MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
February 18, 2020

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on February 18, 2020 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:

Mayor Spruill asked to add Board Business, Item X. 6. "Approval of Kimley Horn as the preferred consultant to provide the BUILD Grant Professional Engineering services and authorization for the Mayor to negotiate and execute an engineering consultant contract in accordance with Mississippi procurement procedures and the Local Public Agencies (LPA) guidelines as outlined by the Mississippi Department of Transportation."

Alderman Beatty asked to remove Board Business, Item X. 2 "Northstar Industrial Park 3.5M Bonds" from consent.

Alderman Perkins asked to remove Board Business, Items X. 3. "Interlocal Agreement" and X. 4. "Use of Existing Proceeds – Northstar Bonds" from consent.

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 Carver offered a motion, duly seconded by Alderman Little, to approve the February 18, 2020 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
RECESS MEETING OF TUESDAY, FEBRUARY 18, 2020
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 JANUARY 21, 2020 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JANUARY 22, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JANUARY 31, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
New Employee Introductions: Police Officers Garrett Miles and Elizabeth Beck

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

CONTROLLERS GENERATION II 4-H CLUB – PRESENTATION OF STATE 4H WINNERS
BY ROSE COFFEY GRAHAM, VOLUNTEER LEADER

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

1. CONSIDERATION OF A SPECIAL WARRANTY DEED FROM CITY OF STARKVILLE, MISSISSIPPI TO STATE OF MISSISSIPPI TO PRESERVE ACCESS TO THE CORNERSTONE PARK SITE FOR THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, AND RELEASE OF ROADWAY EASEMENT FROM STATE OF MISSISSIPPI TO CITY OF STARKVILLE, MISSISSIPPI TO EXTINGUISH THE EASEMENT THAT TRAVERSED THE PROPERTY AND THAT WAS PREVIOUSLY RECORDED IN DEED BOOK 2013 PAGE 7091 OF THE OKTIBBEHA COUNTY LAND RECORDS.

X. BOARD BUSINESS

1. CONSIDERATION TO ADVERTISE TO FILL A VACANCY FOR THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES FOR A TERM ENDING MARCH, 2020.

2. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK,

OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM, AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) IN ONE OR MORE FEDERALLY TAXABLE AND/OR TAX-EXEMPT SERIES TO SUPPORT THE CONTINUED DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK LOCATED NEAR THE INTERSECTION OF HIGHWAY 82 AND HIGHWAY 389 IN THE CITY OF STARKVILLE, MISSISSIPPI, TOGETHER WITH CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN.

3. CONSIDERATION OF INTERLOCAL COOPERATION AGREEMENT BETWEEN STARKVILLE, MISSISSIPPI AND OKTIBBEHA COUNTY, MISSISSIPPI RELATING TO FUNDING AND REVENUES ASSOCIATED WITH NORTHSTAR INDUSTRIAL PARK PROJECTS.

4. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE USE OF EXISTING PROCEEDS FROM THE SALE OF ITS GENERAL OBLIGATION BONDS ISSUED IN 2017 FOR THE PURPOSE OF FUNDING THE ACQUISITION AND DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK TO NOW PAY THE COSTS OF FURTHER IMPROVEMENTS TO CERTAIN PARCELS LOCATED WITHIN THE NORTHSTAR INDUSTRIAL PARK IN ORDER TO MAKE SUCH PARCELS MORE SUITABLE AND READY FOR IMMEDIATE DEVELOPMENT THEREON BY ONE OR MORE PRIVATE ENTERPRISES.

5. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF ELECTRIC SYSTEM REVENUE BONDS, SERIES 2020, OF THE MUNICIPALITY, IN THE PRINCIPAL AMOUNT OF EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000); AND FOR RELATED PURPOSES.

6. APPROVAL OF KIMLEY HORN AS THE PREFERRED CONSULTANT TO PROVIDE THE BUILD GRANT PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES AND THE LOCAL PUBLIC AGENCIES (LPA) GUIDELINES AS OUTLINED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND PHI MEDICAL, LLC TO PROVIDE AIR MEDICAL SERVICES FOR THREE YEARS LOCATED IN A PORTION OF THE SOUTH HANGAR ON GEORGE M. BRYAN FIELD.

2. REQUEST APPROVAL FOR AIRPORT DIRECTOR, RODNEY LINCOLN TO TRAVEL TO DOBBINS AIR RESERVE BASE, MARIETTA, GA ON FEBRUARY 21-22, 2020 SOUTH EASTERN COUNCIL OF AIR SHOW CONFERENCE FOR AIR SHOW TRAINING.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

    a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE UNITED WAY OF NORTH MISSISSIPPI REQUESTING IN-KIND SERVICES FOR THE SEVENTH ANNUAL TOUCH-A-TRUCK EVENT ON SATURDAY, APRIL 25, 2020 AT MCKEE PARK.

    b. CONSIDERATION OF SELECTION OF THOMAS STEWART AS THE SECOND OF THREE INDEPENDENT CONSULTANTS FOR ARCHITECTURE REVIEW.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF REJECTING ALL BIDS FOR THE SHS BRIDGE PROJECT AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.

2. CONSIDERATION OF APPROVAL TO SELECT GARVER ENGINEERING AS THE CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) CONSULTANT FOR THE LINKAGE TAP PROJECT USING MDOT SMALL PURCHASE PROCEDURE, AUTHORIZE THE MAYOR TO NEGOTIATE AND SIGN AN ENGINEERING SERVICES CONTRACT, AND EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 11, 2020 FOR FISCAL YEAR ENDING 9/30/20, 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. ACCEPTANCE OF JANUARY 2020 FINANCIAL STATEMENTS.

3. CONSIDERATION OF AMENDING, NUNC PRO TUNC, ITEM 5 OF THE MINUTES OF THE DECEMBER 3, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS TO CLARIFY THE CITY'S HOLIDAY SCHEDULE TO INCLUDE PRESIDENT'S DAY.

4. REQUEST APPROVAL OF FISCAL YEAR 2020 BUDGET AMENDMENTS.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE EMMA ARMSTRONG AS A PART TIME RECEPTIONIST FOR THE FINANCE & ADMINISTRATION DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE LAVORIOUS WARREN AS A MAINTENANCE WORKER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE NICK CALLAHAN AS AN ATHLETIC SUPERVISOR IN THE PARKS AND RECREATION DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF RENEWAL OF AGREEMENT WITH GARNER COMPUTERS FOR MAINTENANCE AND CONSULTATION COSTS ASSOCIATED WITH THE CITY'S VOICE OVER INTERNET PROTOCOL (VOIP) PHONES AND OTHER NETWORK GEAR.

I. PARKS

1. CONSIDERATION OF AN AGREEMENT WITH PYRO SHOWS, THE LOWEST OF TWO QUOTES, IN THE AMOUNT OF $8,499.00, TO BE USED AS THE FIREWORKS VENDOR FOR THE 4TH OF JULY CELEBRATION.

2. CONSIDERATION TO APPLY FOR $120,000 RECREATIONAL TRAILS GRANT PROGRAM THROUGH MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS (MDWFP) WITH $30,000 IN-KIND SERVICES FROM CITY OF STARKVILLE FOR CLEARING/GRADING OF THE TRAIL TO BE SPLIT BETWEEN STARKVILLE PARKS AND RECREATION DEPARTMENT AND CITY ENGINEERING AND STREETS DEPARTMENT.

3. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE CHRISTIAN SCHOOL FOR USE OF AN ATHLETIC FIELD FOR THEIR SOFTBALL AND BASEBALL SEASONS.

4. CONSIDERATION TO AUTHORIZE THE REPLACEMENT OF A NEW HOLLAND FIELD MAINTENANCE TRACTOR WITH THE PURCHASE OF A JOHN DEERE 3025D COMPACT UTILITY TRACTOR (STATE CONTRACT MS GROUNDS MAINTENANCE EQUIPMENT 8200043475) AT A PURCHASE PRICE OF $14,259.60, THE LOWER OF TWO QUOTES.

5. CONSIDERATION OF DECLARING TWO MOWERS (SERIAL NUMBERS 642991 AND 232537), ONE SANDPRO (SERIAL NUMBER 08814), ONE NEW HOLLAND TRACTOR (SERIAL NUMBER 27553), ONE GENERAL ELECTRIC REFRIGERATOR, ONE KENMORE FREEZER (SERIAL NUMBER WB70924099), AND PLAYGROUND EQUIPMENT AS SURPLUS AND SELL TO THE HIGHEST BIDDER.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO DECLARE A CAMPER/TRAILER (VIN: 47CT-S5P226L116611), 23 VISTA BLUE LIGHT BARS AND 15 PRO-GARD PRISONER TRANSPORT CAGES AS SURPLUS PROPERTY AND LIST FOR SALE ON GOVDEALS.COM IN THAT THE EQUIPMENT IS OUTDATED AND WILL NOT FIT CURRENT OR FUTURE VEHICLES.

2. REQUEST APPROVAL TO APPLY FOR FY21 DUI GRANT FUNDING WITH THE MS OFFICE OF HIGHWAY SAFETY IN THE AREA OF DUI ENFORCEMENT IN THE AMOUNT OF $87,670.00 IN 100% REIMBURSABLE FUNDS IN THE AREA OF SALARY FOR TWO DUI OFFICERS AND OVERTIME FOR DUI ENFORCEMENT.

3. REQUEST APPROVAL TO APPLY FOR THE FY21 MOHS POLICE TRAFFIC SERVICES GRANT (MS OFFICE OF HIGHWAY SAFETY) IN THE AMOUNT OF $17,000.00 IN 100% REIMBURSABLE FUNDS IN THE AREA OF OVERTIME FOR TRAFFIC ENFORCEMENT, DEDICATED TO SEATBELT, CHILD RESTRAINT AND SPEEDING ENFORCEMENT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR SUMMIT TRUCK GROUP OF TUPELO, MS FOR ENGINE REPAIR WORK TO BE COMPLETED BY AN ASE-CERTIFIED MECHANIC ON THE ELECTRIC DIVISION BUCKET TRUCK NUMBER 37, NOT TO EXCEED $18,000.00, AS AN EMERGENCY REPAIR PER MISSISSIPPI CODE §31-7-13 (k).

2. REQUEST AUTHORIZATION TO ACCEPT THE ENGINEERING PROPOSAL FROM SPRINGER ENGINEERING OF STARKVILLE, MS FOR THE BABYLON ROAD CDBG SEWER IMPROVEMENTS PROJECT.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL MARCH 3, 2020 @ 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 at (662) 323-2525, at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 27:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 21, 2020 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the January 21, 2020 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 JANUARY 22, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the January 22, 2020 work session 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 THE JANUARY 31, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the January 31, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF A SPECIAL WARRANTY DEED FROM CITY OF STARKVILLE, MISSISSIPPI TO STATE OF MISSISSIPPI TO PRESERVE ACCESS TO THE CORNERSTONE PARK SITE FOR THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, AND RELEASE OF ROADWAY EASEMENT FROM STATE OF MISSISSIPPI TO CITY OF STARKVILLE, MISSISSIPPI TO EXTINGUISH THE EASEMENT THAT TRAVERSED THE PROPERTY AND THAT WAS PREVIOUSLY RECORDED IN DEED BOOK 2013 PAGE 7091 OF THE OKTIBBEHA COUNTY LAND RECORDS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of a Special Warranty Deed from City of Starkville, Mississippi to State of Mississippi to preserve access to the Cornerstone Park Site for the Mississippi Department of Public Safety, and Release of Roadway Easement from State of Mississippi to City of Starkville, Mississippi to extinguish the easement that traversed the property and that was previously recorded in Deed Book 2013 Page 7091 of the Oktibbeha County Land Records" is enumerated, this consent item is thereby approved.

Book:2020 Page:1070-1075
Deed
RCD: 02/19/2020 @01:29:34 PM
Oktibbeha County, MS
Sharon Livingston Chancery Clerk

Document Type: Special Warranty Deed From the City of Starkville
Release of Roadway Easement from State of Mississippi

PREPARED BY:
Ward Rogers & Faver, PLLC
121 N. Jackson Street
Starkville, MS 39759
HRR: MSB#5641
RPF: MSB#10452
662-323-1912

RECORD & RETURN TO:
Ward Rogers & Faver, PLLC
121 N. Jackson Street
Starkville, MS 39759

GRANTOR INFO
City of Starkville
110 West Main Street
Starkville, MS 39759
662-323-2525

GRANTEE INFO
State of Mississippi
P.O. Box 958
Jackson, MS 39205
601-325-1575

L8488, L8582

INDEX AS: 0.76+/- ac in Section 8, Township 18 North, Range 14 East
Starkville, Oktibbeha County, Mississippi

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

SPECIAL WARRANTY DEED AND RELEASE OF ROADWAY EASEMENT

In consideration of Ten Dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CITY OF STARKVILLE, MISSISSIPPI**; GRANTOR, does hereby convey and warrant specially unto, **STATE OF MISSISSIPPI**; GRANTEE, the following described tract or parcel of land situated in Oktibbeha County, Mississippi, to-wit:

> Commencing at the Northeast Corner of Section 8, Township 18 North, Range 14 East, Oktibbeha County, Mississippi and run West for a distance of 5284.65 feet; thence South for a distance of 4036.09 feet to an iron pin found at the West corner of Lot 7; thence North 59 degrees 11 minutes 03 seconds East along the said South Railroad Right of Way for a distance of 2768.77 feet to a concrete right-of-way marker at the intersection of the Railroad South right-of-way and the West right- of-way of Ms. Highway 25; thence South 07 degrees 01 minutes 30 seconds East along the West right-of-way of Ms. Highway 25 a distance of 992.40 feet to a concrete right-of-way marker; thence South 00 degrees 11 minutes 48 seconds West along said west right-of-way, a distance of 235.02 feet; thence South 00 degrees 11 minutes 48 seconds West along said west right-of-way, a distance of 45.00 feet to the intersection of the centerline of Corporate Drive and the, West right-of-way of Ms. Highway 25- said point also being the POINT OF BEGINNING of the centerline of Corporate Drive. From the POINT OF BEGINNING run North 89 degrees 34 minutes 25 seconds West, a distance of 39.16 feet to a point of curve to the right having a radius of 320.00 feet; chord length of 312.98 feet and a chord bearing of North 60 degrees 17 minutes 47 seconds West; thence northwesterly along the arc a distance of 327.03 feet to the POINT OF ENDING. Said Corporate Drive having a total right-of-way width of 90.00 feet- 45.00 feet left of and 45.00 feet right of the previously described centerline.

Said roadway being located in the Southwest quarter of Section 8, Township 18 North, Range 14 East, Oktibbeha County, Mississippi and contains 0.76 acres (32948 Sq. Ft.), more or less.

It is understood and agreed between Grantor and Grantee that in consideration for the fee simple transfer of the 0.76 acre parcel State of Mississippi does hereby release all of the remaining roadway easement area set forth and described in the Special Warranty Deed from Oktibbeha County Economic Development Authority filed November 25, 2013 and recorded in Deed Book 2013 at page 7091.

The purpose of this conveyance and release of easement is in recognition of the fact that when the property was originally transferred to State of Mississippi it was anticipated that the entire area surrounding the subject property would be developed into an industrial park area. Since the original conveyance in 2013 it has been determined by OCEDA and City of Starkville, Mississippi that the best use for the remaining property is for said property to be developed into a community recreational area for recreational sports and as such, it has become necessary to release the roadway easement area originally granted to State of Mississippi since it runs through the center of the area to be developed into a city recreational park.

Use and possession of the within described property by the State of Mississippi shall be exercised by and through the Mississippi Department of Public Safety, an agency of the State of Mississippi, with an address at Post Office Box 958, Jackson, Mississippi 39205

(Telephone Number 601-325-1575). It is understood and agreed by and between Grantor and Grantee that such use and possession shall not be a limitation on the grant herein and that there shall be no limitation on the right of Grantee to assign or reassign use and possession of the Property to another agency of the State, or to otherwise dispose of the Property.

Grantors warrants that the property herein conveyed is not subject to ad valorem taxation.

Executed this the 5th day of February, 2020.

City of Starkville, Mississippi

By: [signature]
Lynn Spruill, Mayor
City of Starkville

By: Lesa D. Hardin
Lesa D. Hardin, Clerk of the
City of Starkville

State of Mississippi
Dept. of Public Safety

Name: Chris Gillard
Title: Ast. Comm of DPS

Deeds¥City.of.Stark.2.State.of.MS-SPECIAL.wpd

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this 18th day of February, 2020 within my jurisdiction, the within named **Lynn Spruill**, who acknowledged that she is the Mayor of the City of Starkville, Mississippi and that in said representative capacity she executed the above and foregoing instrument after first having been duly authorized so to do.

Vickie M Hampton
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 115585 VICKIE M. HAMPTON Commission Expires March 10, 2020 WINSTON COUNTY

My Commission Expires: March 10, 2020

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this 18th day of February, 2020, within my jurisdiction, the within named **Lesa D. Hardin**, who acknowledged that she is the Clerk of the City of Starkville, Mississippi and that in said representative capacity she executed the above and foregoing instrument after first having been duly authorized so to do.

Vickie M. Hampton
NOTARY PUBLIC

My Commission Expires: March 10, 2020

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 115585 VICKIE M. HAMPTON Commission Expires March 10, 2020 WINSTON COUNTY

Deeds¥City.of.Stark.2.State.of.MS-SPECIAL.wpd

STATE OF MISSISSIPPI:
COUNTY OF Hinds :

Personally appeared before me, the undersigned authority in and for said county and state, on this 5th day of February, 2020, within my jurisdiction, the within named Chris Gillard, who acknowledged that he/she is the Asst. Commissioner of the State of Mississippi Department of Public Safety and that in said representative capacity he/she executed the above and foregoing instrument after first having been duly authorized so to do.

Laurie K Blackwell
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID = 104470
LAURIE K. BLACKWELL
Commission Expires
Jan. 24, 2021
HINDS COUNTY

CHANCERY COURT OKTIBBEHA MISSISSIPPI

Deeds¥City.of.Stark.2.State.of.MS-SPECIAL.wpd

6. CONSIDERATION TO ADVERTISE TO FILL A VACANCY FOR THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD OF TRUSTEES FOR A TERM ENDING MARCH, 2025.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to advertise to fill a vacancy for the Starkville Oktibbeha Consolidated School District Board of Trustees for a term ending March 2025" is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF ELECTRIC SYSTEM REVENUE BONDS, SERIES 2020, OF THE MUNICIPALITY, IN THE PRINCIPAL AMOUNT OF EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000); AND FOR RELATED PURPOSES.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, acknowledging and approving the sale and award of Electric System Revenue Bonds, Series 2020, of the Municipality, in the principal amount of eight million five hundred thousand dollars ($8,500,000); and for related purposes" is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF ELECTRIC SYSTEM REVENUE BONDS, SERIES 2020, OF THE MUNICIPALITY, IN THE PRINCIPAL AMOUNT OF EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000); AND FOR RELATED PURPOSES.

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

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

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

"Bonds" shall mean the Electric System Revenue Bonds, Series 2020, of the Municipality, in the principal amount of Eight Million Five Hundred Thousand Dollars ($8,500,000), authorized and directed to be issued in the Bond Resolution.

"Bond Resolution" shall mean the resolution adopted by the Governing Body on January 21, 2020, authorizing and directing the issuance of the Bonds.

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

"Mayor" shall mean the Mayor of the Municipality.

"Underwriter" shall mean Duncan-Williams, Inc., Memphis, Tennessee, the successful bidder for the Bonds.

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

2. The Governing Body on January 21, 2020, did adopt the resolution including the form of the Notice of Bond Sale directing that the Bonds be offered for sale on sealed bids to be received at the prescribed location until the hour of 3:00 p.m. on February 18, 2020.

3. As directed by the Bond Resolution and as required by Section 31-19-25, Mississippi Code of 1972, as amended, the Notice of Bond Sale was duly published in *The Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, said notice having been published in said newspaper at least two (2) times, said publication having been made in said newspaper on February 4, 2020, and February 11, 2020, and the first publication having been made at least ten (10) days preceding February 18, 2020, all as shown by the proof of publication of the Notice of Bond Sale attached hereto as **Attachment A.**

4. The Clerk, acting on behalf of the Governing Body, did appear at City Hall in the Municipality at 3:00 o'clock p.m. on February 18, 2020, to receive bids.

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

6. The Governing Body finds and determines that the highest and best bid made for the Bonds on the basis of the lowest net interest cost over the life of the Bonds was made by Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter"), and further finds that said bid was accompanied by a cashier's check, certified check, or exchange, payable to the Governing Body in the amount of One Hundred Seventy Thousand Dollars ($170,000), and issued or certified by a bank located in the State of Mississippi, as a guaranty that said bidder would carry out its contract and purchase the Bonds if its bid be accepted.

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

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

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

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

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

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

SECTION 4. Good Faith Checks. The return of the good faith checks filed by all unsuccessful bidders upon their respective receipts therefor is approved upon, and the good faith check filed by the Underwriter shall be retained by the Municipality as a guaranty that the Underwriter will carry out its contract and purchase the Bonds. If the Underwriter fails to purchase the Bonds pursuant to its bid and contract, the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure.

SECTION 5. Bond Details. The Bonds shall be in registered form; shall be dated and bear interest from March 1, 2020; shall be issued in the denomination of Five Thousand Dollars

($5,000) each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in the order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America to the Paying Agent; shall bear interest from the date thereof, payable on March 1, 2021 and semiannually thereafter on March 1 and September 1 of each year; and shall mature and become due and payable serially, with option of prior payment as detailed in the Bond Resolution, as heretofore provided, on March 1 in the years and principal amounts and at the rates as follows:

YEAR	AMOUNT	INTEREST RATE
2021	$455,000	2.375%
2022	$470,000	2.375%
2023	$485,000	2.250%
2024	$500,000	2.250%
2025	$515,000	2.250%
2026	$530,000	2.125%
2027	$545,000	2.000%
2028	$565,000	1.750%
2029	$580,000	1.750%
2030	$595,000	1.750%
2031	$615,000	1.750%
2032	$635,000	1.875%
2033	$650,000	2.000%
2034	$670,000	2.000%
2035	$690,000	2.000%

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

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

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

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

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

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 day, February 18, 2020.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

CITY OF STARKVILLE STATE OF MISSISSIPPI

(Seal)

{JX409395.2}

Attachment A

Proof of Publication

The Starkville Daily News

February 4, 2020, and February 11, 2020

The State of Mississippi
OKTIBBEHA COUNTY }

AFFIDAVIT OF PUBLICATION

Before me, in and for said county, this day personally came the undersigned representative of the Starkville Daily News, a newspaper published in the City of Starkville, of said county and state, who being duly sworn deposeth and says that the publication of a certain notice, a true copy of which, is hereto affixed has been made for ______ weeks consecutively, to wit:

Dated Feb. 4, 2020
Dated Feb. 11, 2020
Dated ______, 20____
Dated ______, 20____
Dated ______, 20____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed; and that the publication thereof has been correctly made.

WITNESS MY HAND AND SEAL OF OFFICE, this the 14th day of February, A.D., 2020

By: ______________________
Notary Public

SEAL:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 158381 KIMBERLEY G. JONES Commission Expires Sept. 30, 2023 OKTIBBEHA COUNTY

STARKVILLE DAILY NEWS

By: Anna L Warnok
( ) Publisher ( ) Clerk

Publication Fee $ ________
Proof(s) Of Publication $ ________
Total Charges $ ________

AFFIDAVIT# 36384

NOTICE OF BOND SALE

$8,500,000
ELECTRIC SYSTEM REVENUE BONDS, SERIES 2020
OF THE
CITY OF STARKVILLE, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive sealed bids at the City Hall located at 110 West Main Street, Starkville, Mississippi, until the hour of 3:00 p.m. on Tuesday, February 18, 2020, at which time said bids will be publicly opened and read for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Eight Million Five Hundred Thousand Dollars ($8,500,000) Electric System Revenue Bonds, Series 2020, of the Municipality (the "Bonds"). The City Clerk of the Municipality will act on behalf of the Governing Body to receive such bids at the aforesaid date, time, and place. Award of the bid is expected to be made at the regular meeting of the Governing Body on Tuesday, February 18, 2020, at 5:30 p.m.

THE BONDS: The Bonds will be dated and bear interest from March 1, 2020; will be delivered in definitive form as registered bonds; will be in the denomination of Five Thousand Dollars ($5,000) each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body, in the manner hereinafter provided; and will bear interest, payable on March 1, 2021, and semiannually thereafter on March 1 and September 1 of each year at the rate or rates offered by the successful bidder in its bid in accordance with this Notice of Bond Sale.

MATURITIES: The Bonds will mature serially, with option of prior payment, on March 1 in each of the years and amounts as follows:

YEAR	AMOUNT
2021	$455,000
2022	$470,000
2023	$485,000
2024	$500,000
2025	$515,000
2026	$530,000
2027	$545,000
2028	$565,000
2029	$580,000
2030	$595,000
2031	$615,000
2032	$635,000
2033	$650,000
2034	$670,000
2035	$690,000

REDEMPTION: The Bonds maturing after March 1, 2027 are subject to redemption prior to their stated dates of maturity at the option of the Municipality, on and after March 1, 2026, at par, plus accrued interest to the date of redemption, either in whole or in part, in whole or in part on any date, in inverse order of maturity. Interest shall cease to accrue on any of the Bonds which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for. At least thirty (30) days before the redemption date of any Bonds, the City Clerk shall cause a notice of any such redemption, either in whole or in part, signed by the City Clerk, (1) to be filed with the Paying Agent (as hereinafter defined) and (2) to be mailed, postage prepaid, to all Registered Owners of the Bonds at their addresses as they appear on the registration books of the Paying Agent, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the redemption price to be paid, the place or places at which payment shall be made and, if less than all of the Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

AUTHORITY AND SECURITY: The Bonds will be issued pursuant to the authority of Sections 21-27-11 et seq., Mississippi Code of 1972, as amended (the "Act"), and the resolution of the Municipality adopted January 21, 2020, authorizing and directing the issuance of the Bonds (the "Bond Resolution"). The principal of, premium, if any, and interest on the Bonds will be payable solely from (i) a sufficiency of the revenues derived from the operation of the Electric System (the "System") of the Municipality, subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System and the payment of the Non-Parity Bonds (as defined in the Bond Resolution), and (ii) the Current Debt Service Account and the Debt Service Reserve Account or the Reserve Fund Surety Bond, all provided for in the Bond Resolution.

PURPOSE: The Bonds are being issued to provide funds for improvements, repairs, and extensions to the System.

FORM OF BIDS: Bids should be addressed to the Governing Body and should be plainly marked "Bid for $8,500,000 Electric System Revenue Bonds, Series 2020, of the City of Starkville, Mississippi," and should be filed with the City Clerk of the Municipality on or prior to 3:00 p.m. on Tuesday, February 18, 2020. All bids should be submitted on the Official Bid Form prepared by the Municipality, copies of which may be obtained from the Municipality.

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall not bear a greater overall maximum interest rate to maturity than thirteen percent (13%) per annum, nor shall the interest rate for any one maturity exceed thirteen percent (13%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%), and a zero rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the Governing Body of the Municipality, in the amount of One Hundred Seventy Thousand Dollars ($170,000), as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the Municipality, which shall be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm until an award of the Bonds, or rejection of bids, will be made by the Governing Body at the regular meeting of the Governing Body on 5:30 p.m. on Tuesday, February 18, 2020.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Bonds if within five (5) days after the tender of the Bonds for delivery the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder may designate a bank or trust company located within the State of Mississippi to serve as paying agent (the "Paying Agent") for the Bonds within forty-eight (48) hours of the date of the sale of the Bonds, subject to the approval of the Board. The Board's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution under which the Bonds are issued. Both principal of and interest on the Bonds will be payable by check or draft mailed to Registered Owners of the Bonds as of the fifteenth (15th) day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within twenty (20) days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the Registered Owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the Municipality; the CUSIP Service Bureau charge for the assignment of said numbers shall be the responsibility of and shall be paid for by the purchaser.

LEGAL OPINION, CLOSING DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, as Bond Counsel. In the opinion of Bond Counsel, interest on the Bonds is excluded from gross income for purposes of federal and Mississippi income taxes under existing laws, regulations, rulings, and judicial decisions, with such exceptions as shall be described in the Official Statement for the Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a no-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the revenues pledged for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds, will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

BONDS NOT QUALIFIED TAX-EXEMPT OBLIGATIONS: The Municipality has not designated the Bonds as qualified tax-exempt obligations within the meaning and for purposes of Section 265(b)(3) of the Code.

INFORMATION FROM PURCHASER: The purchaser must certify to the Municipality the initial offering price to the public (excluding bond houses, brokers, and other intermediaries) of each maturity of the Bonds at which a substantial amount of Bonds of that maturity were sold, to enable the Municipality to compute the yield on the Bonds for federal arbitrage law purposes.

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Agreement, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Agreement at the time of issuance and delivery of the Bonds shall relieve the successful bidder from its obligation to purchase the Bonds.

MUNICIPAL BOND INSURANCE: Pursuant to the Bond Resolution, the Governing Body has authorized prospective bidders to obtain municipal bond insurance to guarantee the payments of the principal of and interest on the Bonds.

REOFFERING CERTIFICATE: The winning bidder must provide Bond Counsel with the reoffering prices and yields for the Bonds it will purchase on the day Bonds are issued upon the conclusion of the bidding. See above under "AWARD OF BONDS." The reoffering prices and yields so provided will be printed on the inside cover of the final official statement relating to the Bonds (the "Final Official Statement").

The winning bidder shall assist the Municipality in establishing the issue price of the Bonds and shall execute and deliver to the Municipality at Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, in a form reasonably required by the Municipality's Municipal Advisor and Bond Counsel.

The Municipality intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because: (1) the Municipality shall disseminate this Notice of Sale to potential purchasers in a manner that is reasonably designed to reach potential purchasers; (2) all bidders shall have an equal opportunity to bid; (3) the Municipality may receive bids from at least three purchasers of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and (4) the Municipality anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

In the event that the competitive sale requirements are not satisfied, the Municipality shall so advise the winning bidder. The Municipality shall treat the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the Municipality if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Municipality will not require bidders to comply with the "hold the offering price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that all of the maturities of the Bonds will be subject to the 10% test in order to establish the issue price of the Bonds.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the winning bidder agrees to promptly report to the Municipality the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

By submitting a bid, each bidder confirms that: (i) any agreement among purchasers, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each purchaser, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among purchasers relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each purchaser that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the winning bidder or such purchaser that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public, if and for so long as directed by the winning bidder or such purchaser and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an purchaser shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale: (i) "public" means any person other than an purchaser or a related party; (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Municipality (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public); (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and (iv) "sale date" means the date that the Bonds are awarded by the Municipality to the winning bidder.

Failure to provide the reoffering prices and yields, or such certificate in a form satisfactory to Bond Counsel, may result in cancellation of the sale and/or forfeiture of the winning bidder's good faith deposit.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it deems, for purposes of S.E.C. Rule 15c2-12, to be final and complete as of its date, except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, subject to revision, amendment, and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement subject to minor additions, deletions, and revisions as required to complete the Preliminary Official Statement. The Municipality will furnish sufficient copies of the Official Statement to the successful bidder of the Bonds without charge within seven (7) business days after the award of the bid. By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any purchaser or purchaser identification determined by the Municipality to be necessary for the Official Statement within twenty-four (24) hours after the award of the Bonds. A copy of the Preliminary Official Statement may be obtained from the Municipality.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on January 21, 2020.

/s/ Lesa Hardin
Lesa Hardin, City Clerk

8. CONSIDERATION FOR APPROVAL TO ENTER INTO A LEASE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND PHI MEDICAL, LLC TO PROVIDE AIR MEDICAL SERVICES FOR THREE YEARS LOCATED IN A PORTION OF THE SOUTH HANGAR ON GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to enter into a Lease Agreement between the City of Starkville and PHI Medical, LLC to provide Air Medical Services for three years located in a portion of the South Hangar on George M. Bryan Field" is enumerated, this consent item is thereby approved. (Agreement follows this page)

9. CONSIDERATION FOR AIRPORT DIRECTOR, RODNEY LINCOLN TO TRAVEL TO DOBBINS AIR RESERVE BASE, MARIETTA, GA ON FEBRUARY 21-22, 2020 SOUTH EASTERN COUNCIL OF AIR SHOW CONFERENCE FOR AIR SHOW TRAINING.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval for Airport Director, Rodney Lincoln to travel to Dobbins Air Reserve Base, Marietta, GA on February 21-22, 2020 South Eastern Council of Air Show Conference for Air Show Training" is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF SELECTION OF THOMAS STEWART AS THE SECOND OF THREE INDEPENDENT CONSULTANTS FOR ARCHITECTURE REVIEW.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of selecting Thomas Stewart as the second of three independent consultants for Architecture Review" is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF REJECTING ALL BIDS FOR THE SHS BRIDGE PROJECT ERBR-53-420 (2) AND AUTHORIZATION TO RE-ADVERTISE FOR BIDS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of rejecting all bids for the SHS Bridge project ERBR-53-420 (2) and authorization to re-advertise for bids" is enumerated, this consent item is thereby approved. The City received bids for construction on 2/6/2020 with only 2 bids received with the low base bidder being in the amount of $672,970.38, which far exceeded our Engineering Estimate and Budget.

12. CONSIDERATION OF APPROVAL TO SELECT GARVER ENGINEERING AS THE CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) CONSULTANT FOR THE LINKAGE TAP PROJECT USING MDOT SMALL PURCHASE PROCEDURE, AUTHORIZE THE MAYOR TO NEGOTIATE AND SIGN AN ENGINEERING SERVICES CONTRACT, AND EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to select Garver Engineering as the Construction Engineering and Inspection (CE&I) consultant for the Linkage TAP project using MDOT small purchase procedure, authorize the Mayor to negotiate and sign an engineering services contract, and execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual" is enumerated, this consent item is thereby approved.

LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
PHI AIR MEDICAL, LLC

This Lease Agreement is made and entered into the day and date entered below by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **PHI Air Medical, LLC** "Lessee" to become effective March 1, 2020.

WHEREAS, Lessor owns certain real property, consisting of a parcel more particularly depicted on Exhibit A (the "Leased Premises") located at the Starkville Municipal Airport, 320 Airport Road, Starkville, MS 39759; and

WHEREAS, Lessee desires to use the selected areas of the leased premises for air medical transport purposes as depicted on Exhibit B; and

WHEREAS, Lessor is willing to lease the real property as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. <u>LEASED PREMISES</u>. Lessor hereby leases to Lessee, upon all of the covenants and conditions contained herein including access thereto, the following portions of the Leased Premises: Open hangar space of approximately 2,400 square feet together with office space containing approximately 1,000 square feet (together with the use of common area including parking as more particularly set forth and described on Exhibit B, but not including the interior of the main hangar area.) The Lessor reserves the right to have access to the southern portion of the building through the west, east and south existing doors. The northern doors, between the south bay and the hangar, are to be secured at all times on both sides of each door.

2. <u>USE OF PREMISES</u>. Lessee may use the Leased Premises for purposes customarily associated with its current air medical transport operations and which are not excluded by this Lease. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the

City of Starkville, Mississippi. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

3. TERM. The thirty-six (36) month term of this lease shall commence on March 1, 2020 for the office space and common area with the lease on the hangar area commencing on the first day of the month following installation and acceptance of the hangar door. This lease shall expire on February 28, 2023, unless otherwise terminated as provided herein. Thereafter, the lease will automatically renew for two additional 12-month periods, unless either party provides written notice to the other party at least ninety (90) days prior to the expiration of the initial term or the first renewal term that it does not wish to renew. After the initial three year term of the Lease, Lessee may terminate the Lease without cause upon ninety (90) days prior written notice to Lessor.

4. RENT. The parties agree that the rent for the Leased Premises during the initial three (3) years of the term of the lease shall be $1,241.67 (1,490 square feet x $10.00 per square foot = $14,900.00 / 12 = $1,241.67) per month, for the office space commencing on the 1st day of March, 2020, and shall automatically increase by the additional amount of $491.67 (2360 square feet x $2.50 per square foot = $5,900.00 / 12 = $491.67) per month on the first day of the month following installation and acceptance of the hangar door with rent for any partial month being prorated accordingly so that total monthly rent from and after occupancy of the hangar area shall be the sum of $1,733.34 per month. Rent shall be paid to the Starkville Bryan Field Airport, P.O. Box 1424, Starkville, MS 39760. In the event rent is not received within ten (10) business days after due date, Lessee agrees to pay a late charge of 5% of said Rent then due. If Lessee breaches this Lease or vacates the premises prior to expiration of the Lease, Lessor may accelerate the term of this Lease and declare all rents for the remaining term to be immediately due and payable. In addition, if the Lessee should vacate the Leased Premises, for any reason, prior to the expiration of the Lease, Lessee shall be liable to Lessor, in addition to all other damages and remedies arising from Lessee's breach of the lease, for reasonable costs and expenses incurred in attempting to re-rent the Leased Premises.

5. UTILITIES. In addition to the rent itemized above, Lessee shall pay its prorated share of the utility charges incurred in the operation or occupancy of the Leased Premises. In the event that a certain public utility is necessary but not available on the Leased Premises, Lessor shall make available, said utility and all utilities necessary for the Lessee's use of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for air medical transport operations, subject to the prior written approval of Lessor, which written approval shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner.

All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use as an airport hangar, reasonable wear and tear excepted. Lessor, at its own cost and expense, shall maintain, repair and make replacements of the following: roof, foundation, concrete floors, interior and exterior walls, windows, doors, and all HVAC, electrical, plumbing and other mechanical systems within and exclusively serving the Leased Premises. Lessee will promptly give Lessor written notice of any known defect or need for repairs, after which Lessor will have reasonable opportunity to make repairs or cure the defect.

8. JANITORIAL. As additional rent, Lessee shall contribute a prorated payment for janitorial and custodial services reasonably necessary to keep the interior of the office in a neat, clean and orderly condition and appearance.

9. INSURANCE AND INDEMNITY. Lessee and Lessor each agrees to maintain, and provide proof of said insurance to the other party, at its own expense, general public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars ($1,000,000.00) for any claim arising out of any one occurrence, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Said insurance shall provide for contractual liability coverage to cover the obligations assumed herein. Lessee agrees to provide proof of liability insurance to the Airport Manager for any and all aircraft based, operated or maintained at Starkville Bryan Field. Each party also agrees to maintain worker's compensation insurance for its employees, as required by law. Lessor further agrees to maintain property insurance on the Leased Premises on a replacement cost basis, subject to such deductions and exceptions as the Lessor may determine.

Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against any and all claims, liabilities, damages, costs, penalties, fines and expenses, including reasonable attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

10. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises without Lessor's prior written consent, such consent not to be unreasonably withheld.

11. NON-DISCRIMINATION. Lessee, for itself, its managers, members, employees, representatives, and successors in interest, as a part of the consideration for this Lease Agreement, does hereby covenant and agree as a covenant running with the land that it will comply with pertinent statutes, executive orders and rules as are promulgated to assure that no persons shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to

provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract.

12. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

13. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

14. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways, except on the Leased Premises, as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

15. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions,

supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds, subject to Lessee's right to terminate the lease on thirty (30) days prior written notice if Lessee does not agree to such modifications or changes.

16. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

17. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

18. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

19. WASTE. (a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and

that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease and were caused solely by Lessee's actions or omissions, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste generated by Lessee or used, stored or transported for Lessee's benefit. Lessee shall bear the expense of remediating any Waste caused by Lessee's actions or omissions and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

20. DEFAULT. If Lessee should fail to pay rent or is otherwise in default of this lease by violation of any terms or provisions of this Agreement, Lessor shall have the right to evict Lessee and shall have any and all recourse against the Lessee provided by this Lease and by law, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

In the event that Lessor defaults under the terms of this Lease, Lessee shall give Lessor written notice specifying the nature of the default and Lessor shall have thirty (30) days after receipt of such notice to cure said default. Any default by Lessor which shall continue uncured shall give Lessee the right to terminate the Lease in addition to all available rights or remedies, in law or in equity.

21. DAMAGES TO PREMISES**.** Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Starkville Municipal Airport grounds, unless such damages is the proximate result of the negligence or unlawful act of Lessor, its agents or employees.

22. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

23. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor, Lynn Spruill
110 West Main Street
Starkville, MS 39759

To Lessee: PHI Air Medical, LLC
2800 N. 44 Street Suite 800
Phoenix, AZ 85008

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE

PHI Air Medical, LLC

BY:___________________________________
ITS:___________________________________

ATTEST:

BY:________________________________
ITS: ________________________________

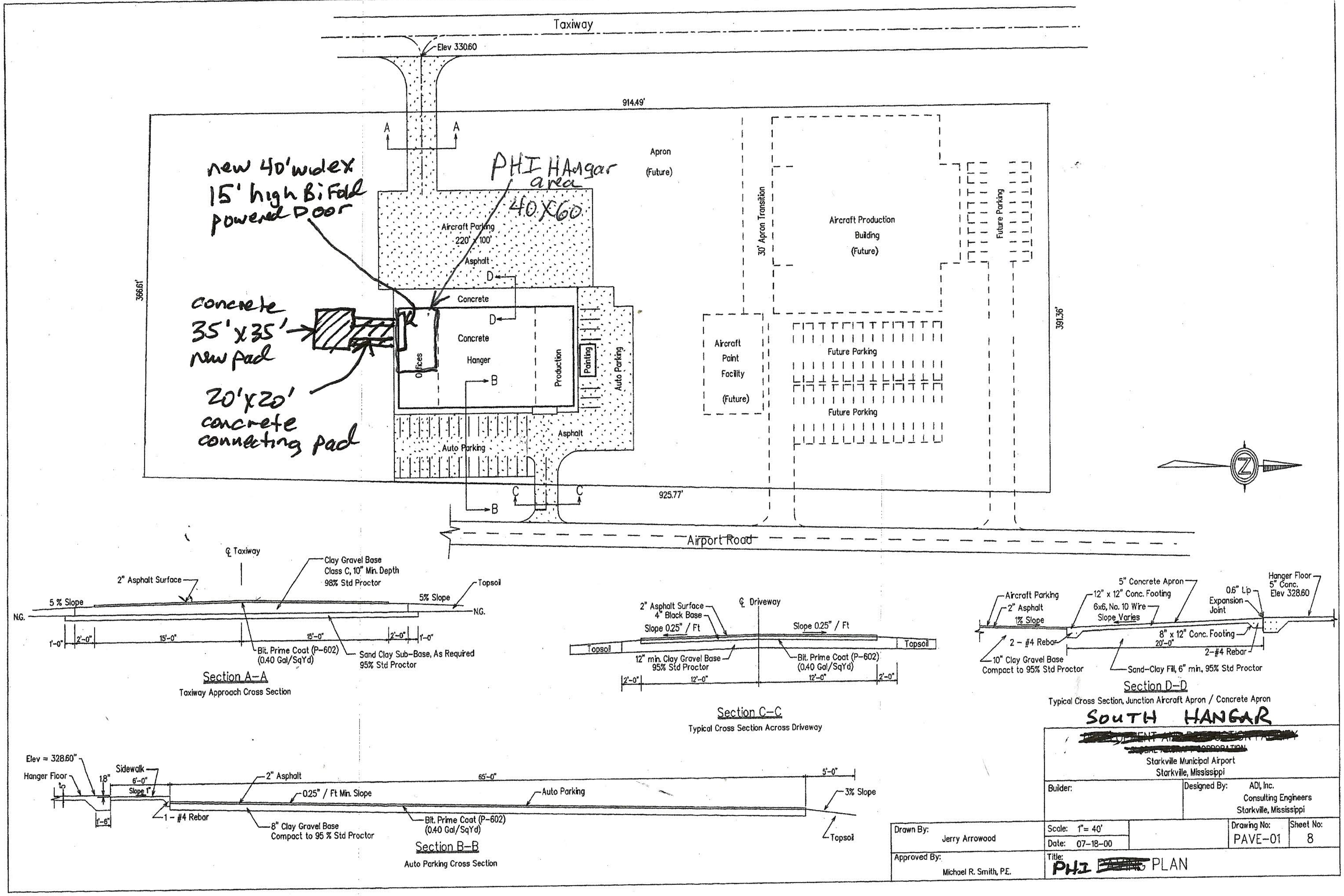
LESSOR

CITY OF STARKVILLE, MS

BY:___________________________________
Lynn Spruill, Mayor

ATTEST:

____
LESA HARDIN, City Clerk


Taxiway
Elev 330.60
914.49'
A
A
Apron
(Future)
PHI HAngar area 40X60
new 40' wide x 15' high Bi Fold powered Door
Aircraft Parking 220' x 100'
Asphalt
D
Concrete
D
Concrete
Hanger
Offices
B
Production
Painting
Auto Parking
Asphalt
Auto Parking
concrete 35' x 35' new pad
20' x 20' concrete connecting pad
366.61'
30' Apron Transition
Aircraft Production Building (Future)
Future Parking
Aircraft Paint Facility (Future)
Future Parking
Future Parking
391.36'
C
C
925.77'
B
Airport Road
℄ Taxiway
2" Asphalt Surface
Clay Gravel Base Class C, 10" Min. Depth 98% Std Proctor
Topsoil
5 % Slope
5% Slope
N.G.
N.G.
1'-0"
2'-0"
15'-0"
15'-0"
2'-0"
1'-0"
Bit. Prime Coat (P-602) (0.40 Gal/SqYd)
Sand Clay Sub-Base, As Required 95% Std Proctor
Section A-A
Taxiway Approach Cross Section
2" Asphalt Surface
4" Black Base
℄ Driveway
Slope 0.25" / Ft
Slope 0.25" / Ft
Topsoil
Topsoil
12" min. Clay Gravel Base 95% Std Proctor
Bit. Prime Coat (P-602) (0.40 Gal/SqYd)
2'-0"
12'-0"
12'-0"
2'-0"
Section C-C
Typical Cross Section Across Driveway
Aircraft Parking
2" Asphalt
1% Slope
5" Concrete Apron
12" x 12" Conc. Footing
6x6, No. 10 Wire
Slope Varies
0.6" Lip
Expansion Joint
Hanger Floor 5" Conc. Elev 328.60
2 - #4 Rebar
8" x 12" Conc. Footing
20'-0"
2-#4 Rebar
10" Clay Gravel Base Compact to 95% Std Proctor
Sand-Clay Fill, 6" min, 95% Std Proctor
Section D-D
Typical Cross Section, Junction Aircraft Apron / Concrete Apron
Elev = 328.60"
Hanger Floor
18"
Sidewalk
6'-0"
Slope 1"
1'-6"
2" Asphalt
65'-0"
5'-0"
0.25" / Ft Min. Slope
Auto Parking
3% Slope
1 - #4 Rebar
8" Clay Gravel Base Compact to 95 % Std Proctor
Bit. Prime Coat (P-602) (0.40 Gal/SqYd)
Topsoil
Section B-B
Auto Parking Cross Section
SOUTH HANGAR
[redacted]
Starkville Municipal Airport
Starkville, Mississippi
Builder:
Designed By: ADI, Inc. Consulting Engineers Starkville, Mississippi
Drawn By: Jerry Arrowood
Scale: 1"= 40'
Date: 07-18-00
Drawing No: PAVE-01
Sheet No: 8
Approved By: Michael R. Smith, P.E.
Title: PHI [redacted] PLAN

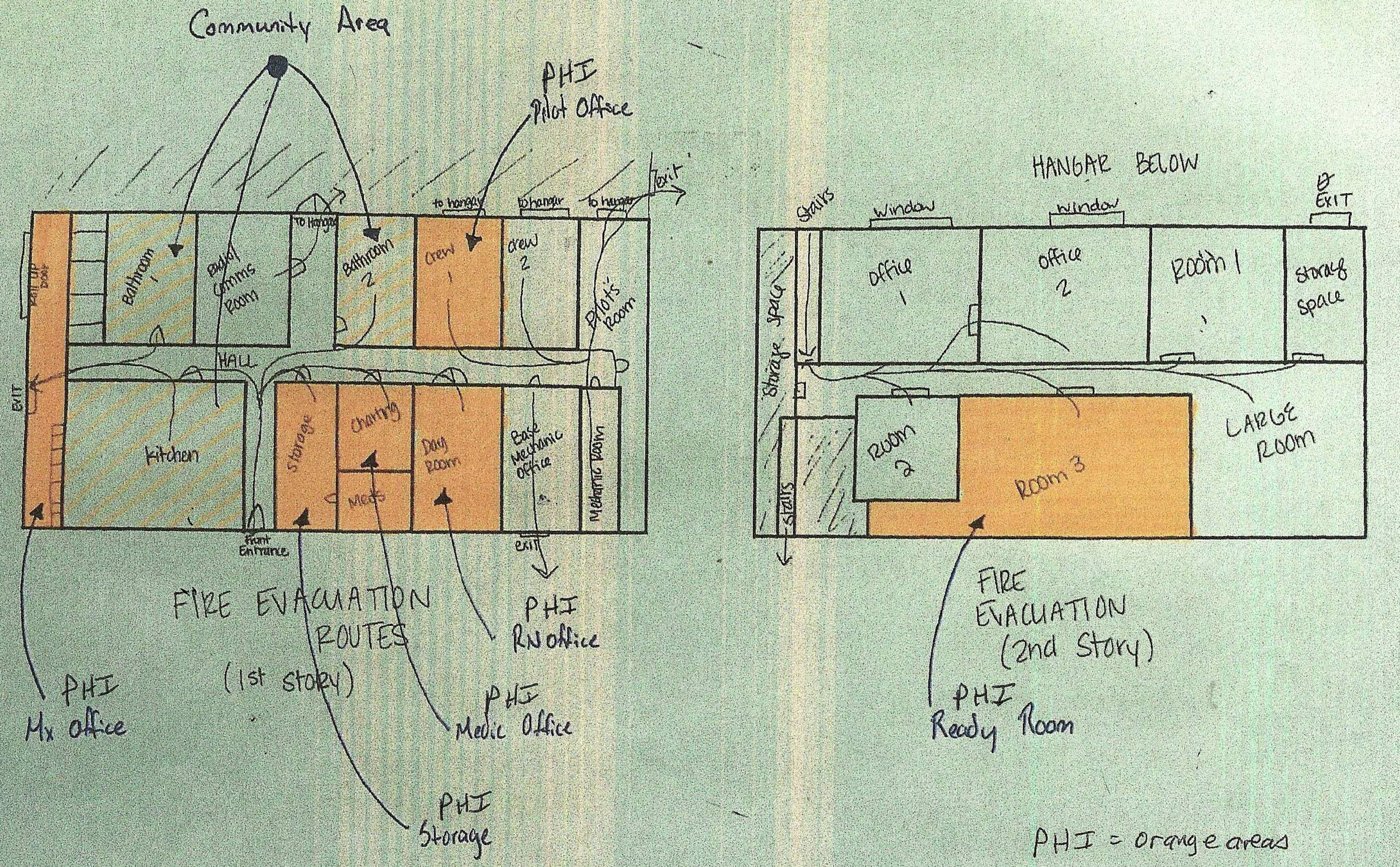

Community Area
PHI
Pilot Office
Exit
to hangar
To Hangar
Roll Up Door
Bathroom 1
Radio/Comms Room
Bathroom 2
Crew 1
Crew 2
Pilot's Room
HALL
EXIT
Kitchen
Storage
Charting
Meds
Day Room
Base Mechanic Office
Mechanic Room
Front Entrance
FIRE EVACUATION ROUTES
(1st STORY)
PHI
RN office
PHI
Medic Office
PHI
Mx office
PHI
Storage
HANGAR BELOW
Stairs
Window
EXIT
Office 1
Office 2
Room 1
Storage Space
Room 2
Room 3
LARGE ROOM
FIRE EVACUATION
(2nd Story)
PHI
Ready Room
PHI = orange areas

EXHIBIT B

13. ACCEPTANCE OF JANUARY 2020 FINANCIAL STATEMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "acceptance of the January 2020 financial statements" is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF AMENDING, NUNC PRO TUNC, ITEM 5 OF THE MINUTES OF THE DECEMBER 3, 2019 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS TO CLARIFY THE CITY'S HOLIDAY SCHEDULE TO INCLUDE PRESIDENT'S DAY.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of amending, nunc pro tunc, item 5 of the minutes of the December 3, 2019 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS to clarify the City's holiday schedule to include President's Day" is enumerated, this consent item is thereby approved.

15. REQUEST APPROVAL OF FISCAL YEAR 2020 BUDGET AMENDMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the " approval of Budget Adjustment #1 for fiscal year 9-30-20" is enumerated, this consent item is thereby approved.

Account	Code	Debit	Credit
AARP Grant – Keep Starkville Beautiful Rev	001-000-250-065		5,000.00
AARP Grant – Keep Starkville Beautiful Exp	001-190-606-065	5,000.00	
Historic Preservation Grant Rev	001-000-254-095	1,500.00	
Historic Preservation Grant Exp	001-190-607-605		1,500.00
Police Restitution Received	001-000-363-500		250.00
Restitution and Insurance Rec'd	001-201-630-360	10,000.00	
Police Insurance Claims Rec'd	001-000-354-615		9,750.00
Police Vehicles Purchased	001-201-915-809	14,000.00	
Machinery and Equipment	001-201-918-805		14,000.00
Court Research Publications	001-110-600-300	1,000.00	
Court Office Renovations	001-110-918-810		8,000.00
Court – Part Time Employee	001-110-430-108	7,000.00	
IT Equip & Camera Insurance	001-123-620-370	2,500.00	
Machinery & Equipment	001-123-918-805		2,500.00
Interest – Building/Codes Vehicles	001-281-830-873	425.00	
Building/Codes Training	001-281-690-553		425.00
Human Resources – Education	001-180-690-553	500.00	
Human Resources – Supplies	001-180-501-200		500.00
Vehicle Repairs – Park & Rec	001-550-690-360	1,000.00	
Contract Services– Park & Rec	001-550-600-300		1,000.00
Mayor Assistant Computer	001-120-918-807	1,500.00	
Airport Admin Fee - Contingency	001-900-990-998	11,000.00	
Airport Administrative Fees Revenue	001-000-273-107		12,500.00
Airport Worker Comp Insurance Exp	015-505-491-135	1,000.00	
Airport Administrative Fees Expense	015-505-600-333	12,500.00	
Airport Ending Balance	015-505-990-990		13,500.00
2 Front Load Refuse Trucks - Interest	022-322-830-873	3,085.00	
Ending Reserve	022-322-990-990		50,335.00
2 Front Load Refuse Trucks - Principal	022-322-820-874	47,250.00	
Totals		$119,260.00	$119,260.00

16. REQUEST AUTHORIZATION TO HIRE EMMA ARMSTRONG AS A PART TIME RECEPTIONIST FOR THE FINANCE & ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Emma Armstrong as a Part Time Receptionist for the Finance & Administration Department" is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE LAVORIOUS WARREN AS A MAINTENANCE WORKER FOR THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Lavorious Warren as a Maintenance Worker for the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO HIRE NICK CALLAHAN AS AN ATHLETIC SUPERVISOR IN THE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to hire Nick Callahan as an Athletic Supervisor in the Parks and Recreation Department" is enumerated, this consent item is thereby approved.

19. REQUEST APPROVAL OF RENEWAL OF AGREEMENT WITH GARNER COMPUTERS FOR MAINTENANCE AND CONSULTATION COSTS ASSOCIATED WITH THE CITY'S VOICE OVER INTERNET PROTOCOL (VOIP) PHONES AND OTHER NETWORK GEAR.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the renewal of maintenance agreement with Garner Computers" is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF AN AGREEMENT WITH PYRO SHOWS, THE LOWEST OF TWO QUOTES, IN THE AMOUNT OF $8,499.00, TO BE USED AS THE FIREWORKS VENDOR FOR THE 4TH OF JULY CELEBRATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of Pyro Shows to be used as the fireworks vendor by the Park and Recreation Department of the City of Starkville for the 4th of July Celebration" is enumerated, this consent item is thereby approved.

Two quotes received: Pyro Shows - $8,499.00 and Big Pop Fireworks - $17,500.00

Contract Agreement

This Agreement made this 6th day of February, 2020, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as **"PYRO SHOWS"** and **CITY OF STARKVILLE** with its principle place of business located at 110 W. Main Street, Starkville, in the State of Mississippi, hereinafter referred to as "Customer".

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

I. **FIREWORKS DISPLAY**: PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #20-MS-07-04-C-8499-000158 dated this 6th day of February, 2020. The Show will be given on the 4th day of July, 2020. Rain date/postponement date: 5th day of July, 2020.

II. **CANCELLATION**: PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other that the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

III. **SECURITY AREA**: Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.

IV. **SITE CLEANUP**: PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

V. **AMENDMENT & ASSIGNMENT**: This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

VI. **COMPLIANCE WITH THE LAWS AND REGULATIONS**: Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

VII. **PERMITS AND LICENSES**: PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

VIII. **LATE PAYMENT**: PYRO SHOWS shall charge, and Customer agrees to pay, late payment fee for each month pursuant to Mississippi Code Section 31-7-305 until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

IX. **ADVERTISEMENT AND PROMOTIONS**: Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.

X. **COMPLAINTS**: In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show.

XI. **INSURANCE**: Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of $10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage and include a waiver of subrogation in favor of Customer. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

XII. **PAYMENT TERMS**: CITY OF STARKVILLE shall pay PYRO SHOWS $8,499.00 plus applicable taxes in the amount of $0 for a grand total of $8,499.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit ($4,249.50) upon return of signed contract by March 6, 2020. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

XIII. **TAXES**: Customer shall be responsible for all applicable sales taxes.

IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: Michael E. Walden DATE: 2/20/2020

Michael E. Walden, Vice President

CUSTOMER

BY: [signature] D. Lynn Spruill Mayor DATE: 2-18-2020

Signature Printed Name Title

21. CONSIDERATION TO APPLY FOR $120,000 RECREATIONAL TRAILS GRANT PROGRAM THROUGH MISSISSIPPI DEPARTMENT OF WILDLIFE, FISHERIES AND PARKS (MDWFP) WITH $30,000 IN-KIND SERVICES FROM CITY OF STARKVILLE FOR CLEARING/GRADING OF THE TRAIL TO BE SPLIT BETWEEN STARKVILLE PARKS AND RECREATION DEPARTMENT AND CITY ENGINEERING AND STREETS DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to apply for $120,000 Recreational Trails Grant Program through Mississippi Department of Wildlife, Fisheries and Parks (MDWFP) with $30,000 in-kind services from the City of Starkville for clearing / grading of the trail to be split between Starkville Parks and City Engineering and Streets Departments" is enumerated, this consent item is thereby approved.

MDWFP Funds Requested	
2,300 ft Asphalt Trail Material (6" limestone base with 2 1/2" asphalt)	$65,000
200 ft Concrete Trail Material	$40,000
Purchase of plant material/infrastructure for stormwater management area	$15,000
Total MDWFP Grant Funds Requested	$120,000
Other Funds	
In-Kind City Expenses for Clearing/Grading	$30,000
Trail Lights from Starkville Utilities	$100,000
People for Bikes Grant (applied for) for additional path connection	$10,000
Total Other Funds	**$140,000**
Total Project	**$260,000**

This is the Recreational Trails Program (RTP) Grant, which is an assistance program of the U.S. Department of Transportation's Federal Highway Administration. The RTP provides funds to the States to develop and maintain recreational trails and trail-related facilities for motorized and non-motorized trail uses. The Mississippi Department of Wildlife, Fisheries and Parks administers this grant. Approval to apply for the grant was given by the City of Starkville Board of Alderman on January 7, 2020. This agenda item covers changes made necessary due to additional cost estimates discovered after that approval.

22. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH STARKVILLE CHRISTIAN SCHOOL FOR USE OF AN ATHLETIC FIELD FOR THEIR SOFTBALL AND BASEBALL SEASONS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the facility use agreement with Starkville Christian School for use of an athletic field for their softball and baseball seasons" is enumerated, this consent item is thereby approved.

STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT

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

ARTICLE I
GENERAL TERMS

1.01 This Agreement shall be in effect for the duration of the 2020-2020 Starkville Christian School Baseball and Softball Seasons. The City will permit the User to use one field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, herein after referred to as the "Facility" for the purposes of practices and games for the Starkville Christian School Baseball and Softball teams. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule before each individual season begins.

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

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

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

(a) Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility

(b) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility

(c) Paying for all damages related to and arising out of use of the Facility by the User

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

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

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

(a) Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary

(b) Cleaning and stocking of restrooms

(c) Installing nets, bases, and similar equipment related to the proposed use of Facility by the User

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

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

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

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

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

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

ARTICLE II
INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **$1,000,000** for **personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

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

ARTICLE III
NON-DISCRIMINATION CLAUSE

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

ARTICLE IV
USE OF FACILITY KEYS

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

ARTICLE V
REPAIRS AND DAMAGES TO FACILITIES

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

ARTICLE VI
SCHEDULE OF ACTIVITIES

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

- **(a)** Dates and times of scheduled games and practices
- **(b)** Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- **(c)** Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII
SAFETY PROCEDURES

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

ARTICLE VIII
CRIMINAL BACKGROUND CHECKS

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

ARTICLE IX
INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and

attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE X
RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV
MISCELLANEOUS TERMS

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

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

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

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

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

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

ATTACHMENTS

1. User's Certificate of Insurance

STARKVILLE CHRISTIAN SCHOOL

By: [signature]

Printed Name: RANDY WITBECK

Title: PRINCIPAL

Date: 2/21/20

CITY OF STARKVILLE

By: [signature]

Mayor D. Lynn Spruill

Date: 2-18-2020

23. REQUEST AUTHORIZATION TO DECLARE A CAMPER/TRAILER (VIN: 47CT-S5P226L116611), 23 VISTA BLUE LIGHT BARS AND 15 PRO-GARD PRISONER TRANSPORT CAGES AS SURPLUS PROPERTY AND LIST FOR SALE ON GOVDEALS.COM IN THAT THE EQUIPMENT IS OUTDATED AND WILL NOT FIT CURRENT OR FUTURE VEHICLES.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to declare a camper/trailer as surplus property - VIN: 47CT-S5P226L116611, 23 Vista Blue Light Bars (1990-early 2000 Ford Crown Vic Sedan's) and 15 Pro-Gard Prisoner Transport Cages (1990-early 2000 Ford Crown Vic Police Sedans) as surplus property and list for sale on govdeals.com" is enumerated, this consent item is thereby approved.

24. REQUEST AUTHORIZATION TO APPLY FOR FY21 DUI GRANT FUNDING WITH THE MS OFFICE OF HIGHWAY SAFETY IN THE AREA OF DUI ENFORCEMENT IN THE AMOUNT OF $87,670.00 IN 100% REIMBURSABLE FUNDS IN THE AREA OF SALARY FOR TWO DUI OFFICERS AND OVERTIME FOR DUI ENFORCEMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to apply for FY21 DUI grant funding with the MS Office of Hwy Safety in the area of DUI enforcement in the 100% reimbursable amount of $87,670.00 in the area of salary for two DUI officers and overtime for DUI enforcement" is enumerated, this consent item is thereby approved.

25. REQUEST AUTHORIZATION TO APPLY FOR THE FY21 MOHS POLICE TRAFFIC SERVICES GRANT (MS OFFICE OF HIGHWAY SAFETY) IN THE AMOUNT OF $17,000.00 IN 100% REIMBURSABLE FUNDS IN THE AREA OF OVERTIME FOR TRAFFIC ENFORCEMENT, DEDICATED TO SEATBELT, CHILD RESTRAINT AND SPEEDING ENFORCEMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval to apply for the FY21 MOHS Police Traffic Services Grant (MS Office of Highway Safety) in the amount of $17,000.00 in 100% reimbursable funds in the area of Overtime for Traffic Enforcement, dedicated to Seatbelt, Child Restraint and Speeding Enforcement" is enumerated, this consent item is thereby approved.

26. REQUEST AUTHORIZATION FOR SUMMIT TRUCK GROUP OF TUPELO, MS FOR ENGINE REPAIR WORK TO BE COMPLETED BY AN ASE-CERTIFIED MECHANIC ON THE ELECTRIC DIVISION BUCKET TRUCK NUMBER 37, NOT TO EXCEED $18,000.00, AS AN EMERGENCY REPAIR PER MISSISSIPPI CODE §31-7-13 (k).

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval for Summit Truck Group of Tupelo, MS for engine repair work to be completed by an ASE-Certified Mechanic on the Electric Division Bucket truck number 37, not to exceed $18,000.00, as an emergency repair per Mississippi Code §31-7-13 (k)" is enumerated, this consent item is thereby approved.

27. REQUEST AUTHORIZATION TO ACCEPT THE ENGINEERING PROPOSAL FROM SPRINGER ENGINEERING OF STARKVILLE, MS FOR THE BABYLON ROAD CDBG SEWER IMPROVEMENTS PROJECT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the February 18, 2020 Official Agenda, and to accept items for consent, whereby the "approval of the engineering proposal from Springer Engineering of Starkville, MS for the Babylon Road CDBG sewer improvements project" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill introduced new Police Officers Garrett Miles and Elizabeth Beck.

BOARD OF ALDERMEN COMMENTS: Alderman Carver thanked City employees for their work and service during recent cold and rain. He also noted the April 25 Touch A Truck event and encouraged everyone to attend.

CITIZEN COMMENTS:

Joshua Alkawood, MYC, noted the council will be working at the Salvation Army Saturday, February 22.

Alvin Turner, Ward 7, prays that the Oktibbeha County Lake Levy does not break and cause any injuries. He asked that Starkville Utilities understand that not everyone is computer literate and may not always have correct change for the Kiosk machine. He also asked that everyone participate with the police "Coffee With A Cop" and that someone remind him of them.

PUBLIC APPEARANCE:

CONTROLLERS GENERATION II 4-H CLUB – PRESENTATION OF STATE 4H WINNERS BY ROSE COFFEY GRAHAM, VOLUNTEER LEADER

Mayor Spruill was asked to present awards to the local club.

The Controllers Generation II 4-H Club was the recent winner of the A T & T Legislative Banner Club First Lady's Award. The club includes 17 members and several registered voters. Gardening was the main project. The club collaborated with schools, businesses, organizations, and many others to grow gardens and a great Farmer's Market in the Maben area. Over 300 people which included families, children, and community members alike received fruit and vegetables from the harvest. Rose Coffey Graham is the volunteer leader.

The Controllers Generation III 4- H Club also received the Governor's Award. They were established in 2018 and hit the ground running. Food and Nutrition are their main projects areas. They tracked eating habits, prepared food recipe binders, incorporated cooking demonstrations, and food handling safety. Not only did they learn about food preparation, they shared across the communities, how to make wise decisions regarding what they eat on a daily basis.

PUBLIC HEARINGS: None

28. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM, AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) IN ONE OR MORE FEDERALLY TAXABLE AND/OR TAX-EXEMPT SERIES TO SUPPORT THE CONTINUED DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK LOCATED NEAR THE INTERSECTION OF HIGHWAY 82 AND HIGHWAY 389 IN THE CITY OF STARKVILLE, MISSISSIPPI, TOGETHER WITH CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN.

Alderman Little, duly seconded by Alderman Walker, offered a motion to approve a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, declaring the intention to issue General Obligation Bonds of the Municipality, to issue a General Obligation Bond of the Municipality for sale to the Mississippi Development Bank, or to enter into a loan agreement with the Mississippi Development Bank, in the maximum, aggregate principal amount of three million five hundred thousand dollars ($3,500,000) in one or more federally taxable and/or tax-exempt series to support the continued development of the Northstar Industrial Park located near the intersection of Highway 82 and Highway 389 in the City of Starkville, Mississippi, together with certain economic development projects located or to be located therein. 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: Yea

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

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, IN THE MAXIMUM, AGGREGATE PRINCIPAL AMOUNT OF THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) IN ONE OR MORE FEDERALLY TAXABLE AND/OR TAX-EXEMPT SERIES TO SUPPORT THE CONTINUED DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK LOCATED NEAR THE INTERSECTION OF HIGHWAY 82 AND HIGHWAY 389 IN THE CITY OF STARKVILLE, MISSISSIPPI, TOGETHER WITH CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN; TO RAISE FUNDS TO PAY THE COSTS INCURRED FOR THE FOLLOWING PURPOSES IN CONNECTION WITH THE CONTINUED DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK AND/OR CERTAIN ECONOMIC DEVELOPMENT PROJECTS LOCATED OR TO BE LOCATED THEREIN: (A) ERECTING MUNICIPAL BUILDINGS, PURCHASING BUILDINGS OR LAND THEREFOR, AND REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME; (B) INSTALLING, ERECTING OR PURCHASING WATERWORKS, GAS, ELECTRIC AND OTHER PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS OR FRANCHISES, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (C) ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; (D) PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; (E) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR; (F) CONSTRUCTING BRIDGES AND CULVERTS; (G) ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; (H) PURCHASING MACHINERY AND EQUIPMENT WHICH HAVE AN EXPECTED USEFUL LIFE IN EXCESS OF TEN (10) YEARS; (I) ANY PURPOSES AUTHORIZED BY THE REGIONAL ECONOMIC DEVELOPMENT ACT, AS MORE SPECIFICALLY SET FORTH BELOW; AND (J) ISSUANCE OF THE BONDS, QUALIFIED OBLIGATION OR LOAN; PROVIDING FOR THE PAYMENT OF THE BONDS, QUALIFIED OBLIGATION OR LOAN; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

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

1. It is necessary and in the public interest to support the continued development of the Industrial Park of the Municipality located near the intersection of Highway 82 and Highway 389 in the Municipality and known as the NorthStar Industrial Park (the "Industrial Park"), together with any economic development projects located or to be located in the Industrial Park, to the extent that any such economic development projects are (a) recommended to the Governing Body by the Golden Triangle Development Link (the "LINK") and (b) eligible for the grant of a fee-in-lieu of ad valorem taxes pursuant to Sections 27-31-104 and/or -105(2), Mississippi Code of 1972, as amended ("Qualified Projects," and collectively, together with the continued development of the Industrial Park, the "Projects").

2. The Municipality is authorized by Section 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), to issue general obligation bonds of the Municipality to provide funds for the purpose of erecting municipal buildings, armories, 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, and for erecting, equipping and furnishing of buildings to be used as a municipal or civic art center; erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; purchasing or constructing, repairing, improving and equipping buildings for public libraries and for purchasing land, equipment and books therefor; 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, cemeteries 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 (the "Municipal Improvements Authorized Purposes"), solely to support the Projects.

3. The Municipality is party to a regional economic development alliance with Oktibbeha County (the "County") pursuant to Sections 57-64-1 *et seq.*, Mississippi Code of 1972, as amended (the "Regional Economic Development Act") for the purpose of jointly developing and operating the Industrial Park and economic development projects located therein, which alliance is subject to and governed by the certificate of public convenience and necessity issued by the Mississippi Development Authority for said alliance and the regional economic development alliance agreement among such parties pursuant to the Regional Economic Development Act.

4. The Municipality is further authorized by the Regional Economic Development Act to issue general obligation bonds of the Municipality to provide funds for the purpose of paying any of the following costs of a project (the term "project," as used in this paragraph, being expressly defined by Section 57-64-7(m), Mississippi Code of 1972, as amended): all costs of site preparation and other start-up costs; all costs of construction; all costs of fixtures and of real and personal property required for the purposes of the project and facilities related thereto, whether publicly or privately owned, including land and any rights or undivided interest therein, easements, franchises, fees, permits, approvals, licenses, and certificates and the securing of such permits, approvals, licenses, and certificates and all machinery and equipment, including motor vehicles which are used for project functions; and including any cost associated with the closure, post-closure maintenance or corrective action on environmental matters, financing charges and interest prior to and during construction and during such additional period as the alliance may reasonably determine to be necessary for the placing of the project in operation; costs of engineering, surveying, environmental geotechnical, architectural and legal services; costs of plans and specifications and all expenses necessary or incident to determining the feasibility or practicability of the project; administrative expenses; and such other expenses as may be necessary or incidental to the financing authorized by the Regional Economic Development Act; and for all other purpose authorized by the Regional Economic Development Act, including, without limitation, the creation of a debt service reserve, a renewal and replacement reserve, bond insurance and credit enhancement, and such other reserves as may be reasonably required by the regional economic development alliance formed by the Municipality and the County pursuant to the Regional Economic

Development Act for the operation of its projects and as may be authorized by any bond resolution or trust agreement or indenture pursuant to the provisions of which the issuance of any bonds, notes or other evidence of indebtedness issued pursuant to the Regional Economic Development Act (collectively, the “REDA Authorized Purposes,” and together with the Municipal Improvements Authorized Purposes, the “Authorized Purposes”).

5. Under the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), the Municipal Improvements Act, the Regional Economic Development Act and other applicable laws of the State of Mississippi (the “State”), the Municipality is authorized to undertake activities for the Authorized Purposes and the Projects, and to provide for the payment of the costs thereof, or any portion of such costs, by 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”).

6. The amount of the Bonds, the Qualified Obligation, or the Loan shall not exceed the maximum, aggregate principal amount of Three Million Five Hundred Thousand Dollars ($3,500,000), in one or more federally taxable and/or or tax-exempt series.

7. The assessed value of all property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Seventy-One Million Five Hundred Twenty-One Thousand Two Hundred Thirty-Three Dollars ($271,521,233); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by the Municipal Improvements Act, in the amount of Twenty-Seven Million Four Hundred Eighty-Five Thousand Dollars ($27,485,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of Twenty-Nine Million Eight Hundred Sixty-Four Thousand Twenty-Five Dollars ($29,864,025); the issuance of the Bonds, the Qualified Obligation, or the Loan, hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

8. It is the intent of the Municipality that the Bonds or the Qualified Obligation issued for the Authorized Purposes and the Projects or the Loan obtained for the Authorized Purposes and the Projects shall be paid, as to principal and interest, solely from proceeds of annual fees-in-lieu of ad valorem taxes received by the Municipality pursuant to one or more fee-in-lieu of ad valorem tax agreements entered into by the Municipality and the County for one or more Qualified Projects pursuant to Sections 27-31-104 and/or -105(2) *et seq.*, Mississippi Code of 1972, as amended, and/or regular ad valorem taxes received by the Municipality for one or more Qualified Projects.

9. It is necessary and in the public interest to issue the Bonds, to issue the Qualified Obligation, or to obtain the Loan from the Bank to provide funds for the Authorized Purposes and the Projects for which there are no other available funds on hand.

10. The Municipality reasonably expects that it will incur expenditures for the Authorized Purposes and the Projects for which the Municipality will advance internal funds prior to the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining the Loan, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Authorized Purposes and the Projects made in anticipation of the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Municipal Improvements Act, the Bank Act, the Regional Economic Development Act (together, the "Acts"), and other applicable laws of the State.

SECTION 2. The Bonds and the Qualified Obligation will 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, to the extent necessary, 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 or the Qualified Obligation according to the terms thereof. The Loan will payable as to principal and interest out of and secured by the lawfully available revenues of the Municipality. Notwithstanding the foregoing, prior to issuing the Bonds or the Qualified Obligation for the Authorized Purposes and the Projects or obtaining the Loan for the Authorized Purposes and the Projects, the Municipality shall, together with the County. enter into one or more fee-in-lieu of ad valorem tax agreements pursuant to Sections 27-31-104 and/or -105(2)., Mississippi Code of 1972, as amended, for one or more Qualified Projects, pursuant to which the aggregate annual fees-in-lieu of ad valorem taxes and regular ad valorem taxes payable to the Municipality in accordance therewith shall be sufficient to pay annually, as to principal and interest, the Bonds, the Qualified Obligation or the Loan, as applicable, until the maturity thereof.

SECTION 3. Pursuant to the Acts, the Governing Body of the Municipality does hereby declare its intention to issue and sell the Bonds, to issue and sell the Qualified Obligation to the Bank, or to obtain the Loan from the Bank, in one or more federally taxable and/or tax-exempt series, all in the maximum, aggregate principal amount of Three Million Five Hundred Thousand Dollars ($3,500,000) for the Authorized Purposes and the Projects.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purposes and the Project prior to the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining the Loan from the Bank, with the proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

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 or obtained at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, March 17, 2020, at 5:30 o'clock p.m.

SECTION 6. Pursuant to the Municipal Improvements Act and the Bank 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 issuance of the Qualified Obligation, or obtaining the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the issuance of the Qualified Obligation, or obtaining 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 or obtained without an election on the question, 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, issuing or selling the Qualified Obligation, or obtaining the Loan.

SECTION 7. 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 such date.

SECTION 8. The City Clerk of the Municipality shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 9. 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.

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

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

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 day, February 18, 2020.

City of Starkville, Mississippi

____
Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk (seal)

Publication Instructions:
The Starkville Daily News
February 25, 2020, March 3, 2020, and March 10, 2020

29. CONSIDERATION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN STARKVILLE, MISSISSIPPI AND OKTIBBEHA COUNTY, MISSISSIPPI RELATING TO FUNDING AND REVENUES ASSOCIATED WITH NORTHSTAR INDUSTRIAL PARK PROJECTS.

Alderman Little, duly seconded by Alderman Walker, offered a motion to approve an Interlocal Cooperation Agreement between Starkville, Mississippi and Oktibbeha County, Mississippi relating to funding and revenues associated with Northstar Industrial Park projects. 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: Yea

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

The agreement follows this page.

30. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE USE OF EXISTING PROCEEDS FROM THE SALE OF ITS GENERAL OBLIGATION BONDS ISSUED IN 2017 FOR THE PURPOSE OF FUNDING THE ACQUISITION AND DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK TO NOW PAY THE COSTS OF FURTHER IMPROVEMENTS TO CERTAIN PARCELS LOCATED WITHIN THE NORTHSTAR INDUSTRIAL PARK IN ORDER TO MAKE SUCH PARCELS MORE SUITABLE AND READY FOR IMMEDIATE DEVELOPMENT THEREON BY ONE OR MORE PRIVATE ENTERPRISES.

Alderman Little, duly seconded by Alderman Beatty, offered a motion to approve a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing the use of existing proceeds from the sale of its General Obligation Bonds issued in 2017 for the purpose of funding the acquisition and development of the Northstar Industrial Park to now pay the costs of further improvements to certain parcels located within the Northstar Industrial Park in order to make such parcels more suitable and ready for immediate development thereon by one or more private enterprises. 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: Yea

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

The Resolution follows the Interlocal Agreement.

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into by and between the City of Starkville, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi, acting by and through its Board of Aldermen (the "City"), and Oktibbeha County, Mississippi, a political subdivision of the State of Mississippi, acting by and through its Board of Supervisors (the "County", and together with the City, each a "Party" and collectively the "Parties"), pursuant to the Mississippi Interlocal Cooperation Act, Section 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), on the date that all Parties hereto have executed this Agreement.

RECITALS:

1. WHEREAS, the Board of Supervisors of the County is the duly elected and serving governing authority of the County (the "County Governing Authority");

2. WHEREAS, the Mayor and Board of Aldermen of the City are the duly elected and serving governing authority of the City (the "City Governing Authority" and together with the County Governing Authority, the "Governing Authorities" and each a "Governing Authority";

3. WHEREAS, pursuant to the provisions of the Interlocal Act, cited as Section 17-13-1 *et seq.*, of the Mississippi Code of 1972, as amended (the "Code"), local governmental units (such as the Parties), in order to make the most efficient use of their powers, may cooperate and contract with one another for mutual advantage, and thereby provide services and facilities in a manner that will accord best with geographic, economic, population and other factors to serve the needs and development of such local governmental units;

4. WHEREAS, Code Section 17-13-1 *et seq.* provides that local governmental units of the State of Mississippi (the "State") may contract to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by each local governmental unit individually;

5. WHEREAS, effective as of October 1, 2014, the County entered into a professional services agreement with the Golden Triangle Development LINK, a Mississippi nonprofit corporation (the "LINK") for the LINK to provide professional economic development services to the County and the City (the "LINK Contract");

6. WHEREAS, effective as of October 1, 2014, the County and the City entered into an agreement pursuant to which the County agrees to direct the LINK to also provide professional economic services to the City as part of the LINK's obligations under the LINK contract to recruit and promote economic development throughout the County;

7. WHEREAS, pursuant to the LINK Contract, the City and County directed the LINK in 2016 to assist them with the identification of one or more locations within the City and the County to develop a new industrial park in order to attract more technology- and manufacturing-based enterprises to locate and invest in, and create new, better quality job opportunities for the citizens of, the City and the County;

8. WHEREAS, in early 2017, the LINK subsequently identified a group of parcels located near the intersection of Highway 82 and Highway 389 in the City and, due to, among other factors, the very close proximity of such properties to Highways 82 and 25 (two four-lane highways) and the availability of utilities at or near the properties, the LINK recommended to both the City and the County that they jointly develop such properties as a new industrial park;

9. WHEREAS, in furtherance of the development of such new industrial park at the location recommended by the LINK, the Parties entered into that certain Regional Economic Development Alliance Agreement, dated as of September 7, 2016 (as the same has been or may be amended, amended and restated, or otherwise modified from time to time, the "REDA Agreement") pursuant to Sections 57-64-1 *et seq.*, Mississippi

Code of 1972, as amended (the "Regional Economic Development Act") for the purpose of jointly funding, developing and operating the Northstar Park located near the intersection of Highway 82 and Highway 389 in the City (the "Northstar Park") and economic development projects located or to be located therein;

10. WHEREAS, pursuant to the Regional Economic Development Act, Code section 21-33-301 *et seq.*, and Code section 19-9-1 *et seq.*, each of the Parties issued general obligation bonds in 2017 for the purpose of funding the acquisition and development of the Northstar Park near the intersection of Highway 82 and Highway 389 in the City in order to attract more technology- and manufacturing-based enterprises to locate and invest in, and create new, better quality job opportunities for the citizens of, the City and the County;

11. WHEREAS, in 2018 and 2019, the Parties developed a substantial portion of the Northstar Park and they now desire to induce one or more economic development projects to locate in the Northstar Park, with particular emphasis upon economic development projects which are (i) recommended by the LINK and (ii) are eligible for a fee-in-lieu of ad valorem taxes pursuant to Code sections 27-31-104 and/or 105(2);

12. WHEREAS, for purposes of this Agreement, any such economic development projects located or to be located in the Northstar Park, which are (i) recommended by the LINK and (ii) are eligible for a fee-in-lieu of ad valorem taxes pursuant to Code sections 27-31-104 and/or 105(2), shall be referred to as "Qualified Projects;"

13. WHEREAS, in the event that both the City and County issue bonds or incur other permitted indebtedness thereof in the same aggregate principal amounts in order to fund any purposes authorized by the Regional Economic Development Act, Code section 21-33-301 *et seq.*, Code section 19-9-1 *et seq.*, and/or other applicable State laws, for the purpose of promoting and supporting the location and development of one or more Qualified Projects in the Northstar Park (in any such instance "Qualified Project Debt"), each Party (a) desires to issue or otherwise incur the same aggregate principal amount of any Qualified Project Debt that is issued or otherwise incurred by the other Party, and (b) desires to share equally with the other Party (*i.e.*, on a 50/50 split basis) the aggregate amount of all ad valorem taxes and/or fees-in-lieu of ad valorem taxes (except for those taxes and/or fees-in-lieu of taxes levied otherwise payable for school purposes in accordance with State law) received by both Parties from any Qualified Project for which both Parties issue or otherwise incur Qualified Project Debt in equal amounts in support thereof;

14. WHEREAS, because the respective ad valorem millage rates of the Parties are not, and in the future may not be, the same, it is necessary for the Parties to enter into this Agreement pursuant to the Interlocal Act in order to enable the Parties to equally share (*i.e.*, on a 50/50 split basis) the aggregate amount of all ad valorem taxes and/or fees-in-lieu of ad valorem taxes (except for those taxes and/or fees-in-lieu of taxes levied otherwise payable for school purposes in accordance with State law) received by both Parties from any Qualified Project for which both Parties issue or otherwise incur Qualified Project Debt in equal amounts in support thereof;

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

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

SECTION 1. Incorporation. The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

SECTION 2. Purpose. The purpose of this Agreement is to define the respective responsibilities of the Parties with regard to (i) the issuance or other incurrence of Qualified Project Debt, and (ii) the sharing by the Parties of ad valorem taxes and/or fees-in-lieu of ad valorem taxes (except for those taxes and/or fees-in-lieu of taxes levied otherwise payable for school purposes in accordance with State law) received by both Parties from any Qualified Project for which both Parties issue or otherwise incur Qualified Project Debt in accordance herewith.

SECTION 3. **Qualified Project Debt**. The Parties hereby agree that this Agreement will apply to any Qualified Project located or to be located in the Northstar Park for which the Parties issue or otherwise incur Qualified Project Debt (*i.e.*, bonds or other indebtedness in equal aggregate principal amounts for the purpose of any purposes authorized by the Regional Economic Development Act, Code section 21-33-301 *et seq.*, Code section 19-9-1 *et seq.*, and/or other applicable State laws, for the purpose of promoting and supporting the location and development of one or more Qualified Projects in the Northstar Park). For purposes of clarification, this Agreement shall not apply to any Qualified Project or any other economic development project for which one or both of the Parties issue any bonds or otherwise incur any indebtedness in any ratio other than in equal principal amounts. Unless otherwise agreed upon by the Parties pursuant to a written amendment to this Agreement approved and executed by each of the respective Governing Authorities, each Party shall be solely responsible for any Qualified Project Debt or any other indebtedness incurred thereby, whether incurred in connection with a Qualified Project or for any other purpose whatsoever..

SECTION 4. Revenue Sharing Agreement. In the event that both Parties issue or otherwise incur Qualified Project Debt (*i.e.*, bonds or other indebtedness in equal aggregate principal amounts for the purpose of any purposes authorized by the Regional Economic Development Act, Code section 21-33-301 *et seq.*, Code section 19-9-1 *et seq.*, and/or other applicable State laws, for the purpose of promoting and supporting the location and development of one or more Qualified Projects in the Northstar Park), the Parties hereby agree that they shall, following the issuance or incurrence of such Qualified Project Debt, each be entitled to receive and retain one-half (1/2) of the following revenues derived from each Qualified Project for which such Qualified Project Debt was issued or otherwise incurred:

(a) all ad valorem taxes collected, including ad valorem taxes on inventories, other than ad valorem taxes for school district and community college purposes and the mandated levies described in Code Section 27-39-329, derived from any and all real and personal property, including ad valorem taxes on inventories, derived from each such Qualified Project (the "Available Taxes"); and

(b) all fees-in-lieu of ad valorem taxes collected (other than fees-in-lieu of ad valorem taxes apportionable and due to the public school district and community college pursuant to applicable State law) derived from each such Qualified Project ("Available Fee-in-Lieu Payments" and together with Available Taxes, the "Available Revenue").

On or before April 1 of each year during the term hereof, the County shall remit to the City that portion of the Available Revenues received thereby in connection with the property valuation assessments conducted in the immediately preceding year. Furthermore, any fee-in-lieu of ad valorem tax agreement entered into by the City and County for a Qualified Project shall expressly provide for the equal allocation of Available Fee-in-Lieu Payments to the City and County, as prescribed above.

SECTION 5. Amendment. No amendment or modification to this Agreement shall be effective unless reduced to writing and duly signed by both Parties. No waiver of any breach of this Agreement by any Party shall be construed to be a waiver of any succeeding breach. This Agreement has been fully negotiated and shall not be construed against either Party as a result of the preparation of this Agreement.

SECTION 6. Organization. There will be no separate legal or administrative entity created pursuant to this Agreement.

SECTION 7. Term. This Agreement shall remain in full force and effect indefinitely, unless terminated by written agreement of both Parties.

SECTION 8. Future Legislation. The Parties understand and agree that, while the Parties have the authority to enter into an interlocal cooperation agreement such as this Agreement, any such agreement may be subject to the general laws of the State which permit a subsequent Governing Authority of a Party (evidenced by a change in the identity of more than half of the members of such Governing Authority in office on the effective date hereof) to void such an agreement. Consequently, the Parties hereto further understand and agree that one or more local and private bills or general law bills may be submitted to the Mississippi Legislature for consideration thereby, which bill or bills shall be intended to authorize the entering into by the Parties of this Agreement for no less than the full term hereof, and the Governing Authorities of the Parties, by authorizing the execution and delivery of this Agreement by the Parties, hereby agree to ratify this Agreement following the enactment of any such bill by the Mississippi Legislature to the extent authorized by applicable law.

SECTION 9. Governing Law. This Agreement shall be interpreted and construed under the laws of the State of Mississippi.

SECTION 10. Authority. Each of the Governing Authorities (each of which constitutes a "governing authority" under Code Section 17-35-5) has each approved the execution of this Agreement by resolution entered on its minutes. This Agreement shall be submitted to the Attorney General of the State for approval, and when approved, a copy shall be immediately filed with the Chancery Clerk of Oktibbeha County and the Secretary of State of the State. This Agreement shall be effective upon (a) the approval by the Governing Authorities and the Attorney General of the State, and (b) the filing of this Agreement with the Secretary of State of the State and the Oktibbeha County Chancery Clerk, all as provided in the Interlocal Act.

SECTION 11. Counterparts; Electronic Transmittals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[signature page(s) follow(s)]

WITNESS the signatures of the duly authorized officers of the City and the County are affixed to this Interlocal Cooperation Agreement as of the date or dates set forth below each such Party's respective signature below.

CITY OF STARKVILLE, MISSISSIPPI

Lynn Spruill, Mayor
Date: February 18, 2020

ATTEST:

(seal)

Lesa Hardin,
City Clerk

OKTIBBEHA COUNTY, MISSISSIPPI

John Montgomery Jr.,
President, Board of Supervisors
Date: ________________________,2020

ATTEST:

(seal)

Sharon Livingston,
Chancery Clerk

CITY CLERK CERTIFICATE

I, Lesa Hardin, City Clerk of the City of Starkville, Mississippi, do hereby certify that the above and foregoing document is a true and correct copy of the Interlocal Cooperation Agreement, approved in substantially the foregoing form by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on February 18, 2020, and executed on __________________, 2020.

Witness my hand this the 18th day of February, 2020.

(seal)

Lesa Hardin

Lesa Hardin.
City Clerk, City of Starkville, Mississippi

CERTIFICATE

I, Sharon Livingston, Chancery Clerk of Oktibbeha County, Mississippi, do hereby certify that the above and foregoing document is a true and correct copy of the Interlocal Cooperation Agreement, approved in substantially the foregoing form by the Board of Supervisors of Oktibbeha County, Mississippi, on ___________________, 2020, and executed on ___________________, 2020.

Witness my hand this the ____ day of ___________________, 2020.

____
Sharon Livingston
Chancery Clerk, Oktibbeha County, Mississippi

(seal)

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE USE OF EXISTING PROCEEDS FROM THE SALE OF ITS GENERAL OBLIGATION BONDS ISSUED IN 2017 FOR THE PURPOSE OF FUNDING THE ACQUISITION AND DEVELOPMENT OF THE NORTHSTAR INDUSTRIAL PARK TO NOW PAY THE COSTS OF FURTHER IMPROVEMENTS TO CERTAIN PARCELS LOCATED WITHIN THE NORTHSTAR INDUSTRIAL PARK IN ORDER TO MAKE SUCH PARCELS MORE SUITABLE AND READY FOR IMMEDIATE DEVELOPMENT THEREON BY ONE OR MORE PRIVATE ENTERPRISES.

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

1. WHEREAS, all references herein to the "Code" shall mean the Mississippi Code of 1972, as amended;

2. WHEREAS, in furtherance of the joint development of a new industrial park in the City, the City and Oktibbeha County, Mississippi (the "County") entered into that certain Regional Economic Development Alliance Agreement, dated as of September 7, 2016 (as the same has been or may be amended, amended and restated, or otherwise modified from time to time, the "REDA Agreement") pursuant to Code Sections 57-64-1 *et seq.* (the "Regional Economic Development Act"), for the purpose of jointly funding and developing the new industrial park (recently named the Northstar Park) located near the intersection of Highway 82 and Highway 389 in the City (the "Northstar Park") in coordination with the Oktibbeha County Economic Development Authority (the "OCEDA"), which joined the REDA Agreement as a party thereto in 2017;

3. WHEREAS, pursuant to the REDA Agreement, the Regional Economic Development Act, Code section 21-33-301 *et seq*., and Code section 19-9-1 *et seq*., the City issued and sold its general obligation bonds in 2017 in an aggregate principal amount of Seven Million and 0/100 Dollars ($7,000,000.00) (the "Existing City Bonds"), and the County also issued and sold its general obligation bonds in 2017 in an aggregate principal amount of Seven Million and 0/100 Dollars ($7,000,000.00) (the "Existing County Bonds," and together with the Existing City Bonds, the "Existing Bonds"), each for the purpose of jointly and equally funding the acquisition and development of the Northstar Park near the intersection of Highway 82 and Highway 389 in the City in order to attract more technology- and manufacturing-based enterprises to locate and invest in, and create new, better quality job opportunities for the citizens of, the City and the County;

4. WHEREAS, in 2018 and 2019, the City, the County and the OCEDA jointly developed a substantial portion of the Northstar Park and the City and County each used the proceeds of their respective Existing Bonds to pay one-half (1/2) of the costs incurred in connection therewith;

5. The City, the County and the OCEDA now desire to make or cause to be made additional improvements to certain parcels located within the Northstar Park for the purpose of making such parcels ready for immediate development and construction thereon, and therefore more desirable, by one or more private enterprises, as well as more likely to encourage new capital investment in the City and the creation of new, better quality job opportunities for its citizens;

6. WHEREAS, the City and the County each desire to fund any costs of such additional improvements to certain parcels located within the Northstar Park solely from the remaining proceeds of their respective Existing Bonds which have not been expended in connection with the NorthStar Park;

7. WHEREAS, under the terms of the various bond transaction documents executed or otherwise approved or adopted by the City for the issuance and sale of the Existing City Bonds, the remaining proceeds thereof may be expended only to fund those costs associated with the Northstar Park and/or one or more economic development projects located therein, as authorized by Section 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act") and/or the Regional Economic Development Act;

8. WHEREAS, for the purpose of making certain parcels located in the Northstar Park ready for immediate development and construction thereon, and therefore more desirable, by one or more private enterprises, as well as more likely to encourage new capital investment in the City and the creation of new, better quality job opportunities for its citizens, the Golden Triangle Development LINK has recommended to the Board that it authorize the use of up to $550,000.00 of the remaining proceeds of the Existing City Bonds, and to the County Board of Supervisors that it authorize the use of up to $550,000.00 of the remaining proceeds of the Existing County Bonds, to each pay in equal amounts the following:

(a) costs of Site Preparation Work on Parcel 1, as identified and depicted on the map attached as **Exhibit "A"** hereto, including, but not limited to, the preparation thereon of a construction-ready pad capable of supporting the construction thereon of a 50,000 square foot or larger building facility; and

(b) costs of Site Preparation Work on Parcel 2, as identified and depicted on the map attached as **Exhibit "A"** hereto, including, but not limited to, the preparation thereon of a construction-ready pad capable of supporting the construction thereon of a 100,000 square foot or larger building facility;

9. WHEREAS, for purposes of this Resolution, the term "Site Preparation Work" means the performance of all or any of the following: (a) clearing and grubbing, earthwork, and leveling, including but not limited to, all cut and fill, including the purchase and installation of any fill materials, earthwork compaction, a gravel working surface for (i) a 50,000 square foot or larger building footprint for said Parcel 1, and (ii) a 100,000 square foot or larger building footprint for said Parcel 2; (b) drainage ditches; (c) stormwater detention ponds and other facilities; (d) erosion control measures; (e) installation of a fence around each such parcel; (f) site preparation engineering and management services associated with any of the work described in this definition; (g) and all other work necessary to (1) prepare a construction-ready pad on Parcel 1 capable of supporting the construction thereon of a 100,000 square foot or larger building facility, and (2) prepare a construction-ready pad on Parcel 2 capable of supporting the construction thereon of a 50,000 square foot or larger building facility;

10. WHEREAS, as the fee title owner of all of the Northstar Park property, the OCEDA is the appropriate party to the REDA Agreement that is responsible for procuring any and all Site Preparation Work in accordance with all applicable public bid and other procurement laws; provided that, pursuant to the REDA Agreement and the Regional Economic Development Act, the City and the County are authorized to pay the costs of such Site Preparation Work procured by the OCEDA;

11. WHEREAS, in order to make such parcels located within the Northstar Park ready for immediate development and construction thereon, and therefore more desirable, by one or more private enterprises, as well as more likely to encourage new capital investment in the City and the creation of new, better quality job opportunities for its citizens, the Board now finds and determines

that it would be in the best interest of the City to approve and authorize the expenditure of up to $550,000.00 of the remaining proceeds of the Existing City Bonds (*i.e*., those proceeds which have not already been expended by the City in connection with the NorthStar Park) to pay, directly or indirectly through the OCEDA, one-half (1/2) of the costs of the above described Site Preparation Work on Parcel 1 and Parcel 2; provided that such approval and authorization by the Board shall be subject to and conditioned upon the approval and authorization by the County Board of Supervisors of the expenditure of up to $550,000.00 of the remaining proceeds of the Existing County Bonds (*i.e*., those proceeds which have not already been expended by the County in connection with the NorthStar Park) to pay, directly or indirectly through the OCEDA, the remaining one-half (1/2) of the costs of the above described Site Preparation Work on Parcel 1 and Parcel 2.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Municipal Improvements Act, the Regional Economic Development Act (together, the "Acts"), and other applicable laws of the State of Mississippi.

SECTION 2. Subject to and conditioned up the approval and authorization by the County Board of Supervisors of the expenditure up to $550,000.00 of the remaining proceeds of the Existing County Bonds (*i.e*., those proceeds which have not already been expended by the County in connection with the NorthStar Park) to pay, directly or indirectly through the OCEDA, one-half (1/2) of the costs of the above described Site Preparation Work on Parcel 1 and Parcel 2, the Board hereby approves and authorizes the expenditure of up to $550,000.00 of the remaining proceeds of the Existing City Bonds (*i.e*., those proceeds which have not already been expended by the City in connection with the NorthStar Park) to pay, directly or indirectly, the remaining one-half (1/2) of the costs of the above described Site Preparation Work on Parcel 1 and Parcel 2.

SECTION 3. The Mayor, the Clerk of the Board and the attorneys and/or other agents or employees of the City are hereby authorized to do all things and to execute such instruments which are required of them or contemplated in the foregoing Resolution set forth in Section 2 immediately above, or which the Mayor, with the advice of the attorney for the Board, deems necessary or desirable to effect the purposes of such Resolution set forth in Section 2 immediately above.

SECTION 4. Captions. The captions or headings of this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions.

[remainder of page intentionally left blank]

After discussion, Board member David Little moved and Board member Hamp Beatty seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the Board members present,, the motion was declared passed by the Mayor on this the 18th day of February, 2020.

____
Lynn Spruill,
Mayor, City of Starkville

ATTEST:

____
Lesa Hardin,
City Clerk, City of Starkville

(SEAL)

NORTHSTAR INDUSTRIAL PARK

JANUARY 2020
Scale: 1" = 200'

LINK

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Solutions you can build upon
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PH: (662)268-7966 / FAX: (662)268-7961
Starkville, MS 39759

31. REQUEST APPROVAL OF KIMLEY HORN AS THE PREFERRED CONSULTANT TO PROVIDE THE BUILD GRANT PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES AND THE LOCAL PUBLIC AGENCIES (LPA) GUIDELINES AS OUTLINED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

Alderman Little, duly seconded by Alderman Vaughn, offered a motion to appoint Neel Schaffer as the preferred consultant because they have a local office in Starkville, to provide the BUILD Grant Professional Engineering services.

Following discussion, Alderman Little withdrew his motion with the agreement of Aldermen Vaughn.

Alderman Vaughn, duly seconded by Alderman Little, offered a motion to table the item so that the Aldermen would have additional opportunity to review the top two consultants: Kimley Horn and Neel Schaffer.

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 passed.

32. REQUEST APPROVAL OF A SPECIAL EVENT REQUEST BY THE UNITED WAY OF NORTH MISSISSIPPI REQUESTING IN-KIND SERVICES FOR THE SEVENTH ANNUAL TOUCH-A-TRUCK EVENT ON SATURDAY, APRIL 25, 2020 AT MCKEE PARK.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to approve a special event request with in-kind services for the seventh annual Touch-A-Truck event on Saturday, April 25, 2020 at McKee Park, with proof of insurance shall be required no later than 20 days prior to the event per the City of Starkville Special Events 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

33. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Walker, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 11, 2020 for fiscal year ending 9/30/2020, and 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 Hamp Beatty Voted: Yea
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

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

General Fund	001	$ 262,771.55
Restricted Police Fund	002	163.93
Airport Fund	015	1,055.96
Sanitation	022	21,773.39
Industrial Park Bond	303	1,012.50
Public Improvement Bonds	319	27,332.96
Park and Rec, Tourism	375	86,615.00
Sub Total Before Utilities		$ 400,725.29
Utilities Dept.	SED	1,424,981.00
Total Claims	Total	$ 1,825,706.29

34. CONSIDERATION TO AUTHORIZE THE REPLACEMENT OF A NEW HOLLAND FIELD MAINTENANCE TRACTOR WITH THE PURCHASE OF A JOHN DEERE 3025D COMPACT UTILITY TRACTOR (STATE CONTRACT MS GROUNDS MAINTENANCE EQUIPMENT 8200043475) AT A PURCHASE PRICE OF $14,259.60, THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, for the Board of Aldermen to authorize the purchase of a John Deere 3025D Compact Utility Tractor (State Contract MS Grounds Maintenance Equipment 8200043475) at a purchase price of $14,259.60, the lower of two quotes. 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: Yea

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

Two quotes received:
Wade Incorporated – John Deere 3025D - $14,250.60 and Oktibbeha County Co-Op – Mahindra 1626 - $14,595.00

35. CONSIDERATION OF DECLARING TWO MOWERS (SERIAL NUMBERS 642991 AND 232537), ONE SANDPRO (SERIAL NUMBER 08814), ONE NEW HOLLAND TRACTOR (SERIAL NUMBER 27553), ONE GENERAL ELECTRIC REFRIGERATOR, ONE KENMORE FREEZER (SERIAL NUMBER WB70924099), AND PLAYGROUND EQUIPMENT AS SURPLUS AND SELL TO THE HIGHEST BIDDER.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, for the Board of Aldermen to declare two mowers (serial number 642991 and 232537), one sandpro (serial number 08814), one New Holland tractor (serial number 27553), one General Electric refrigerator, one Kenmore freezer (serial number WB70924099), and playground equipment as surplus and sell to the highest bidder. 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: Yea

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

36. MOTION TO ADJOURN UNTIL MARCH 3, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until March 3, 2020 @ 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: Yea

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

SIGNED AND SEALED THIS THE _______ DAY OF ____________________ 2020.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)