve and renovate its existing 13 kV electric distribution system, and

WHEREAS, Distributor is planning to construct a new underground 13 kV electric distribution feeder to serve the Company, and

WHEREAS, the parties wish to agree upon the terms and conditions under which Company and Distributor will complete and pay for the work for Distributor's new 13 kV electric distribution feeder and Company's electric system improvements and,

NOW, THEREFORE, for and in consideration of the premises and of the agreements set forth below, the parties agree as follows:

SECTION 1 - DEFINITIONS

1.1 "Distributor Actual Costs" means all costs associated with the Distributor Work including, without limitation, planning, scoping, surveying, siting, design, engineering, labor, travel, contracts, equipment usage, materials, supplies, including applicable overheads.

1.2 "Distributor Work" under this Agreement includes, but is not limited to, planning, engineering, procurement of materials and equipment, and construction of a new underground 13 kV electric distribution feeder (including rearrangement of overhead feeder circuits, primary risers, ducts, Company-furnished medium voltage cables, cable terminations, cable junction enclosures, primary metering enclosure and equipment, and all other related appurtenances) between Company's existing Southwest Starkville Substation and Company's proposed 13 kV switchgear located at its facility in Starkville, Mississippi. Distributor Work will be constructed in accordance with Good Utility Practice. Distributor Work to be constructed under this Agreement is detailed on drawings included as Attachment A of this Agreement.

1.3 "Company Work" under this Agreement includes, but is not limited to, planning, engineering, procurement of materials and equipment, including medium voltage cables

Eb

required for both Company's and Distributor's work, construction of Company's new 13 kV electric switchgear, rearrangement of 13 kV feeder circuits downstream of the new switchgear unit, installation of new 13 kV cables to SU's backup riser, and reconnection of its check metering. Company Work will be constructed in accordance with Good Utility Practice. Company Work to be constructed under this Agreement is generally in detailed on drawings included as Attachment A of this Agreement.

1.4 "Power Factor Correction Equipment" under this Agreement includes, but is not limited to, planning, engineering, procurement of materials and equipment, and construction of a new pad mounted switched capacitor bank (including ducts, Company-furnished 13 kV cables, cable terminations, power factor correction enclosure and equipment, and all other related appurtenances) which will be connected on the load side of Distributor's revenue metering. Power Factor Correction Work to be constructed under this Agreement is detailed drawings included as Attachment A of this Agreement.

1.5 "Good Utility Practice" means any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or practices, methods, and acts that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, and expedition. Good Utility Practice is not intended to be limited to any particular set of optimum practices, methods, or acts to the exclusion of all others, but rather is intended to include a spectrum of acceptable practices, methods, and acts.

SECTION 2 - TERM AND TERMINATION

2.1 Effective Date and Term. This Agreement will be effective as of the date above first written (Effective Date), and, except as otherwise provided, will continue in effect until all obligations of the parties under this Agreement have been fulfilled and the Electric Distribution Feeders are in service. The target in-service date is November 2019. The exact in-service date and any cutover outages will be coordinated and mutually agreed to by Company and Distributor.

2.2 Voluntary Termination. Subject to Section 6 below, Company may cancel the Distributor Work upon written notice to Distributor.

SECTION 3 - COMPANY DEPOSIT TO DISTRIBUTOR

Subject to Section 6 below, no deposits or contribution in aid to construction for Distributor's Actual Costs from Company to Distributor for Distributor Work are required.

SECTION 4 - FACILITIES RENTAL AGREEMENT

Distributor and Company will enter into separate Facilities Rental Agreement for Company to pay a monthly facilities rental charge for Distributor to construct, own, operate and maintain Power Factor Correction Unit for Company. The monthly facilities rental charge is estimated to be approximately $350 per month (based on an installed cost of $35,000) and will be finalized once equipment has been purchased and exact equipment costs established.

GW

SECTION 5 - COMPLETION OF WORK

Company acknowledges that Distributor will own and maintain all electrical facilities between the Company's Southwest Starkville Substation and load-side terminals of Distributor's primary metering enclosure, along with all Power Factor Correction Equipment. Company will own and maintain all facilities beyond and downstream of the low-side terminal of Distributor's primary metering enclosure.

SECTION 6 - CANCELLATION OF WORK

Prior to the completion of the Distributor Work, if (a) Company notifies Distributor to stop work as provided for under subsection 2.2, then this Agreement will terminate upon completion of the following:

(a) Distributor will make all reasonable efforts to suspend all Distributor Work in progress, including cancellation of pending orders and return of materials and equipment to vendors, as the case may be. Distributor may retain any of the materials or equipment and will credit Company for the costs incurred by Distributor for the retained materials or equipment. Company will take title to any materials and equipment not so cancelled, returned, or retained by Distributor;

(b) Company will reimburse Distributor for the Distributor Actual Costs within 30 days after the date of an invoice submitted by Distributor to Company. Distributor will provide copies of its records to verify the accuracy and appropriateness of the Distributor Actual Costs. Company will keep the information provided confidential.

SECTION 7 - NOTIFICATION

Any written notice required by this Agreement will be deemed properly given if delivered in writing to the address specified below (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

For Company Mail Notices to:	Ed Perez Project Manager Southwire Company, LLC One Southwire Drive Carrolton, GA 30119
For Distributor Mail Notices to:	Mr. Terry Kemp General Manager Starkville Utilities 200 North Lafayette Street Starkville, Mississippi 39759

The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 8 - NO ORAL AMENDMENTS

No change, modification, or amendment of this Agreement will be effective or enforceable unless it is in writing and duly executed by all of the parties.

EK

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

City of Starkville
(Distributor)

By:____________________

Name: ____________________

Title: ____________________

Attest:

By:____________________

Name:____________________

Title: ____________________

Southwire Company, LLC (Company)

By: Emory Barber

Name: EMORY BARBER

Title: VP, ENGINEERING
10 JUNE 2019

Attest:

By: Myron Deese

Name: Myron Deese

Title: Director Facilities

ATTACHMENT A
DISTRIBUTOR'S CONSTRUCTION DRAWINGS

Gb

CONSTRUCTION DRAWINGS
FOR
NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE PLANT

Starkville UTILITIES

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

LOCATION MAP

DESIGNED BY:
ATWELL & GENT
309 UNIVERSITY DRIVE
STARKVILLE, MISSISSIPPI 39759

05/29/19

F:\DWGS\101-STARKVILLE\101E3124 New Underground 13 KV Circuit to Southwire\CONSTRUCTION DWGS (101E3124).dwg, 5/31/2019 8:34:52 AM

ELECTRICAL LEGEND

SITE OVERHEAD ELECTRICAL

CONC #101 45/3	CONCRETE POLE TO BE INSTALLED THIS PROJECT, POLE NUMBER / LENGTH/ CLASS
#201 45/3	WOOD POLE TO BE INSTALLED THIS PROJECT, POLE NUMBER / LENGTH/ CLASS
#101	EXISTING WOOD POLE, POLE NUMBER
#301	EXISTING WOOD POLE TO BE REMOVED THIS PROJECT, POLE NUMBER
#401 40/45/3	EXISTING WOOD POLE TO BE REPLACED THIS PROJECT, POLE NUMBER / EXISTING POLE LENGTH/ NEW POLE LENGTH/ NEW POLE CLASS
P N S	EXISTING DISTRIBUTION LINE, DASHES INDICATE NUMBER OF CONDUCTORS OF EACH TYPE, (P-PRIMARY, N-NEUTRAL, S-SECONDARY)
P N S	DISTRIBUTION LINE TO BE INSTALLED THIS PROJECT, DASHES INDICATE NUMBER OF CONDUCTORS OF EACH TYPE, (P-PRIMARY, N-NEUTRAL, S-SECONDARY)
	EXISTING OVERHEAD SERVICE, DASHES INDICATE NUMBER OF CONDUCTORS
	OVERHEAD SERVICE TO BE INSTALLED THIS PROJECT, DASHES INDICATE NUMBER OF CONDUCTORS
	EXISTING DOWN GUY
	DOWN GUY TO BE INSTALLED THIS PROJECT
	EXISTING OVERHEAD GUY
	OVERHEAD GUY TO BE INSTALLED THIS PROJECT
	EXISTING TRANSFORMER
25 Ø1	TRANSFORMER TO BE INSTALLED THIS PROJECT, SIZE IN KVA/PHASE CONNECTION
25 Ø1	EXISTING TRANSFORMER TO BE REMOVED THIS PROJECT, SIZE IN KVA/PHASE CONNECTION
EXIST 800A NOVA	EXISTING ELECTRONIC AUTOMATIC CIRCUIT RECLOSER, SIZE & TYPE, TO REMAIN THIS PROJECT
	AIR BREAK SWITCH TO BE INSTALLED THIS PROJECT
	EXISTING AIR BREAK SWITCH
	DISCONNECT SWITCH TO BE INSTALLED THIS PROJECT
	EXISTING DISCONNECT SWITCH
50QR	EXISTING FUSED CUTOUT, FUSE TYPE / RATING
50QR	FUSED CUTOUT, TO BE INSTALLED THIS PROJECT, FUSE TYPE / RATING
EXIST 300/F	EXISTING CAPACITOR BANK, SIZE, CONTROL TYPE
EXIST PM	EXISTING PRIMARY METERING
	EXISTING LIGHTNING ARRESTER
	LIGHTNING ARRESTER TO BE INSTALLED THIS PROJECT
	EXISTING STREETLIGHT FIXTURE
	EXISTING FLOODLIGHT

SITE UNDERGROUND ELECTRICAL

3-750 AL	UNDERGROUND 15 KV CABLES TO BE INSTALLED IN DUCT THIS PROJECT. DUCT QUANTITY AND SIZE PER DUCT SECTIONS AND DETAILS. CABLE TYPE AND QUANTITY AS FOLLOWS: 3-750 AL - 3-750 KCMIL ALUMINUM CABLES, ONE CABLE PER DUCT 3-1/0 AL - 3-#1/0 ALUMINUM CABLES, ONE CABLE PER DUCT
EUP	EXISTING UNDERGROUND PRIMARY CABLES
	MEDIUM VOLTAGE METALCLAD SWITCHGEAR UNIT TO BE INSTALLED BY SOUTHWIRE
CJE 121.1	CABLE JUNCTION ENCLOSURE, CABLE JUNCTION NO. REFER TO CABLE JUNCTION ENCLOSURE DETAIL ON SHEET EU5.2. REFER TO CABLE JUNCTION ENCLOSURE SCHEDULE ON SHEET EU6.1
	PAD MOUNTED METER ENCLOSURE TO BE INSTALLED THIS PROJECT. REFER TO METER ENCLOSURE DETAIL ON SHEET EU5.2
	PAD MOUNTED 1200 KVAR SWITCHED CAPACITOR BANK TO BE INSTALLED THIS PROJECT

DUCTS

1/3" P TRENCH	CONDUIT INSTALLED IN TRENCH. CONDUIT NUMBER AND SIZE PER CONDUIT AND CABLE SCHEDULES. PROPOSED 13 KV PRIMARY CONDUITS ARE LABELED "P". PROPOSED CAPACITOR CONTROL CONDUITS ARE LABELED "V". SPARE POWER CONDUITS ARE NOT LABELED.
1/3" P BORE	CONDUIT INSTALLED IN BORED HOLE. CONDUIT NUMBER AND SIZE PER CONDUIT AND CABLE SCHEDULES. PROPOSED 13 KV PRIMARY CONDUITS ARE LABELED "P". PROPOSED CAPACITOR CONTROL CONDUITS ARE LABELED "V". SPARE POWER CONDUITS ARE NOT LABELED.

OTHER

DETAILS — DETAIL NO. 1, SHEET NO. ES5.2, AREA TO BE DETAILED

SECTION VIEW — DETAIL NO. C, SHEET NO. ES5.1

ELECTRICAL SEQUENCING PLAN

1. CONSTRUCT NEW 600 AMPERE UNDERGROUND FEEDER CIRCUIT BETWEEN EXISTING DISTRIBUTION RISER POLE #104 JUST WEST OF SOUTHWEST STARKVILLE SUBSTATION AND SOUTHWIRE'S NEW METALCLAD SWITCHGEAR UNIT TO BE INSTALLED EAST OF THE PLANT (FEEDER CIRCUIT #234).
2. TEMPORARILY SWITCH SOUTHWIRE TO STARKVILLE UTILITIES ALTERNATE 13 KV FEEDER OUT OF SOUTHWEST STARKVILLE SUBSTATION (FEEDER CIRCUIT #254).
3. SOUTHWIRE TO SWITCH TO ALTERNATE FEED IN PLANT'S 13 KV SWITCHGEAR.
4. CONNECT NEW 13 KV UNDERGROUND FEEDER TO SOUTHWIRE'S NEW METALCLAD SWITCHGEAR UNIT (FEEDER CIRCUIT #234).
5. PERMANENTLY SWITCH SOUTHWIRE TO STARKVILLE UTILITIES PREFERRED 13 KV FEEDER OUT OF SOUTHWEST STARKVILLE SUBSTATION (FEEDER CIRCUIT #234).
6. SOUTHWIRE TO SWITCH TO IT'S PREFERRED FEED IN NEW METALCLAD SWITCHGEAR.
7. REPLACE EXISTING RISER POLE #107 AND MAKE OTHER OVERHEAD IMPROVEMENTS ON EXISTING ALTERNATE 13 KV FEEDER CIRCUIT #254.

DRAWING INDEX

ATWELL & GENT

MARK	DATE	DESCRIPTION
IFC	05/29/19	ISSUED FOR CONSTRUCTION

NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

JEFFREY ATWELL, PROFESSIONAL ENGINEER, STATE OF MISSISSIPPI — 05/29/19

PROJECT NO.	101E3124
DRAWN BY	RESW
CHECKED BY	JA
DATE	05/29/19
SCALE	NONE

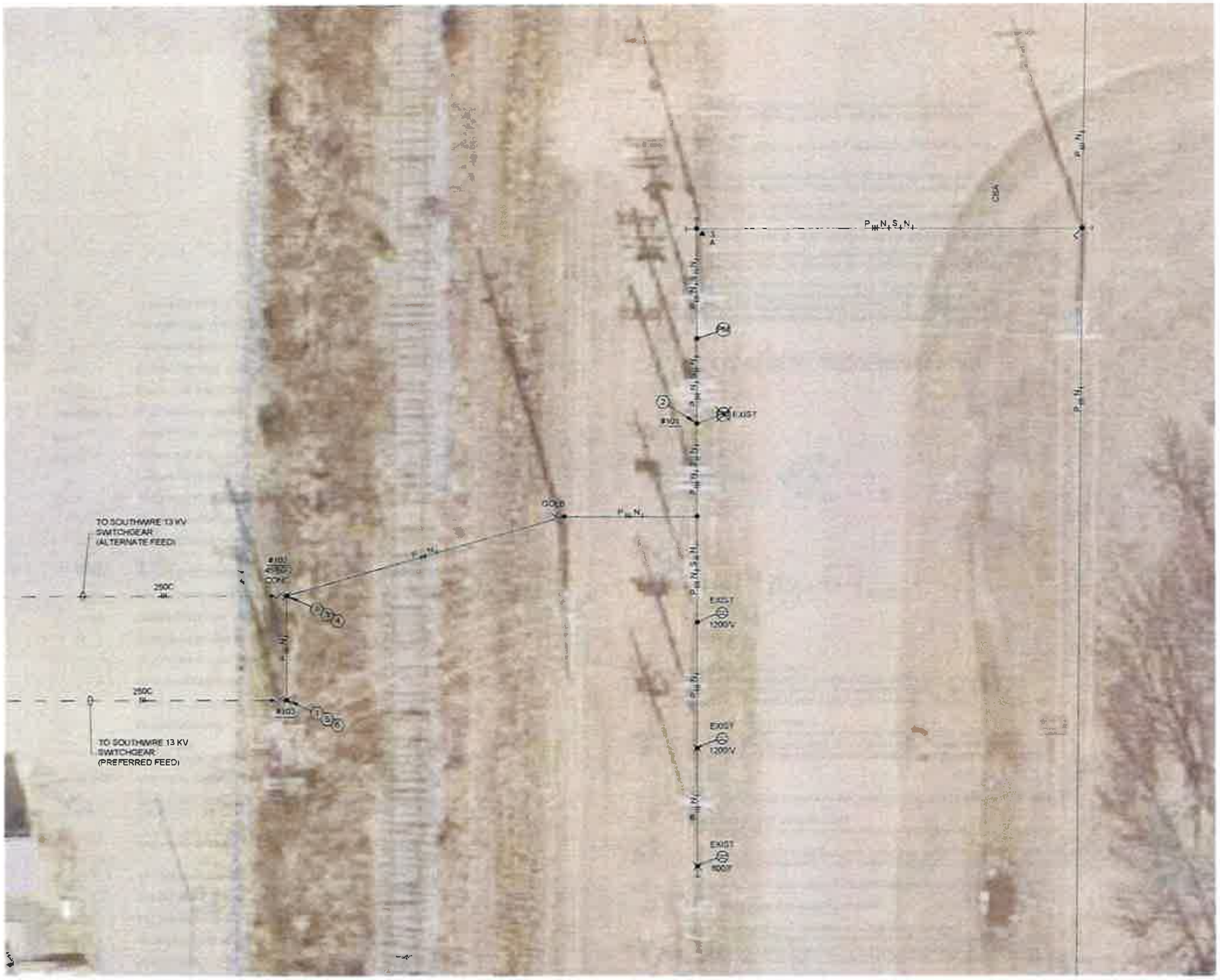
VERIFY SCALE — BAR IS ONE INCH ON ORIGINAL DRAWING 0 1"

LEGEND, NOTES & DRAWING INDEX

DRAWING NO.
EI0.1

gb

F:\DWGS\101-STARKVILLE\101E3124 New Underground 13 KV Circuit to Southwire\CONSTRUCTION DWGS (101E3124).dwg, 5/31/2019 8:35:01 AM



ELECTRICAL OVERHEAD SITE PLAN - SOUTHWIRE

SCALE: 1" = 10'

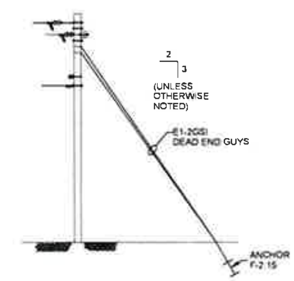
N

GENERAL NOTES

1. CONSTRUCT WORK IN PHASES. REFER TO PHASES AND SEQUENCING REQUIREMENTS ON SHEET E0.1.
2. ALL ELECTRICAL FACILITIES AND CIRCUITS SHOWN TO BE INSTALLED, RELOCATED, OR RE-ARRANGED ON THIS PROJECT SHALL BE PHASED OUT BY CONTRACTOR TO ENSURE PROPER CIRCUIT PHASING AND PHASE ROTATION. ALL NEW, RELOCATED OR RE-ARRANGED CIRCUITS SHALL MATCH EXISTING PHASING AND ROTATION.
3. REFER TO SHEET E06.1 FOR OVERHEAD ASSEMBLY CHARTS.

NUMBERED NOTES

1. REFER TO UNDERGROUND ELECTRICAL SITE PLAN ON SHEET EU1.1.
2. REMOVE PRIMARY METERING COMPLETE (SOUTHWIRE CHECK METER)
3. REPLACE RISER POLE COMPLETE.
4. REFER TO GUY CHART GC-1 THIS DRAWING
5. REMOVE 2-4" CONDUIT RISERS COMPLETE (ONE ACTIVE, ONE SPARE) TO BOTTOM OF ELLS. SOUTHWIRE TO REMOVE UNDERGROUND 15 KV CABLES
6. REMOVE RISER POLE COMPLETE



GC-1

ATWELL & GENT

MARK	DATE	DESCRIPTION
IFC	05/29/19	ISSUED FOR CONSTRUCTION

NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

05/29/19

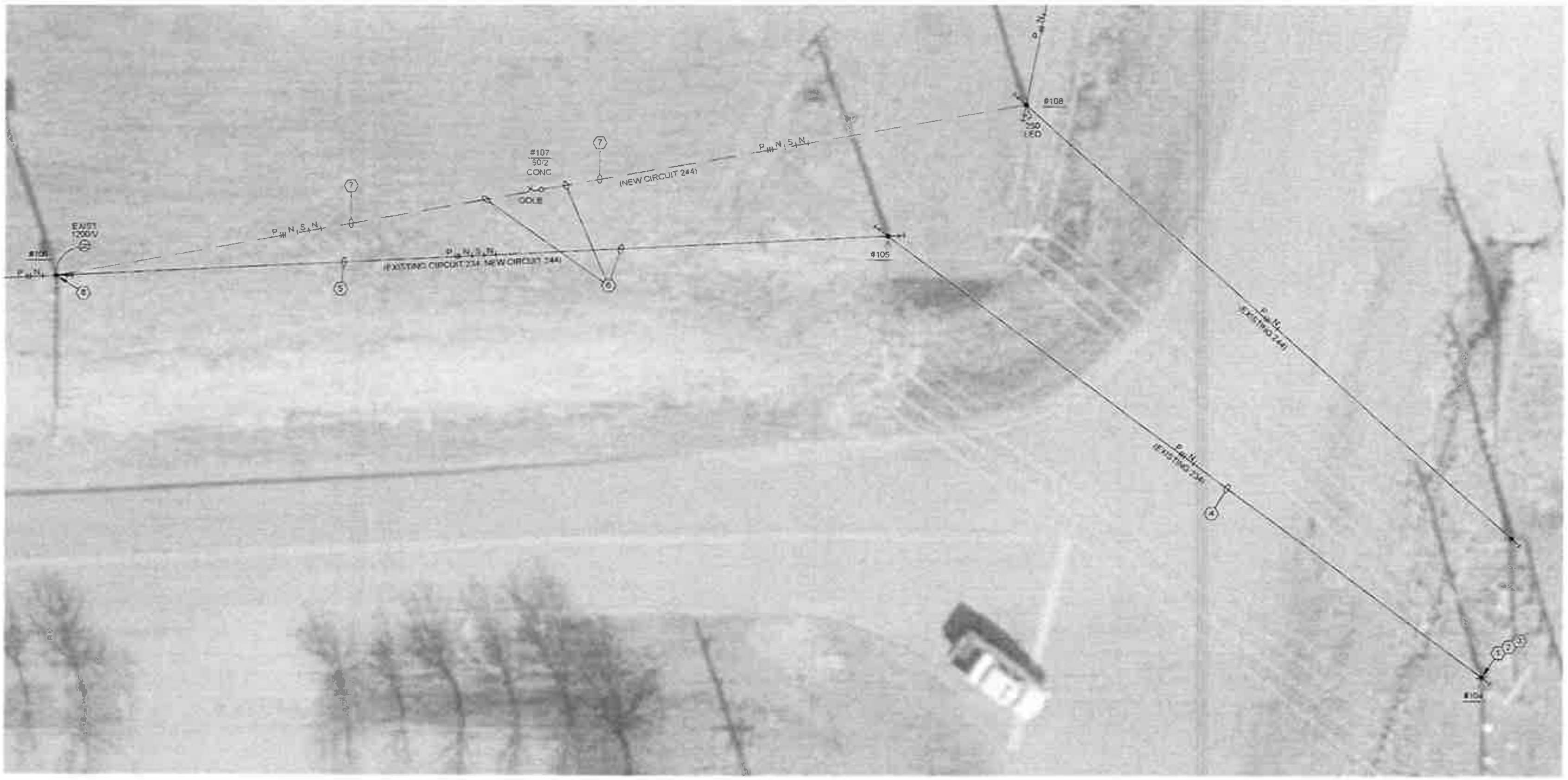
PROJECT NO.	101E3124
DRAWN BY	REW
CHECKED BY	JA
DATE	05/29/19
SCALE	1" = 10'

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"

ELECTRICAL OVERHEAD SITE PLAN - SOUTHWIRE

DRAWING NO.

E01.1



ELECTRICAL OVERHEAD SITE PLAN - SOUTHWEST STARKVILLE SUBSTATION

SCALE: 1" = 10'

NUMBERED NOTES

(1) REMOVE RISER POLE COMPLETE.

(2) DISCONNECT EXISTING ADSS FIBER OPTIC ATTACHMENT FROM POLE AND LET FLOAT.

(3) REMOVE 2-6" CONDUIT RISERS COMPLETE (ONE ACTIVE, ONE SPARE) COMPLETE TO TOP OF ELLS. REMOVE UNDERGROUND 15 KV CABLES, LEAVING SUFFICIENT SLACK TO TERMINATE THESE EXISTING CABLES IN NEW CABLE JUNCTION ENCLOSURE TO BE INSTALLED AT THIS LOCATION. REFER TO SHEET EU1.1 FOR DETAILS OF UNDERGROUND ELECTRICAL INSTALLATION.

(4) REMOVE THREE (3) 477.0 KCMIL ACSR PHASE CONDUCTORS AND ONE (1) #2/0 ACSR NEUTRAL CONDUCTOR.

(5) REMOVE #6 AL DUPLEX SECONDARY CONDUCTOR.

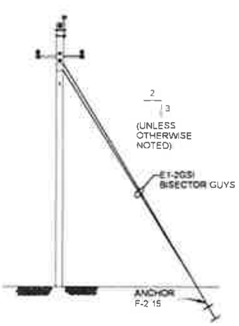
(6) SWING EXISTING THREE (3) 477.0 KCMIL ACSR PHASE CONDUCTORS AND ONE (1) #2/0 ACSR NEUTRAL CONDUCTOR TO NEW POLES. SPLICE IN ADDITIONAL CONDUCTOR AS REQUIRED TO FACILITATE TRANSFER.

(7) INSTALL #6 AL DUPLEX SECONDARY CONDUCTOR.

(8) REFER TO GUY CHART GC-2 THIS DRAWING.

GENERAL NOTES

1. CONSTRUCT WORK IN PHASES. REFER TO PHASES AND SEQUENCING REQUIREMENTS ON SHEET E0.1.
2. ALL ELECTRICAL FACILITIES AND CIRCUITS SHOWN TO BE INSTALLED, RELOCATED, OR RE-ARRANGED ON THIS PROJECT SHALL BE PHASED OUT BY CONTRACTOR TO ENSURE PROPER CIRCUIT PHASING AND PHASE ROTATION. ALL NEW, RELOCATED OR RE-ARRANGED CIRCUITS SHALL **MATCH EXISTING PHASING AND ROTATION.**
3. REFER TO SHEET E06.1 FOR OVERHEAD ASSEMBLY CHARTS.



GC-2

MARK	DATE	DESCRIPTION
PC	05/29/19	ISSUED FOR CONSTRUCTION

ATWELL & GENT

NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

JEFFREY ATWELL
05/29/19

PROJECT NO	101E3124
DRAWN BY	RRW
CHECKED BY	JA
DATE	05/29/19
SCALE	1" = 10'

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"

ELECTRICAL OVERHEAD SITE PLAN - SOUTHWEST STARKVILLE SUBSTATION
DRAWING NO

EO1.2

F \DWGS\101-STARKVILLE\101E3124 New Underground 13 KV Circuit to Southwire\CONSTRUCTION DWGS (101E3124) dwg, 5/31/2019 8 35 11 AM

ASSEMBLY UNITS INSTALLED

POLE NO	POLES 55/2 CONC	SPAN	CONDUCTORS 477 KCMIL ACSR	CONDUCTORS #2/0 ACSR	CONDUCTORS #6 AL DUPLEX	PRIMARY ASSEMBLIES C-5.71F	PRIMARY ASSEMBLIES C-8.71F	TRANS-FORMERS	GRND H-1.1	GUYS E1-2 GSI	ANCHOR F-2 15	SERVICE	MISC UC-8.2F	MISC A-5.01	MISC S-2.32
102	1					1			1	2	1		1		
106										2	1			3	
107	1	88			88		1		1						1
108		90	84	28	90									3	
	2		84	28	178	1	1		2	4	2		1	6	1

ASSEMBLY UNITS REMOVED

POLE NO	POLES 50/2	POLES 50/2 CONC	SPAN	CONDUCTORS 477 KCMIL ACSR	CONDUCTORS #2/0 ACSR	CONDUCTORS #6 AL DUPLEX	PRIMARY ASSEMBLIES C-6.91	PRIMARY ASSEMBLIES C-5.21	PRIMARY ASSEMBLIES C-5.71F	PRIMARY ASSEMBLIES C-8.91F	TRANS-FORMERS	GRND H-1.1	GUYS E1-2	GUYS E1-3	ANCHOR F-2 10	ANCHOR F-2 20	SERVICE	MISC PM-3	MISC UC-6.2	MISC UC-8.2F	MISC A-5.01
101													2		1			1			
102	1						1					1							1		
103	1							1				1							1		
104		1							1					2		2				1	
105		1	133	399	133					1				4		4					
106			150			150															3
	2	2		399	133	150	1	1	1	1		2	2	6	1	6		1	2	1	3

MARK	DATE	DESCRIPTION
IFC	05/29/19	ISSUED FOR CONSTRUCTION

ATWELL & GENT

NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

JEFFREY ATWELL
PROFESSIONAL ENGINEER
14774
STATE OF MISSISSIPPI
05/29/19

PROJECT NO 101E3124
DRAWN BY REW
CHECKED BY JA
DATE 05/29/19
SCALE NONE

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

ELECTRICAL OVERHEAD ASSEMBLY CHARTS

DRAWING NO
EO6.1

F:\DWGS\101-STARKVILLE\101E3124 New Underground 13 KV Circuit to Southwire\CONSTRUCTION DWGS (101E3124).dwg, 5/31/2019 8:35:16 AM

ELECTRICAL UNDERGROUND SITE PLAN

SCALE: 1" = 100'

GENERAL NOTES

1. CONSTRUCT WORK IN PHASES. REFER TO PHASES AND SEQUENCING REQUIREMENTS ON SHEET EI0.1.
2. ALL ELECTRICAL FACILITIES AND CIRCUITS SHOWN TO BE INSTALLED, RELOCATED, OR RE-ARRANGED ON THIS PROJECT SHALL BE PHASED OUT BY CONTRACTOR TO ENSURE PROPER CIRCUIT PHASING AND PHASE ROTATION. ALL NEW, RELOCATED OR RE-ARRANGED CIRCUITS SHALL MATCH EXISTING PHASING AND ROTATION.
3. REFER TO SHEETS EU5.1 AND EU5.2 FOR MEDIUM VOLTAGE (15 KV) DETAILS.
4. REFER TO SHEET EU6.1 FOR MEDIUM VOLTAGE (15 KV) CABLE AND CONDUIT SCHEDULES.
5. REFER TO SHEET EU5.1 FOR MEDIUM VOLTAGE (15 KV) EQUIPMENT SCHEDULES.

NUMBERED NOTES

(1) INSTALL CABLE JUNCTION ENCLOSURE AND GROUND SLEEVE COMPLETE. INSTALL 600 AMPERE DEADBREAK ELBOW ON EACH 750 ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (THREE TOTAL). INSTALL 600 AMPERE DEADBREAK ELBOW ON EACH EXISTING 750 KCMIL ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (THREE TOTAL). INSTALL BUSHING CAP ON ALL UNOCCUPIED BUSHINGS. REFER TO CABLE JUNCTION ENCLOSURE DETAIL ON SHEET EU5.2. REFER TO CABLE JUNCTION ENCLOSURE SCHEDULE ON SHEET EU6.1.

(2) INSTALL CABLE JUNCTION ENCLOSURE AND GROUND SLEEVE COMPLETE. INSTALL 600 AMPERE DEADBREAK ELBOW ON EACH 750 KCMIL ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (SIX TOTAL). INSTALL BUSHING CAP ON ALL UNOCCUPIED BUSHINGS. REFER TO CABLE JUNCTION ENCLOSURE DETAIL ON SHEET EU5.2. REFER TO CABLE JUNCTION ENCLOSURE SCHEDULE ON SHEET EU6.1.

(3) REFER TO OVERHEAD ELECTRICAL PLAN ON SHEET EO1.1.

N

NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

MARK	DATE	DESCRIPTION
IFC	05/29/19	ISSUED FOR CONSTRUCTION

05/29/19

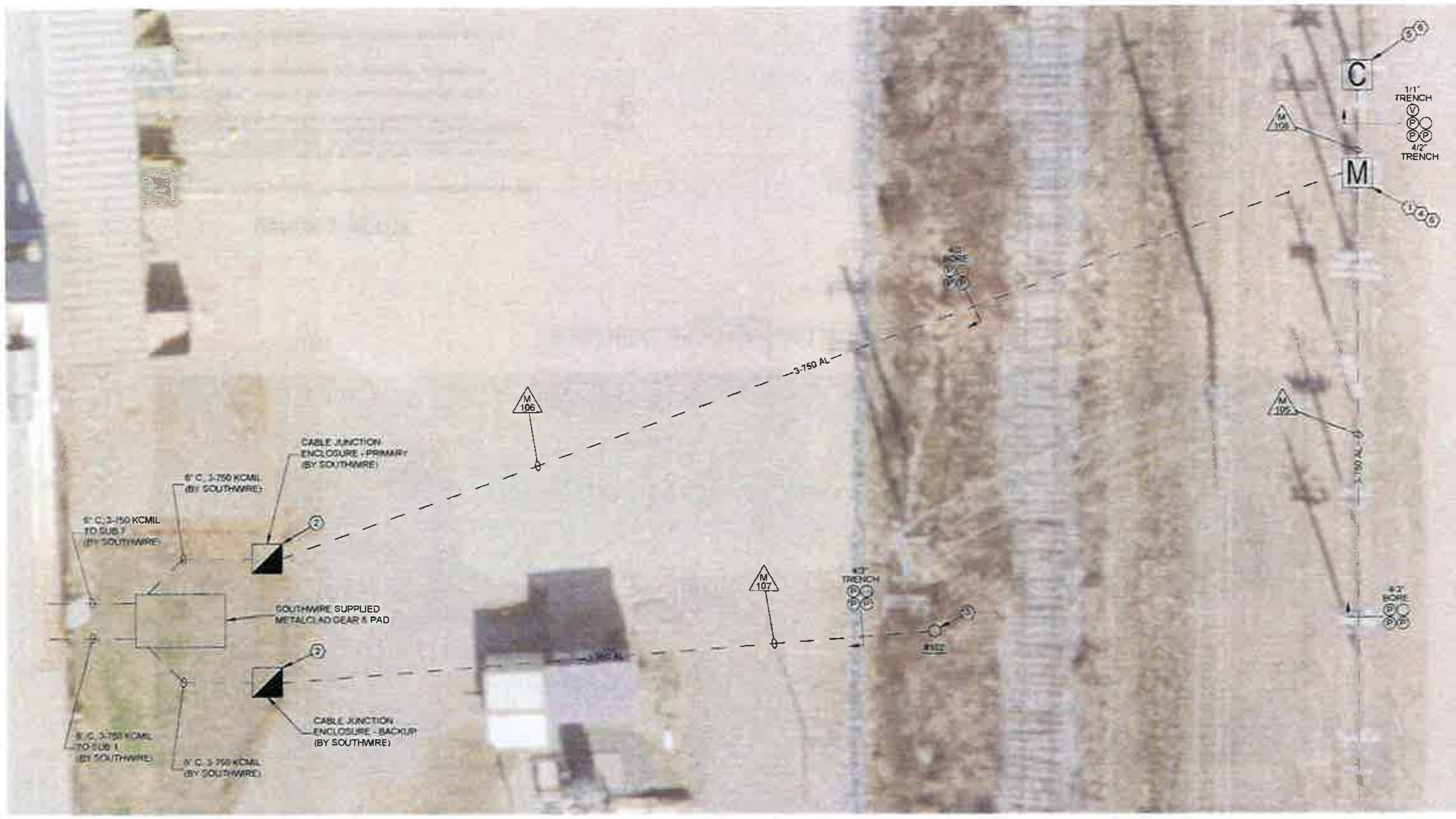
PROJECT NO.	101E3124
DRAWN BY	REW
CHECKED BY	JA
DATE	05/29/19
SCALE	1" = 100'

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

ELECTRICAL UNDERGROUND SITE PLAN

DRAWING NO.
EU1.1

ATWELL & GENT



ELECTRICAL UNDERGROUND LARGE SCALE PLAN

1 / EU4.1

SCALE: 1" = 10'

NUMBERED NOTES

1. INSTALL PADMOUNTED PRIMARY METERING ENCLOSURE AND GROUND SLEEVE COMPLETE. INSTALL 600 AMPERE DEADBREAK ELBOW ON EACH 750 KCMIL ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (SIX TOTAL). INSTALL 200 AMPERE LOADBREAK ELBOW ON EACH #1/0 ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (THREE TOTAL). REFER TO PRIMARY METERING ENCLOSURE DETAIL ON SHEET EU5.1. REFER TO PRIMARY METERING ENCLOSURE SCHEDULE ON SHEET EU6.1.
2. CABLE JUNCTION ENCLOSURE BY SOUTHWIRE. INSTALL 600 AMPERE DEADBREAK ELBOW ON EACH 750 KCMIL ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (THREE TOTAL).
3. REFER TO OVERHEAD ELECTRICAL PLAN ON SHEET EO1.1.
4. INSTALL PADMOUNTED PRIMARY METERING CABINET IMMEDIATELY ADJACENT TO EXISTING OVERHEAD METERING COMMUNICATIONS ENCLOSURE. REMOVE EXISTING SOUTHWIRE METERING ENCLOSURE AND MOUNT ON EXTERIOR OF PADMOUNTED PRIMARY METERING CABINET AND RECONNECT TO NEW METERING CTS AND PTS. EXISTING FIBER OPTIC CABLES TO REMAIN AS-IS. REMOVE EXISTING STARKVILLE UTILITIES METERING ENCLOSURE AND MOUNT ON EXTERIOR OF PADMOUNTED SWITCHGEAR UNIT AND RECONNECT TO NEW METERING CTS AND PTS.
5. INSTALL 1200 KVAR SWITCHED PAD MOUNTED CAPACITOR BANK AND GROUND SLEEVE COMPLETE. INSTALL 200 AMPERE LOADBREAK ELBOW ON EACH #1/0 ALUMINUM 15 KV CABLE INSTALLED AT THIS LOCATION (THREE TOTAL).
6. INSTALL CURRENT SENSOR ON PHASE OUTGOING 750 KCMIL 15 KV CABLE. INSTALL 2/C CT CABLE IN 1" CONDUIT BETWEEN PRIMARY METER AND PAD MOUNTED CAPACITOR BANK FOR VAR SENSING AND CAPACITOR CONTROL.

N

ATWELL & GENT

MARK	DATE	DESCRIPTION
IFC	05/29/19	ISSUED FOR CONSTRUCTION

NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

JEFFREY ATWELL, REGISTERED PROFESSIONAL ENGINEER, 17774, STATE OF MISSISSIPPI

05/29/19

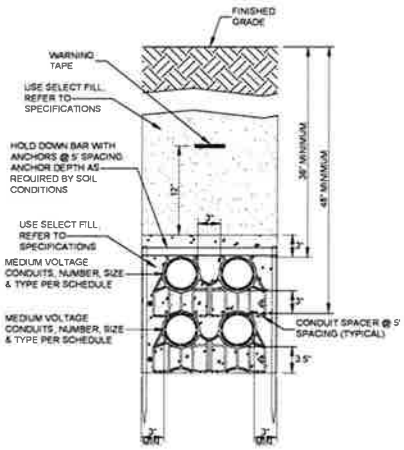
PROJECT NO	101E3124
DRAWN BY	RSW
CHECKED BY	JA
DATE	05/29/19
SCALE	1" = 10'

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"

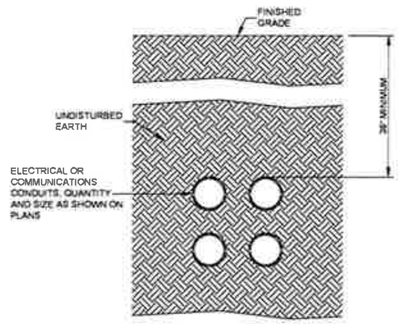
ELECTRICAL UNDERGROUND LARGE SCALE PLAN

DRAWING NO.

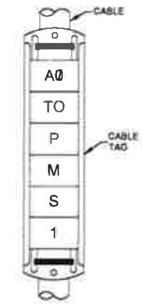
EU4.1



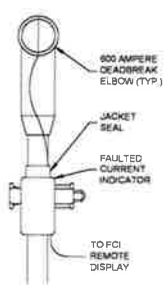
1 EU5.1 DUCT IN TRENCH DETAIL
SCALE: NONE



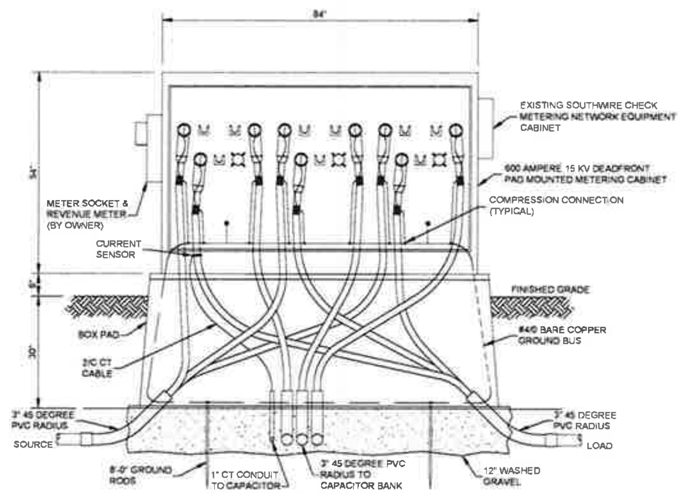
2 EU5.1 DUCT IN BORED HOLE DETAIL (TYPICAL)
SCALE: NONE



3 EU5.1 CABLE TAG DETAIL (TYPICAL)
SCALE: NONE



4 EU5.1 FAULTED CIRCUIT INDICATOR (FCI) DETAIL
SCALE: NONE



NOTES

1. BOX PAD DIMENSIONS SHOWN MAY CHANGE DUE TO EQUIPMENT FURNISHED BY CONTRACTOR. VERIFY WITH THE PROFESSIONAL PRIOR TO INSTALLATION.

5 EU5.1 PRIMARY METERING CABINET & BOX PAD DETAIL
SCALE: NONE

ATWELL & GENT

MARK	DATE	DESCRIPTION
IFC	05/29/19	ISSUED FOR CONSTRUCTION

NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

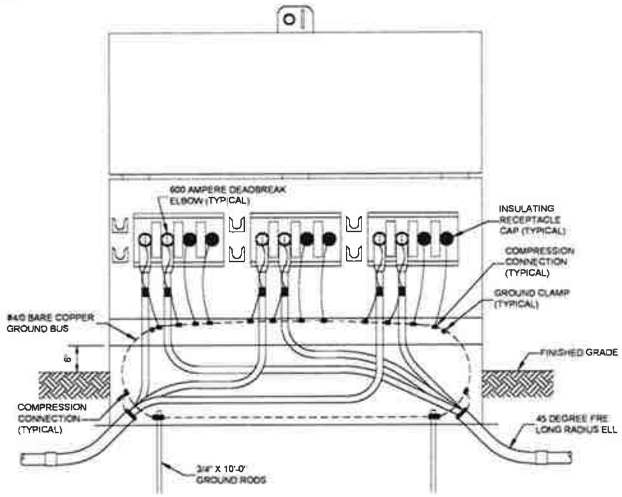
JEFFREY ATWELL, PROFESSIONAL ENGINEER, 14774, STATE OF MISSISSIPPI
05/29/19

PROJECT NO.	101E3124
DRAWN BY	REW
CHECKED BY	JA
DATE	05/29/19
SCALE	NONE

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"

ELECTRICAL UNDERGROUND DETAILS

DRAWING NO.
EU5.1

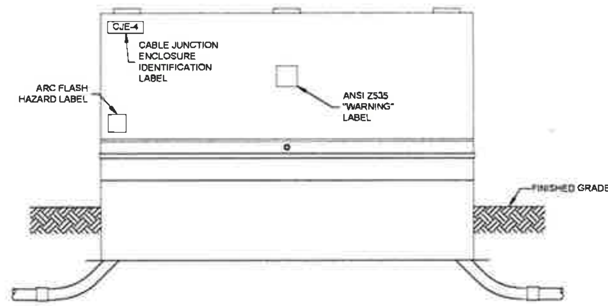


NOTES

1. USE LONG RADIUS FRE ELLS FOR CONDUIT BENDS UNDER ENCLOSURE GROUND SLEEVE.
2. INSTALL ENCLOSURE ON WELL COMPACTED 6" LAYER OF CRUSHED LIMESTONE.

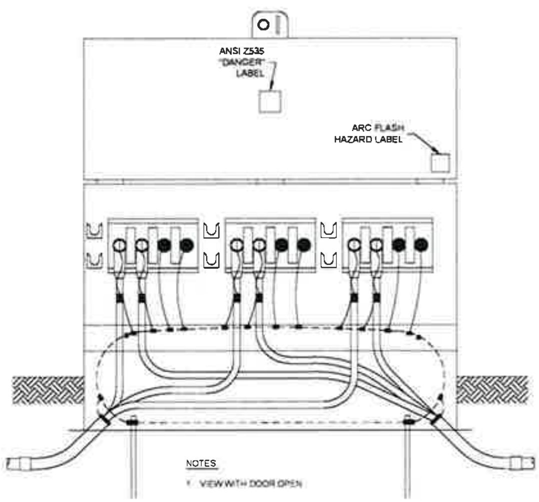
1 / EU5.2 CABLE JUNTION ENCLOSURE (TYPICAL)

SCALE: NONE



2 / EU5.1 CABLE JUNCTION ENCLOSURE - EXTERIOR LABELING

SCALE: NONE



NOTES

1. VIEW WITH DOOR OPEN

3 / EU5.1 CABLE JUNCTION ENCLOSURE - INTERIOR LABELING

SCALE: NONE

ATWELL & GENT

MARK	DATE	DESCRIPTION
IFC	05/29/19	ISSUED FOR CONSTRUCTION

NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

JEFFREY ATWELL, PROFESSIONAL ENGINEER, 14774, STATE OF MISSISSIPPI

05/29/19

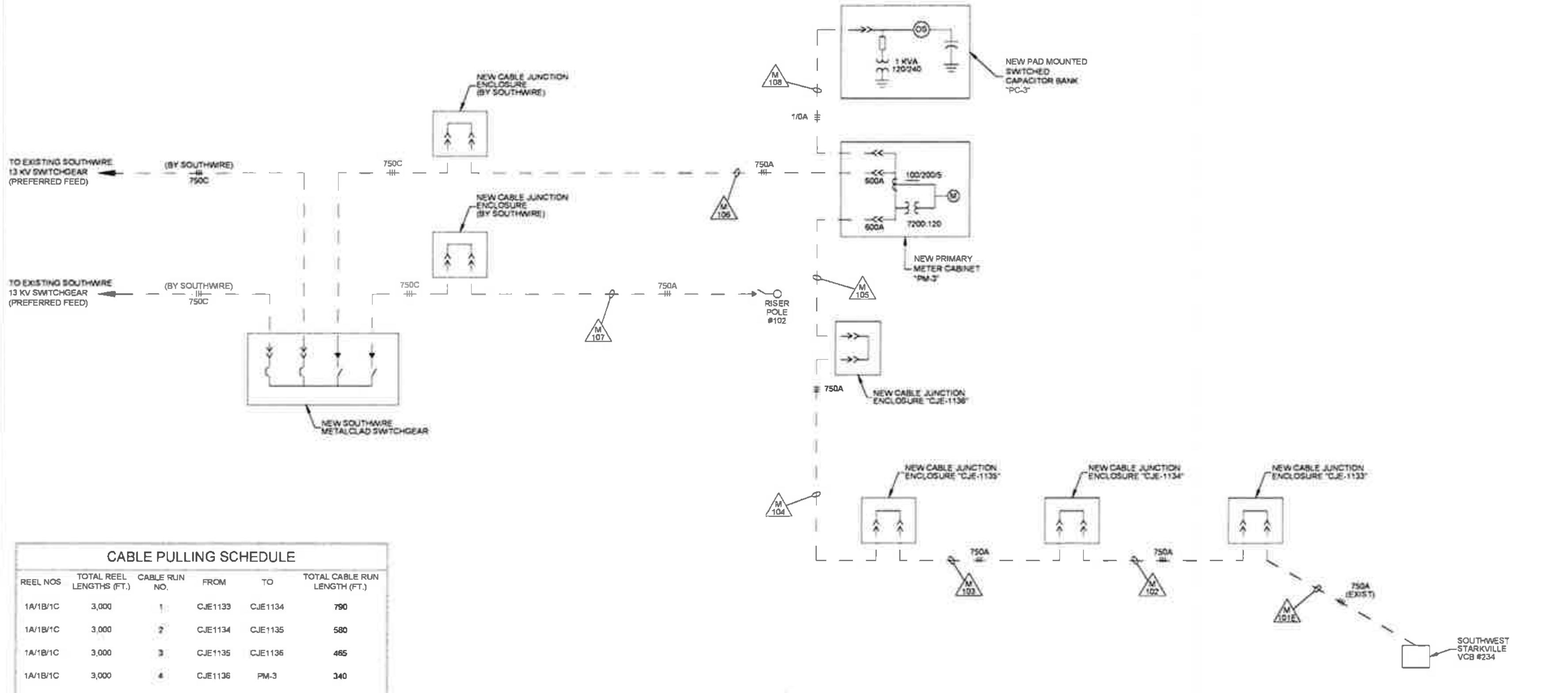
PROJECT NO	101E3124
DRAWN BY	REW
CHECKED BY	JA
DATE	05/29/19
SCALE	NONE

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"

ELECTRICAL UNDERGROUND DETAILS

DRAWING NO
EU5.2

F:\DWGS\101-STARKVILLE\101E3124 New Underground 13 KV Circuit to Southwire\CONSTRUCTION DWGS (101E3124).dwg, 5/31/2019 8:35:36 AM



CABLE PULLING SCHEDULE

REEL NOS	TOTAL REEL LENGTHS (FT.)	CABLE RUN NO.	FROM	TO	TOTAL CABLE RUN LENGTH (FT.)
1A/1B/1C	3,000	1	CJE1133	CJE1134	790
1A/1B/1C	3,000	2	CJE1134	CJE1135	580
1A/1B/1C	3,000	3	CJE1135	CJE1136	465
1A/1B/1C	3,000	4	CJE1136	PM-3	340
1A/1B/1C	3,000	5	PM-3	SW CJE	130
1A/1B/1C	3,000	6	RISER POLE #102	SW CJE	120

NOTE
SOUTHWIRE TO FURNISH THREE (3) REELS OF UD CABLE, EACH WITH 3,000' OF 750 KCMIL ALUMINUM, 220 MIL, 15 KV, 1/3 NEUTRAL, JCN CABLE TRXLP INSULATION

MEDIUM VOLTAGE (15 KV) CONDUIT & CABLE SCHEDULE

CABLE TAG NO	CABLE NUMBER AND TYPE	CONDUIT NUMBER & TYPE	FROM	TO
M101E	3-1/C 750 KCMIL ALUMINUM, 15 KV, JACKETED CONCENTRIC NEUTRAL CABLE (EXISTING)	2-6" (ONE ACTIVE, ONE SPARE)	EXISTING SUBSTATION VCB & RISER	CABLE JUNCTION ENCLOSURE CJE-1133
M102	3-1/C 750 KCMIL ALUMINUM, 15 KV, JACKETED CONCENTRIC NEUTRAL CABLE	4-3" (THREE ACTIVE, ONE SPARE)	CABLE JUNCTION ENCLOSURE CJE-1133	CABLE JUNCTION ENCLOSURE CJE-1134
M103	3-1/C 750 KCMIL ALUMINUM, 15 KV, JACKETED CONCENTRIC NEUTRAL CABLE	4-3" (THREE ACTIVE, ONE SPARE)	CABLE JUNCTION ENCLOSURE CJE-1134	CABLE JUNCTION ENCLOSURE CJE-1135
M104	3-1/C 750 KCMIL ALUMINUM, 15 KV, JACKETED CONCENTRIC NEUTRAL CABLE	4-3" (THREE ACTIVE, ONE SPARE)	CABLE JUNCTION ENCLOSURE CJE-1135	CABLE JUNCTION ENCLOSURE CJE-1136
M105	3-1/C 750 KCMIL ALUMINUM, 15 KV, JACKETED CONCENTRIC NEUTRAL CABLE	4-3" (THREE ACTIVE, ONE SPARE)	CABLE JUNCTION ENCLOSURE CJE-1136	PAD MOUNTED METERING CABINET PM-3
M106	3-1/C 750 KCMIL ALUMINUM, 15 KV, JACKETED CONCENTRIC NEUTRAL CABLE	4-3" (THREE ACTIVE, ONE SPARE)	PAD MOUNTED METERING CABINET PM-3	NEW SOUTHWIRE CABLE JUNCTION ENCLOSURE
M107	3-1/C 750 KCMIL ALUMINUM, 15 KV, JACKETED CONCENTRIC NEUTRAL CABLE	4-3" (THREE ACTIVE, ONE SPARE)	RISER POLE #102	NEW SOUTHWIRE CABLE JUNCTION ENCLOSURE
M108	3-1/C #1/0 ALUMINUM, 15 KV, JACKETED, CONCENTRIC NEUTRAL CABLE	4-2" (THREE ACTIVE, ONE SPARE)	PAD MOUNTED METERING CABINET PM-3	PAD MOUNTED CAPACITOR BANK PC-3

MEDIUM VOLTAGE CABLE JUNCTION ENCOLSURE SCHEDULE

CABLE JUNCTION ENCLOSURE NO	CABLE JUNCTION ENCLOSURE RATING AND TYPE	MODEL NO
CJE-1133	600 AMPERE, 15 kV, 3-PHASE, 2-WAY CABLE JUNCTION ENCLOSURE	HOWARD INDUSTRIES "4584-268770"
CJE-1134	600 AMPERE, 15 kV, 3-PHASE, 2-WAY CABLE JUNCTION ENCLOSURE	HOWARD INDUSTRIES "4584-268770"
CJE-1135	600 AMPERE, 15 kV, 3-PHASE, 2-WAY CABLE JUNCTION ENCLOSURE	HOWARD INDUSTRIES "4584-268770"
CJE-1136	600 AMPERE, 15 kV, 3-PHASE, 2-WAY CABLE JUNCTION ENCLOSURE	HOWARD INDUSTRIES "4584-268770"

PAD MOUNTED METERING SCHEDULE

PRIMARY METER NO	PRIMARY METER RATING & TYPE	MODEL NO
PM-3	600 AMPERE, 15 kV, 3-PHASE, (3) 200/5 CTS, (3) 60:1 PTS, DEADFRONT	DURHAM TBA2315S

PAD MOUNTED CAPACITOR SCHEDULE

CAPACITOR NO	CAPACITOR RATING & TYPE	MODEL NO
PC-3	1200 KVAR, 12470/7200V, 3-PHASE GRD-Y SWITCHED CAPACITOR BANK, DEADFRONT	HUBBLE POWER SYSTEM P12G9Y2SXHTX10Z

ATWELL & GENT

MARK	DATE	DESCRIPTION
FC	05/29/19	ISSUED FOR CONSTRUCTION

NEW UNDERGROUND 13 KV CIRCUIT TO SOUTHWIRE

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

JEFFREY ATWELL
05/29/19

PROJECT NO	101E3124
DRAWN BY	REW
CHECKED BY	JA
DATE	05/29/19
SCALE	NONE

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING

ELECTRICAL UNDERGROUND SCHEDULES & SINGLE LINE DIAGRAM

DRAWING NO
EU6.1

BTS
Building Technology Services, LLC
Fire Protection Services, Alarms, & Communications

PO Box 926
Starkville, MS 39760-0926
662-323-9220

CONTRACT FOR AUTOMATIIC FIRE SPRINKLER EQUIPMENT INSPECTION SERVICE
PROPOSAL # SI19-0018

THIS AGREEMENT, made this date, between **BUILDING TECHNOLOGY SERVICES, LLC**. Hereinafter called the CONTRACTOR and, **STARKVILLE UTILITIES (ATTENTION: TERRY KEMP) PHONE (662) 323-3133 hereinafter** called the SUBSCRIBER, for AUTOMATIC FIRE SPRINKLER EQUIPMENT INSPECTION SERVICE.

SUBSCRIBER owns and/or occupies the building on the premises known as **STARKVILLE UTILITES 200 NORTH LAFAYETTE STREET**, located in the city of **STARKVILLE**, county of **OKTIBBEHA**, state of **MISSISSIPPI**, wherein there is now installed certain automatic fire extinguishing equipment.

ANNUAL INSPECTION FIR SPRINKLER INSPECTION: $550.00 PER EACH INSPECTION. THIS INSPECTION TO INCLUDE WALK – THRU OF ENTIRE BUILDING ANNUALLY, TEST ALL FLOWS AND TAMPERS ON PROPERTY.

ANNUAL BACKFLOW INSPECTION: $100.00

NOTE: ANY DEFICIENCIES FOUND WILL BE NOTED ON INSPECTION REPORT, AND A SEPARATE QUOTE WILL BE SENT TO YOU FOR REPAIRS. ALL VALVES WILL BE TAGGED AND SEALED AND A WRITTEN REPORT WILL BE LEFT AT THE PROPERTY AND ONE MAILED TO YOU.

The **CONTRACTOR** shall inspect said installation (1) one time per year for said Inspection Service.

The **SUBSCRIBER** shall pay to the **CONTRACTOR after** the first inspection has been made, the sum of:

SIX HUNDRED FIFTY DOLLARS AND NO/100 for each said Inspection Service.

TOTAL COST OF ANNUAL INSPECTION: $650.00

Either party may terminate this Agreement by thirty (30) days written notice. The CONTRATOR shall give notice of termination or change in the number of inspections to the authority having jurisdiction.

If any equipment shall have installed in addition to the existing equipment at the date of this contract, the annual Inspection Service charge provided above shall be adjusted in accordance with prevailing rates effective as of the first inspection of the additional equipment.

Such Inspection Service shall cover the items specified on the reverse hereof and shall include supplying minor service-type adjustments provided that this shall not include extensions or alterations of the sprinkler system or the furnishing of replacement sprinkler heads or devices, or any other major work.

Status of this agreement and copies of all inspection reports will be forwarded by the CONTRACTOR to the authority having jurisdiction.

It is understood and agreed that the CONTRACTOR, by providing such Inspection Service, and by making such adjustments as may be required, does not warrant the condition or operation of the system inspected.

The attached **GENERAL TERMS AND CONDITIONS** are made part of this Agreement.

SUBSCRIBER: STARKVILLE UTILITIES
BY: [signature]
DATE: 6-18-2019
Mayor D. Lynn Spruill

CONTRACTOR: BUILDING TECHNOLOGY SERVICES, LLC
BY: Paul Lomax
DATE: 6/4/19

SCOPE OF SERVICE

Inspect, test and service the fixed fire protection equipment in a workmanlike manner in accordance with this contract, and the requirements of the National Fire Protection Association (NFPA) Care and Maintenance of Sprinkler Systems (No. 25) and American Insurance Association Publication Recommended Method of Reporting Dry Pipe Valve Test (No. 25). The service shall be performed at regular intervals and meet the requirements of the insurance authority having jurisdiction. To guide in completing an inspection of the apparatus as installed, a Standard Sprinkler Equipment Report Form., as recommended by the insurance authority having jurisdiction shall be followed in conjunction with the manufacturer's instructions for testing and servicing the equipment.

WET SYSTEMS – ALARM VALVES

Test alarms by opening the inspector's test connection and/or the bypass test connection, in conjunction with making water flow test when facilities and conditions permit.

Check cold weather valves and exposed piping to assure their proper conditions for winter and summer operation.

Test the solution in anti-freeze systems for satisfactory condition, as required in the Standard for the Installation of Sprinkler Systems (NFPA No. 25).

DRY SYSTEMS – DRY VALVES, ACCELERATORS, EXHAUSTERS

Test the alarms, both water flow and air if provided, and perform a water flow test through the drain connection when facilities and conditions permit.

Check air pressure, priming water level, latching arrangements, automatic drip connections when provided, and the general condition of the dry pipe valves, accelerators or exhausters, and their environment, including dry pipe valve rooms or enclosures.

Open condensation drains on drum drip connections and drain low points during fall and winter inspections.

SPECIAL SYSTEMS – WATER DELUGE, PRE-ACTION

Test alarms when facilities and conditions permit according to the procedures suggested by the manufacturer(s) and/or as requested by the insurance authority having jurisdiction.

Test the detection or actuating system and accessory equipment according to the manufacturer's instructions and the requirements of the insurance authority having jurisdiction.

REPORTS

A report of inspection, test results, services performed, and desirable improvements shall be completed on Report Form, acceptable to the insurance authority, which shall be sent to the Subscriber, a copy shall be sent direct to the insurance authority having jurisdiction. Reports and recommendations of Contractor are intended to assist Subscriber in reducing the possibility of loss to property by indicating hazards and lack of protection, which need prompt consideration to prevent such loss to property. They are not intended to imply that all other hazards and conditions are under control at the time of inspection. Contractor assumes no liability by reason of any report or recommendation, as it is only advisory in a nature and Subscriber must make the final decision. No statement by any employee or agent of Contractor shall act as an assumption of liability.

The contractor shall, in addition to his contract inspection service, be staffed, equipped and organized to furnish emergency maintenance service, at extra charge, upon request to any property to which he is furnishing inspection services.

Items not included in this contract and if performed, charged as an extra and only upon written authorization by Subscriber.

(a) – Trip testing dry valves, accelerators, exhausters and restoring system to service.
(b) – Replacement parts or extension of system.

NOTE

Owner agrees to indemnify and hold harmless from any and all claims, losses, costs (including counsel fess) and causes of action that may arise out of business relationship with Owner or resulting from the use, operation, maintenance, or condition of the Fire Equipment, provided, that no such indemnity shall apply to claims, losses, costs, or cause of action resulting solely from negligence.

SUBSCRIBER'S INITIALS __________

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill introduced the following new Employees :
Municipal Court: Shay Holmes – Municipal Deputy Court Clerk
Starkville Utilities: Wastewater Operator Kody Dupre; Linemen Brady Hanes, Noah Jones, and Joshua Reed

BOARD OF ALDERMEN COMMENTS:
Alderman Perkins welcomed everyone and stated he looked forward to hearing everyone's comments.
Alderman Carver asked the Police Chief about security at all City events and if there is a policy in place. The Police Chief and Mayor noted that officers are available at all events as manpower allows and that the new security cameras will assist with safety also. They asked citizens to stay alert to their surroundings and not to hesitate to call if they see anything suspicious.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, inquired as to the flashing red and blue lights on the new security cameras. He said that the citizens he has spoken with like the cameras and increased security.
Chris Taylor, Ward 7, noted that with increased security comes a need for an increase in the Police budget.
John Tolliver, Ward 6, noted he was opposed to any new annexation.
Milton Jones, 104 Harlem Street, asked about the damage heavy trucks on his road are doing to the water lines below the street. The Mayor and Alderman Vaughn stated repairs are being planned.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

PUBLIC HEARING ON AN ORDINANCE ENLARGING, EXTENDING, AND DEFINING THE CORPORATE LIMITS AND BOUNDARIES OF THE CITY OF STARKVILLE, MISSISSIPPI.

Mayor Spruill opened the Public Hearing. A map of the proposed area to be annexed was displayed.

Those speaking against the proposed annexation: Chuck Schmip, Jim Crissman, Bill Chapman, Richard Forbes, Allen Henn, Bill Duncan, Darren Webber, Dwight Prisock, Jeff Foster, Carl Ivy, Tim Allison, Donna Miller and Oswalt Harrior.

The Mayor announced the public hearing closed.

31. MOTION TO TAKE A BRIEF RECESS.

Alderman Perkins, duly seconded by Alderman Beatty, offered a motion to take a brief recess. The Board voted as follows:

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

32. CONSIDERATION OF AN AGREEMENT WITH NEEL-SCHAFFER TO SURVEY THE SPORTSPLEX AND MCKEE PARK AT A FEE NOT TO EXCEED $16,700.00.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to approve an agreement with Neel-Schaffer to survey the Sportsplex and McKee Park at a fee not to exceed $16,700.00. The Board voted as follows:

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

(See agreement on following page)

33. CONSIDERATION OF AN AGREEMENT WITH NEEL-SCHAFFER TO SURVEY CORNERSTONE PARK AT A FEE NOT TO EXCEED $15,750.00.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve an agreement with Neel-Schaffer to survey Cornerstone Park at a fee not to exceed $15,750.00. The Board voted as follows:

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

(See agreement on following pages)

NEEL-SCHAFFER
Solutions you can build upon

engineers

planners

surveyors

environmental scientists

landscape architects

June 10, 2019

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

REFERENCE: SPORTSPLEX/MCKEE PARK

Dear: Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer survey services as defined and shown in Exhibit A, Scope of Services. NSI proposed to perform these services for an hourly not-to-exceed fee of $16,700. All services proposed herein will be performed in accordance with the General Terms and Conditions, in Exhibit B, which is attached hereto and made a part of this Letter Agreement. NSI will invoice you monthly based on actual work performed.

This Letter Agreement, consisting of one page, Exhibit A, consisting of two pages and Exhibit B consisting of three pages represent the entire agreement between Neel-Schaffer, Inc. and the City of Starkville. This Letter Agreement and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and the copy and return the copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,
NEEL-SCHAFFER, INC.

Saunders Ramsey, P.E.
Senior Project Manager

ACCEPTED: CITY OF STARKVILLE

BY: ______________________

TITLE: Mayor - City of Starkville
6-18-19

912 Lynn Lane, Starkville, MS 39759, 662.268.7966, Fax 662.268.7961, www.neel-schaffer.com

EXHIBIT A

SCOPE OF WORK

GENERAL INFORMATION:

1. Map scale shall be minimum of 1" = 30'. Scale shall be as large as possible to fit on 24 x 36 sheet.
2. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
3. Hard copy of the original drawing, along with a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2018 format shall be provided.
4. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.
5. Limits of survey are shown below in red. Please note that Neel-Schaffer, Inc has performed a boundary survey in the recent past. Part of said survey included locating improvements on the site. This data will be used in preparing the topographic survey, but addition survey will be required to provide a complete topographic survey. Also, some areas have changed due to recent construction and will need to be re-surveyed.

TOPOGRAHIC SURVEY:

1. Location and description of benchmarks
2. Contours at 1-foot intervals
3. Open gutter, culverts, swales and ditches located with direction of flow indicated, width and depth.
4. Location, elevation and type of:
   a. Adjacent street/road, with centerline.
   b. Curbs, if any.
   c. Gutter with storm water inlets, if any.
   d. Paving, including turn-outs and intersection elevations between pavements and street at turn-outs, if any.
   e. Building including finished floor elevations at entrances.
   f. Water impoundments.
   g. Other improvements such as fences, parking areas, light poles, etc.
   h. Individual trees will not be shown. Wooded areas will be denoted by a tree line.
5. Location of all utilities within the specified boundaries as provided and located by MS 811 locate, local utility providers, past as-built plans, and/or local knowledge. The surveyor has no control of the representatives of MS 811 or its agents, and therefore makes no certifications, warranties, or guarantees as to the completeness or accuracies of the underground utilities, but only to the accuracies of the location of the markings as they relate to other mapping features located within the mapping limits. The surveyor will not dig to obtain the location of any utility.

Survey Limits

Exhibit B
Neel-Schaffer, Inc. (NSI)
General Terms and Conditions
Professional Consultant Services

1. **Relationship between NSI and Client.** NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. .

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to NSI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

   The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be and remain the property of NSI.

6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information.

7. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.

8. **Suspension of Services.** Client may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.

9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.

10. **Delays.** If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, the fee provided for in this Agreement shall be adjusted equitably.

11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

12. **Indemnification.** NA

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Client will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. **Insurance.** NSI agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of NSI's work hereunder:
(a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
(b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
(c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
(d) Professional Liability insurance covering NSI's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    NSI shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Owner prior to the start of NSI's work and annually upon renewal of coverage. NSI shall cause Owner to be named as an additional insured on NSI's commercial general liability policy, which shall be primary and noncontributory.

16. **Information Provided by the Client.** NSI shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to NSI. In this case, the Client recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

17. **Risk Allocation.** N/A

18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; then NSI, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension.. The Client waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

19. **Force Majeure.** Neither Client nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the work is performed.

23. **Dispute Resolution.** NA

24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.

25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto,. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

29. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.

30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.

31. **Course of Dealing.** Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

NEEL-SCHAFFER
Solutions you can build upon

engineers
planners
surveyors
environmental scientists
landscape architects

June 10, 2019

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

REFERENCE: CORNERSTONE PARK

Dear: Mayor Spruill:

Neel-Schaffer, Inc. (NSI) is pleased to offer survey services as defined and shown in Exhibit A, Scope of Services. NSI proposed to perform these services for an hourly not-to-exceed fee of $15,750. All services proposed herein will be performed in accordance with the General Terms and Conditions, in Exhibit B, which is attached hereto and made a part of this Letter Agreement. NSI will invoice you monthly based on actual work performed.

This Letter Agreement, consisting of one page, Exhibit A, consisting of two pages and Exhibit B consisting of three pages represent the entire agreement between Neel-Schaffer, Inc. and the City of Starkville. This Letter Agreement and the exhibits may only be modified or amended by a duly executed written document.

If the terms of this Agreement are acceptable, please execute the original and the copy and return the copy to us. We appreciate the opportunity to provide services to you and look forward to working with you.

Sincerely,
NEEL-SCHAFFER, INC.

Saunders Ramsey, P.E.
Senior Project Manager

ACCEPTED: CITY OF STARKVILLE

BY:

TITLE: Mayor - City of Starkville
6-18-19

EXHIBIT A

SCOPE OF WORK

GENERAL INFORMATION:

1. Map scale shall be minimum of 1" = 30'. Scale shall be as large as possible to fit on 24 x 36 sheet.
2. Title block shall include name of client (owner); name, address, and registration number of Engineer/Surveyor; date and Engineer's/Surveyor's file number.
3. Hard copy of the original drawing, along with a CD or email of the complete site survey with Neel-Schaffer, Inc. title block in AutoCAD 2018 format shall be provided.
4. Final survey shall bear the appropriate seal of the licensed individual responsible for the accuracy.
5. Limits of survey are shown below in red. Intent of survey limit is providing a 50' buffer around site footprint unless otherwise shown. Survey data will be collected using a combination of traditional survey for hard surfaces and drone lidar mapping for cleared and wooded areas. Due to the condition of the site (extremely dense vegetation over a portion of the survey limits), there is a high probability of obstructed areas for the drone lidar mapping portion of this project. After acquisition of the lidar data, any obstructed areas will be reviewed, and a determination will be made as to importance/necessity of performing traditional survey is these areas. The effort required to survey the obstructed areas (if any), is not covered under this scope of work/fee and will be communicated to the client before proceeding with traditional survey of these areas.
6. The utilization of drone based lidar is contingent on flight approval from the local airport. If flight approval is not granted, this scope and fee will be void and a new scope and fee will be provided.

TOPOGRAHIC SURVEY:

1. Location and description of benchmarks
2. Contours at 1-foot intervals
3. Open gutter, culverts, swales and ditches located with direction of flow indicated, width and depth.
4. Location, elevation and type of:
    a. Adjacent street/road, with centerline.
    b. Curbs, if any.
    c. Gutter with storm water inlets, if any.
    d. Paving, including turn-outs and intersection elevations between pavements and street at turn-outs, if any.
    e. Water impoundments.
5. Location of all utilities within the specified boundaries as provided and located by MS 811 locate, local utility providers, past as-built plans, and/or local knowledge. The surveyor has no control of the representatives of MS 811 or its agents, and therefore makes no certifications, warranties, or guarantees as to the completeness or accuracies of the underground utilities, but only to the accuracies of the location of the markings as they relate to other mapping features located within the mapping limits. The surveyor will not dig to obtain the location of any utility.

Survey Limits

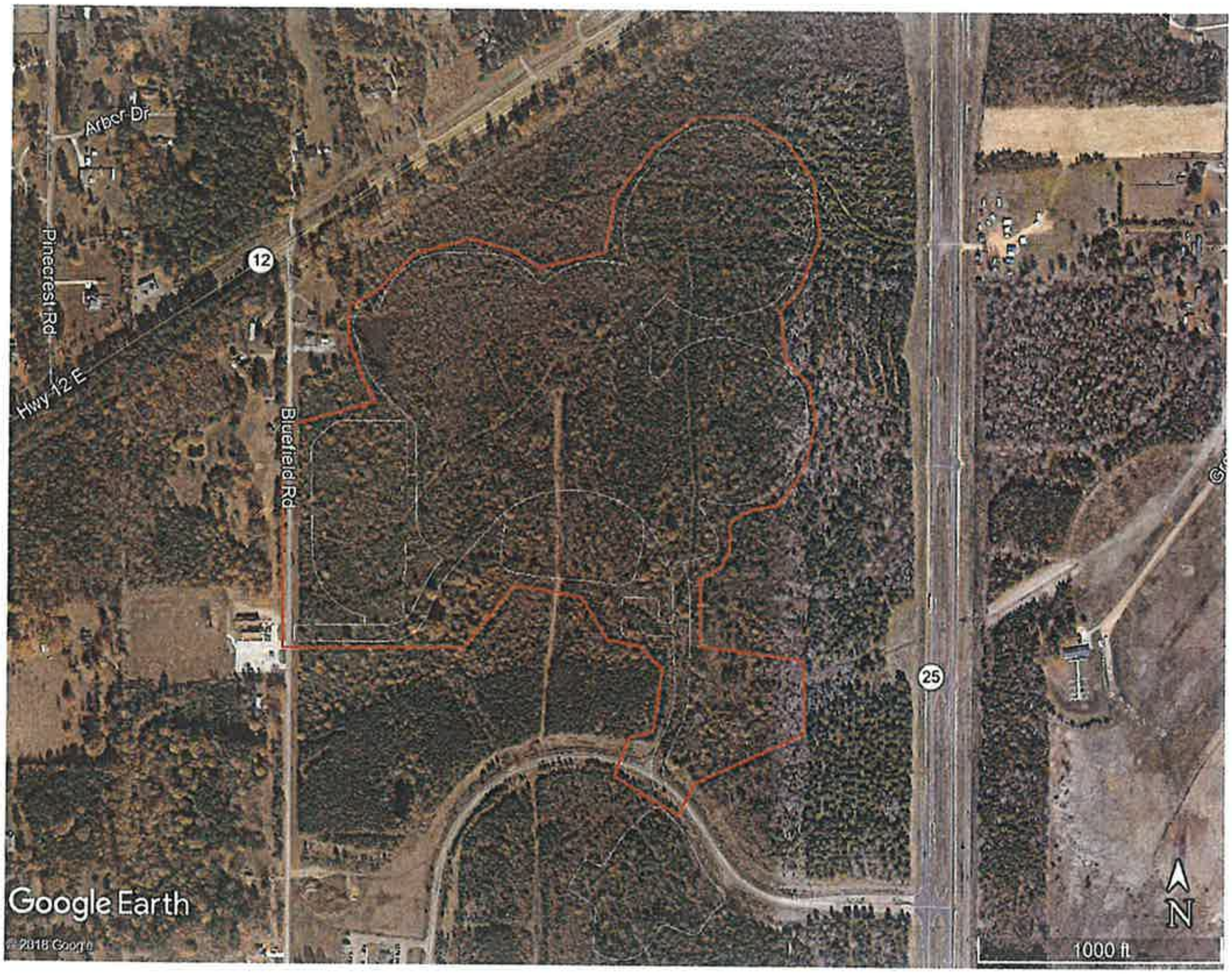


EXHIBIT B
NEEL-SCHAFFER, INC. (NSI)
GENERAL TERMS AND CONDITIONS
PROFESSIONAL CONSULTANT SERVICES

1. **Relationship between NSI and Client.** NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent or fiduciary of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. .

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

   Client shall give prompt written notice to NSI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

   The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be and remain the property of NSI.

6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information.

7. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.

8. **Suspension of Services.** Client may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.

9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.

10. **Delays.** If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, the fee provided for in this Agreement shall be adjusted equitably.

11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

12. **Indemnification.** NA

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Client will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. **Insurance.** NSI agrees to maintain the following insurance coverages with the following available limits of insurance during the performance of NSI's work hereunder:
(a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
(b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
(c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
(d) Professional Liability insurance covering NSI's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

NSI shall provide evidence of procuring the above insurance coverages by delivering a certificate of insurance to Owner prior to the start of NSI's work and annually upon renewal of coverage. NSI shall cause Owner to be named as an additional insured on NSI's commercial general liability policy, which shall be primary and noncontributory.

16. **Information Provided by the Client.** NSI shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to NSI. In this case, the Client recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

17. **Risk Allocation.** N/A

18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; then NSI, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension.. The Client waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

19. **Force Majeure.** Neither Client nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall exercise due professional care to comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the work is performed.

23. **Dispute Resolution.** NA

24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.

25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto,. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

29. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.

30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.

31. **Course of Dealing.** Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

34. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING AND APPROVING THE FORM OF AN INTERLOCAL COOPERATION AGREEMENT WITH OKTIBBEHA COUNTY, MISSISSIPPI, IN SUPPORT OF THE STARK CROSSING DEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; AND FOR RELATED PURPOSES INCLUDING INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND OKTIBBEHA COUNTY FOR THE TAX INCREMENT FINANCING PLAN, STARK CROSSING DEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, JANUARY 2016, AS AMENDED AND RESTATED JULY 2016.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to adopt a Resolution of the Mayor and Board of Aldermen o the City of Starkville, Mississippi, adopting and approving the form of an interlocal cooperation agreement with Oktibbeha County, Mississippi, in support of the Stark Crossing Development Project; authorizing the execution of the interlocal cooperation agreement; and for related purposes including interlocal cooperative agreement between the City of Starkville and Oktibbeha County for the Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi, January 2016, as amended and restated July 2016.
The Board voted as follows:

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

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

(See agreement on following page)

35. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE STARKVILLE SUNDAY FUNDAY EVENT AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve a Special Event request by the Starkville Area Arts Council to hold the Starkville Sunday Funday event. The event dates are: June 30, 2019, 1-6 pm; July 28, 2019, 1-6 pm; August 25, 2019, 1-6 pm and September 29, 2019, 1-6 pm. The Board voted as follows:

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

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING AND APPROVING THE FORM OF AN INTERLOCAL COOPERATION AGREEMENT WITH OKTIBBEHA COUNTY, MISSISSIPPI, IN SUPPORT OF THE STARK CROSSING DEVELOPMENT PROJECT; AUTHORIZING THE EXECUTION OF THE INTERLOCAL COOPERATION AGREEMENT; AND FOR RELATED PURPOSES.

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

1. Pursuant to the Mississippi Tax Increment Financing Act, Section 21-45-1 *et. seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), the City is authorized to undertake and carry out "redevelopment projects," as defined therein, utilizing tax increment financing.

2. Pursuant to the Act, the Governing Body has received and has conducted hearings on the "Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006" (the "Redevelopment Plan"), and has approved the Redevelopment Plan on April 4, 2006, after publication of notice of hearing and after hearings on the Redevelopment Plan as required by the TIF Act. The Redevelopment Plan constitutes a qualified plan under the TIF Act.

3. On July 5, 2016, the Governing Body adopted a resolution giving notice of its intention to approve the "Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi, January 2016, as Amended and Restated July 2016" (the "Amended TIF Plan"), as qualified for tax increment financing, to amend the Redevelopment Plan, to establish and incorporate the tax increment financing district to support the development of a mixed use development, including an approximately 62,000 square foot sporting goods retailer and up to 20,000 square feet of additional commercial development, known as the "Stark Crossing Development Project" (the "Project"), as further described and defined in the Amended TIF Plan (the "TIF District"), to express its intent at a future time or times to issue tax increment financing revenue bonds in one or more series, in a principal amount not to exceed One Million Five Hundred Thousand Dollars ($1,500,000) (the "TIF Bonds"), and to call a public hearing on the Amended TIF Plan and the issuance of the TIF Bonds, all as provided by the TIF Act.

4. On July 18, 2016, the City published its Notice of Public Hearing on the Amended TIF Plan, as required by the TIF Act. On August 2, 2016, the Governing Body held a public hearing on the Amended TIF Plan, as required by the TIF Act, after which the Governing Body adopted a resolution giving final approval to the Amended TIF Plan and authorizing the issuance of the TIF Bonds for the purpose of acquiring and constructing the Infrastructure Improvements, as hereinafter defined, including, without limitation, reimbursing the Developer, as hereinafter defined, for all or a portion of the costs of the Infrastructure Improvements, as hereinafter defined.

5. RM Development I, LLC, Hattiesburg, Mississippi (the "Developer"), is proposing to develop the Project in the City, in the County, and within the TIF District. The City intends to enter into an Interlocal Cooperation Agreement (the "Agreement") with Oktibbeha County, Mississippi (the "County"), pursuant to the Interlocal Cooperation Act, Section 17-31-1 *et. seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), to provide a financing

mechanism to pay for the cost of installing or constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, demolition or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, and surface parking; demolition of structures; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related soft costs including, but not limited to, architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

6. The costs of the Infrastructure Improvements are expected to exceed the sum of One Million Five Hundred Thousand Dollars ($1,500,000). The Developer is requesting the assistance of the City and the County in providing the funding for the Infrastructure Improvements by the utilization of tax increment financing.

7. The Project appears to be a project of major economic significance within the City and the County and to qualify as a project eligible for tax increment financing under the Redevelopment Plan. The participation on the part of the County is necessary, would be in the public interest, and would benefit the economic and financial well-being and the public health, safety, and welfare of the City and the County.

8. The Developer intends to acquire and construct all or a portion of the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the expectation that tax increment financing funds will be available in the future. The City wishes to reimburse the Developer for this expense in whole or part, up to the amount of funds available from the proceeds of the TIF Bonds in the maximum principal amount of One Million Five Hundred Thousand Dollars ($1,500,000), at the time or times the TIF Bonds are issued in the future. The funds derived from the sale of the TIF Bonds will be used by the Developer to acquire and construct the Infrastructure Improvements or reimburse the Developer for the costs of acquisition and construction of the Infrastructure Improvements by the Developer, and other costs included within the Infrastructure Improvements.

9. The City will pledge one hundred percent (100%) of the increase in its ad valorem real property tax revenues (the "City Ad Valorem TIF Revenues") and one hundred percent (100%) of the increase in the amount of the municipal sales tax diversion received by the City from sales taxes (the "Sales Tax Rebate TIF Revenues"), both as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

10. The County will pledge one hundred percent (100%) of the increase in its ad valorem real and personal property tax revenues (the "County Ad Valorem TIF Revenues"), as collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act.

11. The amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, fifty percent (50%) of the Sales Tax Rebate TIF Revenues, and fifty percent (50%) of the County Ad Valorem TIF Revenues.

12. The City Ad Valorem TIF Revenues, the Sales Tax Rebate TIF Revenues and the County Ad Valorem TIF Revenues shall be referred to collectively as the "TIF Revenues."

13. The TIF Bonds shall never constitute an indebtedness of the City or the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or the County, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

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

SECTION 1. The Project is one of major economic significance, and the participation of the City and the County is necessary and in the public interest and would benefit the public health, safety and welfare of the City and the County and their citizens.

SECTION 2. The Governing Body hereby approves and adopts the Agreement in substantially the form attached hereto as **Exhibit A,** with such amendments, corrections, additions, and deletions as may be agreed upon and approved by its duly authorized officers.

SECTION 3. The Governing Body hereby authorizes the Mayor and the City Clerk to execute and deliver the Agreement for and on behalf of the City, with such amendments, changes, corrections, additions, and deletions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval.

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

Alderman Ben Carver	voted: aye
Alderman David Little	voted: aye
Alderman Hamp Beatty	voted: aye
Alderman Roy A'. Perkins	voted: nay
Alderwoman Sandra C. Sistrunk	voted: aye
Alderman Henry N. Vaughn, Sr.	voted: absent
Alderman Jason Walker	voted: absent

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 18th day of June, 2019.

CITY OF STARKVILLE, MISSISSIPPI

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

<u>EXHIBIT A</u>

Form of the Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between the City of Starkville, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City"), and Oktibbeha County, Mississippi, a political subdivision of the State of Mississippi (the "County"), pursuant to the Mississippi Interlocal Cooperation Act, Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), on the date set forth hereinafter.

RECITALS:

WHEREAS, the City and County agree, find and determine as follows:

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

"Amended TIF Plan" shall mean the "Tax Increment Financing Plan, Stark Crossing Development Project, City of Starkville, Mississippi, January 2016, as Amended and Restated July 2016."

"Bond Payments" shall mean payments of principal of, premium, if any, and interest on the TIF Bonds, Paying Agent charges pertaining to the TIF Bonds, and such charges, deposits, or payments for a debt service reserve fund, bond insurance, and any other payments as are provided for in the Bond Resolution regarding the payment of and security for the TIF Bonds, and specifically including any prepayments of principal on the TIF Bonds and payments of amounts previously due and unpaid.

"Bond Resolution" shall mean the resolution of the City authorizing and directing the issuance of the TIF Bonds, or any series thereof.

"Chancery Clerk" shall mean the Chancery Clerk of the County.

"City Ad Valorem TIF Revenues" shall mean the additional ad valorem tax revenues received by the City resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act.

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

"Costs of the Infrastructure Improvements" shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements.

"County Ad Valorem TIF Revenues" shall mean the additional ad valorem tax revenues received by the County resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act.

"Developer" shall mean RM Development I, LLC, Hattiesburg, Mississippi, a Mississippi limited liability company, or any entity related thereto, or any successor or assigns thereof, the developer of the Project.

"Development and Reimbursement Agreement" shall mean the Development and Reimbursement Agreement dated as of August 10, 2016, by and between the City and the Developer.

"Final Bond Payment Date" shall mean the date on which all of the Bond Payments have been made, whether before, on or after the last scheduled Principal Payment Date. For this purpose, all Bond Payments shall not be deemed to have been made if the City has any unpaid deficiency in paying its portion of the Bond Payments pursuant to Section 11 hereunder.

"Infrastructure Improvements" shall mean public infrastructure improvements, as described in the Amended TIF Plan, for the use or benefit of the Project, which may include but are not limited to, acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, demolition or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, and surface parking; demolition of structures; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related soft costs including, but not limited to, architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, and capitalized interest.

"Payment Date" shall mean any date on which interest or principal and interest on the TIF Bonds is scheduled to be made.

"Principal Payment Date" shall mean with respect to any of the TIF Bonds, any Payment Date on which principal is scheduled to be paid (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment).

"Project" shall mean the development of a mixed use development including an approximately 62,000 square foot sporting goods retailer and up to 20,000 square feet of additional commercial development known as the "Stark Crossing Development Project", as further described and defined in the Amended TIF Plan.

"Redevelopment Plan" shall mean the "Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006," as amended from time to time.

"Sales Tax TIF Revenues" shall mean the increase in the amount of the municipal sales tax diversion received by the City from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the TIF Act.

"TIF Act" shall mean the Tax Increment Financing Act, Section 21-45-1 *et. seq.*, Mississippi Code of 1972, as amended.

"TIF Bonds" shall mean the tax increment financing revenue bonds of the City in the maximum principal amount of One Million Five Hundred Thousand Dollars ($1,500,000), which may be issued in one or more series in one or more years, to finance the Costs of the Infrastructure Improvements.

"TIF Bond Fund" shall mean the Stark Crossing TIF Bond Fund provided for in Section 11 hereof.

"TIF District" shall mean the property area included in the Amended TIF Plan, as further described and defined in the Amended TIF Plan.

"TIF Revenues" shall mean, together, the City Ad Valorem TIF Revenues, the County Ad Valorem TIF Revenues, and the Sales Tax TIF Revenues.

2. The Developer proposes to construct the Infrastructure Improvements for the Project. The City desires to issue the TIF Bonds to assist in the financing of the Infrastructure Improvements in order to promote economic development and assist in the creation of jobs and to promote the economic, social, and general welfare of both the City and the County.

3. The governing authorities of the City and the County desire to enter into a joint effort to make the most efficient use of their powers, to enable them to promote economic development, to assist in the creation of jobs, and to promote the general welfare of the City and County and the citizens of each.

4. In order that the TIF Bonds may be issued and sold and the payment of the TIF Bonds properly provided for, it is necessary that the term of this Agreement shall extend through the Final Bond Payment Date of the TIF Bonds, each series of which shall have a scheduled maturity not later than fifteen (15) years from the dated date of each such series, respectively.

5. In order to provide for the Infrastructure Improvements and to enable the acquisition and construction by the Developer of the Project, it is necessary and in the public interest for the City to cooperate with the County by entering into this Agreement pursuant to the TIF Act and the Interlocal Act.

6. It is agreed and understood that the City has adopted the Amended TIF Plan and established the TIF District in order to provide for the issuance and sale of the TIF Bonds to finance the Infrastructure Improvements, and it is agreed and understood that the City may, in its discretion, include as sources of payment for the TIF Bonds and pledge to the extent deemed necessary and appropriate all or any portion of the TIF Revenues.

7. The City and the County desire to enter into this Agreement for the purposes of (i) assisting in the financing of the Costs of the Infrastructure Improvements and (ii) satisfying the requirements of the TIF Act.

8. It is necessary for the City and the County to enter into this Agreement pursuant to the TIF Act and the Interlocal Act in order to enable the City to issue and sell the TIF Bonds, and to provide for the securing of the TIF Bonds and the payment of the Bond Payments.

9. The TIF Act authorizes the City to issue the TIF Bonds for the financing all or part of the Costs of the Infrastructure Improvements.

10. The City hereby agrees that it will issue the TIF Bonds for the purpose of assisting the financing of the Infrastructure Improvements. The Bond Payments shall be payable solely from the TIF Revenues.

11. The City and the County have agreed to divert a portion of their respective TIF Revenues from the TIF District to be used for the Bond Payments as hereinafter set forth.

12. Pursuant to the TIF Act and the Amended TIF Plan, the TIF Bonds will be secured by (a) a pledge of one hundred percent (100%) of the City's increase in ad valorem real and personal property tax revenues within the TIF District (the "City Ad Valorem TIF Revenues"), (b) a pledge of one hundred percent (100%) of the increase in the amount of the municipal sales tax diversion received by the City within the TIF District (the "Sales Tax TIF Revenues"), and (c) a pledge of one hundred percent (100%) of the County's increase in ad valorem real and personal property tax revenues within the TIF District (the "County Ad Valorem TIF Revenues"), all as pursuant to the Agreement between the City and the County.

13. The amount of the TIF Bonds to be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, fifty percent (50%) of the Sales Tax Rebate TIF Revenues, and fifty percent (50%) of the County Ad Valorem TIF Revenues.

14. It is in the best interests of the citizens of the City and the County that the City and the County enter into and execute the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE CITY AND THE COUNTY, THE CITY AND THE COUNTY DO HEREBY AGREE AS FOLLOWS:

SECTION 1. Duration. This Agreement shall be in force and effect until terminated in accordance with the provisions of Section 10 hereof.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the City and the County with regard to the financing of the Infrastructure Improvements and the payment of the TIF Bonds.

SECTION 3. Organization; Statutory Authority. There will be no separate legal or administrative entity created pursuant to this Agreement. The City and County are authorized by the TIF Act to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement.

SECTION 4. Financing, Staffing, and Supplying.

(a) The Infrastructure Improvements shall be financed as a joint undertaking of the City and the County. All of the staffing pertaining to the acquisition and/or construction of the Infrastructure Improvements and the issuance of the TIF Bonds will be provided by the City, except as may be otherwise provided herein. The City and the County hereby designate and authorize the City to exercise all powers needed to carry out and assist in the construction of the Infrastructure Improvements and the development of the Project, including but not limited to the power to issue the TIF Bonds to finance all or a portion of the Costs of the Infrastructure Improvements, and to reimburse the Developer or any contractor hired by or with the approval of the City, from proceeds of the TIF Bonds, for any advances made by the Developer to acquire and/or construct the Infrastructure Improvements in anticipation of the issuance of the TIF Bonds.

(b) The City will establish a budget which may be included as a part of the City's budget for the receipts and expenditures pertaining to the Project and to the Bond Payments. The City Clerk is hereby designated to receive, disburse, and account for the TIF Revenues to be received by or deposited with the City.

(c) The City Clerk shall determine on a date not less than two (2) months prior to the Principal Payment Date of each year the amount of TIF Revenues received by the County and the amount of TIF Revenues received by the City for the preceding twelve (12) months and shall promptly give a notice to the Chancery Clerk of the County setting forth (1) the amount needed for the two (2) next succeeding Bond Payments, (2) the total amount of TIF Revenues of the City and the County, and (3) the amount of TIF Revenues due from the County for said Bond Payments. The County agrees to cooperate in supplying all information needed from the County for this purpose.

SECTION 5. **Operation of Agreement and the Infrastructure Improvements.** The operation of the Agreement and of the Infrastructure Improvements shall be carried out by the City and by the County as described in Section 4 of this Agreement and as may be otherwise provided herein, pursuant to the TIF Act and the Interlocal Act.

SECTION 6. **Termination; Disposition of Property.** Except for the Infrastructure Improvements to be dedicated to the City, at the termination of the Agreement any property owned by the City and Developer, respectively, shall remain their property. The Infrastructure Improvements to be owned by the City shall be dedicated to the City as a condition for reimbursement to the Developer for the Costs of the Infrastructure Improvements to be paid from proceeds of the TIF Bonds. As to any Infrastructure Improvements to be owned by the Developer or other private party, the City has determined that it is in the best interests of the City for such property to be owned by the Developer or other private party and not by the City. Any surplus TIF Revenues remaining after termination shall be returned to the City and the County, respectively, after each has satisfied its respective obligations under Section 11 hereof.

SECTION 7. **Amendment.** This Agreement may be amended at any time by the mutual consent of the City and the County by an agreement entered into pursuant to the provisions of the Interlocal Act and the TIF Act. No such amendment shall have a material adverse effect on the ability of the City to make the Bond Payments.

SECTION 8. **Administration of Issuance of TIF Bonds.** The provision for the administration of issuance of the TIF Bonds and the payment thereof is provided for in Section 4 hereof, pursuant to the Interlocal Act and the TIF Act.

SECTION 9. **Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters.**

(a) The Developer has acquired or will acquire all property needed for the Project and the Infrastructure Improvements. The City has entered into a Development and Reimbursement

Agreement with the Developer, dated as of August 10, 2016, regarding, among other things, the dedication and conveyance to the City of any Infrastructure Improvements to be owned by the City and the reimbursement to the Developer of all or a portion of the Infrastructure Improvements.

(b) The City shall have the right, at its request, to review and approve the plans, specifications, and expenditures for all Infrastructure Improvements. The City and the County shall have access to all records pertaining to the acquisition and construction of the Infrastructure Improvements, and no changes which materially affect the overall scope thereof will be carried out without the written consent of the City.

(c) The County will grant to the City any necessary construction and maintenance easements on property on which the County can grant such rights to aid in the acquisition and/or construction of the Infrastructure Improvements.

SECTION 10. Terms and Conditions That Will Cause Agreement to Be Terminated. The term of each series of the TIF Bonds shall not exceed fifteen (15) years from the dated date of each such series. The Agreement will be terminated on the earlier of (1) the payment in full of the Bond Payments or (2) thirty (30) years from the date of approval of the Amended TIF Plan. However, the obligations of the City and the County, respectively, incurred during the term of this Agreement shall not lapse due to a failure or refusal of the party owing such obligation.

SECTION 11. Manner in Which the Costs of the Infrastructure Improvements Shall be Shared.

(a) The City has approved the Redevelopment Plan and the Amended TIF Plan, and has created the TIF District. The City will issue the TIF Bonds for the purpose of financing the Infrastructure Improvements associated with the Project. The Bond Payments shall be the responsibility of the City and shall be paid from the TIF Revenues.

(b) There shall be created by the City a "Stark Crossing TIF Bond Fund" (the "TIF Bond Fund") which will be held as a separate fund by the City. The City will provide to the County a schedule of Bond Payments, which schedule may be adjusted from time to time to account for any changes in fees of the Paying Agent (as defined in any resolution authorizing and directing the issuance of any series of TIF Bonds), prepayments of principal, or other changes in Bond Payments.

(c) To provide for the Bond Payments, the County will divert all or a portion of its County Ad Valorem TIF Revenues to the TIF Bond Fund. The amount of such County Ad Valorem TIF Revenues to be so diverted shall be determined as provided in this Section and shall be paid to the City Clerk, deposited into the TIF Bond Fund, and disbursed as provided in this Section.

(d) To provide for the Bond Payments, the City will divert all or a portion of its City Ad Valorem TIF Revenues and Sales Tax TIF Revenues to the TIF Bond Fund. The amount of such City Ad Valorem TIF Revenues and Sales Tax TIF Revenues to be so diverted shall be determined as provided in this Section, deposited into the TIF Bond Fund, and disbursed as provided in this Section.

(e) The County will, at least two (2) months prior to the Principal Payment Date, transfer that portion of its County Ad Valorem TIF Revenues described below to the City for deposit into the TIF Bond Fund for the Bond Payments. The City will deposit that portion of its City Ad Valorem TIF Revenues and Sales Tax TIF Revenues described below into the TIF Bond Fund for the Bond Payments. The amount of the TIF Revenues to be diverted by the County and by the City shall be determined and transferred and/or deposited as follows:

(i) To the extent that one hundred percent (100%) of the TIF Revenues of the City and of the County are equal to or less than the sums needed to fully provide for the then next two (2) succeeding Bond Payments, then the entire amount of such TIF Revenues (being limited as described in the definition of TIF Revenues) shall be transferred to the City (with regard to the County) and deposited into the TIF Bond Fund for the Bond Payments.

(ii) To the extent that one hundred percent (100%) of the TIF Revenues of the City and of the County exceed the sums needed (in addition to any moneys then on hand for such purpose) to fully provide for the then next two (2) succeeding Bond Payments, then excess TIF Revenues shall be released to each party so that each party hereto contributes the same percentage of its TIF Revenues. That is, if the total TIF Revenues required for payments is equal to forty percent (40%) of total TIF Revenues, then each party will contribute forty percent (40%) of its TIF Revenues.

(f) Upon payment of the TIF Bonds in full as to principal and interest, any surplus moneys shall be released to the City and the County in the proportion as the percentage produced by dividing the TIF Revenues required for the Bond Payments by the total TIF Revenues diverted by each party respectively, in the year preceding the Final Bond Payment Date for the TIF Bonds. That is, if one party contributed sixty percent (60%) of the TIF Revenues toward the Bond Payments, then it receives back sixty percent (60%) of the surplus moneys.

SECTION 12. TIF Revenues from the TIF District; Security for Bond Payments. It is agreed that the City may include as sources of payment for the TIF Bonds and pledge the TIF Revenues provided for in Section 11 herein for the Bond Payments.

SECTION 13. Effective Date. This Agreement will be effective when it is approved by the respective governing bodies of the City and the County and by the Mississippi Attorney General, and filed with the Mississippi Secretary of State and the Oktibbeha County Chancery Clerk, all as provided in the Interlocal Act. The initial term of this Agreement shall commence on the effective date hereof and terminate as provided in Section 10 hereof.

WITNESS the signatures of the duly authorized officers of the City and the County as of the 18th day of June, 2019.

CITY OF STARKVILLE, MISSISSIPPI

Mayor

ATTEST:

Lesa Hardin
City Clerk

CITY OF STARKVILLE MISSISSIPPI STATE OF

(seal)

OKTIBBEHA COUNTY, MISSISSIPPI

President, Board of Supervisors

ATTEST:

(seal)

Chancery Clerk

36. CONSIDERATION OF PP 19-04 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR A TWO-LOT SUBDIVISION LOCATED APPROXIMATELY 1700' WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY ON THE NORTHSIDE OF LYNN LANE IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 201I-00-013.00.

Daniel Havelin presented the request for Preliminary Plat 19-04. The applicant 4J/I LP is requesting Preliminary Plat approval for two-lot subdivision. The proposed subdivision is named "REF Properties LLC". The proposed subdivision is located in a C-2 zoning district located approximately 1700' west of the intersection of Lynn Lane and South Montgomery on the northside of Lynn Lane.

Alderman Beatty, duly seconded by Alderman Little, offered a motion to approve PP 19-04: a request for Preliminary Plat approval for a two-lot subdivision located approximately 1700' west of the intersection of Lynn Lane and South Montgomery on the north side of Lynn Lane in a C-2 zoning district with the parcel number 201I-00-013.00 with five conditions as recommended. The Board voted as follows:

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

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

Five Conditions:

1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The preliminary plat shall meet the minimum requirements for C-2 zone dimensions.
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
5. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.

37. CONSIDERATION OF FP 19-03 A REQUEST FOR FINAL PLAT APPROVAL FOR A TWO-LOT SUBDIVISION LOCATED APPROXIMATELY 1700' WEST OF THE INTERSECTION OF LYNN LANE AND SOUTH MONTGOMERY ON THE NORTHSIDE OF LYNN LANE IN A C-2 ZONING DISTRICT WITH THE PARCEL NUMBER 201I-00-013.00.

Daniel Havelin presented the request for Final Plat 19-03.

Alderman Beatty, duly seconded by Alderman Little, offered a motion to approve FP 19-03: a request for Final Plat approval for a two-lot subdivision located approximately 1700' west of the intersection of Lynn Lane and South Montgomery on the north side of Lynn Lane in a C-2 zoning district with the parcel number 201I-00-013.00.
The Board voted as follows:

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

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

Five Conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
4. The required sewer services line will have to be constructed and accepted by the City or an acceptable form of financial surety provided for the installation of the sewer service prior to releasing the final plat to be recorded at the Office of the Oktibbeha County Chancery Clerk.

38. CONSIDERATION OF AN AS-NEEDED CONTRACT WITH NEEL SCHAFFER TO PROVIDE TRAFFIC IMPACT STUDY VERIFICATION AND OTHER TRANSPORTATION RELATED SERVICES.

The Board took no action on this item.

39. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of June 11, 2019 for fiscal year ending 9/30/19, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	$ 676,308.66
Restricted Police Fund	002	475.00
Restricted Fire Fund	003	1,555.67
Airport Fund	015	3,490.51
Sanitation	022	136,479.62
Landfill	023	14,917.18
Public Improvements Bond 2018	319	381,149.20
Park and Rec, Tourism	375	21,950.00
Sub Total Before Utilities		$ 1,236,325.84
Utilities Dept.	SED	1,374,424.03
Total Claims	Total	$ 2,610,749.87

40. CONSIDERATION OF A LEASE AGREEMENT WITH BANK FIRST LEASING, LLC OVER FOUR YEARS AT 3.49% INTEREST FOR THE LEASE PURCHASE OF A JOHN DEERE 9009 TERRAIN CUT MOWER AT A COST OF $66,752.32 TO BE USED BY STARKVILLE PARK AND RECREATION DEPT.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve a lease agreement with Bank First Leasing, LLC over four years at 3.49% interest for the lease purchase of a John Deere 9009 Terrain Cut Mower at a cost of $66,752.32 to be used by Starkville Park and Recreation Department. The Board voted as follows:

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

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

41. MOTION TO ADJOURN UNTIL JULY 2, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, for the Board of Aldermen to adjourn the meeting until July 2, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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)