

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
March 2, 2021**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on March 2, 2021 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin. Aldermen Jason Walker attended telephonically.

Mayor Lynn Spruill asked the Clerk to call roll of the Aldermen. Having confirmed each was present, she called the meeting to order.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Carver asked to remove Mayor's Business, Item A, "Proclamation of a Local Emergency due to the Covid-19 Virus" from consent. He also asked to add Mayor's Business, Item B, "Consideration to rescind the Seventh Resolution of the City of Starkville requiring masks and to apply the Governor's Executive Order #1549 in total"

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 OFFICIAL AGENDA WITH CONSENT ITEMS.

Alderman Carver offered a motion, duly seconded by Alderman Little, to approve the March 2, 2021 Official Agenda as revised. Mayor Spruill then read the consented items after which the Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, MARCH 2, 2019
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

Consent items 2 – 27:

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 FEBRUARY 12, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PRESENTATION OF TVA STEM GRANTS

Susie Wall, Starkville Academy
Josiah Lawrence, Armstrong Junior High School
Kimberly Vaughn, Overstreet Elementary

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

B. CONSIDERATION TO RESCIND THE SEVENTH RESOLUTION OF THE CITY OF STARKVILLE REQUIRING MASKS AND TO APPLY THE GOVERNOR'S EXECUTIVE ORDER #1549 IN TOTAL

X. BOARD BUSINESS

A. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019, AS AMENDED AND RESTATED FEBRUARY 2021; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR LEASING THE TILLABLE LAND AND NEWLY CLEARED LAND LOCATED AT GEORGE M. BRYAN FIELD SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR TO MR. KYLE KNIGHT, THE HIGH BIDDER, IN THE AMOUNT OF \$4,653.50.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF A CERTIFICATE OF APPROPRIATENESS REQUEST BY JAMES GIESEN AND ANNE MARSHALL, FOR AN ADDITION TO THEIR HOME LOCATED AT 305 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE OF THE LOWER QUOTE OF \$22,676.75 FOR THE GARRARD ROAD SIDEWALK PROJECT FROM GROUNDSTONE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
2. CONSIDERATION OF ACCEPTANCE OF THE LOWER QUOTE OF \$8,010.00 FOR THE MONTGOMERY STREET/ HIGHWAY 12 SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATION, LLC AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.
3. CONSIDERATION OF ACCEPTING THE REIMBURSEMENT FROM ATMOS ENERGY IN THE AMOUNT OF \$21,922 FOR ASPHALT REPAIRS ON WEST MAIN STREET, HARLEM STREET AND ROOSEVELT TAYLOR STREET, DISPERSING THESE FUNDS INTO THE CITY'S STREET IMPROVEMENT PROGRAM BUDGET AND AUTHORIZING THE MAYOR TO SIGN THE RELEASE FORM.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF FEBRUARY 9, 2021 FOR FISCAL YEAR ENDING 9/30/21, 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. REQUEST APPROVAL TO RENEW THE MECHANICAL SERVICE AGREEMENTS WITH BRISLIN, INC., FOR CITY HALL AND THE POLICE DEPARTMENT FOR INSPECTIONS AND MAINTENANCE OF HVAC EQUIPMENT.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO APPLY FOR AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$539,000 FOR A MINI PUMPER, 37 SETS OF TURN-OUT GEAR, AND 66 RADIOS WITH A CITY MATCH OF \$50,194.81.
2. REQUEST PERMISSION TO ALLOW CHIEF YARBROUGH, TRAINING CHIEF PARKS AND BATTALION CHIEF MCCARTER TO ATTEND THE 84TH MISSISSIPPI FIREFIGHTERS AND FIRE CHIEFS CONFERENCE AND CHIEF YARBROUGH THE 93RD ANNUAL SEAFB/MS FIRE CHIEFS AND LEADERSHIP CONFERENCE ALSO, TO BE HELD IN BILOXI, MS, JUNE 23 – JUNE 27, 2021 WITH ADVANCED TRAVEL NOT TO EXCEED \$1,500.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE MICHEAL COOPER AND WILLIAM EVANS AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE TATIANNA WALKER AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.
3. REQUEST AUTHORIZATION TO TRANSFER TRENT HELMS FROM THE PARKS AND RECREATION DEPARTMENT AS A MAINTENANCE MANAGER TO THE STARKVILLE FIRE DEPARTMENT AS A CERTIFIED FIREFIGHTER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO ENTER INTO A FIELD USAGE AGREEMENT BETWEEN STARKVILLE CHRISTIAN SCHOOL AND THE CITY OF STARKVILLE.

2. CONSIDERATION TO ENTER INTO A USAGE AGREEMENT BETWEEN THE FIRST BAPTIST CHURCH STARKVILLE AND THE CITY OF STARKVILLE FOR AN EASTER DAY EVENT.
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM TRASHCANSWAREHOUSE.COM TO PURCHASE 70 (SEVENTY), 55 GALLON TRASH CANS WITH TOPS AND LINER, TO SUPPORT THE CORNERSTONE PROJECTS IN THE AMOUNT OF \$38,440.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM ULINE TO PURCHASE 50 PARK PICNIC TABLES, TO SUPPORT THE CORNERSTONE PROJECTS, IN THE AMOUNT OF \$26,514.
5. REQUEST AUTHORIZATION TO ACCEPT CHANGE ORDER NUMBER 1 (ONE) WITH SPORTS CONTRACTORS UNLIMITED, LLC WHICH REDUCES THE TOTAL AMOUNT \$134,500 BY REMOVING SOD AND INSTALLING SPRIG OUTFIELDS, INCREASING SOD ALLOWANCE NOT TO EXCEED \$31,500, AND INCREASING INSTALLATION OF PARKING SLEEVES FOR IRRIGATION \$30,500 WHICH WILL BE DEDUCTED FROM THE PHASE 1 CONTRACT.

J. POLICE DEPARTMENT

1. POLICE DIVISION

- a. REQUEST APPROVAL TO ALLOW CPL. ANGELICA COLBERT, CPL. COLBY HUFFMAN AND CPL. GARRETT MITTAN TO ATTEND RCTA INTERVIEW AND INTERROGATION CLASSES BEING EXPORTED AT THE BOSSIER PARISH SHERIFF'S OFFICE, LA. FROM 3/29/21 THROUGH 4/2/2021 IN AN AMOUNT NOT TO EXCEED \$1,300.00.
- b. REQUEST APPROVAL FOR THE POLICE DEPARTMENT TO PURCHASE RADAR EQUIPMENT FROM APPLIED CONCEPTS, INC AT STATE CONTRACT PRICE OF \$15,890.00 WITH THE COST BEING 100% REIMBURSABLE THROUGH THE FY21 HOT SPOT GRANT.
- c. REQUEST APPROVAL TO ALLOW STARKVILLE POLICE DEPT. SWAT TEAM MEMBERS TO ATTEND THE U.S. MARSHALS SERVICE GULF COAST REGIONAL FUGITIVE TASK FORCE TRAINING. THIS WILL BE A ONE (1) DAY TRAINING IN BIRMINGHAM, AL ON MARCH 6, 2021.
- d. CONSIDERATION OF THE LEASE AGREEMENT WITH UTILITY ASSOCIATES, INC FOR BODY WORN COMERAS, ACCESSORIES AND IN-CAR VIDEO EQUIPMENT IN THE AMOUNT OF \$621,600.00 OVER FIVE YEARS TO BE MADE BEGINNING APRIL OF 2021 AND TO MAKE THE NECESSARY BUDGET ADJUSTMENT.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE A DUMP-CONVEYOR TRUCK FOR THE USE AND ONSITE TRANSPORT OF THE BIOSOLIDS AT THE CITY OF STARKVILLE WASTEWATER PLANT WITH THE PURCHASE TO BE MADE UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR PUBLIC UNITS OF STATE AND LOCAL GOVERNMENTS IN THE AMOUNT OF \$ 170,878.00.
2. REQUEST AUTHORIZATION TO UPGRADE THE CURRENT HONEYWELL AMI HANDHELD SYSTEM SOFTWARE TO CONNEXO FIELDSENSE IN THE AMOUNT OF \$14,871.00 WITH AN ANNUAL REOCCURRING LICENSER FEE OF \$3,745.00.
3. REQUEST CONSIDERATION OF ABANDONMENT OF THE FUEL STORAGE TANKS BY PETROLEUM EQUIPMENT SERVICE WITH THE LOWER BID OF \$46,010.80.
4. REQUEST AUTHORIZATION TO PROCEED AS AN EMERGENCY PURCHASE FOR THE 24-INCH SEWER MAIN FAILURE AT THE EARNEST E. JONES WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$13,000.00, PER MISSISSIPPI CODE SECTION 31-7-13 (K) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL MARCH 16, 2021 @ 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, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

2. CONSIDERATION OF THE MINUTES OF THE FEBRUARY 12, 2021 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 March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the February 12, 2021 meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019, AS AMENDED AND RESTATED FEBRUARY 2021; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 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, determining the necessity for and invoking the authority granted to municipalities by the legislature with respect to tax increment financing as set forth in chapter 45 of title 21, Mississippi Code of 1972, as amended; that a public hearing be conducted in connection with the proposed tax increment financing plan for the Garan manufacturing redevelopment project, City of Starkville, Mississippi, August 2019, as amended and restated February 2021; and for related purposes” is enumerated, this consent item is thereby approved.

Resolution on following page.

4. CONSIDERATION OF APPROVAL FOR LEASING THE TILLABLE LAND AND NEWLY CLEARED LAND LOCATED AT GEORGE M. BRYAN FIELD SOUTH AND WEST OF THE RUNWAY AND TAXIWAY AND INSIDE THE FENCED AREA FOR ONE YEAR TO MR. KYLE KNIGHT, THE HIGH BIDDER, IN THE AMOUNT OF \$4,653.50.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “consideration of approving a lease agreement with Mr. Kyle Knight, the high bidder, in the amount of \$4,653.50, for tillable land and newly cleared land at the George M. Bryan Field south and west of the runway and taxiway and inside the fenced area for one year” is enumerated, this consent item is thereby approved.

Lease agreement follows the TIF Resolution.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019, AS AMENDED AND RESTATED FEBRUARY 2021; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, (the "Board" of the "City"), acting for and on behalf of the City, hereby find, determine and adjudicate as follows:

1. The Mississippi "Tax Increment Financing Act," Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "TIF Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects, as defined therein, with the use of Tax Increment Financing ("TIF"), and also to carry out such projects jointly with other local governmental units pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code of 1972, as amended (the "Interlocal Act").
2. The Board has received and has conducted hearings on the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (the "Redevelopment Plan") for the City, and approved the Redevelopment Plan on April 4, 2006. The Redevelopment Plan constitutes a qualified plan under the TIF Act.
3. After notice published on August 22, 2019, in the *Starkville Daily News* and a public hearing on September 3, 2019, all as required by the TIF Act, the Board approved the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019* (the "TIF Plan").
4. The Board has been presented with a tax increment financing plan entitled *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, as Amended and Restated February 2021* (the "Amended TIF Plan"), the purpose of which is to (a) restate the TIF Plan to provide a financing mechanism to pay the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"), (b) amend TIF Plan to increase the amount of bonds permitted thereunder from not to exceed \$3,000,000 to not to exceed \$4,250,000; and (c) amend the TIF Plan to adjust the pledge of the City's revenues.

4. Castle Starkville, LLC (the "Developer"), is proposing to redevelop approximately 10.1 acres described in Exhibit A attached hereto and incorporated here by reference (the "TIF District") into an approximately 89,000 square foot retail development and related improvements (the "Project") in the City, as described in the TIF Plan. The City may enter into an Interlocal Cooperation Agreement with Oktibbeha County, Mississippi (the "County"), pursuant to the Interlocal Act to support the Project and to allow TIF Bond proceeds to be used to pay for the costs of the Infrastructure Improvements to support the Project. These costs will equal or exceed the sum of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000). The Developer is requesting the assistance of the City and the County in providing funding for the Infrastructure Improvements by the utilization of TIF.

5. The Amended TIF Plan has attached as exhibits the map and legal description of the land included in the TIF District, which was established by the Board upon the Approval of the TIF Plan on September 3, 2019.

6. The Project appears to be a project of major economic significance within the City, to qualify as a project eligible for TIF under the Redevelopment Plan, and the City's participation is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

7. The Developer intends to acquire and construct all or a portion of the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the anticipation that TIF moneys will be available in the future.

8. The City wishes to reimburse the Developer for this expense in whole or part, up to the amount of moneys available from the proceeds of TIF bonds in the principal amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) (the "TIF Bonds"), at the time TIF Bonds are issued in the future. The TIF Bonds will be secured solely by a pledge of the increase in ad valorem taxes on real and personal property generated within the TIF District and the increase in sales taxes generated within the TIF District; provided, however, that the amount of the TIF Bonds to be issued shall be based upon one hundred percent (100%) of the increase in the City's ad valorem taxes on real and personal property generated within the TIF District and sixty percent (60%) the increase in sales taxes generated within the TIF District together with seventy-five percent (75%) of the incremental increase in the County's ad valorem taxes on real and personal property generated within the TIF District. The funds derived from the sale of the TIF Bonds will be used to acquire and construct or reimburse the Developer for costs of the Infrastructure Improvements. The TIF Bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

9. The City reasonably expects that it and or the Developer will incur expenditures for the Infrastructure Improvements prior to the issuance of the TIF Bonds, and that it should declare its official intent to reimburse expenditures made in anticipation of the issuance of the TIF Bonds.

10. On Friday, February 19, 2021, the Board approved a resolution entitled

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE PROPOSED TAX INCREMENT FINANCING PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT, CITY OF STARKVILLE, MISSISSIPPI, AUGUST 2019, AS AMENDED AND RESTATED FEBRUARY 2021; AND FOR RELATED PURPOSES.

Said resolution called for a public hearing to be held on March 2, 2021, and directed the publication of a Notice of Hearing in the Starkville Daily News, a newspaper in which the City is authorized to publish legal notices, the publication of which shall not be more than twenty (20) days and not less than ten (10) days prior to March 2, 2021.

11. Because of inclement weather conditions across the State during the week of February 15-20, it is necessary to reschedule the public hearing from March 2, 2021 to a time and date to be determined by the Mayor and further, to direct the publication of a Notice of Hearing in the Starkville Daily News, a newspaper in which the City is authorized to publish legal notices, the publication of which shall not be more than twenty (20) days and not less than ten (10) days prior to the date of said hearing.

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

SECTION 1. The Board hereby declares its intention, upon the approval of the Amended TIF Plan, to issue TIF Bonds not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), for the Infrastructure Improvements. The TIF Bonds will be secured solely by a pledge of the increase in ad valorem taxes of the City and the County on real and personal property generated within the TIF District and the increase in sales taxes rebates for the City generated within the TIF District as described in the TIF Plan. The funds derived from the sale of the TIF Bonds will be used for the Infrastructure Improvements. The TIF Bonds shall never constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

SECTION 2. A public hearing shall be held with respect to the Amended TIF Plan and the issuance of the TIF Bonds at the regular meeting room of the Board at the City Hall of the City of Starkville, Mississippi at a time and date to be determined by the Mayor.

SECTION 3. The City Clerk is hereby directed to publish a notice of the public hearing in the *Starkville Daily News*, a newspaper in which the City is authorized to publish legal notices, the publication of which shall not be more than twenty (20) days and not less than ten (10) days

prior to the date set forth in Section 2 above, pursuant to and in compliance with the requirements of the TIF Act. Said notice is attached hereto as Exhibit B. A copy of the Amended TIF Plan will be available for examination in the office of the City Clerk at City Hall, Starkville, Mississippi.

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

Alderman Ben Carver	voted: <u>yea</u>
Alderman Sandra Sistrunk	voted: <u>yea</u>
Alderman David Little	voted: <u>yea</u>
Alderman Jason Walker	voted: <u>yea</u>
Alderman Hamp Beatty	voted: <u>yea</u>
Alderman Roy A'. Perkins	voted: <u>yea</u>
Alderman Henry Vaughn, Sr.	voted: <u>yea</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the ___ day of March, 2021.

ATTEST:

Lesa Hardin
Lesa Hardin, City Clerk

City of Starkville, Mississippi
Lynn A. Spruill
Lynn A. Spruill, Mayor



EXHIBIT A

LEGAL DESCRIPTION OF THE TIF DISTRICT

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

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

EXHIBIT B
NOTICE OF PUBLIC HEARING ON AMENDED TAX INCREMENT FINANCING
PLAN FOR THE GARAN MANUFACTURING REDEVELOPMENT PROJECT,
CITY OF STARKVILLE, MISSISSIPPI

Notice is hereby given that a public hearing will be held on the ____ day of _____, at 5:30 o'clock p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, Mississippi 39759, on the *Tax Increment Financing Plan for the Garan Manufacturing Redevelopment Project, City of Starkville, Mississippi, August 2019, as Amended and Restated February 2021* (the "Amended TIF Plan"), for consideration by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "City"). The City proposes to use the Amended TIF Plan in compliance with the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006, and further, to designate the project described in the Amended TIF Plan as appropriate for development and tax increment financing.

The general scope of the Amended TIF Plan is for the City to issue tax increment financing revenue bonds or notes (the "Bonds"), in one or more series and in an amount not to exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), which funds will be used for the purpose of providing a financing mechanism to pay for the cost of acquiring and constructing infrastructure improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, gas, and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, including storm water detention and related improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, Amended TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"). The Bonds shall be secured by a pledge of the incremental increase in ad valorem tax revenues on real and personal property and seventy-five percent of the sales tax rebates within the TIF District, as described in the Amended TIF Plan. The Bonds will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City, nor create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales tax rebates referenced above.

Construction of the Infrastructure Improvements and payment of the Bonds issued will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City. Copies of the Amended TIF Plan and the Tax Increment Financing Redevelopment Plan are available for examination in the office of the City Clerk in Starkville, Mississippi.

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

Witness my signature and seal, this the ____ day of March, 2021.

S/Lesa Hardin
City Clerk

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT**

This Lease Agreement is entered into effective the 8th day of April, 2021, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **KYLE KNIGHT**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Figure "1" consisting of approximately 66 acres of agricultural land that is outlined by the solid yellow boundaries and approximately 47.5 acres of newly cleared land outlined by the solid blue boundaries in Figure "1" (the "Leased Premises"); and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. LEASED PREMISES. Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.
2. USE OF PREMISES.

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. 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. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. 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.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part

of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on April 8, 2021, and shall continue through and expire on April 7, 2022, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing thirty days prior to the expiration date.

4. RENT. The rent for the subject property shall be \$4,653.50 per year and shall be made in one lump sum payment on or before April 15, 2021. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Forty One Dollars and Zero Cents (\$41.00) per acre applied to approximately 113.5 acres of leased premises. Full payment shall be due by April 15, 2021. Rent shall be paid to Starkville Airport, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements,

aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to \$26.00 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy 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 agricultural operations, subject to the prior written approval of Lessor, which 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.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations,

and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, 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.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, 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 Lessee's use of the Leased Premises, 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. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars (\$1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. 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.

11. 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.

12. 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 as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

13. 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; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. 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.

15. 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.

16. 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.

17. 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, 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. Lessee shall bear the expense of remediating 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.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, 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.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. 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 Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. 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.

22. 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 D. Lynn Spruill
110 W. Main Street
Starkville, MS 39759

To Lessee: KYLE KNIGHT
Kyle Knight
313 Watertank Road
Bellefontaine, MS 39737

IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives

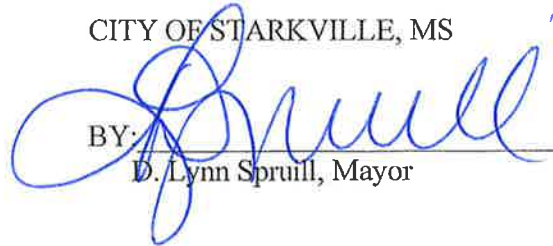
duly authorized so to do.

LESSEE



LESSOR

CITY OF STARKVILLE, MS

BY: 

D. Lynn Spruill, Mayor

ATTEST:



Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **KYLE KNIGHT**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the 15th day of March, 2021.



(SEAL)

V. Hampton
NOTARY PUBLIC

MY COMMISSION EXPIRES:

4/29/2024

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **D. Lynn Spruill and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

Given under my hand and seal, this the 3rd day of March, 2021.

V. Hampton
NOTARY PUBLIC

(S E A L)



MY COMMISSION EXPIRES

04/29/2024

5. CONSIDERATION OF A CERTIFICATE OF APPROPRIATENESS REQUEST BY JAMES GIESEN AND ANNE MARSHALL, FOR AN ADDITION TO THEIR HOME LOCATED AT 305 GREENSBORO STREET IN THE GREENSBORO HISTORIC DISTRICT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a Certificate of Appropriateness request for an addition at 305 Greensboro Street, consisting of the addition of a screened porch and deck, extending a new roof over the living room addition, and adding additional fencing” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF ACCEPTANCE OF THE LOWER QUOTE OF \$22,676.75 FOR THE GARRARD ROAD SIDEWALK PROJECT FROM GROUNDSTONE CONSTRUCTION AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the low quote for the Garrard Road Sidewalk Project from Groundstone Construction and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Two quotes received: Groundstone - \$22,676.75 and Phillips - \$67,487.70

7. CONSIDERATION OF ACCEPTANCE OF THE LOWER QUOTE OF \$8,010.00 FOR THE MONTGOMERY STREET/ HIGHWAY 12 SIDEWALK PROJECT FROM H&H CONSTRUCTION AND EXCAVATION, LLC AND AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the low quote for the Montgomery Street/ Highway 12 Sidewalk Project from H&H Construction and Excavation, LLC and authorizing the Mayor to execute a construction contract” is enumerated, this consent item is thereby approved.

Two quotes received: Groundstone - \$15,235.00 and H & H Construction - \$8,010.00

8. CONSIDERATION TO ACCEPT THE REIMBURSEMENT FROM ATMOS ENERGY IN THE AMOUNT OF \$21,922 FOR ASPHALT REPAIRS ON WEST MAIN STREET, HARLEM STREET AND ROOSEVELT TAYLOR STREET, DISPERSING THESE FUNDS INTO THE CITY’S STREET IMPROVEMENT PROGRAM BUDGET AND AUTHORIZING THE MAYOR TO SIGN THE RELEASE FORM.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of accepting the reimbursement from ATMOS Energy in the amount of \$21,922 for asphalt repairs on West Main Street, Harlem Street and Roosevelt Taylor Street, dispersing these funds into the City’s Street Improvement Program Budget and authorizing the Mayor to sign the Release Form” is enumerated, this consent item is thereby approved.

Agreement follows this page.

9. CONSIDERATION TO RENEW THE MECHANICAL SERVICE AGREEMENTS WITH BRISLIN, INC., FOR CITY HALL AND THE POLICE DEPARTMENT FOR INSPECTIONS AND MAINTENANCE OF HVAC EQUIPMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the renewal of Mechanical Service Agreements with Brislin, Inc. for City Hall and the Police Department for inspections and maintenance of HVAC Equipment” is enumerated, this consent item is thereby approved.

Agreements follow the Atmos agreement.

RELEASE IN FULL

For and in consideration of the sum of Twenty-One Thousand Nine Hundred and Twenty-Two Dollars (\$21,922.00), the receipt and sufficiency of which is hereby acknowledged and confessed (the "Payment"), the City of Starkville, Mississippi, (hereinafter the "City"), does hereby compromise, settle and fully release and forever discharges Atmos Energy Corporation and its respective agents, representatives, contractors, subcontractors, attorneys, employees, successors and assigns (the "Released Parties"), of and from, and agrees not to file suit in regard to, any and all claims, rights, demands, controversies, actions, and/or causes of action the City has, has held, and/or may now own or hold relating to or arising out of the West Main Street construction project for the replacement of a natural gas pipeline on the City's real property ("Project") in Starkville, Oktibbeha County, MS including, but not limited to, damages to roads, asphalt, rock, culverts, buildings, surface improvements, ponds, tanks, any loss of access, and/or other property (real and/or personal) relating to or arising out of the Project whether sought through inverse condemnation, breach of contract, trespass, negligence, and/or otherwise as well as any other amounts owed to the City related to the Project. The City acknowledges and agrees that the Payment includes all reasonably anticipated claims or damages alleged by, or which could be alleged by, the City related to the Project.

The City hereby warrants that it is the sole legal holder and owner of the claims hereby released. Further, the undersigned individual represents and warrants that: (a) they have the legal capacity to and are duly authorized to execute and deliver this Release; (b) they have taken all action and obtained all consent, if any, necessary to

authorize the execution and delivery of this Release; and (c) this Release is a legal, valid, and binding obligation, enforceable in accordance with its terms.

It is understood and agreed that the aforementioned Payment is the total consideration for this Release and that the Payment herein made is in compromise of a disputed claim and is not to be construed as an admission of liability by or on behalf of the Released Parties.

This Release contains the entire agreement between the parties hereto and the terms of this Release are contractual and not a mere recital. All other prior negotiations and agreements pertaining to the subject matter hereof are merged into this Release. The City hereby expressly disclaims reliance upon any facts, promises, undertakings, representations, or omissions made by the Released Parties or any other party or person.

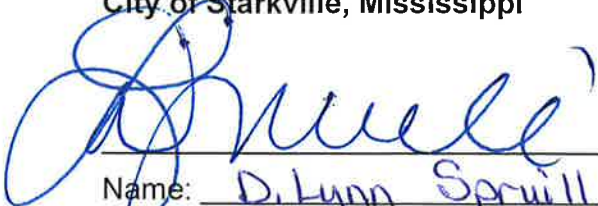
The City further states that it has carefully read the foregoing Release and knows the contents thereof and has signed the same as its own free act and deed.

The terms and conditions of this Release shall be spread upon the minutes of the City's governing board as required by law.

In the event of a dispute or material breach, this Release shall be governed and construed under the laws of the State of Mississippi.

EXECUTED this 2nd day of March 2021.

City of Starkville, Mississippi


Name: D. Lynn Spruill
Title: Mayor

STATE OF MISSISSIPPI §
 §
COUNTY OF OKTIBBEHA §

BEFORE ME, the undersigned notary public in and for the State of Mississippi, on this day personally appeared Lynn Spruill the Mayor of the City of Starkville, Mississippi, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of March 2021.


Notary Public in and for Said County
and State of Mississippi

My Commission Expires:

04/29/2024



RELEASE IN FULL

PAGE 3 OF 3

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO



STARKVILLE POLICE DEPARTMENT
101 EAST LAMPKIN STREET
STARKVILLE, MS 39759

BY

BRISLIN, INC.

April 1, 2021 to March 31, 2022



At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least six (6) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$95.00 per hour for week nights, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$250.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in April and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

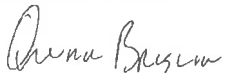
1. One (1) full service which includes washing of evaporator and condenser coils, replacing belts & **FILTERS**, flushing drains and monitoring equipment operations.
2. Three (3) inspection services, which includes monitoring equipment operations and visual inspection of coils, cleaning and flushing condensate drains and pans. Filter replacement included.
3. Two (2) Filter replacements only.
4. Monthly (12 times) Heating water and chill water closed loop systems service ONLY. This will include collecting water samples and test the treated waters. A written report will be submitted documenting the results of the service. Any systems found needing chemical will be added at that time. Chemical cost is NOT included in this proposal and will be added at extra cost with proper authorization from the Starkville Police Department.

Your cost of this Maintenance Agreement \$14,520.00 per year plus tax;
payable in six (6) equal amounts of \$2,420.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: Mark Ballard

Printed: Mark Ballard

Title: Chief of Police

Date: 2/22/21

MECHANICAL SERVICE AGREEMENT AND MAINTENANCE CONTRACT

SUBMITTED TO

CITY OF STARKVILLE
STARKVILLE MUNICIPAL COMPLEX
100 MEIGS AVE.
STARKVILLE, MS

BY

BRISLIN, INC.

March 1, 2021 to February 28, 2022



At Brislin, Inc. our primary goal is to maximize your comfort level, year-round. As part of this commitment, we offer affordable inspections and maintenance agreements designed to provide increased energy efficiency, reduce mechanical failures, improve comfort conditions, and protect the performance and longevity of your heating and air conditioning equipment.

We propose to furnish inspection and maintenance as specified below:

COVERED EQUIPMENT:

See Attached - Equipment List

WE AGREE TO:

- Schedule and perform maintenance services during our normal working hours, Monday – Friday 7:00 am-4:00 pm.
- Provide all material and labor to inspect, service, and perform minor repairs to the equipment listed herein at least four (4) times per year per attached Maintenance / Inspection checklist.
- Furnish you with a complete copy of the Maintenance / Inspection checklist indicating what repairs, if any, are necessary following each inspection.
- Perform repairs and improvements not covered by this agreement, upon receipt of proper authorization from you, for additional cost at a labor rate per man not to exceed \$85.00 per hour during regular working hours and furnish parts at list price less 10% discount. Emergency service will be available at an additional overtime cost of \$95.00 per hour for week nights, weekends and holidays.
- Instruct you in the operation of equipment to provide for greatest operating efficiency.
- Priority service over non-agreement customers.

YOU AGREE TO:

- Provide us reasonable access to all areas and equipment.
- Allow us to stop and start equipment as necessary for the completion of services.
- Allow us to perform minor repairs, without prior authorization, if discovered during the scheduled maintenance. Minor repairs are considered to be those not exceeding \$250.00 for replacement parts, refrigerant, and labor per system.
- Allow us to perform an additional washing of coils, without prior notification, if visual inspection indicates coils are dirty. Additional coil cleaning will be invoiced on a time and material basis.
- Operate the subject equipment in accordance with the manufacturer's guidelines of operation.
- Promptly notify us of any problems or unusual operating conditions of the subject equipment.
- Permit only our personnel to work on the subject equipment.

EXCLUSIONS:

- Air distribution system, including ductwork, supply air grilles, return air grilles, return air chases, and equipment platforms.
- Plumbing systems, including water supply, drains, and water heaters.
- Electrical service beyond the subject equipment disconnect switch (control wiring excepted).
- Moving or relocating the subject equipment.
- Repair due to damages caused by fire, flood, weather, acts of God, acts of war, abuse, or the improper use of equipment.
- Work made necessary by the enforcement of government codes, building and union regulations.
- Internal inspection of boiler(s) or any other pressure vessel(s), if applicable.

TERMS & CONDITIONS:

This agreement shall remain in effect for one year beginning in March and shall be renewed annually by endorsement unless either party gives 30 days' written notice of termination. If the equipment covered is altered, modified, changed, or moved, this agreement may be adjusted accordingly or terminated.

Inspection and service will be furnished by us as follows:

1. One (1) full service which includes washing of evaporator and condenser coils, replacing filters, and replacing belts, if applicable.
2. Three (3) inspection services, which includes replacing filters and visual inspection of coils.

Your cost of this Maintenance Agreement: \$ 4,368.00 per year plus tax;
payable in four (4) equal amounts of \$ 1,092.00 per service, plus tax.

During the fulfillment of this agreement, we will take all reasonable precautions to avoid injury to persons and damage to property.

This proposal will become an agreement by and between Brislin and you if accepted by authorized representative signature of both parties below. This agreement contains the entire agreement between the parties, and no rights are created in favor of either party other than as specified. There are no other parties to this agreement.

Respectfully submitted:
BRISLIN, INC.



Quinn Brislin
Vice President

Your approval:

Signature: Lesa Hardin

Printed: Lesa Hardin

Title: City Clerk / CFO

Date: 3-2-2021

10. CONSIDERATION TO APPLY FOR AN ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$539,000 FOR A MINI PUMPER, 37 SETS OF TURN-OUT GEAR, AND 66 RADIOS WITH A CITY MATCH OF \$50,194.81.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to apply for an Assistance to Firefighters Grant for a Mini Pumper, 37 sets of Turn-out Gear, and 66 radios in the amount of \$539,000, with a City match of \$50,194.81” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO ALLOW CHIEF YARBROUGH, TRAINING CHIEF PARKS AND BATTALION CHIEF MCCARTER TO ATTEND THE 84TH MISSISSIPPI FIREFIGHTERS AND FIRE CHIEFS CONFERENCE AND CHIEF YARBROUGH THE 93RD ANNUAL SEAF/MS FIRE CHIEFS AND LEADERSHIP CONFERENCE ALSO, TO BE HELD IN BILOXI, MS, JUNE 23 – JUNE 27, 2021 WITH ADVANCED TRAVEL NOT TO EXCEED \$1,500.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of Chief Yarbrough, Training Chief Parks and Battalion Chief McCarter to attend the 84th Mississippi Firefighters and Fire Chiefs Conference and Chief Yarbrough the 93rd Annual SEAF/MS Fire Chiefs and Leadership Conference also, to be held in Biloxi, MS, June 23 – June 27, 2021 with advanced travel” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE MICHEAL COOPER AND WILLIAM EVANS AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Micheal Cooper and William Evans as Certified Police Officers” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE TATIANNA WALKER AS A RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Tatianna Walker as a Radio Operator (Dispatcher) in the Starkville Police Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO TRANSFER TRENT HELMS FROM THE PARKS AND RECREATION DEPARTMENT AS A MAINTENANCE MANAGER TO THE STARKVILLE FIRE DEPARTMENT AS A CERTIFIED FIREFIGHTER.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to transfer Trent Helms from the Parks and Recreation Department as a Maintenance Manager to the Starkville Fire Department as a Certified Firefighter” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO ENTER INTO A FIELD USAGE AGREEMENT BETWEEN STARKVILLE CHRISTIAN SCHOOL AND THE CITY OF STARKVILLE.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into a Field Usage agreement between Starkville Christian School and the City of Starkville” is enumerated, this consent item is thereby approved.

STARKVILLE PARKS AND RECREATION DEPARTMENT FIELD USE AGREEMENT

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

1. GENERAL TERMS

1.1 This Agreement shall be in effect from February 22, 2021 to April 20, 2021 with Starkville Christian School. The City will permit the User to use one baseball/softball field located at the Starkville Sportsplex, 405 Lynn Lane, Starkville, Mississippi 39759 from 4:00 p.m. - 10:00 p.m. hereinafter referred to as the "Field". Spruill Property Management Field will be reserved for Starkville Christian School on February 22nd and March 23rd. Columbus Orthopaedic Field will be reserved for Starkville Christian School on February 25th, March 8th, 22nd, and April 6th and 20th. The City shall have the option to terminate this Agreement at any time with or without cause with board approval.

1.2 The schedule of field dates and times are subject to change at the discretion of the City. The City will attempt to provide the User a 24 hours' notice if changes occur. Based on review of the provided schedules, the dates of February 22nd, and 25th, March 8th, 22nd and 23rd and April 6th and 20th have been requested and both parties have reviewed and approved the requested Field dates.

1.3 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.

1.4 The User shall pay the \$100 per field use, making their total \$700. This cost includes the use of lights.

1.5 If the User does not play all 7 games, due to unforeseen circumstances such as inclement weather or damage to the field, the City will refund the User for that game(s). This refund will be processed upon completion of the season.

1.6 The User shall pay the City the full payment by February 22, 2021. Payment may be made by credit card or check in person at the Sportsplex, or by mailing a check to 405 Lynn Lane, Starkville, MS 39759.

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

- a) Locking doors to the storage rooms and restrooms after use.
- b) Turning on and off all field lights.
- c) Picking up ground litter from field and surrounding areas, prior to leaving after each use of the field daily.
- d) Ensuring all team head coaches and assistant coaches have background checks conducted within 30 days prior to the start of the season. A copy of all background checks should be provided to the City no later than February 22, 2021 and will only be valid from this agreement.

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

f) To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Field and provide the City contact information for the individual assigned, no later than February 22, 2021.

g) 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.

h) 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 by February 22, 2021.

i) The User hereby agrees to refrain from any activity in relation to use of the Field 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.

j) A breakdown of the desired base and mound distances should be provided to the City no later than February 12th.

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

a) All fields will be prepped by noon on the day of all home games.

b) Cleaning and stocking restrooms.

c) Determining whether the Field will be open or closed for the User's use because of inclement weather, damage to the Field, and other unforeseen acts. The City will communicate with the User by 3:00 p.m. on day of game on field condition.

2. INSURANCE REQUIREMENTS

2.1 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 Field & the activities associated with the use of the Field 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 & shall not contribute to it.

3. USE OF FACILITY KEYS

3.1 The City will issue one GMK key to the designated on-site supervisor to use for the entire season. This key will be signed out by the City Administrative Assistant no later than the day of the first practice. This key opens the storage room where lights are located, and the restrooms. The keys may not be reproduced or duplicated by the User. The User agrees to sign the key back over to the City, within five working days after the last use of the Field. Upon failure to return the key, the User will pay a \$500 fine to the City.

4. INDEMNIFICATION

4.1 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.

5. RELEASE

5.1 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.

6. MISCELLANEOUS TERMS

6.1 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.

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

6.3 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.

6.4 Both parties must agree on any amendment made to the contract. The user has the right to cancel the contract at any time, but will not be refunded. Any requested refund must be presented by the User, to the Mayor and Board of Alderman for approval.

6.5 Any amendment to this contract must be done in writing and agreed upon by the parties.

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

ATTACHMENTS TO INCLUDE:

1. User's Certificate of Insurance
2. Background Check Report for Head Coach and Assistant Coach

STARKVILLE CHRISTIAN SCHOOL

303 Lynn Lane

Starkville, MS 39759

Printed Name: RANDALL S. WITBECK Date: 2/9/21

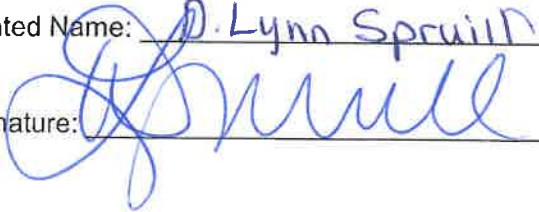
Signature:  Title: PRINCIPAL

CITY OF STARKVILLE

405 Lynn Lane

Starkville, MS 39759

Printed Name: D. Lynn Spruill Date: 3-2-2021

Signature:  Title: Mayor

16. CONSIDERATION TO ENTER INTO A FACILITY USE AGREEMENT BETWEEN THE FIRST BAPTIST CHURCH STARKVILLE AND THE CITY OF STARKVILLE FOR AN EASTER DAY EVENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into a Facility Use Agreement between the First Baptist Church Starkville and The City of Starkville for an Easter Day Event” is enumerated, this consent item is thereby approved.

Agreement follows this page.

17. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM TRASHCANSWAREHOUSE.COM TO PURCHASE 70 (SEVENTY), 55 GALLON TRASH CANS WITH TOPS AND LINER, TO SUPPORT THE CORNERSTONE PROJECT IN THE AMOUNT OF \$38,440.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest quote from TrashcansWarehouse.com to purchase 70, 55 Gallon Trash Cans with tops and liner, to support the Cornerstone Project in the amount of \$38,440” is enumerated, this consent item is thereby approved.

Two quotes received: TrashcansWarehouse.com - \$38,440 and SchoolsIn - \$43,282.16

18. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM ULINE TO PURCHASE 50 PARK PICNIC TABLES, TO SUPPORT THE CORNERSTONE PROJECT, IN THE AMOUNT OF \$26,514.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of to accept the lowest quote from ULINE to purchase 50 park picnic tables, to support the Cornerstone Project, in the amount of \$26,514” is enumerated, this consent item is thereby approved.

Two quotes received: ULINE - \$26,514 and ThePark - \$30,934.00

19. CONSIDERATION TO ACCEPT CHANGE ORDER NUMBER 1 (ONE) WITH SPORTS CONTRACTORS UNLIMITED, LLC WHICH REDUCES THE TOTAL AMOUNT \$134,500 BY REMOVING SOD AND INSTALLING SPRIG OUTFIELDS, INCREASING SOD ALLOWANCE NOT TO EXCEED \$31,500, AND INCREASING INSTALLATION OF PARKING SLEEVES FOR IRRIGATION \$30,500 WHICH WILL BE DEDUCTED FROM THE PHASE 1 CONTRACT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the change order Number 1 with Sports Contractors Unlimited, LLC to reduce the total in the amount \$134,500 by removing sod and installing sprig outfields, increasing sod allowance not to exceed \$31,500, increasing installation of parking sleeves for irrigation \$30,500” is enumerated, this consent item is thereby approved.

The Change Order follows the First Baptist Field Agreement.

20. CONSIDERATION TO ALLOW CPL. ANGELICA COLBERT, CPL. COLBY HUFFMAN AND CPL. GARRETT MITTAN TO ATTEND RCTA INTERVIEW AND INTERROGATION CLASSES BEING HELD AT THE BOSSIER PARISH SHERIFF’S OFFICE, LA. FROM 3/29/21 THROUGH 4/2/2021 IN AN AMOUNT NOT TO EXCEED \$1,300.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow Cpl. Angelica Colbert, Cpl. Colby Huffman and Cpl. Garrett Mittan to attend RCTA Interview and Interrogation classes being held at the Bossier Parish Sheriff’s Office, LA from 3/29/21 through 4/2/2021 in an amount not to exceed \$1,300” is enumerated, this consent item is thereby approved.

STARKVILLE PARKS AND RECREATION DEPARTMENT FACILITY USE AGREEMENT

This is an agreement by and between the CITY OF STARKVILLE, a Mississippi Municipal Corporation hereinafter referred to as the "City", by and through its authorized representative, and FIRST BAPTIST CHURCH STARKVILLE, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect from April 4, 2021 to April 4, 2021 with First Baptist Church Starkville. The City will permit the User to use the overflow parking lot, as well as the Travis Outlaw parking lot, soccer field/baseball field parking lot and soccer field restrooms and baseball/softball restrooms located at the Starkville Sportsplex, 405 Lynn Lane, Starkville, Mississippi 39759 and the parking lot at McKee Park from 6:00 a.m. - 2:00 p.m. on April 4, 2021, hereinafter referred to as the "Facility". The City shall have the option to terminate this Agreement at any time with or without cause with board approval.

1.2 The schedule of the rental date and time are subject to change at the discretion of the City. The City will provide the User a 24 hours' notice if changes occur. Based on conversation between the User and the City, the date of April 4, 2021 has been requested and both parties have reviewed and approved the requested Facility date.

1.3 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.

1.4 The User shall pay the City \$750 for use of the overflow parking lot, Travis Outlaw Center parking lot, soccer and baseball field parking lot, soccer field restrooms, baseball/softball field restrooms and the McKee Park parking lot.

1.5 The User shall pay a \$250 deposit to the City by March 5, 2021 to hold their reservation. The User must pay the remaining balance of \$500 by April 2, 2021. If the User wishes to pay the full \$750 at one time, that is acceptable and they must do so by March 5, 2021. Payment may be made by credit card or check in person at the Sportsplex, or by mailing a check to 405 Lynn Lane, Starkville, MS 39759.

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

- a) Unlocking and locking doors to the restrooms after use.
- b) Picking up ground litter from field and surrounding areas, prior to leaving after each use of the field daily.
- c) Providing the City with a signed copy of the City COVID- 19 Guidelines. These guidelines will be sent to the User no later than March 5, 2021 and are due back to the City by April 2, 2021.
- d) 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.

e) 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, no later than the week prior to the event.

f) 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.

g) A certificate of the User's General Liability insurance shall be furnished to the City no later than April 2, 2021.

h) 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.

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

b) Cleaning and stocking restrooms before event

c) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facility, and other unforeseen acts. The City will communicate with the User by 3:00 p.m. on March 31, 2021 if the facility needs to close.

2. INSURANCE REQUIREMENTS

2.1 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 & 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 & shall not contribute to it.

3. USE OF FACILITY KEYS

3.1 The City will issue one GMK key to the designated on-site supervisor to use for the weekend. This key will be signed out by the City Administrative Assistant no later than 5:00 p.m. on April 2, 2021. This key opens the restrooms. The keys may not be reproduced or duplicated by the User. The User agrees to sign the key back over to the City, within five working days after the last use of the Facility. Upon failure to return the key, the User will pay a \$500 fine to the City.

4. INDEMNIFICATION

4.1 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.

5. RELEASE

5.1 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.

6. MISCELLANEOUS TERMS

6.1 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.

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

6.3 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.

6.4 Both parties must agree on any amendment made to the contract. The user has the right to cancel the contract at any time, but will not be refunded. Any requested refund must be presented by the User, to the Mayor and Board of Alderman for approval.

6.5 Any amendment to this contract must be done in writing and agreed upon by the parties.

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

ATTACHMENTS TO INCLUDE:

1. User's Certificate of Insurance

2. Background Check Report for Head Coach and Assistant Coach

FIRST BAPTIST CHURCH STARKVILLE

106 East Lampkin Street

Starkville, MS 39759

Printed Name: Timothy A. Brown Date: 02-09-2021

Signature:  Title: Sr. Pastor

CITY OF STARKVILLE

405 Lynn Lane

Starkville, MS 39759

Printed Name: _____ Date: _____

Signature: _____ Title: _____

Cornerstone Park Field Installation CONTRACT CHANGE ORDER FORM

CONTRACT FOR:	Cornerstone Park Field Installation	CHANGE ORDER NO. 1
OWNER:	City of Starkville	DATE: 2/23/2021
CONTRACTOR:	Sports Contractors Unlimited, LLC	

You are hereby requested to comply with the following changes from the contract plans and specifications:

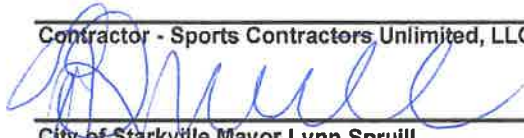
ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Deduct sod in outfields of 10 fields	(\$78,600.00)	
2	Install sprigs in lieu of sod in 10 outfields	(\$117,900.00)	
3	Sod allowance		\$31,500.00
4	Install sleeves in parking lot for irrigation		\$30,500.00
	TOTALS	(\$196,500.00)	\$62,000.00
		OVERALL TOTAL	-\$134,500.00

JUSTIFICATION: Timing of installation allows contractor to use sprigs in outfield areas. Sleeves in the parking lot were originally discussed during Phase 1, but a change order was not submitted.

The amount of the Original Contract was:	\$2,685,960.00
Change Order #1 increased the contract amount by:	(\$134,500.00)
The Contract Total including this change order will be:	\$2,551,460.00

The Original Contract Completion Date was:	September 20, 2021
Change Order 1 increased the Contract Completion Date by the following # of days:	"0"
The new Contract Completion Date will be:	September 20, 2021

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	 Phase Manager - David D'Aquila	02-23-01 Date
Recommended	 Project Manager - Sam Henry	02-23-21 Date
Accepted	Contractor - Sports Contractors Unlimited, LLC	Date
Approved	 City of Starkville Mayor Lynn Spruill	3-3-21 Date

BE
23 Feb 21

21. CONSIDERATION FOR THE POLICE DEPARTMENT TO PURCHASE RADAR EQUIPMENT FROM APPLIED CONCEPTS, INC AT STATE CONTRACT PRICE OF \$15,890.00 WITH THE COST BEING 100% REIMBURSABLE THROUGH THE FY21 HOT SPOT GRANT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to purchase radar equipment from Applied Concepts, INC at state contract #38200036906 price of \$15,890.00 with the cost being 100% reimbursable through the FY21 Hot Spot Grant” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO ALLOW STARKVILLE POLICE DEPT. SWAT TEAM MEMBERS TO ATTEND THE U.S. MARSHALS SERVICE GULF COAST REGIONAL FUGITIVE TASK FORCE TRAINING IN BIRMINGHAM, AL ON MARCH 6, 2021.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to allow Starkville Police Dept. SWAT Team members to attend the U.S. Marshals Service Gulf Coast Regional Fugitive Task Force training in Birmingham, AL on March 6, 2021” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF THE LEASE AGREEMENT WITH UTILITY ASSOCIATES, INC FOR BODY WORN COMERAS, ACCESSORIES AND IN-CAR VIDEO EQUIPMENT IN THE AMOUNT OF \$621,600.00 OVER FIVE YEARS TO BE MADE BEGINNING APRIL OF 2021 AND TO MAKE THE NECESSARY BUDGET ADJUSTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the lease agreement with Utility Associates, Inc for Body Worn cameras, accessories and in-car video equipment in the amount of \$621,600.00 over five years with payments to be made beginning March of 2021 and to make the necessary budget adjustment” is enumerated, this consent item is thereby approved.

Agreement follows this page.

24. CONSIDERATION TO PURCHASE A DUMP-CONVEYOR TRUCK FOR THE USE AND ONSITE TRANSPORT OF THE BIOSOLIDS AT THE CITY OF STARKVILLE WASTEWATER PLANT WITH THE PURCHASE TO BE MADE UTILIZING THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT FOR PUBLIC UNITS OF STATE AND LOCAL GOVERNMENTS IN THE AMOUNT OF \$ 170,878.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a dump-conveyor truck for the use and onsite transport of the biosolids at the city of Starkville wastewater plant with the purchase to be made utilizing the Sourcewell Cooperative Purchasing Agreement for public units of state and local governments in the amount of \$ 170,878.00” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO UPGRADE THE CURRENT HONEYWELL AMI HANDHELD SYSTEM SOFTWARE TO CONNEXO FIELDSENSE IN THE AMOUNT OF \$14,871.00 WITH AN ANNUAL REOCCURRING LICENSER FEE OF \$3,745.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to upgrade the current Honeywell AMI handheld system software to Connexo FieldSense in the amount of \$14,871.00 with an annual reoccurring licenser fee of \$3,745.00” is enumerated, this consent item is thereby approved.



Customer Service Agreement

INTRODUCTION

This service agreement describes the levels of service that Starkville Police Department (Client) will receive from Utility Associates, Inc. (Supplier).

Purpose

The Client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the Supplier. Some of these items are of critical importance to the business.

This service agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This agreement is between:

The Client:	The Supplier:
Starkville Police Department	Utility Associates Inc.
101 East Lampkin Street Starkville MS, 39759	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Mark Ballard - Chief p. 662-323-4134 e. mballard@cityofstarkville.org	Key Contact: Amanda A. Havice 404-816-0300 ahavice@utility.com

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying Offer Letter Document and will run for the term of the agreement plus any extensions of such agreement.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the Client's system.

Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the Client and Supplier.

Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty 60 Supplied by Utility	1
Bluetooth Controller	Qty 60 Supplied by Utility	2
Holster Sensor	Qty 60 Supplied by Utility	2



CAD Integration	Qty 1 Supplied by Utility	3
CAD Activation	QTY 60 Supplied by Vendor	
BodyWorn Ready Uniforms	\$200 Allotment Towards any Combination of New BodyWorn Ready Uniforms, per Body Camera Purchased with a Multi-Year Service Agreement	3
Existing Uniform Retrofits	Qty. of 5, Standard Uniform Retrofits (see table 1.2.1 for definitions) to BodyWorn Ready Status, per Body Camera Purchased with a Multi-Year Service Agreement	3
AVail Web	Qty1 Unlimited Licenses Supplied by Utility	1
RocketIoT In-Car Video	Qty 40 Supplied by Utility	1
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

Exclusions

This agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above.
- Software, equipment or services not purchased via and managed by the Supplier.

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update tasks**.
- The issue has been caused by **unsupported equipment, software or other services**.

This agreement does not apply in circumstances that could reasonably be said to be beyond the Supplier's control. For instance: floods, war, acts of god and so on.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times and will do its absolute best to assist the Client wherever possible.



RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the system used by the Client. The Service Level Agreement between the Supplier and the Client includes full details of these responsibilities.

Additionally, the Supplier will:

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares.
- Respond to support requests within the timescales listed below.
- Take steps to escalate and resolve issues in an appropriate, timely manner.
- Maintain good communication with the Client at all times.

Client Responsibilities

The Client will use the Supplier-provided system as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of the agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner.
- Provide the Supplier with access to equipment, software, and services for the purposes of maintenance, updates and fault prevention.
- Maintain good communication with the Supplier at all times.

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the customer directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.



While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – all users and critical functions affected. Item or service completely unavailable.
- **Severe:** Significant degradation – large number of users or critical functions affected.
- **Medium:** Limited degradation – limited number of users or functions affected. Business processes can continue.
- **Minor:** Small degradation – few users or one user affected. Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 **Access to Software.** UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVail™", "AVail Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customers and its affiliates' internal business purposes. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.



1.1.2 Operating Environment. Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change, or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminished the scope of the Service, in which event Customer shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. **Availability.** The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"

- (i) Scheduled network, hardware, or service maintenance.
- (ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login.
- (iii) A failure of the Internet and/or the public switched telephone network.
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

b. **Commitment.** Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro- rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's BodyWorn Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the multi-year service agreement, UA will furnish the following allotments and services during initial project launch.

a. **Retrofits of existing uniforms.** A quantity of five (5) standard uniform garments, per BodyWorn camera purchased, will be modified to BodyWorn ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. **Retrofits of Standard garment types.** Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:



- (i) Duty shirts (long or short sleeve)
- (ii) Soft outer carrier vest
- (iii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to BodyWorn ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts
- (ii) Commando style sweaters
- (iii) Tactical vest or outer plate carriers
- (iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small businesses in your respective area.

(i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.

(ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.

(iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.

e. As part of the offering with a multiyear service agreement, UA will provide a \$200 allotment towards any combination of new BodyWorn ready, standard uniforms, per body camera purchased.

1.2.1 Uniform Retrofit Pricing Schedule.

a. BodyWorn - standard garment retrofit service table (price includes shipping)

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Mount, BodyWorn Ready	\$13
Blauer 343, 343R	Traffic Safety Vest, BodyWorn Ready	\$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, BodyWorn Ready	\$23
Spiewak	Carrier Vest Mount, BodyWorn Ready	\$33
Elbeco SH3500	Soft Shell Jacket	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

b. BodyWorn - non-standard garment retrofit service table (price includes shipping). Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered, by UA's Uniform Coordinator. For additional questions, comments or concerns please e-mail uniforms@utility.com

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest – Velcro Closure	\$43
Tactical Vest – Center Zipper Closure	\$23
Tactical Vest – Horizontal Zipper with Mounting (Ex. Blackhawk Tactical Carrier)	\$43
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Quote Only
Patches	
Single	\$5
Pair	\$6
Name Tape – Includes Embroidery and Velcro	\$10

USE OF THE SERVICE

2.1 **Scope of Use.** Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby grants to Customer a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 **End User License Agreements.** The Licensed software may incorporate software under license from a third party. If the third party requires Customer's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Customer. In order to use the Service, Customer agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon installation or use of the Service. Customer's use of the Service subsequent to such notice(s) shall constitute Customer's acceptance of the EULA(s).

2.3 **Restrictions.** Customer and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 **Fees.** As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay Software as a Service annual usage fees ("Fees"). Customer shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Customer shall reimburse UA for the amount of any such Taxes. If Customer fails to pay any undisputed Fees within forty-five (45) calendar days of the date they are due, UA may bill Customer a 1.5%



fee per month and the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.

3.2 Time-and-Materials Service. If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that render prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Customer Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) terminate this Agreement and provide Customer, as Customer's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the



applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term "Confidential Information" means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Customer or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its customers, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Customer can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Customer, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Customer on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Customer without violating any of its obligations under this Agreement.

5.2 Non-Disclosure of Confidential Information. Customer shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Customer with the same degree of care as Customer uses for protection of its own confidential information, but no less than reasonable care. Customer may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Customer shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Customer shall certify in writing as to its compliance with the foregoing. Customer agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Customer shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any component thereof. Without limitation of the foregoing, Customer shall advise UA immediately in the event Customer learns or has reason to believe that any person has violated



or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Customer is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Customer shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Customer, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Customer: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Customer, its employees, or agents; (ii) to have been supplied to Customer after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. Notwithstanding the foregoing, UA may publish the fact of the existence of this Agreement and/or the business relationship created hereby and may include reference to it in its marketing collateral.

5.3 Non-Disclosure of Customer Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Customer, (b) any information that derives economic value from not being generally known to persons other than Customer and its employees, and (c) any information that is the subject of efforts by Customer that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Customer in oral, graphic, written, electronic or machine readable form ("Customer Confidential Information") and shall not disclose or use such Customer Confidential Information without the express written consent of Customer. Customer Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Customer Confidential Information only to those of its employees who have a need to know the Customer Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Customer, UA shall promptly, at the option of Customer, either return or destroy all (or, if Customer so requests, any part) of the Customer Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of Customer's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Customer in identifying and preventing any unauthorized access, use, copying or disclosure of the Customer Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Customer immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Customer, and UA will, at UA's expense, cooperate with Customer in seeking injunctive or other equitable relief in the name of UA or Customer against any such person. Customer Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Customer to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Customer is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.4 Passwords. Any and all logon identifiers and passwords provided hereunder are deemed Confidential Information of UA. Customer and Licensed Users are responsible for maintaining the confidentiality of such logon identifiers and passwords. Customer agrees to (a) notify UA of any unauthorized use of such logon identifiers or passwords or any other breach of security pertaining to the Service when it became known to the customer, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Customer's or any Licensed User's failure to comply with this Section 5.4.



5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 UA shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of UA, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by UA under this Contract; and (iii) use by UA of any intellectual property in connection with the Services (whether such intellectual property is owned by UA or a third party) or the incorporation by UA of intellectual property into the Services.

6.2 EXCEPT FOR BREACHES OF SECTIONS 2 OR 5, IN NO EVENT WILL: (I) EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL ANNUAL AMOUNT PAID BY CUSTOMER TO UA UNDER THIS AGREEMENT. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS DEEMED TO HAVE FAILED IN ITS ESSENTIAL PURPOSE.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Customer hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of Five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional One (1) year terms (the "Renewal Term") unless either party provides written notice of termination ninety (90) days prior to the expiration of the initial Term or then current Renewal Term. Either party may immediately terminate this Agreement in the event that:

(a) The other party breaches any material obligation, warranty, representation or covenant under this Agreement and does not remedy such failure within thirty (30) days after its receipt of written notice of such breach,

(b) The other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity, or

(c) Customer has not used the Service for a consecutive six (6) month period. In the event the Agreement is terminated under this provision, Customer is responsible for all Fees due through the next annual anniversary date of the Effective Date of the Agreement. If UA terminates the Agreement under this provision, Customer is entitled to thirty (30) more days of limited use of the Service for the sole purpose of permitting Customer to retrieve Customer Data. If timely payment of undisputed Fees is not received by its due date, UA reserves the right to either suspend or terminate Customer's or Licensed User's access to



the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Customer will be obligated to pay any and all Fees due hereunder up through the annual anniversary of the Effective Date of this Agreement or expiration and UA shall have no further obligations to Customer. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Mississippi. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Oktibbeha County, Mississippi.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Customer will not assign, sublicense, or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate.

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Customer's obligation to pay any of the Fees in accordance with Article 3 hereof.

9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all



previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed: Mark Ballard

Name: Mark Ballard

Title: Police Chief

Date: 3-3-2021

Signed on behalf of The Supplier:

Signed: Amanda A. Havice

Name: Amanda A. Havice

Title: CFO

Date: 3/4/2021



01-27-2021

Chief Mark Ballard
Starkville Police Department
101 East Lampkin Street
Starkville MS, 39759

Dear Chief Ballard:

Utility Inc. is honored that your Department has chosen our company to provide its Officers with the BodyWorn™ and Rocket IoT™ Vehicle Video & Communication Solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Departments and Agencies who have deployed Rocket IoT – the industry's smartest technology for first responders.

Please allow this letter to serve notice that Utility Inc. agrees to the following provisions as part of the Service Agreement between the Starkville Police Department and Utility, Inc.

1. **Agreement Duration:** This Professional Service Agreement will commence upon acceptance by signature and remain in effect for sixty (60) months.
2. **Price Proposal**
 - a. BodyWorn™ Camera and Vehicle Video & Communication Systems to Support a Total of 60 Officers and 40 Vehicles with CAD Integration and Activation.
 - b. Period of Agreement = 60 Months
 - c. Total System Price, Inclusive of all Hardware, Software Licenses, Data Storage/Retrieval, Warranty, Support, Initial Installation and Training for a period of Sixty (60) months for:
\$621,600.00
3. **Bill of Materials Included with the Offer:**

Every Officer (Qty. 60) will be equipped with the following:

- a. One (1) BodyWorn™ Camera and Mount
- b. One (1) Holster Activation Sensor
- c. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
- d. One (1) CAD Integration and Activation
- e. \$200 Uniform Allotment, Towards Any Combination of New BodyWorn Ready Uniforms, per BodyWorn Camera Purchased
- f. Five (5) Retrofits of Existing, Standard Uniform Garments, to BodyWorn Ready Status, per BodyWorn Camera Purchased – See Section 1.1.6 of the Service Level Agreement, for Additional Uniform Details
- g. AvailWeb Video Management Software and Mapping Interface License
- h. Unlimited Download & Storage – Based on Department's Retention Policy
- i. Smart Redaction Software License
- j. BodyWorn Hardware Refresh at 37th Month of Contract
- k. Installation and Training – Onsite and Online Training Included
- l. Full Warranty
- m. 24/7 Technical Support for the Life of the Contract (60 months)

Every Vehicle (Qty. 40) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front Facing and Rear Camera Vehicle Video Solution
- d. Setup of Rocket IoT Control Interface through Vehicle MDC
- e. Installation, Validation, and Configuration
- f. OBDII Vehicle Diagnostics Cable
- g. Full Warranty
- h. 24/7 Technical Support for the Life of the Contract (60 Months)

4. Installation Services: Outside the Scope of this Offer, any Additional Units will be Subject to the Following.

- a. Daily Rate Charges of \$1359/day are Applied at a Minimum of Two (2) Days for Installs of less than Ten (10) Vehicles, per Scheduled Visit

5. Payment Terms:

Year One:	Due Upon Signing of Agreement \$124,320.00
	Due Upon Delivery of Equipment \$ 124,320.00
	Due Upon Final Acceptance \$ 62,160.00
Year Two:	Due Upon Anniversary \$77,700.00
Year Three:	Due Upon Anniversary \$77,700.00
Year Four:	Due Upon Anniversary \$77,700.00
Year Five:	Due Upon Anniversary \$77,700.00

We are privileged to work with your Department on this project. Should you have any questions at any time please feel free to call or email me at 317-538-6232 or mwood@utility.com.

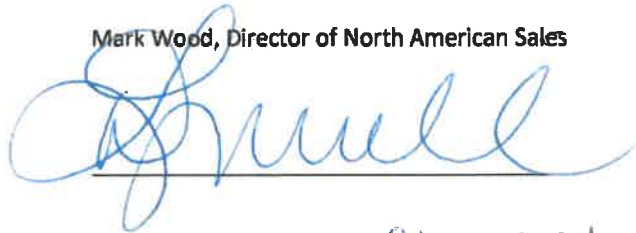
Respectfully,

Mark Wood, Director of North American Sales

Offer Acceptance by Authorized Official:

Title:

Date:



Mayer - City of Starkville

3-2-2021

cc. Michael Nark, Chief Executive Officer
Amanda Havice, Chief Financial Officer
Christopher Leroux, Business Manager

26. CONSIDERATION OF ABANDONMENT OF THE FUEL STORAGE TANKS BY PETROLEUM EQUIPMENT SERVICE WITH THE LOWER QUOTE OF \$46,010.80.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval of abandonment of the City fuel storage tanks by Petroleum Equipment Service with the lower quote of \$46,010.80” is enumerated, this consent item is thereby approved.

Two quotes received: Petroleum Equipment Service - \$ 46,010.80 and Spatco Energy - \$78,753.10

27. CONSIDERATION TO PROCEED AS AN EMERGENCY PURCHASE FOR THE 24-INCH SEWER MAIN FAILURE AT THE EARNEST E. JONES WASTEWATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED \$13,000.00, PER MISSISSIPPI CODE SECTION 31-7-13 (k) AND THAT AN EMERGENCY EXISTS SUCH THAT THE DELAY INCIDENT TO GIVING OPPORTUNITY FOR COMPETITIVE BIDDING WOULD BE DETRIMENTAL TO THE INTEREST OF THE GOVERNING AUTHORITY.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, and adopted by the Board to approve the March 2, 2021 Official Agenda, and to accept items for consent, whereby the “approval to proceed as an emergency purchase for the 24-inch sewer main failure at the Earnest E. Jones Wastewater Treatment plant in an amount not to exceed \$13,000.00, per Mississippi Code Section 31-7-13 (K) and that an emergency exists such that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the governing authority” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill noted the City Recycling program begins at 7:30 am March 8 with containers and drop off located at the City Sanitation Department. Mayor Spruill then announced the retirement of Calvin Ware, Sanitation and Environmental Services Director.

BOARD OF ALDERMEN COMMENTS:

All Aldermen expressed their well wishes to Mr. Ware and thanks for his dedication and hard work over the years.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the many hate groups that terrorized the Capitol on January 6 and hoped to never see something like that happen again.

PRESENTATION OF TVA STEM GRANTS

Utilities General Director Terry Kemp, TVA Customer Representative Josh Wooten and TVA Program Manager David Sparks presented awards to the following based on competitive applications:

Susie Wall, Starkville Academy
Josiah Lawrence, Armstrong Junior High School
Kimberly Vaughn, Overstreet Elementary

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

28. CONSIDERATION OF EXTENDING THE PROCLAMATION OF A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS FOR AN ADDITIONAL THIRTY (30) DAYS.

Alderman Carver, duly seconded by Alderman Little, offered a motion to extend the Proclamation of a Local Emergency Due to the Covid-19 for an additional thirty (30) days. 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.

29. CONSIDERATION TO RESCIND THE SEVENTH RESOLUTION OF THE CITY OF STARKVILLE REQUIRING MASKS AND TO APPLY THE GOVERNOR'S EXECUTIVE ORDER #1549 IN TOTAL.

Alderman Carver, duly seconded by Alderman Little, offered a motion to rescind the Seventh resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, declaring additional measures for the control of contagious and infectious diseases and for the protection of public health and welfare and for related purposes, and to instead adopt and apply the Governors' Executive Order #1549 in total.

The Board voted as follows:

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

Having not received a majority affirmative vote, the Mayor declared the motion failed.

30. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Carver, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of February 9, 2021 for fiscal year ending 9/30/21, 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	\$ 211,618.44
Restricted Police Fund	002	2,560.00
Airport Fund	015	17,402.94
Sanitation	022	15,002.72
Industrial Park Bond	303	20,970.63
Park Bond - 2020	380	256,153.81
Trust and Agency	610	12,371.84
Econ Dev, Tourism, Conv	630	80,241.58
Sub Total Before Utilities		\$ 616,321.96
Utilities Dept.	SED	797,455.16
Total Claims	Total	\$1,413,777.12

31. MOTION TO RECESS UNTIL MARCH 16, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Sistrunk, for the Board of Aldermen to recess the meeting until March 16, 2021 @ 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.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)