MINUTES OF THE REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI SEPTEMBER 3, 2019

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on September 3, 2019 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Hamp Beatty, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

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

Alderman Little offered a motion, duly seconded by Alderman Beatty, to approve the September 3, 2019 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

OFFICIAL AGENDA OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI REGULAR MEETING OF TUESDAY, SEPTEMBER 3, 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 AUGUST 6, 2019 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE AUGUST 16, 2019 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New employee Introductions: Sanitation and Environmental Services:
Gregory Grayer, Eriq Purnell and Roger Richardson

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

BOYS AND GIRLS CLUB, INC. – NADIA COLOM, CEO

ANNUAL MSU STUDENT ASSOCIATION SALES TAX ALLOCATION DISTRIBUTION REPORT AND APPROVAL IN ACCORDANCE WITH SENATE BILL 3012 – DR. REGINA HYATT

VIII. PUBLIC HEARING

PUBLIC HEARING ON TAX INCREMENT FINANCING PLAN FOR GARAN MANUFACTURING REDEVELOPMENT PROJECT

SECOND PUBLIC HEARING ON THE FISCAL YEAR 2019-2020 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF PROJECT CLOSEOUT AND RELATED CONTRACT EXTENSION ON STARKVILLE PARKING GARAGE CDBG PROJECT #R-103-347-01-KED.

B. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE HIGH SCHOOL TO HOLD THE 2019 HOMECOMING PARADE ON SEPTEMBER 30, 2019 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

X. BOARD BUSINESS

A. CONSIDERATION OF THE FISCAL YEAR TAX MILLAGE FOR THE CITY OF STARKVILLE.

B. CONSIDERATION OF THE FISCAL YEAR 2019-2020 BUDGET FOR THE CITY OF STARKVILLE.

C. DISCUSSION CONCERNING A BOARD-APPROVED SPECIAL EVENT.

D. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC PARK IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWENTY-FIVE MILLION DOLLARS ($25,000,000), AND FOR A

TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

E. CONSIDERATION OF A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE *TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019;* AND FOR RELATED PURPOSES.

F. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT, IN CONJUNCTION WITH THE *TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI AUGUST 2019*, AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS ($3,000,000), IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

XI. <u>DEPARTMENT BUSINESS</u>

A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 109 ROOSEVELT TAYLOR SR. DRIVE (OR OLD ADDRESS, 109 BEATTIE STREET) IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307 APPLE STREET IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

a. CONSIDERATION OF APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI, A MISSISSIPPI MUNICIPAL CORPORATION, AND IMS DEVELOPMENT, LLC, AN ALABAMA LIMITED LIABILITY COMPANY TO THE DEVELOPMENT OF "THE VISTA – STARKVILLE" PROJECT.

b. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING ON THE ADOPTION OF UPDATED PLACETYPE MAPS FOR THE COMPREHENSIVE PLAN.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 27, 2019 FOR FISCAL YEAR ENDING 9/30/19, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. CONSIDERATION OF APPROVAL OF FISCAL YEAR 2020 SOURCE OF SUPPLY BIDS RECEIVED.

F. FIRE DEPARTMENT

1. REQUEST REIMBURSEMENT OF $533.00 FOR COLEMAN NORMAN’S SUMMER 2019 CLASSES TOWARD THE FIRE PROTECTION TECHNOLOGY DEGREE, TAKEN UNDER THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM.

2. REQUEST PERMISSION TO ALLOW QUINN DIRT SERVICE PERMISSION TO CONSTRUCT A 50 X 60 DIRT PAD AT FIRE STATION 5 TO BE USED FOR A FUTURE STORAGE BUILDING FOR A COST OF $6,000. THIS IS THE LOWER OF THE TWO QUOTES.

G. HUMAN RESOURCES

1. CONSIDERATION OF APPROVAL OF FY 2019-20 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN THE PROPOSED INCREASE COST DATA SHEET THAT RESULTED FROM THE PAY STUDY CONDUCTED BY THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY.

2. REQUEST AUTHORIZATION TO HIRE CHASE BAIR AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE JAVONTE HARRIS AS MAINTENANCE WORKER II IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE NOAH BRANDON AS A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF CITY OF STARKVILLE MUNICIPAL SECURITY (COSMS) CAMERA POLICY.

2. REQUEST APPROVAL OF CITY OF STARKVILLE SOCIAL MEDIA USAGE POLICY AND UPDATING THE CITY'S EMPLOYEE HANDBOOK TO REFLECT THE CHANGES.

I. PARKS
THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. CONSIDERATION TO ALLOW CORPORAL CHARLIE JONES TO ATTEND SAFARILAND LESS LETHAL INSTRUCTOR COURSE IN RINGGOLD, GA SEPTEMBER 11 – 13, AT A COST NOT TO EXCEED $750.00.

2. CONSIDERATION OF RENEWAL OF AGREEMENT WITH PINELAKE CHURCH, INC., AND THE CITY OF STARKVILLE POLICE DEPT.

K. SANITATION DEPARTMENT

1. CONSIDERATION TO ADVERTISE FOR THE ANNUAL PURCHASE OF 13,000 ROLLS OF GARBAGE BAGS.

2. REQUEST APPROVAL TO DECLARE THE ENVIRONMENTAL DEPARTMENT'S M108S 2011 KUBOTA TRACTOR SERIAL NUMBER 71921) AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER AND TO PURCHASE A 2019 EXMARK LAZER Z DIESEL MOWER, STATE CONTRACT# 82-0004368, AT A COST OF $32,325.00 AND DIRECT CITY CLERK TO ADVERTISE FOR FINANCING QUOTES.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2003 FORD F-350 (VIN: 1FTSW30S23EC57520) PICKUP TRUCK AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A VEHICLE REPLACEMENT FROM STATE CONTRACT AT A COST OF $24,666.00.

2. REQUEST AUTHORIZATION TO DECLARE THE PITNEY BOWES POSTAGE MACHINE, MODEL 3C00/4C00/6C00, SERIAL NUMBER 0867544 AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

3. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 1994 FORD RANGER (VIN: 1FTCR10X3RUC71565), 1998 CHEVY DUMP TRUCK (VIN: 1GBHR34KXJJ118525) AND THEIR 1998 DODGE 1500 (VIN: 1B7HC16Y9XS175679) AND THE ELECTRIC DIVISION 1993 CROWN VICTORIA (VIN:2FALP71W2RX118494), 1995 FORD RANGER (VIN: 1FTCR14X9SPA77640) AND 2002 FORD RANGER (VIN: 1GCCS19W728177718) AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE AN ELECTRIC VEHICLE REPLACEMENT IN THE AMOUNT OF $32,050.00.

4. REQUEST AUTHORIZATION FOR JACOB FORRESTER OF STARKVILLE UTILITIES TO TRAVEL TO SAN ANTONIO, TX TO ATTEND THE AMERICAN PUBLIC POWER

ASSOCIATION (APPA) LEADERSHIP SUMMIT ON OCTOBER 1-2, 2019 WITH COSTS NOT TO EXCEED $2,500.00 (REGISTRATION, LODGING, MEALS, AND TRAVEL).

5. REQUEST AUTHORIZATION TO ENTER A RENTAL AGREEMENT FOR TWO (2) 20 HP AND ONE (1) 15 HP S&N AIROFLO FLEX DRIVE HOT DIPPED GALVANIZED HORIZONTAL FLOATING BRUSH ROTOR FROM S&N AIROLO INC. IN THE AMOUNT $17,457.00 FOR THE FIRST THREE (3) MONTHS.

6. REQUEST AUTHORIZATION TO ACCEPT HAWK SCADA, ONLY COMPANY TO SUBMIT A PROPOSAL, RFQ FOR SCADA INTEGRATION, MAINTENANCE AND SUPPORT SERVICES FOR THE WASTEWATER PLANT AND LIFT STATION.

7. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO ENTER INTO A LONG-TERM POWER CONTRACT AMENDMENT WITH THE TENNESSEE VALLEY AUTHORITY (TVA).

8. REQUEST AUTHORIZATION TO UPGRADE MOBILE 311 TO THE PROVIDER'S NEWEST PLATFORM – ASSET ESSENTIALS, AND AUTHORIZATION TO ADD THE ELECTRIC MODULE ALONG WITH AN INVENTORY PROGRAM IN THE AMOUNT OF $25,798.00.

9. REQUEST AUTHORIZATION TO PROCEED AS AN EMERGENCY PURCHASE OF AN INSERT-A-VALVE IN THE AMOUNT OF $15,500.00 FOR THE LOCKSLEY WAY 12-INCH WATERMAIN BREAK PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PENDING LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL SEPTEMBER 17, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 26:

2. CONSIDERATION OF THE MINUTES OF THE AUGUST 6, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the August 6, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE AUGUST 16, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the August 16, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF PROJECT CLOSEOUT AND RELATED CONTRACT EXTENSION ON STARKVILLE PARKING GARAGE CDBG PROJECT #R-103-347-01-KED.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of project closeout and related contract extension – Starkville Parking Garage CDBG Project #R-103-347-01-KED” is enumerated, this consent item is thereby approved. (Documents follow this page)

5. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 109 ROOSEVELT TAYLOR SR. DRIVE (OR OLD ADDRESS, 109 BEATTIE STREET) IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 109 Roosevelt Taylor Sr. Drive (or old address, 109 Beattie Street) is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 307 APPLE STREET IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the building located at 307 Apple Street is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING ON THE ADOPTION OF UPDATED PLACETYPE MAPS FOR THE COMPREHENSIVE PLAN.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of calling for the first public hearing on the adoption of updated placetype maps for the Comprehensive Plan” is enumerated, this consent item is thereby approved.

8. CONSIDERATION FOR APPROVAL OF FISCAL YEAR 2020 SOURCE OF SUPPLY BIDS RECEIVED.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the “approval of fiscal year 2020 Source of Supply Bids received” is enumerated, this consent item is thereby approved.

MISSISSIPPI DEVELOPMENT AUTHORITY-DISASTER RECOVERY DIVISION
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT (KCDBG)
RECIPIENT CLOSEOUT PROCEDURES

The closeout of a Mississippi Development Authority-Disaster Recovery Division (MDA-DRD) Katrina Community Development Block Grant (KCDBG) follows a process by which the MDA-DRD determines that all applicable administrative actions and all required work on the project have been completed. This closeout package is to be used for all DRD Economic Development, Community Revitalization, Tourism, Planning, and Code Enforcement Grant Programs. Please **check only one** box on the Certificate of Completion to indicate the grant project you are completing. Each Grant Recipient is responsible for ensuring an orderly and timely phase-out of projects. The Grant Recipient must also ensure that the financial settlement of the subcontracts and vendor claims has been satisfied.

The MDA-DRD must conduct onsite programmatic and fiscal monitoring reviews of the project prior to the closeout of the project. Any observations and findings identified through the monitoring process must be resolved to the satisfaction of the MDA-DRD prior to project closeout. Copies of the monitoring report and related documents must be included in the MDA-DRD official grant file.

Three (3) closeout packages bearing the original signatures of the designated signatory officials are due to the MDA-DRD within **90 days** after the completion or expiration of the subgrant/subcontract. The closeout may be revised no more than once after the initial package is received. The revision will be accepted no later than 120 days after the ending date of the subgrant/subcontract activities.

INSTRUCTIONS FOR COMPLETING THE MDA- DRD CLOSEOUT PACKAGE

The following documents are required components of the MDA- DRD closeout package:

I. Recipient's Closeout Checklist

Grant recipients should check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided any item(s) not submitted or any item(s) to be sent separately.

II. Certificate of Completion

Grant recipients should list all activities undertaken, certifying that they have been carried out in accordance with the grant agreement. It also ensures that the provisions have been made for the payment of all unpaid claims, and that neither the State nor the Federal government is under an obligation to make any further payments under the agreement in the excess of the amount stated in the document. This document requires the project to report all budgeted GRANT funds and other funds. Projects are also required to list the actual payment of all GRANT funds and other funds that were used for a specific subactivity.

III. Recipient Performance Certification Report

This document addresses the National Policy Objectives. By subactivity, grant recipients should list:

- Planned and actual total beneficiaries (the LOWMODUNIV column on the HUD table)
- Planned and actual low income beneficiaries
- Planned and actual moderate income beneficiaries

IV. Ethnic Beneficiary Information

Grant recipients should complete the table (appended to this section) regarding the number of persons in the area of service and the number of persons who will directly benefit from the project.

V. Outstanding Claimants List

When unclaimed funds are returned to MDA, a list of all possible claimants of these funds shall be prepared and attached to the Recipient's Release. The purpose is to reserve these funds and make future payments if necessary. The list shall include the following pertinent data:

A. Claimant's name, last known address, amount of money due, and social security number (if claimant is a training program enrollee) for each individual to whom checks for wages (or other outstanding checks) were due.
B. For employee checks, the pay period during which the money was earned, the number of hours, hourly rate of pay, and dates worked.
C. Check number, date of issuance, and amount of each uncashed check.
D. Name, address, and telephone number of any person who may be contacted in connection with any claim which may arise. Normally, this would be the individual who has control of the subcontractor.

Grant recipients who do not anticipate possible claimants of grant funds after closeout should enter "N/A" on this form.

VI. Inventory and Program Income Form

This document consists of three (3) categories: Real Estate, Equipment, and Program Income. The property and equipment that have been purchased with GRANT funds should be listed with the purchase price, use of the property and/or equipment, date to be used, disposition date and reason for and method of disposition (if applicable). All program income collected to date should be listed, including the activity, additional payments, and the use of the program income.

Use of real property, equipment and program income during the subgrant period and after closeout:

A. Real Property- Reference 24 CFR Part 85.31(a-c). Real property acquired under a subgrant will vest upon acquisition in the subgrantee. Real property will be used for the originally authorized purposes as long as needed for those purposes, and the subgrantee shall not dispose of or encumber its title or other interests. When real property is no longer needed for the originally authorized purpose, the subgrant recipient will request disposition instructions from the MDA-DRD **prior to disposition**. All income derived from the sale or use of the property is program income and must be returned to the MDA-DRD.

   The standards for the use of real property acquired or improved in whole or in part using CDBG funds in excess of $25,000, as set forth in 24 CFR Part 570.505, apply for a period of **five (5) years** after the closeout of the grant from which the assistance to the property was provided, in this case the grant agreement between the MDA-DRD and the United States Department of Housing and Urban Development (HUD).

B. Equipment- Per 24 CFR Part 85.32(c), equipment shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency, or disposed of following the guidelines set forth in 24 CFR Part 85.32 (e).

C. Program Income- During the subgrant period, program income (other than program income deposited in a revolving fund) must be used to cover program costs before additional grant funds are requested. If program income is put in a revolving fund, the funds must be used for the same activity for which the revolving fund was established. The account must be interest bearing, and interest earned or funds held in the account must be remitted to the grantee (MDA-DRD) at least annually.

   Pursuant to 73FR 75733-75736 1(a)(3)(ii) program income received after the closeout of the agreement between the MDA-DRD and the Recipient may be retained and utilized for other CDBG eligible purposes in accordance with 24 CFR 570 Part I or shall be returned to the MDA-DRD. Program income is defined in 24 CFR 85.25 and in 73FR 75733-73736 1(a).

VII. Certification of Recipient Compliance

A. Release -- This document releases the unexpended or unobligated balance of the award back to the MDA. The total amount paid to the project by MDA must be entered. This amount must reflect the actual expenditure. Do not round off expenditures.

B. Assignment of Refunds, Rebates and Credits -- This execution guarantees that the recipient/subcontractor will immediately remit any refunds or credits applicable to the recipient/subcontract/subcontractor. Examples: telephone refunds and insurance refunds.

C. Inventory Certification -- This section is used to account for all items or materials and equipment purchased, furnished or acquired.

VIII. Agreement Relative to Closeout of the Mississippi Development Authority-Disaster Recovery Division Grant Programs

By signing the Agreement Relative to Closeout of the MDA-DRD Grant, the Recipient is certifying that the entire closeout document meets the individual requirements included in the closeout package. Further, this document is an agreement between the Recipient and MDA-DRD that permits the closeout of the project activities contingent on the promise that all funds will be audited. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.

IX. Final Request for Cash (RFC) Consolidated Support Sheet

A Final RFC Consolidated Support Sheet with the actual final cost of the project, including match, must be completed and submitted with the closeout package. The Consolidated Support Sheet must be marked "final."

X. Final MDA-DRD Quarterly Report

A Final MDA-DRD Quarterly Report is due at the time of closeout, outlining the performance measures for the life of the project. This report should follow the same format as the quarterly performance reports submitted to the MDA-DRD during the operation of the project.

XI. Refund Check (if applicable)

MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT'S CLOSEOUT CHECKLIST

Recipient: City of Starkville

Subgrant/Contract Number: R-103-347-01-KED

In compliance with the requirements of the MDA-DRD Recipient Closeout Procedures and the terms and conditions of the subgrant/contract, the following closeout documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully in the space provided below any item not submitted or any item to be sent separately. Use separate sheet, if necessary.)

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Completion	X			
2. Recipient Performance Certification Report	X			
3. Ethnic Beneficiary Information	X			
4. Outstanding Claimants List		X		
5. Inventory and Program Income Form	X			
6. Certificate of Recipient Compliance	X			
7. Agreement Relative to Closeout	X			
8 Final Request for Cash Consolidated Support Sheet	X			
9. Final MDA-DRD Quarterly Report	X			
10. Refund Check (if applicable)		X		

Explanation/Comments: ____

STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

NAME OF RECIPIENT: City of Starkville

CONTRACT NUMBER: R-103-347-01-KED **GRANT NUMBER:** R-103-347-01-KED

CERTIFICATE OF COMPLETION

FINAL STATEMENT OF COST

PROGRAM ACTIVITY CATEGORIES	**To Be Completed by Recipient**								**To Be Completed By the State**	**State Comments Revision**
Grant Type (check One): TOURISM ( ) ECONOMIC DEVELOPMENT (X) COMMUNITY REVITALIZATION ( ) COMM. REVITALIZATION GO ZONE ( ) PLANNING ( ) CODE ENFORCEMENT ( )	GRANT Funds Budgeted	Other Funds Budgeted	A Actual GRANT Cost Paid	B Actual Other Cost Paid	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost		
1. Acquisition, Disposition										
2. Legal	$ 40,000.00		$ 40,000.00		$ 40,000.00	$0.00	$0.00	$ 40,000.00		
3. Center, Family (Senior Center/ Neighborhood)										
4. Public Facilities (a) Water (b) Sewer (c) Flood and Drainage Facilities (d) Other (Specify)										
5. Street, Bridges										
6. Other – Parking Garage Construction	$6,910,430.00		$6,910,430.00		$ 6,910,430.00	$0.00	$0.00	$ 6,910,430.00		
7. Contingencies										
8. Removal of Architectural Barriers										
9. Architectural	$ 437,000.00		$ 437,000.00		$ 437,000.00	$0.00	$0.00	$ 437,000.00		
10. Administration	$ 140,000.00		$ 140,000.00		$ 140,000.00	$0.00	$0.00	$ 140,000.00		
11. Construction Manager	$ 432,570.00		$ 432,570.00		$ 432,570.00	$0.00	$0.00	$ 432,570.00		
12. Testing	$ 40,000.00		$ 40,000.00		$ 40,000.00	$0.00	$0.00	$ 40,000.00		
13. Private Investment		$40,000,000.00		$40,572,279.66	$40,572,279.66			$40,572,279.66		

	GRANT Funds Budgeted	Other Funds Budgeted (MATCH)	A Actual GRANT Cost Paid	B Actual Other Cost Paid (MATCH)	C Total Cost	Deobligated GRANT Funds Unutilized to be Canceled	Refund Balance of Grant Payable	D Approved Total Cost		
14. Economic Development Activities: (a) Assistance to Non-Profit (b) Assistance to For-Profit Entities (c) Microenterprises or Small Businesses	___ ___ ___	___ ___	___ ___ ___	___ ___	___ ___	___ ___ ___	___ ___ ___	___ ___		
15. Unspecified Activities	___	___	___	___	___	___	___	___		
16. Planning										
17. Audit	___	___	___	___	___	___	___	___		
18. Total Other Cost (Match)	___	___	___	___	___	___	___	___		
19. Total GRANT Cost	$8,000,000.00	$40,000,000.00	$8,000,000.00	$40,572,279.66	$48,572,279.66	$0.00	$0.00	$48,572,279.66		

COMPUTATION OF GRANT BALANCE

DESCRIPTION	TO BE COMPLETED BY RECIPIENT	TO BE COMPLETED BY THE STATE
1. Grant Agreement Amount	$8,000,000.00	
2. Amount for Unsettled Third-Party Claims	$0.00	
3. Grant Amount Received (amount of "grant funds received")	$8,000,000.00	
4. GRANT Amount Deobligated	$0.00	
5. Amount of Refund * This amount shall be repaid to the State by check and must include the following: (a) Unexpended Funds Amount (b) Outstanding Claimant's Amount (as applicable) (c) Total Amount Refunded (d) Enter Check Number	 $0.00 N/A $0.00 N/A	

LIST ANY UNPAID COSTS AND UNSETTLED THIRD-PARTY CLAIMS AGAINST THE RECIPIENT'S GRANT. DESCRIBE CIRCUMSTANCES AND AMOUNTS INVOLVED:

Not Applicable

MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION
RECIPIENT PERFORMANCE CERTIFICATION REPORT

Recipient: City of Starkville Contract Number: R-103-347-01-KED

Completed By/Person Completing Form: Phylis W. Benson, Golden Triangle Planning & Development District, Inc.

National Policy Objective(s) Addressed:

Low and moderate income ____ X______
Urgent Needs/Threat to Health ____________
Slums and Blight ____________

MEASURES OF ACCOMPLISHMENTS (Enter data into all fields that apply to your program or project)

		Beneficiaries LOW		Beneficiaries MOD		Beneficiaries TOTAL	
		Planned	Actual	Planned	Actual	Planned	Actual
1.	Acquisition/Disposition						
2.	Clearance/Code Enforcement						
3.	Public Facilities						
	a. water						
	b. sewer						
	c. flood/drainage						
	d. Others (Specify)						
4.	Streets						
5.	Other Public Facilities						
6.	Removal of Architectural Barriers						
7.	Planning Only						
8.	Administration	No Measures Required					
9.	Economic Development						
	a Assistance to Non-Profit Entities						
	b. Assistance to For-Profit Entities	78	95			152	173.69
	c. Micro-enterprises or Small Business						
10.	Building Rehab						
11.	Training						

12.	Number of Households Served	_______	_______	_______	_______	_______	_______
13.	Number of Female Heads of Household Served	_______	_______	_______	_______	_______	_______
14.	Number of Elderly Beneficiaries	_______	_______	_______	_______	_______	_______
15.	Number of Handicapped Beneficiaries	_______	_______	_______	_______	_______	_______
16.	Number of Jobs Created	78	95	_______	_______	152	173.69
17.	Unspecified Activities	No Measures Required					

FINANCIAL PERFORMANCE

	Planned	Actual
Total Grant Project Expenditures	$ 8,000,000.00	$ 8,000,000.00
Total Other Expenditures (Match)	$40,000,000.00	$40,572,279.66
Leveraging Ratio:	17 : 83	
Total amount other funds allowable as leveraging*	$40,000,000.00	$40,572,279.66

*Do not use program income.

AUDIT

Date of most recent audit: **9-30-2018**

Findings resolved, if any (Y/N): **Not Applicable – no findings**

NOTE: For all water and sewer projects, Recipient must include copy of final approval by the State Department of Health and Bureau of Pollution Control (whichever is applicable). See last page of closeout package for agency contact information.

TOURISM INDUSTRY RESTORATION GRANTS ONLY:

Complete National Policy Objective, Financial Performance, and Audit sections only.

ETHNIC BENEFICIARY INFORMATION FOR GRANT AND EMERGENCY PROJECTS

Complete the following table regarding the number of persons who will directly benefit from this project.

1. White
2. Black/African American
3. Asian
4. American Indian/Alaskan Native
5. Native Hawaiian/Other Pacific Islander
6. American Indian/Alaskan Native and White
7. Asian and White
8. Black/African American & White
9. Hispanic
10. American Indian/Alaskan Native and Black/African American
11. Asian/Pacific Islander
12. Other Multi Racial
13. Female Head of households
14. Total number of minorities
15. Number of elderly (+62)
16. Total number of handicapped
17. Number of children 18 or younger

a. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Planned in Application																	
Actual Beneficiaries																	

b. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Planned in Application																	
Actual Beneficiaries																	

c. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Planned in Application																	
Actual Beneficiaries																	

d. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Planned in Application																	
Actual Beneficiaries																	

e. Activity:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Planned in Application																	
Actual Beneficiaries																	

MISSISSIPPI DEVELOPMENT AUTHORITY
DISASTER RECOVERY DIVISION

OUTSTANDING CLAIMANTS LIST

Recipient: City of Starkville Contract Number: R-103-347-01-KED

Claimant's Name, Address, S.S. # (Where Applicable)	Check #	Amount	Date	Pay Period Hours and Rate	Other Contact Name and Address
1. NO CLAIMANT					
2.					
3.					
4.					
5.					
6.					
7.					

INVENTORY AND PROGRAM INCOME FORM

Real Estate: List the property purchased with GRANT/LOAN funds and considered to be surplus property, the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used. If the real property was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined at 24 CFR § 200.85, "real property" means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

Number or Amount	**Type of Property**	**Purchase Price**	**Proposed Use of Property**	**Date to be Used**	Disposition Date of Property (if applicable)	Reason for and Method of Disposition

Equipment: List the equipment purchased with GRANT/LOAN funds, the price paid for each piece of equipment, and the use of the equipment. If the equipment was disposed of, list the reason for disposition, method of disposition, and the disposition date. As defined in the Property Officers Manual issued by the State of Mississippi-Office of the State Auditor, "Equipment" means visible, tangible state property that is non-consumable in nature and has an anticipated useful life of at least one year and an acquisition cost of $1,000 or more per unit.

Number or Amount	**Type of Equipment**	**Purchase Price**	**Use of Equipment**	Disposition Date of Equipment (if applicable)	Reason for and Method of Disposition

Program Income: List the amount of program income collected to date, the type of activity generating program income (i.e., public facility, economic development, etc.), the estimated amount of additional program income payments expected, and the proposed use of the program income.

Pursuant to 73FR 75733-75736 1(a)(3)(ii) program income received after the closeout of the agreement between the MDA-DRD and the Recipient may be retained and utilized for other CDBG eligible purposes in accordance with 24 CFR § 570 Part I or shall be returned to the MDA-DRD. Program income is defined in 24 CFR § 570.500 and in 73FR 75733-75736 1(a). As defined at 24 CFR § 570.500, "program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Amount Collected To Date	**Activity**	**Additional Payments**	**Proposed Use of Program** Income

CERTIFICATE OF RECIPIENT COMPLIANCE

1. Release

Pursuant to the terms of said subgrant/contract and in consideration of the sum of $8,000,000.00 (Total Amount Paid & Payable by MDA-DRD), upon payment of the said sum the Recipient does remise, release, and discharge MDA-DRD, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said subgrant/contract, **except the following**:

a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Recipient, as follows:

____________________none____

(If none, so state)

b. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Recipient to third parties arising out of the performance of the said subgrant/contract, which are not known to the Recipient on the date of execution of this release and of which the Recipient gives notice in writing to the MDA-DRD within the period specified in the said subgrant/contract.

c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

2. Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

a. Assign, transfer, set over and release to MDA-DRD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.

b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA-DRD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA-DRD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA-DRD under the terms hereof.

c. Agree to cooperate fully with MDA-DRD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDA-DRD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

3. Inventory Certification (Select One)

a. ______ The Recipient hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Recipient were done so in accordance with the terms and conditions of said subgrant/contract.

b. __X__ The Recipient hereby certifies that no equipment was furnished or acquired under the terms and conditions of said subgrant/contract.

4. Recipient and Subrecipient Monitoring

The Recipient hereby certifies that onsite fiscal and programmatic reviews of the project(s) covered by this subgrant agreement were conducted, and that any findings identified in the monitoring report were resolved to the satisfaction of the MDA-DRD, prior to the submission of this closeout package. Further, the Recipient certifies that fiscal and programmatic reviews of subrecipient(s) (where applicable) were conducted by the Recipient, and any findings identified in the monitoring report(s) resolved, prior to the final fiscal and programmatic monitoring review of the Recipient. Copies of the Recipient and subrecipient monitoring reports and all related documents shall be maintained in the Recipient's official grant file for the period identified in the Record Retention section of the Agreement Relative to Closeout.

5. General Statement of Compliance

The Recipient further certifies that all other terms and conditions of said subgrant/contract have been complied with.

AGREEMENT RELATIVE TO CLOSEOUT OF DISASTER RECOVERY DIVISION GRANT PROGRAMS

This Agreement is between the City of Starkville ("Recipient") and the Mississippi Development Authority Disaster Recovery Division ("Division").

Closeouts/Audits

The parties to this Agreement desire to close out the Recipient's Katrina Community Development Block Grant (KCDBG) Number R-103-347-01-KED (the "Grant").

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout.

Rather than waiting for Recipient's next periodic single or program-specific audit, the parties desire to close out the Grant **subject to subsequent audit(s).**

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. Recipient will submit to the Division its subsequent single or program-specific audit or audits, which shall comply with federal and state requirements and which shall cover all periods in which any Grant costs have been incurred. Recipients should refer to the KCDBG audit guidelines for further information and to determine whether a single or program-specific audit must be performed.

2. Recipient shall remit to the Division the amount of any costs which are disallowed by the subsequent single or program-specific audit(s) and which disallowances are sustained by the state.

3. Upon receipt of a copy of the Recipient's audit report and resolution of any findings related to the subgrant/contract (if applicable), the MDA-DRD will notify the Recipient in writing that the Recipient has fulfilled its audit requirements relative to the subgrant agreement.

4. Recipient acknowledges that the subgrant/contract is subject to monitoring by the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, and that findings of noncompliance may be taken into account by HUD and the MDA-DRD as unsatisfactory performance of the Recipient in the consideration of any future grant award.

5. The Agreements contained herein are in addition to any other agreements between the parties relative to the closeout of the Grant. Recipient agrees to abide by all governing laws and regulations.

Record Retention

1. Pursuant to 24 CFR Subsection 570.490(d), the Recipient agrees to maintain records, including support documentation, **for the greater of** three years from closeout of the grant agreement between the Division and the United States Department of Housing and Urban Development (HUD), the Federal awarding agency, or the period required by other applicable laws and regulations as described in Subsections 570.487, relative to fair housing, lead-based paint poisoning prevention, the Architectural Barriers Act and the Americans with Disabilities Act, and 570.488, relative to the displacement, relocation, acquisition, and replacement of housing. The Division agrees to notify the Recipient of the closeout date of the grant agreement between the Division and HUD.

2. Pursuant to 24 CFR Part 85.42(c), the Recipient accepts that the starting dates of the retention period are as follows:

   a. General- When grant support is continued or renewed annually or at other intervals, the retention period for the records of each funding period starts on the day the Recipient submits to the Division its last expenditure report for that period. If grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the Recipient submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the Recipient submits its final expenditure report as part of the closeout package.
   b. Real Property and Equipment Records- The retention period for real property and equipment records starts from the date of disposition or replacement or transfer (as applicable) at the direction of the awarding agency.
   c. Records for income transactions after grant or subgrant support- In instances where the Recipient earned income after the period of grant support, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

d. Indirect cost rate proposals, cost allocation plans, and similar accounting computations of rates at which costs are charged- If the proposal, plan or other computation is required to be submitted to the Division to form the basis for the negotiation of the rate, the 3-year retention period starts from the date of such submission. If the proposal, plan or other computation is not required to be submitted to the Division for negotiation of the rate, the 3-year retention period starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan or other computation.

3. Substitution of microfilm- Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

4. Records to be maintained-

   a. At a minimum, the Recipient's closeout file should contain a copy of this closeout package as well as all applicable documents listed on pages 32-35 of the Katrina Community Development Block Grant Program Implementation Manual.
   b. Equipment- Per 24 CFR Part 85.32(d), property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
   c. Real Property- Records to be retained include, but are not limited to, documentation of the acquisition, improvement, use and disposition of real property acquired or improved with CDBG assistance.

Flood Insurance Coverage

Pursuant to 24 CFR Subsection 570.509(c)(4)(iv), if applicable, the Recipient shall ensure that flood insurance coverage for property owners is maintained for the mandatory period for the grant program.

Certificate of Completion

It is hereby certified that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Recipient Performance Certification Report

It is hereby certified that all planned and actual beneficiaries, and the planned and actual low-to-moderate-income beneficiaries as stated on the Recipient Performance Certification Report are, to the best of my knowledge, true and correct as of this date.

Ethnic Beneficiary Information

It is hereby certified that the information provided in the Ethnic Beneficiary form is, to the best of my knowledge, true and correct.

Outstanding Claimants List

It is hereby certified that the information as stated in the Outstanding Claimants List is, to the best of my knowledge, true and correct.

Inventory and Program Income Form

It is hereby certified that the information as stated in the Inventory and Program Income form is, to the best of my knowledge, true and correct.

Certificate of Recipient Compliance

It is hereby certified that the information as stated in the Certificate of Recipient Compliance form is, to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

It is hereby certified that the information as stated in the Final Request for Cash Consolidated Support Sheet is, to the best of my knowledge, true and correct. It is also hereby certified that all requests for cash have been submitted to the MDA-DRD.

Final MDA-DRD Quarterly Report

It is hereby certified that the information in the final attached MDA-DRD Quarterly Report is, to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, this Agreement and Certification of Contract Compliance between the Recipient and the Division has been executed this 3rd day of September, 2019.

City of Starkville, Mississippi ______________
RECIPIENT

____
BY SIGNATORY OFFICIAL

Mayor ________________________________
TITLE

September 3, 2019 ______________________
DATE

WITNESSED BY:

1.________________________________

2.________________________________

MISSISSIPPI DEVELOPMENT AUTHORITY DISASTER RECOVERY DIVISION:

BY SIGNATORY OFFICIAL________________________________

TITLE____

DATE____

PUBLIC WORKS: STREETS

Section 1: Traffic Signs: High Intensity grade Scothlight, must meet all applicable State and Federal Highway Specifations

	G&C SUPPLY	VULCAN SIGNS	CROSS-WAY TRUCKING	CPC	GT MILL SVC	NUNLEY TRUCKING
12" x 6"	4.11	2.63		3.75		
12" x 18"	8.96	7.59		9.29		
12" x 36"	13.50	14.52		15.21		
18" x 18"	11.08	11.36		12.42		
18" x 24"	14.40	14.52		15.21		
24" x 24"	18.88	19.36		20.28		
24" x 30"	22.82	24.20		25.24		
30" x 30"	28.21	30.25		30.67		
36" x 36"	42.30	43.56		44.32		
48" x 24"	36.68	38.72		39.26		
48" x 48"	88.00	77.44		77.15		
24" x 24" stop sign	17.83	18.33		21.00		
30" x 30" stop sign	27.20	28.65		29.59		
36" x 36" stop sign	41.14	41.25		43.67		
30" yield	19.25	15.34		16.45		
36" yield	25.63	20.91		21.56		

Section 2: Street Sign Blanks (Aluminum, No Holes)					
6x18x0.080	2.45	2.22		2.71	
6x24x0.080	3.25	2.89		3.55	
6x30x0.080	4.20	3.48		4.41	
6x36x0.080	4.98	4.27		4.79	
6x48x0.080	6.70	5.59		6.29	
Section 3: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)					
24"x24" Stop Sign	6.46	7.20		10.00	
30"30" Stop Sign	9.97	11.25		13.17	
36"x36" Stop Sign	14.27	16.20		19.43	
30" Yield	9.97	11.25		8.65	
36" Yield	14.27	16.20		11.90	
Section 4: Sheet Vinyl					
6" rool x 50yd white eng grade	82.84	74.29		117.25	
6"roll x 50 yd black sheet vinly with application tape on front	144.69	96.00		161.99	

Section 5: Assorted U-Channel Posts:					
U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted ordered in lots of 25 or 50					
7 foot	13.23	15.70		NB	
8 foot	15.12	17.95		18.50	
9 foot	17.01	20.19		NB	
10 foot	18.96	22.44		23.12	
12 foot	22.68	26.93		27.74	
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50					
7 foot	12.25	12.02		NB	
8 foot	11.60	13.74		14.15	
9 foot	13.05	15.45		NB	
10 foot	14.53	17.17		17.69	
12 foot	17.40	20.60		21.22	
U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12					
10 foot	18.96	22.44		32.49	
12 foot	22.68	26.93		38.98	

U-Channel Posts: Galvanized Steel (2lbs/ft), painted green, ordered in lots of 12					
10 foot	14.53	17.17		25.11	
12 foot	17.40	20.60		30.12	
Section 6: 4-way intersection name signs:					
Galvanized Steel: Black on white baked enamel on					
Mounted with embossed lettering & border					
On heavy-duty interlocking brackets					
Section 7: Street name posts: tubular, galvanized					
2-3/8"x11"	20.91	23.23			
2-3/8" O.D. pipe caps	3.90	3.96			
90 degree cross plates (Vulcan signs VSS-2 or equivalent)	3.90	4.20			
Vulcan signs VSS-2 or equivalen					
Section 8: fill material, Delivered					
Clay gravel					
Ton/Cu yard	NB/1				NB/30.00
Washed gravel					
Ton/Cu yard	NB/1				30.50/NB
Pea gravel					

Ton/Cu yard	NB/1				30.50/NB
Road gravel					
Ton/Cu yard	NB/1			10 TON NOT DELIVERED	30.50/NB
Fill soil					
Ton/Cu yard	NB/1				
Top soil					
Ton/Cu yard	NB/1				
Fill dirt (select)					
Ton/Cu yard	NB/1				
River sand					
Ton/Cu yard	NB/1				30.50/NB
MDOT Class C Bedding Material					
Ton					34.85 3" LS
Fill dirt (local pit, select, loaded, & hauled by city personnel					
Ton/Cu yard					
Crushed Limestone #5					
Ton/Cu yard			38.85		33.25
Crushed Limestone #6					
Ton/Cu yard			37.10		31.25
Crushed Limestone #7					
Ton/Cu yard			37.80		33.25
Crushed Limestone #9					
Ton/Cu yard			34.10		34.25

Crushed Limestone #610					
Ton/Cu yard			37.10		30.90
Rip Rap-size 100 lb					
Ton/Cu yard			39.40		36.25
Rip Rap-size 200 lb					
Ton/Cu yard			39.40		37.25

End of section: Street Department

PUBLIC WORKS: SANITATION

Section 1: Front loading refuse containers (truck load quality)- All containers- Slant MF 2 Blk, Maroon-color 67.

	PLUM CREEK			
2 cubic yard( ) painted	420.00			
4 cubic yard( ) painted	600.00			
6 cubic yard( ) painted	745.00			
8 cubic yard( ) painted	950.00			

Section 2: Front – Loading refuse Containers (material-Polyethylene) – All containers - Slant MF 2 Blk, Maroon-color 67.

2 cubic yard( ) painted	697.00			
4 cubic yard( ) painted	1255.00			
6 cubic yard( ) painted	1571.00			
8 cubic yard( ) painted	1800.00			

Section 3: Residential Heavy Duty 2 Wheeled Recycling Containers – Compatible with automatic and semi-automatic curbside collections. Blue with attached lid, white recycling arrow on the front, “SES and up to 4 numbers on the side. Addition information may be included.

64 gallon	55.00			

End of section: Sanitation Department

9. CONSIDERATION OF $533.00 REIMBURSEMENT FOR COLEMAN NORMAN'S SUMMER 2019 CLASSES TOWARD THE FIRE PROTECTION TECHNOLOGY DEGREE, TAKEN UNDER THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "approval of reimbursement of $533.00 for Coleman Norman's Summer 2019 classes toward the Fire Protection Technology degree, taken under the City of Starkville Educational Assistance Program" is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ALLOW QUINN DIRT SERVICE PERMISSION TO CONSTRUCT A 50 X 60 DIRT PAD AT FIRE STATION 5 TO BE USED FOR A FUTURE STORAGE BUILDING FOR A COST OF $6,000.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "approval of permission to allow Quinn Dirt Service permission to construct a 50 X 60 dirt pad to be used for a future storage building for a cost of $6,000, the lowest of the two quotes" is enumerated, this consent item is thereby approved.

Two quotes received: Quinn Dirt Service - $6,000.00 and Southern Dirt Company - $9,100.00

11. CONSIDERATION OF APPROVAL TO HIRE CHASE BAIR AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to hire Chase Bair as an Entry Level Firefighter in the Starkville Fire Department" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION TO HIRE JAVONTE HARRIS AS MAINTENANCE WORKER II IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to hire Javonte Harris as Maintenance Worker II in the Sanitation/Environmental Services Department" is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AUTHORIZATION TO HIRE NOAH BRANDON AS A CIVIL ENGINEER INTERN IN THE ENGINEERING DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to hire Noah Brandon as a part time Civil Engineer Intern in the Engineering Department" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ALLOW CORPORAL CHARLIE JONES TO ATTEND SAFARILAND LESS LETHAL INSTRUCTOR COURSE IN RINGGOLD, GA SEPTEMBER 11 – 13, AT A COST NOT TO EXCEED $750.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "approval for Corporal Charlie Jones to attend Safariland Less Lethal Instructor Course in Ringgold, GA, at a cost not to exceed $750.00" is enumerated, this consent item is thereby approved.

15. REQUEST AUTHORIZATION OF RENEWAL OF AGREEMENT WITH PINELAKE CHURCH, INC., AND THE CITY OF STARKVILLE POLICE DEPT.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "approval of renewal of the Contract for Traffic Control and Security Services between Pinelake Church and the City of Starkville, pursuant to Mississippi Code Section 17-25-11, on a finding that allowing Starkville Police Officers to provide private off-duty traffic control and security duties during worship times at the church, and to wear their official uniform and firearm while in the performance of those duties, is not likely to bring disrepute to the City, the Starkville Police Department, or the officers involved, and that this arrangement promotes the public interest" is enumerated, this consent item is thereby approved. (Contract follows this page)

16. CONSIDERATION TO ADVERTISE FOR THE ANNUAL PURCHASE OF 13,000 ROLLS OF GARBAGE BAGS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "approval to advertise for the annual purchase of 13,000 rolls of garbage bags" is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO DECLARE THE SANITATION AND ENVIRONMENTAL DEPARTMENT'S M108S 2011 KUBOTA TRACTOR (SERIAL NUMBER 71921) AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER AND TO PURCHASE A 2019 EXMARK LAZER Z DIESEL MOWER, STATE CONTRACT# 82-0004368, AT A COST OF $32,325.00 AND DIRECT CITY CLERK TO ADVERTISE FOR FINANCING QUOTES.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "approval to declare the Environmental Department's M108S Kubota Tractor (Serial Number 71921) as surplus property, advertise for sale, and sell to the highest bidder and to purchase a 2019 Exmark Lazer Z Diesel Mower, State Contract# 82-0004368, at a cost of $32,325.00 and direct the City Clerk to advertise for financing quotes" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2003 FORD F-350 (VIN: 1FTSW30S23EC57520) PICKUP TRUCK AS SURPLUS AND TO AUCTION AND SELL ON GOVDEALS, AND AUTHORIZATION TO PURCHASE A VEHICLE REPLACEMENT FROM STATE CONTRACT AT A COST OF $24,666.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to declare the Water Division 2003 Ford F-350 (vin: 1FTSW30S23EC57520) pickup truck as surplus and to auction and sell on govdeals, and authorization to purchase a vehicle replacement from state contract at a cost of $24,666.00" is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO DECLARE THE PITNEY BOWES POSTAGE MACHINE, MODEL 3C00/4C00/6C00, SERIAL NUMBER 0867544 AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to declare the Pitney Bowes Postage Machine, Model 3C00/4C00/6C00, Serial Number 0867544 as surplus property, advertise for sale, and sell to the highest bidder" is enumerated, this consent item is thereby approved.

CONTRACT FOR TRAFFIC CONTROL AND SECURITY GUARD SERVICES

THIS AGREEMENT (this "Agreement") is made the 3rd day of September, 2019, by and between the City of Starkville, Mississippi, a municipal corporation of the State of Mississippi (hereinafter referred to as the "City"), and Pinelake Church, Inc., a Mississippi corporation (hereinafter referred to as the "Church").

WHEREAS, the City has and maintains the Starkville Police Department (hereinafter referred to as the "Department");

WHEREAS, the Department has the authority to provide police services, including the direction and control of vehicular traffic upon streets and highways located within the City of Starkville, Mississippi;

WHEREAS, pursuant to Miss. Code Ann. § 17-25-11, certified law enforcement officers employed by the Department may wear the official uniform and other Department issued gear while performing private security services during off-duty hours;

WHEREAS, pursuant to Miss. Code Ann. § 17-25-11, such proposed employment is not likely to bring disrepute to the City, the Department, the officer, or law enforcement generally, and the use of the official uniform and gear in the discharge of the officer's private security endeavor promotes the public interest;

WHEREAS, under these parameters, the City is entitled to enter into police and traffic control agreements with private entities requiring such services and to enter into agreements to allow the officers to obtain compensation to defray the costs of such services; and

WHEREAS, the Church desires to enter into such an agreement for such services in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. SERVICES PROVIDED BY THE DEPARTMENT. Subject to the terms and conditions of this Agreement, the Department's officers shall, from time to time, provide traffic control and direction and security during specified times and locations determined by the Church in the vicinity of the Church's Sunday services in the City.

2. PERSONNEL, TRAINING AND EXPERIENCE. The Department will allow qualified police personnel ("Police Personnel") to provide such services. Such Police Personnel shall perform such services in their discretion based on their experience and expertise.

3. INDEPENDENT CONTRACTOR(S). The Police Personnel performing services under this Agreement shall at all times be acting as an independent contractor, and no such Police Personnel shall at any time be deemed to be an employee of the Church.

4. TIME OF SERVICES. The regular time of service will be each Sunday as directed by the Church. Police Personnel providing services under this Agreement will be required to complete and return to the Church a time sheet. Police Personnel performing duties under this Agreement shall dress in their regular police uniform that designates them as a uniformed police officer of the City and, in addition to possessing any other Department issued gear, shall carry a Church security radio on their person while performing duties hereunder, with such security radio monitoring the Church's designated security channel. In addition to traffic duties, the Police Personnel shall patrol the Church parking lot when not performing traffic control and direction duties hereunder.

5. COMPENSATION FOR SERVICES. The Church shall compensate the Police Personnel for each member's service at the rate of Thirty Dollars ($30.00) per hour or One

Hundred Twenty Dollars ($120.00) for the four (4) hour regular times of service each week. Such compensation shall be remitted directly to each of the Police Personnel performing services hereunder, and each such Police Personnel shall execute and deliver a W-9 to the Church prior to performing services hereunder.

7. TERM. This Agreement shall be for a one year term but may be cancelled at any time at the option of the Church or the City provided that notice of such cancellation shall be given in writing to the other at least thirty (30) days prior to such cancellation. The City and the Church may renew this Agreement for successive one year terms by execution of a mutual written agreement each year.

8. NO ASSIGNMENT. Neither party may assign this Agreement, nor shall either party assign any of its obligations to perform hereunder, it being understood and agreed between the parties that this Agreement and the services and other obligations to be performed hereunder constitute a contract with the municipal government for specialized services.

9. NOTICES. Any notices required to be given to parties pursuant to this Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed to the following respective addresses:

In the case of the City:

Starkville Police Department
Attn: Chief of Police
101 Lampkin Street
Starkville, MS 39759

In the case of the Church:

Pinelake Church, Inc.
Attn: Rod Cadenhead
Executive Pastor of Operations
6071 Highway 25
Brandon, MS 39047

10. COMPLIANCE WITH LAWS/ VENUE. This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of the Starkville Police Department and shall be governed by the laws of the State of Mississippi, including Miss. Code Ann. § 17-25-11. The venue of any legal action or proceeding arising under this Agreement shall be a court of competent jurisdiction located in Oktibbeha, Mississippi.

11. LIMITATION OF LIABILITY AND INDEMNITY. Pursuant to Miss. Code Ann. § 17-25-11, acts and omissions of Police Personnel in the discharge of their duties under this Agreement shall be deemed to be the acts and omissions of the Church and not the acts and omissions of the City or Department. The Church shall hold harmless the City, Department, and Police Personnel, and fully defend and indemnify them from any expense or loss, including attorney's fees, which results from any action taken against the City, Department or Police Personnel arising out of the acts or omissions of the Police Personnel in performing their duties for the Church under this Agreement. Neither the City, nor the Department, nor the Police Personnel, shall be liable for acts or omissions of the Police Personnel in the performance of their duties for the Church under this Agreement.

12. INVALIDITY OF PROVISION. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

13. MODIFICATION OF AGREEMENT. Any modification of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be

binding only if evidenced in writing signed by each party or any authorized representative of each party.

14. HEADINGS. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

16. BINDING AUTHORITY. Each of the signatories to this Agreement represent that each has full authority to enter into the foregoing Agreement on behalf of the party represented herein, and that all corporate action has been taken by the governing board/membership to duly authorize the execution and performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies as of the date and year first above written.

CITY OF STARKVILLE, MISSISSIPPI
By: [signature]
Print Name: D. Lynn Spruill
Print Title: Mayor

PINELAKE CHURCH, INC.
By: Rod Cadenhead
Print Name: Rod Cadenhead
Print Title: Executive Pastor of Operations

20. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 1994 FORD RANGER (VIN: 1FTCR10X3RUC71565), 1998 CHEVY DUMP TRUCK (VIN: 1GBHR34KXJJ118525) AND THE 1998 DODGE 1500 (VIN: 1B7HC16Y9XS175679) AND THE ELECTRIC DIVISION 1993 CROWN VICTORIA (VIN: 2FALP71W2RX118494), 1995 FORD RANGER (VIN: 1FTCR14X9SPA77640) AND 2002 FORD RANGER (VIN: 1GCCS19W728177718) AS SURPLUS AND TO AUCTION ON GOVDEALS, AND AUTHORIZATION TO PURCHASE AN ELECTRIC VEHICLE REPLACEMENT IN THE AMOUNT OF $32,050.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to declare the Water Division 1994 Ford Ranger (vin: 1FTCR10X3RUC71565), 1998 Chevy Dump Truck (vin: 1GBHR34KXJJ118525) and the 1998 Dodge 1500 (vin: 1B7HC16Y9XS175679) and the Electric Division 1993 Crown Victoria (vin:2FALP71W2RX118494), 1995 Ford Ranger (vin: 1FTCR14X9SPA77640) and 2002 Ford Ranger (vin: 1GCCS19W728177718) as surplus and to auction on govdeals, and authorization to purchase an electric vehicle replacement in the amount of $32,050.00" is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION FOR JACOB FORRESTER OF STARKVILLE UTILITIES TO TRAVEL TO SAN ANTONIO, TX TO ATTEND THE AMERICAN PUBLIC POWER ASSOCIATION (APPA) LEADERSHIP SUMMIT ON OCTOBER 1-2, 2019 WITH COSTS NOT TO EXCEED $2,500.00 (REGISTRATION, LODGING, MEALS, AND TRAVEL).

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "authorization for Jacob Forrester of Starkville Utilities to travel to San Antonio, TX to attend the American Public Power Association (APPA) Leadership Summit on October 1-2, 2019, with costs associated with the trip not to exceed $2,500.00" is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION TO ENTER A RENTAL AGREEMENT FOR TWO (2) 20 HP AND ONE (1) 15 HP S&N AIROFLO FLEX DRIVE HOT DIPPED GALVANIZED HORIZONTAL FLOATING BRUSH ROTOR FROM S&N AIROFLO INC. IN THE AMOUNT $17,457.00 FOR THE FIRST THREE (3) MONTHS.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "approval of a rental agreement for two (2) 20 HP and one (1) 15 HP S&N Airoflo Flex Drive Hot Dipped Galvanized Horizontal Floating Brush Rotor from S&N Airoflo Inc. in the amount $17,457.00 for the first three (3) months" is enumerated, this consent item is thereby approved. (Rental Agreement follows this page)

Two quotes were received: S&N Airoflo - $17,457.00 and General Pump - $22,750.00

23. REQUEST AUTHORIZATION TO ACCEPT HAWK SCADA, ONLY COMPANY TO SUBMIT A PROPOSAL, RFQ FOR SCADA INTEGRATION, MAINTENANCE AND SUPPORT SERVICES FOR THE WASTEWATER PLANT AND LIFT STATION.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to accept Hawk SCADA RFQ, the sole proposal received, for SCADA Integration, Maintenance and Support Services for the wastewater plant and lift station" is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO ENTER INTO A LONG-TERM POWER CONTRACT AMENDMENT WITH THE TENNESSEE VALLEY AUTHORITY (TVA).

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "authorization for the City of Starkville to enter into a Long-Term Power Contract amendment with the Tennessee Valley Authority (TVA)" is enumerated, this consent item is thereby approved. (TVA Contract follows Airoflo rental agreement)

S&N AIROFLO
The Source for Floating WWT Equipment
Brush Rotors - Mixers - Polishing RBC's

ETEC
ENVIRONMENTAL TECHNICAL SALES, INC.

QUOTE NO. R081519

To: Samuel L. Agnew
President
ETEC

Date: August 15, 2019

Project: Starkville MS WWTP

Subject: Rental of S&N Airoflo Aeration Equipment for Waste Water Treatment

SCOPE OF SUPPLY

S&N Airoflo™ is pleased to submit a proposal for the supply of the following equipment and / or services:

Floating Brush Rotor(s)

RENTAL ITEM:

Two (2) 20 HP S&N Airoflo Flex Drive Hot Dipped Galvanized Horizontal Floating Brush Rotor

One (1) 15 HP S&N Airoflo Flex Drive Hot Dipped Galvanized Horizontal Floating Brush Rotor

Scope:

S&N Airoflo will ship and deliver rental units to assemble, install, and connect to the existing electrical power (See Electrical on Page 2), adjacent to the rotor anchoring system.
Unit should not require maintenance during the first twelve (12) months of operation and Airoflo will be responsible for any issue of concern during this

period. Maintenance beyond this time will be discussed. Airoflo will provide corresponding O&M Manual for required maintenance documentation. This maintenance consideration and proposal would not cover or include acts of God, Nature, Theft, or Vandalism.

Customer Responsibility:

- **Lifting Equipment:** **Adequate Lifting equipment and Operator for Loading, Unloading, and Installation Assistance is required. Installation will require off-road lifting equipment rated at a minimum of 4,000 lbs. at its extended reach. NO COST FOR LIFTING EQUIPMENT IS INCLUDED IN THIS QUOTE.**

Electrical & Panel Boxes: TO BE VERIFIED

If the existing electrical includes NEMA Starters, heaters will have to be installed for protection of our motors. The following existing electrical components must be verified on site. SEE PANEL PROVISION INCLUDED IN PRICING:

*SEE FILE

Representative Signature

- *Panel Box Needed? (Yes or No) :* Per Todd – Site Visit
- *Voltage on site for equipment:* ________ 08/21/2019
- *Overload rated for HP quote:* ________ *
- *Motor Protection (Brand, Type, Size):* ________
- *Location of Power termination (Motor Control Center / Disconnect)*

Required electrical information listed above will need to be provided by client prior to rental and delivery in order to execute the agreement. S&N cannot go by verbal instructions any longer.

NOTES: Panels, Disconnects, Motor Protection and/or additional wiring may be added at additional costs with input from client in regards to equipment layout and drawings prior to installation.

NOTE: S&N will not dispatch until all items on this form are filled out and signed off by a responsible representative of the customer.

Transportation and Installation:

- **Rental of more than two units will require additional freight cost.**
- **Labor is based on travel time one direction and "on site" time…the quote covers both the install and the retrieval.**

Pricing:

Item 1 - The Three (3) Units as described will rent for $800.00 per month each with a 3 month minimum with additional months costing $800.00 each.
A Total of $ 7,200 .00

Item 2 – Duplex 20HP Motor Control Panel w/ Motor Protection
Simplex 15HP Motor Control Panel w/ Motor Protection
3 x Power Cable – Estimated at 150' or less…
One Time Rental Charge…$ 1, 435.00

Item 3 - Mileage for Installation… $ 3.25 per mile for one direction @ 88 miles
A Total of $ 286.00

Item 4 - Labor for Travel and Installation… $1,650.00 per day (2 technicians) for 3 days – includes 3 day travel and on site :
A Total of $ 4, 950.00

Item 5 - Mileage for Retrieval…$ 3.25 per mile for one direction @ 88 miles:
A Total of $ 286.00

Item 6 - Labor for Travel and Retrieval…$1,650.00 per day (2 technicians) for 2 days: A Total of 3, 300.00

Total Rental Cost (Due Upon Delivery)……… $ 17, 457.00

Notes:

1. **Rental Installation will include standard cable mount with site specific hardware.** ***Any deviation or additional material cost discovered will be billed to the client upon review after installation complete.***

2. **Units to be connected to existing electrical provided.** ***Any additional cost incurred will be billed to the client upon review after installation.***

S&N AIROFLO

The Source for Floating WWT Equipment
Brush Rotors - Mixers - Polishing RBC's

RENTAL AUTHORIZATION

This document authorizes S & N Airoflo, Inc. to provide the items for rent as listed per the above written **Quote R081519 - $ 17, 457.00**

Total Rent is due on the day of Delivery of the Rental Unit.

Authorized Personnel: ______________________________
City of Starkville, MS Representative (Signature)

____
City of Starkville, MS Representative (Print Signature)

Approval Date: ______________________________

R H Norris

Buster Norris

S&N AIROFLO, INC.

662.455.2804

bnorris@airoflo.com

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LONG-TERM AGREEMENT

TV-48326A, Supp. No. 89

This Agreement is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**"), a Mississippi municipal corporation, and TENNESSEE VALLEY AUTHORITY ("**TVA**"), a corporate agency and instrumentality of the United States of America, created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended.

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

The parties hereby agree to amend the Power Contract to increase the length of and strengthen the contractual relationship to help ensure the long-term success of the public power model, as follows:

SECTION 1 - NOTICE OF POWER CONTRACT TERMINATION

The section of the Power Contract entitled "Term of Contract" is hereby replaced, in its entirety, with the following:

> This contract is effective as of March 1, 1978, and will continue in effect for an initial term of 20 years from March 1, 1978, provided, however, that beginning on the first anniversary of said effective date, and on each subsequent anniversary thereof (whether falling during said initial term or any renewal term as provided for herein), this contract shall be extended automatically without further action of the parties for an additional 1-year renewal term beyond its then-existing time of expiration. Notwithstanding any other provision of this section, Municipality may terminate this contract at any time upon not less than 20 years' prior written notice, and TVA may terminate this contract upon not less than 20 years' prior written notice. If Municipality delivers a notice of termination to TVA, as stated above, then from and after its date of receipt of such notice, TVA will have no obligation to make or complete any additions to or changes in any transformation or transmission facilities for service to Municipality, unless (by means of a fully-executed amendment to this contract) Municipality agrees to reimburse TVA for its non-recoverable costs in connection with the making or completion of such additions or changes.

SECTION 2 - BENEFITS

Under the section of the Power Contract entitled "Power Supply," TVA commits to provide all of the power supplied to consumers in the Distributor's service area, at rates as low as feasible, consistent with the public power model. Recognizing the 20-year initial term and the 20-years' termination notice provision established in section 1 of this Agreement, and the other mutual commitments stated in this Agreement, the parties agree to the following:

(a) For purposes of this Agreement, "**Applicable Rates**" means base rates that are subject to adjustment and are supplied by TVA in accordance with: the "Standard Service" section of the Wholesale Power Rate--Schedule WS (currently on-peak demand, maximum demand, grid access, and non-fuel energy charges), and Schedule TDGSA and Schedule TDMSA only (currently on-peak demand, maximum demand, and all non-fuel energy charges), of the "TOU Service" section of the Wholesale Power Rate--Schedule WS.

Beginning with the first full billing month following the Effective Date, TVA will apply a credit to the Distributor's monthly power invoice equal to 3.1% of the amount that Distributor pays TVA through the Applicable Rates ("**Wholesale Credit**").

Beginning in the TVA fiscal year during which TVA first pays the Wholesale Credit to Distributor, if both of the following conditions occur:

1) TVA increases the Applicable Rates: (i) by more than 10% (calculated based on the adjustment to Applicable Rates that is applied across all power distributors served by TVA) during any consecutive five-fiscal-year period that begins after the Effective Date and occurs within 20 years of the Effective Date, compared to the Applicable Rates that are applied as of the end of the TVA fiscal year immediately preceding that consecutive five-year period, or (ii) by more than 5% (calculated based on the adjustment to Applicable Rates that is applied across all power distributors served by TVA), compared to the Applicable Rates that are applied as of the end of TVA fiscal year 2019, prior to September 30, 2024; and

2) the parties, after good faith negotiations for up to 180 days after the date that either condition described in subsection 2(a)(1) of this Agreement is met, fail to re-negotiate the terms of this Agreement;

then, if Distributor notifies TVA in writing within 60 days from the end of the 180 day period established in subsection 2(a)(2) of this Agreement, the parties will execute an amendment to the Power Contract, which reduces the termination notice period in subsection (a) of the "Term of Contract" section of the Power Contract to 10 years, and this Agreement will terminate.

(b) No calculation or determination of Applicable Rates, or any increases or adjustments to Applicable Rates, described in or occurring pursuant to subsection 2(a)(1) of this Agreement, will include or account for rate changes, or changes in the fuel cost adjustment, which apply to or impact Distributor during the term of the Power Contract.

(c) If Distributor delivers a notice of termination to TVA under the "Term of Contract" section of the Power Contract, then, as of the first full billing month following TVA's receipt of said notice, section 2 of this Agreement will terminate, except that the then-effective Wholesale Credit will be reduced and phased out in equal percentages over each of the following 10 years, with the first equal percentage reduction beginning on the first day of the billing month immediately after Distributor delivers a notice of termination to TVA and reducing to 0% on the first day of the billing month that is 121 months after Distributor delivers such notice.

(d) During the term of this Agreement, TVA will notify Distributor in writing of additional benefits that TVA elects, in its sole discretion (for example but without limitation, adjustment of the Wholesale Credit percentage above 3.1%), to offer to other distributors of TVA power because they have executed a similar long-term agreement. Distributor will receive the additional benefits, unless Distributor declines by written response to TVA within 90 days of Distributor's receipt of TVA's notice. In addition, TVA will establish a process of engagement with Distributor for strategic resource and financial planning decisions.

(e) TVA commits to collaborating with Distributor (and other distributors of TVA power who have executed a similar long-term agreement) to develop and provide enhanced power supply flexibility, with mutually agreed-upon pricing structures, for 3-5% of Distributor's energy, by no later than October 1, 2021. If in either of the following cases: (i) TVA does not fulfill its commitment to propose a power supply flexibility solution by the date stated above; or (ii) Distributor does not agree to the TVA-proposed power supply flexibility solution, then, Distributor may elect, by written notice to TVA not later than 90 days from the TVA Board approved implementation date, to terminate this Agreement. Upon Distributor's payment to TVA of an amount equal to 50% of the sum of all Wholesale Credit amounts received by Distributor pursuant to subsection 2(a), this Agreement terminates. The payment amount due from Distributor to TVA under this subsection 2(e) will be calculated as of the date TVA receives said notice.

SECTION 3 - EVENTS OF DEFAULT AND REMEDIES

(a) **Assignment.** "**Assign**" or "**Assignment**" means a party's transfer or disposal of this Agreement, in whole or in part, or any interest in it, to any person or entity that is not a party, including use of this Agreement or any payment or performance obligations under it as collateral.

(b) **Distributor Events of Default.** An event of default, with respect to Distributor, means one or more of the following:

1) A sale or transfer of all, or substantially all, of Distributor's tangible or intangible assets that results in a reduction in load served by TVA;
2) Distributor's sale or supply of power not supplied by TVA, or Distributor's facilitation of the sale or consumption of power not supplied by TVA by any Distributor affiliate or third party, to or by any end-use customer in Distributor's service area, without TVA's consent prior to the Effective Date or advanced written consent after the Effective Date; or
3) Distributor's Assignment of the Power Contract without TVA's prior written consent.

(c) **TVA Events of Default.** An event of default, with respect to TVA, means one or more of the following:

1) TVA's breach of its obligations or commitments in subsection 5(a) of this Agreement; or
2) TVA's Assignment of the Power Contract without Distributor's prior written consent.

(d) **Notice.** If an event of default occurs, and the defaulting party does not cure its event(s) of default within 60 days of receipt of written notice from the non-defaulting party, then (as applicable) the non-defaulting party may exercise any of the remedies stated in subsection 3(e) of this Agreement, in addition to those remedies available under the Power Contract or pursuant to Applicable Laws.

"**Applicable Laws**" means those U.S. federal and state laws, regulations, and judicial or administrative decisions, orders (including, without limitation, administrative authority or commission consent orders and confirmatory orders) or injunctions, or any other legal pronouncements of a U.S. federal governmental authority that have the force or effect of law; provided, however, that in no event shall this provision be interpreted as subjecting TVA to any state or federal laws, including any remedies available under such laws, that otherwise do not apply to TVA.

(e) **Remedies.**

1) Distributor must pay TVA an amount equal to TVA's actual or estimated losses of revenue and load served, and for all actual or estimated expenses incurred by TVA and resulting from Distributor event(s) of default (subsection 3(b) of this Agreement), including attorneys' fees and other regulatory or administrative costs, measured from the date that any event of default first occurs, and over the remaining term of the Power Contract.

2) TVA must pay Distributor an amount equal to the increase in Distributor's actual or estimated costs paid for electric power production and transmission (including wheeling, if applicable), resulting from a TVA event(s) of default (subsection 3(c) of this Agreement), including attorneys' fees and other regulatory or administrative costs, measured from the date that any event of default first occurs, and over the remaining term of the Power Contract, provided that Distributor's claims to payment of any such amounts upon a TVA event of default are subordinate to TVA's prior satisfaction of any and all obligations it has to the holder of any bonds or other financing obligations issued or entered into by TVA, either before or after the Effective Date.

3) The non-defaulting party may, by separate written notice to the defaulting party, terminate this Agreement if one or more of the defaulting party's event(s) of default occurs.

(f) **Mutual Waiver.** Neither party's waiver of the other party's breach of the Power Contract, or failure to claim or enforce its remedies upon an event of default in this Agreement, will be construed to waive any other or subsequent breach or right to claim or enforce an event of default. Neither party's acceptance nor consideration of any untimely notice or information from the other party waives any time limits or schedule deadlines stated in, or issued, or agreed upon pursuant to the Power Contract.

(g) **Rights and Remedies Cumulative.** Either party has the right to pursue any and all rights available under Applicable Laws in the event the other party fails to perform or otherwise breaches any term of the Power Contract not specifically referenced above. Except for the remedies upon event(s) of default, established in subsection 3(e) of this Agreement, all rights and remedies afforded either party under this Agreement are cumulative, in addition to every other right and remedy provided under the Power Contract, by law, or in equity.

SECTION 4 - SUPERSEDING AND VOIDING OF PRIOR AGREEMENTS

As of the Effective Date:

(a) In the event that the terms of this Agreement conflict with existing agreements between Distributor and TVA, the terms of this Agreement control; and

(b) the following is of no further force and effect:

1) TV-48326A, Supp. No. 17, effective November 1, 1989.

SECTION 5 - CHANGE IN LAW

(a) During the term of the Power Contract, TVA commits that, in the case of a disposal of any substantial portion of TVA's power generation or transmission properties, Distributor will not be charged rates for energy or transmission that are not established in accordance with the Tennessee Valley Authority Act, 16 U.S.C. § 831, *et seq.*, as amended and in effect on the Effective Date (specifically, but without limitation, Section 15d(f) of that statute) ("**TVA Act**").

(b) Nothing in this Agreement will be construed to limit the sovereign authority of the United States Congress, amend the TVA Act, or impair TVA's obligations under its bonds or other financing obligations, including its obligations under the Basic Tennessee Valley Authority Power Bond Resolution, as amended ("**Basic Bond Resolution**"). The charges for electric service under the Power Contract are currently established to recover the costs and financial obligations associated with investment to provide wholesale power service as required by the TVA Act, and the Basic Bond Resolution. In the event that a change in law impairs any contractual right, benefit, or interest of either party, or imposes any material increase in cost, or reduction in allocation of capacity or energy, or otherwise materially changes an obligation on either party under the Power Contract, the parties shall promptly meet and discuss in good faith regarding possible changes to the Power Contract to mitigate the impact of the change in law.

SECTION 6 - NOTICES

The parties will deem any notice required by this Agreement to be properly given if the required notice is delivered in writing to the address specified below: personally, by recognized overnight courier service, by United States Mail, postage prepaid, or by electronic mail.

To Distributor:	The Mayor of Starkville, Mississippi Starkville Utilities 200 North Lafayette Street Starkville, Mississippi 39759 Email: tkemp@starkvilleutilities.com
To TVA:	Director, Power Customer Contracts, WT 9D-K Tennessee Valley Authority 400 West Summit Hill Drive Knoxville, Tennessee 37902-1401 Email: contractnotices@tva.gov

Any party may change either the designation of any person or the address of any such person at any time and from time to time by similar notice.

SECTION 7 - SEVERABILITY

In the event that any provision of this Agreement is found to be legally unenforceable, such provision will be replaced with a substitute provision that most nearly reflects the original intentions of the parties and is legally enforceable, and the remainder of this Agreement will continue in full force and effect.

SECTION 8 - RELATIONSHIP OF THE PARTIES

No provision of this Agreement or the Power Contract creates or will be deemed to create an agency, partnership, joint venture between Distributor and TVA, or any business relationship between the parties other than that specifically stated in the Power Contract. Neither party has the power or authority to legally bind the other party, or to assume or create any express or implied obligation or responsibility on behalf of the other party.

SECTION 9 - RATIFICATION OF POWER CONTRACT

The parties hereby ratify and confirm that the Power Contract, as amended by this Agreement, is their continuing obligation.

The parties are signing this Agreement to be effective on the date of TVA's signature ("**Effective Date**").

CITY OF STARKVILLE, MISSISSIPPI

By ______________________

Title: Mayor D.Lynn Spruill

Date: 9-3-19

TENNESSEE VALLEY AUTHORITY

By ______________________
Director
Power Customer Contracts

25. REQUEST AUTHORIZATION TO UPGRADE MOBILE 311 TO THE PROVIDER'S NEWEST PLATFORM – ASSET ESSENTIALS, AND AUTHORIZATION TO ADD THE ELECTRIC MODULE ALONG WITH AN INVENTORY PROGRAM IN THE AMOUNT OF $25,798.00.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "authorization to upgrade Mobile 311 to the provider's newest platform – Asset Essentials, and authorization to add the Electric Module along with an inventory program in the amount of $25,798.00" is enumerated, this consent item is thereby approved.

Investment

Pricing based on population of 25,000

Subscription	
Asset Essentials	$5,849.00
- Streets/Signs/Sidewalks Module	$2,599.00
- Storm Water Module	$2,599.00
- Water Distribution and Waste Water Collection Module	$2,599.00
Asset Essentials Inventory	$1,953.00
- Electric and Gas Module	$2,599.00
Subscription Term: 12 months	**Subtotal:** $18,198.00

Implementation & Services	
1 Week (4 days) Onsite Consulting Package for 1Week(s)	$7,000.00
Equipment Import for 1 Sq. Ft.	$600.00
	Subtotal: $7,600.00
Total Initial Investment	**$25,798.00**

26. REQUEST AUTHORIZATION TO PROCEED AS AN EMERGENCY PURCHASE OF AN INSERT-A-VALVE IN THE AMOUNT OF $15,500.00 FOR THE LOCKSLEY WAY 12-INCH WATERMAIN BREAK PER MISSISSIPPI CODE SECTION 31-7-13(K) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, and adopted by the Board to approve the September 3, 2019 Official Agenda, and to accept items for consent, whereby the "approval to proceed as an emergency purchase for the Locksley Way 12-inch watermain break which required the purchase of an emergency insert-a-valve in the amount of $15,500.00 per Mississippi code section 31-7-13 (k) and that an emergency exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill introduced new Sanitation and Environmental Services employees Gregory Grayer, Eriq Purnell and Roger Richardson. She then thanked the Utility department for their work and long hours during a recent water main break.

BOARD OF ALDERMEN COMMENTS:
Alderman Carver encouraged everyone to attend the upcoming Fall events in Starkville. September 4 is "Get Swept Up", September 6 is the Night Market and September 13 is City Wide Tail Gate to name a few.

Alderman Vaughn noted the walking track at the J. L. King Park is complete and open for walkers.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Mayor for her well wishes for his Mom's 90^{th} birthday. There is still some racing taking place, but seems to be less than in the past. He also inquired about the $1.50 monthly Landfill charge, which the Mayor explained.

Jessica Hill, representing the Starkville / Oktibbeha County Safe House, requested $5,000 be placed in the budget for their cause. They would like to use $1,500 for the Starkville Community Day to provide more activities for children and $3,500 towards a local Safe House Center.

Leah Ellis, Ward 5, expressed concern with the new turn arrows at Hwy 389 in that she feels MDOT painted the arrows toward what appears to be oncoming traffic. City Engineer Edward Kemp will take a look at the arrows and speak with MDOT.

PUBLIC APPEARANCES:

BOYS AND GIRLS CLUB, INC. – NADIA COLOM, CEO

Ms Nadia Colom discussed the history and the goals of the Boys and Girls Club, Inc. They provide many activities for the youth of the community and while having strong, competent volunteers and leaders, they are lacking a good facility. In the past year, 266 youth were served, but approximately 100 turned away due to limited facilities. They hope to construct a new facility in the next few years and would appreciate any assistance the City of Starkville could offer.

ANNUAL MSU STUDENT ASSOCIATION SALES TAX ALLOCATION DISTRIBUTION REPORT AND APPROVAL IN ACCORDANCE WITH SENATE BILL 3012 – DR. REGINA HYATT

MSU Student Body President Jake Manning and Vice President for Student Affairs Dr. Regina Hyatt presented the Fiscal Year 2020 budget. They discussed upcoming and past events of the Student Association and how the allocated portion of the 2% sales tax is spent in the community. The Fiscal Year 2018, Fiscal Year 2019 and the Proposed Fiscal Year 2020 budget as presented:

Proposed Distribution of 2020 Food & Beverage Sales Tax Allocation

Distribution:	FY2018	FY2019	Proposed FY2020
Music Maker Productions	$150,000	$150,000	$165,000
Bulldog Bash	$145,000	$170,000	$170,000
Cowbell Cabs	$20,000	$20,000	$5,000
Old Main Music Festival	$30,000	$30,000	$30,000
Lyceum Series	$60,000	$60,000	$60,000
Global Lecture Series	$20,000	$20,000	$20,000

PUBLIC HEARINGS:

PUBLIC HEARING ON TAX INCREMENT FINANCING PLAN FOR GARAN MANUFACTURING REDEVELOPMENT PROJECT

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

Dr. Richard Mullinax and Ms Leah Ellis spoke against the TIF.

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

SECOND PUBLIC HEARING ON THE FISCAL YEAR 2019-2020 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE

Alderman Sistrunk presented background on the proposed millage increase.

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

Chris Taylor spoke in favor of the tax increase, if the money goes to increased wages, staffing fire station 5 and less turnover in city employees.

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

27. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE HIGH SCHOOL TO HOLD THE 2019 HOMECOMING PARADE ON SEPTEMBER 30, 2019 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Alderman Walker, duly seconded by Alderman Carver, offered a motion to approve a Special Event request by Starkville High School to hold the 2019 Homecoming Parade on September 30, 2019 and have City participation with in-kind services. The Board voted as follows:

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

28. CONSIDERATION OF THE FISCAL YEAR TAX MILLAGE FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to take the item under advisement and for the Mayor to call for a budget work session Thursday, September 5, at 4 p.m. The Board voted as follows:

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

29. CONSIDERATION OF THE FISCAL YEAR 2019-2020 BUDGET FOR THE CITY OF STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to take the item under advisement and for the Mayor to call for a budget work session Thursday, September 5, at 4 p.m. The Board voted as follows:

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

30. DISCUSSION CONCERNING A BOARD-APPROVED SPECIAL EVENT.

Alderman Perkins asked Police Chief Nichols questions concerning the upcoming September 20 Bulldog Bash. At the time the Special Event permit was approved, the artist was not known. Since a larger crowd is now expected due to the popularity of the artist, the Police Chief will be staffing more security for the event.

Alderman Perkins stated he would like to see the Special Event Policy revisited in the near future.

31. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC PARK IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWENTY-FIVE MILLION DOLLARS ($25,000,000), AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve a Resolution declaring the intention of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, to issue general obligation public park improvement bonds of the municipality, issue a general obligation public improvement bond of the municipality for sale to the Mississippi development bank, or enter into a loan agreement with the Mississippi development bank, all in the maximum principal amount of twenty-five million dollars ($25,000,000), and for a term of any individual series not to exceed thirty (30) years, in one or more federally taxable or tax-exempt series, to provide funds for the authorized purposes; directing publication of notice of such intention; and related purposes.

The Board voted as follows:

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

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF TWENTY-FIVE MILLION DOLLARS ($25,000,000), IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED THIRTY (30) YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

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

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

"Act" shall mean House Bill No. 1565, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2019 and signed by the Governor (the "Governor") of the State on April 3, 2019 (the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State (together, the "Act").

"Special Tax Authorized Purpose" shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

"General Municipal Improvements Authorized Purpose" shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning and equipping the same; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping and adorning the same, including the constructing, repairing and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of ten (10) years.

On November 6, 2018, the Governing Body of the Municipality adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the "Special Sales Tax") for the "construction, maintenance, operation, and promotion of recreation and sports tournament facilities" within the Municipality.

On April 16, 2019, the Governing Body of the Municipality adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body of the Municipality adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy to the Mississippi Department of Revenue.

Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.

Pursuant to the Authority Act, the Governing Body of the Municipality is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the "Authorized Purposes"), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the "Bonds"), issuing a general obligation bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank"), or entering into a loan agreement and obtaining a loan from the Bank (the "Loan"), all in the maximum principal amount of Twenty-Five Million Dollars ($25,000,000), issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years.

The Municipality is authorized by the Municipal Improvements Act to issue the Bonds for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds to provide funds for the General Municipal Improvements Authorized Purpose.

The Municipality reasonably expects that it will incur expenditures for the Authorized

Purposes for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, and that it should declare its official intent to reimburse its general fund or special tax fund for all or a portion of such expenditures of the Authorized Purposes made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

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

SECTION 1. This resolution is adopted pursuant to the provisions of the Act.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Authority Act and the Municipal Improvements Act, to issue and sell the Qualified Obligation pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, or enter into the Loan with the Bank pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, all in the maximum principal amount of Twenty-Five Million Dollars ($25,000,000), for the Authorized Purposes.

SECTION 3. The Bonds, the Qualified Obligation, or the Loan, may be issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed thirty (30) years, and, if issued, may be payable from legally available revenues of the Municipality, including the Special Sales Tax.

SECTION 4. The Bonds and the Qualified Obligation may be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds according to the terms thereof; provided, however, that the Bonds and the Qualified Obligation issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body of the Municipality to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, October 1, 2019, at 5:30 o'clock p.m. Pursuant to the Act, if a petition signed by not less than ten percent (10%) of the qualified electors of the Municipality, or fifteen hundred (1,500), whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, at any time within a period of two (2) years after the date above specified, and may be sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than seven (7) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan.

SECTION 7. The City Clerk of the Municipality is hereby directed to procure from the publisher of the *The Starkville Daily News* the customary proof of publication of this resolution and to have the same before the Governing Body of the Municipality on the date and hour specified in Section 5 hereof.

SECTION 8. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse the Municipality's general fund or special tax fund for expenditures made for the Authorized Purposes prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 9. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds, the Qualified Obligation, or the Loan.

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein. All resolutions in conflict with this resolution are hereby amended and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 3rd day of August, 2019.

City of Starkville, Mississippi

____
Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk (seal)

Publication Instructions:
The Starkville Daily News
September 10, 2019; September 17, 2019; and September 24, 2019

32. CONSIDERATION OF A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019; AND FOR RELATED PURPOSES.

Chris Gouras, Principal Consultant for Gouras & Associates, LLC, on behalf of Castle Properties, LLC, discussed the proposed development at the current Garan Manufacturing site on highway 12. The project is expected to be a 90,000 square foot retail building.

Alderman Little, duly seconded by Alderman Carver, offered a motion to approve a Resolution approving the adoption and implementation of the tax increment financing plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019; and for related purposes.

The Board voted as follows:

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

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

The City Clerk reported that pursuant to a resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "City"), calling for a hearing to be held at 5:30 o'clock p.m., on September 3, 2019, with respect to the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019* (the "TIF Plan"), a copy of which is attached hereto as **Exhibit A**, she did cause such notice of the public hearing to be published on August 22, 2019 (as evidenced by the proof of publication on file in the office of the City Clerk and attached hereto as **Exhibit B**) in the *Starkville Daily News*, a newspaper having a general circulation in the City. The Mayor then called the meeting to order, and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the TIF Plan. At the conclusion of the public hearing, Alderman **___________** offered and moved the adoption of the following resolution:

A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF THE *TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019*; AND FOR RELATED PURPOSES.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "TIF Act"), the Governing Body of the City, on August 20, 2019, did adopt a certain resolution entitled:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DIRECTING THE HOLDING OF A PUBLIC HEARING CONCERNING A TAX INCREMENT FINANCING PLAN IN CONNECTION WITH TAX INCREMENT FINANCING REVENUE BONDS OF SAID CITY, IN A PRINCIPAL AMOUNT NOT TO EXCEED THREE MILLION DOLLARS ($3,000,000) FOR THE PURPOSE OF REIMBURSING THE DEVELOPER FOR CERTAIN COSTS OF INSTALLING AND CONSTRUCTING CERTAIN INFRASTRUCTURE IMPROVEMENTS NECESSARY FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, A MIXED USE DEVELOPMENT AND RELATED IMPROVEMENTS WITHIN SAID CITY; DIRECTING THE PUBLICATION OF NOTICE OF SUCH PUBLIC HEARING; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a notice of public hearing was published one (1) time in the *Starkville Daily News*, a newspaper having a general circulation within the City, and was so published in said newspaper on August 22, 2019, as evidenced by the publisher's proof of publication of the same heretofore filed with the City Clerk, attached hereto as **Exhibit B**, and presented to the Governing Body of the City; and

WHEREAS, the notice of public hearing generally described the TIF Plan and further called for a public hearing to be held at the regular meeting place of the Governing Body of the

City at City Hall in the Courtroom located at 110 West Main Street in the City at 5:30 p.m. on September 3, 2019, in order for the general public to state or present their views on the TIF Plan; and

WHEREAS, at 5:30 p.m., on September 3, 2019, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the TIF Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City, as follows:

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO: That the Governing Body of the City is now fully authorized and empowered under the provisions of the TIF Act to adopt and implement the TIF Plan attached hereto as **Exhibit A**, and do hereby adopt and approve such TIF Plan as presented, in order to reimburse the Developer for certain costs eligible for reimbursement under the TIF Act that have or will be incurred in connection with the Garan Manufacturing Redevelopment Project, an approximately 89,000 square foot retail development and related improvements (the "Project") in the City, as described more fully in the TIF Plan, and to issue tax increment financing revenue bonds in an amount not to exceed Three Million Dollars ($3,000,000), in one or more series (the "TIF Bonds"), to reimburse the developer of the Project for certain costs of certain Infrastructure Improvements (as defined in the TIF Plan) in connection with the Project.

SECTION THREE: That the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provisions of the TIF Act requiring dedication of the "redevelopment project" to the City not apply to those Infrastructure Improvements which are constructed on the privately owned portion of the Project.

SECTION FOUR: That the TIF Bonds of the City shall be issued pursuant to further proceedings of the Governing Body of the City.

SECTION FIVE: For cause, this Resolution shall become effective immediately upon the adoption thereof.

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

Alderman ____________________ moved and Alderman __________________ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 3rd day of September, 2019.

City of Starkville, Mississippi

____
Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk (seal)

EXHIBIT A

Tax Increment Financing Plan for the
Garan Manufacturing Redevelopment Project, August 2019

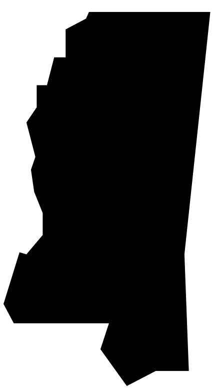
EXHIBIT B

Proof of Publication of Notice of Public Hearing

TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT

City of Starkville, Mississippi

August 2019



Prepared by:

GOURAS & ASSOCIATES LLC

214 Draperton Drive
Ridgeland, MS 39157
P.O. Box 1465
Ridgeland, MS 39158
601-605-8128 P 601-605-8129 F
chrisgouras@gourasandassociates.com
christiana@gourasandassociates.com

**TAX INCREMENT FINANCING PLAN FOR THE
GARAN MANUFACTURING REDEVELOPMENT PROJECT
CITY OF STARKVILLE, MISSISSIPPI
August 2019**

ARTICLE I

A. PREAMBLE

1. The administration and implementation of this Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019 (the "TIF Plan") will be an undertaking of the City of Starkville (the "City"), is authorized pursuant to Section 21-45-1 *et seq.,* Mississippi Code of 1972, as amended (the "TIF Act"), and may be administered and implemented as a joint undertaking of the City and Oktibbeha County, Mississippi, (the "County").

2. Castle Starkville, LLC, a Mississippi limited liability company (together with its assigns, collectively referred to as the "Developer") proposes to redevelop the Garan Manufacturing facility into an approximately 89,000 square foot retail development and related improvements (the "Project"). The Project will be strategically located off Highway 12 in the City of Starkville. The Project will represent a private investment of approximately $20,000,000. In its entirety, the Project is expected to encompass approximately 10.1 acres, more or less, consisting of real property more particularly described in Article VII of this TIF Plan the legal description attached hereto as Exhibit A-1, and the plat attached hereto as Exhibit A-2 (the "Plat"), the land described in the Plat and Article VII of this Plan being collectively referred to as the "TIF District".

3. The City and County may enter into an interlocal cooperation agreement which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan may be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds as authorized herein to finance the Project as more fully described herein (the "TIF Bonds"). The TIF Bonds authorized by this TIF Plan shall not exceed $3,000,000.

4. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the "redevelopment project" to the City not apply to those improvements which are constructed on the privately owned portion of the Project.

5. The tax increment financing funds as identified herein will be used to defray the cost of infrastructure improvements to serve the project and the community as a whole.

6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, sales tax, and job creation projections. Estimates of ad valorem taxes were made through consultation with the office of the Oktibbeha County Tax Assessor and valuations of similar projects in the region.

B. <u>STATEMENT OF INTENT</u>

1. The City may issue TIF Bonds in one or more series pursuant to the authority outlined hereinabove in an amount not to exceed Three Million Dollars ($3,000,000), which will be secured solely by a pledge of the increased ad valorem taxes from real and personal property and 75% of the City's sales tax rebates generated within the TIF District, which funds will be used to pay the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

2. After sufficient development of the Project has been substantially completed to support the payment of debt service on the TIF Bonds (which may be issued in more than one series), the City will issue TIF Bonds and reimburse the Developer in accordance with a development agreement to be entered into between the parties as authorized by the TIF Act (the "Development Agreement").

3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

C. <u>PUBLIC CONVENIENCE AND NECESSITY</u>

1. The public convenience and necessity requires participation by the City and County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County.

a. The Project will represent a private investment of approximately $20,000,000.

b. It is estimated the Project will create approximately 120 construction jobs.

c. It is estimated that the Project will create 150-200 permanent new jobs.

d. It is expected that the Project will result in an annual real and personal property tax *increase* of about $41,645 for the City.

e. It is expected that the Project will result in an annual real and personal property tax *increase* of about $86,964 for the County.

f. It is anticipated that the Project will yield an annual real and personal property tax *increase* of about $101,711 for the School District.

g. The annual sales generated by the retail development are expected to reach $35,440,000.

h. The Project is expected to result in annual sales tax rebates to the City of about $458,948.

i. The development of the Project will include new businesses and will help diversify and expand the tax base of the City.

j. The development of the Project will result in the redevelopment of a brownfield, remediating environmental hazards and repurposing a strategically located property.

ARTICLE II
PROJECT INFORMATION

A. <u>REDEVELOPMENT PROJECT DESCRIPTION</u>

1. The Project is expected to encompass approximately 10.1 acres, as more particularly described in Article VII and Exhibits A-1 and A-2 attached hereto, and will include approximately 89,000 square feet of retail and related improvements.

2. The property is currently zoned as C-2 General Commercial.

B. <u>DEVELOPER INFORMATION</u>

1. Developer's Name: Castle Starkville, LLC

2. Developer's Address: 412 Main Street

ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION

A. JOB CREATION

1. Construction Jobs: The Project is expected to create approximately 120 construction jobs.

2. Permanent Jobs: It is estimated that the Project will create 150-200 new jobs.

B. FINANCIAL BENEFIT TO THE COMMUNITY

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues expected to be generated after the entire Project has been completed. The estimates for real property taxes are based on an assumed new true value of $6,989,722 for real property and improvements and $4,473,000 for personal property.

ENTITY	MILLAGE RATE	CURRENT TAXES	AFTER PROJECT[1]	INCREMENT[2]
City Ad Valorem Taxes	26.63	$4,143	$45,788	**$41,645**
County Ad Valorem Taxes	55.61	$8,652	$95,616	**$86,964**
School District Ad Valorem Taxes	65.04	$10,119	$111,830	**$101,711**
TOTAL	**149.93**	**$22,914**	**$253,234**	**$235,341**

2. Retail Sales: It is estimated that the Project will generate approximately $35,440,000 in sales annually which will create annual sales tax rebates of $458,948. Seventy-five percent (75%) of these sales tax rebates will be pledged by the City to service the debt on the TIF Bonds in addition to the incremental increase in the real and personal property ad valorem taxes discussed above.

[1] Assumes constant values and millage rates.
[2] All of these taxes (together with 75% of the sales tax rebates discussed below and EXCLUDING the School Taxes) will be pledged to service the debt on the TIF Bonds. School taxes are not eligible for Tax Increment Financing and are provided for informational purposes only. The debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

A. **PUBLIC CONVENIENCE AND NECESSITY:** The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the 10.1-acre development as described in detail in the preamble to this TIF Plan.

B. **LOCAL CODES AND ORDINANCES:** The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City.

C. **HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR:** The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure improvements in support of the Project as well as the redevelopment of a brownfield site.

ARTICLE V
A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of Infrastructure Improvements necessary to serve the public that will utilize the induced development.

ARTICLE VI
A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the TIF District will represent a private investment of approximately $20,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.

2. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the "redevelopment project" to the City not apply to those Improvements which are constructed on the privately owned portion of the Project.

3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

4. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, annotated.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.

2. The City will pledge all of the increased ad valorem taxes generated from the real and personal property in the TIF District and 75% of the increased sales tax rebates within the TIF District to secure the TIF Bonds.

3. The County will pledge all the increased ad valorem taxes on real and personal property in the TIF district to secure the TIF Bonds.

4. The total amount of indebtedness under this TIF Plan will not exceed $3,000,000, and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City will issue up to Three Million Dollars ($3,000,000) in TIF Bonds in one or more series which shall be secured by the City with the pledge of all of the incremental increases in ad valorem real and personal property taxes and 75% of the sales tax rebates and all of the County's incremental increases in ad valorem real and personal property taxes from within the TIF District. The total amount of indebtedness under this TIF Plan will not exceed $3,000,000 and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

2. The Tax Increment Financing Redevelopment Plan, Starkville, Mississippi February 2006 and this **Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019** may be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of the TIF

Bonds, which may include bonds, notes, or other debt obligations issued in one or more series to provide funds to defray the cost of the Infrastructure Improvements.

3. It is expected that TIF Bonds can be obtained at an annual interest rate of 4.0% for up to fifteen (15) years. Annual principal and interest payments are estimated to be up to approximately **$296,823** assuming the 4.0% rate and tax increment obligations over a period of up to fifteen (15) years.

4. The increase in ad valorem real and personal property taxes to be generated by the City are estimated to be **$41,645**, and the sales tax revenues to be generated for the City are estimated to be **$458,948**. The increase in ad valorem real and personal property revenues to be generated for the County are **$86,964.**

5. The surplus for the City is estimated to be **$299,758** annually and is to be deposited into the general fund of the City to be used for any lawful purpose. The surplus for the County is estimated to be **$18,430** annually and is to be deposited into the general fund of the County to be used for any lawful purpose.

6. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

ARTICLE VII
REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBERS FOR THE TIF DISTRICT

The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 10.1 acres, more or less, and is described below and in the Plat.

PARCEL	OWNER	TRUE VALUE	COUNTY	CITY	SCHOOL
102F-00-053.00	City	$0.0	$0.0	$0.0	$0.0

The above information was obtained from the Oktibbeha County Tax Assessor's website, and a copy of the information is attached hereto as Exhibit B.

ARTICLE VIII
DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of this TIF Plan shall be until the TIF Bonds issued pursuant to this plan are retired.

ARTICLE IX

ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. AD VALOREM TAX INCREASES

The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The estimates for real property taxes are based on an assumed new true value of $6,989,722 for real property and improvements and $4,473,000 for personal property.

ENTITY	MILLAGE RATE	CURRENT TAXES	AFTER PROJECT[3]	INCREMENT[4]
City Ad Valorem Taxes	26.63	$4,143	$45,788	**$41,645**
County Ad Valorem Taxes	55.61	$8,652	$95,616	**$86,964**
School District Ad Valorem Taxes	65.04	$10,119	$111,830	**$101,711**
TOTAL	**149.93**	**$22,914**	**$253,234**	**$230,321**

B. RETAIL SALES: It is estimated that the Project will generate approximately $35,440,000 in sales annually which will create annual sales tax rebates of $458,948. These sales tax rebates will be pledged by the City to service the debt on the TIF Bonds in addition to the incremental increase in the real and personal property ad valorem taxes discussed above

ARTICLE X
A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Financing Fund: Garan Manufacturing Redevelopment Project" shall be established by the City to receive ad valorem taxes and sales tax rebates in connection with this TIF Plan.

ARTICLE XI

[3] Assumes constant values and millage rates.
[4] All of these taxes (together with 75% of the sales tax rebates discussed below and EXCLUDING the School Taxes) will be pledged to service the debt on the TIF Bonds. School taxes are not eligible for Tax Increment Financing and are provided for informational purposes only. The debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of this TIF Plan, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

ARTICLE XII
PLAN OF FINANCING

A. SECURITY FOR THE TIF BONDS: The TIF Plan provides for the City to issue the TIF Bonds which will be secured by the pledge of incremental increases in ad valorem real and personal property taxes and 75% of sales taxes generated by the Project. The City will pledge all of the ad valorem tax increases and 75% of its sales tax rebates. The County will pledge all of its tax increases in ad valorem real and personal property taxes. The total amount of indebtedness under this TIF Plan will not exceed $3,000,000, and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 75% of the incremental increase in the County's ad valorem real and personal property tax revenues.

B. FURTHER PROCEEDINGS OF THE CITY: Such decision on the most advantageous method for the City to incur the debt will be made pursuant to further proceedings of the City.

C. AMOUNT AND TIMING OF ISSUANCE: The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

EXHIBIT A-1

LEGAL DESCRIPTION OF TIF DISTRICT

Being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and recorded in the Office of the Chancery Clerk, Oktibbeha County, Mississippi and as shown on a survey by Pepper Surveying and Mapping, LLC and being more particularly described as follows, to wit:

Commencing at a one and one half inch pipe found on the North right of way of the railroad and at the Southeast corner of said Lot 1 and use as the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 58 degrees 37 minutes West along said North right of way for a distance of 862.9 feet to a one half inch iron pin set at the intersection of said North right of way with the East right of way of Industrial Park Road; thence North 10 degrees 40 minutes West along said East right of way for a distance of 289.8 feet to the beginning of a curve to the left having a radius of 603.3 feet and being subtended by a chord bearing of North 17 degrees 53 minutes West for a distance of 151.5 feet; thence along said curve and East right of way for an arc length of 151.9 feet to a one half inch iron pin set at the intersection of said East right of way with the South right of way of MS Highway No. 12; thence North 47 degrees 28 minutes East along said South right of way for a distance of 950.0 feet to a punch mark set in a concrete drive; thence South 12 degrees 25 minutes East leaving said South right of way for a distance of 636.8 feet to the POINT OF BEGINNING. Said parcel being all of Lot 1, Block 80 of the Michael Baker, Jr. Official Map of the City of Starkville, Mississippi, 1974 Edition as platted and contains 10.1 acres, plus or minus. Reference bearing for this property description is based on GPS Grid.

EXHIBIT A-2

PLAT

[ATTACHED]

CLIENT
CASTLE PROPERTIES
COLUMBUS, MISSISSIPPI
EXHIBIT A-2
ALTA / NSPS LAND TITLE SURVEY
GARAN MANUFACTURING
601 HIGHWAY 12 WEST
STARKVILLE, MISSISSIPPI
*MISSISSIPPI 811 PHONE: 1-800-227-6477
ORIGINAL COPIES ARE IN COLOR
SEC. 4, T 18 N, R 14 E
REVISION NUMBER: 0
PROJECT NUMBER: 19-057-A
CONVERGENCE: N/A
FILE NAME: 19-057-A
DRAWN BY: PBO
ONE CALL TICKET:N/A
SHEET: 1 of 1
BEARING BASIS: GPS GRID
SWORN CREW MEMBER(S): PAJE OWENS, JASON PEPPER, CHIP CARLEY & JACE HOBART
SCALE: 1" = 60'
CLASS OF SURVEY: "B"
FIELD DATA COLLECTED: 04/01-02/2019
DRAWING COMPLETED: 04/09/2019
ALL PINS SET ARE 0.5" DIA. BY 18" LONG REBAR
Pepper Surveying and Mapping LLC

EXHIBIT B

DATA FROM COUNTY TAX ASSESSOR

[ATTACHED]

Personal Property
Tax Year 2018

Oktibbeha
ALLEN MORGAN

STARKVILLE MS 39759

DRAWER: 9
USER: SF
Paid: Chk# 577651

PPMMODP 53-0

	True	Assessed
Furniture	632939	94941
Machinery	401194	60179
Inventories	3060	459

Paid by: GARAN MFG CORP

PPIN: 312-00	Receipt #	Date: 12/28/2018
Tax District 4110 JD	41921	Printed on 07/08/2019
Parcel Number		

GARAN MFG CORP STARKVILLE DIVISION
601 HWY 12 WEST
STARKVILLE MS 39759

True Assessed	Class 1 Value	Class 2 Value	Total Value
			1,037,193 155,579

20190708 1638 SF QPADEV000L

Type of Tax	Millage	Gross Tax Amount	Regular Homestead	Special Exemption	Net Tax
COUNTY	55.6100	8,651.75			8,651.75
CITY	26.6300	4,143.07			4,143.07
SCHOOL	65.0400	10,118.86			10,118.86
SUB-TOTAL TAXES DUE					22,913.68
ACCOUNT PAID IN FULL					

GARAN INC TAX DEPT
P O BOX 100
STARKVILLE MS 39760

Total Taxes/Fees Due	22,913.68
Paid on this Receipt	22,913.68
Other Payments	
Grand Total Paid	22,913.68

Received by: ______________________

Oktibbeha County

101 East Main Street, Suite103, Starkville, MS 39759
Phone: 662-323-1273 Fax: 662-338-1066

TIF PLAN EXHIBIT B

```
102F-00-053.00       Card   1 of   2       Date Printed 07/30/2018      CITY OF STARKVILLE
Alt:                        Map:                                        GARAN INC HWY 12 WEST
 TD 1110 STR 04 18N 14E Block 00       Oktibbeha County Tax
                                               Card   1 of   2          STARKVILLE       MS 39759
 Field Work by              /00/                                        Exempt Code 12
                                               PPIN    2209             LOT 1 CITY BLOCK 80-E
                                                                        MAP 102F DB/PG
                                     Land Value   Buildings Total Value
                                      Lot Size           Acres Use Code
                                                                2300
ALL       /
 Type     Size         Price  D/F    Adj   Desc          $/ft       Value C
---------------------------------------------------------------------------
```

AFFP
City of Starkville- Garan Manu

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Anna Warnock, being duly sworn, says:

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

August 22, 2019

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

Classified Clerk

Subscribed to and sworn to me this 22nd day of August 2019.

Mary E. McMillen, , Oktibbeha County, Mississippi

My commission expires: December 28, 2021

00000131 00085652 662-323-4961

Lesa Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 122510
MARY ELIZABETH McMILLEN
Commission Expires Dec. 28, 2021
UNION COUNTY

NOTICE OF PUBLIC HEARING
TAX INCREMENT FINANCING PLAN
GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI

Notice is hereby given that a public hearing will be held on the 3rd day of September, 2019, at 5:30 o'clock p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, Mississippi 39759, on the Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019 (the "TIF Plan"), for consideration by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "City"). The City proposes to use the TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment financing.

The general scope of the TIF Plan is for the City to issue tax increment financing revenue bonds or notes (the "Bonds"), in one or more series and in an amount not to exceed Three Million Dollars ($3,000,000), which funds will be used for the purpose of providing a financing mechanism to pay for the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"). The Bonds shall be secured by a pledge of the incremental increase in ad valorem tax revenues on real and personal property and seventy-five percent of the sales tax rebates within the TIF District, as described in the TIF Plan. The Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City, nor create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales tax rebates referenced above.

Construction of the Infrastructure Improvements and payment of the Bonds issued will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City.

Copies of the TIF Plan and the Tax Increment Financing Redevelopment Plan are available for examination in the office of the City Clerk in Starkville, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by Sections 21-45-1 et seq., Mississippi Code of 1972, as amended.

Witness my signature and seal, this the 20th day of August, 2019.

Lesa Hardin, City Clerk

Publish:
August 22, 2019

33. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT, IN CONJUNCTION WITH THE TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI AUGUST 2019, AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS ($3,000,000), IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

Alderman Little, duly seconded by Alderman Carver, offered a motion to approve a Resolution adopting, approving, and authorizing the execution of the Development and Reimbursement Agreement, in conjunction with the Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, MS August 2019, authorizing the City to reimburse the developer for certain costs of certain infrastructure improvements from tax increment financing revenue bonds of the municipality in an amount not to exceed three million dollars ($3,000,000), in one or more series; and for related purposes.

The Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed.
Alderman Vaughn left the meeting.

THERE CAME on for consideration by the Mayor and Board of Aldermen (the "Governing Body") of the City of Starkville, Mississippi (the "City"), the matter of a Development and Reimbursement Agreement (the "Agreement") with Castle Starkville, LLC (the "Developer"). After a full consideration of the matter, Alderman _________________ offered and moved the adoption of the following resolution:

> **RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING, AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT, IN CONJUNCTION WITH THE *TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI AUGUST 2019*, AUTHORIZING THE CITY TO REIMBURSE THE DEVELOPER FOR CERTAIN COSTS OF CERTAIN INFRASTRUCTURE IMPROVEMENTS FROM TAX INCREMENT FINANCING REVENUE BONDS OF THE MUNICIPALITY IN AN AMOUNT NOT TO EXCEED THREE MILLION DOLLARS ($3,000,000), IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.**

WHEREAS, pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "TIF Act"), the Governing Body of the City has previously approved the *Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (the "Redevelopment Plan")* for the City on April 4, 2006; and

WHEREAS, the Governing Body of the City has approved the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project. City of Starkville, Mississippi, August 2019* on September 3, 2019 (the "TIF Plan"); and

WHEREAS, under the TIF Act, the Governing Body of the City is authorized and empowered to issue tax increment financing revenue bonds for the purpose of reimbursing certain costs of certain Infrastructure Improvements (as defined in the TIF Plan) to support and be a part of the a "redevelopment project"; and

WHEREAS, the Developer proposes to redevelop approximately 10.1 acres described in the TIF Plan (the "TIF District") into an approximately 89,000 square foot retail development and construct certain Infrastructure Improvements to support the development (the "Project"); and

WHEREAS, the Developer has requested that the City issue its tax increment financing revenue bonds, in one or more series, in a principal amount not to exceed Three Million Dollars ($3,000,000) (the "TIF Bonds"), for the purpose of reimbursing the Developer for certain costs of certain Infrastructure Improvements; and

WHEREAS, it is necessary and in the best interest of the City that a Development and Reimbursement Agreement (the "Agreement") setting out the conditions and terms under which the TIF Bonds will be issued and providing for the payment thereof be approved and executed by the City and the Developer substantially in the form attached hereto as **Exhibit A**; the City is authorized to enter into such Agreement pursuant to the TIF Act; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City as follows:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION 2. The Governing Body of the City hereby approves and adopts the Agreement in substantially the form attached hereto as **Exhibit A**.

SECTION 3. The Governing Body of the City hereby authorizes and directs the Mayor and City Clerk of the City to execute and deliver the Agreement for and on behalf of the City with such changes, insertions, and omissions as may be approved by such officers or their designees, said execution and delivery being conclusive evidence of such approval.

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

Alderman Little moved and Alderman Carver seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 3rd day of September, 2019.

City of Starkville, Mississippi

____
Lynn Spruill, Mayor

ATTEST: ____________________Lesa Hardin, City Clerk (seal)

EXHIBIT A

FORM OF DEVELOPMENT AND REIMBURSEMENT AGREEMENT

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the "Agreement") is dated as of the ___ day of __________, 2019, by and between the City of Starkville, Mississippi (the "City") and Castle Starkville, LLC, a Mississippi limited liability company (the "Developer").

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the "Governing Body"), pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "TIF Act"), has previously conducted hearings on, approved, and adopted the *Tax Increment Financing Redevelopment Plan, Starkville, Mississippi February 2006* (as amended from time to time, the "Redevelopment Plan") for the City; and

WHEREAS, on August 20, 2019, the Governing Body of the City adopted a resolution acknowledging its receipt of the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019* (the "TIF Plan"), finding that the TIF Plan qualified for tax increment financing ("TIF"), considering the issuance of tax increment financing revenue bonds in one or more series in a principal amount not to exceed Three Million Dollars ($3,000,000) (the "TIF Bonds"), and calling a public hearing on the TIF Plan and the issuance of the TIF Bonds, all as provided by the TIF Act; and

WHEREAS, on August 22, 2019, the City published a Notice of a Public Hearing on the TIF Plan, and on September 3, 2019, the Governing Body of the City held a public hearing on the TIF Plan, all as required by the TIF Act, after which the Governing Body of the City adopted a resolution giving final approval to the TIF Plan and declaring an intent to issue the TIF Bonds for the purpose of reimbursing the Developer of the Project (as defined herein) for certain costs of certain Infrastructure Improvements (as defined herein and in the TIF Plan); and

WHEREAS, the Developer proposes to redevelop the Garan Manufacturing facility into an approximately 89,000 square foot retail development on Mississippi Highway 12 in the City (the "Project"); and

WHEREAS, the TIF Bonds, being in a principal amount not to exceed Three Million Dollars ($3,000,000), which funds will be used to pay the cost of acquiring, installing and constructing various infrastructure improvements eligible under the TIF Act and located within the tax increment financing district created pursuant to the TIF Plan (the "TIF District") or servicing the TIF District, which include, but are not necessarily limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").

WHEREAS, the City will pledge one hundred percent (100%) of the incremental increase in ad valorem real and personal property tax revenues (the "City Ad Valorem TIF Revenues"), calculated in the manner set forth in the TIF Act, and seventy-five percent (75%) of the incremental increase in the amount of the municipal sales tax diversions received by the City from sales taxes collected within the boundaries of the TIF District, calculated in the manner set forth in the TIF Act (the "Sales Tax Rebate TIF Revenues"), and the County will pledge one hundred percent (100%) of the incremental increase in ad valorem real and personal property tax revenues (the "County Ad Valorem TIF Revenues"), calculated in the manner set forth in the TIF Act; and

WHEREAS, the City Ad Valorem TIF Revenues, the Sales Tax Rebate TIF Revenues, and the County Ad Valorem TIF Revenues are collectively referred to as the "TIF Revenues"; and

WHEREAS, the TIF Bonds will be secured solely by a pledge of one hundred percent (100%) of the City Ad Valorem TIF Revenues, one hundred percent (100%) of the County Ad Valorem TIF Revenues, and seventy-five percent (75%) of the Sales Tax Rebate TIF Revenues; and

WHEREAS, the amount of the TIF Bonds that may be issued will be based upon one hundred percent (100%) of the City Ad Valorem TIF Revenues, seventy-five percent (75%) of the County Ad Valorem TIF Revenues, and fifty percent (50%) of the Sales Tax Rebate TIF Revenues; and

WHEREAS, part or all of the Project and part or all of the Infrastructure Improvements will be constructed by the Developer prior to the issuance of the TIF Bonds; and

WHEREAS, after the sizing of the issue of TIF Bonds or series thereof has been determined as described above, and the TIF Bonds have been issued, the proceeds of the TIF Bonds shall be first used to pay the costs of the authorization, issuance, sale, validation, and delivery of the TIF Bonds, as determined by the City, the funding of a debt service reserve fund, if any, and such proceeds shall be next used for the reimbursement to the Developer for such portion of the costs of the Infrastructure Improvements that does not exceed the remaining proceeds of the TIF Bonds, and does not exceed the costs advanced by the Developer for Infrastructure Improvements ("Reimbursement Portion"); and

WHEREAS, this Agreement is authorized by the TIF Act; and

WHEREAS, it is necessary for the Developer to go forward with the construction of the Project described in the TIF Plan; as allowed by the TIF Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for all or a portion of certain eligible costs of certain Infrastructure Improvements, in an amount not to exceed the Reimbursement Portion of the TIF Bonds, and subject to the conditions contained herein; and

WHEREAS, the process for reimbursement to the Developer by the City shall be governed by a requisition for payment process as evidenced by the Form of Requisition attached hereto as **Exhibit A**.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE RECEIPT AND LEGAL SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

SECTION 1. The Developer shall commence with the construction of the Project and the Infrastructure Improvements, and complete the portions of the Infrastructure Improvements for which the Developer seeks reimbursement for certain eligible expenditures pursuant to this Agreement. The City shall, subject to the provisions of this Agreement and the issuance of the TIF Bonds, reimburse the Developer for all or a portion of its expenditures pursuant to this Agreement for the Infrastructure Improvements. Developer agrees to upgrade the storm water detention system for the Project to satisfy the City's request to balance pre-development and post-development discharge from the 10-year 24-hour storm event to the 100-year 24-hour storm event. In the event the cost of the upgrade is less than $365,000, Developer agrees that the par amount of the TIF Bonds may be reduced on a dollar for dollar basis in correlation with the difference between $365,000 and the actual cost for the upgrade. Cost estimates for the items related to the storm water detention system will be provided by the Developer's engineer and agreed upon by the City's engineer prior to approval.

SECTION 2. The Project, including the Infrastructure Improvements, will be acquired by the Developer, constructed in phases by the Developer, and will result in expenditures for the Infrastructure Improvements for which the Developer may be reimbursed for an amount not to exceed Three Million Dollars ($3,000,000) or the Reimbursement Portion. The City may issue its TIF Bonds in one or more series to reimburse the Developer for certain costs of certain Infrastructure Improvements in an amount as may be reasonably determined by the City in accordance with fact, not to exceed Three Million Dollars or the Reimbursement Portion.

SECTION 3. The City will issue the TIF Bonds as soon as the Developer is able to demonstrate to the satisfaction of the City that TIF Revenues will provide moneys sufficient to make the payments of principal and interest for such TIF Bonds. The City's determination that TIF Revenues are sufficient to make the payments of principal and interest on such TIF Bonds will be based on, but not limited to, the following information: (i) a certificate of the Mississippi Department of Revenue, providing information regarding the actual "sales tax diversion" as defined in the TIF Act, (ii) a certificate of the Tax Assessor of Oktibbeha County, Mississippi, regarding the actual "captured assessed value" as defined in the TIF Act, (iii) projections of future City Ad Valorem Tax Revenues by the Tax Assessor of Oktibbeha County, Mississippi (which projection may be obtained prior to the property on which said ad valorem tax revenues are projected being placed on the tax rolls of Oktibbeha County, Mississippi), or by a financial advisor or a consultant knowledgeable and experienced in making such projections, and (iv) projections of future Sales Tax Rebate TIF Revenues by a financial advisor or a consultant knowledgeable and experienced in making such projections, based, in part, upon information provided by the Mississippi Department of Revenue.

SECTION 4. TIF Bonds to be issued pursuant to this Agreement shall be issued within five (5) years from Garan Manufacturing's vacating the Project site and the Developer's taking possession of the same. The City pledges to use its best efforts to issue the principal amount of TIF Bonds determined to be appropriate and to issue such principal amount of the TIF Bonds as is justified by information, including the certificates of the Mississippi Department of Revenue and the Tax Assessor of Oktibbeha County, Mississippi, presented within the specified time frame and as soon as practicable following Developer's demonstration that the TIF Revenues will provide sufficient moneys to pay the TIF Bonds.

SECTION 5. The acquisition and construction of all or any portion of the Infrastructure Improvements by the Developer will be at Developer's own cost prior to the issuance and delivery of the TIF Bonds, and to the extent allowed by law and this Agreement, the City will reimburse the Developer for its expenditures so incurred in amounts not to exceed the proceeds of the TIF Bonds available for such purpose for Infrastructure Improvements when the TIF Bonds are delivered and the proceeds of the TIF Bonds are received by the City; provided however, that the Infrastructure Improvements shall be constructed in compliance with the parameters approved by the Governing Body of the City and all applicable City standards, codes and ordinances.

SECTION 6. The City and the Developer agree that at such time as the TIF Bonds are sold and delivered, and to the extent required by a purchaser of the TIF Bonds, the City may establish a Debt Service Reserve Fund into which it will deposit any premium or accrued interest together with any moneys that may be necessary or advisable into the Debt Service Reserve Fund, and the remaining proceeds into a Construction Fund established and controlled by the City. From the Construction Fund, the City shall first set aside or pay an amount sufficient to pay the City’s outstanding obligations incurred in connection with the Project, if any, including all approved TIF Plan preparation and consulting fees, engineering fees, legal fees, and other costs of the authorization, issuance, sale, validation, and delivery of the TIF Bonds. The proceeds shall next be used to reimburse the Developer for all approved eligible costs and expenditures made by the Developer in connection with acquisition and construction of the Infrastructure Improvements portion of the Project, by requisition therefor, as described in **Exhibit A**, and the remainder of the proceeds of the TIF Bonds, if any, will remain in the Construction Fund to pay the remaining costs of the Infrastructure Improvements as same may be incurred by the Developer or the City to the extent that the Developer has been fully reimbursed for its expenditures for the Infrastructure Improvements. In the event said Debt Service Reserve Fund is funded in whole or in part from proceeds of the TIF Bond, and to the extent permitted by State and Federal law, the final payment on the TIF Bonds shall come from the TIF Revenues, if sufficient, and funds accrued in the Debt Service Reserve Fund, if any, shall be released to the Developer to the extent the Developer has not been fully reimbursed for allowable expenses of the Infrastructure Improvements.

SECTION 7. In accordance with the TIF Act, the TIF Bonds shall mature at such time or times not to exceed fifteen (15) years from their date of issuance, may be subject to redemption at such times and at such premiums, and shall be in such form and in all other respects be of such detail and issued under such conditions as may be determined in the resolutions authorizing and directing the issuance of the TIF Bonds and in the sole discretion of the City.

SECTION 8. The Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay (or to reimburse the Developer for) any part of the costs of the Project or the Infrastructure Improvements or cost and expenses incurred in connection with issuing the TIF Bonds, and that the City's obligation to expend funds or reimburse the Developer is limited to the proceeds of the TIF Bonds, and in the event the TIF Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with construction of the Project and the Infrastructure Improvements. To the extent that proceeds of the TIF Bonds are not sufficient to reimburse the costs of the Infrastructure Improvements, the Developer shall be responsible for any costs it has incurred for such purpose. The City covenants and agrees to use its best efforts to issue the TIF Bonds in the amounts, for the purposes, and at the times contemplated herein, and covenants and agrees that the TIF Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such TIF Bonds, or by the lack of sufficient TIF Revenues to provide for the payments of principal and interest for the TIF Bonds, in the amount provided for herein, as may reasonably be determined by the City in accordance with fact.

SECTION 9. The Developer acknowledges and agrees that it assumes the risk of proceeding with the construction and acquisition of the Project prior to the issuance and sale of any series of TIF Bonds and further acknowledges that the City’s sole source of funds available to reimburse the Developer for the costs of the Infrastructure is the proceeds derived from the sale of the TIF Bonds.

SECTION 10. The Developer shall submit plans and specifications to the City for installation or construction of those properties and facilities that are a part of the Infrastructure Improvements for which the City is to assume ownership, operation, use, maintenance, repair, replacement, improvement, or control. Such plans and specifications shall be subject to the timely approval of the City or its authorized officers or agents. The Developer will construct and install, or cause to be constructed and installed, at its expense, said facilities in substantial accordance with said plans and specifications so approved by the City.

SECTION 11. The City hereby agrees that it will make all reasonable efforts to issue and deliver the TIF Bonds, from time to time, in a timely manner and represents to the Developer that, subject to construction, completion, and operation of the Project by the Developer, it knows of no reason why the TIF Bonds will not be issued and delivered. Further, the City hereby agrees that any consent or approval required herein to be made by, or on behalf of the City, shall be done in good faith and shall not be unreasonably withheld or delayed.

SECTION 12. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative, or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

SECTION 13. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

CITY:	City of Starkville, Mississippi Attention: City Clerk 110 West Main Street Starkville, MS 39759
WITH A COPY TO:	Jones Walker LLP Attention: Brad Davis 190 East Capitol Street, Suite 800 Jackson, MS 39201
DEVELOPER:	Castle Starkville, LLC Attention: Mark Castleberry 412 Main Street Columbus, MS 39701
WITH A COPY TO:	Gouras & Associates P. O. Box 1465 Ridgeland, MS 39158

SECTION 14. Prior to any reimbursement, the Developer will present a description of any portion of the Infrastructure Improvements to be dedicated to the City, if any. If no property is to be dedicated to the City, the Developer shall so inform the City prior to any reimbursement. Contingent on same being constructed in compliance with City standards, codes, and ordinances, the City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which is dedicated to the City. The non-dedicated Infrastructure Improvements shall remain the property of the Developer or other private party and shall be maintained by the Developer or such other private party.

SECTION 15. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other party in interest.

SECTION 16. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

City of Starkville, Mississippi

____
D. Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk

(seal)

CASTLE PROPERTIES, LLC
A Mississippi limited liability company

By: __________________________________
Mark Castleberry, Member

<u>EXHIBIT A</u>: FORM OF REQUISITION

City of Starkville, Mississippi | Tax Increment Financing Revenue Bonds
(Garan Manufacturing Redevelopment Project)

<u>REQUISITION FOR PAYMENT</u>

The undersigned duly authorized representative of Castle Properties, LLC, (the "Developer"), hereby requests the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see the Development and Reimbursement Agreement for definitions of such terms):

(a)	Acquisition and Construction Costs	$____________
(b)	Other Authorized Costs	$____________
	Total Costs to be Paid or Reimbursed:	$____________

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein and to evidence that such costs have been paid.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.

2. No requisition with respect to such amounts has previously been delivered to the City.

3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Project and such amounts have been paid.

4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests, or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the ____________day of ____________, 20____.

CASTLE PROPERTIES, LLC
A Mississippi limited liability company

By:____
Mark Castleberry, Member

APPROVED:
CITY OF STARKVILLE, MISSISSIPPI

By:__________________________________
Title:________________________________

34. CONSIDERATION OF APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF STARKVILLE, MISSISSIPPI, A MISSISSIPPI MUNICIPAL CORPORATION, AND IMS DEVELOPMENT, LLC, AN ALABAMA LIMITED LIABILITY COMPANY TO THE DEVELOPMENT OF "THE VISTA – STARKVILLE" PROJECT.

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve a development agreement by and between the City of Starkville, Mississippi, a Mississippi Municipal Corporation, and IMS Development, LLC, an Alabama limited liability company to the development of "The Vista – Starkville" project.
The Board voted as follows:

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

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

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "**Agreement**") is made and entered as of 3rd day of September, 2019 between the **CITY OF STARKVILLE, MISSISSIPPI,** a Mississippi municipal corporation (the "**City**"), and **IMS DEVELOPMENT, LLC,** an Alabama limited liability company (the "**Developer**").

RECITALS

Developer is the owner and developer of a student housing development known as "The Vista - Starkville" (the "**Project**") located within the City's corporate limits, which Project consists of improvements commonly referred to as "Building 1000, Building 2000, Building 3000 & Building 4000" (collectively, the "**Buildings**").

Developer has requested that the City issue temporary certificates of occupancy (a "**TCO**" and, collectively, the "**TCO's**") for Buildings 1000 & 2000 so that the Buildings may be placed in service prior to the completion of all buildings.

The City has agreed to issue TCO's with respect to Buildings 1000 & 2000 in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants and agreements herein contained, the City and the Developer hereby covenant and agree as follows:

ARTICLE
1
AGREEMENTS

(a) Buildings 1000 and 2000 TCOs. Developer has agreed to perform the work on Building 1000 (the "**Building 1000 Work**") and the work on Building 2000 (the "**Building 2000 Work**"), both as depicted in the Building 1000 & 2000 Construction Exhibit, dated August 5, 2019, and attached hereto as Attachment 1 (the "**Construction Exhibit**"), and pursuant to the following requirements (collectively, the "**TCO Requirements**"):

1. Separation of construction areas and occupied areas will be accomplished with construction fencing, signage, and other barriers. Overhead protection of pedestrians and vehicles adjacent to construction areas will be provided. Worker parking, equipment parking, and material storage will occur within designated construction areas such as the parking lot beside and under building 3000 and in the lower levels of the parking deck at building 4000. The North entrance to the parking deck will be used for construction activities and access to the lower levels will be blocked off to the public and residents.

2. Building 1000 and Building 2000, adjacent road and parking areas up through the binder layer of asphalt, curb and gutter, and sidewalk completed as shown on the attached exhibit. Temporary signage and striping for roadways, parking, crosswalks, etc. provided as necessary. All sidewalks to conform with ADA Standards and all traffic striping and

signage to be in accordance with the Manual for uniform Traffic Control Devices, latest edition.

3. The overall site mass grading, including the necessary site retaining walls, shall be finished. All disturbed areas that are not a part of an active construction zone will be permanently stabilized and erosion control devices remain in place until stabilization occurs.

4. Sanitary sewer, water, storm drainage, and electrical utilities shown installed and tested. Sanitary sewer, water, and storm drainage utilities are to remain private until they are retested and accepted by the City of Starkville as part of the normal Final Plat Process. The Developer understands that the electrical power service becomes public once energized and the Developer/Owner agrees to grant an easement to Starkville Utilities along their lines, transformers, and junction boxes for access and maintenance.

5. Continuous emergency vehicle all weather access will be provided through the site. If road closures are required within the site, they will be coordinated with the City of Starkville and Emergency Services and keys/codes for locks will be provided. It is understood that a stop work order will be issued if access is interrupted without the proper closure approval from the City of Starkville.

6. Uninterrupted accessible pedestrian routes along the complete sidewalks shown between University Drive, Building 1000, Building 2000, the parking deck, and along Camp Avenue will be provided. If short term sidewalk closures are required, they will be coordinated with the City of Starkville and appropriate barricades and signage will be utilized. The minimum width of sidewalks, both temporary and permanent, is to be 5 feet. It is understood that a stop work order will be issued if access is interrupted without the proper closure approval from the City of Starkville.

7. Intermediate Erosion Control plan shall be executed as approved by the City, including temporary grassing and stabilization of areas still under construction.

8. Traffic control plan utilizing construction fencing, pedestrian canopy, signage and other barriers per each phase (and issuance of the TCO) of the construction shall be submitted for the City's review and approval.

9. Stormwater management system is complete, fully functioning, engineer certified, and approved per the City requirements.

Provided the Developer completes the applicable Building 1000 or Building 2000 work as described above, the City will issue a TCO with respect to: (i) Building 1000, by not later than August 14, 2019, and (ii) Building 2000, by not later than September 5, 2019, in both cases allowing full occupancy and utilization of Building 1000 and Building 2000. Subject to delays caused by events outside of the reasonable control ("**force majeure**") of Developer, all Building 1000 improvements shall be completed by not later than August 14, 2019, and all Building 2000 improvements shall be completed by not later than September 5, 2019.

(b) Buildings 3000, 4000 and Remainder of Project. Subject to force majeure, Developer further agrees to complete Buildings 3000 and 4000, and the remainder of the Project, as identified and depicted in the Construction Exhibit and the approved Site Plan dated March 5, 2018 and pursuant to the above listed TCO Requirements, and the City will issue a final CO for the Project, by not later than December 31, 2019, allowing full occupancy and utilization of all Buildings and the Project as a whole. Subject to force majeure, all Buildings shall be completed by not later than December 31, 2019. Final plat and all requirements of that subdivision process shall be met prior to the issuance of a CO or TCO on Buildings 3000 or 4000. These requirements include but are not limited to: developer provided and engineer certified as-builts of all infrastructure, testing and inspection and acceptance of all infrastructure. All incomplete, sub-standard or inadequate items identified in the inspection shall be completed to the City's satisfaction prior to the execution of the final plat.

(c) Applicable Codes. All work on Buildings shall be constructed in accordance with applicable codes of the City.

(d) Issuance of TCO's and CO's. The City shall use good faith efforts to timely issue all TCO's and CO's in accordance with the terms and conditions of this Agreement.

(e) Developer agrees to hold the City harmless and indemnify the City against all costs, claims and damages against the City, including reasonable attorneys' fees arising out of injury to person or property as a result of the City's issuance of the TCO's.

ARTICLE 2 TERM

The obligations of the City and the Developer hereunder shall arise on its execution as required by law and the acquisition by the Developer of the Project property, and shall continue until the obligations are performed.

ARTICLE 3 EVENTS OF DEFAULT

(a) Any one or more of the following shall constitute an event of default by the City or the Developer hereunder (an "**Event of Default**") under this Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(1) default in the performance, or breach, of any covenant or warranty of the City in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the City by the Developer a written notice specifying such default or breach and

requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the City shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default; or

(2) default in the performance, or breach, of any covenant or warranty of the Developer in this Agreement, and the continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the Developer by the City a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "notice of default" hereunder, provided that if such default is of a kind which cannot reasonably be cured within such thirty-day period, the Developer shall have a reasonable period of time within which to cure such default, provided that it begins to cure the default promptly after its receipt of such written notice and proceeds in good faith, and with due diligence, to cure such default.

(b) Upon the occurrence of an Event of Default, each party hereto may, proceed to protect its rights and interests by suit in equity, action at law or other appropriate proceedings, whether for the specific performance of any covenant or agreement of any other party herein contained or in aid of the exercise of any power or remedy available at law or in equity.

(c) All rights, remedies and powers provided by this Agreement may be exercised only to the extent the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that the same will not render this Agreement invalid or unenforceable.

ARTICLE 4
GENERAL PROVISIONS

(a) The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

(b) This Agreement shall completely and fully supersede all other prior agreements, both written and oral, among the parties hereto relating to the matters contained herein. None of the parties hereto shall hereafter have any rights under any of such prior agreements but shall look to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the matters contained herein.

(c) This Agreement may be executed in counterparts, each of which shall constitute but one and the same agreement.

(d) This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns except as otherwise provided herein.

(e) This Agreement shall be governed exclusively by the laws of the State of Mississippi.

(f) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the party or to an officer of the party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

Developer:
IMS Development, LLC
5690 Watermelon Rd., Suite 400
Northport, AL 35473

City:
The Mayor's Office
City of Starkville
110 West Main Street
Starkville, MS 39759

(g) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of three (3) days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. Any such notice or other document delivered by mail must be sent with return receipt required.

(h) The City shall have no authority or power to, and shall not, delegate to any person the duty or obligation to observe or perform any agreement or obligation of the City hereunder.

(i) The City shall not have any authority or power to, and shall not, assign to any person any right of the City hereunder or any interest of the City herein.

(j) The Developer may assign its rights under this Agreement as collateral for outstanding obligations and loans on the Project.

(k) This Agreement may be amended or supplemented only by an instrument in writing duly authorized, executed and delivered by each party hereto.

(l) The parties represent and warrant to each other that they have the power and authority to enter into this Agreement, to carry out their obligations hereunder, that they have duly authorized the execution, delivery and performance of this Agreement, and that this Agreement is enforceable against the parties in accordance with its terms.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name, under seal, and the same attested, all by officers thereof duly authorized thereunto, and the Developer has executed this Agreement under seal, and the parties have caused this Agreement to be dated the date and year first above written.

CITY OF STARKVILLE STATE OF MISSISSIPPI

SEAL

ATTEST: Lesa Hardin
City Manager/Clerk

CITY:

CITY OF STARKVILLE, MISSISSIPPI

By: [signature]
Mayor

DEVELOPER:

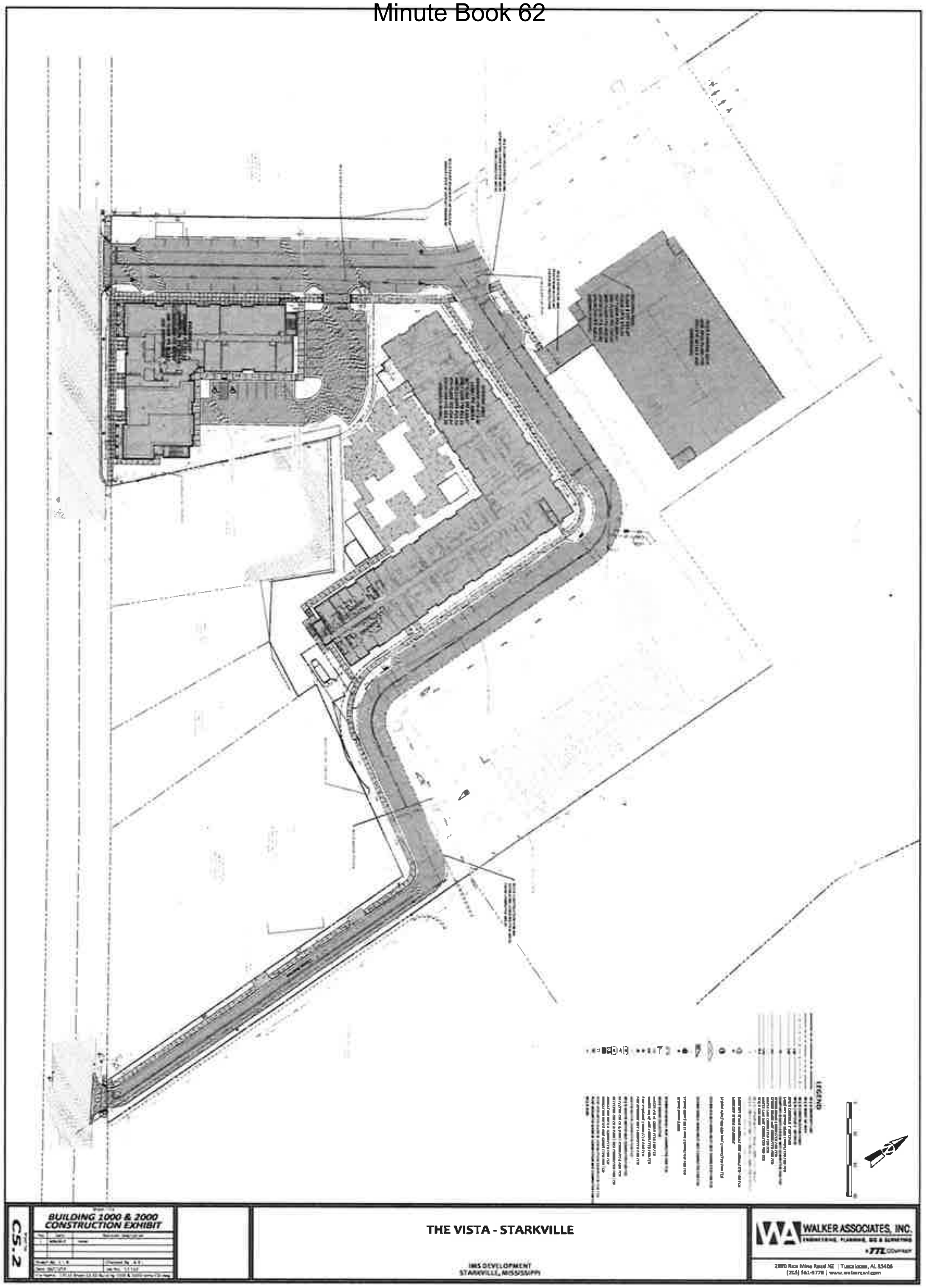
IMS DEVELOPMENT, LLC

By: H. Wallace

Its: Manager

ATTACHMENT 1

attach Construction Exhibit, dated August 5, 2019


C5.2
BUILDING 1000 & 2000 CONSTRUCTION EXHIBIT
THE VISTA - STARKVILLE
IMS DEVELOPMENT
STARKVILLE, MISSISSIPPI
WALKER ASSOCIATES, INC.
LEGEND

35. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of August 27, 2019 for fiscal year ending 9/30/19, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	$ 208,800.83
Restricted Police Fund	002	464.25
Airport Fund	015	4,150.39
Airport – Restricted Fund	016	1,757.50
Sanitation	022	44,446.14
Computer Assessments	107	12,799.94
Public Improv Bonds 2018	319	165,401.24
Park and Rec, Tourism	375	20,844.00
Trust & Agency	610	37,925.15
Economic Dev, Tourism, Conv	630	83,423.26
Payroll	681	26.92
Sub Total Before Utilities		$ 580,039.62
Utilities Dept.	SED	673,296.75
Total Claims	Total	$ 1,253,336.37

36. CONSIDERATION OF APPROVAL OF FY 2019-20 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN THE PROPOSED INCREASE COST DATA SHEET THAT RESULTED FROM THE PAY STUDY CONDUCTED BY THE STENNIS INSTITUTE OF GOVERNMENT AND COMMUNITY DEVELOPMENT AT MISSISSIPPI STATE UNIVERSITY.

Alderman Little, duly seconded by Alderman Sistrunk, offered a motion to take the item under advisement and for the Mayor to call for a budget work session Thursday, September 5, at 4 p.m. The Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Yea
Alderman Jason Walker Voted: Yea
Alderman Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Yea
Alderman Henry Vaughn, Sr. Voted: Absent
Having received a majority affirmative vote, the Mayor declared the motion passed.

37. CONSIDERATION OF APPROVING A CITY OF STARKVILLE MUNICIPAL SECURITY (COSMS) CAMERA POLICY.

Information technology Director Joel Clements presented. Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve the City of Starkville Municipal Security (CoSMS) Camera Policy.
The Board voted as follows:

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

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

City of Starkville Municipal Security (CoSMS) Camera Policy

I. Purpose and Scope

This policy provides guidance for the placement and monitoring of city public safety video imaging, as well as the storage and release of the captured images. This policy only applies to overt, marked public safety camera systems operated by the City of Starkville. It does not apply to mobile audio/video systems, covert audio/video systems or any other image-capturing devices used by the City of Starkville.

II. Policy

The City of Starkville operates a public safety video imaging system to complement its anti-crime strategy, to effectively allocate and deploy personnel, and to enhance public safety and security in public areas. Cameras may be placed in strategic locations throughout the City to detect and deter crime, to help safeguard against potential threats to the public, to help manage emergency response situations during natural and man-made disasters and to assist City officials in providing services to the community. Video recording in public areas will be conducted in a legal and ethical manner while recognizing and protecting constitutional standards of privacy.

III. Operational Guidelines

Only city-approved video imaging equipment shall be utilized. Members authorized to monitor video imaging equipment should only monitor public areas and public activities where no reasonable expectation of privacy exists.

1. Placement and Monitoring

Camera placement will be guided by the underlying purpose or strategy associated with the CoSMS system. The Information Technology (IT) Director and Chief of Police, or their authorized designees, shall approve all proposed locations for the use of video imaging technology and should consult with and be guided by legal counsel as necessary in making such determinations. Environmental factors, including lighting, location of buildings, presence of vegetation or other obstructions, should also be evaluated when determining placement.

The cameras shall only record video images and not sound. Recorded images may be used for a variety of purposes. The public video imaging system may be useful for the following purposes:

a. To prevent, deter, and identify criminal activity.
b. To respond to critical incidents.
c. To assist in identifying, apprehending, and prosecuting offenders.
d. To document officer and offender conduct during interactions to safeguard the rights of the public and officers.
e. To augment resources in a cost-effective manner.
f. To monitor pedestrian and vehicle traffic activity.

Images from each camera should be recorded in a manner consistent with the underlying purpose of the particular camera. Images should be transmitted to a monitor installed in the Starkville Police Department Dispatch or by personnel on department approved devices. When activity warranting further investigation is reported or detected at any camera location, the available information should be provided to responding officers in a timely manner. The IT Director and Chief of Police, or their authorized designees, are authorized to adjust the cameras to more effectively view a particular area for any legitimate public safety purpose.

Unauthorized recording, viewing, reproduction, dissemination or retention is prohibited.

The cameras only record images and do not record sound. Recorded images may be used for a variety of purposes, including criminal investigations and monitoring of activity around high value or high threat areas.

2. Integration with Other Technology

The City of Starkville may elect to integrate the CoSMS system with other technology to enhance available information. Systems such as gunshot detection, incident mapping, crime analysis, license plate recognition, and other video-based analytical systems may be considered based upon availability and the nature of department strategy. The use of facial recognition technology (*automated or semi-automated process that assists in identifying or verifying an individual based on an individual's face)* to examine captured imaging shall be prohibited without exigent circumstances or issuance of a search warrant.

IV. Video Supervision

The IT Director and Chief of Police, or their authorized designees, should monitor video access and usage to ensure members are within city policy and applicable laws.

1. Prohibited Activity

Public safety video systems will not intentionally be used to invade the privacy of individuals or observe areas where a reasonable expectation of privacy exists.

Public safety video equipment shall not be used in an unequal or discriminatory manner and shall not target protected individual characteristics including, but not limited to race, ethnicity, national origin, religion, disability, gender or sexual orientation.

Video imaging equipment shall not be used to harass, intimidate or discriminate against any individual or group.

V. Storage and Retention of Media

All downloaded media shall be stored in a secure area with access restricted to authorized persons. A recording needed as evidence shall be copied to a suitable medium and booked into evidence in accordance with established evidence procedures.

The type of video imaging technology employed and the manner in which recordings are used and stored will affect retention periods. Retention will remain compliant with the current Mississippi Department of Archives and History Records Retention Schedule for Municipalities.

Any recordings needed as evidence in a criminal or civil proceeding shall be copied to a suitable medium and booked into evidence in accordance with current evidence procedures.

1. Evidentiary Integrity

All downloaded and retained media shall be treated in the same manner as other evidence. Media shall be accessed, maintained, stored and retrieved in a manner that ensures its integrity as evidence. Management of video evidence shall comply with Starkville Police Department General Order 419 “Evidence”.

VI. Release of Video Images

All recorded video images gathered by the public safety video imaging equipment are for the official use of the City of Starkville.

Requests for recorded video images from the public or the media shall be processed in the same manner as requests for department public records.

Recorded video images that are the subject of a court order or subpoena shall be processed in accordance with the established department subpoena process.

VII. Video System Audit

The IT Director and Chief of Police, or their authorized designees, will conduct an annual review of the public safety video system. The review should include an analysis of the cost, benefit and effectiveness of the system, including any public safety issues that were effectively addressed or any significant prosecutions that resulted, and any systemic operational or administrative issues that were identified, including those related to training, discipline or policy.

38. CONSIDERATION OF APPROVING A CITY OF STARKVILLE SOCIAL MEDIA USAGE POLICY AND UPDATING THE CITY’S EMPLOYEE HANDBOOK TO REFLECT THE CHANGES.

Information technology Director Joel Clements presented. Alderman Little, duly seconded by Alderman Beatty, offered a motion to approve a City of Starkville Social Media Usage Policy and updating the City’s Employee Handbook to reflect the changes. The Board voted as follows:

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

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

Introduction

Social media is becoming an increasingly popular platform that is utilized by a significant portion of the population. Individuals have essentially unlimited access to these platforms through smart phones and other connected devices. The ability of staff members to instantly post highly visible comments on these platforms has the potential to create negative implications for the government entities.

Municipalities must consider that the demarcation of private and public expression by their employees is blurred through social media. Historically, public employee comments regarding government outside the workplace would be interpreted as their own. Now, government employee comments on Twitter, Facebook, and other forms of social media could be interpreted as official government speech.

Purpose

The purpose of this policy is to address non-official city government personnel use of personal social media during and after working hours. The city respects the legal rights of its employees to use their own devices and time to express their opinions through social media, but also must clarify that responsibilities of municipal employees do not always end with their work day. The city is committed to the appropriate use of social networks for business purposes. Likewise, the city recognizes that its employees participate in social networks for personal reasons.

The city therefore establishes the following policies and guidelines for the use of social networks, whether the social networks are accessed within or outside of the workplace. The city has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on City social media sites.

Definitions

For purposes of this policy, "social media" is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, blogs, YouTube, Twitter, LinkedIn, and Flicker.

For purposes of this policy, "comments" include information, articles, pictures, videos or any other form of communicative content posted on a City of Starkville social media site.

Use of City and Other Social Network Sites for City Purposes

The city authorized, sponsored, or affiliated blogs or other social network sites are used to: convey information about city services; advise citizens about updates; obtain customer feedback, reach out to potential new markets; raise awareness; issue or respond to breaking news, or respond to negative publicity; and discuss city and department specific activities and events.

Personal Use of Social Media

The following policies and guidelines apply to employee use of social network sites for personal reasons (i.e., not on the City's behalf):

1. In general, what a city employee does on his/her own time is his/her own business, but the responsibilities of a city employee do not always end when the employee is off the clock. Employees may choose to personally participate in social networking sites. These accounts must remain personal in nature and be used to share personal opinions or non-work related information. This helps ensure a distinction between sharing personal and organizational views.

2. In addition, employees should never use their government e-mail account or password in conjunction with a personal social networking site. If employees identify themselves as a city employee on social media platforms, then they should indicate that views expressed on that platform are not official views of the City.

3. Employees who use social network sites (whether city or non-city) for personal, rather than business, reasons are prohibited from representing or suggesting that their posts are approved, sponsored or authorized by the city, or that they are speaking on the city's behalf or on behalf of any city client or business affiliate.

4. Employees are permitted to use city-owned computers and electronic devices (including tablets and smartphones), city-licensed software, and other electronic equipment and facilities for business purposes only. Use for personal social networking during work time is not permissible. Personal use will consume a significant amount of time and resources that would otherwise be used for business purposes, and would interfere with employee productivity that will preempt any business activity.

Personal Responsibilities & Ethics when using Social Media

1. Employees are personally responsible for the content they publish on blogs, social media networks or any other form of user generated content.
2. Employees identifying themselves (directly or indirectly) on social network sites as employed by or affiliated with the city or an city client or business affiliate are prohibited from engaging in conduct on social network sites that is inconsistent

with the city's values in such a way that it could damage the reputation of the city or an city clients or business affiliate and/or contribute to an unsafe environment for city employees, business affiliates, or the public.

3. Employees therefore cannot use social media to harass, threaten, discriminate or disparage against employees or anyone associated with or doing business with the City. Employees must use social network sites in a manner that complies with all applicable city policies, including but not limited to Policy against Sexual Harassment and Other Workplace Harassment and Policy Regarding Violence in the Workplace, regardless of whether the site usage occurs inside or outside the workplace.
4. Employees utilizing social media for personal use shall not use the City official city marks nor should they use the city government's name to promote or endorse any product, cause, or political candidate.
5. If an employee is contacted by the media or the press to provide a comment on the city's behalf, the request must be channeled through the Communications Officer or the City Clerk.

Monitoring

1. The city reserves the right to monitor comments and/or discussions about the city and its business, and services, as well as related topics that are posted anywhere on all types of openly accessible Internet sites regardless of who posted the comments or participated in the discussions and those individuals' or entities' relationship to or with the city. City employees should have no expectation of privacy with regard to any such comments or discussions on these public locations.
2. The city also cautions that employees should have no expectation of privacy while using city equipment (including city-owned computers and electronic devices like ipads and smartphones) networks and facilities for any purpose, including social networking and incidental personal use as provided in Section #4 above. The city reserves the right to monitor, access and disclose information posted or exchanged on social media sites by employees using city hardware or software. The city also reserves the right to use content management tools to monitor, review, and block content on city social network sites that violates the city's Social Networking Policy and other policies or guidelines.

Reporting Violations

Employees should report violations of the city's Social Networking Policy to their supervisor, the next level of management, or to Human Resources.

Compliance

Employees who do not comply with these policies are subject to disciplinary action consistent with the personnel manual. Retaliation against any employee (or other person) for reporting a violation of this Policy or for assisting in an investigation related to this Policy is prohibited. Anyone engaging in retaliation will be subject to disciplinary action, up to and including termination.

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

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

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

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

40. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Walker offered a motion to enter Executive Session for the purpose of pending litigation relating to a stop work order and two EEOC claims. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

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

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

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 pending litigation relating to a stop work order and two EEOC claims. At this time, the Board entered Executive Session.

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

Alderman Little offered a motion to return to open session. Alderman Beatty seconded the motion and the Board voted as follows to return to open session:

Alderman Ben Carver	Voted: Yea
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: Absent

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 and asked the City Attorney to read the motion.

42. MOTION TO LIFT A STOP WORK ORDER.

Alderman Walker offered a motion that the Stop Work Order associated with Country Club Estates Phase 3 be lifted so that the developer can proceed with the remediation efforts to the northernmost cul de sac of Turnberry Lane, which abuts the Greenbriar Subdivision. Alderman Little seconded the motion and the Board voted as follows:

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

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

43. MOTION TO RECESS UNTIL SEPTEMBER 17, 2019 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Beatty, for the Board of Aldermen to recess the meeting until September 17, 2019 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2019.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)