

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
May 2, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on May 2, 2017 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Jason Walker, and Henry Vaughn, Sr. Alderman Scott Maynard appeared telephonically. Aldermen Lisa Wynn, David Little and Roy A.' Perkins were absent. Attending the Board were Deputy Clerk Lashonda Williams and Attorney Chris Latimer.

Mayor Parker Wiseman opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Parker Wiseman asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Maynard requested the following changes to the published May 2, 2017 Official Agenda:

Add Agenda Item XI. H. 1. Consideration to advertise for certified life guards for the Park and Recreation Department.

Remove Agenda Item IV. Consideration of the April 4, 2017 minutes.

Remove Agenda Item XI. F. 3. Consideration of granting permission to allow SFD to host a Citizen Fire Academy in July, 2017.

Remove Agenda Item XI. L. 3. Request approval of an agreement between the City of Starkville and the Oktoc water association which will allow the association to provide water meter readings to the city as the basis for billing of sewer service to those residents who receive sewer service from the City of Starkville and enables the disconnection of water service in the event of non-payment of sewer bills.

Add All Agenda Items with the exception of the Claims Docket to a Consent Agenda.

Mayor Wiseman called for any objections to the items requested to be added to Consent to be added without reading each in their entirety. There being no objections, he asked that a Consent Agenda be added to the Official Agenda as Item IV. in place of the Minutes which have been removed.

There being no objections to these changes, the Mayor asked for further revisions to the published May 2, 2017 Official Agenda. There were no further revisions.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Alderman Carver offered a motion, duly seconded by Alderman Vaughn, to approve the May 2, 2017 Official Agenda as revised, including consent items. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Absent
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, MAY 2, 2017
5:30 P.M., STARKVILLE CITY HALL
110 WEST MAIN STREET**

Alderman Maynard will appear telephonically

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA**
- IV. APPROVAL OF THE CONSENT AGENDA**
- V. ANNOUNCEMENTS AND COMMENTS**
 - A. MAYOR'S COMMENTS:
 - B. BOARD OF ALDERMEN COMMENTS:
- VI. CITIZEN COMMENTS**
- VII. PUBLIC APPEARANCES**
- VIII. PUBLIC HEARING**
- IX. MAYOR'S BUSINESS**

- A. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE RENEWAL TO BCI MISSISSIPPI BROADBAND, LLC d/b/a MAXXSOUTH BROADBAND, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN STARKVILLE, MISSISSIPPI; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.**
- B. DISCUSSION AND CONSIDERATION OF VA 17-07 A REQUEST BY ADVANCED COLLISION REPAIR FOR A VARIANCE FROM SIDEWALK INSTALLATION REQUIREMENTS AT 1025 HIGHWAY 12 WEST IN A C-2 ZONE WITH THE PARCEL # 103I-00-006.00.**
- C. DISCUSSION AND CONSIDERATION OF VA 17-08 A REQUEST BY RMR INVESTMENTS COMPANY, LLC FOR A VARIANCE FROM PARKING REQUIREMENTS AT LOT 107 GUEST DRIVE IN AN R-5 ZONE WITH THE PARCEL # 103A-00-001.45.**
- D. CONSIDERATION OF APPROVAL TO AUTHORIZE THE CITY OF STARKVILLE TO COMMIT FUNDS OTHER THAN CDBG FUNDS TO A PROJECT UNDER THE MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.**
- E. CONSIDERATION OF THE APPROVAL TO AUTHORIZE THE CITY OF STARKVILLE TO COMMIT RESOURCES TO MAINTAIN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**

IMPROVEMENTS TO THE ROUNDHOUSE ROAD AREA SEWER IMPROVEMENTS.

F. CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE, MISSISSIPPI TO DEVELOP LOCAL PROCEDURES DESIGNED TO FOSTER CITIZEN PARTICIPATION IN THE PLANNING AND IMPLEMENTATION OF ALL HUD FUNDED PROJECTS.

G. CONSIDERATION OF FURNITURE PURCHASES FOR POLICE DEPARTMENT.

H. CONSIDERATION OF A CITY OF STARKVILLE SUMMER YOUTH PROGRAM.

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF CITY OF STARKVILLE RUBBISH SITE 2017 PERMIT MODIFICATION AND ON CALL ENGINEERING SERVICES PROPOSAL.

B. CONSIDERATION TO PURCHASE TREE PLANTING SUPPLIES INCLUDING MULCH, STAKES, ETC. FOR THE TREE PLANTING PROJECT ALONG LYNN LANE AT A COST NOT TO EXCEED \$1000 WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 4 DISCRETIONARY FUNDS.

C. UPDATE ON THE PURCHASE ORDER (PO) POLICY FOR THE MAYOR AND BOARD OF ALDERMAN.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF T&M STEEL SUPPLEMENTAL AGREEMENT # 3, DRAINAGE ALTERNATIVE, TO BE PAID FROM THE 2014 FAA GRANT IN THE AMOUNT OF \$24,700.00.

2. REQUEST APPROVAL THE LOWEST QUOTE FROM TERRY STIDHAM CONSTRUCTION FOR CLEARING AND GRUBBING OF 20.9 ACRES ON THE SOUTH END OF GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$46,575.00.

B. COMMUNITY DEVELOPMENT DEPARTMENT

A. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

B. PLANNING

a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE MAIN STREET ASSOCIATION TO HOLD THE ANNUAL 2017 KING COTTON CRAWFISH BOIL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

b. CONSIDERATION OF A RESOLUTION PURSUANT TO SECTION 17-1-23 OF THE MISSISSIPPI CODE ON 1972, AS AMENDED, APPROVING OF AND CONSENTING TO THE RATIFICATION AND JOINDER BY STARK ALAN, LLC OF PLAT; AUTHORIZING THE MAYOR TO EXECUTE APPROVAL OF SAID RATIFICATION AND JOINDER; AUTHORIZING THE CHANCERY CLERK TO MAKE A MARGINAL NOTATION ON THE PLAT INDICATING SUCH RATIFICATION AND JOINDER; AND AUTHORIZING THE CHANCERY CLERK TO RECORD SUCH RATIFICATION AND JOINDER.

- c. CONSIDERATION OF THE CALL FOR A PUBLIC HEARING PURSUANT TO MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 84 EUTAW STREET IN THE CITY OF STARKVILLE, MISSISSIPPI IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY PURSUANT AND THAT THE CITY STAFF PROVIDE PROPER NOTICE AS TO MISS. CODE ANN. § 21-19-11.

A. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

B. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

C. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 26, 2017 FOR FISCAL YEAR ENDING 9/30/17.

D. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW SFD TO CONDUCT ANNUAL FIREFIGHTER PHYSICALS THROUGH NORTH GREENVILLE AT A COST OF \$14,039.
2. REQUEST PERMISSION TO ALLOW THE SFD PERMISSION TO ESTABLISH A FIREFIGHTER ASSOCIATION.

E. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

F. PARKS

1. CONSIDERATION TO ADVERTISE FOR CERTIFIED LIFE GUARDS.

G. PERSONNEL

1. REQUEST AUTHORIZATION TO ADD KENNY EDMONDS TO THE RESERVE OFFICER PROGRAM.
2. REQUEST AUTHORIZATION TO HIRE RICHARD MCBRIDE, AS A FULL TIME TEMPORARY FIREFIGHTER, IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST APPROVAL TO ADVERTISE TO HIRE A TEMPORARY FULL-TIME ANIMAL CONTROL OFFICER, IN THE STARKVILLE POLICE DEPARTMENT.
4. REQUEST APPROVAL TO HIRE DAVID M. WISE, AS THE ACCOUNTANT/ACCOUNTING CLERK, IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE ANN MARIE LOGAN, AS THE MANAGER OF ACCOUNTING & FINANCE, IN THE STARKVILLE UTILITIES DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE BRETT BARKSDALE, AS A MAINTENANCE WORKER II, IN THE STREET DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE JULIO MCKINNEY AND NATHAN GAUDIN, AS FULL TIME FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
8. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF PAYROLL/COLLECTOR CLERK, IN THE STARKVILLE UTILITIES DEPARTMENT.

H. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW OFFICER ANDY ROUND AND TAYLOR WELLS, TO ATTEND MELOA MOTORCYCLE TRAINING, WHICH WILL BE HELD IN DIBERVILLE MISSISSIPPI, FROM JUNE 11-16, AT A TOTAL COST OF \$920.00.
2. CONSIDERATION FOR CPL TYLER DAVIS, OFFICER QUENTIN SAULSBERRY, OFFICER HUNTER BROWN, OFFICER ANTOINE GOLDEN, OFFICER SCOTT CALDWELL, AND PRINSTON HENDERSON TO ATTEND TO 16TH ANNUAL NATIONAL LAWFIT CHALLENGE IN PEARL, MISS ON JUNE 8-10-, 2017 WITH ADVANCE TRAVEL NOT TO EXCEED \$1,203.00.

I. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE THE 69 KV SWITCHES REQUIRED TO PUT NEW BREAKER IN SERVICE AT NORTHWEST SUBSTATION FROM CLEAVELAND/PRICE, INC. FOR A TOTAL PRICE OF \$24,202.
2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR ELECTRIC DEPARTMENT MATERIAL FOR THE PERIOD JULY 1, 2017 THROUGH DECEMBER 31, 2017.
3. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE A POWER SUPPLY AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY, RASPET RESEARCH FLIGHT LABORATORY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL MAY 16, 2017 @ 5:30 AT STARKVILLE CITY HALL AT 110 WEST MAIN STREET.

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

APPENDIX A
CONSENT AGENDA

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE RENEWAL TO BCI MISSISSIPPI BROADBAND, LLC d/b/a MAXXSOUTH BROADBAND, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN STARKVILLE, MISSISSIPPI; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.
- B. DISCUSSION AND CONSIDERATION OF VA 17-07 A REQUEST BY ADVANCED COLLISION REPAIR FOR A VARIANCE FROM SIDEWALK INSTALLATION REQUIREMENTS AT 1025 HIGHWAY 12 WEST IN A C-2 ZONE WITH THE PARCEL # 103I-00-006.00.
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- D. CONSIDERATION OF APPROVAL TO AUTHORIZE THE CITY OF STARKVILLE TO COMMIT FUNDS OTHER THAN CDBG FUNDS TO A PROJECT UNDER THE MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.
- E. CONSIDERATION OF THE APPROVAL TO AUTHORIZE THE CITY OF STARKVILLE TO COMMIT RESOURCES TO MAINTAIN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IMPROVEMENTS TO THE ROUNDHOUSE ROAD AREA SEWER IMPROVEMENTS.
- F. CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE, MISSISSIPPI TO DEVELOP LOCAL PROCEDURES DESIGNED TO FOSTER CITIZEN PARTICIPATION IN THE PLANNING AND IMPLEMENTATION OF ALL HUD FUNDED PROJECTS.
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1. REQUEST APPROVAL TO ALLOW OFFICER ANDY ROUND AND TAYLOR WELLS, TO ATTEND MELOA MOTORCYCLE TRAINING, WHICH WILL BE HELD IN DIBERVILLE MISSISSIPPI, FROM JUNE 11-16, AT A TOTAL COST OF \$920.00.
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L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE THE 69 KV SWITCHES REQUIRED TO PUT NEW BREAKER IN SERVICE AT NORTHWEST SUBSTATION FROM CLEVELAND/PRICE, INC. FOR A TOTAL PRICE OF \$24,202.
2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR ELECTRIC DEPARTMENT MATERIAL FOR THE PERIOD JULY 1, 2017 THROUGH DECEMBER 31, 2017.
3. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE A POWER SUPPLY AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY, RASPET RESEARCH FLIGHT LABORATORY.

Consent items 2 – 33:

2. CONSIDERATION OF CALLING FOR TWO PUBLIC HEARINGS FOR AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE RENEWAL TO BCI MISSISSIPPI BROADBAND, LLC d/b/a MAXXSOUTH BROADBAND, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN STARKVILLE, MISSISSIPPI; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “motion calling for two public hearings for an Ordinance granting a nonexclusive franchise renewal to BCI Mississippi Broadband, LLC d/b/a Maxxsouth Broadband, its successors and assigns, to construct, operate, and maintain a cable system in Starkville, Mississippi; and setting forth conditions accompanying the grant of the franchise; and providing for regulation and use of the cable system” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF VA 17-07 A REQUEST BY ADVANCED COLLISION REPAIR FOR A VARIANCE FROM SIDEWALK INSTALLATION REQUIREMENTS AT 1025 HIGHWAY 12 WEST IN A C-2 ZONE WITH THE PARCEL # 103I-00-006.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval of VA 17-07 a Request by Advanced Collision Repair for a Variance from sidewalk installation requirements at 1025 Highway 12 West in a C-2 zone with the parcel # 103I-00-006.00” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF VA 17-08 A REQUEST BY RMR INVESTMENTS COMPANY, LLC FOR A VARIANCE FROM PARKING REQUIREMENTS AT LOT 107 GUEST DRIVE IN AN R-5 ZONE WITH THE PARCEL # 103A-00-001.45.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval of VA 17-08: a Request by RMR Investments Company, LLC for a Variance from Parking Requirements at Lot 107 Guest Drive in an R-5 zone with the parcel # 103A-00-001.45” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVAL TO AUTHORIZE THE CITY OF STARKVILLE TO COMMIT FUNDS OTHER THAN CDBG FUNDS TO A PROJECT UNDER THE MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the April 18, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to commit funds other than CDBG funds to a project under the Mississippi Community Development Block Grant (CDBG) Program” is enumerated, this consent item is thereby approved.

**A RESOLUTION
AUTHORIZING THE CITY OF STARKVILLE
TO COMMIT FUNDS OTHER THAN CDBG FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM**

WHEREAS, the State of Mississippi has funds available under the Mississippi Community Development Block Grant (CDBG) Program for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, citizens of the City of Starkville have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Mississippi Community Development Block Grant Program; and

WHEREAS, the City of Starkville Mayor and Board of Aldermen intend to leverage CDBG Public Facilities funds with other funds in order to provide maximum use of program funds;

NOW, THEREFORE, BE IT RESOLVED, that City of Starkville does hereby commit, matching funds for the project equal to the amount of the awarded grant not to exceed \$600,000 to be derived from a Mississippi Capital Improvements Revolving Loan Fund Program (CAP Loan) to leverage said CDBG funds for the proposed public facilities sewer improvements project to alleviate a threat to health and meet the threshold requirements of the CDBG program.

SO ORDERED, THIS 2nd DAY OF May 2017, BY THE CITY OF STARKVILLE IN REGULAR SESSION.

CITY OF STARKVILLE

Parker Wiseman, Mayor

ATTEST:_____
Lesa Hardin, City Clerk

(SEAL)

6. CONSIDERATION OF THE APPROVAL TO AUTHORIZE THE CITY OF STARKVILLE TO COMMIT RESOURCES TO MAINTAIN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) IMPROVEMENTS TO THE ROUNDHOUSE ROAD AREA SEWER IMPROVEMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval to authorize the City of Starkville to commit resources to maintain Community Development Block Grant (CDBG) Improvements to the Roundhouse Road area sewer improvements” is enumerated, this consent item is thereby approved.

7. CONSIDERATION AND APPROVAL OF THE CITY OF STARKVILLE, MISSISSIPPI TO DEVELOP LOCAL PROCEDURES DESIGNED TO FOSTER CITIZEN PARTICIPATION IN THE PLANNING AND IMPLEMENTATION OF ALL HUD FUNDED PROJECTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the City of Starkville, Mississippi to develop local procedures designed to foster citizen participation in the planning and implementation of all HUD funded projects.” is enumerated, this consent item is thereby approved.

CITIZEN PARTICIPATION PLAN

City of Starkville, Mississippi

May 2, 2017

The City of Starkville, Mississippi agrees to develop local procedures designed to foster citizen participation in the planning and implementation of all HUD funded projects. In an effort to accomplish this goal, the City will:

- Encourage *Citizen Participation* with particular emphasis on participation by persons of low and moderate income, who are residents of areas in which the HUD funds are proposed to be used and as described in Section 106(a) of the Housing and Urban Development (HUD) Act of 1974, provides for participation of residents in low and moderate income neighborhoods as defined by the City of Starkville;
- Provide citizens with reasonable and timely access to local meetings, information and records relating to written complaints and grievances;
- Provide for technical assistance to groups representing persons of low-and-moderate income who request assistance in developing proposals with the level and type of assistance to be determined;
- Provide for reasonable opportunities to obtain citizens' views, comments and responses to proposals, and questions at all stages of the program, including at least the development of needs, the review of proposed activities and review of program performance;
- Information will be posted on the City's official website and/or posted in public places such as City Hall, with directions as to where the information may be inspected. All comments will be responded to in a timely manner and maintained;
- Provide for a timely written answer to written complaints and grievances, within fifteen (15) business days;
- Identify how the needs of non-English speaking residents will be met where a significant number of non-English speaking residents can be reasonably expected to participate; and
- The City of Starkville will document and maintain its citizen participation process.

Parker Wiseman, Mayor

Lesa Hardin, City Clerk

8. CONSIDERATION OF FURNITURE PURCHASES FOR POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the "Approval of the recommendation to purchase furniture as presented by Shafer & Associates with all furniture to be at or below state contract pricing" is enumerated, this consent item is thereby approved.

SHAHER & ASSOCIATES
OFFICE OF ARCHITECTURE

April 24, 2017

City of Starkville
110 West Main Street
Starkville, Mississippi 39759

RE: Furniture Package for the Starkville Police Department

To Whom It May Concern:

Please accept this letter and accompanying material as our formal recommendation for the above referenced project.

Shafer-Zahner-Zahner, PLLC requested bids from Business Interiors and from Sullivan's Office Supply for 339 furniture pieces:

- | | |
|------------------------------------|--------------------------------------|
| 1 - Display Case (1) | 14 - Executive Level Round Table (1) |
| 2 - Cork Board Displays (2) | 15 - Standard Round Tables (5) |
| 3 - Omit | 16 - Standard Straight Tables (21) |
| 4 - Podiums (2) | 17 - Large Straight Table (1) |
| 5 - Executive Level L-Desk (1) | 18 - Executive Level Task Chairs (2) |
| 6 - Standard L-Desk (37) | 19/20 - Standard Task Chairs (40) |
| 7 - Standard U-Desk (4) | 21 - Armless Task Chairs (44) |
| 8 - Standard Straight Desk (2) | 22 - Executive Level Side Chairs (8) |
| 9 - Executive Level Credenza (2) | 23 - Multi-Purpose Chairs (130) |
| 10 - Standard Credenza (9) | 24 - Conference Chairs (14) |
| 11 - Executive Level Bookcases (2) | 25 - Stainless Steel Table (1) |
| 12 - Standard Bookcases (2) | 26 - Filing Cabinets (6) |
| 13 - Conference Table (1) | 27 - Side Table (1) |

We provided both furniture contractors with the exact manufacturer/model decided upon by the architect and the Chief of Police for each piece of furniture and asked them to provide us with the State Contract price and their best and final price. After receiving and reviewing the two bids, we recommend the city purchase the lowest priced items as

identified on the bid form. Therefore, no substitutions were considered because the combined costs of the specified furniture were within the city's budget.

Specifically, our recommendation is detailed below:

Sullivan's to provide the following for a total of \$41,615.05:

1 - Display Case (1)	19/20 - Standard Task Chairs (40)
2 - Cork Board Displays (2)	21 - Armless Task Chairs (44)
4 - Podiums (2)	22 - Executive Level Side Chairs (8)
16 - Standard Straight Tables (21)	23 - Multi-Purpose Chairs (130)
17 - Large Straight Table (1)	24 - Conference Chairs (14)
18 - Executive Level Task Chairs (2)	

Business Interiors to provide the following for a total of \$40,601.40:

5 - Executive Level L-Desk (1)	12 - Standard Bookcases (2)
6 - Standard L-Desk (37)	13 - Conference Table (1)
7 - Standard U-Desk (4)	14 - Executive Level Round Table (1)
8 - Standard Straight Desk (2)	15 - Standard Round Tables (5)
9 - Executive Level Credenza (2)	25 - Stainless Steel Table (1)
10 - Standard Credenza (9)	26 - Filing Cabinets (6)
11 - Executive Level Bookcases (2)	27 - Side Table (1)

Total for both lots of furniture come in at \$82,216.45. All supporting documents are attached. If you have any questions regarding our recommendations, please contact me at your earliest convenience.

Sincerely,



Gary Shafer, AIA
Registered Architect

Enclosures

9. CONSIDERATION OF A CITY OF STARKVILLE SUMMER YOUTH PROGRAM.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a 2017 Summer Youth Program” is enumerated, this consent item is thereby approved.

\$10,000 was budgeted as a match for the MDOT Summer Youth Program. The amount of the grant would have been \$35,000, based on past grants for a total program of \$45,000. MDOT has chosen to discontinue this grant program. Departments have asked to have a City program for ages 16 – 24 as in the past, except the City will fund and administer the summer program. Applications will be available May 8, if Board approved, and taken to area schools as well as advertised.

Twenty One (21) workers have been requested by departments:

4 workers to be paid from engineering and streets

8 workers to be paid from sanitation and environmental services

1 worker to be paid from park improvement

3 workers to be paid from Starkville Utilities

5 workers to be paid from general fund budget for youth summer workers plus

Extension of Intern Joanna Beeland’s hours (5 extra hours per week) to be paid from city clerk budget

This will be for the months of June and July for 8 weeks, at 20 hours per week at \$7.50 per hour = \$150.00 per worker per week. The total cost per worker for 8 weeks with FICA match will be \$1,291.80. This will result in a total estimated cost of \$27,500.00 (of which \$10,000.00 has already been budgeted) for a cost of \$17,500.00 to be spread among the departments requesting summer youth workers.

Nav Ashford and Lesa Hardin will develop applications and guidelines based on the grant guidelines of the previous MDOT grant.

10. CONSIDERATION OF CITY OF STARKVILLE RUBBISH SITE 2017 PERMIT MODIFICATION AND ON CALL ENGINEERING SERVICES PROPOSAL.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the City of Starkville Rubbish Site 2017 Permit Modification and on call engineering services proposal” is enumerated, this consent item is thereby approved.

**Engineering Services Proposal
For
City of Starkville Environmental and Sanitation Department
Starkville, Ms.**

**Rubbish Site Permit Modification for Lateral Expansion
And
Rubbish Site Permit On-Call (As-Needed) Engineering Services**

Background

The Engineering Services Proposal ("Agreement") executed on May 17, 2016 and amended on September 15, 2016, between the City of Starkville and Neel-Schaffer (NSI), defined Tasks 1 through 3 related to the renewal of the City's Certificate of Coverage (COC) to operate a Class I rubbish site under the Mississippi Statewide General Permit ("General Permit") for a Class I Rubbish Site. A general description of tasks completed in the Scope of Services of the Agreement is included below:

- Task 1. Due Diligence, Boundary Establishment, and Topographic Survey
- Task 2. Wetland Delineation
- Task 3.
 - A. Minor Modification of the City's Existing COC – Redefined Cell 2 Liner Base Elevation and Geology and prepared Site Develop Drawings;
 - B. Confirmed geology of existing buffer space surrounding cell 2 as suitable for use as liner material for proposed lateral expansion of rubbish site along Cells 2, 1 and 5.
 - C. Performed meets and bounds survey for City's use in acquiring rubbish site lateral expansion property

The General Permit (GP) for Class 1 Rubbish Sites has expired and MDEQ has published a notice for all Class 1 COC's to continue operating under the existing GP until the new one is issued. A copy of the notice is attached and made part of this proposal. We understand MDEQ will allow the City to pursue a lateral expansion by modifying the City's COC to operate under the existing GP. The request for modifying the COC will be similar in nature to the Notice of Intent required for Class 1 Rubbish Site permit renewals. Documents included with the modification should have the potential for reuse in the upcoming permit renewal.

It is recommended the City continue ongoing efforts to modify the COC for a lateral expansion of the rubbish site along the north lines of Cells 1 and 2 and the east lines of Cells 1 and 5. A Scope of Services for this task is presented below.

SCOPE OF SERVICES

TASK 4 - CERTIFICATE OF COVERAGE (COC) MODIFICATION FOR LATERAL EXPANSION

- A. Due diligence review of Cell 5 closure – services shall include preliminary site investigation of final cover material using City's rubbish site staff and equipment to excavate small trenches at predetermined locations for visual observation of final cover material.
- B. If final cover material exists, additional geotechnical investigation and testing would then be performed to confirm existing final cover material meets requirements of the MS Nonhazardous Solid Waste Management Regulations. Services for this part will only be initiated, if final cover material exists.
- C. Perform a slope stability analysis for adding the lateral expansion area to the existing site. The slope stability analysis will determine if the highest surface(s) in Cell 1 have exceeded safe slope-height

requirements or if rubbish at the higher elevations needs to be relocated.

- D. Provide COC modification request to MDEQ on behalf of the City in the form of a Rubbish Disposal Application/Notice of Intent and/or other forms required by MDEQ. In general, site development drawings, US Army Corp. of Engineer jurisdictional determinations, property information, natural geology, property information, plan of operation and other pertinent information for the modification will be included with the submittal to MDEQ.

COMPENSATION

Compensation to the Engineer for services performed under this Agreement for **Task 4** will be as follows:

Item A. - Due Diligence Review of Cell 5 Closure: an hourly not to exceed amount of \$720.00.

Part B. - Final Cover Geotechnical Investigation: a fixed fee amount of \$3,500.

Part C. - Slope Stability Analysis: a fixed fee amount of \$7,700.00.

Part D. - COC Modification Request to MDEQ: an hourly not to exceed fee amount of \$18,000.00.

A summary of fees and man-hour estimates for **Task 4** are presented in the attached Table 1.

Exhibit B, General Terms and Conditions is attached and hereby made a part of this agreement for **Task 4**.

The City of Starkville Environmental and Sanitation Department has also requested Neel-Schaffer, Inc. (NSI) provide engineering and services in the form of individual task orders related to operating the City's rubbish site in accordance with the City's Certificate of Coverage (COC) to operate a Class I rubbish site under the Mississippi Statewide General Permit ("General Permit") for a Class I Rubbish Site.

TASK 5 - CLASS 1 RUBBISH SITE PERMIT - ON CALL ENGINEERING SERVICES

Task orders shall typically include attending MDEQ inspections, site visits, surveying needs and other related activities performed on an annual basis, at the request of the Director of the Environmental and Sanitation Department. Requests for services by the Owner may be in a verbal or written form of communication.

COMPENSATION

Compensation to the Engineer for services performed under this Agreement for **Task 5** would be on an hourly basis for each task order request. Should the running total of fees billed for each task order request during the current year of services approach or reach a ceiling (cap) of \$6,000.00, a separate amendment or new proposal would then be presented to the City for consideration at that time.

TIME SCHEDULE

Subject to the Provisions of Paragraph 12 of Exhibit B, General Terms and Conditions, this Agreement for **Task 5** shall remain in effect for one year from the date of the agreement being executed by both parties and will be automatically renewed annually for total fees not to exceed \$6,000.00 for that year or will terminate when a new agreement is executed.

Accepted by:

Accepted by:

City of Starkville, MS

Date: _____

Neel-Schaffer, Inc.

Date: _____



STATE OF MISSISSIPPI
PHIL BRYANT
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GARY C. RIKARD, EXECUTIVE DIRECTOR

January 25, 2017

Re: Class I and Class II General
Permit Renewal Update

To all Class I and Class II Rubbish General Permit Coverage Holders:

As you may know, the statewide general permits for the operation of Class I and Class II rubbish sites (SWGP-R1 and SWGP-R2, respectively) expired on December 31, 2016. Both the Class I and Class II permits are currently being drafted, but have not been reissued as of this date. **Please be advised that all existing coverages under these general permits will be administratively continued and remain in force and effect until the general permit reissuance process has been completed.**

Once these general permits are reissued, you will be notified by MDEQ and provided with specific instructions on how to apply for coverage renewal. **To reiterate, there is no action at this time required of current rubbish site general permit coverage holders in regards to seeking coverage renewal.**

Additionally, please be aware that prior to reissuance of the general permits you will have an opportunity to provide comments on the draft permits during the advertised public comment period and public hearing on the draft permits. If you have any further questions about the rubbish site general permits or the permit reissuance and/or re-coverage process, please feel free to contact the MDEQ Waste Division staff at 601-961-5171.

Sincerely,

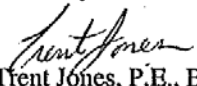

Trent Jones, P.E., BCCE
Interim Solid Waste Permitting Manager
Waste Division

EXHIBIT B
NEEL-SCHAFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of the Engineer.** Engineer will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by Engineer, shall be at Client's sole risk.

7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.

11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however,

shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** N/A
15. **N/A**
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$1,000,000/\$2,000,000; automotive liability with limits of at least \$1,000,000/\$1,000,000; and professional liability insurance with an annual limit of at least \$1,000,000.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that

Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

21. Risk Allocation, N/A

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth

- laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
28. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in no other venue other than the Circuit Court of the Project County, Mississippi.
29. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
30. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
31. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
32. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.
33. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Engineer the following information relative to the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
34. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.
35. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

11. CONSIDERATION TO PURCHASE TREE PLANTING SUPPLIES INCLUDING MULCH, STAKES, ETC. FOR THE TREE PLANTING PROJECT ALONG LYNN LANE AT A COST NOT TO EXCEED \$1000 WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 4 DISCRETIONARY FUNDS.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “Approval to purchase tree planting supplies including mulch, stakes, etc. for the tree planting project along Lynn Lane at a cost not to exceed \$1000 with the funding for this project to come from Ward 4 discretionary funds” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF THE PURCHASE ORDER (PO) POLICY FOR THE MAYOR AND BOARD OF ALDERMAN.

This item was not heard at this time.

13. CONSIDERATION OF APPROVAL OF T&M STEEL SUPPLEMENTAL AGREEMENT # 3, DRAINAGE ALTERNATIVE, TO BE PAID FROM THE 2014 FAA GRANT IN THE AMOUNT OF \$24,700.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval of T&M Steel Supplemental Agreement # 3, drainage alternative, to be paid from the 2014 FAA Grant in the amount of \$24,700.00” is enumerated, this consent item is thereby approved.

SUPPLEMENTAL AGREEMENT

2016

To: T & M Steel
Post Office Box 2305
Columbus, Mississippi 39704

Date: December 14, 2106
AIP# 3-28-0068-019-2014

CONTRACT MODIFICATION NUMBER: 3

Location: George M. Bryan Field
STARKVILLE, MISSISSIPPI

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

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY			UNIT PRICE			CHANGE IN CONTRACT PRICE
			WAS	IS NOW	CHANGE	WAS	IS NOW	CHANGE	
13A	330 LF Reinforced Conc. Pipe, 12" Dia. Class III; 2 EA 2' Area Drains; 1 EA Junction Box with 18" Reinforced Conc. Pipe Stubout; and Connection to Existing Drain	LS	0	1	1	\$0.00	\$24,700.00	\$24,700.00	\$24,700.00

NET CHANGE IN CONTRACT PRICE: \$24,700.00

The current contract price of is hereby increased by \$24,700.00.

The time provided for completing all work under the contract is hereby changed by 0 calendar days.

Recommended by:


Engineer

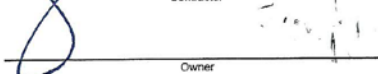
Date

Accepted by:


Contractor

Date

Accepted by:


Owner

Date

Accepted by:


Owner

Date

14. CONSIDERATION OF APPROVAL OF THE LOWEST QUOTE FROM TERRY STIDHAM CONSTRUCTION FOR CLEARING AND GRUBBING OF 20.9 ACRES ON THE SOUTH END OF GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$46,575.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote from Terry Stidham Construction for clearing and grubbing of 20.9 acres on the south end of George M. Bryan Field in the amount of \$46,575.00” is enumerated, this consent item is thereby approved.

The two quotes received were: Terry Stidham Construction - \$46,575.00 and
Burns Dirt Construction, Inc - \$69,300.00.

15. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE MAIN STREET ASSOCIATION TO HOLD THE ANNUAL 2017 KING COTTON CRAWFISH BOIL AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “Approval of a Special Event request by Starkville Main Street Association to hold the annual King Cotton Crawfish Boil and have City participation with in-kind services” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF A RESOLUTION PURSUANT TO SECTION 17-1-23 OF THE MISSISSIPPI CODE ON 1972, AS AMENDED, APPROVING OF AND CONSENTING TO THE RATIFICATION AND JOINDER BY STARK ALAN, LLC OF PLAT; AUTHORIZING THE MAYOR TO EXECUTE APPROVAL OF SAID RATIFICATION AND JOINDER; AUTHORIZING THE CHANCERY CLERK TO MAKE A MARGINAL NOTATION ON THE PLAT INDICATING SUCH RATIFICATION AND JOINDER; AND AUTHORIZING THE CHANCERY CLERK TO RECORD SUCH RATIFICATION AND JOINDER.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval of A Resolution pursuant to Section 17-1-23 of the Mississippi Code on 1972, as amended, approving of and consenting to the Ratification and Joinder by Stark Alan, LLC of plat; authorizing the Mayor to execute approval of said Ratification and Joinder; authorizing the Chancery Clerk to make a marginal notation on the plat indicating such ratification and joinder; and authorizing the Chancery Clerk to record such Ratification and Joinder” is enumerated, this consent item is thereby approved.

**Ratification and Joinder of Plat
for Residence Place Subdivision
RESOLUTION**

The Board of Aldermen then took up for consideration the matter of the approving of, consenting to, and agreeing to the Ratification and Joinder of Plat presented by Starkville “12” LLC and Stark Alan, LLC. After a full and thorough discussion of the subject, the following Resolution, having first been reduced to writing, was introduced, offered, moved and seconded for adoption:

RESOLUTION PURSUANT TO SECTION 17-1-23 OF THE MISSISSIPPI CODE ON 1972, AS AMENDED, APPROVING OF AND CONSENTING TO THE RATIFICATION AND JOINDER BY STARK ALAN, LLC OF PLAT; AUTHORIZING THE MAYOR TO EXECUTE APPROVAL OF SAID RATIFICATION AND JOINDER; AUTHORIZING THE CHANCERY CLERK TO MAKE A MARGINAL NOTATION ON THE PLAT INDICATING SUCH RATIFICATION AND JOINDER; AND AUTHORIZING THE CHANCERY CLERK TO RECORD SUCH RATIFICATION AND JOINDER

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

(1) Starkville "12" LLC as developer of Residence Place subdivision has previously filed for record its plat for Residence Place in the records of the Chancery Clerk for Oktibbeha County, Mississippi on the 6th day of January, 2011 at 2:32 p.m. and recorded on slide 276A (the "Plat"), as such Plat was approved by the Starkville City Planning Commission at its meeting held on December 14, 2010 and by the Board at its meeting held December 21, 2010;

(2) Prior to filing the Plat for record, Starkville "12", LLC conveyed a portion of the real estate comprising Residence Place to Stark Alan, LLC as evidenced by its warranty deed recorded in Book 2010 at page 7891 of the land records of Oktibbeha County Mississippi;

(3) As a result of this conveyance and a contemporaneous conveyance from Starkville "12", LLC of a portion of the real estate comprising Residence Place to AA Starkville, LLC, the owners of the real property comprising Residence Place at the time of filing of the Plat were AA Starkville, LLC, Starkville "12", LLC and Stark Alan, LLC;

(4) Prior to recording, neither Stark Alan, LLC nor AA Starkville, LLC signed the Plat as an owner of part of the real property comprising Residence Place;

(5) AA Starkville, LLC has subsequently ratified and joined the plat by operation of the Ratification and Joinder of Plat executed by AA Starkville, LLC and by Starkville "12", LLC and recorded in Book 2011 at Page 2240 in the land records of Oktibbeha County, Mississippi.

(6) Stark Alan, LLC desires to ratify and join the Plat as evidenced by that Ratification and Joinder of Plat presented before the Board;

(7) There are no adversely affected or directly interested parties; and

(8) This Board is authorized and empowered by the provisions of Title 17, Chapter 1, Sections 1, *et seq.* ("Statutes"), of the Mississippi Code of 1972, as amended ("Code"), to regulate subdivisions including the alteration of a plat, and is thus authorized and empowered by the Statutes to grant the relief requested.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND AGREED by this Board, acting for and on behalf of the City and by virtue of such authority as may now or hereafter be conferred upon it by the Statutes, and the Code, and any other applicable laws of the State ("Laws"), that, in consideration of the above premises:

SECTION 1. This Board does hereby declare that, to the extent authorized by the Statutes, the Code, and the Laws, the ratification of and joinder in the Plat by Stark Alan, LLC as set forth in the Ratification and Joinder document presented before the Board is approved;

SECTION 2. This Board further declares that the Ratification and Joinder be memorialized by notation on the original Plat of such ratification of and joinder in the Plat by Stark Alan, LLC and that the Mayor is hereby authorized to sign such notation indicating this approval; and

SECTION 3. This Board further declares the Ratification and Joinder be recorded in the land records of Oktibbeha County, Mississippi; and

SECTION 4. This Board further declares that the Clerk of this Board be, and is hereby, directed to spread a copy of this Resolution on the Minutes of this Board.

Whereupon, the Resolution having received the affirmative vote of a majority of the Aldermen present the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted, in a regular meeting of the Board of Aldermen of the City of Starkville, State of Mississippi, on the _____ day of _____, 2017.

Parker Wiseman, Mayor
City of Starkville, Mississippi

(S E A L)
ATTEST:

Prepared by and after recording return to:

Jason E. Sharp
Brunini, Grantham, Grower & Hewes, PLLC
Post Office Box 7520
Columbus, Mississippi 39705-0024
662.329.8351
MS Bar No. 102785

Indexing Instructions: The property described in this instrument is located in the NW ¼ of the SW ¼, Section 3, Township 18 North, Range 14 East, City of Starkville, Oktibbeha County, Mississippi.

Marginal Notation: Plat for Residence Place subdivision filed January 6, 2011
on Slide 276A

RATIFICATION AND JOINDER OF PLAT

This Ratification and Joinder of Plat (the "Ratification and Joinder") is made effective as of the 1st day of April, 2017, by and between Stark Alan, LLC a Mississippi limited liability company, and Starkville "12", LLC, a Mississippi limited liability company.

The undersigned, Stark Alan, LLC, does hereby acknowledge receipt of that certain plat for Residence Place subdivision ("Residence Place") filed in the records of the Chancery Clerk for Oktibbeha County, Mississippi on the 6th day of January, 2011 at 2:32 p.m. and recorded on slide 276A (the "Plat"). Prior to recording the Plat for Residence Place, Starkville "12", LLC, as owner and developer, conveyed a lot within Residence Place to Stark Alan, LLC. As a result of this conveyance, the owners of the real property comprising Residence Place at the time of filing of the Plat were AA Starkville, LLC, Starkville "12", LLC and Stark Alan, LLC. The Plat was filed without execution on behalf of AA Starkville, LLC or Stark Alan, LLC each as owners of one of the lots comprising Residence Place. AA Starkville, has subsequently ratified and joined the plat by operation of the Ratification and Joinder of Plat executed by AA Starkville, LLC and by Starkville "12", LLC and recorded in Book 2011 at Page 2240 in the land records of Oktibbeha County, Mississippi. Pursuant to Section 17-1-23 of the Mississippi Code of 1972, Stark Alan, LLC, hereby ratifies, joins in and agrees to be bound by and comply with all provisions of the Plat. The undersigned respectfully request that upon approval of the Mayor and the Board of Aldermen for the City of Starkville, Mississippi, this Ratification and Joinder be memorialized by notation on the original Plat of such ratification of and joinder in the Plat by Stark Alan, LLC. The undersigned parties further request that this Ratification and Joinder be recorded in the land records of Oktibbeha County, Mississippi.

[Signature page follows.]

NOW THEREFORE, this Ratification and Joinder has been executed by the undersigned on the dates indicated below.

STARKVILLE "12", LLC

By: _____

Mark Castleberry, Manager

Date: _____

STARK ALAN, LLC

By: _____

Mark Castleberry, Manager

Date: _____

STATE OF MISSISSIPPI

COUNTY OF LOWNDES

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2017, within my jurisdiction, the within named Mark Castleberry, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and

acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the persons or entities upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My commission expires:

17. CONSIDERATION OF THE CALL FOR A PUBLIC HEARING PURSUANT TO MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE PROPERTY LOCATED AT 84 EUTAW STREET IN THE CITY OF STARKVILLE, MISSISSIPPI IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND THAT THE CITY STAFF PROVIDE PROPER NOTICE PURSUANT TO MISS. CODE ANN. § 21-19-11.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “consideration of the call for a public hearing pursuant to Miss. Code Ann. § 21-19-11 to determine whether the property located at 84 Eutaw Street in the City of Starkville, Mississippi is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community and that the city staff provide proper notice pursuant to Miss. Code Ann. § 21-19-11” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF PERMISSION TO ALLOW SFD TO CONDUCT ANNUAL FIREFIGHTER PHYSICALS THROUGH NORTH GREENVILLE AT A COST OF \$14,039.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the April 18, 2017 Official Agenda, and to accept items for consent, whereby the “permission to allow SFD to conduct annual firefighter physicals through North Greenville at a cost of \$14,039” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO ALLOW THE STARKVILLE FIRE DEPARTMENT PERMISSION TO ESTABLISH A FIREFIGHTER ASSOCIATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “permission to allow the Starkville Fire Department permission to establish a Firefighter Association” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO ADVERTISE FOR CERTIFIED LIFE GUARDS.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for certified life guards” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF AUTHORIZATION TO ADD KENNY EDMONDS TO THE RESERVE OFFICER PROGRAM.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to add Kenny Edmonds, to the Reserve Officer Program, which is a volunteer program” is enumerated, this consent item is thereby approved.

22. CONSIDERATION OF AUTHORIZATION TO HIRE RICHARD MCBRIDE, AS A FULL TIME

TEMPORARY FIREFIGHTER, IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Richard McBride, full time temporary Firefighter, in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO ADVERTISE TO HIRE A TEMPORARY FULL-TIME ANIMAL CONTROL OFFICER, IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to advertise to hire a temporary full-time Animal Control Officer, in the Starkville Police Department” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF APPROVAL TO HIRE DAVID M. WISE, AS THE ACCOUNTANT/ACCOUNTING CLERK, IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the April 18, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire David M. Wise, as the Account/Accounting Clerk, in the Starkville Utilities Department, in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF AUTHORIZATION TO HIRE ANN MARIE LOGAN, AS THE MANAGER OF ACCOUNTING & FINANCE, IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Ann Marie Logan, as the Manager of Accounting & Finance, in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF AUTHORIZATION TO HIRE BRETT BARKSDALE, AS A MAINTENANCE WORKER II, IN THE STREET DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to hire Brett Barksdale, as a Maintenance Worker II, in the Street Department” is enumerated, this consent item is thereby approved.

27. CONSIDERATION OF AUTHORIZATION TO HIRE JULIO MCKINNEY AND NATHAN GAUDIN, AS FULL TIME FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to hire Julio McKinney and Nathan Gaudin, as full time Firefighters in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

28. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF PAYROLL/COLLECTOR CLERK, IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to advertise to fill the

vacant position of payroll / collector clerk in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

29. CONSIDERATION OF APPROVAL TO ALLOW OFFICER ANDY ROUND AND TAYLOR WELLS, TO ATTEND MELOA MOTORCYCLE TRAINING, WHICH WILL BE HELD IN D'IBERVILLE MISSISSIPPI, FROM JUNE 11-16, AT A TOTAL COST OF \$920.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “approval to allow Officer Andy Round and Officer Taylor Wells, to attend the Mississippi Law Enforcement Officers Motorcycle Training (MLEOA), which will be held in D’Iberville Mississippi, from June11-16, 2017, at a total cost of \$920.00” is enumerated, this consent item is thereby approved.

30. CONSIDERATION FOR CPL TYLER DAVIS, OFFICER QUENTIN SAULSBERRY, OFFICER HUNTER BROWN, OFFICER ANTOINE GOLDEN, OFFICER SCOTT CALDWELL, AND PRINSTON HENDERSON TO ATTEND THE 16TH ANNUAL NATIONAL LAWFIT CHALLENGE IN PEARL, MISS ON JUNE 8-10-, 2017 WITH ADVANCE TRAVEL NOT TO EXCEED \$1,203.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “authorization for Cpl Tyler Davis, Officer Quentin Saulsberry, Officer Hunter Brown, Officer Antoine Golden, Officer Scott Caldwell, and Princeton Henderson to attend the 16th Annual National Lawfit Challenge in Pearl, Miss on June 8-10-, 2017, with advance travel not to exceed \$1,203.00” is enumerated, this consent item is thereby approved.

31. CONSIDERATION OF AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE THE 69 KV SWITCHES REQUIRED TO PUT NEW BREAKER IN SERVICE AT NORTHWEST SUBSTATION FROM CLEVELAND/PRICE, INC. FOR A TOTAL PRICE OF \$24,202.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “authorization for Starkville Utilities to accept the lowest and best quote and purchase the 69 kV switches required to put new breaker in service at Northwest Substation from Cleaveland/Price, Inc. for a total price of \$24,202” is enumerated, this consent item is thereby approved.

Two quotes received: Cleavland/Price, Inc. \$24,202 and HV Sales Company, Inc. \$25,412

32. CONSIDERATION OF AUTHORIZATION FOR STARKVILLE UTILITIES TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR ELECTRIC DEPARTMENT MATERIAL FOR THE PERIOD JULY 1, 2017 THROUGH DECEMBER 31, 2017.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “authorization for Starkville Utilities to advertise for source of supply bids for electric department material for the period July 1, 2017 through December 31, 2017” is enumerated, this consent item is thereby approved.

33. CONSIDERATION OF AUTHORIZATION FOR THE MAYOR TO EXECUTE A POWER SUPPLY AGREEMENT BETWEEN THE CITY OF STARKVILLE AND MISSISSIPPI STATE UNIVERSITY, RASPET RESEARCH FLIGHT LABORATORY.

Upon the motion of Alderman Carver, duly seconded by Alderman Vaughn, and adopted by the Board to approve the May 2, 2017 Official Agenda, and to accept items for consent, whereby the “authorization for the Mayor to execute a Power Supply Agreement between the City of Starkville and Mississippi State University, Raspet Research Flight Laboratory” is enumerated, this consent item is thereby approved.

POWER SUPPLY CONTRACT

Date: 4/18/18

Contract No.

THIS CONTRACT, made and entered into by and between **MISSISSIPPI STATE UNIVERSITY, RASPET RESEARCH FLIGHT LABORATORY**, (Company), and **CITY OF STARKVILLE, MISSISSIPPI** (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi;

WITNESSETH:

WHEREAS, Company has been purchasing power from Distributor for the operation of Company's facility near Starkville, Mississippi; and

WHEREAS, Distributor and Customer wish to agree upon the terms and conditions under which electric power and energy will continue to be made available by Distributor to Customer;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 SCOPE

Distributor will supply electric power and energy to Company and Company will purchase, receive and pay Distributor for such electric power and energy in accordance with this Contract.

ARTICLE 2 RULES AND REGULATIONS

The electric power and energy made available to the Company by the Distributor under this Contract shall be delivered, taken, and paid for in accordance with the terms of this Contract and the Distributor's Schedule of Rules and Regulations (as amended, supplemented, or replaced), attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of the Rules and Regulations and the other provisions of this Contract, the latter shall control.

- 013725

GSA Contract

"Attached hereto and incorporated herein by reference is
MISSISSIPPI STATE UNIVERSITY'S STANDARD CONTRACT ADDENDUM"

ARTICLE 3
EFFECTIVE DATE, TERM AND TERMINATION

3.1 - Effective Date

This Contract shall become effective as of ODDO hours Central Prevailing Time on April 1, 2017.

3.2 - Term and Termination of Contract

Contract shall continue in effect for an initial term of two years and may be terminated by either party following one (1) year written notice to the other party. Such one (1) year notice to terminate can be given at any time following year two (2) of the initial term.

Further, it is also expressly recognized that this Contract may be terminated by Distributor, or power supply from Distributor under this Contract may be suspended, in accordance with the Rules and Regulations of the Distributor.

If Company should give notice of termination hereunder, Distributor shall be under no obligation from the date of receipt of such notice to make or complete any additions to or changes in any transformation or transmission facilities for service to Company unless Company agrees to reimburse Distributor for its non-recoverable costs in connection with the making or completion of such additions or changes.

ARTICLE 4
AVAILABILITY OF POWER

Subject to other Provisions of this Contract, including its attachments and the Distributor's Schedule of Rules and Regulations, Distributor shall make firm power available to Company in the amount of the Firm Contract Demand designated below.

Firm Contract Demand: 500 kW

ARTICLE 5
RATES

Attached hereto and hereby made a part hereof is Distributor's General Power Rate, Schedule GSA-2, which is Distributor's currently effective standard rate schedule applicable to customers contracting for electric service above 50 kW and below 1000 kW demand. The power and energy made available for Customer hereunder shall be purchased and paid for by Company in accordance with the provisions of said rate schedule, as modified or replaced from time to time by agreement between Distributor and TVA, except that the paragraph headed "Seasonal Service" shall be of no force and effect.

GSA Contract

- 013725

The minimum monthly bill for power and energy hereunder shall be determined in accordance with the paragraph of said rate schedule entitled "Minimum Bill".

In case of conflict between the Applicable Rate Schedule and the body of this Contract or the Rules and Regulations, either the body of this Contract, or the Rules and Regulations, as the case may be, shall control.

ARTICLE 6 CONDITIONS OF DELIVERY

6.1 - Delivery Point

The point of delivery for power and energy made available under this Contract shall be the point of interconnection between:

- (a) Secondary terminals at Distributor's 480Y/277 Volt, three phase pad mounted transformer and Company's respective service entrance conductors.

6.2 - Delivery Voltage and Frequency

The power made available at the delivery point specified in this contract shall be in the form of three-phase alternating current, 208 volts (for 208Y/120 volt services), 240 volts (for 240/120 ^Δ services) and 480 volts (for 480Y/277 services) nominal, as applicable, and at a frequency of approximately 60 hertz. Except for temporary periods of abnormal operating conditions, voltage variations shall not exceed 7 percent up or down from a normal voltage to be determined from operating experience. Maintenance by Distributor at the Delivery Point of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Contract.

6.3 - Phase Balancing

Company shall endeavor to take and use power and energy in such manner that the current will be reasonably balanced on all three phases. In the event that any check indicates that the current on the most heavily loaded phase exceeds the current on either of the other phases by more than 20 percent, Company shall make at its expense, upon request by the Distributor, the changes necessary to correct the unbalanced condition. If an unbalanced condition is not corrected within 60 days, or such other period as may be agreed upon, Distributor may elect to meter the load on individual phases and compute the total demand as being equal to three times the maximum kW load on any phase. For all purposes under this contract, the load on any phase shall be the load measured by a wattmeter connected with its current coil in that phase wire and its potential coil connected between that phase wire and the neutral voltage point.

6.4 - Protective Equipment

Distributor shall not be obligated to provide equipment for the protection of Company's lines, facilities, or equipment, but Distributor may provide such protective equipment as it

deems necessary for the protection of its own property and operations. The electrical equipment installed by Company shall, in Distributor's sole judgment, be capable of satisfactory coordination with any protective equipment installed by Distributor. Company shall exercise all reasonable precautions and install all equipment necessary to limit its total demand to the amount to which it is entitled under this contract.

6.5 - Facilities

Company grants to Distributor for its use and without cost, such rights in, on, over, and across Company's property as may be necessary or desirable in connection with the installation, maintenance, operation, repair, and replacement of any electrical facilities required to serve Company. Notwithstanding anything in this Contract which might be construed to the contrary, any of the electric distribution facilities used in supplying power to Company under this Contract may be used in serving other loads in any manner which Distributor may deem necessary or desirable.

6.6 - Distributed Generation

Separate Agreement is required by the Distributor prior to the Company's interconnection of electric generation and related equipment (Distributed Generation) which is intended to operate in parallel with the Distributor's system.

Company shall not interconnect Distributed Generation to the Distributor's system without the prior written consent of the Distributor.

Further, it is also expressly recognized if at any time Distributor, in its sole discretion, determines that the Company's Distributed Generation may endanger Distributor's personnel or members of the general public, or may impair the integrity of Distributor's electric system, Distributor shall have the right to disconnect Company's Distributed Generation from Distributor's system. Distributor shall not be obligated to compensate Company for any loss of use of generation of energy during any and all periods of such disconnection.

6.7 - Metering

6.7.1 1 Determination of Power and Energy. Distributor shall be responsible for the installation and maintenance of the meters and associated equipment which in Distributor's judgment are needed to determine the amounts of power and energy used by Company.

6.7.2 - Should Metering changes and/or circuits for remote access be necessary for customer to take advantage of special rates, customer shall reimburse Distributor for all cost associated with metering changes/additions. Customer shall reimburse Distributor for all initial or recurring communication charges.

6.7.3 - Metering Outputs. Company may desire access to "kyl pulse metering outputs from the Distributor's metering installation for such purposes as monitoring and load control; Distributor is willing to make such access available to Company. Accordingly, Distributor may, if requested by Company in writing, provide and install

at Company's expense such additional facilities as are necessary for Company to access "kyz" pulse metering outputs at the Distributor's metering installation.

6.7.3.1 Noninterference with Metering. In exercising access to metering outputs, Company shall not interfere with any operation, use of, or access to the metering installation by Distributor or TVA. In this regard Company agrees to immediately modify its facilities and operations in any manner as may be requested by Distributor or TVA to avoid any such interference.

6.7.3.2 No Warranty of Outputs. Neither Distributor nor TVA makes any statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, (a) as to the accuracy or completeness of the metering outputs or as to such outputs' merchantability or fitness for any purposes for which Company uses or will use them or (b) as to quantity, kind, character, quality, capacity, design, performance, compliance with specifications, condition, size, description of any property, merchantability, or fitness for any use or purpose of any facilities through which the metering outputs are supplied. Company hereby waives, and releases Distributor, the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for consequential damages, arising out of or in any way connected with Company's use of the metering outputs.

ARTICLE 7 ASSIGNMENT OF CONTRACT

Company shall not assign this Contract without written consent of Distributor.

ARTICLE 8 WAIVERS

A waiver of one or more defaults shall not be considered a waiver of any other or subsequent default.

ARTICLE 9 PREVIOUS ARRANGEMENTS

Any effective Power Supply Contracts for this particular service are hereby terminated as of the Effective Date of this Contract.

ARTICLE 10
DUPLICATE ORIGINALS

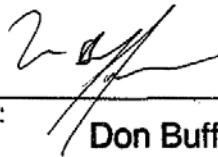
Any number of duplicate originals of this Contract may be executed, and all such duplicates shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the day and year first above written.

MISSISSIPPI STATE UNIVERSITY

By

Title:

 4/18/17
Don Buffum

Director of Procurement & Contracts

CITY OF STARKVILLE, MISSISSIPPI

By

Title:

"Attached hereto and incorporated herein by reference is
MISSISSIPPI STATE UNIVERSITY'S STANDARD CONTRACT ADDENDUM"

GSA Contract

- 013725

STARKVILLE UTILITIES
GENERAL POWER RATE--SCHEDULE GSA
(October 2016)

Availability

This rate shall apply to the firm power requirements (where a customer's contract demand is 5,000 kW or less) for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers. This rate shall also apply to customers to whom service is not available under any other resale rate schedule.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor.

Base Charges

1. If (a) the higher of (i) the customer's currently effective contract demand, if any, or (ii) its highest billing demand during the latest 12-month period is not more than 50 kW and (b) the customer's monthly energy takings for any month during such period do not exceed 15,000 kWh:

Customer Charge: \$18.78 per delivery point per month

Energy Charge:

Summer Period 8.206¢ per kWh per month

Winter Period 7.904¢ per kWh per month

Transition Period 7.717¢ per kWh per month

2. If (a) the higher of (i) the customer's currently effective contract demand or (ii) its highest billing demand during the latest 12-month period is greater than 50 kW but not more than 1,000 kW or (b) the customer's billing demand is less than 50 kW and its energy takings for any month during such period exceed 15,000 kWh:

Customer Charge: \$93.91 per delivery point per month

Demand Charge:

Summer Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$13.49 per kW

Winter Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$12.60 per kW

Transition Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$12.60 per kW

- 013725

Energy Charge:

Summer Period First 15,000 kWh per month at 8.359¢ per kWh
Additional kWh per month at 3.857¢ per kWh
Winter Period First 15,000 kWh per month at 8.057¢ per kWh
Additional kWh per month at 3.568¢ per kWh
Transition Period First 15,000 kWh per month at 7.870¢ per kWh
Additional kWh per month at 3.453¢ per kWh

3. If the higher of (a) the customer's currently effective contract demand or (b) its highest billing demand during the latest 12-month period is greater than 1,000 kW:

Customer Charge: \$234.77 per delivery point per month

Demand Charge:

Summer Period First 1,000 kW of billing demand per month, at \$11.98 per kW
Excess over 1,000 kW of billing demand per month, at \$10.02 per kW,
plus an additional
\$10.02 per kW per month for each kW, if any, of the amount by which the
customer's billing demand exceeds the higher of 2,500 kW or its contract
demand
Winter Period First 1,000 kW of billing demand per month, at \$11.09 per kW
Excess over 1,000 kW of billing demand per month, at \$9.13 per kW,
plus an additional
\$9.13 per kW per month for each kW, if any, of the amount by which the
customer's billing demand exceeds the higher of 2,500 kW or its contract
demand
Transition Period First 1,000 kW of billing demand per month, at \$11.09 per kW
Excess over 1,000 kW of billing demand per month, at \$9.13 per kW,
plus an additional
\$9.13 per kW per month for each kW, if any, of the amount by which the
customer's billing demand exceeds the higher of 2,500 kW or its contract
demand

Energy Charge:

Summer Period 4.140¢ per kWh per month
Winter Period 3.852¢ per kWh per month
Transition Period 3.734¢ per kWh per month

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Demand

Distributor shall meter the demands in kW of all customers having loads in excess of 50 kW. The metered demand for any month shall be the highest average during any 30-consecutive-minute period of the month of the load metered in kW. The measured demand for any month shall be the higher of the highest average during any 30-consecutive-minute period of the month of (a) the load metered in kW or (b) 85 percent of the load in kVA plus an additional 10 percent for that part of the load over 5,000 kVA, and such measured demand shall be used as the billing demand, except that the billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule shall not be less than the sum of (a) the base customer charge, (b) the base demand charge, as adjusted, applied to the customer's billing demand, and (c) the base energy charge, as adjusted, applied to the customer's energy takings; provided, however, that, under 2 of the Base Charges, the monthly bill shall in no event be less than the sum of (a) the base customer charge and (b) 20 percent of the portion of the base demand charge, as adjusted, applicable to the second block (excess over 50 kW) of billing demand, multiplied by the higher of the customer's currently effective contract demand or its highest billing demand established during the preceding 12 months.

Distributor may require minimum bills higher than those stated above.

Seasonal Service

Customers who contract for service on a seasonal basis shall be limited to 2,500 kW and shall pay the above charges, as adjusted, plus an additional seasonal use charge equal to:

(a) If the customer's billing demand and its contract demand, if any, are each 50 kW or less:

1.00¢ per kWh for the first 15,000 kWh of the customer's energy takings for the month.

(b) If the customer's billing demand or its contract demand exceeds 50 kW:

1.00¢ per kWh per month of the lesser of (1) the amount computed by multiplying 300 hours by the customer's billing demand or (2) the customer's energy takings for the month.

For such customers, the minimum bill provided for above shall not apply. Distributor may require additional charges to provide recovery of costs for customer-specific distribution facilities.

- 013725

Contract Requirement

Distributor may require contracts for service provided under this rate schedule. Customers whose demand requirements exceed 1,000 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.



200 N Lafayette Street
Starkville, MS 39759
Phone: 662.323.3133

eMail: support@starkvilleutilities.com
www.starkvilleelectric.com

SCHEDULE OF RULES AND REGULATIONS OF STARKVILLE MISSISSIPPI UTILITIES DEPARTMENT

1. **Application for Service:** Each prospective Customer desiring electric service shall be required to sign the Distributor's standard form of application for service or contract before service is supplied by the Distributor. The Schedule of Rules and Regulations shall be made available upon request to the Customer and shall be available on the Distributor's website.
2. **Deposit:** A deposit as established by the City of Starkville Department Deposit Policy Appendix A shall be required (See attached)
3. **Point of Delivery:** The point of delivery is the point, as designated by Distributor, on Customer's premises where current is to be delivered to building or premises. All wiring and equipment beyond this point of delivery shall be provided and maintained by Customer at no expense to Distributor.
4. **Customer's Wiring-Standards:** All wiring of Customer must confirm to Distributor's requirements and accepted modern standards, as exemplified by the requirements of the National Electrical Safety Code and the National Electrical Code and the wiring specifications of applicable ordinances of the City of Starkville.
5. **Inspections:** Distributor shall have the right, but shall not be obligated, to inspect any installation before electricity is introduced or at any later time, and reserves the right to reject any wiring or appliances not in accordance with Distributor's standards; but such inspection or failure to inspect or reject shall not render Distributor liable or responsible for any loss or damage resulting from defects in the installation, wiring or appliances or from violation of Distributor's rules, or from accidents which may occur upon Customer's premises. In order to obtain permanent electric service on new construction, the owner must have applied and received from the city a certificate of occupancy based on the approval of a final inspection and approval of the premises by an authorized inspector.
6. **Underground Service Lines:** Customer desiring underground service lines from Distributor's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by Distributor upon request.
7. **Customer's Responsibility for Distributor's Property:** All meters, service connections, and other equipment furnished by Distributor shall be, and remain, the property of Distributor. Customer shall provide a space for and exercise proper care to protect the property of Distributor on its premises, and, in the event of loss or damage to Distributor's property arising from neglect of Customer to care for same, the cost of the necessary repairs or replacements shall be paid by Customer.
8. **Right of Access:** Distributor's identified employees shall have access to Customer's premises at all reasonable times for purpose of reading meters, testing, repairing, removing or exchanging any or all equipment belonging to Distributor. If Customer fails to provide access for the above stated purposes, Distributor may discontinue service upon notification of such termination through means of regular mail service or posting notice at the door of the business/residence at the Distributor's discretion.
9. **Billing:** Bills will be rendered monthly and shall be paid within fifteen (15) days from the date the bill is mailed/electronically transmitted by the Distributor. Bills paid after due date specified on bill may be subject to additional charges of 5%. Should payment not be received accordingly, Distributor may, six (6) days following the mailing or electronic transmittal of written notice (with available rights and remedies) to Customer, discontinue any and all services. Written notice may be provided electronically (e-mail, text, etc.) if the Customer elects to receive notices electronically. Additional fees for collection and reconnection may be added after the disconnect date listed on notice. Failure to receive bill will not release Customer from payment obligation.
10. **Discontinuance of Service by Distributor:** Distributor may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations, or for violation of any of the provisions of the Schedule of Rates and Charges, or of the appearance of current theft devices on the premises of Customer. The discontinuance of service by Distributor for any causes as stated in this rule does not release Customer from his obligation to Distributor for the payment of minimum bills as specified in application of Customer or contract with Customer. Distributor evaluates weather conditions daily at www.weather.com for Starkville, MS 39759 and in the event that the forecasted weather is not expected to exceed 32 degrees Fahrenheit (F) or will not be below 98 degrees Fahrenheit (F) on that day, Distributor will not discontinue service of residential Customers for nonpayment. During such events where service is extended due to weather conditions, the service extension shall not extend past the extreme weather condition or past the Customer's next due date whichever comes first. Customers with residential medical hardships may apply for a medical hardship extension by submitting an application (Starkville

- 013725

Electric Department-Medical Form for Certification of use of Life-Sustaining Electric Device) signed by a medical doctor licensed to practice in the State of Mississippi stating that discontinuation of electric service is life threatening and receiving approval from the Distributor along with a payment plan before the bill due date. Starkville Utilities will only grant this postponement for termination 2 times in twelve month period. Customer can receive the second extension for 30 days if the extension request is received prior to the first 30 days expiring. This one time yearly extension cannot exceed 30 days from the previous due date.

11. **Connection, Reconnection, and Disconnection Charges:** Distributor may establish and collect standard charges to cover the reasonable average cost, including administration, of connecting or reconnection service, or disconnecting service as provided above. Higher charges may be established and collected when connections and reconnections are performed after normal office hours, or when special circumstances warrant. Connection, reconnection and disconnection charges will be applied as set forth in Appendix B, Schedule of Fees and Charges (See attached.) Collection fees may be added to all accounts that are not paid in full by the stated disconnect date shown on delinquent notice or by prearranged payment date.
12. **Termination of Contract by Customer:** Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days' written notice to that effect, unless contract specifies otherwise. Notice to discontinue service prior to expiration of contract term will not relieve Customer from any minimum or guaranteed payment under any contract or rate.
13. **Service Charges for Temporary Service:** Customer requiring electric service on a temporary basis may be required by Distributor to pay all cost for connection and disconnection incidental to the supplying and removing of service. This rule applies to circuses, carnivals, fairs, temporary construction, and the like.
14. **Interruption of Service:** Distributor will use reasonable diligence in supplying current, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from, interruptions in service, excessive or inadequate voltage, single-phasing, or otherwise unsatisfactory service, whether or not caused by negligence.
15. **Shortage of Electricity:** In the event of an emergency or other condition causing a shortage in the amount of electricity for Distributor to meet the demand on its system, Distributor may, by an allocation method deemed equitable by Distributor, fix the amount of electricity to be made available for use by Customer and/or may otherwise restrict the time during which Customer may make use of electricity and the uses which Customer may make of electricity. If such actions become necessary, Customer may request a variance because of unusual circumstances including matters adversely affecting the public health, safety and welfare. If Customer fails to comply with such allocation or restriction, Distributor may take such remedial actions as it deems appropriate under the circumstances including temporarily disconnecting electric service and charging additional amounts because of the excess use of electricity. The provisions of the Section entitled **Interruption of Service** of this Schedule of Rules and Regulations are applicable to any such allocation or restriction.
16. **Voltage Fluctuations Caused by Customer:** Electric service must not be used in such a manner as to cause unusual fluctuations or disturbances to the Distributor's system. Distributor may require Customer, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.
17. **Additional Load:** The service connection, transformers, meters, and equipment supplied by Distributor for each Customer have definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of Distributor. Failure to give notice of additions or changes in load, and to obtain Distributor's consent for same, shall render Customer liable for any damage to any of Distributor's lines or equipment caused by the additional or changed installation.
18. **Standby and Resale Service:** All purchased electric service (other than emergency or standby service) used on the premises of Customer shall be supplied exclusively by Distributor, and Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.
19. **Notice of Trouble:** Customer shall notify Distributor immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble, or accident affecting the supply of electricity. Such notices, if verbal, should be confirmed in writing.
20. **Non-Standard Service:** Customer shall pay the cost of any special installation necessary to meet his peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.
21. **Meter Tests:** Distributor will, at its own expense, make periodical tests and inspections of its meters in order to maintain a high standard of accuracy. Distributor will make additional tests or inspections of its meters at the request of Customer. If tests made at Customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made in Customer's bill, and Distributor's standard testing charge will be

Revised September 2015

- 013725

paid by Customer. In case the test shows meter to be in excess of two percent (2%) fast or slow, an adjustment shall be made in Customers bill over a period of not over thirty (30) days prior to date of such test, and cost of making test shall be borne by Distributor.

22. **Outdoor Lighting Facilities:** Distributor will supply, install and maintain the Light Fixture, all the equipment pertaining to the Fixture and furnish electrical energy to the Customer. Distributor shall, at the request of the Customer, relocate or change existing Distributor-owned equipment. Customer shall reimburse Distributor for such changes at actual cost including appropriate overheads.
23. **Billing Adjusted to Standard Periods:** The demand charges and the blocks in the energy charges set forth in the rate schedules are based on billing periods of approximately one month. In the case of the first billing of new accounts (temporary service, cotton gins, and other seasonal Customers excepted) and final billings of all accounts (temporary service excepted) where the period covered by the billing involves fractions of a month, the demand charges and the blocks of the energy charge will be adjusted to a basis proportionate with the period of time during which service is extended.
24. **Home Energy Conservation Surveys:** All Customers of Distributor receiving service under the residential rate schedule are eligible for an energy conservation survey of their home. As part of such survey information covering efficient utilization of electric energy will be made available, including a wide variety of specific recommendations as to the materials and equipment that would provide effective weatherization and thereby yield the greatest energy savings for the Customer. Customers will also be furnished a list of private contractors in their area which install various types of energy-saving materials and equipment, and instructional material concerning the self-installation of such materials and equipment.
25. **Information to Customer:** Distributor shall reasonably inform Customers about rates and service practice policies by making such information available upon Customer's application for service, upon request by a Customer and by providing on Distributor's website at <http://www.starkvilleelectric.com>. All retail rate action shall be communicated to Customer by information issued through the media and/or website. Upon request, Distributor will make available to Customers their available energy consumption data for at least the last twelve (12) months.
26. **Scope:** This Schedule of Rules and Regulations is a part of all contracts for receiving electric service from Distributor, and applies to all service received from Distributor, whether the service is based upon contract, agreement, signed application, or otherwise. A copy of the schedule, together with a copy of Distributor's Schedule of Rates and Charges, shall be kept open to inspection at the offices of Distributor or may be found on our website at <http://www.starkvilleelectric.com>.
27. **Revisions:** These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations.
28. **Conflict:** In case of conflict between any provision of any current rate schedule and the Schedule of Rules and Regulations, the most current rate schedule shall apply.

Revised September 2015

- 013725

APPENDIX A

Starkville Utilities Deposit Policy

1. Purpose

Starkville Utilities' deposit policy establishes deposits based upon class averages for residential applicants and usage for the commercial applicants. This policy is adopted in order to protect the assets of Starkville Utilities and to insure fair and equitable treatment for all current and future customers. It is a document referenced by and referring back to the City of Starkville Utilities Schedule of Rules and Regulations.

2. Policy

- A. Deposits are required to be paid in full prior to the issuance of a connect order.
- B. Deposits are not transferable from one customer to another.
- C. Upon termination of service, the deposit will be applied against any unpaid account balance and any remaining balance will be transferred to any remaining account of same customer. If the customer does not have another account, the remaining balance will be returned to the customer.
- D. A letter of credit is not acceptable in lieu of paying a deposit.
- E. All service applicants are required to provide two (2) valid forms of identification.
- F. All residential deposits greater than one month class average and all commercial deposits greater than individual one month average held for more than 12 months shall accrue interest based on the annual rate of interest earned by the distributor's primary bank account on Jan. 1 of each year. This interest will be added to the customer's deposit account and is subject to review by the Customer and Distributor.
- G. Starkville Utilities will consider installment payments for residential hardship customers. Installment payments will be considered for residential customers that provide documented evidence of hardship. Installment Plan will be established in accordance with department established policies.

3. Residential Applicants

New service applicant will be charged a deposit of \$150. This is less than one month average use for the class and no interest will accrue on the deposit.

4. Commercial Applicants

- A. New service for commercial deposits shall be an amount equal to the higher of two months estimated usage or two times the highest month's usage of available history.
- B. Deposits may be made by any of the following means:
 - i. Cash
 - ii. Check. Delivery of service may be held until the check is accepted by Starkville Utilities' bank.
 - iii. Approved surety bond that remains in effect and is renewed prior to any expiration date.
- C. For all continued service or reconnects, all deposits are subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted to reflect the actual billing experience and the payment habits of the customer.

- 013725

The Starkville Utilities Deposit Policy may be revised, amended, supplemented, or otherwise changed from time to time, without notice.

APPENDIX B

Schedule of Fees and Charges

\$25.00 Connection Fee: This fee is assessed to all connect orders to partially offset the cost of installing and connecting electric service. This fee will appear on the first bill rendered.

\$30.00 Collection Fee: This fee is assessed to all customers if payment is not received before the Disconnect Date listed on delinquent notice.

\$40.00 Returned Check/Credit Card Fee: This fee is assessed when a check or draft is returned by the bank on which it was drawn or a credit card is charged back. After two returned checks/drafts, the account will be flagged to accept NO CHECKS and/or DRAFTS for one year from the date of the last returned check or draft.

\$100.00 Unauthorized Cut Seal Fee: This fee is assessed if the seal on a customer's meter has been cut, damaged or removed without proper authorization by Starkville Utilities.

\$100.00 Meter Tampering Charge: This fee is assessed when a customer's meter indicates signs of tampering.

\$55.00 Electric Meter Test Fee: This fee is assessed when a meter is tested at customers request and is found to be within acceptable tolerances of +/- 2%.

\$5.00 Meter Re-Read Fee: This fee is assessed when a customer requested re-read is found to be correct.

\$30.00 Reconnect Fee: This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made between the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is not required. These fees must be paid prior to reconnection of service.

\$100.00 Reconnect Fee (Service Crew): This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made between the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is required. These fees must be paid prior to reconnection of service.

\$40.00 After Hours Reconnect Fee: This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made on a weekend or observed holiday, or outside the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is not required. These fees must be paid prior to reconnection of service.

\$200.00 After Hours Reconnect Fee (Service Crew): This fee is assessed when a customer's service has been disconnected for non-payment and reconnection is made on a weekend or observed holiday, or outside the hours of 8:00 a.m. to 4:30 p.m. on normal workdays and a service crew is required. These fees must be paid prior to reconnection of service.

This list is not intended to be all-inclusive. The Fees and Charges may be revised, amended, supplemented, or otherwise changed from time to time, without notice.

- 013725

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor reminded everyone that today is Primary Election day and that the polls would be open until 7:00 p.m. He asked that anyone who had not yet voted to please exercise their right and to go vote. Election Central with the primary results will be located in the City Hall court room if anyone wishes to attend to hear election results later in the evening.

BOARD OF ALDERMEN COMMENTS:

Alderman Maynard offered condolences to Vice Mayor Perkins and his family at the loss of his brother, Mr. Tommy Perkins. Mayor Wiseman noted he had been in one of Mr. Tommy Perkins classes in school and he was a well noted educator in the area and will be missed.

Alderman Carver also noted that the election process is a right that every citizen has and encouraged everyone to exercise their voice at the polls. He thanked all the poll workers, election commissioners and all that work with the election process. He encouraged the community to all work together in the future, no matter who is elected, for the growth of the City of Starkville.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that the city look at the large pot holes near the Popeye's and Applebee's entrance. He asked that bullying not be tolerated. He thanked everyone that took care of him recently during his seizure.

Alderman Carver noted that the potholes were in a private parking lot, but would ask that the owners repair the potholes for public safety. Edward Kemp, City Engineer, updated the Board that the Kroger Corporation, owner of the private area, does plan to pave the parking area and entrances soon.

Jalisa Outlaw, Mayor's Youth Council, thanked the Mayor, Board and City for their support through the Mayor's Youth Council program.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

34. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF MARCH 29, 2017 FOR FISCAL YEAR ENDING 9/30/17.

Upon the motion of Alderman Carver to move approval of the City of Starkville Claims Docket for all departments as of April 26, 2017 for fiscal year ending 9/30/17, duly seconded by Alderman Walker, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Absent
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 176,981.80
Restricted Fire Fund	003	395.88
Airport Fund	015	26,203.51

Sanitation	022	17,487.07
Landfill	023	5,905.67
Computer Assessments	107	2,761.15
Police Dept Renovations	135	721,234.22
Park and Rec Tourism	375	10,851.39
Utilities Dept.	SED	0.00
Total Claims	Total	\$961,820.79

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

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

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Absent
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

36. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver, to return to Open Session, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Absent
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

37. MOTION TO RECESS UNTIL MAY 16, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until May 16, 2017 @ 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 Lisa Wynn	Voted: Absent

Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

Attest:

PARKER WISEMAN, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)