

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
JULY 2, 2019**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on July 2, 2019 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, David Little, Jason Walker, Hamp Beatty, Roy A.' Perkins and Henry Vaughn, Sr. Absent: Alderman Carver. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked to add Item IX. E. "Consideration of a 2019 USDOT BUILD Discretionary Grant Program Application Resolution for the MS 182 / MLK Corridor Revitalization Project". There were no objections.

Alderman Vaughn asked to remove the June 20, 2019 minutes from consent.

1. A MOTION TO REARRANGE THE AGENDA.

Alderman Sistrunk offered a motion, duly seconded by Alderman Little, to move item IX. B. "Discussion and Consideration of Amending the Proposed Annexation Ordinance" to VI and renumber the agenda as amended. The Board voted as follows:

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

Having received a tie vote, the Mayor voted aye and declared the motion carried and the item moved. The Mayor then called for a motion to approve the agenda with consent items.

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

Alderman Beatty offered a motion, duly seconded by Alderman Little, to approve the July 2, 2019 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, JULY 2, 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 JUNE 14, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 18, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JUNE 20, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

- V. ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

- VI. DISCUSSION AND CONSIDERATION OF AMENDING THE PROPOSED ANNEXATION ORDINANCE.**

- VII. CITIZEN COMMENTS**

- VIII. PUBLIC APPEARANCE**

AAU TRACK AND FIELD ORGANIZATION – FELECIA ASHFORD

- IX. PUBLIC HEARING**

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

B. PUBLIC HEARING AND CONSIDERATION OF CU 19-06 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE PLACED AT 1560 LOUISVILLE STREET IN A R-5 ZONE WITH THE PARCEL NUMBER 105-16-009.00. (TABLED FROM JUNE 4)

X. MAYOR'S BUSINESS

- A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE STORM WATER ORDINANCE FOR THE CITY OF STARKVILLE**
- B. CONSIDERATION OF A FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY.
- C. CONSIDERATION OF AN AGREEMENT WITH FRIENDS OF J L KING (REPLACING "EXCELLENCE VENTURES") FOR THE USE OF THE J L KING CENTER FOR THE MONTHS OF JUNE AND JULY, 2019.**
- D. CONSIDERATION OF A 2019 USDOT BUILD DISCRETIONARY GRANT PROGRAM APPLICATION RESOLUTION FOR THE MS 182 / MLK CORRIDOR REVITALIZATION PROJECT.

XI. BOARD BUSINESS

- A. CONSIDERATION OF TWO CANDIDATES, MR. FRANK CHILES AND MR. RODNEY LINCOLN, TO FILL A VACANCY FOR THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY FOR A TERM OF FIVE YEARS BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2024 WITH INTERVIEWS TO BE HELD.
- B. CONSIDERATION OF APPOINTING MR. LEE HARRIS TO THE VACANCY IN WARD 3 OF THE STARKVILLE PLANNING AND ZONING COMMISSION FOR THE TERM FROM JULY 1, 2019 TO JUNE 30, 2025.**
- C. CONSIDERATION TO FILL A VACANCY FOR THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES FOR A TERM ENDING MARCH 2020 WITH INTERVIEWS OF THE THREE APPLICANTS TO BE HELD AT THE NEXT SCHEDULED BOARD MEETING ON JULY 16, 2019 AT 5:30 P.M.

XII. 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 GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE SPECIAL EVENT BUD AND BURGERS ON JULY 26, 2019.
 - b. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE SPECIAL EVENT UNWINE DOWNTOWN ON JULY 25, 2019.

- c. CONSIDERATION OF THE APPOINTMENT OF MARCO NICOVICH TO THE BOARD OF ADJUSTMENTS AND APPEALS WITH A FOUR-YEAR TERM SET TO START JULY 2, 2019 AND EXPIRE ON JULY 2, 2023.
- d. CONSIDERATION OF THE RE-APPOINTMENT OF MS. DEBBIE NETTLES, AND THE APPOINTMENT OF CHRISTOPHER HUNTER AND EVAN PEACOCK TO FILL 2 VACANT UNEXPIRED SEATS ON THE HISTORIC PRESERVATION COMMISSION.
- e. CONSIDERATION TO APPLY FOR THE US DEPARTMENT OF LABOR (DOL)'S WORKFORCE OPPORTUNITY FOR RURAL COMMUNITIES (WORC) GRANT INITIATIVE TO ACQUIRE FUNDING OF \$1,927,362 TO TRAIN, DEVELOP AND DEPLOY 60 PART-TIME INTERNS FOR THE 3-YEAR PROJECT LIFE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF APPROVING NEEL SHAFFER AS THE CONSULTANT FOR EMERGENCY ROAD AND BRIDGE REPLACEMENT (ERBR) PROJECT FOR THE SHS BRIDGE (NUMBER SA5300000000074) USING MDOT SMALL PURCHASE PROCEDURE, AUTHORIZING KEVIN STAFFORD AS THE ENGINEER OF RECORD AND AUTHORIZE THE MAYOR TO NEGOTIATE AND SIGN AN ENGINEERING SERVICES CONTRACT.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 25, 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.

F. FIRE DEPARTMENT

- 1. UPDATE OF PAFFORD EMS AND THE EMS DISTRICT
- 2. REQUEST PERMISSION TO ALLOW FIRE MARSHAL STEIN MCMULLEN TO ATTEND THE COURSE SAFETY PROGRAM OPERATIONS AT THE NATIONAL FIRE ACADEMY FROM JULY 21-26, 2019 IN EMMITSBURG, MD AND TAKE CITY FIRE VEHICLE.

G. HUMAN RESOURCES

- 1. REQUEST AUTHORIZATION TO HIRE ANDREKUS CLARK, JAMES JARVIS, DONTAVIAN LEE AND RACHAEL RICHARDSON AS ENTRY LEVEL POLICE OFFICERS AND AUTHORIZATION TO HIRE MARCUS RODRIGUEZ AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
- 2. REQUEST AUTHORIZATION TO ADVERTISE FOR A PART-TIME ATHLETIC ASSISTANT IN THE PARKS AND RECREATION DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE KENNIDI AKINS AND MARYBETH WOODARD AS PART-TIME PROGRAM ASSISTANTS IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE ALAN ALDRIDGE AS A METERING INFRASTRUCTURE ADMINISTRATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE STEVEN EVANS AND KEIVIN WARE AS MAINTENANCE WORKERS II IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO ADVERTISE FOR A SEASONAL CUSTOMER SERVICE REPRESENTATIVES ASSIGNED TO THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO TRANSFER TORA NORHEIM FROM PART TIME LOBBY RECEPTIONIST TO TEMPORARY FULL TIME CITY CLERK OFFICE ASSISTANT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH MISSISSIPPI BASKETBALL LEAGUE FOR USE OF TWO BASKETBALL COURTS AT TRAVIS OUTLAW CENTER FOR A SUMMER BASKETBALL LEAGUE.
2. CONSIDERATION OF THE APPROVAL OF REVENUE AND DISCOUNT POLICY.

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL TO DECLARE THE ELECTRIC DEPARTMENT'S CUMMINS 310KW GENERATOR AND 2006 FERRIS ZERO-TURN RIDING MOWER AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.
2. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM RUTHERFORD CONTRACTING FOR THE REMOVAL OF SEVEN (7) TREES AND STUMP GRINDING IN THE PLEASANT ACRES NEIGHBORHOOD IN THE AMOUNT OF \$13,000.00.
3. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM FORTERRA PIPE & PRECAST FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF \$8,123.94.
4. REQUEST APPROVAL OF THE 36-MONTH EQUIPMENT LEASE AGREEMENT BETWEEN STARKVILLE UTILITIES AND SEVEN STATES POWER CORPORATION (7SPC) FOR TWO (2) VEHICLE CHARGING STATIONS.

5. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM WESCO DISTRIBUTION OF RIDGELAND, MISSISSIPPI FOR OPTICAL GROUND WIRE POLE HARDWARE (MATERIAL ONLY) IN THE AMOUNT OF \$35,474.68.

6. REQUEST AUTHORIZATION TO ADD THE SEDC ONLINE BILLING PAYMENT AND PROCESSING (OBPPS) SERVICE TO OUR CURRENT SEDC SERVICE AGREEMENT.

XIII. CLOSED DETERMINATION SESSION

XIV. OPEN SESSION

XV. EXECUTIVE SESSION

A. PERSONNEL

B. PROPERTY ACQUISITION

XVI. OPEN SESSION

XVII. REQUEST AUTHORIZATION TO HIRE A TRAINING CHIEF IN THE STARKVILLE FIRE DEPARTMENT.

XVIII. RECESS UNTIL JULY 16, 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 3 – 27:

3. CONSIDERATION OF THE MINUTES OF THE JUNE 14, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 14, 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 THE MINUTES OF THE JUNE 18, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 18, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND THE STORM WATER ORDINANCE FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of calling for the first public hearing to amend the storm water ordinance for the City of Starkville Code of Ordinances, Chapter 54, Article VI” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF AN AGREEMENT WITH FRIENDS OF J L KING (REPLACING “EXCELLENCE VENTURES”) FOR THE USE OF THE J L KING CENTER FOR THE MONTHS OF JUNE AND JULY, 2019.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of an agreement with Friends of J. L. King (replacing “Excellence Ventures”) 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 Friends of J L King, 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, Friends of J L King

D. Lynn Spruill
Mayor, Starkville, MS

7. CONSIDERATION OF APPOINTING MR. LEE HARRIS TO THE VACANCY IN WARD 3 OF THE STARKVILLE PLANNING AND ZONING COMMISSION FOR THE TERM FROM JULY 1, 2019 TO JUNE 30, 2025.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of appointing Mr. Lee Harris to the vacancy in Ward 3 of the Starkville Planning and Zoning Commission for the term from July 1, 2019 to June 30, 2025” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF THE APPOINTMENT OF MARCO NICOVICH TO THE BOARD OF ADJUSTMENTS AND APPEALS WITH A FOUR-YEAR TERM SET TO START JULY 2, 2019 AND EXPIRE ON JULY 2, 2023.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the appointment of Marco Nicovich to the Board of Adjustments and Appeals with a four-year term set to start July 2, 2019 and expire on July 2, 2023” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO RE-APPOINTMENT OF MS. DEBBIE NETTLES, AND THE APPOINTMENT OF CHRISTOPHER HUNTER AND EVAN PEACOCK TO FILL 2 VACANT UNEXPIRED SEATS ON THE HISTORIC PRESERVATION COMMISSION.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the re-appointment of Ms. Debbie Nettles to a term set to expire July 2, 2022, and the appointment of Christopher Hunter to a term set to expire July 11, 2021 and Evan Peacock to a term set to expire December 12, 2020, to fill 2 vacant unexpired seats on the Historic Preservation Commission” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO APPLY FOR THE US DEPARTMENT OF LABOR (DOL)’S WORKFORCE OPPORTUNITY FOR RURAL COMMUNITIES (WORC) GRANT INITIATIVE TO ACQUIRE FUNDING OF \$1,927,362 TO TRAIN, DEVELOP AND DEPLOY 60 PART-TIME INTERNS FOR THE 3-YEAR PROJECT LIFE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to apply for the US Department of Labor (DOL)’s Workforce Opportunity for Rural Communities (WORC) Grant Initiative to acquire funding of \$1,927,362 to train, develop and deploy 60 part-time interns for the 3-year project life” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF APPROVING NEEL SHAFFER AS THE CONSULTANT FOR EMERGENCY ROAD AND BRIDGE REPLACEMENT (ERBR) PROJECT FOR THE SHS BRIDGE (NUMBER SA5300000000074) USING MDOT SMALL PURCHASE PROCEDURE, AUTHORIZING KEVIN STAFFORD AS THE ENGINEER OF RECORD AND AUTHORIZE THE MAYOR TO NEGOTIATE AND SIGN AN ENGINEERING SERVICES CONTRACT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of approving Neel Shaffer as the consultant for Emergency Road and Bridge Replacement (ERBR) project for the SHS Bridge (Number SA5300000000074) using MDOT small purchase procedure, authorizing Kevin Stafford as the Engineer of Record and authorize the Mayor to negotiate and sign an engineering services contract” is enumerated, this consent item is thereby approved.

The City has been awarded \$514,998.75 for the replacement of the bridge over Hollis Creek on the SHS Campus (Bridge Number SA5300000000074) from the MDOT Emergency Road and Bridge Repair Funds.

Starkville High School Bridge

Preliminary Opinion of Probable Cost

<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total</u>
Roadway Tie-In	40	LF	\$600	\$24,000
Demo of Exist. Bridge	1	LS	\$25,000	\$25,000
50' x 50' Bridge (Deck & Sub)	2,500	SF	\$125	\$312,500
Fence and Gate Rework	1	LS	\$25,000	\$25,000
Sidewalk Tie-in to Tennis Courts	200	LF	\$100	\$20,000
Erosion Protection	1	LS	\$20,000	\$20,000
Contingency (5%)	1	LS	\$21,325	\$21,325
Construction Subtotal =				\$447,825
Design Engineering (9%) =				\$40,304
Construction Engineering (7%) =				\$31,348
Total Project Costs =				\$519,477

Melinda L. McGrath
Executive Director

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GoMDOT.com



James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

February 15, 2019

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

RE: Emergency Road and Bridge Repair (ERBR) Award for Replacement of Bridge Number(s)
SA5300000000074

Dear Ms. Spruill:

We are pleased to inform you that the Mississippi Transportation Commission, at their meeting on January 22, 2019, approved up to \$514,998.75 in Emergency Road and Bridge Repair (ERBR) Program funds for the above referenced Project.

If preconstruction funds were awarded, the Local Public Agency (LPA) will need to sign the attached Memorandum of Agreement (MOA) and return it to the Mississippi Department of Transportation (MDOT) for execution by the Executive Director. Once the MOA has been executed and the required information has been submitted identifying the Engineer of Record per the MOA, an initial deposit of up to twenty percent of the requested construction funds will be deposited into an account set up as described in the MOA. The remaining deposit of funds will be made at the time the low bid has been awarded. Once MDOT has received the information requested in the Final Payment Checklist, the LPA will receive the final deposit.

For applications that indicated the project was ready to be let to construction, the LPA will receive the deposit for necessary ERBR Funds once the MOA has been executed and MDOT has received the information requested in the Final Payment Checklist.

It is important that you and your city/county attorney review the attached MOA for a detailed understanding of the requirements to participate in the program. This MOA has been approved by the Office of the Attorney General and modifications will not be allowed. All signed MOAs must be returned with the appropriate board approval to the MDOT Planning Division (85-01) at P.O. Box 1850, Jackson, MS 39215.

We are excited about this program and working with you on these very important projects which will be beneficial to both your community and the entire state. If you have any specific questions please feel free to contact us at planning@mdot.ms.gov. Please visit MDOT's ERBR website at www.GoMDOT.com/ERBRF for additional information that we will be posting throughout the life of the program.

Sincerely,

A handwritten signature in blue ink that reads "Melinda L. McGrath".

Melinda L. McGrath, P.E.
Executive Director

Attachment

12. CONSIDERATION TO ALLOW FIRE MARSHAL STEIN MCMULLEN TO ATTEND THE COURSE SAFETY PROGRAM OPERATIONS AT THE NATIONAL FIRE ACADEMY FROM JULY 21-26, 2019 IN EMMITSBURG, MD AND TAKE CITY FIRE VEHICLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to allow Fire Marshal Stein McMullen to attend the course Safety Program Operations at the National Fire Academy from July 21-26, 2019 in Emmitsburg, MD and to take a City Fire vehicle” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE ANDREKUS CLARK, JAMES JARVIS, DONTAVIAN LEE AND RACHAEL RICHARDSON AS ENTRY LEVEL POLICE OFFICERS AND AUTHORIZATION TO HIRE MARCUS RODRIGUEZ AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Andrekus Clark, James Jarvis, Dontavian Lee and Rachael Richardson as Entry Level Police Officers and authorization to hire Marcus Rodriguez as a Certified Police Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ADVERTISE FOR A PART-TIME ATHLETIC ASSISTANT IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a Part-Time Athletic Assistant in the Parks and Recreation Department” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE KENNIDI AKINS AND MARYBETH WOODARD AS PART-TIME PROGRAM ASSISTANTS IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Kennidi Akins and MaryBeth Woodard as part-time Program Assistants in the Starkville Parks & Recreation Department, not to exceed twenty (20) hours per week at \$10.00 per hour and not eligible for benefits” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE ALAN ALDRIDGE AS A METERING INFRASTRUCTURE ADMINISTRATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of to hire Alan Aldridge as a Metering Infrastructure Administrator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE STEVEN EVANS AND KEIVIN WARE AS MAINTENANCE WORKERS II IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to hire Steven Evans and Keivin Ware as a Maintenance Workers II in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO ADVERTISE FOR A SEASONAL CUSTOMER SERVICE REPRESENTATIVE ASSIGNED TO THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a seasonal Customer Service Representatives assigned to the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO TRANSFER TORA NORHEIM FROM PART TIME LOBBY RECEPTIONIST TO TEMPORARY FULL TIME CITY CLERK OFFICE ASSISTANT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to transfer Tora Norheim from part time lobby receptionist to temporary full time City Clerk Office Assistant at \$10.00 per hour beginning July 1 through July 31, 2019, not eligible for benefits” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH MISSISSIPPI BASKETBALL LEAGUE FOR USE OF TWO BASKETBALL COURTS AT TRAVIS OUTLAW CENTER FOR A SUMMER BASKETBALL LEAGUE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the facility use agreement with Mississippi Basketball League for use of two basketball courts at Travis Outlaw Center for a summer basketball league” is enumerated, this consent item is thereby approved.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation hereinafter referred to as the "City", by and through its authorized representative, and **MISSISSIPPI BASKETBALL LEAGUE**, hereinafter referred to as the "User."

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect from the date of execution until August 31, 2019. The City will permit the User to use two basketball courts located at the Travis Outlaw Center, address 405 Lynn Lane, Starkville, Mississippi 39759 ("the Facility") for the duration of the agreement, for the purposes of games and practices. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times are attached at end of the agreement and shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

- (a) Fifteen and no/100 Dollars (\$15.00) per player.
- (b) Five and no/100 Dollars (\$5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.
- (c) The User shall also pay the City a deposit of five-hundred and no/100 Dollars (\$500.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

1.04 The User agrees that it will be solely responsible for the following items:

- (a) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility
- (b) Paying for all damages related to and arising out of use of the Facility by the User

(c) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Cleaning and stocking of restrooms

(b) General grounds maintenance of Facility and City-installed equipment

(c) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User 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 Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury,**

death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City before any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

If necessary, the City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User agrees is solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season.

- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its 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 Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE X RELEASE

The User hereby releases, relinquishes and discharges the City, its 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 User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. User's Certificate of Insurance

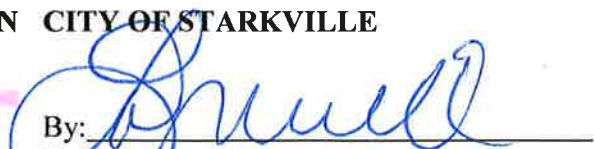
MISSISSIPPI BASKETBALL ASSOCIATION CITY OF STARKVILLE

By: 

Printed Name: Michael Smith

Title: _____

Date: _____

By: 
Mayor
Date: 7.2.2019

21. REQUEST AUTHORIZATION TO DECLARE THE ELECTRIC DEPARTMENT'S CUMMINS 310KW GENERATOR AND 2006 FERRIS ZERO-TURN RIDING MOWER AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the "approval to declare the Electric Department's Cummins KTA-1150GS1/MG8245 310 kW Generator and 2006 Ferris IS1500Z Series 21HP, 48" Cut Zero-Turn Riding Mower as surplus property, advertise for sale, and sell to the highest bidder" is enumerated, this consent item is thereby approved.

22. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM RUTHERFORD CONTRACTING FOR THE REMOVAL OF SEVEN (7) TREES AND STUMP GRINDING IN THE PLEASANT ACRES NEIGHBORHOOD IN THE AMOUNT OF \$13,000.00.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the "approval of lowest and best quote from Rutherford Contracting for the removal of seven (7) trees and stump grinding in the Pleasant Acres neighborhood in the amount of \$13,000" is enumerated, this consent item is thereby approved.

2 Quotes received: Rutherford Contracting - \$13,000.00 and Big A's Bucket Service - \$17,350.00

23. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM FORTERRA PIPE & PRECAST FOR PHASE II OF THE APPROVED PLEASANT ACRES MANHOLE MATERIAL PURCHASE IN THE AMOUNT OF \$8,123.94.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the "approval of lowest and best quote from Forterra Pipe & Precast for Phase II of the approved Pleasant Acres manhole material purchase in the amount of \$8,123.94" is enumerated, this consent item is thereby approved.

2 Quotes received: Forterra - \$8,123.94 and Lee's - \$10,525.00

24. REQUEST APPROVAL OF THE 36-MONTH EQUIPMENT LEASE AGREEMENT BETWEEN STARKVILLE UTILITIES AND SEVEN STATES POWER CORPORATION (7SPC) FOR TWO (2) VEHICLE CHARGING STATIONS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the 36-month Equipment Lease Agreement between Starkville Utilities and Seven States Power Corporation (7SPC) for two (2) vehicle charging stations" is enumerated, this consent item is thereby approved.

25. REQUEST APPROVAL OF LOWEST AND BEST QUOTE FROM WESCO DISTRIBUTION OF RIDGELAND, MISSISSIPPI FOR OPTICAL GROUND WIRE POLE HARDWARE (MATERIAL ONLY) IN THE AMOUNT OF \$35,474.68.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the "approval of lowest and best quote from Wesco Distribution of Ridgeland, Mississippi for optical ground wire pole hardware (material only) in the amount of \$35,474.68" is enumerated, this consent item is thereby approved.

3 Quotes received: Wesco (Base Bid) \$35,474.68, Wesco (Alternate Bid) \$44,041.41 and Gresco \$49,371.30

EQUIPMENT LEASE AGREEMENT
(VEHICLE CHARGING STATIONS)

“Lessor”: **Seven States Power Corporation**
(“7SPC”)

Address: P.O. Box 6189
Chattanooga, TN 37401-2289

Phone: 423/756-6511

“Lessee”: **Starkville Utilities**

Address: 200 N. LaFayette Street
Starkville, MS 39759

Phone: 662/323-3133

Pursuant to the terms of this Equipment Lease Agreement (the “Lease”), Lessor leases to Lessee, and Lessee leases from Lessor, the items of equipment described below (collectively the “Equipment”).

I. Description.

<u>Electric Vehicle Charging Station Make/Model</u>	<u>Quantity</u>	<u>Location to Install</u>	<u>Estimated Delivery Date</u>	<u>Special Comments</u>
ChargePoint CT4021 Dual Port Pedestal Mount Charging Station	2		July 20, 2019	Starkville Utilities to perform site prep and circuit installation. 7SPC will procure, configure, start up, and arrange networking of the system. Starkville Utilities & 7SPC will work together to attach equipment to pad and connect electric circuits to unit.

II. Term. This Lease shall commence on the date hereof and shall continue for a term of 36 months (the “Term”) from the date that the first item of Equipment is placed into service (the “Commencement Date”).

III. Rent and Other Payments. Upon execution of this Lease, Lessee shall immediately pay to Lessor the following amounts:

- | | | |
|----|------------------------------------|--------|
| A. | Security Deposit | \$0.00 |
| B. | One Month’s Rent for all Equipment | \$0.00 |

Lessee’s subsequent monthly rental payments (collectively “Rent”), payable as provided in the General Terms and Conditions, shall be in the amount of **\$500.00**.

IV. Scope of Site Preparation and Install. The Rent amount above stated has been calculated based on Lessor providing the following scope of work relative to site preparation and installation (check all that apply):

- | | | |
|----|-------------------------------------|---|
| A. | ☐ | Site preparation including grading and installation of the pad for the Equipment. |
| B. | ☐ | Attachment of the Equipment to the pad. |
| C. | ☐ | Connection of Equipment to electric power source. |
| D. | ☒ | Programming and start-up of Equipment, for placement into service. |

Any items not checked shall be the responsibility of Lessee, in which case: Lessee must have item A. completed prior to the Estimated Delivery Date, and Lessee must complete items B-D immediately after the actual date that Equipment is delivered to each site.

V. Additional Provisions. In addition to the foregoing, the General Terms and Conditions which are hereto attached are herein incorporated and made a part of this Lease.

Lessor.

Seven States Power Corporation

By: _____
Print Name: _____
Title: _____
Date: _____

Lessee.

Starkville Utilities

By: _____
Print Name: _____
Title: _____
Date: _____

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are incorporated into and are a part of the Equipment Lease Agreement.

1. Lease of Equipment. Subject to, and upon all of the terms and conditions contained herein, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment.

2. Rent. Lessee shall pay to Lessor the monthly rental charge in the amount as set forth on the first page of this Lease for each Equipment item (the "Rent"), in advance without required notice and free from any and all claims of setoff, abatement, or deduction whatsoever, beginning on the Commencement Date and continuing on the first day of each subsequent calendar month thereafter through the Lease Term. For any rental payment not received within 5 days of the date same is due, Lessee shall pay a late charge at the lesser of (i) 1.5% per month or (ii) if the late fee is deemed to be interest charged at an unlawful rate, then the highest rate permissible under applicable law, calculated daily and compounded monthly. Payment of any late charge due on late payments does not excuse Lessee of any default under this Lease. If by the expiration of the Lease Term, Lessee does not return the Equipment to Lessor in the condition and on the terms and conditions stated herein, then Lessee shall continue to comply with all the terms and conditions of this Agreement, except that Lessee shall be obligated to pay 120% of the prorated daily Rent for each day from the Expiration Date until the date on which Lessee returns such Equipment to Lessor in the manner required herein ("Holdover Rent"). Nothing contained in this Section, including Lessee's payment of Holdover Rent, shall be construed as Lessor's (a) waiver of Lessee's failure to perform any obligation under this Lease; or (b) assent to any renewal of this Lease.

3. Landowner Consent. In the event that the Equipment will be located at a location that Lessee does not own, then Lessee must obtain from the landowner (and provide a copy to Lessor) a signed agreement whereby such owner (i) grants all rights necessary for the Equipment to be installed and to remain at the location throughout the Term, (ii) waives any landlord liens that otherwise might attach to the Equipment and (iii) consents to Lessor coming onto the property for purposes of repossessing and removing the Equipment, all in a form reasonably satisfactory to Lessor. Lessee must have this documentation in place before the delivery date of the Equipment.

4. Maintenance; Use; Location.

- a) During the Term, Lessor shall perform all routine maintenance on the Equipment, at its own expense. Notwithstanding the foregoing, Lessee shall be responsible for the cost of any maintenance or repairs that are necessitated by the actions or negligence of Lessee or its agents, employees, or contractors.
- b) Lessee shall use each item of Equipment only for its intended purpose. Lessee shall (i) comply with all applicable laws, regulations, and ordinances in regard to use of the Equipment, and (ii) maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to use the Equipment and to carry out its obligations under this Lease. The Equipment must remain at each of Lessee's locations specified on page 1 of this Lease. Lessee may not sell or dispose of any Equipment without Lessor's prior written consent.
- c) Lessee shall undertake commercially reasonable precautions to prevent accidental damage to the Equipment, which may include the installation of parking bollards, parking bumpers, or other protective devices or fixtures. In the event of damage to any Equipment, Lessee shall notify Lessor of same promptly, and Lessor shall make repairs within a reasonable time. Rent shall not abate during any such period of damage, unless the Equipment was damaged due to the negligence of Lessor.

5. Inspection. Lessor shall have the right, at all reasonable times, to inspect the Equipment, to conduct an inventory of same, and to review the condition, use, and maintenance of the Equipment.

6. Insurance. Lessor, at all times and at its expense, will cause the Equipment to be insured for loss, damage, or theft under its property/casualty insurance policies, at the full replacement value thereof.

7. Taxes. Lessee shall be responsible for paying all personal property taxes assessed against the Equipment.

8. Title. During the Lease Term, title to the Equipment shall remain in Lessor. Lessee shall not pledge or encumber the Equipment in any way.

9. Specifications; Disclaimer of Warranties. Lessee has been provided the specifications for the Equipment and has determined that the Equipment is suitable for its purposes. Lessor disclaims all representations and warranties of every kind as to the Equipment.

10. Delivery. Lessor is responsible for arranging and coordinating delivery of the Equipment to the site of installation.

11. UCC Notice Filing. Lessee authorizes Lessor to file precautionary/notice Uniform Commercial Code ("UCC") financing statements and other similar filings and recordings with respect to the Equipment. Lessee agrees not to file any corrective or termination statements or partial releases with respect to any such filings or other similar filings or recordings filed by Lessor in connection with the Equipment except (i) if Lessor fails to file a corrective or termination statement or release on request from Lessee after the expiration or earlier termination of this Agreement or (ii) with Lessor's consent.

12. Return of Equipment. Upon the expiration of the Term, Lessor shall be entitled to deinstall, pack and remove the Equipment. As of the expiration of the Term, Lessee shall cause the Equipment to (a) be free and clear of all liens (other than liens of Lessor) and rights of third parties; (b) be in the same condition as when delivered to Lessee, ordinary wear and tear excepted; (c) have all Lessee's insignia or markings removed or painted over and the areas where such markings were removed or painted over refurbished as necessary to blend with adjacent areas; and (d) be in compliance with applicable law.

13. Indemnification. [Intentionally reserved.]

14. Assignment. Lessee may not assign or otherwise transfer any interest in the Equipment or this Lease, without the consent of Lessor, which consent may be given or withheld in Lessor's sole discretion.

15. Events of Default and Remedies.

a) Any of the following events shall constitute an "Event of Default" under this Lease:

(i) Lessee fails to pay any Rent due under this Lease and such failure continues for 5 days after receipt of written notice thereof from Lessor; or

(ii) Lessee fails to perform or observe in any material respect any other material provision of this Lease required to be performed or observed by Lessee and such default continues for 10 days after receipt of written notice thereof from Lessor.

b) Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, Lessor may terminate this Lease by providing written notice of such termination to Lessee; whereupon Lessor may retake possession of the Equipment and/or pursue any other remedies available to it at law or in equity. All of Lessor's rights and remedies provided in this Lease are cumulative and not exclusive.

c) Lessee shall reimburse Lessor for all costs it incurs in the course of responding to any default by Lessee hereunder, including, without limitation, attorneys' fees, and regardless of whether litigation is commenced in response to such default.

16. Entire Agreement. This Lease sets forth all the promises, agreements, conditions and understandings between Lessor and Lessee relative to the subject matter hereof.

17. Notices. All notices and other communications to be delivered under the terms and provisions hereof shall be in writing and shall be deemed to have been duly given or delivered if mailed by certified mail, with proper postage prepaid, or by overnight delivery service, addressed to the address provided on page 1 of this Lease, or to such other address as the addressee may have specified in a written notice given to the sender as provided in this Section.

18. Severability. In case any term of this Lease shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term, nor the validity of any other term of this Lease, shall in any way be affected thereby.

19. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

20. Amendments. This Lease shall not be amended or modified except by a written instrument duly executed by the parties hereto or their respective successors and assigns.

21. Governing Law. [Intentionally reserved.]

22. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be considered to be an original instrument and to be effective as of the date first above written.

23. Force Majeure. Neither party hereto shall be considered in default or breach of this Lease, or be liable for damages, for any failure of performance hereunder (including but not limited to any delays in design, manufacturing, shipping, or delivery of the services) occasioned by an act of God, fire, flood, national or local calamity, strike, lockout, labor dispute, war, epidemic, act of terrorism, shortage of labor, fuel, or materials, acts or requirements of any State or the Federal Government, or any other unforeseeable event causing the inability of such party, acting in good faith and with due diligence, to perform its respective obligations hereunder.

SEDC
Online Billing Payment and Processing (OBPPS)
SERVICES AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2019 (the "Agreement"), is by and between Southeastern Data Cooperative, Inc. ("SEDC"), a Georgia corporation operating as a cooperative, and Starkville Utilities ("Customer").

WHEREAS, SEDC, through its computer operations and facilities offers an Online Billing Payment and Processing Service ("OBPPS") which provides a Customer with electronic routing of remittance and bill presentment data and funds settlement; and

WHEREAS, Customer desires to utilize such services under the terms and conditions herein below set forth; and

WHEREAS, Customer desires to use SEDC as Customer's duly authorized MasterCard International, Inc. ("MasterCard") RPPS agent for receipt of payments through SEDC's OBPPS, and

WHEREAS, SEDC is willing to be Customer's duly authorized agent for such purposes pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of these mutual premises and benefits and for good and valuable consideration, the sufficiency of which is herein acknowledged, the parties hereto agree as follows:

1. Services Provided by SEDC

(a) Customer hereby appoints SEDC as Customer's duly authorized agent to provide Customer with (i) MasterCard RPPS and FiServ, remote banking payments services which electronically route remittance and bill presentment data to the Customer's system, provides funds settlement, and also creates a record of non-posted exception items that are returned to MasterCard/FiServ; (ii) control reports; and (iii) such other services as are set forth in the provisions of Schedule "A" **Time Schedules & Statement of Work**. Any revisions or updates to the Time Schedules & Statement of Work which may be desired by SEDC or Customer from time to time shall be incorporated into the Time Schedules & Statement of Work and shall become effective only after both parties have agreed on said changes and both parties have signed the revised Time Schedules & Statement of Work.

(b) In performing the services contemplated under this Agreement, the selection and use of facilities, equipment, machines and personnel required for such performance, and the custody and safekeeping of materials furnished to SEDC by Customer, SEDC or its agents shall exercise reasonable care and diligence, subject to the limitations set forth herein. Items shall be received and handled by SEDC or its agent subject to any applicable provisions of the Uniform Commercial Code and other statutes and regulations in effect in the state where the processing office is and subject to the rules, regulations, operating circulars and orders of federal and state authorities.

(c) SEDC agrees to accept all remittance payment data which may be provided during the term of this Agreement at a rate per item at the applicable service charge schedule rates. Such rate and all other charges for the handling of Customer's OBPPS transactions account shall be billed by SEDC to Customer in accordance with the billing information contained in the pricing & reports information which is attached hereto as Schedule "B" and incorporated herein by reference (the "**Pricing & Reports**") which may be modified from time to time by SEDC upon thirty (30) days' prior written notification to Customer.

2. Obligations of Customer; Transaction Procedures

(a) From time to time SEDC may provide operating procedures to Customer that govern the procedures and guidelines for OBPPS transactions ("Operating Procedures"). In the absence of such operating procedures, the provisions of this Agreement will govern such procedures. Customer agrees to follow all requirements of this Agreement or, as applicable, the Operating Procedures, in connection with transactions and to comply with any applicable specifications, procedures or guidelines of MasterCard/FiServ or its agents as SEDC may communicate them to Customer from time to time. Customer agrees to complete any applications, forms, or other documents reasonably required by SEDC and by MasterCard/FiServ for participation in the MasterCard RPPS/Checkfree program.

(b) Customer recognizes that in order for SEDC to provide the services to Customer under this Agreement, SEDC must obtain services from third parties related to the services provided by SEDC to Customer, and in doing so must comply with the procedures imposed on SEDC by such parties. Customer acknowledges and agrees that SEDC, as a result of revisions to such third party procedures, from time to time will be required to change those procedures applicable to Customer or to impose new procedures, including but not limited to procedures related to security, processing of transactions, and features and use of the services. In addition, SEDC may be required to modify, amend or terminate procedures, conditions, features or requirements regarding the services or the processing of transactions in order to comply with the requirements of applicable laws, regulations, or government policies. SEDC will endeavor to provide Customer with thirty (30) days' prior written notice of such changes in procedures, and those changes will be deemed incorporated into the Agreement at the end of such period. In the event such prior notice cannot be given, SEDC will endeavor to give Customer notice of such changes in procedures as soon as reasonably practicable after the making and implementation of such changes.

(c) Customer shall promptly notify SEDC in writing of any error or discrepancy in any transaction, including crediting/debiting of customer payments, upon receiving written or electronic documentation or statements evidencing such transactions. Customer agrees to provide SEDC with all information SEDC reasonably requests in connection with investigating any error or discrepancy.

(d) SEDC shall not be responsible for any delays in Customer's receipt of funds from transactions or errors in debit and credit entries caused by third parties, including but not limited to MasterCard/FiServ and Customer's financial institution. SEDC shall not be held responsible for errors, acts, or failures to act of third parties, including but not limited to financial institutions, communication carriers, Internet providers, or clearing houses through which transactions are originated, and no such third party shall be deemed an agent of SEDC.

(e) Customer agrees to reimburse SEDC for any fines and penalties imposed on SEDC by MasterCard/Fiserv or any other third party resulting from any fines, penalties and fees imposed by MasterCard/Fiserv or third party with respect to acts or omissions of Customer or any action or inaction by

Customer that causes SEDC to incur fines, penalties and fees pursuant to an agreement between SEDC and any third party related to the services provided to Customer under this Agreement. SEDC may debit the amount of any such fines, penalties and fees from any account maintained for Customer by SEDC

(f) Each party shall use commercially reasonable security procedures to ensure that all transactions are authorized and to protect its business records and data from improper access. Customer agrees to comply with any security-related procedures required by SEDC as such procedures may be revised from time to time.

3. **Completion Times.** SEDC will furnish the completed products as described in the Time Schedules & Statement of Work and provide any other products and computer services pursuant to the Pricing & Reports, subject to Section 11 hereof.

4. **Term and Termination.**

(a) The term of this Agreement shall commence on the later of (i) the date of installation on Customer's computer system of any software required for performance of the services under this Agreement or (ii) the date of this Agreement, and shall continue for a minimum term of twelve (12) months (the "**Minimum Term**"). The Minimum Term of this contract may be extended under the same terms and conditions contained herein, provided that:

- (i) Prices of all services, functions, licenses, agreements, and goods supplied and made available by SEDC shall be in accordance with SEDC's then current Pricing.
- (ii) Customer shall not have delivered to SEDC written notification of Customer's intention not to extend the term of this Agreement no less than ninety (90) days prior to the expiration of the Minimum Term or the then-current extension thereof.
- (iii) Each extension term shall be for twelve (12) months from the date of the expiration of the Minimum Term or the current extension term.
- (iv) If a security interest in its accounts receivable is granted by Customer or by any court of competent jurisdiction to any third party at any time while this Agreement is in effect, SEDC may terminate this Agreement effective five (5) days after written notice of termination is given to Customer.

(b) In the event MasterCard/FiServ or any successor in interest terminates its RPPS agreements with SEDC or ceases providing RPPS services to SEDC, SEDC may terminate this Agreement upon ten (10) days' prior written notice to Customer.

(c) If any of the following events shall occur (each an "Event of Default"):

- (i) A material adverse change in the business, financial condition, business procedures, products or services of Customer; or
- (ii) a sale of all or a substantial portion of Customer's assets; or

- (iii) Customer shall: commence a voluntary case under the Bankruptcy Code (Title 11 of the United States Code); file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or entry into an arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; generally become unable to pay its debts or trade obligations as they become due; make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or
- (iv) a case or other proceeding shall be commenced against Customer, in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, or the appointment of a trustee, receiver, custodian, liquidator or the like of Customer; or
- (v) Customer shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement;

then, upon the occurrence of any such Event of Default, this Agreement may be terminated by SEDC upon five (5) days' prior written notice to Customer, and upon such notice all amounts payable hereunder by Customer to SEDC shall be due and payable on demand.

(d) After termination or expiration of this Agreement for any reason whatsoever, Customer shall continue to bear total responsibility for all fees, credits and adjustments resulting from transactions processed pursuant to this Agreement and all other amounts then due or which thereafter may become due to SEDC under this Agreement.

5. Pricing/Invoicing.

- (a) The prices for products and services are set forth in the Pricing & Reports.
- (b) Any sales and use taxes, and any other similar taxes applicable to any production, sale, use, storage, delivery or transportation of products and services provided by SEDC shall be calculated by SEDC and included in Customer's monthly statement to be paid by Customer.
- (c) SEDC will send a statement of the compensation due it by the fifth day of each month, and Customer shall make payment within thirty (30) days after receipt of the statement.

6. Customer Data /Proprietary Rights.

(a) All data furnished to SEDC or its agent by Customer pursuant to this Agreement shall at all times remain the property of the Customer. SEDC shall not be responsible for loss or destruction of Customer's data or materials, unless due to the negligence or willful misconduct of SEDC. SEDC shall have the right to copy and retain all such data and materials for its files as it deems necessary for emergency backup and internal processing use.

(b) Customer shall use its best efforts to assure the accuracy and adequacy of all data and other items provided to SEDC, and for all results obtained therefrom. SEDC shall not be responsible for errors or omissions resulting from any inaccuracy or defect in any data or materials supplied by its agents or by third parties. Customer shall pay SEDC, at rates specified in the Pricing & Reports or at SEDC's then prevailing rates, if not specified in the Pricing & Reports, for any processing reruns or any other additional work performed by SEDC due to data or materials which are incorrect or incomplete.

(c) All information, programs, software, artwork, films, molds, plates, dyes, negatives, positives and all other items, machinery or materials furnished, developed or created by SEDC, its contractors, subcontractors or agents in providing the products and services hereunder and all operating manuals related thereto shall remain SEDC's exclusive property.

7. **Confidential Information.** SEDC agrees to deny unauthorized access to and take reasonable steps to protect the confidentiality of Customer's data and materials and any resultant output that is designated as confidential by Customer. Neither party shall be required to keep confidential any information or data, which is or becomes publicly available, is already known or is independently developed by such party outside the scope of this Agreement, or is rightfully obtained by third parties. Notwithstanding the foregoing, SEDC may provide such information as SEDC deems reasonably necessary to any third parties who may provide any of the products or services under this Agreement, provided such third party agrees to keep such confidential data and material confidential.

8. **Warranties.**

(a) SEDC shall use reasonable care in processing all data and materials submitted to it and in performing and providing the services set forth herein. Data and materials shall be processed in accordance with commercially reasonable data processing procedures. If computer services are interrupted or delayed for any reason, SEDC will resume the computer services as soon as reasonably practical.

(b) **THE FOREGOING COMPRISES CUSTOMER'S SOLE AND ENTIRE WARRANTY. THIS AGREEMENT IS A SERVICE AGREEMENT AND TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SEDC DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, MADE TO CUSTOMER OR ANY PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.**

(d) **CUSTOMER AGREES THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY EMPLOYEE OR REPRESENTATIVE OF SEDC SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.**

9. **Limitation of Liabilities.**

(a) SEDC undertakes to perform only such duties as are expressly set forth in this Agreement, and SEDC shall not be bound by any agreement or document between Customer and any other parties to which SEDC is not a signatory, whether or not SEDC has knowledge thereof. Notwithstanding any other

provision of this Agreement, it is agreed by the parties hereto that SEDC shall not be liable for any action taken by it or any of its directors, officers, agents or employees substantially in accordance with this Agreement, including, without limitation, any action so taken at the request of Customer, except for SEDC's or such person's own gross negligence or willful misconduct. Accordingly, SEDC shall not incur any such liability with respect to any action taken or omitted to be taken in reliance upon any documents, including any written notice or instructions provided for in this Agreement, not only as to its due execution and to the validity and effectiveness of its provision, but also as to the truth and accuracy of any information contained therein, which SEDC shall in good faith believe to be genuine, to have been signed or presented by the proper person or persons, and to conform with the provisions of this Agreement.

(b) IN NO EVENT SHALL SEDC BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR MARGINS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, EVEN IF SEDC HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. SEDC'S LIABILITY HEREUNDER TO CUSTOMER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO SEDC BY CUSTOMER FOR THE PRODUCT OR SERVICE FOUND OR ALLEGED TO HAVE CAUSED CUSTOMER'S LOSS, DAMAGE OR LIABILITY.

10. Indemnification. Customer agrees to indemnify, hold harmless and defend SEDC, its affiliates, and their respective members, directors, officers, employees, agents and consultants from and against any and all liability, claims, actions causes of action, losses damages, demands, suits, judgments, costs and expenses (including attorney's fees and expenses) of every nature and description, presented or brought for any injuries (including death) to persons and for any damages to property arising out of or relating to any of the services provided under this Agreement, any breach of any covenant or agreement or any misrepresentation by Customer under this Agreement, or arising out of any negligent or willful misconduct of Customer or its employees in connection with Customer's transactions with its customers or otherwise arising from Customer's provision of services to its customers, including, but not limited to, any and all costs, expenses, legal fees and liabilities incurred in connection with the investigation, defense or settlement thereof.

11. Force Majeure. Should the performance of any provision of this Agreement by either party be prevented or delayed by act of God, war, civil insurrection, fire, flood, storms, strikes, lockouts, total or partial failure of transportation, or delivery of facilities, interruption of power, or any law, regulation, or order of any federal, state, county, or municipal authority, or by any other cause beyond the reasonable control of such party, that party's performance shall be excused to the extent it is prevented or delayed. Each party will promptly give the other party notice of any event it claims to be an event of force majeure.

12. Equal Opportunity Clause. This Agreement hereby incorporates the equal opportunity clause, Section 60-1.4, and the affirmative action clause for handicapped workers, Section 60-741.4, pursuant to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, 38 U.S.C. 4212, and implementing regulations.

13. General Contract Provisions.

(a) Authority. Each party warrants and represents to the other that: (i) it has the power and authority to execute, deliver and perform this Agreement and (ii) the person executing this Agreement on behalf of it is an officer or authorized individual authorized to bind the party with respect to its obligations hereunder.

(b) Construction. This Agreement is an agreement between parties who are experienced in sophisticated and complex matters similar to the transactions contemplated by this Agreement, is entered into by both parties in reliance upon the economic and legal bargains contained herein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any portion thereof, the relative bargaining powers of the parties, or the domicile of any party.

(c) Publicity. Customer consents to the public use of its name as a customer of SEDC.

(d) Governing Law. This Agreement shall be governed by the laws of the State of Mississippi (and overriding federal law) (regardless of the laws that might be applicable under principles of conflict of laws) as to all matters pertaining hereto, including, but not limited to, matters of validity, construction, effect, performance, and arbitration.

(e) Waiver. No consent or waiver, express or implied, by either party to this Agreement to or of any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall, not constitute a waiver of the rights of such party hereunder.

(f) Captions. The captions used for the paragraphs in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement or any paragraph hereof.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this Agreement are hereby canceled.

(h) Schedules. Each and every Schedule attached hereto shall be incorporated into and made a part of this Agreement by reference.

(i) Amendments. This Agreement may be amended only by written agreement executed by all parties hereto.

(j) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

(k) Notice. Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, telecopied or delivered as follows:

If to SEDC:

SEDC
Attention: R.B. Sloan
100 Ashford Center North
Suite 500
Atlanta, Georgia 30338-4865
Telephone Number: (770) 414-8400
Fax Number: (770) 414-1122

If to Customer:

Telephone Number: _____
Fax Number: _____

or as to either party, at such address as shall be designated by such party in a written notice to the other party. All such notices and other communications shall be effective (i) if mailed, when received or three (3) days after mailing, whichever is earlier; (ii) if telecopied, when transmitted; or (iii) if hand delivered, when delivered.

(l) Effective Date. This Agreement shall become effective upon the parties signing and exchanging the signed copy in person, by mail when actually received sent to the addresses set forth in subparagraph (k) above, or by facsimile transmission to the telecopy numbers set forth in said subparagraph.

(m) Further Assurances. The parties covenant and agree to execute such additional commercially reasonable agreements as may be reasonably necessary to effect and further define the terms and conditions of the rights provided in this Section.

(n) Arbitration.

(i) Any and all claims and disputes between Customer and SEDC related to, arising out of, or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) shall be resolved by binding arbitration. Except as specifically modified herein, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as amended and supplemented from time to time, including those rules giving the arbitrators power to rule on their own jurisdiction and any objections to the existence, scope, or validity of the arbitration agreement itself. Any arbitration hearing conducted hereunder shall be held at the primary office of Southeastern Data.

- (ii) The party initiating arbitration shall nominate one (1) arbitrator at the same time it initiates arbitration. The other Party shall nominate one (1) arbitrator within fifteen (15) days after receiving the initiating Party's nomination. The two (2) arbitrators (the "Party-Appointed Arbitrators") shall appoint a third, neutral arbitrator (the "Third Arbitrator") who is experienced in matters involving rural electric cooperatives, with at least ten (10) years' experience in the electric cooperative industry as a practicing attorney. All arbitrators shall be impartial and independent of either Party and not employed by any of the Parties in any prior matter.
- (iii) If the Party-Appointed Arbitrators are unable to agree on the Third Arbitrator within fifteen (15) Days from the date of the second Party-Appointed Arbitrator's appointment, then the Third Arbitrator shall be selected by the AAA with due regard given to the selection criteria above and input from Customer, SEDC and the Party-Appointed Arbitrators. The Parties shall request the AAA to complete selection of the Third Arbitrator no later than sixty (60) Days from initiation of arbitration.
- (iv) Except to the extent inconsistent with or prohibited by applicable law, or to the extent necessary to confirm or enforce any award made by the arbitrators, the existence and outcome of any arbitration proceeding between Customer and SEDC shall be held in confidence by the parties. The parties further acknowledge their intent that documents produced by a Party in the course of the arbitration or provided by such Party to the arbitration panel shall be deemed confidential and that the receiving Party shall maintain the confidentiality of such documents. Accordingly, prior to the exchange of documents during the course of any arbitration proceeding, the parties shall enter into a mutually agreeable form of confidentiality agreement, or failing such agreement, the arbitrators shall enter an appropriate confidentiality order. The Parties agree that any claim or dispute regarding compliance with the foregoing obligation of confidentiality or any claimed breach of the confidentiality agreement or order, whether asserted before or after the conclusion of the arbitration, shall be submitted to the arbitration panel hearing (or that heard) the underlying dispute and that the arbitration panel may conduct an expedited hearing thereon. In any such proceeding, the arbitrators shall have the discretion in their sole judgment to award any relief, including equitable relief and damages, permitted by the AAA Rules for each violation of confidentiality as determined by the Panel.

(o) Assignment. This Agreement may not be assigned, in whole or in part, by Customer.

(p) Severability. If any one or more provisions in this Agreement shall be held to be invalid, illegal, void or unenforceable in any respect (i) such provision or provisions shall be given force to the fullest possible extent that they are valid, legal and enforceable, (ii) such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and (iii) to the extent that the intent,

rights, and obligations of the parties hereto shall not be materially altered, this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed under seal this Agreement the day and year first above written, by and through their duly authorized representatives.

SEDC

By: _____
Title: _____

Attest: _____
Title: _____

(Corporate Seal)

CUSTOMER:

By: _____
Title: _____

Attest: _____
Title: _____

(Corporate Seal)

SCHEDULE "A"

Time Schedules & Statement of Work

Time Schedules:

All Times are Eastern Time Zone

"Banking Day" shall be: 9AM, Mon. - Fri. 4PM, except Federal Reserve Holidays.

"SEDC Business Day" shall be: Mon. - Fri., except Banking and/or SEDC Holidays.

Work Process:

A SEDC customer will apply with SEDC's MasterCard Remote Payment and Presentment Service ("RPPS"). This application information is then listed in MasterCard's RPPS Biller Directory. At this point, Online Banking Services will pickup SEDC's customer information in the Biller Directory and instead of sending a check, electronic payment information is routed to MasterCard/FiServ in a RPPS prescribed format. MasterCard RPPS/FiServ then transmits on a daily basis a transaction file to SEDC containing payment and/or return information for all SEDC customers enrolled in the OBPPS service. During the time the payment information is routed to SEDC, MasterCard/FiServ is funding directly each customer's bank account with their respective amount from the data file.

Once SEDC receives the master data file, a program is run at SEDC which reads the file and populates an internal SEDC database with the transaction details. After the database is populated, SEDC runs another program that creates a separate data file for each customer containing that day's transactions. Once each file is created, it is transmitted to the respective customer and a posting program is run at the customer's site against the data file which then updates the customer's Accounts Receivable. A report is printed at this time indicating totals and details of exception (non-posted) items.

An exception item file is also created at the customer's site and transmitted back to SEDC. SEDC then updates its internal OBPPS database with these exception items and transmits the return processing file to MasterCard RPPS/Fiserv. Agreements SEDC has adopted with MasterCard RPPS/FiServ require that transactions that do not have a valid account number (customer separator), be returned to the Online Banking Site for additional payment instructions. MasterCard RPPS/FiServ then debits the utility for these items.

SCHEDULE "B"

Pricing & Reports

Pricing:

All incurred expenses shall be billed monthly.

- | | | |
|----|---|------------------------|
| 1. | Base Monthly Fee | \$25.00 per month |
| 2. | Payment Processing Fee ¹ | 0.10 cents per payment |
| 3. | Exception Items | \$ 0.20 per item |
| 4. | Research per hour labor rate | \$40.00/hr |
| 5. | Any necessary mail delivery charges will be the responsibility of the Customer. | |

The above prices may be changed by SEDC at any time by giving thirty (30) days' prior written notice to Customer.

Reports:*

1. "Remote Payment Processing – Automatically, locally generated, daily; Reflects current days billing file posting activity; includes both payment and exception items.

*Reports are provided except on Bank and/or SEDC Holidays.

SCHEDULE "C"

Holidays:*

- | | | | |
|----|-------------------------------------|-----|--------------------------------|
| 1. | New Years Day | 8. | Columbus Day ^B |
| 2. | Martin Luther King Day ^B | 9. | Veteran's Day ^B |
| 3. | President's Day ^B | 10. | Thanksgiving Day |
| 4. | Good Friday ^S | 11. | Friday following ThanksgivingS |
| 5. | Memorial Day | 12. | Christmas Eve ^S |
| 6. | Independence Day | 13. | Christmas Day |
| 7. | Labor Day | | |

^B Banking Holiday not currently taken by SEDC. Subject to change.

^S SEDC Holiday not currently taken by Banking System. Subject to change.

*Note: When a Holiday falls on a week-end, either the Friday before or the Monday after shall be designated as the Holiday.

[BILLER'S LETTERHEAD]

[INSERT DATE]

MasterCard Worldwide
2200 MasterCard Blvd.
O'Fallon, MO 63368

Attn:

Effective immediately, MasterCard is authorized by this letter to initiate ACH debit entries to be issued by the MasterCard Settlement Bank, currently JP Morgan Chase Bank, from time to time against the account noted below. We hereby confirm that all debits associated with such ACH debit entries will be honored and will be final when made, and no entry shall be reversed without written consent of both MasterCard and ourselves. Our signatures below represent that we are authorized to provide these instructions to you and you are authorized to rely on these instructions.

We understand that written notice of revocation of this authorization must be sent to MasterCard International.

ICA Number 4313

Routing & Transit Number _____

Account Number _____

Name of Financial Institution: _____

Address of Financial Institution: _____

Sincerely,

Biller's Name _____

Biller's Address _____

Biller's Phone Number _____

Biller's Signature _____

Letterhead of Biller's Company

Attn:

MasterCard International Incorporated
2000 Purchase Street
Purchase, NY 10577

Participating Member of MasterCard RPPS acting as a third party processor:

SEDC

The undersigned is a biller, merchant or obligee customer of a Participating Member of MasterCard RPPS, the remote payment and presentment service of MasterCard International Incorporated ("MasterCard"). In exchange for Participating Member agreeing to provide the undersigned access to and use of MasterCard RPPS, the undersigned agrees (i) to defend, protect, indemnify and hold harmless MasterCard from and against any claims, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising from the undersigned's erroneous or faulty data or instructions or from any action or inaction by the undersigned which results in a breach of the Participating Member's RPPS agreement with MasterCard, and (ii) that MasterCard shall have no liability to the undersigned for MasterCard RPPS, and that the undersigned's sole and exclusive claim based on MasterCard RPPS shall be against the Participating Member.

[insert name of biller or obligee customer of Participating Member of MasterCard RPPS]

By: _____
Title: _____
Date: _____

26. REQUEST AUTHORIZATION TO ADD THE SEDC ONLINE BILLING PAYMENT AND PROCESSING (OBPPS) SERVICE TO OUR CURRENT SEDC SERVICE AGREEMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Little, and adopted by the Board to approve the July 2, 2019 Official Agenda, and to accept items for consent, whereby the “approval to add the SEDC Online Billing Payment and Processing (OBPPS) service to our current SEDC Service Agreement” is enumerated, this consent item is thereby approved. Agreement proceeds this page

27. CONSIDERATION OF THE MINUTES OF THE JUNE 20, 2019 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Alderman Little, duly seconded by Alderman Beatty, offered a motion to approve the minutes of the June 20, 2019 special call meeting of the Mayor and The Board of Aldermen. The Board voted as follows:

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

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill invited everyone to the July 4 Celebration from 5 to 9 p.m. at the Sportsplex.

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn noted a program he recently attended at the MML Conference, “Reinventing Your Leadership” and asked that the Mayor check into getting the presenter to make the same presentation to the Starkville Department Directors and the Elected Officials.

28. DISCUSSION AND CONSIDERATION OF AMENDING THE PROPOSED ANNEXATION ORDINANCE.

Mike Slaughter of Slaughter and Associates presented an updated study of a proposed annexation. Following questions and discussion among Board members, Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to amend the proposed Ordinance as presented by Mike Slaughter and to call for a Public Hearing on the amended Ordinance and map to be held August 6, 2019.

The Board voted as follows:

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

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

PUBLIC HEARING:

29. PUBLIC HEARING AND CONSIDERATION OF CU 19-06 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A MOBILE HOME TO BE PLACED AT 1560 LOUISVILLE STREET IN A R-5 ZONE WITH THE PARCEL NUMBER 105-16-009.00. (TABLED FROM JUNE 4)

Dr. Kim presented the request. The applicant is seeking a Conditional Use to place a mobile home on the subject property. The property is zoned R-5 and in order to place a “mobile home”, a Conditional Use is required per the City of Starkville’s Permitted and Conditional Use Chart. This property is located on 16th Section land owned by Starkville Oktibbeha School District.

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

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

Alderman Sistrunk, duly seconded by Alderman Vaughn, offered a motion to approve Conditional Use 19-06 to allow for a mobile home to be placed at 1560 Louisville Street in a R-5 zone with the parcel number 105-16-009.00 with two conditions. The Board voted as follows:

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

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

Conditions:

1. The applicant shall have six months from time of Conditional Use approval to begin the permitting process with the City.
2. The mobile home shall be place at least 50’ away from the existing structure on the site and within the required setbacks for an R-5 zoning district.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked the police to look at speeding on Hwy 12 at night. He also asked that the City look at a limb hanging low over a sidewalk on Wood Street behind Vowells.

Carl Ivy, Village Cycle Center, asked the Mayor to explain the Board's vote on Annexation. He also noted that Clayton Village got a wastewater system a little over a year ago.

John Tolliver, 26 Choctaw Lane, spoke to his sewer problems incurred in the Fall of 2018.

James Chamberlain, spoke generally in favor of annexation. He noted he would like to gain representation in Starkville and would one day consider serving on a committee or the Board.

Larry Graves, 484 Cambridge Drive, has seen good and bad annexations in his life. He asked that the City look at other cities and examples and to learn from mistakes made in past.

Others speaking against the proposed annexation: Bill Chapman, David Oswalt, Jim Crissman, Sally Loughlin, Dwight Prisock, Jeff Foster, Carl Zitta, and William Wells.

PUBLIC APPEARANCE:

AAU TRACK AND FIELD ORGANIZATION – FELECIA ASHFORD

Ms Ashford distributed numbers which showed annual expenditures of the Mississippi Goal Chasers to be \$11,551.41. She asked that the City consider assisting with these costs in the upcoming budget.

PUBLIC HEARING:

SECOND 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 and called for public comments.

Those speaking against the proposed annexation: Dwight Prisock, Bill Chapman, Tim Allison, Jim Crissman, Robbie Schultz, Jeff Foster, Richard Walker, Karen Crissman, Tim Ellison and Thomas Hannigan.

Jim Herring, Attorney from Canton, who was sitting in and listening to the discussion at the request of the citizens who may be annexed, appreciated the Board holding multiple public hearings and listening to citizen concerns.

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

30. CONSIDERATION OF A FIRE PROTECTION AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve a Fire Protection Agreement between the City of Starkville and Mississippi State University. The Board voted as follows:

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

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

STARKVILLE-UNIVERSITY FIRE PROTECTION AGREEMENT

This Agreement is made and entered into by and between the City of Starkville, Mississippi (the "City"), and Mississippi State University (the "University").

WHEREAS, since 1972, and pursuant to Miss. Code Ann. §§ 21-25-21 and 21-25-23, the City and the University have contracted through an Agreement, and six subsequent Amendments, for the Starkville Fire Department ("SFD") to provide fire protection services for the University's Oktibbeha County campus lying outside the city limits but within a designated fire district (the "University Fire District");

WHEREAS, the University Fire District is shown and depicted in the map attached and incorporated as Exhibit "A;"

WHEREAS, through this arrangement, the City and the University have determined that sharing fire protection services costs less for the University and the City than it would to create and maintain two separate fire departments;

WHEREAS, through the efficiency of sharing a single fire department, the City and the University also assure consistent and professional fire protection for both the City and the University, and assure a better staffed, trained, and equipped fire department than either would be able to maintain separately for similar expenditures;

WHEREAS, both the City and University have experienced substantial growth, which has been reflected in the annual fee for fire protection services to the University Fire District in the original Agreement, and six subsequent Amendments, as follows:

Duration	Annual Fee ¹
1972 - 1983	\$30,000
1984 - 1992	\$74,810
1993 - 1998	\$89,810 - \$99,810
1999 - 2004	\$102,300 - \$112,300
2005 - 2010	\$114,800 - \$199,697
2011 - 2015	\$207,684 - \$242,961
2016 - 2020	\$252,679 - \$295,597

WHEREAS, the City and the University are hopeful that through continued cooperation and collaboration they may be able to improve their Mississippi State Rating Bureau ("MSRB") fire ratings; and

WHEREAS, the City and the University wish to continue their fire protection relationship under a new contractual form, which shall supersede and control over any prior Agreement(s) and/or Amendments.

Therefore, the City and the University agree as follows:

1. Term

The term of this Agreement shall be for ten (10) years commencing on January 1, 2020, and ending on December 31, 2029.

2. Payment

To defray actual costs of the City providing fire protection services to the University, the University shall pay to the City an annual fire protection fee. This fee may be paid in lump sum at the beginning of each year or in four equal quarterly installments to be paid on the first business day of each quarter. The annual fire protection fee shall be as follows for the first four years of this agreement:

YEAR	PAYMENT
2020	\$400,000.00
2021	\$500,000.00
2022	\$600,000.00
2023	\$650,000.00

In years 2024 - 2029 of this Agreement, the annual fire protection fee shall be adjusted by an amount determined by multiplying the previous year's annual fire protection fee by the most recent annual Consumer Price Index published by the United States Bureau of Labor Statistics ("CPI Annual Adjustment"). For example, the fire protection fee for the year 2024 would be determined by multiplying the \$650,000.00 fee for year 2023 by the annual CPI, and adding the result to the 2023 fee. Should the annual CPI rate drop from the previous year, the previous year's fee shall apply. The CPI Annual Adjustment rate structure may be renegotiated by mutual consent of the parties in the event the University requests additional fire protection services from the City, additional fire protection services are required by applicable law, regulations, or ratings services, the University Fire District expands, or some other extraordinary circumstance currently unforeseen to the parties. It is the intent of the parties that the annual fire protection fee shall never be more than the actual cost incurred by the City in providing fire protection service to the University under this Agreement.

3. Property Rights in Existing Equipment.

Under the original Agreement and subsequent Amendments, and as part of the consideration paid by the University to the City for fire protection services, the University has provided the City with one or more 1,000 gallon per minute pumper unit(s), adequately equipped with short roof extension ladders, together with an extension ladder of not less than 50 feet in length. Any such units shall remain under the sole ownership and possession of the City. However, the fee schedule listed in the preceding paragraph eliminates any obligation of the University to purchase or maintain additional pumper units and/or associated equipment for the City. The parties agree that during the life of this Agreement the City shall bear all responsibility for maintaining, repairing, insuring, and operating the equipment.

4. Starkville/University Fire Committee

¹ These fees were discounted based on the University's obligation to purchase the City, from time to time, 1,000 gallon-per-minute pumper trucks, equipped with short roof extension ladders, and an extension ladder of not less than 50 feet, and to maintain and replace them, as needed, in the determination of the City, and the past use of volunteer firefighters by the City.

Within one month of the execution date of this Agreement, the University and the City each shall appoint three members to a six-member Fire Protection Committee. The City's committee members shall consist of the Fire Chief, Battalion Chief and Fire Marshal. The Committee shall select a chair each year, with the chair alternating between a representative of the City and a representative of the University. The Fire Protection Committee shall meet as needed. The need for a meeting of the Committee can be determined by either party to the Agreement, and a meeting of the Committee can be set by either party of the Agreement. The purpose of the Committee shall be to consider ways by which the City and University can maintain and improve efficiency, safety, and fire protection rating. Issues to be considered by the Fire Committee shall include but not be limited to the following:

- Reduction of load or demand upon the SFD by considering differentiated responses, modification of alarm systems, decreasing non-emergency alarms, or expanding University staffing for such purposes as elevator support or maintenance, sensory or alarm support or maintenance, etc.
- Examination of the method by which fire protection is provided by the City to the University, and its impact on the City's fire rating.
- In-kind support by the University in areas that may include training, staffing, volunteer assistance, and housing of equipment and/or personnel.
- Examination and elimination of redundant services to reduce costs to the City or the University.
- Developing short and intermediate term plans for consideration by the City and University to improve water systems, fire protection, and fire rating.
- Monitoring progress on any such plans and coordinating City and University efforts to seek re-grading by the MSRB.
- Alternative staffing plans for meeting fire protection needs.

The final decision on any of these matters shall rest with the Fire Chief.

5. Training

The City agrees to continue implementation of its Pre-fire Planning Program for buildings on the University's campus. Under this Program, the Fire Department shall pre-plan its ability to fight fires in each building located at the University, and shall update the plan periodically, as may be required.

With regard to any new construction and/or renovation at the University, the University will notify the City of the need to update the Pre-fire Planning Program for those buildings. Upon receipt of this notice from the University, the City will update its Program as soon as possible.

During the term of the Agreement, the City agrees to provide the training for fire department personnel and staffing necessary for the City and University to maintain service consistent with their present MSRB fire protection ratings.

6. Inspections and other Fire Safety Measures

The University agrees to establish policies and require compliance with any applicable federal or state building, gas, electric, and fire protection codes. The University agrees to train, develop and staff, at the University's expense and in cooperation with the City, a comprehensive safety inspection and education program involving facilities management, student housing, campus police and associated student government (including inspection, fire drills, etc.), through the term of this Agreement. Among other things, the University will have available on-call personnel to check trouble in alarm systems for University-owned buildings. Personnel will also be available after hours, on weekends and on holidays, if needed.

The University will install individual key security boxes at each newly constructed, University-owned building. The University and the City will continue to cooperate in installing security boxes at other buildings as deemed necessary and appropriate by the University and the City. The University agrees to provide sufficient police to manage traffic to all fires or emergencies that may occur in the University fire district.

7. Fire Protection and Other Emergency Response Services

Except as otherwise provided herein, the City agrees to furnish fire protection and other emergency response services to the University Fire District to the same extent that it now furnishes fire protection within the City limits and at the level of service furnished by the City when it received its last MSRB rating. These services include, but are not limited to, the following:

- Response for medical emergency.
- Response by Tri-County Hazardous Response Team to a chemical spill.
- Rescue/recovery operations including SCBA, SCUBA, and high rise rope operations.
- CPR/First Aid training for a class of 15 to 20 employees conducted on campus once each month.
- Annual fire protection inspection and report of all facilities.
- Annual training program and drill for faculty and staff to instruct fire and life safety issues.
- Bi-annual training program and drill for students and occupants of residence halls, fraternities, and sororities.
- Upon request, review planning documents and inspect construction for federal and state fire protection code compliance of all new construction and renovation projects for the University.
- Develop and conduct annually two training sessions for University technical personnel on fire and life safety.

- Furnish a truck and crew to stand by at all special functions at the University that involve any fire hazard materials (e.g., bonfires, fireworks displays, etc.).

It is understood and agreed between the parties that all service rendered by the City under this Agreement shall be on a best effort basis. The City shall not be responsible to the University for any loss which may be occasioned by fire. Nothing herein shall create any legal or financial responsibility on the part of the City incident to the City rendering fire protection or other service within the University area. The City shall be entitled to, and shall operate with, the same immunities, rights and privileges afforded all legally constituted fire districts under the laws of the State of Mississippi and/or the Mississippi Tort Claims Act.

8. University Water System.

The University shall retain full responsibility for maintenance and/or replacement of all fire extinguishers, water mains, fire hydrants, and elevated tanks on the campus of the University that are not a part of the City's water system. The University shall also maintain the University's water system in a manner consistent with established standards, install new water lines necessitated by any University expansion, and shall provide the City with a current map showing the location of all hydrants, valves, and water mains. The University will also annually inspect and maintain the fire hydrants that are connected to the University's water system and lie within any fire protection district that has been created by the City and the University.

9. Routine Elevator Extractions.

The parties agree that the University shall be responsible for routine, non-emergency elevator extractions and/or repairs. The parties acknowledge and agree, however, that the University cannot control whether individuals call 911 in response to a malfunctioning elevator, and any such call will not be considered a breach of this Agreement.

10. Termination

The City may terminate this agreement within one year in the event the City's participation in fire protection service to the University should adversely affect the fire insurance classifications of the City or if the University shall fail to pay the annual fire protection service fee. In addition, either party shall have the right to terminate this Agreement by giving one year's notice in writing to the other party. Pursuant to such notice, all rights and obligations under this Agreement shall cease twelve (12) months from the date of receipt of a notice of termination.

11. Approval

This Agreement is executed by Mayor D. Lynn Spruill, on behalf of the City of Starkville, Mississippi, following approval of this Agreement by the Starkville Board of Aldermen during its regular meeting on _____. This Agreement is executed by President Dr. Mark Keenum, on behalf of Mississippi State University, following approval of this Agreement by the Board of Trustees of the Institutions of Higher Learning of the State of Mississippi during its regular meeting on _____.

12. Complete Agreement and Modification

This Agreement contains the complete agreement of the Parties and no oral representations have been made outside of this Agreement. This Agreement can only be modified by the Parties in writing after obtaining the approvals described in the preceding paragraph.

SO AGREED, this the ____ day of _____, 2019.

D. Lynn Spruill
Mayor, City of Starkville, MS

Dr. Mark Keenum
President, Mississippi State University

32. CONSIDERATION OF A 2019 USDOT BUILD DISCRETIONARY GRANT PROGRAM APPLICATION RESOLUTION FOR THE MS 182 / MLK CORRIDOR REVITALIZATION PROJECT.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to approve a 2019 USDOT BUILD Discretionary Grant Program Application Resolution for the MS 182 / MLK Corridor Revitalization Project. The Board voted as follows:

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

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

**CITY OF STARKVILLE
2019 USDOT BUILD Discretionary Grant Program
GRANT APPLICATION RESOLUTION
MS 182/ MLK Corridor Revitalization Project**

WHEREAS, the City of Starkville desires to improve safety and efficiency of the existing right-of-way of MS Highway 182 by adding sidewalks, crosswalks, bicycle lanes, pedestrian lighting, utility relocation, and storm water management along a 1.4-mile segment of the corridor, between N Long Street and Old West Point Road. This proposed complete streets intervention will revitalize blighted areas and improve safety, circulation, economic vitality, and the environmental impact of the right-of-way within the economic corridor of MS Highway 182.

WHEREAS, the City of Starkville is eligible to apply to the United States Department of Transportation (USDOT) for Better Utilizing Investments to Leverage Development (BUILD) grant funding.

WHEREAS, engineers have estimated a total project cost of \$18,319,800; and

BE IT THEREFORE RESOLVED, that the City of Starkville authorizes the Mayor to submit an application, including all the understandings and assurances contained therein, to the United States Department of Transportation (USDOT) for Better Utilizing Investments to Leverage Development (BUILD) grant funding not to exceed \$14,655,840 and is committed to provide 20% match, or \$3,663,960, in local matching funds to complete the project.

BE IT FURTHER RESOLVED, if said application is approved, the Mayor is hereby authorized to accept on behalf of the City of Starkville said Better Utilizing Investments to Leverage Development (BUILD) grant, execute any and all documents and enter into agreements necessary for the successful application and award of the grant and to enter into a contract with the selected firm of FARMER | MORGAN to undertake the Architecture & Engineering, and Construction, Engineering and Inspection (CEI) services subject to City of Starkville & USDOT approvals.

BE IT EVEN FURTHER RESOLVED, that after the solicitation of engineering services and the evaluation of the Statements of Qualifications, the City selects FARMER MORGAN, LLC as the engineer for the 2019 BUILD City of Starkville MS 182/ MLK Corridor Revitalization Project grant writing, Architecture & Engineering and CEI Services.

ATTEST:

Lesia Hardin, City Clerk

D. Lynn Spruill, Mayor
City of Starkville

33. CONSIDERATION OF TWO CANDIDATES, MR. FRANK CHILES AND MR. RODNEY LINCOLN, TO FILL A VACANCY FOR THE GOLDEN TRIANGLE REGIONAL AIRPORT AUTHORITY FOR A TERM OF FIVE YEARS BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2024 WITH INTERVIEWS TO BE HELD.

Following presentations by Frank Chiles and Rodney Lincoln, Alderman Sistrunk offered a motion to re-appoint Frank Chiles to the Golden Triangle Regional Airport Authority for a term of five years beginning July 1, 2019 and ending June 30, 2024. Alderman Beatty seconded the motion and the Board voted as follows:

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

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

34. CONSIDERATION OF A VACANCY FOR THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES FOR A TERM ENDING MARCH 2020 WITH INTERVIEWS OF THE THREE APPLICANTS TO BE HELD AT THE NEXT SCHEDULED BOARD MEETING ON JULY 16, 2019 AT 5:30 P.M.

Alderman Walker, duly seconded by Alderman Little, offered a motion to consider a vacancy for the Starkville Oktibbeha Consolidated School District Board of Trustees for a term ending March 2020, with interviews to be held at the next scheduled board meeting on July 16, 2019 at 5:30 p.m. The Board voted as follows:

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

35. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE SPECIAL EVENT BUD AND BURGERS ON JULY 26, 2019.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to approve a Special Event request by the Greater Starkville Development Partnership to hold the special event Bud and Burgers on July 26, 2019 with in kind services. The Board voted as follows:

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

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

36. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HOLD THE SPECIAL EVENT UNWINE DOWNTOWN ON JULY 25, 2019.

Alderman Little, duly seconded by Alderman Beatty, offered a motion to approve a Special Event request by the Greater Starkville Development Partnership to hold the special event Unwine Downtown on July 25, 2019. The Board voted as follows:

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

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

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of June 25, 2019 for fiscal year ending 9/30/19, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 274,035.11
Restricted Police Fund	003	1,881.75
Airport Fund	015	49,722.10
Sanitation	022	64,216.32
Computer Assessments	107	8,089.69
Industrial Park Bond	303	50,302.40
Park and Rec, Tourism	375	76,311.25
Trust & Agency	610	32,483.20
Economic Dev, Tourism, Conv	630	96,978.87
Sub Total Before Utilities		\$ 654,020.69
Utilities Dept.	SED	635,690.07
Total Claims	Total	\$ 1,289,710.76

38. UPDATE OF PAFFORD EMS AND THE EMS DISTRICT.

Presenting an annual update of Pafford EMS services within the Starkville EMS district were the Operation Director Freddie Parker, Operations Manager Tony Fabela and Operations Supervisor Blake Burnett. The gentlemen presented a power point presentation to the Board. Fire Chief Yarbrough expressed satisfaction with Pafford Services. They have cut back to two ambulances from three due to lack of call volume, but are maintaining the requested response times.

39. CONSIDERATION OF THE APPROVAL OF A PARK REVENUE AND DISCOUNT POLICY.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to approve the Park Revenue and Discount Policy as presented by Park Director Gerry Logan. The Board voted as follows:

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

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



Starkville Parks and Recreation Department
Revenue and Discount Policy
Adopted July 2, 2019

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SECTION 1

I. DEPARTMENT OVERVIEW

The City of Starkville Parks and Recreation Department offers diversified leisure services to its residents. Historically, these services have been financed by appropriating tax dollars from the City's general fund and from general obligation bonds.

Starkville's growing population has increased demand for new, expanded and even more diversified facilities and services. Costs for land and capital projects have also increased, as have operational expenses. These trends coupled with increased competition for City tax dollars by other departments has resulted in a greater emphasis on generating non-tax revenues. These alternative sources of revenue are becoming more critical for the operation of parks and facilities.

The primary alternative source of funds is fees and charges for services provided by the department. Other alternative funding sources are described in Section 6 – Other Revenue Sources of this policy.

II. PARKS AND RECREATION DEPARTMENT MISSION

The City of Starkville Parks and Recreation Department strives to enhance the quality of life for the citizens of Starkville by providing professionally designed broad recreation and leisure programs and services.

III. BENEFITS PHILOSOPHY

Funding to achieve the Department mission is allocated in the City of Starkville General Fund budget in recognition of the variety of benefits parks and recreation provides to individuals, the community, the environment and the local economy.

- Starkville residents benefit when participating in leisure opportunities. Parks and Recreation provides opportunities for living, learning and leading a full and productive life as well as avenues for purpose, pleasure, health and well-being. Examples of these benefits include personal development and growth, improving physical and mental health, developing creativity and adaptability, and improved quality of life.
- Parks and Recreation provides Community benefits by creating opportunities to live and interact with families, work groups, neighbors and communities. Examples of these benefits include providing youth positive alternatives for their leisure time; promoting ethnic and cultural understanding and harmony; supporting youth, elderly and disabled populations; and developing strong, vital and involved neighborhoods.

- This also benefits citizens by Parks and Recreation providing and preserving parks and open spaces, enhancing the desirability of an area. Examples of these benefits include preservation of open space, improved air quality, safeguarding plant and animal life, and providing accessible places to enjoy nature.
- Finally, there are many Economic benefits derived from having adequate parks and recreation programs and facilities. Examples include increased property values, enhanced community desirability for corporate movement or relocation to the City, catalyst for tourism, attractiveness for special events or other revenue generators, and a more productive workforce with reduced health care costs. Link to a relevant study regarding the economic impact of local parks - <https://www.nrpa.org/publications-research/research-papers/the-economic-impact-of-local-parks/>.

IV. POLICY GUIDING PRINCIPLES

This pricing policy is based on fundamental principles that have guided its development:

- Present day economic reality and limited funding make it necessary to recover at least a portion of the costs incurred in the provision of parks and recreation services.
- Development of a policy is a necessary step in creating a comprehensive fee structure for services provided. The policy must be clear, equitable and understandable so that department staff can explain it, and customers may make informed choices.
- While all Starkville residents pay various taxes to support the General Fund, individual taxpayers may benefit in varying degrees from the services provided. As service benefits become more individualized, it is appropriate to assign higher levels of cost recovery to those who benefit from the service.
- Provision of service to Starkville residents is the Department's primary focus. However, it is recognized that use of services by those residing outside the corporate City limits is extensive. Based on numbers compiled by the Starkville Parks and Recreation Department, approximately 35% of the participation in sports programs over the last five years are individuals who do not reside within the Starkville city limits. These individuals do not pay the same level of taxes as City residents and thus are consuming services that are supported financially by residents. Fees and charges for non-City residents may be higher than City residents, thereby reducing or eliminating support City residents provide to offer the service.
- Patrons who utilize public recreation facilities for commercial gain will incur fees and charges higher than non-commercial users. This pricing practice assigns the cost of services to those who benefit from the use of City facilities and eliminates taxpayer support. These charges may be comparable to the prevailing private/commercial market rate in order to promote private sector facility use.
- The City recognizes that fees and charges may place a financial burden on economically disadvantaged individuals and families. To ensure the pricing policy is fair and equitable, a Discount Program is a necessary policy element to ensure all City of Starkville residents have the opportunity to participate in a broad range of programs and services, regardless of ability to pay. This program recognizes that everyone should pay an equitable level for participation.

- This policy recognizes there are other intangible benefits from the use of a fair and equitable system of fees and charges. Examples are:

- a. Paying even a modest fee appears to give the patron a “pride-of-ownership” feeling and a greater sense of appreciation for and commitment to the service or activity.

- b. Fees and charges tend to reduce the frequency of vandalism and promote a sense of ownership.

- c. Charging an admission or service fee may have the effect of controlling use.

SECTION 2

POLICY DEFINITIONS

The following definitions are provided to clarify the meaning of terms used within this policy document:

I. TYPES OF FEES AND CHARGES:

Admission Fees: Fees to enter a building or enclosed structure or facility, as in a fee to enter the gymnasium or a swimming pool.

Differential Fees: Those additional fees charged to non-City residents for the use of Department facilities and programs. These fees vary depending upon the program or service.

Formula-based Fees: Fees established using a predetermined formula approved by the Mayor and Board of Aldermen. Cost factors used in the formula may include program staffing, administration, registration, supply and facility costs. Examples include leisure classes, camps, adult sports leagues and special program fees.

License and Permit Fees: Fees to obtain written consent to perform some lawful action, typically after permission has been granted by the Department. Examples include payment to obtain a vendor permit.

Nominal Fees: A minimal fee intended to recover a portion of the costs associated with a basic service, as in a field light fee for youth athletic leagues.

Non-Profit Organization Fees: Fees available only to non-profit organizations with Internal Revenue Service 501(C)(3) tax-exempt status.

Pass Fees: Charges that entitle individuals to multiple uses of a facility for a predetermined number or duration. Examples include an annual swimming pool pass.

Rental Fees: Payments made for the privilege of exclusive use of meeting rooms, pavilions or other park property that is eligible to be reserved.

Special Service Fees: Fees for supplying extraordinary articles, commodities, activities or services that may not be considered standard or routine functions of the Department, such as private lessons.

User Fees: Fees for use of a facility amenity or participation in a program or activity.

II. TYPES OF REVENUE

Alternative Revenues: Revenue sources other than operating revenues. These revenues may include but are not limited to gifts, sponsorships, donations and grants.

Contractual Revenues: Revenue from vending contracts, use and management agreements.

Operating Revenues: Revenue derived from Department operations.

III. DEFINITION OF COST CLASSIFICATIONS

Direct Costs: Those costs that can be directly and exclusively attributed or assigned to a specific service.

Full Costs: Both the direct costs and a pro-rata share of the indirect costs that can be attributed to a specific service.

Indirect Costs: Those costs that can be attributed to more than one (1) program or service and are not generally a part of the user's direct experience. These costs may be somewhat constant or "fixed" regardless of the level of program participation or facility usage. Examples would include program administration and supervisory staff salaries, departmental administrative staff salaries and costs for a facility or vehicle used for different programs.

IV. OTHER DEFINITIONS

Cost Recovery: To recover the cost of providing a particular service through fees, charges or some other funding source other than the general fund. The level of cost recovery will vary depending upon the program or service.

Department Co-Sponsored: Services that are organized, promoted, and conducted in part by Department staff and in part by an outside agency, organization or individual(s) and are the negotiated responsibility of both parties as defined by a contract or letter of agreement.

Department Sponsored: Services that are organized, promoted, and conducted by the City of Starkville Parks and Recreation Department.

Department Facilitated: Services that are organized, promoted, and conducted by an outside agency, organization, or individual(s) with limited assistance from Department staff. These services are the responsibility of the outside group. Department involvement includes permission to use a Department facility or promotional assistance. Normally a contract or rental agreement defines these levels of service.

Director: The Executive Director of Parks and Recreation or his designee.

Service: Any program, class, event, activity, sales or rental opportunity provided by the Department.

SECTION 3

PRICING POLICY GUIDELINES

I. DECISION TREE PRICING MODEL AND COST RECOVERY

Who benefits from a departmental service is the cornerstone for determining pricing. As services become more individualized, higher levels of cost recovery are assigned to the individual, community or group who benefits from a service. A Decision Tree Pricing Model has been selected to graphically depict this concept. The model, illustrated below, involves assigning services to varying levels based on the benefits each provides to the individual, community or group. As the level of benefit to the individual increases, so does the level of cost recovery for that service.

Four service levels have been defined, with each representing a higher level of individual benefit. Following the illustration, each service level is described along with its associated cost recovery policy. Examples of programs assigned to each service level are provided as a reference.

Parks and Recreation Pricing Policy Decision Matrix

	Service Level 1	Service Level 2	Service Level 3	Service Level 4
Who Benefits	Entire Community	Primarily the Community but also the individual	Primarily the Individual but also the Community	The Individual Only
Type of Service	Public	Public/Private	Public/Private	Private
Appropriate funding/pricing method	Tax Supported	Partially Tax and Fee Supported	Fee Supported	Market Based Fee Supported
Cost Recovered	None	A % of direct operating Costs	The majority of direct costs and potentially some indirect costs	All costs recovered at market rate

Service Level 1 - Basic Services, Parks and Facilities

Services include operation and maintenance of parks, open space, trails, greenways, playgrounds, non-reservation amenities and overall department administrative activities. These services primarily serve individuals and small groups through non-reserved, or non-consumptive recreation activities. They typically are not offered by the private sector. These services are typically offered without a charge for use, or a very minimal fee may be charged. In cases when a fee is charged, the goal is not to recover a significant portion of direct operating cost, but to minimally control access for facilities that have a limited capacity.

No cost recovery goal is associated with these functions. These services are provided to the community with funds derived from general fund tax dollars.

These activities include but are not limited to:

- Parks maintenance
- Playgrounds
- Unsupervised outdoor play courts (basketball, tennis)
- Picnic areas (unreserved)
- Off leash dog areas
- Bike/Walking paths
- Overall departmental administrative activities
- Swimming pool entry
- Gym entry

Service Level 2 - Community/Individual Benefit

Services include basic recreation programs, activities and events which utilize parks, recreation facilities and other Department spaces, providing benefits to the entire community or a large group, as well as the individuals served. They are available to all, however, space, time, consumptive use, cost of supplies and other factors may limit or preclude participation. Due to these limitations and especially to “cost of supply” circumstances, these services have been designed to recover a portion of direct and indirect costs. On occasion the private sector, in particular non-profits, may offer some of these services.

Community/Individual Benefit programs and facility uses are expected to recover a percentage of direct costs from user fees, sponsorships and grants. The recovery percentage goal (or city subsidy) varies by program but is typically around 50%. Supplemental funding is provided from general fund tax dollars.

These activities include but are not limited to:

- Basic senior recreation programs
- Basic youth recreation programs

Service Level 3 - Individual Benefit

These services are defined as those activities/processes for which benefits accrue almost entirely to the individual, group or organizational participant/consumer. They may be available to the entire City population or beyond, but substantial limitations on space, time, consumptive use and cost have the effect of restricting use. The private sector may supply these services or they may be provided through public/private partnerships. Due to “cost of supply” factors, these services may be required to recover the full cost of service. Fees are often established based on the appropriate local market demand.

Individual Benefit programs and facility uses are expected to recover up to 75% of direct costs. Limited supplemental funding is provided from general fund tax dollars.

These activities include but are not limited to:

- Reserved park and facility spaces (e.g. ballfields, meeting rooms, gymnasiums)
- Leisure classes and higher level instructional activities
- Adult sports leagues

Service Level 4 - Highly Individual and Enterprise

These services are defined as those activities/processes for which benefits accrue entirely to the individual, group or organizational participant/consumer, including private commercial uses. Fees are based on the full cost of service and in consideration of local market demand.

Fees and charges for these services are expected to recover the full cost of operations. Enterprise services are also expected to recover capital improvement, depreciation, debt service costs and may make a profit.

Examples include but are not limited to:

- Commercial use of rentable spaces or facilities
- Concessions activities
- Advanced level leisure class workshops

SECTION 4

PRICING ADJUSTMENTS

The following adjustments may be considered when determining fees and charges for services.

I. SPECIAL GROUPS:

Non-City Residents: Because many non-City of Starkville residents use department facilities and services and do not pay the same taxes as City residents, differential non-City resident rates may be utilized. In general, fees and charges for non-City residents shall recover up to 100% of a service's direct cost and an additional 50% for that service's indirect costs. Proof of residency and age may be required at the time of registration.

Senior Citizens: Due to the fixed income of many residents sixty-two (62) years of age and over, the department may establish senior adult fees. When offered, discounts will typically be 25% off the adult rate. **Youth:** Reduced fees may be established for youth seventeen (17) years of age or younger. When offered, discounts will typically be 50% off the adult rate, unless otherwise noted.

II. PRIME TIME RATES

Fees and charges may be increased during prime times of the day, week, month or year. Prime time pricing is used to:

- Control or limit use during periods of high demand or potential overuse, and
- Encourage use during periods of low demand or under use.

Examples of this include the different rates for pavilion rental fees. Higher fees are charged on weekends due to the increased demand for these facilities.

Generally, for other than highly individual and enterprise services, the increases shall not exceed the direct and indirect cost of providing services.

III. PASSES

Passes may be offered for various facilities, amenities within facilities or for other services. Duration of passes may vary, extending up to a maximum of one year. Passes will be offered to provide a higher level of convenience to repeat users, reduce the cost of fee collection and provide discounts to encourage extended use.

IV. DISCOUNT PROGRAM

The Department recognizes that individuals and families may be unable to financially afford fee-based services but still desire the opportunity to experience a broad spectrum of leisure activities. To ensure fee-based leisure opportunities are available to all, a Discount Program will be offered for City of Starkville residents only. Non-City residents are ineligible for the program.

Discounts are available for recreation programs, center use passes, pool passes and all activities and functions identified in Service Levels 1 and 2 in the Decision Tree Pricing Model. Discounts are not available for facility or equipment rental fees, permits, adult sports leagues, daily admission fees and those activities and functions identified in Service Levels 3 and 4 in the Decision Tree Pricing Model.

Discounts are based on household income and family size consistent with federal government income guidelines. That information is available at this link - <https://aspe.hhs.gov/poverty-guidelines>. A discount of 50% is available for those participants who qualify. The discount amount is deducted from the fee to determine the amount the participant pays. To receive a discount, individuals must apply for a discount through the Parks and Recreation Department.

Full waiver of fees is not permitted under this program. Participants are required to pay at least 50% of the program/service fee. This “minimum investment” is intended to encourage a commitment by the participant to attend the program.

V. FACILITY RENTAL FEE REDUCTION

The City of Starkville Parks and Recreation Department owns and operates facilities for the benefit of citizens and the community as a whole. In order to promote a sense of community, and to encourage programs and events to be held that make up for gaps in the Parks and Recreation Department’s programming, fee reductions or waivers may be granted. Only organizations that have non-profit status with the Mississippi Secretary of State will be considered for fee reduction or waiver. Individuals are not eligible. Interested and eligible organizations must apply through the Parks and Recreation Department.

Any request for a fee waiver or reduction that exceeds \$400 in value will be submitted to the Board of Aldermen for approval.

SECTION 5

I. DETERMINING FEES AND CHARGES

During the annual budget process, fees and charges will be recommended by department staff, and submitted to the Mayor and Board of Aldermen for review and approval.

The fee determinant process will consider staffing, cost of material and supplies, facility expenses, anticipated participation and market or demographic variables as described in Section 4, Pricing Adjustments.

Fees and charges will be determined through the following process:

1. Determine the direct and indirect costs of providing the service.
2. Determine the appropriate Service Level classification (Section 3) and calculate the fees or charges using the appropriate cost recovery guideline.
3. If warranted, make adjustments to the fee or charge as outlined in Section 4.
4. Identify the market rate or current fee being charged for similar services. This evaluation is conducted to ensure the recommended fees do not significantly vary from the rates being charged by other entities for similar services.
5. Consider inflationary factors for services.
6. Consider any budgetary mandates that may affect the fee/charge setting process.
7. Develop a proposed schedule of fees and charges for review and approval. For ease of handling money, rates will be rounded to the nearest half-dollar for amounts under \$10, and to the nearest dollar for amounts in excess of \$10.

SECTION 6

I. OTHER REVENUE SOURCES

CONTRACTUAL OR VENDOR PERMIT REVENUES

The department is authorized to issue concessionaire or vendor permits to qualified individuals, groups and businesses. The purpose of these permits is to enhance park visitor enjoyment when using department facilities and to generate revenue for the department. Permits may be issued for the following goods and services:

1. Food and beverages
2. Certain amusement equipment and inflatable apparatus as approved by the Parks and Recreation Department.
3. Other goods and services as approved by the Director of Parks and Recreation.

GRANTS

Professional staff of the department may investigate the possibilities of securing a grant or outside funding sources for department facilities and programs. All department grant applications must be reviewed and approved by the Board of Aldermen.

MANAGEMENT AGREEMENTS

Management Agreements are negotiated and awarded for the complete operation of a special facility. This type of agreement is instituted when departmental operation(s) of the facility is either cost prohibitive or is not cost-effective; or when the operation(s) require a level of expertise beyond the capabilities of departmental staff. Concession stands are examples of this form of operation. The department receives a percentage of the gross receipts and/or a minimum rental rate. The length of terms and conditions of renewal may vary.

SPONSORSHIPS

Staff pursues corporate and other sponsorships of events, programs and facilities on an on-going basis. These arrangements may involve the donation of funds, volunteer time, equipment, supplies, services or labor by the corporate sponsor in return for name recognition of that sponsor's contribution and involvement. All sponsorships must abide by the city's sponsor policy.

The decision of whether or not to enter into a sponsorship agreement shall always depend on the City's philosophy, leisure needs of the community and the best interests of the City. Generally, sponsorships will be solicited through established programs or campaigns. Major individual, nonrecurring, or "one-time" sponsorships, such as the title sponsorship for an event or facility, will be reviewed and approved by the Director of Parks and Recreation and, if applicable, forwarded to the Parks and Recreation Commission and/or the Mayor and Board of Aldermen for review/approval.

SECTION 7

List of City of Starkville Programs and Fee Schedule

	Service Level	Cost Recovery Goal	Fee
Line Dancing	1	0	0
Toddler Time	1	0	0
Pickleball	1	0	0 or \$3
Pool Entry	1	0	\$3 or \$5 daily, \$35 for individual season pass, \$80 for family season pass
Travis Outlaw Center Daily Entry	1	0	\$3 (17 and under) or \$5 (18 and up)
Travis Outlaw Center Monthly Entry	1	0	\$30 (17 and under)* or \$40 (18 and up)*
Travis Outlaw Center Racquetball Monthly Entry	1	0	\$20
Travis Outlaw Center Annual Membership (covers gym entry and racquetball)	1	0	\$100 (racquetball only)* Basketball and Racquetball: \$200 (17 and under)* or \$250 (18 and up)*
Summer Arts and Crafts	2	50%	\$20
Homeschool Crafts	2	50%	\$5
Youth Basketball	2	50%	\$50
Youth Flag Football	2	50%	\$50
Youth Kickball	2	50%	\$30
Swim Lessons	2	50%	\$45
Youth Softball	2	50%	\$50
Youth Baseball	2	50%	\$85
Adult Flag Football	3	75%	\$250
Adult Basketball	3	75%	\$250
Adult Kickball	3	75%	\$100
Adult Softball	3	75%	\$400
Facility Rentals	3 or 4	75% or more	Various – approved by Board of Alderman in Facility Rental Agreement

PARKS AND RECREATION DEPARTMENT

CRITERIA FOR REDUCED FACILITY RENTAL FEE

There may be other factors taken into consideration in determining whether or not an event is appropriate for a reduction in facility rental fees. All policies in the City of Starkville Sponsor Policy must be followed.

Due to weather, infrastructure requirements, repairs to park property and utilities, participant behavior, and other considerations of safety for persons, property and good public order, Parks and Recreation Department support may require additional conditions, dates, locations or time limitations. Items considered in the review process include, but are not limited to the follow criteria:

Name of Event: _____

Date(s) of Event: _____

Yes	No	REQUIRED CRITERIA
		Does the City have adequate funds and resources to consider sponsorship/support?
		Is the event in line with the mission statements, goals and the organizational philosophies of the City of Starkville and the Starkville Parks and Recreation Department?
		Does the applicant operate locally or have a local impact?
		Has the sponsored organization provided proof that it is a non-profit 501(c)(3) organization or is recognized by the State of Mississippi as a non-profit organization?
		Is the event of general interest or relevance to City residents and the general public?
		Do a Minimum of 40% of the Funds raised directly benefit the Starkville Community?
Yes	No	OTHER CRITERIA TO CONSIDER
		Has the applicant completed and complied with the application process?
		Has the applicant demonstrated a need for City support?
		Is there a history of City support for the special event or similar events?
		Is the event reasonably NOT likely to cause injury to persons or property, create a disturbance, cause disorderly conduct, encourage or result in a violation of the law or to interfere with vehicular traffic in the area?
		Will the event generate positive media exposure for the community as determined by the City?
		Does NO conflict exist with the requested event and other approved or previously scheduled events?
		Are the requested support facilities adequate and compatible for the special event with the support including, but not limited to, parking, restrooms, refuse collection, sanitation and lighting?
		Will the event NOT cause a strain on City resources, including funding, facilities and personnel?
		Will the event NOT unreasonably interrupt the provision of City facilities, events, programs and services, including whether the event will affect the ability of a City park to remain open to users?



City of Starkville Parks and Recreation Department

Application for Reduced Facility Rental Fee

Per the City of Starkville Parks and Recreation Department Revenue Policy, Section 4. V. – Facility Rental Fee Reduction/Waiver, the City of Starkville Parks and Recreation Department owns and operates facilities for the benefit of citizens and the community as a whole. In order to promote a sense of community, and to encourage programs and events to be held that make up for gaps in the Parks and Recreation Department's programming, fee reductions or waivers may be granted. Only organizations that are official 501 (C) (3) organizations or those that have non-profit status with the Mississippi Secretary of State will be considered for fee reduction or waiver. Individuals are not eligible. Interested and eligible organizations must apply through the Parks and Recreation Department. Any request for a fee waiver or reduction that exceeds \$400 in value will be submitted to the Board of Aldermen for approval.

Events that require a Special Event permit from the City of Starkville make requests for in-kind services as part of that application process, and not this application for a reduced facility rental fee. Any events required to obtain a Special Event permit must contact the City of Starkville Planning Division at 662-323-2525.

The Starkville Parks and Recreation Department shall provide a complete review of all applications, including consultation with the applicants as may be reasonably necessary to resolve questions, at no charge to applicants. Applicants requesting support for events (which are extensive in nature) must provide a site plan of the event. Applicants whose events involve an entry fee, ticket, gate fee or any other exchange of funds by participants, spectators or sponsors are required to submit, with their application, a profit and loss estimate statement for the event. The Starkville Parks and Recreation Department shall approve or deny the request and establish the level of Starkville Parks and Recreation Department support and level of reimbursement required from the applicant for the program or event.

Events may be disapproved or cancelled at the sole discretion of the City due to weather, infrastructure requirements, and repairs to park property and utilities, participant behavior, and other considerations of safety for persons, property and good public order. For the same reasons, City support may require additional conditions, dates, location or time limitations.

Sponsorship/Support

If support for an event is approved the Starkville Parks and Recreation Department reserves the right to be listed as a sponsor of the event at the level of sponsorship determined by the value of the in-kind support as compared to other sponsors of the activity or event. The Starkville Parks and Recreation Department logo is to be included on all printed materials and all visual advertising if required by the Department. The Starkville Parks and Recreation Department logo will be provided in the appropriate format. All sponsorships must comply with the City of Starkville Sponsor Policy.

Next Steps

All applicants will receive notification of approval or denial of their request in as timely a manner as possible. The City of Starkville Parks and Recreation Department will review the information included in this application, evaluate all information for qualification for reduced fees via a criteria worksheet, and issue a decision. The Executive Director of Parks and Recreation and Mayor will sign the criteria worksheet and return to the applicant for their records.



City of Starkville Parks and Recreation Department

Application for Reduced Facility Rental Fee

Event Information

Event Name: _____

Event Date(s) and Hours:

Event Location:

List all activities associated with this program or event (include an event logistics plan and a clean-up plan; attach additional sheets as necessary):

Type of Event (check one): ☐ City Operated/Sponsored Event ☐ City Co-sponsored Event

☐ Non-Profit Event ☐ For Profit Event ☐ Private Event ☐ Other: _____

Event Purpose/Mission:

Estimated Attendance: _____

Estimated set up time and date: _____

Sponsoring Organization Information

Legal Business Name: _____

Tax ID Number: _____

Mailing Address: _____

Contact Name: _____ Title: _____

Telephone Number: _____ Email Address: _____

Contact Person on the Day of the Event/Program: _____

Phone Number(s): _____

List of all Sponsors Associated with this Event:

Support Information

Exactly what type of support are you requesting? (Explain in detail below: labor, facilities, equipment, supplies, waiver of facility reservation fees,) Attach additional sheets as necessary.

What type of advertising will be used to promote this program/event?

Where has this program/event been held in the past?

Year: _____ Location: _____

Year: _____ Location: _____

By signature below applicant acknowledges having read, understood and agreeing to abide by the City of Starkville Sponsorship Policy, dated _____.

Applicant Signature: _____ Date: _____

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

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

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

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

41. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to enter Executive Session for the purpose of a personnel issue as related to an employee grievance in the fire department and discussion of potential property acquisition on South Washington Street. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of a personnel issue as related to an employee grievance in the fire department and discussion of potential property acquisition on South Washington Street. At this time, the Board entered Executive Session.

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

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

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

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

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

43. MOTION TO DENY A GREIVANCE.

Alderman Sistrunk offered a motion to deny the grievance of Starkville Fire Department employee Chance Cummings. Alderman Beatty seconded the motion and the Board voted as follows:

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

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

44. CONSIDERATION TO HIRE A TRAINING CHIEF IN THE STARKVILLE FIRE DEPARTMENT.

Resuming in open session, Alderman Vaughn, duly seconded by Alderman Beatty, offered a motion to hire Clarence Parks as the Training Chief in the Starkville Fire Department. The Board voted as follows:

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

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

45. MOTION TO RECESS UNTIL JULY 16, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until July 16, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2019.

Attest:

D. LYNN SPRUILL, MAYOR

(SEAL)

LESA HARDIN, CITY CLERK