

Mayo Law Firm, PLLC

BRIAN D. MAYO

205 E. Church Street
Newton, MS 39345

Attorney at Law
601-683-7888 - Telephone
601-683-3885 - Facsimile
bmayo@newtonmslaw.com



July 9, 2020

Mississippi Ethics Commission
Attn: Lindsay D. Kellum
P. O. Box 22746
Jackson, MS 39225

RE: Open Meeting Case No. M-20-009

Dear Ms. Kellum:

Please find enclosed herein the Response of the City Newton Board of Alderman to Open Meetings Complaint.

Thank you.

Very truly yours,

A handwritten signature in blue ink that reads "B. Mayo".

Brian D. Mayo

BDM:sh
Enclosures

BEFORE THE MISSISSIPPI ETHICS COMMISSION

BRENT MAZE

COMPLAINANT

VS.

OPEN MEETING CASE NO. M-20-009

CITY OF NEWTON BOARD OF ALDERMEN

RESPONDENT

**RESPONSE OF THE CITY OF NEWTON BOARD OF ALDERMEN
TO OPEN MEETINGS COMPLAINT**

COMES NOW the City of Newton Board of Aldermen and files this its Response to the Open Meetings Complaint filed against it by Brent Maze as follows:

I. Background Information:

The City of Newton began a renovation project at its City Hall, the location of the City's Board's meetings during the first quarter of 2020. With the onset of the COVID-19 pandemic and the public health concerns raised thereby as well as the aforementioned renovation project, the Board of Aldermen decided to close City Hall to the public but made recordings of its meetings available to the public. Further, the Board requested the Newton County Appeal with whom Brent Maze is the editor to live stream the Board's meetings during this time to allow as many citizens as possible to stay informed of the Board's actions.

II. The June 16, 2020 Board Meeting:

The June 16, 2020 Board Meeting began as an Open Meeting. The Agenda that was approved for the meeting is attached hereto as Exhibit "1". The draft Minutes from the meeting is attached hereto as Exhibit "2". Per the Agenda, there was a planned executive session at the end of the agenda. Typically, planned executive sessions are placed at the end of the agenda so

that members of the public who may not wish to stay for the end of the meeting can hear as much of the City's business as possible.

At the end of the meeting, there was a motion for the board to go into closed session to discuss the need for executive session. This motion passed and everyone including all department heads left the meeting. During the closed session, the board was informed that an executive session was needed pursuant to Mississippi Code Ann. Section 25-41-7(4)(k) to discuss a line item in the budget which might affect the termination of an employee or employees. The Board further determined that it would include all department heads in this executive session due to discussions about the potential termination of specific employees in multiple departments.

The Board came out of closed session and while back in open session voted to go into executive session for the reason stated. As our custom, when the board went into closed session and reopened, the undersigned stands by the door to open the meeting back to the public and announce the reason for executive session if one is occurring. Mr. Maze was informed that the reason for the executive session was related to personnel, which it was and that all department heads would be needed for the executive session.

During the executive session the board was informed that the City was facing a significant shortfall due primarily to not having enough money allocated for debt service on capital improvements. To account for the shortfall, the Board was being asked to consider terminating up to six (6) employees or to increase the assessment for capital improvements on the utility services bill from \$3.05 to \$8.05. The City's department heads were included so that they could discuss any reduction in employees and the impact that would have on the services the City provided to its citizens. Specific employees were discussed during this executive

session. At the end of the executive session, prior to coming back into open session, a motion was made by Alderman Bridges, seconded by Alderperson Evans to increase the assessment for capital improvements on the utility services bill from \$3.05 to \$8.05. After discussion, the Board voted to take said action as follows: Aye: Alderman Bridges, Alderperson Evans, Alderperson Wash; Nay: Alderman Hillie; Abstained: Alderman McCalphie. Thereafter, the Board re-entered open session and the meeting was adjourned.

III. Response to Maze's Allegations

Mr. Maze appears to raise two issues with the executive session occurring on June 16, 2020. First, Mr. Maze appears to assert that the reason for the executive session was to hide bad news from the citizens. This is patently not the case. The City Board strives to keep its' citizens informed of the City's business. Secondly, Mr. Maze asserts that the Board should not have voted on the increased assessment for capital improvements in executive session. The City regularly strives for all votes to occur in open session. This vote occurred organically during the executive session. The City was not prohibited from voting on the increased assessment in executive session. Section 25-41-7(4)(k) of the Mississippi Code Ann. (1972, as amended) provides that a governing body may enter into an executive session to transact business and have discussions regarding personnel including concerning a line item in a budget which might affect the termination of an employee or employees. The City Board was not adopting a budget herein.

As noted herein, Mr. Maze is with the Newton County Appeal. He was the only member of the public present at the June 16, 2020 meeting. The June 16th meeting began as an open meeting and the Board voted to go into executive session to discuss possible personnel action including the termination of one or more employees. During the executive session, the Board did vote to increase the assessment for capital improvement on the utility services bill

from \$3.05 to \$8.05. The vote occurred after extensive discussions of possibly reducing personnel. The Board was not attempting to circumvent the open meetings act and only took up the issue in executive session because it involved discussions of having to cut personnel from one or more city departments due to a fiscal shortfall caused primarily by not having sufficient funds to service the existing city debt.

IV. Conclusion

The City Board strives to keep the public informed of its actions and values input from its citizens. The Board of Aldermen did not in any way intentionally or willfully attempt to circumvent the Open Meetings Act. The Board entered executive session for a valid reason and transacted business related to that reason in executive session. This Complaint is without merit and should be dismissed herein.

Respectfully submitted,



BRIAN D. MAYO
City Attorney, Newton, Mississippi

CERTIFICATE OF SERVICE

I, Brian D. Mayo, attorney for the City of Newton, Mississippi do hereby certify that I did this day have delivered a true and correct copy of the above Response via U.S. Mail, postage prepaid to:

The Mississippi Ethics Commission
P.O. Box 22746
Jackson, MS 39225-2746

Mr. Brent Maze
P.O. Box 37
Newton, MS 39345

THIS the 9th day of July, 2020.



BRIAN D. MAYO
City Attorney, Newton, Mississippi

REGULAR RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF NEWTON

CITY HALL
5:30 PM

NEWTON, MISSISSIPPI
JUNE 16, 2020

1. CALL TO ORDER, INVOCATION, AND ROLL CALL
2. ROUTINE AGENDA:
 - A. NEW BUSINESS:
 1. Discuss bids for garbage services
 2. Approve payment to Steve Dixon in the amount of \$400.00 for storage facility, June and July 2020. (City Hall Project)
 3. Re-issue check # 66488 to Bradley Capps (Payroll Check) in the amount of \$111.61 on May 29, 2020, due to being lost.
 4. Discuss resolution-Weir-ESCO tax exemption
 3. PUBLIC WORKS:
 1. Discuss water purchase contract with South Newton Rural Water Association, Inc.
 4. RECREATION:
 1. Discuss community service (Demarious Evans)
 2. Discuss declaring piano at library surplus property
 5. ANIMAL CONTROL:
 6. POLICE DEPARTMENT:
 1. Approve financing for two Dodge Durango PPV

| | 36 mo. | 48 mo. | 60 mo. |
|--------------|------------|------------|------------|
| | \$1,867.09 | \$1,418.32 | \$1,149.00 |
| BancorpSouth | 2.39% | 2.44% | 2.48% |
| Bankfirst | 2.34% | 2.37% | 2.39% |
| | \$1,862.00 | \$1,414.00 | \$1,146.00 |
 7. FIRE DEPT:
 8. AIRPORT:

Exhibit 41

REGULAR RECESSED MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF NEWTON

CITY HALL
5:30 PM

NEWTON, MISSISSIPPI
JUNE 16, 2020

9. EXECUTIVE SESSION:

10. SETTING OF NEXT REGULAR RECESSED MEETING, JULY 7, 2020.

MINUTES OF REGULAR RECESSED MEETING OF THE MAYOR AND
BOARD OF ALDERMEN, CITY OF NEWTON, MISSISSIPPI
HELD IN THE BOARD ROOM AT CITY HALL ON TUESDAY, JUNE 16, 2020

PRESENT: Mayor Weems, Alderpersons Hillie, Bridges, McCalphia Evans and Wash.

Also present were City Attorney Brian Mayo, City Clerk Evans, Public Works Director Snow, Police Chief Patrick, Fire Chief Collins, Recreation Director/Public Works Administrator Powell, Brent Maze with The Newton County Appeal.

**CALL TO
ORDER:**

Mayor Weems called the meeting to order.

NEW BUSINESS:

**GARBAGE
SERVICE:**

Moved by Hillie, seconded by McCalphia, to bid for the city's garbage service.
Vote was as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash
Nay: None
Motion declared carried.

Exhibit 112

**REQUEST FOR PROPOSALS
RESIDENTIAL SOLID WASTE COLLECTION
FOR CITY OF NEWTON, MISSISSIPPI**

Pursuant to an order of the City of Newton Board of Aldermen, adopted on June 16, 2020, notice is hereby given that sealed proposals will be received by the Board at City Hall at 1:00 P.M., July, 6, 2020 at a proposal opening of said City for RESIDENTIAL SOLID WASTE COLLECTION FOR CITY OF NEWTON, MISSISSIPPI. Proposals must be filed on or before 12:00 P.M., July 6, 2020, with the CITY CLERK at CITY HALL.

The CITY OF NEWTON reserves the right to reject any and all proposals, and waive minor informalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the CITY. Proposals will be reviewed, and the selected Contractor will be awarded the contract through an action of the CITY, approving and adopting the contract documents, providing for its enforcement and penalties as provided by law.

It is the intent of this document to describe certain traits and characteristics conducive to the effective, efficient, safe, sanitary, and economical operation of a solid waste program for optimum serviceability and satisfaction in the City of Newton. It is the intent of the City to accept proposals from professional solid waste companies with a proven track record of residential solid waste collection services.

Envelopes containing proposals, guarantee, etc. must be sealed, marked, and addressed as follows:

INSTRUCTIONS TO PROPOSERS

PREPARATION OF PROPOSALS

Please use the Price Proposal Form included herein. Each proposal shall be legibly written or printed in ink. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, the name and post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under which the laws of the corporation is chartered and the names, titles, and business addresses of the Corporation. Failure to properly sign proposal will disqualify the same.

All proposals shall be submitted to CITY CLERK at 203 East Church Street, Newton, MS 39345, or mailed to CITY CLERK, at P.O. Box 300, Newton, MS 39345. The outside envelope shall be identified with the words "Proposal for Residential Solid Waste Collection for City of Newton, Mississippi" the proposer's name, and the proposer's address, opening day, date and time to "THE CITY OF NEWTON, MS."

Proposers should familiarize themselves with the work herein contemplated by personally visiting the location of the work.

REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alteration of form, additions or conditions not called for, unauthorized alternate proposals, incomplete proposals, erasures, or irregularities of any kind.

COMPETENCY OF PROPOSER

The opening and reading of the proposal shall not be construed as an acceptance of the proposer as a qualified, responsible proposer. The City reserves the right to determine the competence and responsibility of a proposer from its knowledge of the proposer's qualifications or from other sources.

The City requires submission with the proposal certified supporting data regarding the qualifications of the proposer in order to determine whether he/she is a qualified, responsible proposer. The proposer is required to furnish all the following information: [such information shall be certified as true and correct by the proposer.]

- (a) Vehicle and Equipment Schedule
- (b) Schedule of Operations
- (c) Details of the staging location or base of operations where vehicles and equipment will be housed during the term of the Contract
- (d) A copy of the latest available financial statement of the proposer (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a Certified Public Accountant.
- (e) Evidence that the proposer is in good standing in the State of Mississippi, and, in the case of corporation organized under the laws of any other State, evidence that the proposer is licensed to do business in the State of Mississippi or take all necessary action to become so licensed if its proposal is accepted.

(f) Evidence that the proposer meets the insurance requirements of the Contract Documents.

(g) Evidence, in form and substance satisfactory to the City that proposer has been in existence as a going concern for more than five (5) years and has actual operating experience as a going concern in refuse collection and disposal in the State of Mississippi for more than five (5) years.

(h) Evidence, in form and substance satisfactory to the City, that proposer possesses as a going concern the managerial and financial capabilities to perform all phases of the work called for in the Contract Documents.

(i) Such additional information as will satisfy the City that the proposer is adequately prepared to fulfill the Contract. The proposer may satisfy any or all the experience and qualification requirements of this paragraph by submitting the experience and qualifications of its parent organization and subsidiaries of the parent.

DISQUALIFICATIONS OF PROPOSERS

Although not intended to be an inclusive, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a proposer and the rejection of his proposal:

(a) Evidence of collusion among proposers.

(b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.

(c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.

(d) Default on a previous contract for failure to perform.

(e) Failure to meet the requirements set forth in this document.

SERVICE AREAS

The service area includes all Residential Units and Light Commercial Entities within the incorporated limits of the City of Newton.

SCOPE OF SERVICE – (current)

The services to be provided by Company in the City limits (incorporated area) shall be for the once per week curbside collection of all household garbage, cart contents only, generated by the Residential Units and Light Commercial Entities in the City limits. Contractor shall provide NEW 95-gallon carts. The Company shall provide backdoor service to Residential Units where a physician has certified that all the residents in that unit are physically incapable of delivering the container to the curb. The Company shall also provide at no additional charge to the City, one (1) 30-yard roll-off container placed at City designated location for a period of one week, twice each year of this Agreement, to assist the City in its semi-annual cleanup program. The Company, at no additional charge, will also provide the following services to the following City locations:

| | | | |
|------------|---|------------|---------|
| Location 1 | 1 | 8-yard FEL | 1x/week |
| Location 2 | 1 | 8-yard FEL | 1x/week |

NUMBER OF UNITS AND HOUSE COUNTS

The parties acknowledge that for purposes of the initial billing to the City, the number of Residential Units shall be 1,200, and Light Commercial Entities shall be 128. Additional House Counts may be conducted at either party's request and expense at any time during the term of the Agreement by giving the other party at least thirty (30) days prior notice.

VEHICLE AND EQUIPMENT SCHEDULE

Proposer shall prepare and submit a vehicle and equipment schedule. The schedule shall describe all equipment to be utilized by the contractor to fulfill the responsibilities of this work. For each item, the year, model, make, quantity and description of the collection vehicle packer body and chassis will be provided. The schedule shall be subject to approval by the Town of Stonewall, shall be a part of the final evaluation of proposals, and shall be strictly adhered to by the contractor if the proposal is accepted. The contractor may revise the equipment schedule as conditions merit, subject to approval by the City of Newton.

The City requires that all vehicles provided for use on this contract be viable and reliable at the start of the start of the Contract.

SCHEDULE OF OPERATIONS

The proposer(s) shall prepare and submit to the City upon request an operations schedule describing how the contractor intends to accomplish the requirements of the RFP. The schedule shall also provide the number of employees to be used by the company for this project.

The schedule will be subject to the approval of the City of Newton and will be a part of the final evaluation of proposals and will be strictly adhered to by the contractor if that proposal is accepted. The contractor may revise this schedule as conditions dictate, subject to approval by the City.

COLLECTION TIMES / HOLIDAYS

Collection of refuse shall not begin before 7:00 a.m. each day. Garbage and trash collection will be allowed on all weekdays and Saturdays. In special cases where the company needs to work on Sunday, it shall first obtain written permission by the City. The following holidays may be observed by the Company:

| | | |
|------------------|------------------|---------------|
| New Year's Day | Labor Day | Memorial Day |
| Thanksgiving Day | Independence Day | Christmas Day |

The Company may decide to observe any or all the above-mentioned holidays by suspension of collection service on the holiday. The Company shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to observance of the above holidays. Proper publicizing includes the purchasing of advertising from newspapers serving the affected area. The Company will also notify the City about changes in collection schedules due the observance of the above holidays.

LOCAL OPERATIONS

A physical presence within the route system and personal interaction with customers as well as the Contractor personnel is believed to be essential to effective route management and client satisfaction.

The Contractor shall maintain a local office as a base of operations through which it can be contacted. Contractors must provide customers with either a local, no fee, telephone number or a toll-free telephone number.

APPROVED CONTAINERS

Garbage placed for collection shall be stored in Approved Containers, as described herein.

Approved Containers shall be provided by the Contractor. Approved Containers shall be Contractor provided NEW Ninety-five (95) gallon roll-out containers. Contractor will provide service using the Contractor owned and provided carts.

LOCATION OF COLLECTION

The Residential Units and Light Commercial Units will be required by the City to place garbage and trash in a location that is readily accessible to the Company and its equipment, not less than five (5) feet from curb or edge of traveled portion of road. City will aid the Company in resolving problems of garbage and trash location

SERVICE INQUIRIES

All complaints shall be made directly to the Company. The Company shall give all complaints prompt and courteous attention. In the case of alleged missed collection, the Company shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

NOTIFICATION OF CUSTOMERS

The Company shall notify all customers about service inquiry procedures, regulations, and day(s) of collection.

COMPANY'S PERSONNEL

The Company shall assign a qualified person or persons to oversee its performance of this contract. The Company's collection employees shall wear a uniform or shirt bearing the Company's name. Each employee shall, at all times, carry a valid driver's license for the type of vehicle he is driving. The Company shall provide operating and safety training for all personnel. No person shall be denied employment by the company for reasons of age, race, sex, creed, or religion or national origin.

ACCEPTANCE AND REJECTION OF PROPOSALS

The City of Newton will consider such factors as uniform collection services, proposal price, experience, financial responsibility, reference checks, the vehicle and equipment schedule, the schedule of operations, local presence, and other relevant factors determining which proposal it deems best.

AWARD OF CONTRACT

The City of Newton may award a contract(s), as soon as practicable after tabulation of said proposals. In no case will award be made until all necessary investigations are completed concerning the qualifications of the proposer(s) whose proposal is in the best interest of the City.

The City of Newton reserves the right to reject any and all proposals, and waive minor informalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

COMPENSATION

As compensation for this service to the City, the City shall pay to Company the rate proposed, per Residential Unit and Light Commercial Entity

The parties acknowledge that for purposes of the initial billing to the City, the number of Residential Units shall be 1,200, and Light Commercial Entities shall be 128. Payments to the contractor will be made monthly in arrears.

Compensation payable by the City to the Company shall include any fuel surcharges and be annually adjusted by the same percentage as the Consumer Price Index for All Urban Customers – Water, Sewer & Trash Collection Service, Not Seasonally Adjusted, All Areas, published by the Bureau of Labor Statistics, U. S. Department of Labor shall have increased or decreased during the preceding twelve (12) months period.

LOCAL CONDITIONS AFFECTING WORK

Each proposer shall visit the contract area and shall completely inform himself relative to traffic congestion, type of housing, population density, collection procedures required, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work at the prices proposed. Such considerations shall include the arrangement and condition of existing structures and facilities, the availability and cost of labor, and facilities for transportation, handling and storage of materials and

equipment. Normal development and/or redevelopment in the Town must also be considered. All such factors shall be properly investigated and considered in the preparation of the proposal. There shall be no subsequent financial adjustment for lack of such prior information.

INSURANCE AND OTHER REQUIREMENTS

During the term of this contract, Company shall maintain in full force and effect the following insurance:

| <u>COVERAGE</u> | <u>LIMITS OF LIABILITY</u> |
|--------------------------------|--------------------------------|
| Workmen's Compensation | Statutory |
| Employer's Liability | \$500,000.00 |
| Bodily Injury Liability | \$1,000,000.00 each occurrence |
| Except Automobile | \$1,000,000.00 aggregate |
| Property Damage Liability | \$1,000,000.00 each occurrence |
| Except Automobile | \$500,000.00 aggregate |
| Automobile Bodily Injury | \$1,000,000.00 each person |
| Liability | \$1,000,000.00 each occurrence |
| Auto Property Damage Liability | \$1,000,000.00 each occurrence |
| Excess Umbrella Liability | \$1,000,000.00 each occurrence |

PERMITS, LICENSES AND TAXES

The Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Company shall promptly pay all taxes required by local, state, and federal laws.

EXCLUSIVE CONTRACT

The Company shall have the sole and exclusive franchise license and privilege to provide residential solid waste collection and removal services for and on behalf of the City. This agreement shall not constitute a franchisee or exclusive right to collect solid waste from commercial, institutional, and industrial units in the City.

TERM

This Contract shall be for an initial term of six (6) years effective August 1, 2020. The initial term of this Contract shall be automatically extended without any further action by the parties for up to four (4) additional one (1) year terms upon the same terms and conditions unless the City or Contractor elects to terminate this Contract effective upon

the expiration of the initial six (6) year term by giving the other party at least ninety (90) days prior written notice of termination by certified mail, return receipt requested.

The Contractor is advised that section 17-17-5 of the Mississippi Code of 1972, Annotated, allows the City of Newton to enter into contracts for the collection and disposal of garbage and rubbish for a term up to six (6) years. However, HB-1540, effective July 1, 2019, allows for contracts for the collection and disposal of garbage and rubbish for a term of up to ten (10) years. This can be an initial six (6) year term with up to four (4) one-year renewals.

PERFORMANCE BOND

The successful proposer(s) shall furnish within ten (10) days after notice of award a fully executed contract and a performance bond in the estimated annual fee for the proposals awarded on forms approved by the City of Newton. The Performance Bond shall serve as security for the faithful performance of this contract. Such bond will not be acceptable unless the surety is a reputable surety company, authorized to do business in the State of Mississippi and satisfactory to the City of Newton. The bond must be signed or countersigned by a Mississippi Resident Agent who has filed with the Mississippi Attorney General's office such papers as are necessary to show that the agent is qualified to execute said instruments.

EXPLANATIONS

Questions regarding the RFP may be submitted to the City Clerk.

GENERAL INFORMATION

Proposers shall inform themselves and comply with all pertinent regulations and ordinances. State and Federal laws, licenses, and tax liability which may in any manner affect their proposal and prosecutions of the work.

Selection Criteria: If a selection is made, the City of Newton will select the proposal that in the opinion of the City Council, shall be the most qualified on the basis of price (40%), technical factors (15%), cost factors (15%), and management factors (30%).

PRICE PROPOSAL FORM

Date: _____

PROPOSAL OF: _____

(hereinafter called the "Bidder")

organized and existing under the laws of the State of MS doing business as:

(Insert Corporation/Partnership/Individual)

TO THE CITY OF NEWTON (hereinafter called "Owner")

The Bidder, in compliance with the request for proposals for **RESIDENTIAL SOLID WASTE COLLECTION FOR CITY OF NEWTON, MISSISSIPPI**, and having examined the desired contract with related documents, hereby proposes to furnish all labor, materials, and supplies, and to perform the work in accordance with the Contract Documents, at the price stated below. This price is to cover all expenses incurred in performing the work required as stated in this Request for Proposals. By submission of the Proposal, each Bidder certifies, and in the case of a joint Proposal each party thereto certifies as to his own organization, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Bidder or with any other competitor.

PRICE PROPOSAL: The Bidder agrees to provide service as stated herein for:

One time per week service with Contractor provided 95-gallon carts. Per unit price includes Residential Units and Light Commercial Entities, as well as all no-charge Commercial services listed in the RFP.

_____ \$ _____ per Unit
(Written)

Moved by Bridges, seconded by Evans, to increase the capital improvement charges by the amount of \$5.00 per month, (total amount increase from \$3.05 per month to \$8.05 per month) beginning August 1, 2020.

Votes as follows:

Yea: Bridges, Evans and Wash.

Nay: Hillie.

Abstained: McCalphia.

Moved by Hillie, seconded by Bridges, to come out of executive session.

Vote was as follows:

Yea: Hillie, Bridges, McCalphia, Evans and Wash.

Nay: None.

Motion declared carried.

Back in open session.

RECESS:

Moved by Wash, seconded by Evans, to declare the meeting recessed until **5:30 P.M. Tuesday, July 7, 2020.**

Unanimously approved.

Approved by me, this the
16th June 2020.

MURRAY WEEMS, MAYOR

CHARLENE EVANS, CITY CLERK

POLICE DEPT.:

**FINANCING
OF VEHICLES:**

Moved by Hillie, second Bridges, to approve financing two (2) Dodge Durangos from Bankfirst at 2.39% for 60 months, monthly payments. \$1,146.00.
Vote as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash.
Nay: None.
Motion declared carried.

| | 36 mo. | 48 mo. | 60 mo. |
|--------------|---------------------|---------------------|---------------------|
| BancorpSouth | \$1,867.09 2.39% | \$1,418.32 2.44% | \$1,149.00 2.48% |
| Bankfirst | 2.34% \$1,862.00 | 2.37% \$1,414.00 | 2.39% \$1,146.00 |

**AMEND
AGENDA:**

Moved by McCalphia, seconded by Wash, to amend agenda to add accept donated vehicles for police department.
Vote was as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash.
Nay: None.
Motion declared carried.

**ACCEPT
DONATION:**

Moved by Wash, seconded by McCalphia, to accept the donation from the Rankin County Sheriff's Department of an 2012 & 2013 Chevrolet Tahoe.
Vote was as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash.
Nay: None.
Motion declared carried.

**EXECUTIVE
SESSION:**

Moved by Bridges, seconded by Evans, to enter into closed session to discuss the need for an executive session.
Vote was as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash.
Nay: None.
Motion declared carried.

Recreation Director/Public Works Administrator Powell was advised to stay.

The board entered into closed session.

Moved by Wash, seconded by Bridges, to come out of closed session.
Vote was as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash.
Nay: None.
Motion declared carried.

Moved by Bridges, seconded by McCalphia, to go into executive session to discuss personnel matters.
Vote was as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash.
Nay: None.
Motion declared carried.

The board entered into executive session, with the following persons present: Mayor Weems, City Clerk Evans, Alderpersons Hillie, Bridges, McCalphia, Evans and Wash, City Attorney Mayo, Police Chief Patrick and Public Works Director Snow.

Fire Chief Collins returned to meeting.

3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time, at a flat charge of _____ which will be paid by the contractor or, on his failure to pay, by the Purchaser.
4. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished.
5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification and will be deemed to have been modified upon the passage of an ordinance by the Mayor and Board of Alderman of the City of Newton, increasing or decreasing the rates herein above set forth in paragraph B. I hereof provided, however, that Seller shall not increase the rates charged top purchaser unless said increase is applicable to all customers of the seller. Seller further agrees to charge the same rates to Purchaser as a charge to commercial customers located within the city limits of Newton, MS. Other provisions of this contract may be modified or altered by mutual agreement.
6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
7. (Successor to the Purchaser) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.
8. As and when the Purchaser is able to construct the necessary facilities to provide its own water for its customers and does begin to furnish its own water for its system, this contract shall terminate and be of the further force and effect. As long as this contract remains in force and effect, the Purchaser agrees to pay any additional insurance premium incurred by Seller caused by the sale of water to Purchaser.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in two counterparts, each of which shall constitute an original.

Seller: City of Newton

By: [Signature]

Title: Mayor

Attest: [Signature]
City Clerk



Attest: [Signature]
Secretary

Purchaser: South Newton Rural Water

By: [Signature]

Title: Manager

RECREATION:

COMMUNITY SERVICE:

Moved by Hillie, seconded by Wash, to approve Demarious Evans, volunteer project to promote pick up trash in each Ward.
Vote as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash.
Nay: None.
Motion declared carried.

Fire Chief Collins left meeting.

**RESOLUTION GRANTING EXEMPTION
FROM AD VALOREM TAXES
FOR ADDITIONS PLACED INTO SERVICE IN 2020**

The Board of Aldermen of the City of Newton, Mississippi, this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to ESCO Group, LLC.

The governing authority finds that the above named enterprise has submitted verification and documentation as to the authenticity and accuracy of the application in regard to the true value of the property to be exempted and the date of completion of said enterprise. The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, Mississippi Code of 1972, as amended. A true copy of the application is attached hereto as Exhibit "A".

The governing authority does hereby grant, subject to approval and certification of the Mississippi Department of Revenue, ad valorem tax exemption to the above taxpayer for a period of 5 years, beginning January 1, 2020, on the property identified on the list attached hereto as Exhibit "B" with a total exempted amount of \$3,255,552.52.

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the Board of Aldermen of the City of Newton, Mississippi, for a period of 5 years as authorized by Section 27-31-101 et seq., Mississippi Code of 1972, as amended, on the 16th day of July, 2020.


MURRAY WEEMS, Mayor
City of Newton

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101, et seq., MISSISSIPPI
CODE OF 1972, AS AMENDED

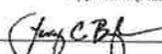
NAME OF ENTERPRISE ESCO Group LLC
 PHYSICAL ADDRESS 9098 Eastside Drive Ext.
 TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Mining Wear & Replacement Parts
 LOCATION - COUNTY Newton CITY Newton DATE OF COMPLETION Various * YEARS REQUESTED 5
* Note: Various capability expansion/replacement assets have been placed into service in throughout the year. Please refer to attached detail.

NEW (SECTION 27-31-101) _____ EXPANSION (SECTION 27-31-105) X

NEW JOBS Not Applicable ** ESTIMATED PAYROLL Not Applicable **
** Note: Current year additions will not have a direct impact on Newton facility jobs/payroll. See survey letter for discussion of anticipated job growth for the Newton facility.
 TRUE VALUE OF PROPERTY EXEMPTED \$3,255,552.52 *Attach an itemized list of property to be exempted as Exhibit "A".

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the Mississippi Department of Revenue and upon approval and certification by the Commission, the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant. This application is submitted on the 15th day of May, 2020.



ESCO Group LLC
 Applicant (Name of Taxpayer)
 By: 
 Title: Vice President, Tax and Treasurer

ATTEST:
 State of OREGON
 County of Clackamas
 Signed before me on May 15, 2020 by Jeremy C. Burroughs

Exhibit A


 Notary Signature

ESCO Group LLC
Mississippi Ad Valorem (Property Tax) Exemption Summary
Fixed Asset Additions as of 1/1/2020

Existing industries seeking ad valorem tax exemptions for any improvements or expansions made to their facilities must apply for an exemption on any additions, expansions or replacements which have been completed during any calendar year before June 1st of the year immediately following the year for which such exemptions are requested.

1/1/2020 Additions

| | |
|----------------------|---------------------|
| Expansion Projects | 1,571,701.88 |
| Improvement Projects | 1,381,121.68 |
| Replacement Projects | 302,728.98 |
| | <u>3,255,552.52</u> |

| Asset Class | Asset Number/Description | Year Requested | Permitted Use | Year | Cost Base | Exemption | Replacement |
|-------------|--------------------------|----------------|---------------|------|--------------|--------------|-------------|
| | Asset 11111 | 2018 | X | 2018 | 3,033.12 | 3,033.12 | |
| | Asset 11112 | 2018 | X | 2018 | 21,027.71 | 21,027.71 | |
| | Asset 11113 | 2018 | X | 2018 | 6,056.32 | 6,056.32 | |
| | Asset 11114 | 2018 | X | 2018 | 11,670.00 | 11,670.00 | |
| | Asset 11115 | 2018 | X | 2018 | 45,020.00 | 45,020.00 | |
| | Asset 11116 | 2018 | X | 2018 | 20,103.00 | 20,103.00 | |
| | Asset 11117 | 2018 | X | 2018 | 25,541.46 | 25,541.46 | |
| | Asset 11118 | 2018 | X | 2018 | 55,830.00 | 55,830.00 | |
| | Asset 11119 | 2018 | X | 2018 | 20,257.00 | 20,257.00 | |
| | Asset 11120 | 2018 | X | 2018 | 21,410.00 | 21,410.00 | |
| | Asset 11121 | 2018 | X | 2018 | 15,841.25 | 15,841.25 | |
| | Asset 11122 | 2018 | X | 2018 | 19,902.30 | 19,902.30 | |
| | Asset 11123 | 2018 | X | 2018 | 83,916.00 | 83,916.00 | |
| | Asset 11124 | 2018 | X | 2018 | 17,003.00 | 17,003.00 | |
| | Asset 11125 | 2018 | X | 2018 | 152,282.00 | 152,282.00 | |
| | Asset 11126 | 2018 | X | 2018 | 28,613.24 | 28,613.24 | |
| | Asset 11127 | 2018 | X | 2018 | 11,729.11 | 11,729.11 | |
| | Asset 11128 | 2018 | X | 2018 | 34,400.00 | 34,400.00 | |
| | Asset 11129 | 2018 | X | 2018 | 28,462.50 | 28,462.50 | |
| | Asset 11130 | 2018 | X | 2018 | 11,242.00 | 11,242.00 | |
| | Asset 11131 | 2018 | X | 2018 | 46,825.26 | 46,825.26 | |
| | Asset 11132 | 2018 | X | 2018 | 4,020.00 | 4,020.00 | |
| | Asset 11133 | 2018 | X | 2018 | 33,251.44 | 33,251.44 | |
| | Asset 11134 | 2018 | X | 2018 | 43,442.44 | 43,442.44 | |
| | Asset 11135 | 2018 | X | 2018 | 253,103.11 | 253,103.11 | |
| | Asset 11136 | 2018 | X | 2018 | 11,602.40 | 11,602.40 | |
| | Asset 11137 | 2018 | X | 2018 | 2,020.00 | 2,020.00 | |
| | Asset 11138 | 2018 | X | 2018 | 38,400.00 | 38,400.00 | |
| | Asset 11139 | 2018 | X | 2018 | 34,443.33 | 34,443.33 | |
| | Asset 11140 | 2018 | X | 2018 | 142,752.00 | 142,752.00 | |
| | Asset 11141 | 2018 | X | 2018 | 55,000.00 | 55,000.00 | |
| | Asset 11142 | 2018 | X | 2018 | 200,700.00 | 200,700.00 | |
| | Asset 11143 | 2018 | X | 2018 | 1,807,714.21 | 1,807,714.21 | |
| | Asset 11144 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11145 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11146 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11147 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11148 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11149 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11150 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11151 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11152 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11153 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11154 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11155 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11156 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11157 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11158 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11159 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11160 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11161 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11162 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11163 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11164 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11165 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11166 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11167 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11168 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11169 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11170 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11171 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11172 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11173 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11174 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11175 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11176 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11177 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11178 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11179 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11180 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11181 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11182 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11183 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11184 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11185 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11186 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11187 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11188 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11189 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11190 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11191 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11192 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11193 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11194 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11195 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11196 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11197 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11198 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11199 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11200 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11201 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11202 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11203 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11204 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11205 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11206 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11207 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11208 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11209 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11210 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11211 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11212 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11213 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11214 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11215 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11216 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11217 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11218 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11219 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11220 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11221 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11222 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11223 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11224 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11225 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11226 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11227 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11228 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11229 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11230 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11231 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11232 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11233 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11234 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11235 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11236 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11237 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11238 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11239 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11240 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11241 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11242 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11243 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11244 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11245 | 2018 | X | 2018 | 200,714.21 | 200,714.21 | |
| | Asset 11246 | 2018 | X | 2018 | 200,714.21</ | | |

**ESCO Group LLC
Mississippi Ad Valorem (Property Tax) Exemption Summary
Fixed Asset Additions as of 1/1/2020**

Existing industries seeking ad valorem tax exemptions for any improvements or expansions made to their facilities must apply for an exemption on any additions, expansions or replacements which have been completed during any calendar year before June 1st of the year immediately following the year for which such exemptions are requested.

1/1/2020 Additions

| | |
|----------------------|---------------------|
| Expansion Projects | 1,571,701.96 |
| Improvement Projects | 1,351,421.66 |
| Replacement Projects | 302,728.95 |
| | <u>3,225,852.57</u> |

Exhibit B

| Account No. | Account Name | Year | Number | Value | Exemption | Category | Exemption | Exemption | Exemption |
|--------------|-----------------------|------|--------|---------------------|---------------------|----------|---------------------|---------------------|---------------------|
| | | | | | | | | | |
| 10011 | WATER TREATMENT PLANT | 2019 | 1 | 1,571,701.96 | 1,571,701.96 | 10011 | 1,571,701.96 | 1,571,701.96 | 1,571,701.96 |
| 10012 | WATER TREATMENT PLANT | 2019 | 1 | 1,351,421.66 | 1,351,421.66 | 10012 | 1,351,421.66 | 1,351,421.66 | 1,351,421.66 |
| 10013 | WATER TREATMENT PLANT | 2019 | 1 | 302,728.95 | 302,728.95 | 10013 | 302,728.95 | 302,728.95 | 302,728.95 |
| TOTAL | | | | | | | | | |
| | | | | 3,225,852.57 | 3,225,852.57 | | 3,225,852.57 | 3,225,852.57 | 3,225,852.57 |

PUBLIC WORKS:

**CONTRACT WITH
SO. NEWTON
RURAL WATER:**

Moved by Bridges, seconded by Hillie, to approve bulk rate water purchase contract.
Vote as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash.
Nay: None.
Motion declared carried.

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as the 16th day of June, 2020, between the CITY OF NEWTON, hereinafter referred to as the "Seller" and the SOUTH NEWTON RURAL WATER ASSOCIATION, INC., hereinafter referred to as the "Purchaser".

Whereas, the Purchaser is organized and established under the provisions of Section 79-11-1 of the Code of Mississippi 1972, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Whereas, by Resolution enacted on the 16th day of June, 2020, by the Seller the sale of water to the Purchaser in accordance with the provisions of the said Resolution was approved, and the execution of this contract carrying out the said Resolution by the Mayor, and attested by the Secretary, was duly authorized, and

16th Whereas, by Resolution of the Board of Directors of the Purchaser, enacted on the day of June, 2020, the purchaser of water from the Seller in accordance with the terms set forth in the said Resolution was approved, and the execution of this contract by the Secretary, and attested by the Secretary was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Mississippi State Department of Health in such quantity as may be required by the Purchaser.
2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated at 45psi from an existing 4 inch main supply at a point located at the intersection of Northside Drive and Scanlan Street. If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of

water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the 3 months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on or about the 15th of each month. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.
4. (Billing Procedure) To furnish the Purchaser at the above address not later than the 1st day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 10th day of each month, for water delivered in accordance with the following schedule of rates:
 - a. \$421.75 per 374,000 gallons (50,000 cu. Ft.)
2. (Connection Fee) To pay the actual cost of the labor and materials necessary to connect the Seller's system with the system of the Purchaser, which shall cover any and all costs of the Seller for installation of the metering equipment and water taps (all 4")
- C. It is further mutually agreed between the Seller and the Purchaser as follows:
 1. (Term of Contract) That this contract shall remain in force until such time as the Purchaser is able to produce, supply and furnish its own water requirements from its own system but not to exceed 10 years from the date of this agreement.
 2. (Delivery of Water) That 60 days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.

PROPOSER agrees to negotiate in good faith with the City regarding any and all terms and pricing as stated in this proposal.

RESPECTFULLY SUBMITTED BY:

Name / Title

Signature

ATTEST:

Name / Title

Signature

PAYMENT APPROVAL:

Moved by Wash, seconded by Bridges, to approve payment to Steve Dixon in the amount of \$ 800.00 for June and July 2020 when funds available, for file storage during the City Hall project. (storage building)
Vote was as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash
Nay: None
Motion declared carried.

RE-ISSUE CHECK:

Moved by Bridges, seconded by McCalphia, to stop payment on check # 66488 in the amount of \$111.61 on May 29, 2020, to Bradley Capps, due to being lost and reissue it. (Payroll Check)
Vote was as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash.
Nay: None.

ESCO RESOLUTION:

Moved by Bridges, seconded by Wash, to approve the Esco tax exemption resolution.
Vote was as follows:
Yea: Hillie, Bridges, McCalphia, Evans and Wash
Nay: None
Motion declared carried.