MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
May 4, 2021

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on May 4, 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, Jason Walker, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Clerk / CFO Lesa Hardin. City Attorney Chris Latimer attended telephonically.

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:

After noting item XI. B. 2. Final Plat 21-04, should be removed from consent due to a required public hearing, 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 Walker offered a motion, duly seconded by Alderman Beatty, to approve the May 4, 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: Absent
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, MAY 4, 2021 5:30 P.M., COURT ROOM, CITY HALL 110 WEST MAIN STREET

I. <u>CALL THE MEETING TO ORDER</u>

II. <u>PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE</u>

III. <u>APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS</u>

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE APRIL 6, 2021 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE APRIL 16, 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. PUBLIC APPEARANCES

STARKVILLE MISS HOSPITALITY – MISS CLAIRE FARMER

VIII. PUBLIC HEARING

PUBLIC HEARING AND CONSIDERATION OF VA 21-03: A REQUEST FOR A VARIANCE FROM THE MINIMUM LOT SIZE AND MINIMUM LOT WIDTH FOR TWO PROPOSED LOTS. THE SUBJECT PROPERTIES ARE LOCATED AT 1425 GRETA LANE IN AN O (OPTIONAL) ZONING DISTRICT WITH PARCEL NUMBER 103P-08-012.00.

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 OF THE APPROVAL OF THE CONTRACT WITH SPORTS FACILITY MANAGEMENT FOR THE MANAGEMENT AND OPERATION OF CORNERSTONE PARK FOR SPORTS TOURISM AND RECREATIONAL ACTIVITIES.

C. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO ADOPT AN ORDINANCE ESTABLISHING A JUVENILE CURFEW AND TRUANCY LAW.

D. REQUEST AUTHORIZATION TO HIRE ELIZABETH LEIGH-ANN SALLIS AS MUNICIPAL COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF COA 21-04: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR A PRIVACY FENCE AT 304 GREENSBORO STREET.

2. CONSIDERATION OF FP 21-04: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING ONE PARCEL INTO THREE. THE SUBJECT PROPERTIES ARE LOCATED AT 1425 GRETA LANE IN AN OPTIONAL ZONING DISTRICT WITH THE PARCEL NUMBER 103P-08-012.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTANCE THE LOW QUOTE OF $15,970.00 SUBMITTED BY LEES PRECAST FOR PRE-CAST INLET TOPS FOR INLET REPLACEMENTS LOCATED ON ROOSEVELT TAYLOR, HARLEM AND LONG STREETS.

2. CONSIDERATION OF DECLARING 2004 INTERNATIONAL HOT PATCH TRUCK (VIN: 1HTMMAANX5H118753) AS SURPLUS AND AUCTION ON GOVDEALS.

3. CONSIDERATION OF DECLARING THE PRE-CAST CONCRETE BRIDGE SLABS ASSOCIATED WITH THE BRIDGE ON OLD WEST POINT ROAD AS SURPLUS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 27, 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.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. CONSIDERATION TO HIRE BO SHELTON AS A RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE TYCORRESS JONES AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

3. CONSIDERATION TO APPROVE A TEMPORARY 10 % PAY INCREASE FOR CHRISTOPHER SMILEY WHILE INTERIM DIRECTOR IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE COURTNEY WALKER AS A PAYROLL/EMPLOYEE RESOURCE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE BEN STAMPS AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY
THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO ENTER INTO USAGE AGREEMENTS WITH THE FOLLOWING: STARKVILLE COWBOYS BY RODNEY JOHNSON FROM 19 MAY 2021 THROUGH 4 NOVEMBER 2021 IN THE AMOUNT OF $2287, SRI LANKAN ASSOCIATION ON 15 MAY 2021 AT CARLISLE FIELD FROM 9 A.M. TO 4 P.M. IN THE AMOUNT OF $175, ERIC HALLBERG STARTING ON 19 MAY THROUGH 23 JUNE AT THE SECURITY SOLUTION FIELD IN THE AMOUNT OF $450.

2. CONSIDERATION FOR CHANGE ORDER #3 WITH T & M STEEL ERECTORS, INC. TO INSTALL GEOGRID AND 6" OF LIMESTONE FOR THE CORNERSTONE CONSTRUCTION AT A PRICE OF $49,719.

3. CONSIDERATION TO ENTER INTO A USAGE AGREEMENT FOR MAXSOUTH BROADBAND FOR A TELEPHONE AND WIFI AT A MONTHLY COST OF $79.98 FOR 36 MONTHS.

II. POLICE DEPARTMENT

1. POLICE

a. CONSIDERATION OF THE TRANSFER OF AXIS CAMERA S/N: B8A44F245C2E FROM SANITATION TO THE POLICE DEPARTMENT INVENTORY.

2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

III. SANITATION DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE SOLE REVERSE AUCTION BID FROM TEREX UTILITIES FOR A 6 X 4 TANDEM AXLE TRUCK WITH EIGHTY (80) FOOT HYDRAULIC DERRICK (EQUIPMENT ONLY) AS A REPLACEMENT FOR THE EXISTING DIGGER/DERRICK TRUCK #46 IN THE AMOUNT OF $457,500.00.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- Personnel

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 18, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Consent items 2 – 21:

2. CONSIDERATION OF THE MINUTES OF THE APRIL 6, 2021 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the April 6, 2021 meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE APRIL 16, 2021 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the April 16, 2021 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of extending the Proclamation of a Local Emergency due to the Covid-19 Virus for an additional thirty (30) days" is enumerated, this consent item is thereby approved.

PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY
City of Starkville, Oktibbeha County, Mississippi

WHEREAS, The City of Starkville Mayor and Board of Aldermen did find that conditions of extreme peril to the safety of persons and property arose within the City of Starkville, caused by Infectious Disease Pandemic COVID-19 commencing on March 17, 2020 and

WHEREAS, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID19 beginning on January 27, 2020, on March 11, 2020, the World Health Organization (WHO) publicly characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the continuation of the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency continues to exist throughout the City of Starkville and Oktibbeha County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by Mayor and Board of Aldermen of the City of Starkville, Oktibbeha County, State of Mississippi.

IT IS FURTHER PROCLAIMED AND ORDERED that all City of Starkville agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the Oktibbeha County Comprehensive Emergency Management Plan.

DATE: May 4, 2021

Mayor, D. Lynn Spruill

ATTEST:

City Clerk, Lesa Hardin

5. CONSIDERATION OF THE APPROVAL OF THE CONTRACT WITH SPORTS FACILITY MANAGEMENT FOR THE MANAGEMENT AND OPERATION OF CORNERSTONE PARK FOR SPORTS TOURISM AND RECREATIONAL ACTIVITIES.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the contract with Sports Facility Management for the management and operation of Cornerstone Park for sports tourism and community recreational activities" is enumerated, this consent item is thereby approved. Contract follows this page.

6. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS TO ADOPT AN ORDINANCE ESTABLISHING A JUVENILE CURFEW AND TRUANCY LAW.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of calling for two public hearings on establishing a juvenile curfew and truancy ordinance" is enumerated, this consent item is thereby approved.

7. CONSIDERATION TO HIRE ELIZABETH LEIGH-ANN SALLIS AS MUNICIPAL COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval to hire Elizabeth Leigh-Ann Sallis as Municipal Court Clerk in the Municipal Court Department" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF COA 21-04: A REQUEST FOR A CERTIFICATE OF APPROPRIATENESS FOR A PRIVACY FENCE AT 304 GREENSBORO STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of COA 21-04: a request for a Certificate of Appropriateness for a fence at 304 Greensboro Street" is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF ACCEPTANCE OF THE LOW QUOTE OF $15,970.00 SUBMITTED BY LEES PRECAST FOR PRE-CAST INLET TOPS FOR INLET REPLACEMENTS LOCATED ON ROOSEVELT TAYLOR, HARLEM AND LONG STREETS.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the low quote of $15,970.00 submitted by Lees precast for pre-cast inlet tops for inlet replacements on Roosevelt Taylor, Harlem and Long Streets" is enumerated, this consent item is thereby approved.

2 quotes received on the materials: Lees Precast - $15,970.00 and Dunn Utility Products - $17,610.00

10. CONSIDERATION OF DECLARING 2004 INTERNATIONAL HOT PATCH TRUCK (VIN: 1HTMMAANX5H118753) AS SURPLUS AND AUCTION ON GOVDEALS.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of declaring 2004 International Hot Patch truck (VIN: 1HTMMAANX5H118753) as surplus and auction on Govdeals" is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF DECLARING THE PRE-CAST CONCRETE BRIDGE SLABS ASSOCIATED WITH THE BRIDGE ON OLD WEST POINT ROAD AS SURPLUS.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of declaring the pre-cast concrete bridge slabs associated with the bridge on Old West Point Road as surplus" is enumerated, this consent item is thereby approved.

FACILITY MANAGEMENT AGREEMENT

between

CITY OF STARKVILLE

and

SPORTS FACILITIES MANAGEMENT, LLC

Dated: May 4, 2021

FACILITY MANAGEMENT AGREEMENT

THIS FACILITY MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this 4th day of May, 2021 (the "Effective Date"), by and between the City of Starkville, a Mississippi municipality, (the "Owner") and Sports Facilities Management, LLC, a Florida limited liability company (the "Manager").

RECITALS

WHEREAS, Owner owns the infrastructure, buildings, parking, lighting, sports playing surfaces, sports equipment, and all other hard assets associated with the athletic complex as the same exist now or may exist in the future including improvements related thereto specifically located in Starkville, Mississippi on Highway 25 South and known as Cornerstone Park or any other name that may be identified in the future ("Facility");

WHEREAS, Manager has expertise in providing management services for athletic complex facilities throughout the United States;

WHEREAS, Owner and Manager desire for Sports Facilities Management, LLC to open, operate, and manage the Facility subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Manager agree as follows:

ARTICLE 1
DEFINITIONS

1.1. **Definitions**. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: The "Agreement" shall mean this Management Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement), as amended, supplemented or restated from time to time.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than Five Thousand Dollars ($5,000) and the depreciable life of the applicable item is, according to generally accepted accounting principles, in excess of five (5) years.

Commencement Date: shall have the meaning given to such term in Section 4.1 below.

Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale and memorial gifts at or with respect to the Facilities.

Early Termination Fee: The term "Early Termination Fee" shall have the meaning ascribed to such term in Section 4.3(a) of this Agreement.

Effective Date: "Effective Date" shall have the meaning ascribed to such term in the preamble of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date.

Facility: The "Facility" shall have the meaning ascribed to such term in the Recitals to this Agreement.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facilities.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facilities.

Laws: Means all applicable laws, statutes, rules, regulations and ordinances.

Management-Level Employees: The General Manager, Marketing Manager, Operations Manager, Membership Manager, Finance Manager, and Sports Programming Manager.

Manager: The term "Manager" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Operating Account: A separate interest-bearing account in the name of the Owner at a licensed bank, to be designated by the Owner, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line item budget for the Facility that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, including but not limited to the following:

(i) employee payroll, bonuses and benefits (including payments to any national benefit system, relocation costs, termination costs (including severance costs and payments in lieu of termination), and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, general liability, professional liability and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties *(e.g.* commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of Owner; (xxvii) loss, costs, damage, liability and any other obligations arising under or incurred under Service Contracts and other agreements relating to Facility operations, and (xxviii) Taxes. The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures or any Incentive Fees (all of which shall be the responsibility of the Owner).

Operating Year: Each twelve (12) month period during the Term, commencing on October 1 and ending on September 30, provided that the first Operating Year shall be a shortened year commencing on the Commencement Date and ending on September 30th, of that year and the last Operating Year shall be a full year, ending on September 30.

Operations Manual: The document has been developed by Manager, which shall contain terms regarding the management and operation of the Facility including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both the Owner and the Manager.

Owner: The term "Owner" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Payroll Account: A separate account in the name of Manager at a licensed bank through which all Facility staff and other personnel employed by Manager (including related payroll taxes), or engaged by Manager as an independent contractor, are paid.

Pre-Opening: Time period prior to the Grand Opening and beginning of events, programs and activities operations, and during which the facility is being constructed and the business development, operational preparations, and organizational development is taking place.

Recruitment Fee: The term "Recruitment Fee" shall have the meaning ascribed to such term in Section 6.4 of this Agreement.

Regulatory Approvals: All applicable governmental or regulatory approvals, authorizations, consents, licenses or permits.

Revenue: All revenues generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for consulting services, ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facility.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the Owner at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

ARTICLE 2
SCOPE OF SERVICES

2.1 **Engagement.**

(a) Owner hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facility, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described herein and in Exhibits A and B attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

2.2 **Limitations on Manager's Duties.** Manager's obligations under this Agreement are contingent upon and subject to the Owner making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement in the event Manager does not perform any of its obligations hereunder due to failure by the Owner to timely provide such funds.

ARTICLE 3
COMPENSATION

3.1 **Management Fees.** In consideration of Manager's performance of its services hereunder, Owner shall pay Manager those payments as further set forth in Exhibit B attached hereto.

ARTICLE 4
TERM; TERMINATION

4.1 **Term.** The term of this Agreement (the "Term") shall begin on the Effective Date and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on September 30, 2025 at which time this Agreement shall automatically renew for up to three (3) additional periods of three (3) years (each a "Renewal Term") unless either party provides the other party with at least one hundred and eighty (180) days notice before the expiration of any Term or Renewal Term of its intention not to renew. Upon any renewal of this Agreement as provided herein, the Term shall be extended to include any such Renewal Term(s).

Notwithstanding anything to the contrary herein, Owner's engagement of Manager as provided herein and Manager's acceptance of such engagement are each expressly subject to and conditioned upon Manager's presentation of a draft Pro Forma, and Owner's approval of the draft Pro Forma, within sixty (60) days pf the execution of this Agreement. If Owner does not approve Manager's draft budget, this Agreement shall be null and void and Manager shall retain the Fifty Thousand Dollars ($50,000) paid to it, as full compensation for its consulting services in preparing the draft Pro Forma budget.

4.2 **Early Termination.** This Agreement may be terminated by Owner or Manager, with or without cause, at any time by providing the other party with written notice on or before the date such terminating party wishes to terminate this Agreement (the "Termination Date").

(a) For Owner's Convenience: Owner shall have the right to terminate this Agreement for any reason or no reason subject to section 4.3 below.

(b) For Manager's Convenience: Manager shall have the right to terminate this Agreement for any reason or no reason upon twelve (12) months' notice to Owner.

(c) For Cause by Owner: Owner shall have the right to terminate this Agreement for Cause at any time. Upon termination by Owner for cause, Manager shall promptly vacate the Facility and no Early Termination Fee or other compensation, damages or lost profits related to early termination shall be due or payable to Manager. Cause for termination shall include, but not be limited to, Manager's failure to cure the breach of any material provision in this Agreement within twenty (20) days after receipt of written notice to cure from Owner detailing that breach; except that in the event that a cure is not objectively possible within twenty (20) days after that notice, Owner shall not be entitled to terminate for cause where Manager shall commence to cure the noticed breach as fully as possible within that twenty (20) day period and thereafter diligently and continuously pursue that cure to a successful completion within sixty (60) days after that notice.

(d) For Cause by Manager: Manager shall have the right to terminate this Agreement for Cause at any time. Upon termination for cause by Manager shall be contingent upon Manager promptly vacating the Facility and taking nothing of value from Owner without owner's written permission. Manager expressly waives any possessory lien rights or right of set-off it might have against any of Owner's property or assets. Cause for termination shall include, but not be limited to, Owner's (i) repeated failure to timely pay into the Operating Account budgeted Owner contributions; (ii) Owner's failure to cure the breach of any material provision in this Agreement within twenty (20) days after receipt of written notice to cure from Manager detailing that breach; except that in the event that a cure is not objectively possible within twenty (20) days after that notice, Manager shall not be entitled to terminate for cause where Owner shall commence to cure the noticed breach as fully as possible within that twenty (20) day period and thereafter diligently and continuously pursue that cure to a successful completion within sixty (60) days after that notice.

4.3 **Effect of Early Termination.**

(a) Upon termination by the Owner for any reason other than for "cause" due to Manager's breach of any material provision herein, without cure by Manager following written notice from Owner detailing such breach of this Agreement, Owner shall pay to Manager a termination fee (the "Early Termination Fee") on the Termination Date that is equal to (a) the greater of: (i) the trailing six (6) months' fees due to Manager hereunder or (ii) six (6) times the average monthly payment due to Manager during the Term; plus (b) any bonus or incentive payments that the Manager has earned through the Termination Date; plus (c) six (6) months' salary for all full- time employees of Manager that have been employed pursuant to the terms of this Agreement; plus (d) any severance payments and/or relocation expenses which are incurred by Manager related to the Manager's terminating or relocating full-time employees that have been assigned to the Facility. In the Event that Owner terminates this Agreement, Owner shall have the right to request that Manager vacate the property and cease all management activities related to the Facility, in which case Owner shall pay Manager the Termination Fee as set forth above.

(b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) the Owner shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) Manager shall make available to the Owner all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or Owner, the Owner shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facility agreements entered into by Manager in furtherance of its duties hereunder. Notwithstanding the foregoing, Manager is under no duty to provide certain proprietary confidential materials or intellectual property to the Owner, including but not limited to Manager's national benchmarking formulas, national key performance indicators reports, system-wide employee manuals, system-wide employee training materials, its employee performance evaluations, its proprietary financial forecasting formulas, Manager's internal databases or contact lists, Manager's operations manuals, and/or other intellectual property developed by and maintained by the Manager and which it may use in its regular course of business to provide services to clients similar to Owner, excluding, however, anything specific to, or customized for, Owner's facility. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5
OWNERSHIP; USE OF THE FACILITY

5.1 **Ownership of Facility, Data, Equipment and Materials.** The Owner will at all times retain ownership of the Facilities, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facility. Any data, equipment or materials furnished by Owner to Manager or acquired by Manager as an Operating Expense shall remain the property of Owner and shall be returned to Owner when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, Owner shall not have the right to use any third-party software (for example Manager's Microsoft software licenses) licensed by Manager for general use by Manager at the Facility and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facility as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof. Furthermore, Owner recognizes that the Operations Manual to be developed and used by Manager hereunder is proprietary to Manager and shall belong to Manager at the end of the Term; Owner shall not use or maintain copies thereof upon the end of the Term.

5.2 **Right of Use by Manager.** The Owner hereby gives Manager the right and license to use the Facility for the Term, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. Owner shall make available to Manager, at no cost, parking spaces adjacent to the Facility for all of Manager's full-time employees and for the Facility's event staff.

5.3 **Right of Use of Staff by Manager.** Manager shall have the right to utilize its employees as needed to support manager's organization as a whole, including but not limited to travel for training and temporary staffing coverage. Manager shall have the right to utilize the Facility to host events for its employees from time to time for the purpose of learning and development, at no cost to the operational budget other than that incurred by the staff who are regularly stationed at the Facility.

5.4 **Observance of Agreements.** The Owner agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the Owner is bound in connection with its ownership of the Facility.

ARTICLE 6
PERSONNEL

6.1 **Generally.** All Facility staff and other personnel shall be engaged or hired by Manager in its sole discretion, except that Owner shall preapprove the employment of Management-Level Employees (as defined in Section 1.1 here), and shall be employees, agents or independent contractors of Manager, and not of the Owner. Manager shall select employees, in its sole discretion but subject to Owner's right to approve the Operating Budget. The Operating Budget shall define the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. Owner specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual and any Facility-specific employee manual supplement shall be provided to Owner.

6.2 **General Manager and Management-Level Employees.** Personnel engaged by Manager will include a full-time on-site General Manager and other Management-Level Employees. Hiring of the General Manager by Manager require the prior approval of the Owner, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the Owner, temporarily fill such position with an interim General Manager for up to one hundred eighty (180) days without the necessity of obtaining the Owner's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

6.3 **Work Environment**. Employees will be required to work to the standards outlined in the most current version of Manager's employee handbook. Owner shall not require employees of Manager to vary from those employment standards either directly, or indirectly through impacting decisions, including but not limited to not funding the correct staffing level, not providing safe work tools and a safe work environment, or an environment inconsistent with Manager's values.

6.4 **Post-Termination Employment.** In the event of termination, or in any case where Owner, and/or its affiliated agencies or entities, expresses an interest in hiring Manager's management-level employee(s), Manager shall reserve the right to agree or deny such a request. In the event that Manager elects to permit Owner to hire Manager's management-level employee(s), Owner shall provide the Manager with a one-time fee (the "Recruitment Fee") equal to six (6) months' gross salary and benefits. In any of these events described, the Manager's employee would not retain the Manager's intellectual material in any future employment.

ARTICLE 7
PROCEDURE FOR HANDLING INCOME

7.1 **Operating Account.** Except as otherwise agreed to by the parties in writing all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of a Owner employee or representative. The Owner will have access and visibility to all accounts owned by the Facility.

ARTICLE 8
FUNDING

8.1 **Source of Funding.** Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facility from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility (as described in Article 7 above), or otherwise made available by the Owner. To ensure sufficient funds are available in the Operating Account, Owner will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the month beginning on the Effective Date. The Owner shall thereafter, on or before the first (1^{st}) day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month.

8.2 **Advancement of Funds.** Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, Owner shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at a rate to be mutually agreed upon. Owner will also fund an amount to be included in the budget that will be accounted for as Owner's asset to be used as operating funds and working capital. The "working capital" will be the baseline account balance for the Operating Account and Owner will contribute funds as needed to maintain that minimum of amount in the Operating Account.

ARTICLE 9
FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

9.1 **Existing Contracts.** The Owner shall provide to Manager, on or before the Effective Date, full and complete copies of all Existing Contracts. Manager shall administer and use reasonable commercial efforts to assure compliance with such Existing Contracts to the extent provided to Manager.

9.2 **Execution of Contracts.** Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts for sums less than Five Thousand Dollars ($5,000.00) related to the operation of the Facility, as agent on behalf of the Owner. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties. Service Contracts, Revenue Generating Contracts and other contracts in amounts of Five-Thousand Dollars ($5,000.00) or greater entered into by Manager shall require written approval of Owner.

9.3 **Transactions with Affiliates.** In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services and Commercial Rights sales), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, if requested by Owner, provide reasonable evidence establishing the competitive nature of such prices and services, including if appropriate, competitive bids from other persons seeking to render such services at the Facility.

ARTICLE 10
AGREEMENT MONITORING AND GENERAL MANAGER

10.1 **Contract Administrator.** Each party shall appoint a contract administrator who shall monitor such party 's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facility, unless Manager notifies Owner of a substitute contract administrator in writing. Owner shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or Owner participation or approval shall mean the participation or approval of such party 's contract administrator.

ARTICLE 11
INSURANCE

11.1 **Types of Coverage; Certificates of Insurance**. Manager and Owner agree to obtain insurance coverage in the following manner and amount. Owner and Manager shall within 30 days after the Effective Date furnish to the other party certificates of all of the insurance as well as certificates of renewal no later than ten (10) days prior to the expiration of each policy. Such insurance policies (as reflected by current certificates) held by Manager shall provide that the Additional Insureds are listed as additionally named insureds on the policies. Manager will provide reasonable notice to Owner upon receipt of any intention by Insurer to cancel, not renew or make any adverse change in coverage. All certificates, cancellation, nonrenewal or adverse change notices shall be mailed to the respective addresses listed in the definition of Additional Insured, or at such other address as an Additional Insured shall give Manager written notice. New Certificates of Insurance are to be provided to the Additional Insureds at least 15 days after coverage renewals. If requested by the Owner, Manager shall furnish complete copies of insurance policies, forms and endorsements.

11.2 **Owner's Policies**. Owner shall be responsible for obtaining and administering insurance in connection with the Facility as follows:

(a) Property Insurance. Owner shall also procure and maintain fire and extended coverage casualty insurance, and (if appropriate) flood insurance, regarding the Facility in amounts and with companies acceptable to Owner in its sole discretion.

(b) Commercial General Liability. Owner shall procure and maintain, at the Owner's sole expense, a Commercial General Liability policy consistent with the minimum policy limits required by the Mississippi Torts Claims Act. All such insurance shall be on an "occurrence" basis.

11.2 **Manager's Policies**. Manager shall be responsible for obtaining and administering insurance in connection with the Facility as follows:

(a) General Liability. Manager shall procure and maintain as a Facility Operating Expense a general liability policy (including contractual liability insurance, including an umbrella policy, and including hired, non-owned auto coverage, and abuse and molestation coverage) which insures Manager and which includes Owner as an additional named insured with waiver of subrogation in favor of Owner, with a general liability policy (including contractual liability insurance) with a combined single limit of $1,000,000 per occurrence and a general annual aggregate limit of $3,000,000. All such insurance shall be on an occurrence basis.

(b) Professional Liability. Manager shall procure and maintain, as a Facility Operating Expense, a professional liability policy,

(c) Workers Compensation. Manager shall procure and maintain as a Facility Operating Expense worker's compensation insurance required under applicable Mississippi state law.

ARTICLE 12
COVENANTS AND REPRESENTATIONS

12.1 **Owner's Covenants and Representations.** Owner makes the following covenants and representations to Manager, which covenants, and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) Owner's Status. Owner is a municipality duly organized, validly existing, and in good standing under the laws of the state of Mississippi with full power and authority to enter into this Agreement and execute all documents required hereunder.

(b) Authorization. The making, execution, delivery, and performance of this Agreement by Owner has been duly authorized and approved by requisite action and this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms and applicable laws.

(c) Effect of Agreement. To Owner's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Owner nor Owner's performance of any obligation hereunder: (i) will constitute a violation of any law, ruling, regulation, or order to which Owner is subject; or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document (A) to which Owner is a party or is otherwise bound, or (B) to which the Facility or any part thereof is subject.

(d) Ownership Rights. Owner shall obtain and retain the property interests in the Facility necessary to enable Manager to perform its duties pursuant to this Agreement peaceably and quietly. Owner represents and warrants that Manager's performance of the services required by this Agreement shall not violate the property rights or interests of any other Person.

(e) Documentation. If necessary to carry out the intent of this Agreement, Owner agrees to execute and provide to Manager, on or after the Effective Date, any and all other instruments, documents, conveyances, assignments, and agreements which Manager may reasonably request in connection with the operation of the Facility.

12.2 **Manager's Covenants and Representations.** Manager makes the following covenants and representations to Owner, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) Corporate Status. Manager is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida and authorized to transact business throughout the United States with full corporate power to enter into this Agreement and execute all documents required hereunder.

(b) Authorization. The making, execution, delivery, and performance of this Agreement by Manager has been duly authorized and approved by all requisite action of the board of directors of Manager, and this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms and applicable laws.

(c) Effect of Agreement. To Manager's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Manager nor Manager's performance of any obligation hereunder (i) will constitute a violation of any law, ruling, regulation, or order to which Manager is subject; or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which Manager is a party or is otherwise bound.

12.3 **Indemnification.**

(a) Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless the Owner and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by those parties, arising out of or in connection with any (i) negligent act or omission, Gross negligence or willful misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement; or (ii) breach by Manager of any of its representations, covenants or agreements made herein.

(b) Indemnification by Owner. Although Owner does not agree to indemnify Manager or hold it harmless ,it agrees that it will be solely responsible for any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") relating to the Facility that arise out of, or in connection with, the solely negligent act or omission, or willful misconduct, on the part of Owner or any of its employees or agents in the performance of its obligations under this Agreement; or (ii) breach by Owner of any of its representations, covenants or agreements made herein.

(c) Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Section, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other party 's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's sole expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly (and in no event more than ten (10) days after any third-party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

(d) Survival. The obligations of the parties contained in this Section shall survive the termination or expiration of this Agreement.

ARTICLE 13
MISCELLANEOUS

13.1 **Relationship.** Manager and Owner shall **not** be construed as joint venturers or general partners of each other, and neither shall have the power to bind or obligate the other party except as set forth in this Agreement. Manager understands and agrees that the relationship to Owner is that of independent contractor, and that it will not represent to anyone that its relationship to Owner is other than that of independent contractor. Nothing herein shall deprive or otherwise affect the right of either party to own, invest in, manage or operate property, or to conduct business activities, which are competitive with the business of the Facility. Manager covenants and agrees that even though it may have a management responsibility for other similar properties, which from "time to time" may be competitive with the Facility, Manager shall always represent the Facility fairly and deal with Owner on an equitable basis.

Manager has the right to display its brand and marks in the Facility and on the Facility's marketing materials in a manner that does not exceed 10% of the overall impression of the Facility's own brand. Manager has the right to use and store the database and contact information of the customers of the Facility. Manager will provide from time to time images and other marketing material that it owns and holds the license to for use by the Facility. Owner agrees not to use those images and that material in any manner outside of the operation of the Facility while Manager is engaged to operate it. Manager has the right to use images and marks from the Facility for its own marketing and promotions material during the term, and any renewal term of this Agreement, and up to five (5) years following the termination of this Agreement without restriction. Any such use after the aforementioned time periods shall require written approval by Owner.

13.2 **Representations**. Owner represents and warrants: (i) that Owner has full power and authority to enter this Agreement; (ii) that to the best of Owner's knowledge, the property on which the Facility is located is zoned for the intended use; (iii) that all permits for the operation of the Facility have or will be secured and are or will be current; (iv) that the Facility and its operation do not violate any applicable statues, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances); and (v) that no unsafe condition exists.

13.3 **Assignment**. This Agreement shall not be assigned by either party without the express written consent of the non-assigning party. Any such assignment made without proper consent shall be deemed void.

13.4 **Benefits and Obligations**. The covenants and agreements herein contained shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, executors, successors, and assigns.

13.5 **Legal Advice and Other Professional Services**. Owner acknowledges that Manager does not provide legal services, financial advice, tax and audit advice, code compliance and engineering device or other licensed or regulated professional services that Owner may need regarding compliance with any law affecting the Facility or any activities related to it. Owner and Manager agree that any professionals needed to provide such services for the Facility will be engaged directly by Owner.

13.6 **Building Compliance**. Manager does not assume and is given no responsibility for compliance of the Facility or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly, or forward to Owner promptly, any complaints, warnings, notices, or summonses received by Manager relating to such matters. Owner represents that to the best of Owner's knowledge, the Facility and all such equipment contained therein comply with all such requirements, and Owner authorized Manager to disclose the ownership of the Facility to any such officials.

13.7 **Notices.** All notices provided for in this Agreement shall be in writing and served by registered or certified mail, return receipt requested, postage prepaid, at the following addresses until such time as written notice of a change of address is given to the other party:

If to Owner:	City of Starkville Attn: Mayor Lynn Spruill 110 W Main Street Starkville, MS 39759 With a copy to: Christopher J. Latimer Mitchell, McNutt & Sams P. O. Box 947 Oxford, MS 38655 clatimer@mitchellmcnutt.com
If to Manager:	Sports Facilities Management, LLC Attention: Jason Clement, Manager 600 Cleveland Street, Suite 910 Clearwater, FL 33755 Email: jclement@sportadvisory.com
with a copy to:	Bruce Rector General Counsel Sports Facilities Management, LLC 600 Cleveland Street, Suite 910 Clearwater, FL 33755 Email: brector@sportadvisory.com

13.8 **Interest on Unpaid Sums.** Any sums due Manager under any provision of this Agreement, and not paid by Owner within forty-five (45) days after such sums have become due, shall bear interest at the rate of 12 percent (1.0%) per month.

13.9 **Owner Responsible for Payments.** Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Manager under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills, provided that such obligation has been approved by Owner as set forth in Section 6.1.

13.10 **Headlines.** All headings and subheadings employed within this Agreement and in the accompanying schedules and exhibits are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

13.11 **Force Majeure**. Any delays in the performance of any obligation of Manager under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Manager and any time periods required for performance shall be extended accordingly.

13.12 **Entire Agreement**. This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Manager with respect to the management and operation of the Facility and supersedes and replaces any and all previous management agreements entered into or/and negotiated between Owner and Manager relating to the Facility covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Manager. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Manager in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

13.13 **Rights Cumulative; No Waiver**. No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy shall not be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from "time to time" and as often as may be deemed expedient by those parties.

13.16 **Applicable Law**. The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Mississippi. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Mississippi in Oktibbeha County or the United States District Court, for the Northern District of Mississippi, Aberdeen Division. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

13.17 **Acknowledgement**. The parties hereto acknowledge that they have been provided with a copy of this Agreement for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Agreement reviewed by their attorney prior to signing it, and that they understand the purposes and effect of this Agreement.

13.18 **Severability**. If any provision or provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such provision or provisions had not been included.

13.19 **Intellectual Property**. Owner acknowledges that Manager has certain intellectual property, trade secrets and proprietary business techniques ("Intellectual Property ") that it will use on behalf of Owner to meet its obligations under this Agreement. Owner acknowledges that it obtains no ownership rights whatsoever in the Intellectual Property and, upon termination of this Agreement, Manager shall retain all rights to the Intellectual Property and remove such Intellectual Property from the Facility and its operations. For purposes of this Agreement, the term Intellectual Property shall include, without limitation, analytical tools and documented procedures for forecasting, performance tracking, operational and marketing systems that are unique to Manager's approach, staff training programs, program curriculum and agendas, rights to certain discounts or programs that Manager has negotiated for Manager-operated facilities, and other intellectual property which Manager has previously introduced to the Facility and of which Manager is an author. Notwithstanding anything in this paragraph, Manager shall have no right to monetize for its own benefit any Owner or Facility data without the express written consent of Owner.

[SIGNATURE PAGE TO FOLLOW]

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

Attest:

____

Print Name:

OWNER:
CITY OF STARKVILLE
a Mississippi municipality

BY: ________________________

Its Mayor

MANAGER:

Attest:

____

Print Name:

SPORTS FACILITIES MANAGEMENT, LLC
a Florida limited liability company

BY: ________________________

Its Manager

EXHIBIT A

MANAGEMENT SERVICES

During the Term, Manager will be responsible for all aspects of oversight for the staffing, marketing, maintenance, event management, sponsorship and advertising sales, and day-to-day operations of the Owner's Facility.

1. Staffing. Manager shall provide a full-time on-site General Manager and other employees as required to meet the operational needs of the Facility, within the budgeted percentage of labor.

2. **Annual Business Plan**. Manager will produce an Annual Business Plan two months prior to the beginning of any Operating Year in the Term, Manager shall update the Business Plan and submit the revised Business Plan to Owner for its review and approval. Owner shall give its comments and/or approval of the updated Business Plan within sixty (60) days after receiving the Business Plan from the Manager. In the event of disapproval of the Business Plan, the Manager shall use commercially reasonable efforts to operate the facility pursuant to the general terms of this Agreement and the prior Business Plan then in effect, until such time as the revisions to the Business Plan are agreed upon. In the event of disapproval of the Budgets, the Manager shall continue operating the facility pursuant to the Budgets then in effect, subject to increases in Operating Expenses required due to (i) increases in Gross Receipts; or (ii) other matters beyond the control of the Manager, until such time as Owner and the Manager agree upon the appropriate replacement Budgets. However, in the event Owner disapproves of a Business Plan, revised Business Plan/Budget hereunder, and Manager and Owner fail to reach an agreement on a new Business Plan, revised Business Plan or Budget within ninety (90) days of such disapproval, either party may terminate this agreement by providing the other party with written notice sixty (60) days prior to the date such party intends to terminate. Owner and the Manager agree to use good faith efforts to resolve any differences in opinion regarding the Business Plan and any portion thereof so that agreement on the Business Plan can be reached as soon as possible after the date Manager first submits the revised Business Plan for such year to the Owner.

3. **Employment Matters.** The Manager shall present the then current staffing, the incentive bonus plan for employees, and all salaries and payments to employees through the Payroll Account in the Annual Operations Budget. It is understood by all parties that reductions and additions to various positions may be made at Manager's discretion throughout the year due to business tempo, trends, opportunities, and budget requirements. If a change is recommended that will require expense above the budgeted labor percentage, the change will be submitted for Owner 's review and approval by Owner via reforecast and revised business plan or budget.

4. **Independent Accounting Firm**. From time to time, as Owner requests, Manager shall hire an independent certified public accounting firm to be paid for out of the Operating Budget of the Facility and to be selected by mutual agreement of Owner and Manager to audit the financial statements required under this Agreement.

5. **Accounting Records and Reporting.** During the Term, Manager shall maintain professional accounting records. Manager shall provide the financial statements in a format reasonably specified by Owner.

INTERNAL CONTROL. The Manager agrees to develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of the Facility, such controls to be consistent with professionally accepted accounting practices

BANK ACCOUNTS. The Manager shall establish, in the Facility's name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Facility, an operating expense account (the "Operating Expense Account") and a payroll account in the Manager's or its affiliates' name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Manager or its affiliated entity (the "Payroll Account").

ACCOUNT FUNDING. Subject to the Manager's written notices to Owner as herein, Owner acknowledges that it is solely responsible for all Operating Expenses and capital expenditures required for or on behalf of the Facility provided that such Operating Expenses and capital improvements are made in accordance with the terms of this Agreement.

PRE-OPENING SERVICES

Pre-Opening Services includes a variety of projects and tasks that are coordinated with the Pre-Opening budget and timing for each of 10 major areas. During this phase, Manager will report weekly and monthly on progress in each area as needed. Throughout this cycle, Manager's representatives will meet with Owner's team and other key stakeholder representatives through a schedule of weekly and monthly meetings.

1. Organizational Development: Sourcing, hiring, and placement of a full-time leadership team with clear job responsibilities and training so personnel focuses on the highest priorities impacting the operation. These positions generally include a General Manager, Marketing Director, and other staff according to the hire and placement dates outlined in the operating/financial plan.

2. Operations Systems and Software Selection and Set-Up: The set-up of accounting systems complete with checks and balances complying with audit requirements. Facility management software, specific HR administrative set-up specific to sport & event centers, proper insurance and risk management coverage, standard operating procedures, operating manuals, food & beverage SOP's for quality/storing/security/safety, and other operational protocol.

3. Regional and National Marketing and Business Development Action Plan for Events: Manager will provide a detailed business development action plan and will then execute on this plan. This includes deployment of proven digital, social media, direct sales, and other marketing systems. Manager will also innovate and develop new systems specific to Owner's facility. This effort will include regional and national press releases, tradeshow/conference presence, proper budgeting for bid fees (minimal when necessary), and hosting of visits in partnership with Owner's facility, and others.

4. Local Marketing and Business Development Action Plan: Manager will create a local marketing plan to include digital and social media, public relations, hard hat tours, key stakeholder meetings, and parks and recreation driven efforts. This step is highly collaborative with local parks and recreation and local partners.

5. Local and Tournament and Events Program Development: The creation, set-up, and implementation of local programming for residents. Creating the "ground rules" for scheduling so that the local community and parks and recreation receive first-class service while balancing the state, regional, and national event needs. This requires proper communication and upfront planning. The set-up for local programs include current programs offered in the community and the introduction of new offerings successful in other Manager managed venues to include corporate outings, group events, and other child development offerings.

6. Business Development and Events Booking: Manager will lead business development and events booking efforts to secure events and agreements for use prior to opening. This process must begin no less than 1 year prior to opening to secure events at a pace that can perform or out-perform forecasts. Local programming and local registrations will also be managed during this process and will begin as the facility development enters the final 6 months of construction.

7. Grand Opening Events Planning: The schedule of grand opening events requires advanced planning. Events are planned for local officials, key stakeholders, community partners, and the community at large.

8. Staff Placement and Staff Development: The placement of leadership staff begins during the development cycle. These positions include the General Manager, Marketing Director, Operations Director, and others. The schedule for these hires requires job descriptions, job announcements, review of hundreds of resumes, interviews, final approval from Owner, placement, training, and guidance from Manager's regional leadership team.

9. Sponsorship Sales: Prior to opening, Manager will lead a sponsorship sales effort to engage community businesses in a variety of ways. These can include B2B arrangements for services or products in trade for promotion, revenue driven sponsorship sales, events, and other sponsorship programs.

10. Other Necessary initiatives: A wide range of community events, meetings, communication, reporting, project management, and other activities dominate the development and pre-opening process. Manager's on the ground team will provide expertise and experience throughout this cycle.

EXHIBIT B

MANAGER COMPENSATION

During the Term of this Agreement, Manager shall receive compensation from the Owner according to the following:

1. Base Management Fee;
2. Deferred Management Incentive Fee;
3. Sponsorship and Advertising Compensation;
4. Employee Compensation; and
5. Reimbursed Expenses

1. **Base Management Fee.**

Pre-Opening Fee. During the time from the Effective Date of this Agreement to the Grand Opening (first day of business operations which the Facility is open to the public) of the Facility, Owner shall pay to Manager Three Hundred Thirty Thousand Dollars ($330,000). Payment 1 in the amount of Fifty Thousand Dollars ($50,000) shall be due upon execution of this Agreement. Payment 2 in the amount of Forty Thousand Dollars ($40,000) shall be due upon project kickoff and then ten (10) monthly payments of Twenty Four Thousand Dollars ($24,000) each shall be due on July 1, 2021 and on the first day of each month thereafter through May 1, 2022. The Pre-Opening fee of $330,000 assumes that the construction timeline will in no case extend beyond May 1, 2022 and that an additional preopening monthly fee of Twenty Thousand Dollars ($20,000) per month shall be paid to Manager until Opening Day if the Pre-Opening period extends longer than May 1, 2022.

Post-Opening Fee. Upon Opening Day and during the Term, Owner shall pay to Manager equal monthly installments of Twenty Thousand Dollars ($20,000) per month. Each installment will be due and payable on the first day of each successive month. Notwithstanding the foregoing, the final three (3) installments, totaling Sixty Thousand Dollars ($60,000), shall be due and payable upon the execution of this Agreement.

2. **Deferred Management Incentive Fees.** To encourage Manager to drive operational profitability, Owner agrees to pay to Manager Deferred Management Incentive Fees in addition to the Base Monthly Fee identified above. Owner agrees to pay to Manager:

EBITDA PROFIT SHARE SCALED INCENTIVE

- Upon completion of the annual verified financials for each Operating Year, Owner will pay to Manager the following percentages based on the EBITDA (Earnings Before Interest Taxes Depreciation and Amortization) that exceeds the budgeted EBITDA in the annual Operating Budget.
    - 0% share if annual EBITDA goal is not met
    - 10% share of earnings that exceeds the annual budgeted EBITDA if Facility is operating at an EBITDA loss for that operating year

- o <u>35% share of earnings that exceeds the annual budgeted EBITDA if Facility is operating at an EBITDA profit for that operating year</u>

ADMISSION PROFIT SHARE SCALED INCENTIVE

Manager will share in each admission paid to the Facility for any ticketed or admission driven event. Share of admission will be as follows:

- <u>$1 fee paid to Manager for the first 20,000 paid admissions</u>
- <u>$2 fee paid to Manager for paid admissions 20,0001 – 40,000</u>
- <u>$3 fee paid to Manager for paid admissions 40,000 and beyond</u>

3. **<u>Sponsorship and Advertising Compensation</u>.** Due to the role that Manager will play in organizing the programs, negotiating agreements and pricing, and providing confidence to sponsors and advertisers, Manager will receive twenty percent (20%) of the gross revenue for sponsorship and advertising, including facility naming rights for all sponsorship and advertising sold by the Manager throughout the life of the Manager's service. A fee of ten percent (10%) shall apply, however, to gross revenue for sponsorship and advertising, including facility naming rights, for all sponsorship and advertising sold by the Owner and identified to Manager in writing, within sixty (60) days after the execution of this Agreement.

Manager will also be paid twenty percent (20%) of the total cost savings for sponsored equipment, scoreboards, fencing, or other budgeted items that are donated to the project as a sponsorship effort by the vendor or supplier. This will apply only if the item has been budgeted for and where the Owner has approved such budgeted items, agreed to the sponsorship or advertising, and where negotiations with a vendor result in a direct cost savings in trade for a sponsorship or promotion of the vendor at the facility site and Owner agrees to the amount of such direct cost savings.

Owner must approve all sponsorship and advertising agreements including those provided by suppliers and vendors that exceed a value of Five Thousand Dollars ($5,000) a year. In the event that Owner does not approve the Sponsorship or Advertising arrangement, Manager will not proceed with the Agreement and Manager will not receive a commission or compensation for the arrangement. Payments will be made to Manager within forty-five (45) days of the time when a sponsor/advertiser makes payment.

4. **<u>Payroll Compensation</u>.** During the Term, Owner shall pay to Manager in equal monthly installments, the Employment Costs for all employees at the Facility (collectively, the "**Payroll Compensation**"). Manager will compensate all of its employees on a monthly basis and therefore each Payroll Compensation payment will become due and payable on the first (1st) day of each successive month. For purposes of this Agreement, the term "**Employment Costs**" shall mean the total salary and compensation for the Management Employees plus any fringe benefits including health insurance, etc., as well as any annual bonus to be paid.

5. **<u>Reimbursed Expenses</u>.** Manager shall be reimbursed with prior written approval with prior written approval by the Owner, if not previously approved by Owner in the Pre-Opening or Post-Opening Budget, for travel and other expenses directly related to the Management Services. All travel reimbursement will be based on receipts to be furnished by Manager to the Owner. Travel expenses may include but are not limited to airfare, rental cars, parking fees, lodging and meals. All fees and reimbursements shall be paid to Manager within forty-five (45) calendar days of invoicing. Manager will make a good-faith effort to keep these travel expenses to a minimum.

12. CONSIDERATION TO HIRE BO SHELTON AS A RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Bo Shelton as a Reserve Police Officer in the Starkville Police Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE TYCORRESS JONES AS A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Tycorress Jones as a Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO APPROVE A TEMPORARY 10 % PAY INCREASE FOR CHRISTOPHER SMILEY WHILE INTERIM DIRECTOR IN THE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the “approval of a temporary pay increase for Christopher Smiley in the Sanitation and Environmental Services Department while interim director” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO HIRE COURTNEY WALKER AS A PAYROLL/EMPLOYEE RESOURCE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Courtney Walker as a Payroll/Employee Resource Assistant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE BEN STAMPS AS AN ENTRY LEVEL FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the “approval to hire Ben Stamps as an Entry Level Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO ENTER INTO USAGE AGREEMENTS WITH THE FOLLOWING: STARKVILLE COWBOYS BY RODNEY JOHNSON FROM 19 MAY 2021 THROUGH 4 NOVEMBER 2021 IN THE AMOUNT OF $2,287, SRI LANKAN ASSOCIATION ON 15 MAY 2021 AT CARLISLE FIELD FROM 9 A.M. TO 4 P.M. IN THE AMOUNT OF $175, AND ERIC HALLBERG STARTING ON 19 MAY 2021 THROUGH 23 JUNE 2021 AT THE SECURITY SOLUTION FIELD IN THE AMOUNT OF $450.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the “approval to enter into usage agreements with the following: Starkville Cowboys by Rodney Johnson from 19 May 2021 through 4 November 2021 in the amount of $2,287.00, Sri Lankan Association on 15 May 2021 at Carlisle Field from 9 a.m. to 4 p.m. in the amount of $175.00, and Eric Hallberg starting on 19 May 2021 through 23 June 2021at the Security Solution field in the amount $450.00 ” is enumerated, this consent item is thereby approved. Agreements follow this page.

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 the STARKVILLE COWBOYS, represented by RODNEY JOHNSON, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect from May 19, 2021 to November 4th, 2021 The City will permit the User to use the football field at JL King Park located at 400 N. Long Street Starkville, Mississippi 39759 from 5:30 p.m. - 7:00 p.m. 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 dates of May 31st, every Monday and Thursday throughout June, and every Monday, Tuesday and Thursday beginning on July 1st through November 4th, have been requested and both parties have reviewed and approved the requested Facility 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 will owe the City $2,287.00 for use of the JL King Football Field.

1.5 In Exchange of paying $2,287.00, the User shall provide 228.75 hours of in kind services.

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 May 24, 2021 and are due back to the City by May 31, 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 is 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 July 6, 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:

a) Cleaning and stocking restrooms

b) 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. each day of use 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 May 31, 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

RODNEY JOHNSON - STARKVILLE COWBOYS

Printed Name: ______________________ Date: ______________________

Signature: ______________________ Title: ______________________

Mayor Lynn Spruill
CITY OF STARKVILLE
405 Lynn Lane
Starkville, MS 39759

Printed Name: D. Lynn Spruill Date: 5-4-2021

Signature: ______________________ Title: Mayor

1234386

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 SRI LANKAN ASSOCIATION, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect on May 15, 2021. The City will permit the User to use Carlisle Family Field located at the McKee Park 405 Lynn Lane, Starkville, Mississippi 39759 from 9 a.m to 4 p.m., 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 May 15, 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 will owe the City $175 for use of the Carlisle Family Field.

1.5 The User paid $100 on April 26th to go towards his payment. The remaining balance of $75 will be paid for through in kind service hours. User will owe City 7.5 in kind service hours to be completed by August 15th, 2021.

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

a) Picking up ground litter from field and surrounding areas, prior to leaving after use of the field.

b) Providing the City with a signed copy of the City COVID- 19 Guidelines. These guidelines will be sent to the User no later than May 7, 2021 and are due back to the City by May 14, 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 is 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 May 10th, 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:

a) Providing portable bathrooms

b) 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 May 14, 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. INDEMNIFICATION

3.1 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.

4. RELEASE

4.1 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.

5. MISCELLANEOUS TERMS

5.1 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.

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

5.3 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.

5.4 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.

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

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

SRI LANKAN ASSOCIATION

Printed Name: ____________________________ Date: ___________________________

Signature: _______________________________ Title: ____________________________

Mayor Lynn Spruill
CITY OF STARKVILLE
405 Lynn Lane
Starkville, MS 39759

Printed Name: D. Lynn Spruill, Date: 5-4-2021

Signature: Spruill Title: Mayor

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 ERIC HALLBERG, hereinafter referred to as the "User."

1. GENERAL TERMS

1.1 This Agreement shall be in effect from May 19, 2021 to June 23, 2021 with Eric Hallberg. The City will permit the User to use Security Solutions field, concession stand restrooms and the parking lot located at McKee Park, 405 Lynn Lane, Starkville, Mississippi 39759 from 5:30 p.m. to 8:30 p.m. each day, 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 dates of May 19th, May 26th, June 2nd, June 9th, June 16th and June 23rd have 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 will owe the City $450 for use of Security Solutions Baseball field at McKee Park, the field lights and field prep including dragging the field and lining the field.

1.5 In Exchange of paying $450, the User shall provide 45 hours of in-kind services.

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

a) Picking up ground litter from field and surrounding areas, prior to leaving after each use of the field daily.

b) Turning on and off field lights.

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 May 10th, 2021 and are due back to the City by May 19th, 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 May 10, 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:

a) Providing portable bathrooms

b) 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 day of the event if the facility needs to close.

c) Prepping and lining Security Solutions baseball field

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 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 May 19th, 2021. This key opens the lock to turn on the field lights. 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.

Mayor Lynn Spruill
CITY OF STARKVILLE
405 Lynn Lane
Starkville, MS 39759

Printed Name: ______________________ Date: ______________________

Signature: ______________________ Title: ______________________

CITY OF STARKVILLE

405 Lynn Lane

Starkville, MS 39759

Printed Name: D. Lynn Spruill Date: 5-4-2021

Signature: [signature] Title: Mayor

1234384

18. CONSIDERATION OF CHANGE ORDER #3 WITH T & M STEEL ERECTORS, INC. TO INSTALL GEOGRID AND 6" OF LIMESTONE FOR THE CORNERSTONE CONSTRUCTION AT A PRICE OF $49,719.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of change order #3, to install Geogrid and 6" of limestone for the Cornerstone construction at a price of $49,719.00" is enumerated, this consent item is thereby approved. Change order follows this page.

19. CONSIDERATION TO ENTER INTO A USAGE AGREEMENT FOR MAXSOUTH BROADBAND FOR TELEPHONE AND WIFI AT A MONTHLY COST OF $79.98 FOR 36 MONTHS.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval to enter into a Usage Agreement for MaxSouth Broadband for telephone and WIFI at a cost of $ 79.98 Monthly for 36 months" is enumerated, this consent item is thereby approved. Agreement follows T & M change order.

20. CONSIDERATION OF THE TRANSFER OF AXIS CAMERA S/N: B8A44F245C2E FROM SANITATION TO THE POLICE DEPARTMENT INVENTORY.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the transfer of Axis Camera S/N: B8A44F245C2E from Sanitation to the Police department inventory" is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO ACCEPT THE SOLE REVERSE AUCTION BID FROM TEREX UTILITIES FOR A 6 X 4 TANDEM AXLE TRUCK WITH EIGHTY (80) FOOT HYDRAULIC DERRICK (EQUIPMENT ONLY) AS A REPLACEMENT FOR THE EXISTING DIGGER/DERRICK TRUCK #46 IN THE AMOUNT OF $457,500.00.

Upon the motion of Alderman Walker, duly seconded by Alderman Beatty, and adopted by the Board to approve the May 4, 2021 Official Agenda, and to accept items for consent, whereby the "approval of the sole reverse auction bid from Terex Utilities for a 6 x 4 tandem axle truck with eighty (80) foot hydraulic derrick (equipment only) as a replacement for the existing digger/derrick truck #46 in the amount of $457,500.00" is enumerated, this consent item is thereby approved.

Cornerstone Park - Phase 2
CONTRACT CHANGE ORDER FORM

CONTRACT FOR:	Cornerstone Park - Phase 2	CHANGE ORDER NO. 3	
OWNER:	City of Starkville	DATE:	4/9/2021
CONTRACTOR:	T & M Steel Erectors, Inc.		

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	Option A - Lines 1, 4, 5, 6		$49,719.00
	Install Geogrid and 6" of limestone		
	TOTALS	$0.00	$49,719.00
		OVERALL TOTAL	$49,719.00

JUSTIFICATION: Gravel to be placed to provide access for heavy equipment to quads.

The amount of the Original Contract was:	$3,260,700.00
Change Order #1 increased the contract amount by:	$8,067.42
Change Order #2 increased the contract amount by:	$55,425.00
Change Order #3 increased the contract amount by:	$49,719.00
The Contract Total including this change order will be:	$3,318,486.42
The Original Contract Completion Date was:	September 20, 2021
Change Order 2 increased the Contract Completion Date by the following # of days:	"25"
Change Order 3 increased the Contract Completion Date by the following # of days:	"10"
The new Contract Completion Date will be:	October 25, 2021

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

Requested	Phase Manager - Justin Zahner	Date
Recommended	Project Manager - Dean Thomas	Date
Accepted	Contractor - T & M Steel Erectors, Inc.	Date
Approved	City of Starkville Mayor Lynn Spruill	5-4-2021 Date

MaxxSouth BROADBAND

BUSINESS SERVICES

Ed406 N Third Street, Booneville MS 38829
P: (866) 362-2383 | F: (662) 323-1682

Business Services Customer Agreement

Customer Information

Company Name:	**City of Starkville – Moncrief Park**
Address Line 1:	110 West Main St.
Address Line 2:	
City, State, Zip:	**Starkville, MS 39759**
Main Phone Number:	662-323-2525
Primary Contact Person:	**Matt Addy**
Primary E-mail Address:	m.addy@cityofstarkville.org

Billing Information

Billing Contact Person:	Leanne McGarr
Telephone/Extension:	662-323-2525
E-mail Address:	l.mcgarr@cityofstarkville.org
Billing Address:	110 West Main Street
City, State, Zip:	Starkville, MS 39759

MaxxSouth Broadband Business Account Executive: **Emily Miles**
Contact Number: 662.341.5787 E-mail Address: Emily.Miles@MaxxSouth.com

The monthly Recurring Charges ("MRC") and Non- Recurring Charges specified in this Business Services Customer Agreement ("BSCA") are exclusive of taxes, surcharges and fees to be imposed by MaxxSouth Broadband ("MaxxSouth") including but not limited to applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law (collectively, the "Fees").

By agreeing to maintain the Service(s) with your account in good standing for the duration of the Service Term indicated in this BSCA, the MRC listed below (plus fees) will apply during this period. MaxxSouth reserves the right to apply standard rate increases in a yearly basis, which may be applied to the MRC, on a date determined by MaxxSouth, regardless of customer's installation date. Customer agrees that if Services are cancelled, downgraded, or disconnected for any reason during the Service Term indicated within this document, Customer will immediately pay an Early Termination Fee ("ETF") equal to the number of months left of the Agreement Term (calculated from the day Service(s) were installed), multiplied by the MRC. Unless Customer provides at least a 60-day written notice to MaxxSouth Broadband, this BSCA will auto-renew on a "month-to-month" basis, upon termination of the original Agreement Term or any additional renewal terms. All notices, including any request for cancellation, downgrading, or disconnection of the Services as outlined in this BSCA must be submitted in writing, to *MaxxBusinessCustomerService@maxxsouth.com* or via fax to (662)728-1218.

The undersign agrees that MaxxSouth services under this BSCA, and all other MaxxSouth services, are governed not only by this agreement, but the Service Agreement for MaxxSouth Broadband Services, the Internet

Acceptable Use Policy and all other policies and requirements set by MaxxSouth. Furthermore, by executing this BSCA, the undersigned understands that no MaxxSouth service (current or future), including all portions of the service, equipment, bandwidth, etc., can be resold without the express written consent of MaxxSouth. A copy of the MaxxSouth policies and other requirements can be found on the MaxxSouth website at www.maxxsouth.com.

MaxxSouth Service(s)	Quantity	Agreement Term (Months)	Monthly Recurring Charges	Non-Recurring Charges
50Mbps x 50Mbps Fiber Internet	1	36	$ 49.99	$ 0.00
Unlimited US and Canada Phone/Fax Line	1	36	$ 29.99	$ 0.00
Totals	2	36	$ 79.98	$ 0.00

The undersigned represents that he/she is authorized to enter into this BSCA on behalf of Customer, and acknowledges that he or she has read, understands and agrees to the terms within this agreement and, by executing this BSCA, Customer is requesting, and agrees to pay for, the Service(s) identified herein. This agreement will go into effect once it is executed by Customer, or at the time each Service governed by this agreement is installed, whichever comes later.

Customer Authorized Party

Printed Name: D. Lynn Spruill Title: Mayor - City of Starkville

Signature: [signature] Date Signed: 5 / 4 / 2021

MaxxSouth Authorized Party

Printed Name: **Emily Miles** Title: MaxxSouth Business Account Executive

Signature: *Emily Miles* Date Signed: 04 / 28 /2021

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill expressed the City's well wishes for Mississippi cities recently effected by tornadoes. She also noted the preliminary Census 2020 numbers showing growth in Starkville while the State of Mississippi lost population.

BOARD OF ALDERMEN COMMENTS:
Alderman Carver encouraged citizens to continue working together to address youth violence.
Alderman Sistrunk stressed the importance of participating in future census programs and voting.
Alderman Walker expressed pride in the growth in Starkville and that it is a measure of what is happening in Starkville and its future.
Alderman Perkins thanked the Police Chief and officers for how they are dealing with safety in Starkville. He encouraged everyone to support the proposed juvenile curfew and wants everyone to feel safe in Starkville.
CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern with recent youth violence and asked that parents be held accountable if possible.
Pastor Abdural Lee, Sand Creek Chapel Church, asked that all available resources be poured into youth and areas where there are needs.

PUBLIC APPEARANCE:

Miss Claire Farmer, Starkville's 2021 Miss Hospitality, appeared before the Mayor and Board. She will represent Starkville the first week of July in Hattiesburg at the Mississippi Miss Hospitality event.

22. CONSIDERATION OF MISS HOSPITALITY ADVERTISMENT.

Alderman Beatty, duly seconded by Alderman Carver, offered a motion for the City of Starkville to purchase a full page advertisement for the event at a cost of $350.00. The Board voted as follows:

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

PUBLIC HEARING:

PUBLIC HEARING AND CONSIDERATION OF VA 21-03: A REQUEST FOR A VARIANCE FROM THE MINIMUM LOT SIZE AND MINIMUM LOT WIDTH FOR TWO PROPOSED LOTS. THE SUBJECT PROPERTIES ARE LOCATED AT 1425 GRETA LANE IN AN O (OPTIONAL) ZONING DISTRICT WITH PARCEL NUMBER 103P-08-012.00.

City Planner Daniel Havelin presented VA 21-03, a request by Herman Ashford on behalf of Mr. And Mrs. Rieves for a variance from the minimum lot size and minimum lot width for two proposed lots. The subject properties are located at 1425 Greta Lane and are a part of the proposed "Rieves Property" subdivision plat. The applicants are proposing to build a new home on proposed Parcel A. To do this, they need to subdivide the parcel from the existing parcel. The new subdivision will create a total of three parcels out of one. Parcel A and Parcel B are the new parcels. Parcel A needs a variance from lot width. Parcel B needs a variance from lot width and lot size. The remaining parcel does not require any variances. For the proposed lot labeled Parcel "A", the request is a variance from minimum lot width. The applicant is requesting a lot width of 20' in lieu of the 140' requirement. For the proposed lot labeled Parcel "B" the request is for a variance from minimum lot width and minimum lot size. The applicant is requesting a lot width of 62.22' in lieu of the 140' requirement. The applicant is also requesting a variance from the minimum lot size, requesting a lot size of 13,041.45 sq. ft. in lieu of the minimum of 40,000 square feet.

Mayor Spruill opened the Public Hearing. Mrs. Linda Rieves thanked the Mayor and Board for their consideration. There being no additional comments, the Mayor closed the Public Hearing.

23. CONSIDERATION OF VA 21-03: A REQUEST FOR A VARIANCE FROM THE MINIMUM LOT SIZE AND MINIMUM LOT WIDTH FOR TWO PROPOSED LOTS LOCATED AT 1425 GRETA LANE IN AN O (OPTIONAL) ZONING DISTRICT WITH PARCEL NUMBER 103P-08-012.00.

Alderman Sistrunk, duly seconded by Alderman Carver, offered a motion to approve VA 21-03 to allow for a variance from the minimum lot size and minimum lot width for Parcel A and Parcel B of the "Rieves Property" subdivision. The Board voted as follows:

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

24. CONSIDERATION OF FP 21-04: A REQUEST FOR FINAL PLAT APPROVAL FOR SUBDIVIDING ONE PARCEL INTO THREE WITH THE SUBJECT PROPERTIES LOCATED AT 1425 GRETA LANE IN AN OPTIONAL ZONING DISTRICT WITH PARCEL NUMBER 103P-08-012.00.

Alderman Sistrunk, duly seconded by Alderman Beatty, offered a motion to approve FP 21-04: a request for Final Plat approval for subdividing one parcel into three with the subject properties located at 1425 Greta Lane in an Optional zoning district with parcel number 103P-08-012.00. The Board voted as follows:

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

25. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Walker, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of April 27, 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: Absent
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	$ 586,337.81
Restricted Police Fund	002	1,656.00
Restricted Fire Fund	003	506.00
Airport Fund	015	20,761.56
Sanitation	022	77,295.30
Computer Assessments	107	3,143.48
Industrial Park Bond	303	6,647.68
Public Improv Bonds 2018	319	921,966.56
Park Bond - 2020	380	156,610.87
Trust and Agency	610	14,853.41
Econ Dev, Tourism, Conv	630	85,187.56
Sub Total Before Utilities		$ 1,874,966.23
Utilities Dept.	SED	200,573.36
Total Claims	Total	$ 2,075,539.59

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

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

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

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

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

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

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman David Little Voted: Absent

Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

The Mayor invited the public back in and then announced that the Board had chosen not to go into Executive Session.

28. CONSIDERATION OF A MOTION TO APPROVE THE RECOMMENDATION OF THE POLICE CHIEF AS PRESENTED IN BOARD PACKETS TO DISCIPLINE AN OFFICER.

Alderman Vaughn offered a motion to approve the recommendation of the Police Chief to place Officer Veleeka Nash on seven days suspension without pay and six months' probation. Alderman Walker seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
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. MOTION TO RECESS UNTIL MAY 18, 2021 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until May 18, 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: Absent
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 ____________________ 2021.

Attest:

____
D. LYNN SPRUILL, MAYOR

____
LESA HARDIN, CITY CLERK

(SEAL)