MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
February 7, 2023

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on February 7, 2023 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison and City Clerk/ CFO Lesa Hardin. Alderman Ben Carver appeared telephonically.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor D. Lynn Spruill asked that the Public Hearing for 327 Lafayette St be removed in that the owners have cleared the lot and no further City action will be needed. She then asked for any revisions to the Official Agenda.

Alderman Carver asked that Utility items L. 1 (MOA with MDEQ) and 6 (aerators) be added to consent.
Aldermen Perkins requested Mayor's item A (755 Cambridge Drive) be added to consent.

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

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

Alderman Rupp offered a motion, duly seconded by Alderman Vaughn, to approve the February 7, 2023 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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 and then read the consented items.

OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, FEBRUARY 7, 2023
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE JANUARY 13, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE JANUARY 17, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING *SECTION 14- UTILITIES* OF THE MUNICIPAL CODE.

FIRST PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

~~PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 327 LAFAYETTE ST. STARKVILLE, MS 39759 WITH THE PARCEL NUMBER 102A-00-107.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.~~

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 111 ROOSEVELT TAYLOR SR. ST. STARKVILLE, MS 39759 PREVIOUSLY KNOWN AS 111 BEATTIE ST. STARKVILLE, MS 39759 WITH THE PARCEL NUMBER 118O-00-251.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF ASKING TAX ASSESSOR, ALLEN MORGAN, TO ASSESS AND TAX THE PROPERTY LOCATED AT 755 CAMBRIDGE DRIVE IN THE PROPORTION OF ONLY THE PERCENTAGE THAT IS INSIDE THE CITY LIMITS INSTEAD OF THE ENTIRETY OF THE PROPERTY.

B. CONSIDERATION OF A RESOLUTION IN SUPPORT OF THE CITY OF GREENWOOD RAISE GRANT ENGINEERING STUDY ON THE FEASIBILITY OF CONVERTING THE C&G RAIL LINE TO A TRAIL.

C. CONSIDERATION OF A RESOLUTION RECOGNIZING AND HONORING THE EXCELLENCE OF STARKVILLE HIGH SCHOOL FOOTBALL STARS, WILLIE GAY OF THE KANSAS CITY CHIEFS AND A. J. BROWN OF THE PHILADELPHIA EAGLES ON THEIR SIMULTANEOUS SUPERBOWL LVII APPEARANCES.

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STARKVILLE AND KYLE KNIGHT FOR USE OF THE AGRICULTURAL LAND INSIDE THE FENCED AREA FOR ONE YEAR AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS
THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE LOWER QUOTE OF $6,702.50 FROM G&C SUPPLY CO., INC. FOR MATERIALS NEEDED TO REPLACE SIGNAGE ALONG HIGHWAY 182.

2. ACCEPTANCE OF THE CITY OF STARKVILLE - MISSISSIPPI STATE UNIVERSITY ACTION PLAN FY22 SAFE STREETS AND ROADS FOR ALL ACTION PLAN GRANT (SS4A) IN THE AMOUNT OF $192,000 WITH A 20%, WHICH MAY INCLUDE IN KIND SERVICES, AND AUTHORIZATION TO ADVERTISE FOR RELATED CONSULTANT SERVICES.

3. CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY TO COMPLETE THE SPRING STREET AND MS HWY 12 PEDESTRIAN IMPROVEMENTS PROJECT AS PART OF THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JANUARY 31, 2023 FOR FISCAL YEAR ENDING 9/30/23, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.

2. CONSIDERATION OF ADDENDUM TO MUNICIPAL ADVISOR AGREEMENT WITH STEPHENS, INC. TO ALLOW STEPHENS, INC TO ADVISE IN THE INVESTMENT OF THE CITY'S FUNDS IN ACCORDANCE WITH THE CITY INVESTMENT POLICY.

3. CONSIDERATION OF CUSTODY AGREEMENT WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION TO ALLOW CITY TO ESTABLISH A CUSTODIAN ACCOUNT WITH U.S. BANK TRUST COMPANY THAT WILL ALLOW CITY TO INVEST FUNDS AS DESCRIBED IN THE INVESTMENT POLICY.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE DAVID CARRAWAY AS A MANAGER OF ACCOUNTING & FINANCE IN THE UTILITIES DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE CURTIS ANDERSON AS A SANITATION WORKER.

3. REQUEST AUTHORIZATION TO HIRE COURTLIN JONES AS A DEPUTY COURT CLERK.

4. REQUEST APPROVAL OF THE PROMOTION OF EDWIN SUGGS TO THE RANK OF LIEUTENANT IN THE STARKVILLE FIRE DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE DALTON AVENT, CALEB LOFTIS, TYLER TANN AND DUNCAN WILLIAMS AS ENTRY LEVEL FIREFIGHTERS AND GERON GILL, AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE LOVELY FAIRLEY AS AN ENGINEERING INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.

7. REQUEST AUTHORIZATION TO HIRE KE'SHAWN ADAMS AND KYLE EAVES AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF A LEASE WITH DELL FINANCIAL SERVICES FOR STATE CONTRACT EQUIPMENT FOR THE CITY HALL DATACENTER AT A TOTAL PRICE OF $134,590.00 TO BE LEASED AT $31,086.00 PER YEAR FOR FIVE YEARS.

I. PARKS

1. CONSIDERATION TO ACCEPT THE LOWEST QUOTES FOR AUTOMATED EXTERNAL DEFIBRILLATORS AND THE NEEDED INSTALLATION EQUIPMENT TO BE PLACED AT BOTH THE STARKVILLE SPORTSPLEX AND CORNERSTONE SPORTS COMPLEX NOT TO EXCEED THE AMOUNT OF $14,000.00 FROM AEDSUPERSTORE.

2. CONSIDERATION TO APPROVE CONSTRUCTION OF THE POOL ROOF BY PAUL DAVIS WITH THE LOWEST QUOTE IN THE AMOUNT OF $22,383.29.

J. POLICE DEPARTMENT

1. POLICE

   a. REQUEST APPROVAL FOR TRI-STARR MUFFLER AND BRAKE TO REPLACE THE TRANSMISSION IN A 2015 FORD EXPLORER VIN#4279 AT THE LOWEST QUOTE OF $5,288.00.

2. CODE ENFORCEMENT

   a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 725 S. JACKSON ST. STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102H-00-151.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

   b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 202 MCKINLEY ST. STARKVILLE, MS 39759, WITH THE PARCEL NUMBER 102B-00-026.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

   c. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 203 MCKINLEY ST STARKVILLE, MS 39759 WITH THE PARCEL NUMBER 102B-00-037.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

   d. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 212 W GILLESPIE ST. STARKVILLE, MS 39759 WITH THE PARCEL NUMBER 102B-00-319.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

1. CONSIDERATION OF A LOAN FROM GENERAL CITY FUNDS TO SANITATION FUND IN THE AMOUNT OF $189,750.00 AT 2.5% INTEREST WITH QUARTERLY PAYMENTS OVER 3 YEARS FOR THE PURCHASE OF A 2022 KNUCKLEBOOM LOADER WHICH WAS ORDERED FEBRUARY 15, 2022.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO APPROVE MEMORANDUM OF AGREEMENT NO.23-00067 BETWEEN MDEQ AND STARKVILLE UTILITIES FOR TWO CHARGE POINT DC FAST-CHARGING STATIONS. TVA HAS PREVIOUSLY CONTRACTED TO PAY 80% OF THE FUNDS FOR INSTALLATION. OF THE OTHER FUNDS NOT COVERED BY THE TVA CONTRACT, MDEQ AGREES TO PAY UP TO 70% OF THE INSTALLATION OF THE STATIONS, NOT TO EXCEED $48,060.00, WITH STARKVILLE UTILITIES TO PAY THE REMAINING COSTS OF THE PROJECT.

2. REQUEST AUTHORIZATION TO PURCHASE PIPE MATERIAL FROM CENTRAL PIPE SUPPLY, INC IN THE AMOUNT OF $17,851.26 FOR SANTA ANITA DRIVE WATER REPLACEMENT.

3. REQUEST AUTHORIZATION TO PURCHASE F350 REGULAR CAB IN THE AMOUNT OF $50,165.00 AND F350 CREW CAB IN THE AMOUNT OF $50,660.00 FROM CANON MOTORS OF STARKVILLE, THE LOWER OF QUOTES RECEIVED.

4. REQUEST AUTHORIZATION TO EXECUTE ENGINEERING AGREEMENT FOR PROFESSIONAL SERVICES FOR BABYLON ROAD SEWER PROJECT WITH SPRINGER ENGINEERING, INC.

5. REQUEST AUTHORIZATION TO APPROVE CHANGE ORDER 02 TO MICHAEL BOX CONSTRUCTION FOR BABYLON ROAD SEWER ADDITIONS TO ADD 159 CALENDAR DAYS FOR MATERIAL DELAYS AND A PRICE INCREASE OF $6,228.39.

6. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM PREMIER WELDING AND REPAIR, LLC FOR FOUR (4) 30HP TEMPORARY FLOATING AERATORS IN THE AMOUNT OF $36,950.00 EACH.

XII. <u>CLOSED DETERMINATION SESSION</u>

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

XV. <u>OPEN SESSION</u>

XVI. <u>RECESS UNTIL FEBRUARY 21, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.</u>

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

Consent items 2 – 34:

2. CONSIDERATION OF THE MINUTES OF THE JANUARY 13, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the January 13, 2023 work session of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE JANUARY 17, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of minutes of the January 17, 2023 recess meeting of the Mayor and Board of Aldermen" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF ASKING TAX ASSESSOR, ALLEN MORGAN, TO ASSESS AND TAX THE PROPERTY LOCATED AT 755 CAMBRIDGE DRIVE IN THE PROPORTION OF ONLY THE PERCENTAGE THAT IS INSIDE THE CITY LIMITS INSTEAD OF THE ENTIRETY OF THE PROPERTY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of a board order to provide Tax Assessor, Allen Morgan, with the authority to tax the parcel located at 755 Cambridge Drive with the PPIN number 7455 in proportion to the percentage of the property that resides in the city with the city tax rate. This parcel was inadvertently split during the annexation process. Mr. Havelin has calculated that as the lot being 28% ($45,000 x .28 = $12,600) inside the city and the improvements, i.e., house, being 43% inside the city improvements ($172,270 x .43 = $74,076.10)" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF A RESOLUTION IN SUPPORT OF THE CITY OF GREENWOOD RAISE GRANT ENGINEERING STUDY ON THE FEASIBILITY OF CONVERTING THE C&G RAIL LINE TO A TRAIL

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution supporting the City of Greenwood in their application for a RAISE grant to perform an engineering study of the C & G corridor for a Rail to Trail project extending from West Point to Greenwood which could also provide a potential biking connection that could connect along Highway 389 south into Starkville" is enumerated, this consent item is thereby approved.

RESOLUTION OF THE CITY OF STARKVILLE, MISSISSIPPI

A 2023 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) PLANNING GRANT APPLICATION TO INCLUDE FURTHER FEASIBILITY AND STAKEHOLDER COORDINATION FOR A POTENTAL CONVERSION OF THE C&G RAIL LINE INTO A RAIL TRAIL

WHEREAS, the RAISE Planning Grant Application seeks funds for a Preliminary Engineering Report that will provide further study, detailed technical assessments, and important feasibility tasks including stakeholder/public coordination, operation and maintenance plan (including funding strategies and safety/security polices), community visioning concepts showing potential new development, and coordination with local leaders, other rail trail managers and key stakeholders to address all questions and concerns; and

WHEREAS, the completed Preliminary Engineering Report will provide important data to inform a future decision to move forward with corridor acquisition and construction of trail phases to include uses such as walking, hiking, cycling, equestrian, motorized, etc.; and

WHEREAS, the City of Starkville supports the City of Greenwood in its quest for the United States Department of Transportation to fund the RAISE Planning Grant Application sponsored by City of Greenwood, Mississippi, and described herein;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Starkville, that:

The Mayor and Board of Aldermen support the efforts of the City of Greenwood for the United States Department of Transportation to fund the RAISE Planning Grant Application and provide funding for a Preliminary Engineering Report.

The above and foregoing Resolution, after having been first reduced to writing, was moved by Alderman Jeffrey Rupp, seconded by Alderman Henry Vaughn, and was adopted by the following vote, to-wit:

WARD 1 ALDERMAN BEN CARVER	yea
WARD 2 ALDERMAN SANDRA SISTRUNK	yea
WARD 3 ALDERMAN JEFFREY RUPP	yea
WARD 4 ALDERMAN MIKE BROOKS	yea
WARD 5 ALDERMAN HAMP BEATTY	yea
WARD 6 VICE MAYOR ROY A.' PERKINS	yea
WARD 7 ALDERMAN HENRY S. VAUGHN	yea

The Mayor thereby declared the motion carried and the Resolution adopted, this the 7th day of February, 2023.

ATTEST:

____
CITY CLERK

APPROVED:

____
MAYOR

6. CONSIDERATION OF A RESOLUTION RECOGNIZING AND HONORING THE EXCELLENCE OF STARKVILLE HIGH SCHOOL FOOTBALL STARS, WILLIE GAY OF THE KANSAS CITY CHIEFS AND A. J. BROWN OF THE PHILADELPHIA EAGLES ON THEIR SIMULTANEOUS SUPERBOWL LVII APPEARANCES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of a resolution honoring and recognizing Willie Gay of the Kansas City Chiefs and AJ Brown of the Philadelphia Eagles on their achievement as SHS graduates and Superbowl LVII stars from Starkville" is enumerated, this consent item is thereby approved.

A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMAN OF THE CITY OF STARKVILLE HONORING AND CELEBRATING THE SUPERBOWL LVII APPEARANCES OF FORMER STARKVILLE HIGH SCHOOL FOOTBALL STARS

WILLIE GAY AND A.J. BROWN

WHEREAS, Super Bowl LVII is the upcoming American football championship game of the National Football League (NFL) for the 2022 NFL season. It will be played between the American Football Conference (AFC) champion Kansas City Chiefs and the National Football Conference (NFC) champion Philadelphia Eagles.

WHEREAS, Willie Gay and A.J. Brown are Starkville and Oktibbeha County residents and will play in their first Super Bowl on February 12, 2023; and

WHEREAS, the duo were concurrently star Yellowjacket athletes at Starkville High School and won the 2015 6A State Championship, which was Brown's senior year and Gay's junior season; and.

WHEREAS, Willie Gay, an American football linebacker for the Kansas City Chiefs of the American Football Conference is a Starkville native and graduate of Starkville High School. He played in the 2017 U.S. Army-All American Bowl and also played at Mississippi State University from 2017 to 2019. He was drafted by the Chiefs with the 63rd overall selection in the 2020 NFL Draft; and

WHEREAS, Arthur Juan (A.J.) Brown, an American football wide receiver for the Philadelphia Eagles of the National Football Conference is a Starkville native and graduate of Starkville High School. He played football and baseball and was named first-team All-State by USA Today, The Clarion-Ledger's Dandy Dozen, and the Mississippi Association of Coaches. Brown played college football at Ole Miss and was drafted by the Tennessee Titans in the second round of the 2019 NFL Draft.

WHEREAS, both are to be commended for bringing nationwide recognition to our city, their hometown and state by dedicating their greatest efforts to a sport they love; and

WHEREAS, Super Bowl LXVII will be one for the record books, as a winner will hail from the state of Mississippi and a native of Starkville, Mississippi. They have made us, Starkville High School, the City of Starkville, Mississippi, Oktibbeha County proud.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS that the City of Starkville does hereby

> **SHOW GREAT HONOR AND APPRECIATION TO WILLIE GAY AND A.J. BROWN AS THEY REPRESENT THEIR HOMETOWN OF STARKVILLE AND STATE OF MISSISSIPPI BY DISPLAYING THEIR EXCELLENCE ON THE FIELD OF PLAY AT SUPERBOWL LVII IN 2023.**

Upon motion duly made by Alderman Jeffrey Rupp and seconded by Alderman Henry Vaughn, and following discussion, the foregoing Resolution is hereby duly adopted upon the following vote of the members of the City of Starkville.

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn	Voted: Yea

This the 7th day of February, 2023.

____
D. Lynn Spruill, Mayor

Attest

____
Lesa Hardin, City Clerk

7. CONSIDERATION OF THE LEASE AGREEMENT RENEWAL BETWEEN THE CITY OF STARKVILLE AND KYLE KNIGHT FOR USE OF THE AGRICULTURAL LAND INSIDE THE FENCED AREA FOR ONE YEAR AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of a Lease Agreement Renewal between the City of Starkville and Kyle Knight for use of the Agricultural Land Inside the Fenced Area for One Year at George M. Bryan Field in an annual amount of $4,653.50" is enumerated, this consent item is thereby approved.

LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
KYLE KNIGHT

This Lease Agreement is entered into on this the 8th day of April, 2023, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **KYLE KNIGHT**, "Lessee".

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

2. USE OF PREMISES.

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

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

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

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

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

3. TERM. The term of this lease shall commence on April 8, 2023, and shall continue through and expire on April 7, 2024, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must notify Lessor in writing thirty days prior to the expiration date.

4. RENT. The rent for the subject property shall be $4,653.50 per year and shall be made in one lump sum payment on or before April 15, 2023. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Forty-One Dollars and Zero Cents ($41.00) per acre applied to approximately 113.5 acres of leased premises. Full payment shall be due by April 15, 2023. Rent shall be paid to Starkville Airport, P.O. Box 1424,

Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

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

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

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

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars ($1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars ($1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

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

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

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

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

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided,

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

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

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

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

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at

Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

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

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

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

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

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

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

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

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

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

To Lessee: KYLE KNIGHT
____
____
____

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

LESSEE

Kyle Knight
KYLE KNIGHT

LESSOR

CITY OF STARKVILLE, MS

BY: Spruill
D. Lynn Spruill, Mayor

ATTEST:
Lesa Hardin
Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF Webster

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

Given under my hand and seal, this the 17th day of February, 2023.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 106305 LESA DAVIS HARDIN Commission Expires Oct. 12, 2025 WEBSTER COUNTY

Lesa Davis Hardin
NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:
10-12-2025

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

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

Given under my hand and seal, this the 8th day of February, 2023.

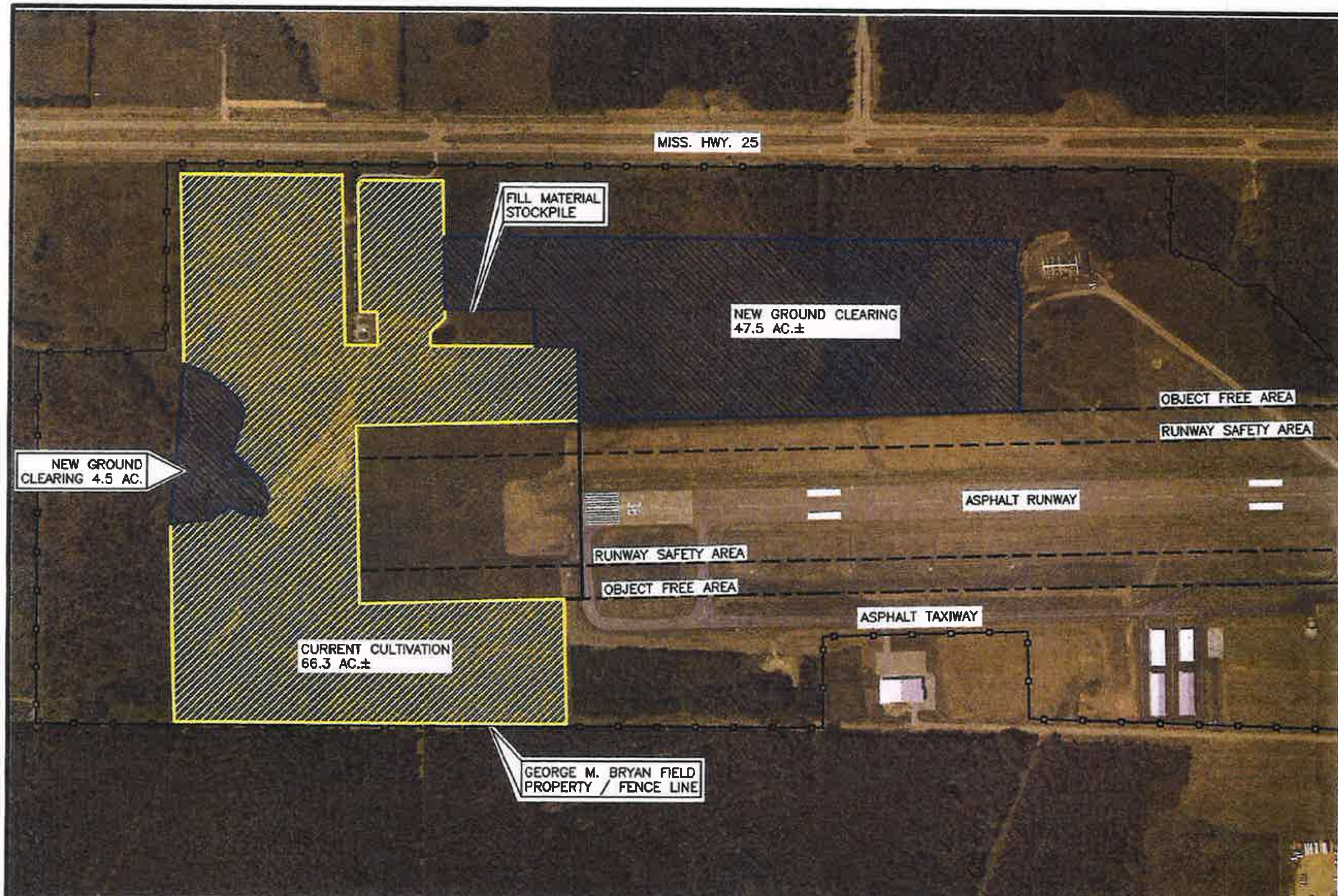
NOTARY PUBLIC

(S E A L)

MY COMMISSION EXPIRES:
Oct 12, 2024

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 249454
JERALD LYLE McCASKEY
Commission Expires
Oct. 12, 2024
OKTIBBEHA COUNTY

1325048_1



CLEARWATER CONSULTANTS, INC. *STARKVILLE, MISSISSIPPI*	GEORGE M. BRYAN FIELD STARKVILLE, MISSISIPPI	SCALE: 1" = 600'± DATE: FEBRUARY 2017	LAND AVAILABLE FOR AGRICULTURAL LEASE	FIGURE 1

8. CONSIDERATION OF ACCEPTING THE LOWER QUOTE OF $6,702.50 FROM G&C SUPPLY CO., INC. FOR MATERIALS NEEDED TO REPLACE SIGNAGE ALONG HIGHWAY 182.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of accepting the lowest quote of $6,702.50 from G&C Supply Co., Inc. for materials needed to replace signage along Highway 182" is enumerated, this consent item is thereby approved.

Three quotes received: G&C Supply Co., Inc. $6,702.50, Vulcan, Inc. $7,252.40 and Custom Products Corporation $7,613.55

9. CONSIDERATION OF THE CITY OF STARKVILLE - MISSISSIPPI STATE UNIVERSITY ACTION PLAN FY22 SAFE STREETS AND ROADS FOR ALL ACTION PLAN GRANT (SS4A) IN THE AMOUNT OF $192,000, WITH A 20% MATCH, WHICH MAY INCLUDE IN KIND SERVICES, AND AUTHORIZATION TO ADVERTISE FOR RELATED CONSULTANT SERVICES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the Safe Streets and Roads for All (SS4A) Action Plan Grant in the amount of $192,000, with a 20% match which may include in kind services and authorization to advertise for related consultant services" is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND OKTIBBEHA COUNTY TO COMPLETE THE SPRING STREET AND MS HWY 12 PEDESTRIAN IMPROVEMENTS PROJECT AS PART OF THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of an Interlocal Agreement with Mississippi State University and Oktibbeha County to complete the Spring Street and MS Hwy 12 Pedestrian Improvements project" is enumerated, this consent item is thereby approved. The agreement follows this page.

11. CONSIDERATION OF AN ADDENDUM TO THE MUNICIPAL ADVISOR AGREEMENT WITH STEPHENS, INC. TO ALLOW STEPHENS, INC TO ADVISE IN THE INVESTMENT OF THE CITY'S FUNDS IN ACCORDANCE WITH THE CITY INVESTMENT POLICY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of an Addendum to the Municipal Advisor Agreement with Stephens, Inc. dated October 20, 2022 which will allow Stephens, Inc. to assist in the investment of the City's funds in accordance with the investment policy dated January 17, 2023" is enumerated, this consent item is thereby approved.

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN STARKVILLE, MISSISSIPPI,OKTIBBEHA COUNTY AND MISSISSIPPI STATE UNIVERSITY FEDERAL AID PROJECT NO. STP-0420-00 (026) LPA/ 109194-701000

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is executed by and between STARKVILLE, MISSISSIPPI (the "City"), Oktibbeha County (the "County") and MISSISSIPPI STATE UNIVERSITY (the "University") effective as of the ___ day of _________, 2022.

WITNESSSETH

WHEREAS, Miss. Code Ann. § 17-13-7 authorizes local governmental units of the State to contract with one another for joint or cooperative action to provide services and facilities; and

WHEREAS, the City, the University and the County (sometimes collectively "the Parties") are authorized to enter into this Agreement pursuant to Miss. Code Ann. § 17-13-7, and independently and cooperatively to exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

WHEREAS, the City, the University, and the County desire to enter into an Interlocal Agreement for the purpose of constructing pedestrian improvements to the intersection of Spring Street and MS Highway 12. ("Spring Street & MS Highway Pedestrian Improvements Project" or "Project")

WHEREAS, the City has applied for and received Federal Transportation Alternative Funds to design and construct the Project; and

WHEREAS, the City reasonably estimates that the total cost of designing and constructing the multi-use path will be $580,000.00, with $400,000.00 coming from Federal Transportation Alternative Funds and the remainder of the cost being split between the Parties; and

WHEREAS, the Parties have determined that it is in their best interest to take action as may reasonably be necessary to facilitate and accelerate the construction of the Project because the Project will provide and improve pedestrian and alternative transportation routes in their jurisdictions; and

WHEREAS, the Parties have found that the construction of the Project is feasible, beneficial, and within the financial resources of the Parties, and will benefit the Parties, and in turn, the general public; and

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

1. **PURPOSE**. This Agreement establishes the protocol and defines the responsibilities and obligations of the Parties in connection with their joint and cooperative efforts to complete the Project. The City proposes to construct the Project with federal funds outlined above. The Parties agree to split the remaining costs as outlined below. The City will oversee all aspects of the construction of the project.

2. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A. The City agrees as follows:

1. To conform throughout the Project to appropriate details and requirements of all applicable state and federal laws.

2. To complete design plans for the Project. This will include all activities and documents normally associated with design of a federal transportation alternatives project.

3. To provide construction management for the Project.

4. To advertise for bids, receive bids, open bids, and award a contract or contracts for construction of the Project.

5. To administer the Project construction contract or contracts, including making all payments to the contractors, and to complete the construction of the Project with other legally available funds of the City.

6. To manage the engineering, bidding, and construction process in a manner that furthers the purpose of this Agreement.

7. To provide an equal one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus one-third (1/3) share of preliminary engineering costs.

B. The University hereby covenant, warrant and agree as follows:

1. To assist the City in every reasonable and appropriate manner by providing the City with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.

2. To provide one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share each of preliminary engineering

costs.

C. The County hereby covenant, warrant and agree as follows:

1. To assist the City in every reasonable and appropriate manner by providing the City with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.

2. To provide one-third (1/3) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-third (1/3) share each of preliminary engineering costs.

3. AMENDMENTS. This Agreement may only be amended in writing as mutually agreed upon by the Parties.

4. DISPOSITION OF PROPERTY. Throughout the operation of this Agreement, and following its expiration, all property attendant to the Project shall remain the property of the original owner.

5. SEVERABILITY. Should any provision of this Agreement be found to be unconstitutional, or otherwise contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possibly to do so, the remainder of this Agreement shall remain in full force and effect.

6. AUTHORITY. Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Miss. Code Sec. § 17-13-7.

SO EXECUTED AND AGREED THIS_____ DAY OF________________, 2022.

CITY OF STARKVILLE, MISSISSIPPI

By: ____________________________________
D. Lynn Spruill, Mayor

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI

By: ____________________________________
Dr. Mark Keenum, President

OKTIBBEHA COUNTY, MISSISSIPPI

By: ____________________________________

Stephens

Jackson T. Stephens, 1923-2005
Chairman Emeritus in Perpetuity

January 24, 2023

Webb Corban, CPA
Finance Director
100 West Main Street
Starkville, MS 39759

Dear Webb,

This should serve as an addendum to our Municipal Advisor Agreement dated October 20, 2022.

Proposed Services

The City has requested our services with regard to investing City funds, to include the following:

1) Participate in discussions with City officials regarding the investment of bond funds as well as excess City funds.
2) Review proposed investment policy.
3) Participant in discussions with various parties regarding investment opportunities and avenues for investing City funds.
4) Evaluate and summarize investment options for the City.
5) In the event the City proceeds with direct investing and requests Stephens' involvement, services may include providing CUSIPS for Treasury purchases and related yield analysis.
6) If requested by the City, assist with purchase of Treasury SLGS for bond funds.

Proposed Fee Arrangement

No fee will be charged for Proposed Services 1) through 4). For Proposed Services 5) and 6), the fee is $250 per transaction/trade.

We appreciate the opportunity to work with the City of Starkville.

Sincerely,

Pierce Moore
Vice President

Accepted by:

Date: 2-7-2023

City of Starkville, Mississippi
D. Lynn Spruill, Mayor

Stephens Inc. | Suite 202 140 Township Ave. Ridgeland, MS 39157 | 601-605-5661 t 601-605-5670 f 800-643-9691 toll free | www.stephens.com

12. CONSIDERATION OF CUSTODY AGREEMENT WITH U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION TO ALLOW CITY TO ESTABLISH A CUSTODIAN ACCOUNT WITH U.S. BANK TRUST COMPANY THAT WILL ALLOW CITY TO INVEST FUNDS AS DESCRIBED IN THE INVESTMENT POLICY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of a Custody Agreement with U.S. Bank Trust Company to allow City to invest in certain securities as defined in the Investment Policy with U.S. Bank Trust Company serving as custodian" is enumerated, this consent item is thereby approved. The agreement follows this page.

13. CONSIDERATION TO HIRE DAVID CARRAWAY AS A MANAGER OF ACCOUNTING & FINANCE IN THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval to hire David Carraway as a Manager of Accounting & Finance in the Utilities Department" is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE CURTIS ANDERSON AS A SANITATION WORKER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval to hire Curtis Anderson as a Sanitation Worker in the Sanitation & Environmental Services Department" is enumerated, this consent item is thereby approved.

15. APPROVAL TO HIRE COURTLIN JONES AS A DEPUTY COURT CLERK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval to hire Courtlin Jones as a Deputy Court Clerk" is enumerated, this consent item is thereby approved.

16. APPROVAL OF THE PROMOTION OF EDWIN SUGGS TO THE RANK OF LIEUTENANT IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the promotion of Edwin Suggs to the rank of Lieutenant in the Starkville Fire Department" is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE DALTON AVENT, CALEB LOFTIS, TYLER TANN AND DUNCAN WILLIAMS AS ENTRY LEVEL FIREFIGHTERS AND GERON GILL, AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval to hire Dalton Avent, Caleb Loftis, Tyler Tann and Duncan Williams as Entry Level Firefighters and Geron Gill, as a Certified Firefighter" is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE LOVELY FAIRLEY AS AN ENGINEERING INTERN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval to hire Lovely Fairley as an Engineering Intern in Starkville Utilities" is enumerated, this consent item is thereby approved.

CUSTODY AGREEMENT

This custody agreement (the "Agreement") dated as of February 7th, 2023 (the "Effective Date"), is between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, as Custodian ("Custodian") and City of Starkville, Mississippi ("Company") a political subdivision of the State of Mississippi ("State") organized and existing under the Constitution and laws of the State.

The parties hereby agree as follows:

1. Appointment and Acceptance.

1.1 Company hereby appoints Custodian to provide custody services in connection with securities, cash and other property delivered from time to time to Custodian hereunder by, or at the direction of, Company, and income, distributions and payments received by Custodian with respect thereto (collectively the "Assets"); and Custodian hereby agrees to hold the Assets in a custody account established in the name of Company (the "Account"), upon the terms and conditions set forth below.

1.2 All references contained herein to actions, directions, and responsibilities (other than the obligations set forth in Sections 12 and 14) of Company shall include, apply to and be binding upon Company's agents, including any investment manager or advisor, appointed, and authorized by Company to direct Custodian or otherwise take actions on behalf of Company in connection with Custodian's services and responsibilities hereunder. Company shall provide written notice to Custodian of the identity of all such appointed agents and the scope of their authority to act or direct Custodian hereunder.

1.3 In the event that Company requires Custodian to establish one or more sub-accounts within the Account under this Agreement ("Sub-Accounts"), Custodian shall open such accounts pursuant to Custodian's account opening procedures in effect at the time. The term "Account" as used in this Agreement shall refer to one or all the Sub-Accounts, as the context of this Agreement shall require. The Company directs the Initial subaccounts according to Schedule D.

1.4 Custodian shall have no duties or responsibilities except those specifically set forth herein and shall not be liable except for failure to perform the duties and obligations set forth herein. No implied duties, responsibilities, representations, warranties, covenants, or obligations shall be read into this Agreement against Custodian.

2. Asset Delivery, Transfer, Custody and Safekeeping.

2.1 Company will from time to time deliver, or cause to be delivered, Assets to Custodian. Custodian shall receive and accept such Assets for the Account upon Appropriate Instructions (defined in Section 11.1) from Company. Custodian shall keep records of all transactions involving the Account and Assets belonging to the Account. Custodian shall not have any responsibility or liability for any assets of Company that are not delivered to and received by Custodian.

2.2 Upon receipt of Appropriate Instructions, Custodian shall return Assets to Company, or deliver Assets to such location or third party as Appropriate Instructions may indicate, provided that in connection therewith it is the sole responsibility of Company to provide any transfer documentation as may be required by the applicable Depository (defined in Section 3.3) or third-party recipient. Custodian shall have no power or authority to assign, hypothecate, pledge, or otherwise dispose of any Assets, except as provided herein or pursuant to Appropriate Instructions.

2.3 As part of the services for which Custodian charges its basic fee hereunder, Custodian shall furnish Company with monthly Account statements reflecting all Asset transactions in the Account during the reporting period and ending Asset holdings. To the extent Company has established an account in Custodian's on-line portal, Custodian will furnish such Account statements by way of such system. Failure to inform Custodian in writing of any error or omission in any such account statement within 90 days after receipt will conclusively be deemed confirmation and approval by Company of such account statement.

2.3.1 If Company wishes Custodian to report on Assets that are not in control of Custodian and Custodian agrees, Company shall execute Custodian's CLIENT CONTROL ADDENDUM, which shall be provided to Company upon request.

2.3.2 Custodian is not an investment manager of the Assets. The Account statements described above (including their timing and form) will serve as the sole written notification to Company of any securities transaction effected by Custodian for the Account unless Company requests that Custodian provide written notification of such transactions pursuant to 12 CFR 12.4(a) or 12 CFR 12.4(b) at no additional cost to Company.

2.4 Custodian shall forward to Company, or Company's designated agent identified in Section 17.4 (or as identified in a separate written designation by Company that is received by Custodian) all information it receives with respect to any of the Assets concerning redemption rights that are exercisable at Company's option, tender or exchange offers, all proxy material it receives with respect to securities included among the Assets and all other special matters or shareholder rights. This Section 2.4 is subject to the following exceptions:

2.4.1 Exception: If Custodian receives a class action litigation proof of claim in respect to any of the Assets, Custodian shall file such claim on behalf of Company, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.

2.4.2 Exception: Custodian will not forward so-called "mini-tenders" to Company or its designated agent. Mini tenders are tender offers for a small amount of the outstanding securities of a "target" company, generally with an offer price at or below market value. For equity issues, unless a tender offer is made for 5% or greater of the outstanding securities and is subject to Securities and Exchange Commission ("SEC") review, the tender offer will not be forwarded by Custodian.

2.4.3 Exception: No tender offer will be forwarded by Custodian for a debt issue if, (i) it is not registered with the SEC, (ii) it has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause, or (iii) the offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.

2.5 Absent Custodian's receipt of specific investment directions to the contrary from Company, Custodian is hereby authorized and directed by Company to hold funds in the investment indicated on Schedule A hereto. If applicable, Company acknowledges receipt of a current copy of the prospectus for the investment authorized in Schedule A prior to providing such direction.

3. Powers of Custodian. In the performance of its duties hereunder, Custodian shall have the following powers:

3.1 To register any of the Assets in the name of Company or in Custodian's name or in the name of a nominee of Custodian or in the name of Custodian's agent bank or to hold any of the Assets in unregistered form or in such form as will pass title by delivery, provided that such Assets shall always be recorded in the Account as belonging to Company. In consideration of Custodian's registration of any securities or other property in the name of Custodian or its nominee or agent, Company agrees to pay on demand to Custodian or to Custodian's nominee or agent the amount of any loss or liability, claimed or asserted against Custodian or Custodian's nominee or agent by reason of such registration.

3.2 To make, execute, acknowledge, and deliver all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to carry out the duties described, and powers granted herein.

3.3 To maintain qualifying Assets in any registered clearing agency such as the Depository Trust Company or in a Federal Reserve Bank (collectively a "Depository"), and to permit such deposited Assets to be registered in the name of Custodian, Custodian's agent or nominee or Depository, on the records of a Depository and to employ and use securities depositories, clearing agencies, clearance systems, sub-custodians or agents located outside the United States in connection with transactions involving foreign securities.

3.4 To employ agents and to delegate duties to them as it sees fit and to employ or consult with experts, advisors, and legal counsel (who may be employed by Company) and shall be fully protected in relying on information and advice received from such agents, experts, advisors, and legal counsel.

3.5 To perform all other ministerial acts deemed by Custodian necessary or appropriate to the proper discharge of its duties hereunder.

3.6 To hold uninvested cash awaiting investment or distribution and to deposit the same, with or without interest, in the commercial or savings departments of Custodian.

3.7 To withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction. With respect to such Assets that are the subject of a dispute, Custodian may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Company will reimburse Custodian for any expenses, fees, costs, or other charges incurred by Custodian in filing such petition and implementing such directions, including, but not limited to, attorney's fees. Before disbursing Assets pursuant to such directions, Custodian will deduct therefrom an amount in payment or reimbursement for all amounts due to Custodian under this Agreement.

4. Purchases. Upon the receipt of Appropriate Instructions from Company, Custodian shall purchase securities for Company on a contractual settlement basis. Company's legal obligation to pay for such purchases arises immediately upon Custodian's receipt of such Appropriate Instructions. Company hereby covenants and agrees that (i) it shall not instruct Custodian to sell any Asset until such Asset has been fully paid for by Company, and (ii) Company shall not engage in any practice whereby Company relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

5. Sales. Upon receipt of Appropriate Instructions from Company, Custodian will deliver Assets held by it as Custodian hereunder and sold by or for Company against payment to Custodian of the amount specified in such Appropriate Instructions in accordance with the then current securities industry practices and in form satisfactory to Custodian. Custodian will not hold physical securities in the account.

6. Settlements.

6.1 Custodian shall provide Company with settlement of all purchases and sales of Assets in accordance with Custodian's then prevailing settlement policies if Custodian has timely received all funds and other information necessary to complete the transaction.

6.2 To avoid a deficiency in the Account, Company covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Company shall not notify a separate financial institution that it intends to settle purchases out of the Account without sufficient Assets to do so.

6.3 Custodian shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Company to purchase or sell securities for the Account.

6.4 Notwithstanding anything to the contrary, (i) if Custodian has advanced funds on behalf of Company for the purchase or settlement of Assets, any deposit of such Assets into the Account shall be provisional, subject to reversal if Custodian does not receive Full Payment (defined below) for such Assets, (ii) Custodian shall retain all interest, ownership and title to Assets for which Custodian has not received Full Payment, including the right to dispose of the Assets, until Custodian has been paid in full for any such Assets, and (iii) nothing in this Agreement shall constitute a waiver of any of Custodian's rights as a securities intermediary under Uniform Commercial Code §9-206 as in effect in the Jurisdiction (defined in Section 17.8). For the purposes of this Agreement, the term "Full Payment" with respect to any Asset shall mean Custodian's receipt of payment in full, in immediately available funds, in an amount equal to the purchase and settlement cost of that Asset

7. Corporate Actions. In connection with any mandatory conversion of Assets pursuant to their terms, reorganization, recapitalization, redemption in kind, consolidation or other exchange transaction that does not require or permit approval by the owner of the affected Assets, Custodian will tender, or exchange securities held for other securities, for other securities and cash, or for cash alone.

8. Collections.

8.1 Custodian shall collect all income, principal, and other distributions due and payable on Assets held either by Custodian or a Depository but shall be under no obligation or duty to act to effect collection of any amount if the Assets upon which such payment is due are in default, or if payment is refused after due demand and presentation. If Custodian receives notice of default or refusal to pay from an issuer or transfer agent, Custodian shall so advise Company.

8.2 Collections of monies in foreign currency, to the extent possible, are to be converted into United States dollars at customary rates through customary banking channels, including Custodian's own banking facilities, and in accordance with Custodian's prevailing policies for foreign funds repatriation. Custodian shall have no responsibility for risks, expenses or fluctuating exchange rates affecting collections or conversions related to foreign assets.

9. No Discretionary Authority; Standard of Care.

9.1 Company and Custodian acknowledge that Custodian is not a fiduciary with respect to any Asset or Company and the duties of Custodian hereunder do not include discretionary authority, control, or responsibility with respect to the management or disposition of any Asset; or authority or responsibility to render investment advice with respect to any Asset. In addition, it is agreed that:

9.1.1 Custodian shall have no duty to make any evaluation or to advise anyone of the suitability or propriety of action or proposed action of Company in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset. Custodian shall have no duty or authority to review, question, approve or make inquiries as to any investment instructions given pursuant hereto. Custodian shall be under no duty or obligation to review the securities or other property held in the Account with respect to prudence or diversification.

9.1.2 Custodian shall not be liable for any loss or diminution of Assets by reason of investment experience or for its actions taken in reliance upon a direction or other instruction from Company or Company's agent.

9.1.3 Custodian shall have no duty or responsibility to monitor or otherwise investigate the actions or omissions of Company.

9.1.4 Custodian shall have no responsibility for the accuracy of Asset valuations quoted by outside services or sources.

9.1.5 Custodian shall only be responsible for the performance of such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Custodian. Custodian's sole responsibility shall be for the safekeeping of the Assets in accordance with Custodian's customary practices and disbursement thereof in accordance with the terms of this Agreement. The Custodian shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation any other agreement between any or all the parties hereto or any other persons even though reference thereto may be made herein. In no event shall Custodian be liable for indirect, special, or consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Custodian has been advised of the likelihood of such damages or penalty and regardless of the form of action damages.

9.1.6 Custodian shall not be liable for a failure to take an action required under this Agreement in the event and to the extent that the taking of the action is prevented or delayed by war, revolutions, terrorism, insurrection, riot, civil commotion, acts of God, epidemic, accident, fire, explosion, stoppage of labor, strikes or other differences with employees, communication line failures, computer viruses, attacks or intrusions, laws, regulations, orders or other acts of any governmental authority or any other cause whatsoever beyond its control; nor shall any such failure or delay give Company the right to terminate this Agreement, except as provided in Section 15 of this Agreement.

9.1.7 Custodian shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Custodian's gross negligence or willful misconduct in connection with a material breach of this Agreement was the sole cause of any loss to Company.

9.2 Custodian may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel.

10. Books, Records and Accounts. Custodian will make and maintain proper books of account and complete records of all Assets and transactions in the Account maintained by Custodian hereunder on behalf of Company.

Custodian will preserve for the periods prescribed by applicable federal statute or regulation all records required by such statutes or regulations to be so maintained.

11. <u>Instructions and Directions</u>.

11.1 The following shall constitute appropriate instructions ("<u>Appropriate Instructions</u>") if delivered in compliance with the requirements of Section 11.3 hereof: written instructions including a letter, memorandum, or other means of written communication, which Custodian believes is (i) given by any person whose name is listed on the most recent certificate delivered by Company to Custodian which lists those persons authorized to give orders, and instructions in the name of and on behalf of Company ("<u>Authorized Persons Certificate</u>") or (ii) given by any other person duly authorized by Company to give instructions or directions to Custodian hereunder or who Custodian believes to be so authorized (for example an investment adviser or other agent designated by Company). Custodian may assume that any such person or agent continues to be so authorized, until Custodian receives notice to the contrary from Company (or, with respect to any such employee of any such agent, from such agent).

11.2 [reserved]

11.3 All notices, approvals, consents, requests, and other communications hereunder shall be in writing (provided that each such communication to Custodian shall be delivered (i) by personal delivery, or (ii) by national overnight courier service, or (iii) by certified or registered mail, return receipt requested, or (iv) via facsimile transmission, with confirmed receipt or (v) by email. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section 11.3, acknowledges having received that email (with an automatic "read receipt" or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section 11.3.). Company assumes full responsibility for the authenticity and security of electronic signatures and electronically transmitted communications, whether sent by Company or Custodian. Such notices shall be sent the applicable party or parties at the address specified below:

If to Company, at:

City of Starkville, Mississippi
ATTN: Webb Corban, Finance Director
110 West Main Street
Starkville, MS 39759
Telephone: 662-323-2525 ext. 3118
Email: w.corban@cityofstarkville.org

If to Custodian, at:

U.S. Bank Trust Company, National Association, as Custodian
ATTN: Wallace Duke-Global Corporate Trust Services
Address:P. O. Box 4026
Brandon, MS 39047
Telephone: 601-383-5847
Email: Wallace.duke@usbank.com

and to:

U.S. Bank Trust Company, National Association
ATTN: Melissa McClellion
Trust Finance Management
214 N Tryon Street
Charlotte, NC 28202-1078
Telephone: 704-335-4632
Email: melissa.mcclellion@usbank.com

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received.

11.4 In the event that Custodian is directed to deliver Assets to any person other than Company, Appropriate Instructions must include, and Company shall supply to Custodian all necessary funds transfer instructions.

11.5 Custodian may conclusively rely and shall be fully protected in acting or refraining from acting upon any direction, instruction, resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

11.6 In the event Asset transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, the Custodian is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule B hereto, and the Custodian may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing received and acknowledged by Custodian and shall be effective only after Custodian has a reasonable opportunity to act on such changes. If the Custodian is unable to contact any of the designated representatives identified in Schedule B, the Custodian is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Company's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as the Custodian may select. Such Executive Officer shall deliver to the Custodian a fully executed incumbency certificate, and the Custodian may rely upon the confirmation of anyone purporting to be any such officer. Company agrees that the Custodian may at its option record any telephone calls made pursuant to this Section. The Custodian in any funds or Asset's transfer may rely solely upon any account numbers or similar identifying numbers provided by Company to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. The Custodian may apply any of the Assets for any payment or transfer order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of Assets to a bank other than the beneficiary's bank or an intermediary bank designated. Company acknowledges that these optional security procedures are commercially reasonable.

12. Compensation, Security.

12.1 Company shall, upon demand, (a) reimburse Custodian for costs incurred by it hereunder, and (b) pay to Custodian fees for its services under this Agreement as set forth in Schedule C.

12.2 If any advance of funds is made by Custodian on behalf of Company to purchase, or to make payment on or against delivery of securities or there shall arise for whatever reason an overdraft in the Account, or if Company is for any other reason indebted to Custodian, including, but not limited to, any advance of immediately available funds to Company with respect to payments to be received by Custodian in next-day funds (which Company acknowledges Company is liable to repay if Custodian does not receive final payment), Company agrees to repay Custodian on demand the amount of the advance, overdraft or other indebtedness and accrued interest at Custodian's Prime Rate. As used in this Agreement, "Prime Rate" means the rate of per annum interest which U.S. Bank Trust Company, National Association ("USBNA") announces publicly or otherwise makes available to the public from time to time as its "prime rate" (currently calculated on the basis of the actual number of days elapsed over a year of 360 days) with any change in the "prime rate" to be effective on and as of the date of any change in said "prime rate". The Prime Rate and the calculation thereof may be established by USBNA in its sole discretion and is not necessarily the lowest rate of interest offered by USBNA to its most creditworthy customers. The Prime Rate is a variable or fluctuating rate which increases or decreases from time to time.

12.3 In the event of an advance of funds by Custodian, or if any overdraft is created by Account transactions, or if Company is otherwise in default of any obligation to Custodian, Custodian may directly charge the Account and deduct such payment therefrom.

12.4 In the event that a compensation or indemnity payment due Custodian is past due, such amount may be charged to the Account and Custodian may deduct such payment therefrom.

12.5 To secure such payment obligations as are set forth under this Section 12 or Section 14, Company does hereby grant to Custodian a first security interest in, lien upon and rights of sale and setoff against and deduction from all Assets up to the amount of any deficiency or other indebtedness to Custodian.

12.6 None of the provisions of this Agreement shall require Custodian to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder.

13. Company Responsibility. Company shall be responsible for the review of all reports, accountings and other statements provided by Custodian, and shall within 90 days following receipt thereof notify Custodian of any mistakes, defects or irregularities contained or identified therein, after which time all such matters shall be conclusively deemed ratified, approved, and correct and shall not provide any basis for claim or liability against Custodian.

14. Indemnification.

14.1 Company hereby agrees to indemnify Custodian and its affiliates, officers, directors, employees, and agents (each, a "Indemnified Party") and hold each Indemnified Party harmless from and against any costs, losses, claims (whether asserted by Company or any other person or entity), liabilities, fines, penalties, damages, and expenses (including reasonable fees of attorneys and other professionals) (collectively, "Liabilities") arising out of: fully and promptly

14.1.1 Custodian's actions or omissions hereunder; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any Liabilities finally determined by a court of competent jurisdiction, subject to no further appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Custodian's material breach of this Agreement; or

14.1.2 Custodian's action taken or omitted hereunder or upon any direction, instruction, information, order, indenture, stock certificate, power of attorney, assignment, affidavit or other instrument delivered hereunder to Custodian and believed by Custodian to be genuine or to bear the signature of a person or persons authorized by Company to sign, countersign or execute the same.

14.2 Company further agrees to indemnify and hold harmless each Indemnified Party for costs and expenses incurred by such Indemnified Party in enforcing Company's obligations hereunder.

14.3 The obligations of this Section 14 and Section 12 shall survive the termination of this Agreement and Custodian's removal or resignation.

15. Termination.

15.1 This Agreement will remain in effect until terminated by either party giving written notice thirty days in advance of the termination date.

15.2 Upon termination of this Agreement, Custodian shall follow such reasonable Company instructions concerning the transfer of Assets, provided that:

15.2.1 Custodian shall have no liability for the costs of shipping and insurance associated therewith; and

15.2.2 Custodian shall not be required to make any delivery or payment until (a) full payment shall have been made by Company of all liabilities constituting a charge on or against Custodian, and (b) full payment shall have been made to Custodian of all its compensation, costs, including special termination costs, if any, and expenses hereunder; and

15.2.3 Custodian shall have been reimbursed for any advances of monies or securities made hereunder to Company. If any Assets remain in the Account after termination, Custodian shall require further transfer instructions regarding delivery of Assets to Company or a successor custodian. If a successor custodian is not appointed by Company within 30 days after termination notice is given, Company acknowledges and agrees that Custodian may petition a court of competent jurisdiction regarding such appointment and charge the Account for fees and expenses involved therein.

15.3 Upon termination of this Agreement, all obligations of the parties to each other hereunder shall cease, except that all payment and indemnification provisions herein shall survive with respect to any Liabilities arising from events prior to, or in connection with, such termination.

16. Binding Obligations. Company and Custodian each hereby represent and warrant that this Agreement constitutes its legal, valid, and binding obligation enforceable in accordance with the terms hereof, subject, as to enforcement of remedies, to applicable bankruptcy and insolvency laws, and to general principles of equity.

17. General Provisions.

17.1. Tax Responsibility. Custodian shall have no responsibility for the tax consequences of this Agreement and Company shall consult with independent counsel concerning all tax matters. Company shall provide Custodian Form W-9 and an original Form W-8, as applicable, for each payee, together with any other documentation and information requested by Custodian in connection with Custodian's reporting obligations under this Agreement. If such tax documentation is not so provided, Custodian is authorized to withhold taxes as required by the Internal Revenue Code and related regulations. Except as otherwise agreed by Custodian in writing, Custodian has no tax reporting or withholding obligation except to the IRS with respect to IRS Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and IRS Form 1099 and IRS Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any. Custodian shall have no responsibility for Form 1099-MISC reporting with respect to disbursements that Custodian makes in an administrative or ministerial function to vendors or other service providers and shall have no tax reporting or withholding duties with respect to the Foreign Investment in Real Property Tax Act.

17.3 Shareholder Communications Act Authorization. The Shareholder Communications Act of 1985, as amended, requires Custodian to make an effort to permit direct communications between a company that issues securities and the shareholder that exercises shareholder rights with respect to those securities. Unless Company specifically directs Custodian in writing not to release Company's name, address and security position to requesting companies, Custodian is required by law to disclose Company's name and address to such companies. Company hereby responds to the following question [the absence of a response will mean "Yes"]:

Does Company authorize Custodian to provide its name, address and security position to requesting companies whose stock is owned in this Account? ☐ Yes / ☐ No

17.4 Company's Agent – Shareholder Rights. Should Company require that a designated agent for the Account, such as an investment advisor, be responsible for proxy voting and other special matters and shareholder rights as specified in Section 2.4 above, Company shall provide the name and address of that agent below. Such agent shall be removed upon Custodian's receipt of a written removal from Company. Company may designate more than one agent to be responsible for separate sub-Accounts or investment accounts under this Agreement by providing a clear, written designation to that effect to Custodian. Custodian has no authority or responsibility with regard to proxy voting or any similar special matters. Therefore, Custodian may not be designated below unless Custodian has separately agreed in writing to act as investment advisor for the Account.

Designated Agent: ______________________________
Address: ______________________________
Telephone Number: ______________________________

17.5 Publicity. Neither party will (a) use the other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify the other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of the other party.

17.6 Complete Agreement; Modification. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter, supersedes all existing agreements, both oral and written, between the parties concerning the subject, and cannot be amended or modified in any manner except by a written agreement executed by both parties.

17.7 Governing Law; Venue. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Mississippi (the "Jurisdiction") applicable to agreements made and to be performed in the Jurisdiction, without regard to the Jurisdiction's conflict of laws rules. All legal actions or other proceedings directly or indirectly relating to this Agreement shall be brought in federal court (when available, or state court when federal court is not available) sitting in the Jurisdiction. By execution of this Agreement, the parties submit to the courts of the Jurisdiction. To the extent that Custodian or Company may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.

17.8 Assignment. No party may assign any of its rights hereunder without the consent of the other party.

17.9 Separability. If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

17.10 No Agency or Third-party Rights. In performing its services hereunder, Custodian is acting solely on behalf of Company. No agency, contractual or service relationship shall be deemed to be established hereby between Custodian and any other person or entity. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person other than Company, Custodian and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17.11 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. The delivery of copies of this Agreement as executed by PDF or facsimile transmission shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

17.12 Legal Actions affecting Account. If Custodian is served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order relating to the Account, (a "Legal Action") Custodian will comply with that Legal Action and shall be protected, indemnified, and held harmless therefrom. Company will reimburse Custodian for all fees and expenses Custodian incurs in responding to any Legal Action affecting the Assets or the Account (including but not limited to the fees of attorneys and other professionals). If any portion of the Assets is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Custodian is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Custodian complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

17.13 Abandoned Property. Any Assets remaining unclaimed or abandoned by Company for a period of time as is set forth in the applicable state's abandoned property, escheat, or similar law shall be delivered to the proper public official pursuant to law and Custodian shall be held harmless therefrom. This Section shall survive the termination of the Agreement.

17.14 Waiver of Jury Trial. Each of the parties hereby irrevocably waive all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort or otherwise) directly or indirectly arising out of or relating to this Agreement.

17.15 Brokerage Confirmations. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, Company waives receipt of such confirmations, to the extent permitted by law. The Custodian shall furnish a statement of security transactions on its regular monthly reports.

17.16 Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust, or other legal entity, Custodian asks for documentation to verify its formation and existence as a legal entity. Custodian may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

17.17 Electronic Transmission; Electronic Signatures. Custodian shall not have any duty to confirm that the person sending any notice, instruction or other communication (a "Notice") by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Custodian to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Custodian) shall be deemed original signatures for all purposes. Company assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Custodian, including without limitation the risk of Custodian acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Custodian may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Custodian in lieu of, or in addition to, any such electronic Notice.

17.18 Services Not Exclusive. Custodian is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature. Nothing herein shall preclude Custodian from acting in any other capacity for Company or for any other person or entity.

[*signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative effective as of the Effective Date.

City of Starkville, Mississippi (**Company**)

By: ______________________________

Title: Lynn Spruill, Mayor

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Custodian

By: ______________________________

Title: Wallace L. Duke, Jr. Vice President

SCHEDULE A

FIRST AMERICAN FUNDS: AUTOMATIC MONEY MARKET INVESTMENTS INVESTMENT AUTHORIZATION LETTER

Based upon client's prior review of investment alternatives, in the absence of further specific written direction to the contrary, U.S. Bank National Association ("USBNA") or U.S. Bank Trust National Association ("USBTNA") is hereby directed to invest and reinvest proceeds and other available moneys in the following fund as permitted by the operative documents:

First American U.S. Treasury Money Market Fund Class Y Shares

PLEASE REFER TO THE PROSPECTUS OF FIRST AMERICAN FUNDS, INC. WHICH YOU HEREBY ACKNOWLEDGE HAS PREVIOUSLY BEEN PROVIDED. NOTE THAT THE ABOVE FUNDS' INVESTMENT ADVISOR, CUSTODIAN, DISTRIBUTOR AND OTHER SERVICE PROVIDERS AS DISCLOSED IN THE FUNDS PROSPECTUS ARE U.S. BANK NATIONAL ASSOCIATION AND AFFILIATES THEREOF. U.S. BANK DOES NOT HAVE A DUTY NOR WILL IT UNDERTAKE ANY DUTY TO PROVIDE INVESTMENT ADVICE TO YOU. U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR. **FOR INFORMATION ABOUT OTHER AVAILABLE SWEEP OPTIONS, CONTACT YOUR ACCOUNT MANAGER.**

U.S. Bank National Association (or U.S. Bank Trust National Association) will not vote proxies for the First American Funds. Proxies will be mailed to you for voting.

SHAREHOLDER COMMUNICATIONS ACT AUTHORIZATION

The Shareholder Communications Act of 1985 and its regulation require that banks and trust companies make an effort to facilitate communication between registrants of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless you indicate your objection below, we will provide the obligatory information to the registrant upon request. Your objection will apply to all securities held for you in the account now and in the future unless you notify us in writing.

_______ I object to US Bank providing my name, address, and securities positions to requesting issuers.
(Initial, check, or place an X on the |blank| to indicate your objection)

Acknowledgments. Client Acknowledges that:

1.1. Shares of Mutual Funds are not deposits or obligations of, or guaranteed by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporations, the Federal Reserve Board, or any other government agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value.

1.2. Same-day Settlement. If USBNA (or USBTNA) receives a direction to purchase or redeem Sweep Vehicle shares by the fund's established U.S. Bank cut-off time (the "Internal Trading Cut-off"), then such entity will settle the purchase or redemption on the same business day, subject to the Sweep Vehicle's cut-off and policy for determining when a purchase or redemption order is considered to be received. Meeting the Internal Trading Cut-off does not guarantee same-business-day settlement.

1.3. Advance of Funds. If USBNA (or USBTNA) receives a direction to redeem Sweep Vehicle shares (the "Redemption Direction") and to disburse or invest the proceeds thereof before the redeemed shares settle (the "Proceeds Direction"), then they have the power to (i) determine the dollar amount of anticipated proceeds based on the net asset value ("NAV") most recently determined (ii) advance funds in that dollar amount in furtherance of settling the redemption and, as applicable, the purchase; (iii) determine the number of shares redeemed based on the NAV at settlement; and (iv) as part of USBNA's (or USBTNA's) compensation for servicing the Account, retain the yield paid on Sweep Vehicle shares that were treated as redeemed. USBNA (or USBTNA) reserves the right not to advance funds, including where the Sweep Vehicle has a floating NAV and the dollar amount of the Proceeds

SCHEDULE A Continued

Direction is at least 99% of the dollar value of all Sweep Vehicle shares in the Account based on the NAV most recently determined.

1.4. Fund-level Fees. USBNA (or USBTNA), U.S. Bancorp Asset Management, Inc. ("USBAM"), U.S. Bancorp Fund Services, LLC, ("USBFS") and Quasar Distributors, LLC ("Quasar") are affiliates of U.S. Bancorp (collectively with U.S. Bancorp, "U.S. Bank"). USBAM is the investment advisor to the Mutual Funds in the First American Funds, Inc. family (the "First American Funds"). U.S. Bank may enter into agreements with First American Funds, other Mutual Funds, or any Mutual Funds' service providers (including investment advisers, administrators, transfer agents, or distributors) whereby U.S. Bank provides services to Mutual Funds, including, as applicable, services provided by USBAM (investment advisory, shareholder services), by USBNA (or USBTNA) (custody, securities-lending, shareholder services, National Securities Clearing Corporation (NSCC) networking), by USBFS (accounting, administration, transfer agency, sub-transfer agency), and by Quasar (distribution, principal underwriting) and receives fees for these services. The fees received by Quasar may include distribution and service fees paid under a plan of distribution adopted pursuant to Rule 12b-1 under the Investment Company Act of 1940. The fees may be received from the Mutual Fund or its investment advisor, administrator, transfer agent, distributor, or other agent; are based on investment in a Mutual Fund, may vary by Mutual Fund and by class of shares issued by the Mutual Fund, are charged against the Mutual Fund's assets, and reduce the Mutual Fund's average daily balance and investment yields. From time to time, a Mutual Fund's service provider may voluntarily waive a portion of the fees it is entitled to receive for serving the Mutual Fund. If a waiver is in effect, then the Client's approval of the fees described herein includes approval up to the Sweep Vehicle's total annual operating expenses before waivers; if the service provider terminates the waiver as provided in the Sweep Vehicle's prospectus, the approval persists.

1.5. Directed Account. USBNA (or USBTNA) (i) has no discretion to invest Account assets (such as discretion to select the Sweep Vehicle; determine whether, or what amount of, Account assets will be used to purchase a position in the Sweep Vehicle; or redeem Sweep Vehicle shares) and (ii) does not render investment advice with respect to Account assets. Nor will USBNA's (or USBTNA's) power to advance funds in furtherance of settlement, whether exercised or not, be deemed to be such discretion or advice.

1.6. Revocation. The Client acknowledges that as part of its account administration fee package, it has directed investment in a money market fund that has several share classes. If client chooses to direct investment in a different class of the fund (or any other sweep investment), client agrees to renegotiate its account administration fee package in good faith.

2. Representations and Warranties. Represents and warrants that (i) the Client is independent of U.S. Bank; has discretionary authority to select the investments and approve the fees described herein for the Account; received, read, and understood the Sweep Vehicle's prospectus and fund fact-sheet, including the sections thereof describing fees, gates, expenses, cut-offs, and compensation, before Account assets were first invested in the Sweep Vehicle; and understands and approves the services and fees described herein; (ii) if the Account assets are subject to the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), then the Client is a trustee under ERISA §403(a) with respect to the assets, a "named fiduciary" with respect to the plan within the meaning of ERISA §402(a), or an "investment manager" within the meaning of ERISA §3(38) with respect to the assets that has been delegated the authority to manage, acquire, and dispose of such assets pursuant to ERISA §402(c)(3); and (iii) the foregoing designation, direction, acknowledgments, representations and warranties are made according to the Account's governing service agreement and are not contrary to applicable law.

SCHEDULE A Continued

INVESTMENT DISCLOSURE AND AUTHORIZATION LETTER
U.S. Bancorp and U.S. Bank Money Center

Proprietary and Non-Proprietary Products

U.S. Bancorp U.S. Bank National Association, and U.S. Bank Trust Company, National Association (collectively, "U.S. Bank") offer investment trading services to Global Corporate Trust customers ("Accounts") through their fixed income trading unit or an affiliated broker dealer (collectively the "Money Center"). Such trades may include: fixed income U.S. Government securities; U.S. Government Agency securities; negotiable or non-negotiable certificates of deposit; unsecured commercial paper; bank notes; medium term notes; municipal bonds; corporate bonds; and variable rate demand notes for which U.S. Bancorp, its affiliates, or an associated party is the issuer or product provider, e.g., U.S. Bank Notes and U.S. Bancorp Medium Term Notes (collectively "Proprietary Assets"). Specific information on assets available through the Money Center, including credit ratings, may be obtained upon request to your Relationship Manager.

Global Corporate Trust customers using the Money Center receive competitive market pricing on directed asset transactions as follows:

Non-Proprietary Assets. Purchasers are charged a spread or "mark" which is the difference between the Money Center's purchase price for the asset and the sale price to an Account. The mark on non-proprietary assets is typically less than .50% of the securities' par value, and in no case will it exceed 2% of the securities' par value, calculated on an annualized basis.

Proprietary Assets. U.S. Bank receives a financial benefit from the sale of Proprietary Assets. The yield for Proprietary Assets is set as a spread below U.S. Bank's wholesale funding cost, i.e., the cost of raising funds from other, non-retail sources. Generally, the resulting financial benefit to U.S. Bank will be equivalent to .25% to .75% of the product's par value calculated on an annualized basis.

Time Deposits. All time deposits now or hereafter maintained by U.S. Bank for the Account through the Money Center will earn interest from the date of deposit until their respective maturity dates computed at the rate and in the manner established by U.S. Bank from time to time. U.S. Bank will advise you of the applicable interest rate at the time that the request for the time deposit is made. You agree that each time deposit will remain on deposit with U.S. Bank until the maturity date thereof. A penalty may be imposed if you withdraw the principal of any time deposit before the maturity date thereof.

By signing this form and providing investment directions to U.S. Bank, you acknowledge that you have reviewed investment alternatives and you approve asset purchases using the Money Center, including purchases of Proprietary Assets, and U.S. Bank's or an affiliate's receipt of compensation (as described above) resulting from such directed trades. Unless specifically waived by written agreement, you may receive written confirmation notices of all trade activity. You will be provided prior written notice of any changes in the Money Center pricing structure described above. As a directing Account party, you control the initiation and terms of investments selected for your Account. At any time, you may direct that the purchase of an asset be executed through an independent broker. You agree that any proprietary U.S. Bank deposits or securities will remain in the Account until its maturity or commitment date. If you withdraw any principal before such date, U.S. Bank will impose a penalty for such withdrawal and principal may be reduced to the extent necessary to cover the required penalty. All U.S. Bank proprietary deposits and securities will earn interest from the date of deposit or settlement date of the security computed at the rate and in the manner established by U.S. Bank from time to time. If you own or hold U.S. Bank proprietary deposits or securities which earn a variable rate of interest, U.S. Bank may change that rate at any time without notice, unless otherwise provided in a separate written agreement with you. The variable rate of interest may be zero or a negative rate. If any of your deposits or securities are subject to a variable or fixed rate of interest, and if such deposits or securities bear a negative interest rate, U.S. Bank shall charge you or the Account for the negative interest. Principal may be reduced to the extent necessary to cover the amount of the negative interest. If, on or before the settlement date, you fail to pay in full for any security purchased or fail to deliver any sold security, U.S. Bank is authorized in its discretion and without notice or demand to take any one or more of the following actions: cancel the transaction; sell the securities covered thereby; 'buy-in' securities or other property required to make delivery; charge the Account for the amount due; hold you liable for any resulting loss, including but not limited to, the interest cost to carry any securities purchased; or impose fees. Furthermore, nothing in this letter waives or limits U.S. Bank's lien and security interest in, and right of set-off against, Account assets as set forth in any governing service agreement. You may revoke this Investment Disclosure Authorization Letter at any time upon written notice to U.S. Bank.

SCHEDULE A Continued

If you desire to engage U.S. Bank to provide trading services to your Account, including the purchase of Proprietary Assets for your Account, and you approve of U.S. Bank's or its affiliates' compensation in connection with such transactions, all as described herein, please sign below and return this letter. Authorization will continue to be required

directing U.S. Bank to buy or sell securities as required by the Account's governing documents. In the absence of specific written direction to the contrary regarding any future directed investments for your Account, U.S. Bank will utilize the Money Center for placing and executing directed investments for your Account.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

SCHEDULE B

Each of the following person(s) is authorized to execute documents and direct Custodian as to all matters, including Asset transfers, address changes and contact information changes on Company's behalf:

Lynn Spruill, Mayor Name	Specimen signature	Telephone No. 662-323-2525 ext 3100
Stephen Webb Corban, Finance Director Name	Specimen signature	Telephone No. 662-323-2525 ext 3118
Lesa Hardin, City Clerk Name	Lesa Hardin Specimen signature	Telephone No. 662-323-2525 ext 3117

(Note: if only one person is identified above, please add the following language)
The following person not listed above is authorized for call-back confirmations:

Name Telephone Number

SCHEDULE C
Fees and Expenses of the Custodian

Acceptance Fee:	**$ 1,000.00**
Annual Custodian Fee:	**$ 1,500.00**
Out-of-Pocket Expenses:	**$ Included in Fee**
Other Fees/Attorney, etc.:	**$ At cost**
TOTAL Fee:	**$ 2,500.00**

Wiring Instructions:

RBK U.S. Bank N.A.
ABA 091000022
BNF US BANK TFM ESCROW
Beneficiary Account Number: **104793255431**
Beneficiary Account Address: **777 E. Wisconsin Avenue**
Milwaukee, WI 53202-5300

OBI: Starkville MS Custodial

The Custodian Fee is payable upon execution of this Agreement. In the event the Custody account is not funded, the Acceptance Fee and all related expenses, including attorneys' fees, remain due and payable, and if paid, will not be refunded.

The fees quoted in this Schedule C apply to services ordinarily rendered in the administration of an custody account and are subject to reasonable adjustment based on final review of documents, or when the Custodian is called upon to undertake unusual duties or responsibilities, or as changes in law, procedures, or the cost of doing business demand. Services in addition to and not contemplated in this Agreement, including, but not limited to, document amendments and revisions, non-standard cash and/or investment transactions, calculations, notices and reports, and legal fees, will be billed as extraordinary expenses.

Unless otherwise indicated, the above fees relate to the establishment of three custodian accounts. Additional sub-accounts governed by this Agreement may incur an additional charge. Transaction costs include charges for wire transfers, checks, internal transfers, and securities transactions.

Schedule D

List of Subaccounts

Starkville MS 2023 General

Starkville MS 2023 ARPA

Starkville MS 2023 GO Public Improvement Bonds

19. CONSIDERATION TO HIRE KE'SHAWN ADAMS AND KYLE EAVES AS CERTIFIED POLICE OFFICERS IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval to hire Ke'Shawn Adams and Kyle Eaves as a Certified Police Officers" is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF A LEASE WITH DELL FINANCIAL SERVICES FOR STATE CONTRACT EQUIPMENT FOR THE CITY HALL DATACENTER AT A TOTAL PRICE OF $134,590.00 TO BE LEASED AT $31,086.00 PER YEAR FOR FIVE YEARS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of a lease with Dell Financial Services for equipment on state contract for the City Hall datacenter at a total price of $134,590.00 with lease payments at $31,086 per year for five years" is enumerated, this consent item is thereby approved.
The lease follows this page.

21. CONSIDERATION TO ACCEPT THE LOWEST QUOTES FOR AUTOMATED EXTERNAL DEFIBRILLATORS AND THE NEEDED INSTALLATION EQUIPMENT TO BE PLACED AT BOTH THE STARKVILLE SPORTSPLEX AND CORNERSTONE SPORTS COMPLEX NOT TO EXCEED THE AMOUNT OF $14,000.00 FROM AEDSUPERSTORE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the lowest quotes for automated external defibrillators and the needed installation equipment to be placed at both the Starkville Sportsplex and Cornerstone Sports Complex at a cost not to exceed $14,000.00" is enumerated, this consent item is thereby approved.

Two quotes: **AEDSuperstore.com**

- (2) Philips HeartStart FRx AED School & Community Value Package
- (2) Philips HeartStart FRx AED with Waterproof Hard Carry Case
- (3) Philips HeartStart FRx AED with Semi-Rigid Carry Case
- (5) Philips FRx AED Quick Reference Card
- (1) AED CHECK Tag – pack of 5

TOTAL: $13,819.95

AED.com

- (2) Philips HeartStart FRx AED Semi-Rigid Carry Cases
- (2) Philips HeartStart FRx AED School & Community Value Package
- (5) Philips HeartStart FRx AED
- (2) Alarmed AED Wall Cabinets

TOTAL: $14,803.98

22. CONSIDERATION TO APPROVE CONSTRUCTION OF THE POOL ROOF BY PAUL DAVIS WITH THE LOWEST QUOTE IN THE AMOUNT OF $22,383.29.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of construction of the pool building roof by Paul Davis, the lowest quote in the amount of $22,383.29" is enumerated, this consent item is thereby approved.

Two quotes: Paul Davis - $22,383.29 and Oglesby Construction - $25,900.00

LEASE NO: TBD

Dell Financial Services

02/02/2023

CITY OF STARKVILLE, MISSISSIPPI

110 W Main St
STARKVILLE, MS 39759

Dear Lynn Spruill :

Thank you for choosing Dell Financial Services for your technology financing needs. Below, you will find the Finance Agreement and the Attachment A for your review. Once you have inspected the documents, please follow the steps listed below:

Step ① Complete all mandatory field required in your document. You can locate these fields by selecting the "You need to sign in X location(s) and fill in X mandatory field(s)." at the bottom of your screen.

Step ② After completing step 1, select Click to eSign and your signed document will be returned to your Dell representative.

Step ③ **(Additional Options)** also available at the bottom of your screen if you do not wish to electronically sign your document

If you wish to return the document due to errors → I will not eSign this document
(You will be prompted to enter in comments as to why the document is being returned unsigned)
If someone other than you should sign the document → Somebody else should sign
(You will be prompted to enter the email address of the person whom is responsible for signing)
If you do not wish to electronically sign the document → I would rather fax in my signature
(Please print, sign and follow instructions given for faxing the document)

Thanks again for choosing Dell Financial Services. If you have any questions regarding the documentation, please feel free to contact me.

Mary Stewart
mary_stewart@dell.com

LEASE NO:_________

Dell Financial Services

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, PLEASE FOLLOW THE INSTRUCTIONS PROVIDED. YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE **YOU** AND **YOUR** IN THIS LEASE WE MEAN **YOU, THE CUSTOMER** WHO IS THE **LESSEE** INDICATED BELOW. WHEN WE USE **WE, US** AND **OUR** WE MEAN THE **LESSOR, DELL FINANCIAL SERVICES L.L.C.**

FULL LEGAL NAME OF LESSEE	LEASE TERM (MONTHS)	RENT PAYMENT^	PERSONAL PROPERTY MGMT FEE^	COMMENCEMENT DATE
CITY OF STARKVILLE, MISSISSIPPI	60	$31,086.25	**As per Section 9** ^Subject to Applicable Tax	**As per Section 3**

DBA NAME (IF ANY)	TYPE OF BUSINESS
	Unknown

BILLING ADDRESS LINE 1:
BILLING ADDRESS LINE 2:
CITY:
STATE:
ZIP CODE:
BILLING EMAIL:

FINANCING TERMS

Product Cost = $134,590.00

Shipping Charges* = $0.00

Estimated Tax =**

(Annually **RENT PAYMENTS ARE DUE AND PAYABLE IN** In Advance **)**

***Shipping Charges** are **included in the Rent Payment as shown above.**

** Payment excludes taxes, property mgmt fees, purchase option payment, and interim rent. These will appear on your first invoice when applicable.

PRODUCT LOCATION	GENERAL PRODUCT DESCRIPTION/SUPPLIER
SEE ATTACHMENT A	**SEE ATTACHMENT A**
Guarantor (if applicable)	END OF LEASE PURCHASE OPTION TELP

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. PROVIDED NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING, WE HEREBY ASSIGN TO YOU FOR THE TERM OF THE LEASE ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

LEASE NO:

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-19, PAGES 1-6) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE

EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. SIGNING AND RETURNING THIS LEASE AGREEMENT CONSTITUTES AN OFFER BY YOU TO LEASE THE PRODUCTS DESCRIBED IN ATTACHMENT A. THE LEASE AGREEMENT IS SUBJECT TO ACCEPTANCE BY DELL FINANCIAL SERVICES. DELL FINANCIAL SERVICES MAY ACCEPT THIS LEASEAGREEMENT BY PAYING THE SUPPLLIER THE COST OF THE PRODUCTS OR BY AUTHENTICATING THE LEASE AGREEMENT. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE ELECTRONICALLY SIGNED OR TRANSMITTED BY YOU TO US, AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE ("UCC"), THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

NOTICE: (i). DO NOT SIGN THIS LEASE IF IT CONTAINS BLANK SPACES. (ii). YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED-IN COPY OF THE LEASE WHEN YOU SIGN IT. (iii). UNDER THE LAW, YOU MAY HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE; (B) TO REDEEM THE PRODUCTS IF REPOSSESSED FOR A DEFAULT; AND (C) TO REQUIRE UNDER CERTAIN CONDITIONS, A RESALE OF THE PRODUCTS IF REPOSSESSED. Dell Financial Services' California Finance Lender License number is 6037884.

YOU/LESSEE: CITY OF STARKVILLE, MISSISSIPPI		**US/LESSOR: (For DFS use only)** Dell Financial Services L.L.C. 99355 Collections Center Drive Chicago, IL 60693 **Phone** (800) 955-3355 **Fax** (800) 934-4207 or **Fax** (512) 246-2028	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE **(For DFS use only)**	
PRINT NAME AND TITLE		PRINT NAME AND TITLE **(For DFS use only)**	DATE

Step①. Please sign and date the **YOU/LESSEE** section and print your name and **Title**.

LEASE NO:

PERSONAL AND CONTINUING GUARANTY OF LEASE NO.

This personal and continuing guaranty ("Guaranty") creates specific legal obligations. When we use the words you and your in this Guaranty we mean the personal guarantors indicated below. When we use the words we, us and our in the Guaranty we mean the Lessor indicated in the Lease. In consideration of our entering into the Lease, you unconditionally and irrevocably guarantee to us, our successors and assigns, the prompt payment and performance of all obligations of Lessee under the Lease regardless of any circumstance which might otherwise be a defense available to, or a discharge of, Lessee or you. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against Lessee or the Products. You waive all defenses and notices, including those of protest, presentment and demand, notice of acceptance hereof and all other notices of any kind. You agree that we can renew, extend or otherwise modify the terms of the Lease without releasing you. You will pay all our expenses including attorneys' fees incurred by us in enforcing our rights against you. This is a continuing guaranty that will not be discharged or affected by your death and will bind your heirs, administrators and personal representatives. We may, without affecting your liability hereunder, compromise or release any rights against Lessee or the Products or you. You consent to the transfer, sale or any other disposition of the Products and the Lease. If more than one person has signed this Guaranty, each of you agrees that its liability is joint and several. This Guaranty may be enforced by any assignee or successor of ours to the same extent as we may enforce it. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit and make other credit inquiries that we determine are necessary. **THIS GUARANTY SHALL BE GOVERNED BY THE INTERNAL LAWS OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. YOU EXPRESSLY AGREE TO ARBITRATION AS PROVIDED IN PARAGRAPH 16.**

Date: (Date Signed)	INDIVIDUAL GUARANTOR NAME (PRINTED)	
	By SIGNATURE INDIVIDUAL GUARANTOR (NO TITLE)	GUARANTOR HOME ADDRESS (STREET, CITY, STATE AND ZIP CODE)

Step②. If your name is pre-printed, please **SIGN** and date the Personal Guaranty section and provide your home address.

646001082

FEDERAL EMPLOYER IDENTIFICATION #

Step ③. If your **FEI** number is **not pre-printed**, you **MUST** provide it in the box above.

3. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you the personal property, and finance for you fees for services (including but not limited to installation and delivery) (the "Services") and software, all as described in Attachment A to this Lease (collectively, the "Products") on the terms and conditions shown in this Lease. With respect to Services, we will only finance one-time charges hereunder. Where the sum of the Product Cost plus the Shipping Charges plus the Upfront Tax is less than $500,000, the Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier; where the sum of the Product Cost plus the Shipping Charges plus the Upfront Tax is $500,000 or more, the Products will be deemed irrevocably accepted for purposes of this Lease upon your execution of the Certificate of Acceptance attached hereto as Attachment B (either, the "Acceptance Date"). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, the 1st of the month following the Acceptance Date (the "Commencement Date"). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 4) (the "Supplier's Return Policy"), in the time, condition and manner required under the Supplier's Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier's Return Policy. Contact Supplier for complete details regarding the Supplier's Return Policy. Dell Inc.'s return policies are available at www.dell.com. If payments are due in arrears, the first Rent payment is due 30 days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day each Annually of the Lease Term (or the following day of the subsequent Annually if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. This Lease may be amended by written notice from us to you provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (any increase up to 15% or any decrease) caused by any change made by you in your order with the Supplier, or any change in the Product cost charged by the Supplier. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 5% of the late payment amount or (ii) $29 for each late payment (or if less, the highest amount permitted by applicable law).

4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products accepted by you under this Lease) effective prior to the passage of title by the Supplier latto you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the Product Location specified above, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers and other handheld mobile Products, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that, we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: Except for software that is subject to a separate License and Services, we are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is $1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in all of your rights and interest in and to the Products (including your

LEASE NO:

rights to obtain Services or use any software to the extent not prohibited by your License) and any replacements, substitutions, additions, attachments, and all proceeds thereof. You authorize us to file any financing statements or related filings as we may reasonably deem necessary or appropriate. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Two-Year U.S. Treasury Constant Yield Maturity Rate ("Discount Rate") in effect on the date you provide notice of the Loss and (iii) any costs and expenses incurred as a result of this event. Present value may be determined in certain states by the actuarial of Rule of 78's method. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, **"AS-IS-WHERE-IS"**, without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. You agree to pay a personal property tax management fee calculated by us and based on the cost of the annual property tax assessed on the Products during the Lease Term. This fee shall be payable with each installment of Rent.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver some or all of the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. You will remove all proprietary data from the Products prior to return. Upon your return of the Products, you agree that your license with respect to the operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products. If you choose to return less than all of the Products, Products returned to us must be complete functional units.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase some or all of the Products for the amount of the Purchase Option price shown above which, if it is the then Fair Market Value of the Products ("FMV"), will be as determined by us, in our reasonable judgment, plus any applicable taxes. If you do not agree with our determination, the FMV will be determined for you at your expense by an independent appraiser selected by us and reasonably approved by you. Unless the Purchase Option price is $1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you timely provide such written notice of intent and purchase Products or return Products to us on the last day of the Lease Term, this Lease for such products will automatically renew on a continuing month-to-month basis until you give us thirty (30) days notice of return and deliver the Products to us. During such renewal terms, the Rent for such products will remain the same. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer to you our interest in the Products purchased, **"AS-IS-WHERE-IS"**, without any warranty express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

12. Assignment: **YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after notice from us; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. Further, with respect to software and Services, if a Default occurs, you agree upon notice from us to (a) immediately cease using the software and Services, (b) deinstall and delete all copies of the software from any computer systems you own or control or that are used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

LEASE NO:

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, *et seq.* Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of $100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if UCC Article 2A applies to this Lease, this Lease will be considered a "finance lease". By signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to (i) supply missing information and correct obvious errors in this Lease, and (ii) add or correct serial numbers (or similar identifying information) for the Products in this Lease, on Attachment A and in any related filing or documentation. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid, or transmitted electronically, addressed to the respective address specified in writing. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law. Any such excess payment will be applied to payments under the Lease in inverse order of maturity; any remaining payments will be refunded to you.

19. Products Consisting Solely of Software or Services: This Section 19 applies if the Products described on Attachment A consist exclusively of software, Services, or a combination of both. You agree that this Lease is a financing arrangement providing for your repayment to us of the cost of acquiring the Products from the Supplier (including any provider or seller of Services, licensor or seller of software), plus all other amounts that become due and owing under the terms of this Lease. For the purposes of this Lease and your obligations hereunder, the Products are deemed satisfactorily delivered and accepted by you upon the earlier of delivery from such Supplier or our payment to such Supplier for the cost of acquiring the Products. As security for your obligations under this Lease, you grant us a first-priority security interest in all of your rights and interest in and to the Products (including your rights to use software and obtain Services) and all proceeds thereof (including without limitation any refunds with respect to the software or Services financed hereunder ("Refund") that you receive or have a right to receive), free and clear of all security interests, liens or encumbrances. If you are entitled to a Refund from the Supplier (including any provider or seller of Services, licensor or seller of software), you authorize us to deliver a copy of this Lease to the Supplier as evidence of your consent to our collection and receipt of the Refund directly. Nothing in this Lease shall obligate us to pursue your Refund rights (if any) or modify, excuse or limit your obligations under this Lease, which you acknowledge and agree are absolute and unconditional. We shall apply any such Refund actually received by us against the next scheduled Rent payment(s) and all other amounts owed under this Lease. You agree that you shall owe any unpaid amounts remaining under this Lease after application of the Refund. Upon our written instructions following a Default, you agree to (a) immediately cease using the software and Services, (b) deinstall, delete and destroy all copies of the software from any computer systems owned or controlled by you or used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use, maintenance, deinstallation, deletion and destruction. Notwithstanding anything in this Lease to the contrary and only if this Section 19 applies, the Stipulated Loss Value you may be required to pay upon a Default shall equal the sum of (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term, discounted to present value at the Discount Rate and (iii) any costs and expenses incurred as a result of the Default. As the Products financed hereunder are solely software or Services, you agree that (i) any language herein pertaining to our ownership of the Products and (ii) the following provisions of this Lease shall not apply: Section 5 (in so far as it purports to vest in us ownership of improvements or additions to Products); Section 10 (Return); Section 11 (Purchase Option; Automatic Renewal); Section 14 (in so far as it purports to provide us with a right to sell, lease, or otherwise dispose of the Products consisting of Licenses or Services that would violate the underlying License or Services agreement). You acknowledge that all remaining terms and conditions of this Lease shall apply. Unless an uncured Default exists, this Lease and our interest and rights in the Products shall terminate at the expiration of the Lease Term; provided, however, that such termination shall not affect your obligations accruing prior to the termination.

LEASE NO: __________

Dell Financial Services

Attachment A

Attached hereto and made a part hereof Lease No: _________ between DELL FINANCIAL SERVICES L.L.C. as Lessor and CITY OF STARKVILLE, MISSISSIPPI as Lessee

Product Location **General Product Description/Supplier/Quantity**

<u>All other terms and conditions of the Lease shall remain unchanged.</u>

23. CONSIDERATION OF APPROVAL FOR TRI-STARR MUFFLER AND BRAKE TO REPLACE THE TRANSMISSION IN A 2015 FORD EXPLORER VIN#4279 AT THE LOWEST QUOTE OF $5,288.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval for Tri-Starr Muffler and Brake to replace the transmission in a 2015 Ford Explorer VIN#4279 at the lowest estimate of $5,288.00" is enumerated, this consent item is thereby approved.

Two quotes: Tri-Starr $5,288.00 and Performance Auto $6,007.95.

24. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 725 S. JACKSON ST. STARKVILLE, MS 39759, WITH PARCEL NUMBER 102H-00-151.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 725 S. Jackson St. Starkville, MS 39759, with parcel number 102H-00-151.00 is a menace to the public health, safety, and welfare of the community" is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 202 MCKINLEY ST. STARKVILLE, MS 39759, WITH PARCEL NUMBER 102B-00-026.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 202 McKinley St. Starkville, MS 39759, with parcel number 102B-00-026.00 is a menace to the public health, safety, and welfare of the community" is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 203 MCKINLEY ST STARKVILLE, MS 39759 WITH PARCEL NUMBER 102B-00-037.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 203 McKinley St. Starkville, MS 39759, with parcel number 102B-00-037.00 is a menace to the public health, safety, and welfare of the community" is enumerated, this consent item is thereby approved.

27. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 212 W GILLESPIE ST. STARKVILLE, MS 39759 WITH PARCEL NUMBER 102B-00-319.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 212 W Gillespie St. Starkville, MS 39759 with parcel number 102B-00-319.00 is a menace to the public health, safety, and welfare of the community" is enumerated, this consent item is thereby approved.

28. CONSIDERATION OF A LOAN FROM GENERAL CITY FUNDS TO SANITATION FUND IN THE AMOUNT OF $189,750.00 AT 2.5% INTEREST WITH QUARTERLY PAYMENTS OVER 3 YEARS FOR THE PURCHASE OF A 2022 KNUCKLEBOOM LOADER WHICH WAS ORDERED FEBRUARY 15, 2022.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of a loan from General City Funds to Sanitation Fund in the amount of $189,750.00 at 2.5% interest with quarterly payments over 3 years for the purchase of a 2022 Knuckle boom Loader which was ordered February 15, 2022" is enumerated, this consent item is thereby approved. The amortization schedule follows this page.

29. CONSIDERATION TO APPROVE MEMORANDUM OF AGREEMENT NO.23-00067 BETWEEN MDEQ AND STARKVILLE UTILITIES FOR TWO CHARGE POINT DC FAST-CHARGING STATIONS. TVA HAS PREVIOUSLY CONTRACTED TO PAY 80% OF THE FUNDS FOR INSTALLATION. OF THE OTHER FUNDS NOT COVERED BY THE TVA CONTRACT, MDEQ AGREES TO PAY UP TO 70% OF THE INSTALLATION OF THE STATIONS, NOT TO EXCEED $48,060.00, WITH STARKVILLE UTILITIES TO PAY THE REMAINING COSTS OF THE PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of a Memorandum of Agreement No. 23-00067 between MDEQ and Starkville Utilities for two Charge Point DC Fast-Charging Stations with MDEQ to pay up to 80% of the funds for installation of the stations, with the funds not covered by the TVA contract , MDEQ will pay up to 70% of the installation in an amount not to exceed $48,060.00, and Starkville Utilities to pay the remaining costs" is enumerated, this consent item is thereby approved. The MOA follows the Sanitation amortization schedule.

30. CONSIDERATION TO PURCHASE PIPE MATERIAL FROM CENTRAL PIPE SUPPLY, INC IN THE AMOUNT OF $17,851.26 FOR SANTA ANITA DRIVE WATER REPLACEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval to purchase pipe material for Santa Anita Drive water replacement in the amount of $17,851.26" is enumerated, this consent item is thereby approved.

Quote 1	Central Pipe Supply, Inc	$17,851.26
Quote 2	Consolidated Pipe and Supply Co., Inc.	$17,898.00
Quote 3	Ferguson Waterworks	$18,846.00

City of Starkville - General Fund to Sanitation

$ 189,500.00 Loan with Quarterly Payments 2.5% Interest

- 2022 KnuckleBoom / Sansom Equipment Co -

12 Quarters

Quarter	Payment		Principal Paid	Interest Paid	Remaining Balance
1.	06/1/23	$ 16,440.53	$ 15,256.15	$ 1,184.38	$ 174,243.85
2.	09/1/23	$ 16,440.53	$ 15,351.51	$ 1,089.02	$ 158,892.34
3.	12/1/23	$ 16,440.53	$ 15,447.45	$ 993.08	$ 143,444.89
4.	03/1/24	$ 16,440.53	$ 15,544.00	$ 896.53	$ 127,900.89
5.	06/1/24	$ 16,440.53	$ 15,641.15	$ 799.38	$ 112,259.74
6.	09/1/24	$ 16,440.53	$ 15,738.91	$ 701.62	$ 96,520.83
7.	12/1/24	$ 16,440.53	$ 15,837.27	$ 603.26	$ 80,683.56
8.	03/1/25	$ 16,440.53	$ 15,936.26	$ 504.27	$ 64,747.30
9.	06/1/25	$ 16,440.53	$ 16,035.86	$ 404.67	$ 48,711.44
10.	09/1/25	$ 16,440.53	$ 16,136.08	$ 304.45	$ 32,575.36
11.	12/1/25	$ 16,440.53	$ 16,236.93	$ 203.60	$ 16,338.43
12.	03/1/26	$ 16,440.55	$ 16,338.43	$ 102.12	$ 0
Totals		**$ 197,286.38**	**$ 189,500.00**	**$ 7,786.38**	

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 23-00067**
COUNTY OF HINDS

MEMORANDUM OF AGREEMENT
SUB-RECIPIENT OF THE VOLKSWAGEN DIESEL EMISSIONS ENVIRONMENTAL MITIGATION TRUST FOR STATE BENEFICIARIES

This document reflects a Memorandum of Agreement ("MOA") between the **Mississippi Department of Environmental Quality** ("MDEQ") and the **City of Starkville Light & Water dba Starkville Utilities** ("SUB-RECIPIENT," and together with MDEQ, the "Parties," and each a "Party"), to provide funds for the work specified in paragraph 3, Statement of Work.

1. Purpose

The purpose of this MOA is to implement a nitrogen oxides (NOx) emissions reduction project in Mississippi. As the lead agency for the State of Mississippi under the Volkswagen Diesel Emissions Environmental Mitigation Trust Agreement for State Beneficiaries ("VW Trust Agreement"), MDEQ is responsible for distributing funds allocated to the State under the VW Trust Agreement. Through a competitive application process, MDEQ will offer rebates for NOx emissions reduction projects eligible for funding under the State of Mississippi Volkswagen Beneficiary Mitigation Plan.

2. Source of Funds

The funds provided by this MOA are provided through the VW Trust Agreement, a copy of which can be found at: https://www.mdeq.ms.gov/wp-content/uploads/2022/08/statebeneficiaries.pdf.

3. Statement of Work

A. Services:

For the consideration referred to in paragraph 5, Consideration and Payment, the SUB-RECIPIENT shall provide MDEQ with services, facilities, personnel, and materials specified below:

B. Tasks:

1) The SUB-RECIPIENT shall install two (2) ChargePoint CPE250 DC Fast-Charging stations at the publicly accessible Starkville Electric Department offices, located at 200 N. Lafayette St., Starkville, MS to support the use of electric vehicles. Should this approved location for charging station installation no longer be available or otherwise suitable, the SUB-RECIPIENT shall request in writing to MDEQ for approval of a similar, publicly accessible location. Written approval from MDEQ shall be obtained **prior** to proceeding with installation of the charging station(s).

4. Period of Performance

A. The period of performance for this MOA shall commence upon execution by the Executive Director of MDEQ and end no later than **September 30, 2025**.

B. Pre-award costs are those incurred prior to the effective date of this MOA directly pursuant to the negotiation and in anticipation of the award of funds where such costs are necessary for efficient and timely performance of the Statement of Work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the MOA and only with the written approval of MDEQ. These costs must be charged to the initial budget period of the award unless otherwise specified by MDEQ.

5. Consideration and Payment

A. Consideration:

As consideration for the performance of this MOA, MDEQ agrees to pay the SUB-RECIPIENT a maximum total not to exceed **$48,060.00.**

MDEQ shall pay up to 70% of the installation of the Fast-Charging stations, not to exceed **$48,060.00**. The SUB-RECIPIENT shall pay at least 30% of the purchase price of the Fast-Charging stations, or the remaining balance of the purchase price, whichever is higher.

B. Invoices:

i. The SUB-RECIPIENT shall submit invoices supported by documentation of costs of work performed as required by MDEQ. The invoices shall include supporting documentation of costs incurred. MDEQ may request additional documentation if necessary for review of invoices.

ii. All invoices for time periods ending June 30 of any year through the course of this MOA shall be submitted separately and no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than thirty (30) days after the end date of this MOA.

iii. Invoices should be emailed to invoices@mdeq.ms.gov **or** mailed to:

MDEQ
Attention: Invoices
P.O. Box 2369
Jackson, MS 39225-2369

C. Payment:

Subject to available funding, the provisions of the VW Trust Agreement, and all other terms and conditions of this MOA, MDEQ shall pay all properly invoiced amounts due to the SUB-RECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim for payment from the SUB-RECIPIENT that includes work performed outside a one-year period from receipt of such invoice.

i. *Request for Payment.* The SUB-RECIPIENT shall request payment of funds on a reimbursement basis ("Reimbursement Requests") unless otherwise directed by MDEQ. The SUB-RECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. The SUB-RECIPIENT may make Reimbursement Requests during the Period of Performance of this MOA.

2. The SUB-RECIPIENT shall only request payment under this MOA for the costs necessary to complete the Statement of Work specifically stated and required under this MOA.

3. Any funds that are paid by MDEQ to the SUB-RECIPIENT that are deemed ineligible or not necessary for the completion of the Work in this MOA must be returned to MDEQ within 30 days from receiving MDEQ's written notification for return of funds.

4. The SUB-RECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and the SUB-RECIPIENT shall remain responsible for performance in strict compliance with this MOA. If MDEQ rejects, condemns, or fails to approve any part of the Statement of Work, it may terminate this MOA as permitted in paragraphs entitled Termination for Convenience, Termination for Default, or Termination Upon Bankruptcy.

5. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request if, at the time the request is submitted, the SUB-RECIPIENT has failed to comply with any term or condition of this MOA or has otherwise failed to perform the Work to date in accordance with the Statement of Work.

6. Terms and Conditions

This MOA and the SUB-RECIPIENT are subject to requirements of the VW Trust Agreement a copy of which can be found at https://www.mdeq.ms.gov/wp-content/uploads/2022/08/statebeneficiaries.pdf. All of these requirements apply to the SUB-RECIPIENT and its Contractors.

7. Reporting Requirements and Final Payment

A. Annual Progress Reports

The SUB-RECIPIENT shall transmit an Annual Progress Report to MDEQ no later than January 31st for the preceding calendar year. The Annual Progress Report shall be completed using the form provided by the MDEQ Program Manager(s). The first Annual Progress Report shall be due January 31, 2024, and subsequent Annual Progress Reports are required until the Project has been completed and a Final Report has been transmitted to MDEQ, as required by paragraph 7.B. herein.

B. Final Project Report

When the SUB-RECIPIENT has performed all the Work, the SUB-RECIPIENT shall transmit to MDEQ a comprehensive report on the Work, along with the corresponding results (the "Final Project Report"). As appropriate, the Final Project Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Project Report shall be provided by the SUB-RECIPIENT to MDEQ within thirty (30) days of Project completion.

C. Final Payment

Upon satisfactory completion of the work performed under this MOA, as a condition before final payment under this MOA or as a termination settlement under this MOA, the SUB-RECIPIENT shall execute and deliver to MDEQ a release of all claims, Attachment "A," which releases claims against MDEQ arising under, or by virtue of, this MOA, except claims which are specifically exempted by the SUB-RECIPIENT to be set forth therein. Unless otherwise provided in the MOA, by state law, or otherwise expressly agreed to by the parties in this MOA, final payment under this MOA or settlement upon termination of this MOA shall not constitute waiver of MDEQ's claims against the SUB-RECIPIENT or its sureties under this MOA or applicable performance and payment bonds.

8. Final Management and Compliance

MDEQ requires that the SUB-RECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this MOA from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, the SUB-RECIPIENT shall redact all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include Personally Identifiable Information (PII) that is required by law to be disclosed.

MDEQ has determined that the SUB-RECIPIENT is a low risk for noncompliance as stated in Attachment "B" a copy of which is attached hereto and incorporated herein in its entirety. The SUB-RECIPIENT agrees to submit to and cooperate with MDEQ in any risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds.

9. Employment Status

The SUB-RECIPIENT shall, during the entire term of this MOA, be construed to be an independent SUB-RECIPIENT. Nothing in this MOA is intended to nor shall be construed to create an employer-employee relationship, or a joint venture relationship.

The SUB-RECIPIENT represents that it is qualified to perform the duties to be performed under this MOA and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this MOA. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ. Any person assigned by the SUB-RECIPIENT to perform the services hereunder shall be the employee of the SUB-RECIPIENT, who shall have the sole right to hire and discharge its employee. If the SUB-RECIPIENT is notified within the first eight (8) hours of assignment that the person is unsatisfactory, the SUB-RECIPIENT will not charge MDEQ for those hours.

The SUB-RECIPIENT shall pay when due, all salaries and wages of its employees and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required.

It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to the SUB-RECIPIENT shall be paid as a gross sum with no withholdings or deductions being made by MDEQ for any purpose from said MOA sum except as permitted in paragraphs, entitled Termination for Convenience, Termination for Default or Termination Upon Bankruptcy.

10. Applicable Law

The MOA shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The SUB-RECIPIENT shall comply with applicable federal, state, and local laws and regulations including applicable state public contracting laws.

11. Availability of Funds

It is expressly understood and agreed that the obligation of MDEQ to proceed under this MOA is conditioned upon the receipt of funds from the Trustee appointed in the VW Trust Agreement. If the funds anticipated for the continuing fulfillment of the MOA are, at any time, not forthcoming, are insufficient, or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUB-RECIPIENT, to terminate this MOA without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

12. Representation Regarding Contingent Fees

The SUB-RECIPIENT represents that it has not retained a person to solicit or secure a state MOA upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the SUB-RECIPIENT's bid or proposal.

13. Representation Regarding Gratuities

The SUB-RECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

14. Trade Secrets, Commercial, and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this MOA which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the MOA shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

15. Compliance with Laws

The SUB-RECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy, which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the SUB-RECIPIENT agrees during the term of the MOA that the SUB-RECIPIENT will strictly adhere to this policy in its employment practices and provision of services. The SUB-RECIPIENT shall comply with, and all activities under this MOA shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

16. Stop Work Order

A. Order to Stop Work. MDEQ may, by written order to the SUB-RECIPIENT at any time and without notice to any surety, require the SUB-RECIPIENT to stop all or any part of the work called for by this MOA. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the SUB-RECIPIENT, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the SUB-RECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, MDEQ shall either:

1) Cancel the stop work order; or

2) Terminate the work covered by such order as provided in the Termination Clauses of this MOA.

B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the SUB-RECIPIENT shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or service price, or both, and the MOA shall be modified in writing accordingly, if:

1) the stop work order results in an increase in the time required for, or in the SUB-RECIPIENT's cost properly allocable to, the performance of any part of this MOA; and

2) the SUB-RECIPIENT asserts a claim for such an adjustment within thirty (30) days after the end of the work period of work stoppage; provide that, if MDEQ decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this MOA.

C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

17. E-Payment

The SUB-RECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by MDEQ within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq*.

18. E-Verification

If applicable, the SUB-RECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq*. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The SUB-RECIPIENT agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, SUB-RECIPIENT agrees to provide a copy of each such verification. SUB-RECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this MOA may subject the SUB-RECIPIENT to the following:

A. Termination of this MOA for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

B. The loss of any license, permit, certification or other document granted to the SUB-RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

C. Both. In the event of such cancellation/termination, the SUB-RECIPIENT would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

19. Transparency

This MOA, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. *See* Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this MOA is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151, et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed MOA is required to be posted to the Mississippi Department of Finance and Administration's independent agency Contract website for public access at http://www.transparency.mississippi.gov. Information identified by the SUB-RECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. The personal or professional services to be provided, the price to be paid, and the terms of this MOA shall not be deemed to be a trade secret or confidential commercial or financial information.

20. Paymode

Payments by state agencies using the electronic payment system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the SUB-RECIPIENT's choice. The State, may at its sole discretion, require the SUB-RECIPIENT to electronically submit invoices and supporting documentation at any time during the term of this MOA. The SUB-RECIPIENT understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

21. Termination for Convenience

A. *Termination*. MDEQ's Executive Director or designee may, when the interests of the State so require, terminate this MOA in whole or in part, for the convenience of the State. MDEQ's Executive Director or designee shall give written notice of the termination to the SUB-RECIPIENT specifying the part of the MOA terminated and when termination becomes effective.

B. *SUB-RECIPIENT's Obligations*. The SUB-RECIPIENT shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the SUB-RECIPIENT will stop work to the extent specified. The SUB-RECIPIENT shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The SUB-RECIPIENT shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. MDEQ's Executive Director or designee may direct the SUB-RECIPIENT to assign the SUB-RECIPIENT's right, title, and interest under terminated orders or subcontracts to the State. The SUB-RECIPIENT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

22. Termination for Default

A. *Default*. If the SUB-RECIPIENT refuses or fails to perform any of the provisions of this MOA with such diligence as will ensure its completion within the time specified in this MOA or any extension thereof, or otherwise fails to timely satisfy the MOA provisions, or commits any other substantial breach of this MOA, MDEQ's Executive Director or designee may notify the SUB-RECIPIENT in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by MDEQ's Executive Director or designee, such officer may terminate the SUB-RECIPIENT's right to proceed with the MOA or such part of the MOA as to which there has been delay or a failure to properly perform. The SUB-RECIPIENT shall continue performance of the MOA to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

B. *SUB-RECIPIENT's Duties*. Notwithstanding termination of the MOA and subject to any directions from the procurement officer, the SUB-RECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the SUB-RECIPIENT in which the State has an interest.

C. *Compensation*. Payment for completed services delivered and accepted by the State shall be at the MOA price. The State may withhold from amounts due to the SUB-RECIPIENT such sums as MDEQ's Executive Director or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

D. *Excuse for Nonperformance or Delayed Performance*. Except with respect to defaults of subcontractors, the SUB-RECIPIENT shall not be in default by reason of any failure in performance of this MOA in accordance with its terms (including any failure by the SUB-RECIPIENT to make progress in the prosecution of the work hereunder which endangers such performance) if SUB-RECIPIENT has notified MDEQ's Executive Director or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the SUB-RECIPIENT shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit SUB-RECIPIENT to meet the MOA requirements. Upon request of the SUB-RECIPIENT, MDEQ's Executive Director or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the SUB-RECIPIENT's progress and performance would have met the terms of the MOA, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled "Termination for Convenience." (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

E. *Erroneous Termination for Default*. If, after notice of termination of the SUB-RECIPIENT's right to proceed under the provisions of this clause, it is determined for any reason that the MOA was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the MOA contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

F. *Additional Rights and Remedies*. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this MOA.

23. Termination Upon Bankruptcy

This MOA may be terminated in whole or in part by MDEQ upon written notice to The SUB-RECIPIENT, if the SUB-RECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the SUB-RECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, the SUB-RECIPIENT shall be entitled to recover just and equitable compensation for satisfactory work performed under this MOA, but in no case shall said compensation exceed the total MOA price.

24. Counterparts

This MOA may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this MOA delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this MOA.

25. Ownership of Documents and Work Products

MDEQ shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with this MOA, except for the SUB-RECIPIENT's internal administrative and quality assurance files and internal documents. The SUB-RECIPIENT shall deliver such documents and work papers to MDEQ upon termination or completion of this MOA. The foregoing notwithstanding, the SUB-RECIPIENT shall be entitled to retain a set of such work papers for its files. The SUB-RECIPIENT shall be entitled to use such work papers only after receiving written permission from MDEQ and subject to any copyright protections.

26. Record Retention and Access to Records

All records related to this Agreement shall be retained by the SUB-RECIPIENT for a minimum of ten (10) years after final payment is made under this MOA and all pending matters are closed; however, if any audit, litigation, or other action arising out of or related in any way to this Project is commenced before the end of the ten-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten-year period, whichever is later.

The SUB-RECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all the following conditions are satisfied:

A. The SUB-RECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten-year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before the SUB-RECIPIENT provides the records and corresponding certification to MDEQ, in which case the SUB-RECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. The SUB-RECIPIENT provides MDEQ a minimum of thirty (30) days' written notice before providing the above-mentioned records and corresponding certification.

27. Modification or Amendment

Modification, changes, or amendments to this MOA may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision, or condition of this MOA must be in writing and signed by both parties hereto.

28. Assignment

The SUB-RECIPIENT shall not assign or otherwise transfer the obligation incurred on its part pursuant to the terms of this MOA without the prior written consent of MDEQ. Any attempted assignment or transfer of its obligations without such consent shall be null and void. All obligations and duties of either party under this MOA shall be binding on all successors in interest or assigns of such party.

29. Waiver

MDEQ may waive any provision, in whole or in part, of this MOA not otherwise required by law. Failure by MDEQ, at any time, to enforce the provisions of the MOA shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the MOA or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

30. Governing Law

This MOA shall be construed and governed in accordance with the laws of the State of Mississippi and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. The SUB-RECIPIENT expressly agrees that under no circumstances shall MDEQ be obligated to pay an attorney's fee or the cost of legal action to the SUB-RECIPIENT.

31. Severability

If any term or provision of this MOA is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the MOA shall be valid and enforceable to the fullest extent permitted by law.

32. Disputes

Before pleading to any judicial system at any level, the SUB-RECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the SUB-RECIPIENT. Pending non-resolution of the complaint at this point, successive administrative remedies will include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Mississippi Code Annotated Section 49-17-35 (Rev. 2012), with appeals from the Commission's decision following procedures as outlined in Mississippi Code Annotated Section 49-17-41 (Rev. 2012).

33. Conflict of Interest

The SUB-RECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this MOA per the paragraphs entitled Termination for Convenience, Termination for Default or Termination Upon Bankruptcy.

34. Insurance

The SUB-RECIPIENT shall maintain during the Period of Performance of this Agreement the following liability insurance coverage, and shall require its contractors to maintain said coverage, related to the work of the SUB-RECIPIENT and in connection with this Agreement.

A. Workers' Compensation and Employer's Liability Insurance. This insurance shall protect the SUB-RECIPIENT against all claims under applicable State workers' compensation laws. The SUB-RECIPIENT shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a workers' compensation law. The liability limits shall not be less than the required statutory limits for workers' compensation and employer's liability limits in the amount of One Million and 00/100 Dollars ($1,000,000.00). The SUB-RECIPIENT shall supply MDEQ endorsements from its carriers evidencing waiver of subrogation in favor of MDEQ.

35. Indemnification

The SUB-RECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. The SUB-RECIPIENT's tort liability, if the SUB-RECIPIENT is an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq*., including all defenses and exceptions contained therein. Nothing in this MOA shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

36. Subcontracts

The SUB-RECIPIENT must notify MDEQ in writing and submit a Request to Contract form, provided by MDEQ, prior to contracting any portion of the Work under this MOA. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. Should MDEQ determine that any proposed contractor of the SUB-RECIPIENT under this MOA has a conflict of interest with respect to MDEQ, the SUB-RECIPIENT or the Project; MDEQ shall have the right to reject the letting of any such contract. If any potential conflict of interest exists, the Parties will resolve it according to the applicable procurement laws and regulations. MDEQ's failure to reject the letting of any contract under this MOA shall not be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Funds. If the SUB-RECIPIENT issues any contract in coordination with this MOA, then the SUB-RECIPIENT will be deemed to have represented and certified to MDEQ at each such time, in connection with such contract, as follows:

A. in making such contract, the SUB-RECIPIENT has complied with all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by the SUB-RECIPIENT;

B. in making such contract, the SUB-RECIPIENT has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;

C. each contractor is qualified to perform the applicable Work and, for work performed in Mississippi, is authorized to do business in the State of Mississippi;

D. each contractor is required under its agreement with the SUB-RECIPIENT to perform the applicable Work within budgeted costs identified for such Work;

E. each contractor has agreed to conduct its activities related to the Work in compliance with all terms and conditions of this MOA, all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates;

F. each contractor has agreed to obtain and maintain all appropriate bonds and insurance against liability for injury to persons or property from any and all activities undertaken by such contractor related to the Work in accordance with Mississippi laws, including, without limitation Mississippi Code Annotated § 31-5-51; and

G. no contractor has any conflict of interest with respect to MDEQ, the SUB-RECIPIENT or the Project.

The SUB-RECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management, and any work performed by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this MOA to have any contractual obligation to, or relationship with, any of the SUB-RECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and the SUB-RECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, the SUB-RECIPIENT. No contractor or other recipient of funds from MDEQ under this MOA shall be deemed to be an agent, representative, employee, or servant of MDEQ in connection with this MOA. Parties with whom contracts or sub-agreements are entered into shall be referred to herein as "Contracted Party" or "Contracted Parties."

37. Third Party Action Notification

The SUB-RECIPIENT shall give MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the SUB-RECIPIENT by any entity that may result in litigation related in any way to this MOA.

38. No Third-Party Beneficiaries

This MOA is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOA.

39. Authority to Contract

The SUB-RECIPIENT certifies that (a) it is a Mississippi state agency; (b) entry into and performance under this MOA is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this MOA to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this MOA.

OR

The SUB-RECIPIENT certifies (a) that it is a validly organized business with valid authority to enter into this MOA; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this MOA is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (d) notwithstanding any other provision of this MOA to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this MOA.

40. Confidential Information

The SUB-RECIPIENT shall treat all MDEQ data and information to which it has access by its performance under this MOA as confidential to the extent that confidential treatment of same is required under federal and/or state law and shall not disclose such data or information to a third party without specific written consent of MDEQ. In the event that the SUB-RECIPIENT receives notice that a third-party request divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, the SUB-RECIPIENT shall promptly inform MDEQ and thereafter respond in conformity with such subpoena to the extent mandated by state or federal law. This section shall survive the termination or completion of this MOA.

41. Captions

The captions or headings in this MOA are for convenience only, and in no way define, limit, or describe the scope or intent of any provision or section of this MOA.

42. Notice

All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Article):

The contact information for contract administration matters is as follows:

For MDEQ: Ms. Aveleka Moore
P. O. Box 2261
Jackson, MS 39225-2261

For SUB-RECIPIENT: Mr. Terry Kemp
P. O. Box 927
Starkville, MS 39760

43. MOA Changes

MDEQ may at any time, by written order, make changes within the general scope of the MOA or any of its Task Orders as to the services or work to be performed. If such changes cause an increase or a decrease in the SUB-RECIPIENT's cost or time required to perform any services under this MOA or assigned Task Orders, whether or not changed by any order, MDEQ shall make an equitable adjustment and modify this MOA , or the appropriate Task Order, in writing. The SUB-RECIPIENT must assert any claim for adjustment under this clause in writing within thirty (30) days from the date the SUB-RECIPIENT received MDEQ's notification of change, unless MDEQ grants additional time before the date of final payment. No services for which the SUB-RECIPIENT will charge an additional compensation shall be furnished without the written authorization of MDEQ.

{Signature Page Follows}

For the faithful performance of the terms of this MOA, the parties hereto have caused this MOA to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Adrienne Brantley
for Chris Wells
Executive Director

2/13/2023
Date

CITY OF STARKVILLE LIGHT & WATER DBA STARKVILLE UTILITIES

Authorized Signature

2-7-2023
Date

DiLynn Spruill
Typed/Printed Name

Mayor- City of Starkville
Title

RECEIVED
FEB 08 2023
CONTRACTS DEPT.

ATTACHMENT A

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

MDEQ AGREEMENT NO. 23-00067

WHEREAS, pursuant to Section 7.C. (*Final Payment*) of the above-referenced Memorandum of Agreement (the "MOA") entered into by the **Mississippi Department of Environmental Quality** ("MDEQ") and the **City of Starkville Light & Water dba Starkville Utilities** ("Sub-Recipient") wherein it is provided that after completion of all work, and prior to final payment, the Sub-Recipient will furnish MDEQ with a release of all claims.

NOW, THEREFORE, in consideration of the above premises and the payments by MDEQ to the Sub-Recipient pursuant to the above referenced MOA, the receipt and sufficiency of which is hereby acknowledged, the Sub-Recipient hereby remises, releases, and forever discharges MDEQ, its officers, agents, and employees, of and from all manner of debts, dues, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, and whether in law and equity, which the Sub-Recipient now has or may hereafter have arising out of or related to the MOA or any work performed pursuant to the MOA (collectively, all "Claims") with the exception of only those Claims which are specifically exempted by the Sub-Recipient as set forth below.

The following are all Claims specifically exempted by the Sub-Recipient:

____

____

____

City of Starkville Light & Water dba Starkville Utilities

By: _________________________________

Signature of Authorized Representative

Name: _______________________________

Title: ________________________________

Date: ________________________________

ATTACHMENT B

RISK ASSESSMENT AND MONITORING ACTIVITIES

FOR VOLKSWAGEN DIESEL EMISSIONS ENVIRONMENTAL MITIGATION TRUST FOR STATE BENEFICIARIES SUB-RECIPIENTS

MDEQ has evaluated the risk of noncompliance of Volkswagen Diesel Emissions Environmental Mitigation Trust for State Beneficiaries ("VW Trust") Sub-Recipients with statutes, regulations, and the terms of conditions of the Memorandum of Agreement ("MOA")—for purposes of determining the appropriate Sub-Recipient monitoring— and has determined the risk to be low.

MDEQ has determined that the VW Trust Sub-Recipients qualify for a determination of low risk of noncompliance based upon the following factors:

> MDEQ reviews project applications to ensure that proposed projects are eligible mitigation actions pursuant to Appendix D-2 of the VW Trust and that the proposed mitigation action fits within the goals of Mississippi's Beneficiary Mitigation Plan prior to entering an MOA.
>
> Sub-Recipients must provide a detailed timeline and provide a detailed budget for proposed mitigation actions during the application process.
>
> The MOA provides that MDEQ will reimburse eligible costs, after such costs are incurred, after MDEQ reviews invoices and supporting documentation that the Sub-Recipient must submit to MDEQ. MDEQ will not reimburse costs before confirming that costs are eligible for reimbursement.

Because the VW Trust is limited to funding specified categories of mitigation actions, and because of MDEQ's oversight to ensure invoices and other documentation support requests for reimbursement, there appears to be minimal opportunity for possible deficiencies pertaining to VW Trust Sub-Recipient awards.

MDEQ will monitor the activities of the Sub-Recipients by requiring the Sub-Recipient to submit reports to MDEQ and by following up to ensure that the Sub-Recipients take timely and appropriate action on all deficiencies pertaining to the MOA identified through any audits and other means.

The MOA requires the Sub-Recipient to provide MDEQ with any audit, assurance, attestation, or monitoring engagement report (if applicable) and the Sub-Recipient must submit its response to MDEQ describing corrective actions taken during the project period to satisfy MDEQ's audit, etc.

31. CONSIDERATION TO PURCHASE F350 REGULAR CAB IN THE AMOUNT OF $50,165.00 AND F350 CREW CAB IN THE AMOUNT OF $50,660.00 FROM CANON MOTORS OF STARKVILLE, THE LOWER OF QUOTES RECEIVED.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval to purchase F350 Regular Cab in the amount of $50,165.00 and F350 Crew Cab in the amount of $50,660.00" is enumerated, this consent item is thereby approved.

Quote 1 (F350 Crew Cab)	$50,660.0
Quote 2 (F350 Crew Cab)	$51,135.00
Quote 1(F350 Regular Cab)	$50,165.00
Quote 2 (F350 Regular Cab)	$50.,900.00

32. CONSIDERATION TO EXECUTE ENGINEERING AGREEMENT FOR PROFESSIONAL SERVICES FOR BABYLON ROAD SEWER PROJECT WITH SPRINGER ENGINEERING, INC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval to execute Engineering Agreement for Professional Services for Babylon Road sewer project with Springer Engineering, Inc." is enumerated, this consent item is thereby approved. The agreement follows this page.

33. CONSIDERATION TO APPROVE CHANGE ORDER #2 TO MICHAEL BOX CONSTRUCTION FOR BABYLON ROAD SEWER ADDITIONS TO ADD 159 CALENDAR DAYS FOR MATERIAL DELAYS AND A PRICE INCREASE OF $6,228.39.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of Change Order 02 to add 159 calendar days for material delays and a price increase of $6,228.39" is enumerated, this consent item is thereby approved. The change order follows the agreement with Springer Engineering.

34. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM PREMIER WELDING AND REPAIR, LLC FOR FOUR (4) 30HP TEMPORARY FLOATING AERATORS IN THE AMOUNT OF $36,950.00 EACH.

Upon the motion of Alderman Rupp, duly seconded by Alderman Vaughn, and adopted by the Board to approve the February 7, 2023 Official Agenda, and to accept items for consent, whereby the "approval of the lowest quote from Premier Welding and Repair, LLC for four 30hp temporary floating aerator in the amount of $36,950 each" is enumerated, this consent item is thereby approved.

Two quotes:	Premier Welding and Repair, LLC	$36,950
	S&N Airflow, Inc.	$66,526

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of December 8, 2021 ("Effective Date") between

Starkville Utilities ("Owner")

and Springer Engineering, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for Babylon Rd. Sewer Addition ("Project").

Description of Engineer's Services: REVISE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE PROJECT.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

   a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

   b. By Engineer:

      1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

APPENDIX I

Engineering Services Proposal (1 page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

City of Starkville

By: [signature]

Title: Mayor - D. Lynn Spruill

Date Signed: 2-7-2023

Engineer:

By: Holland Cox

Title: President

Date Signed: 12/8/2021

Engineer License or Certificate No. PE 15931

State of: Mississippi

Address for giving notices:

City of Starkville
110 W Main St.
Starkville, MS 39759

Address for giving notices:

Springer Engineering, Inc.
206 Old West Point Road
Starkville, Mississippi 39759

SPRINGER
ENGINEERING, INC.
206 OLD WEST POINT RD.
STARKVILLE, MS 39759
PHONE 662-323-2296
FAX 662-323-2297
SPRINGERMS@BELLSOUTH.NET

December 8, 2021

Starkville Utilities
ATTN: Terry Kemp, PE
200 North Lafayette Street
Starkville, Mississippi 39759

RE: PROPOSAL FOR CIVIL ENGINEERING SERVICES FOR SANITARY SEWER ADDITION – BABYLON ROAD STARKVILLE, MISSISSIPPI

Dear Mr. Kemp:

Your selection of Springer Engineering to perform the professional services on the project captioned above is appreciated. Having examined the information forwarded by your office and having discussed the scope of work with you, we offer to furnish the following item for the lump sum fee stipulated below.

Engineering Services .... $ 39,900.00

I trust that this proposal meets your needs and is within your budget. However, should you have any questions concerning this submittal, the opportunity to address same will be appreciated.

Very truly yours,

Holland Cox, P.E.
SPRINGER ENGINEERING, INC.

HC/rr

AIA Document G701™ – 2017

Change Order

PROJECT: *(name and address)*
Babylon Rd Sewer Additions

CONTRACT INFORMATION:
Contract For: Michael Box Construction
Date: Feb. 14, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 02
Date: Jan. 24, 2023

OWNER: *(name and address)*
City of Starkville, MS

ARCHITECT: *(name and address)*
Springer Engineering, Inc.

CONTRACTOR: *(name and address)*
Michael Box Construction, LLC

The Contract is changed as follows:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attachment for detailed description.

The original (Contract Sum) (Guaranteed Maximum Price) was	$	520,269.20
The net change by previously authorized Change Orders	$	2,685.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$	522,954.20
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$	6,228.39
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	$	529,182.59
The Contract Time will be (increased) (decreased) (unchanged) by		(159) days.
The new date of Substantial Completion will be Feb. 28, 2023		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Springer Engineering, Inc.	Michael Box Construction, LLC	City of Starkville, MS
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	Michael Box **SIGNATURE**	**SIGNATURE**
Edward Springer, P.E.	Michael Box	Lynn Spruill, Mayor
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
1/25/23 **DATE**	1-25-23 **DATE**	02-07-2023 **DATE**

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:
Mayor Spruill recognized a Starkville Electric crew that recently responded to assist Holly Springs, MS with power outages due to the recent ice event.
The Mayor then read a Resolution recognizing A. J. Brown and Willie Gay. The Resolution can be found under Mayor's Business.

BOARD OF ALDERMEN COMMENTS:

Alderman Vaughn congratulated A. J. Brown and Willie Gay on their upcoming appearances in the Super Bowl. He reflected on seeing both play at Starkville High School.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated he would like to see a turn light turning north off Hwy 182 at Dr. D. L. Conner Drive. He also stated he did not understand the timing of the utility billing.

PUBLIC APPEARANCE: None

PUBLIC HEARINGS:

SECOND PUBLIC HEARING AND CONSIDERATION FOR AMENDING SECTION 14- UTILITIES OF THE MUNICIPAL CODE.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

35. MOTION TO AMEND SECTION 14- UTILITIES OF THE MUNICIPAL CODE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, for the Board of Aldermen to amend Section 14 – Utilities of the Municipal Code, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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.

The two primary revisions include Section 14.6.09 – Penalties and Section 14.7.03 – Sewer Bill Collection Clause

FIRST PUBLIC HEARING FOR AMENDING THE UNIFIED DEVELOPMENT CODE.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

PUBLIC HEARING AND CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 111 ROOSEVELT TAYLOR SR. ST. STARKVILLE, MS 39759 PREVIOUSLY KNOWN AS 111 BEATTIE ST. STARKVILLE, MS 39759 WITH THE PARCEL NUMBER 118O-00-251.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Code Enforcement Office Sarah Perez presented the findings and recommendations concerning 111 Roosevelt Taylor Sr. Street. The owner of record is Candice Lasha Hunt, 280 Northern Ave. Apt. 26-A, Avondale Estates, CA 30002. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Thursday, Dec. 7, 2022. This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time. A second inspection was performed by Officer Sarah Perez and reviewed by Building Official Stein McMullen, on December 19, 2022. The property was found to be still in violation with no apparent change.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

36. CONSIDERATION UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE BUILDING LOCATED AT 111 ROOSEVELT TAYLOR SR. ST. STARKVILLE, MS 39759 PREVIOUSLY KNOWN AS 111 BEATTIE ST. STARKVILLE, MS 39759 WITH PARCEL NUMBER 118O-00-251.00 IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SUCH THAT DEMOLITION COULD OCCUR.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to determine that the structure located at 111 Roosevelt Taylor Sr., Street, previously known as 111 Beattie Street, with parcel number 118O-00-251.00 is a menace to the public health, safety, and welfare of the community under Miss. Code Ann. § 21-19-11 based on the Board packet materials and presentations by the Code Enforcement Officer, the Board voted as follows:

Alderman Ben Carver Voted: Yea
Alderman Sandra Sistrunk Voted: Yea
Alderman Jeffrey Rupp Voted: Yea
Alderman Mike Brooks 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.

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of January 31, 2023 for fiscal year ending 9/30/23, 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 Jeffrey Rupp Voted: Yea
Alderman Mike Brooks 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	$ 374,248.74
Airport Fund	015	130,393.62
Restricted Airport	016	151,319.57

Sanitation	022	46,240.38
Modernization Use Tax	120	136,583.00
Industrial Park Bond	303	551.25
Main Street Improv Project	311	64,930.00
2023 Parks Capital Fund	312	15,795.00
Park and Rec Tourism	375	374.93
BUILD Grant / 182 Corridor	377	1,515.67
Park Bond - 2020	380	268,364.91
Payroll Fund	681	58.30
Stark/Hospital Road Expansion	700	17,185.00
Sub Total Before Utilities		$ 1,207,560.37
Utilities Dept.	SED	1,951,310.10
Total Claims	Total	$ 3,158,870.47

38. MOTION TO RECESS UNTIL FEBRUARY 21, 2023 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to recess the meeting until February 21, 2023 @ 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 Jeffrey Rupp Voted: Yea
Alderman Mike Brooks 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 7th DAY OF MARCH, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK