

**MINUTES OF A RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 17, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on October 17, 2017 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and City Attorney Chris Latimer.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Little requested the following item be added to the Consent Agenda:

XI. E. 1. Claims Docket.

There being no objections, the item was added to the Consent Agenda.

Alderman Perkins offered a motion to add **XVI. Consideration to Advertise for a Deputy Court Clerk** to the Agenda. Alderman Miller offered a second and the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion carried and the item added to the Agenda and the previous item XVI will become item XVII.

1. A MOTION TO APPROVE THE CONSENT AGENDA.

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the October 17, 2017 Consent Agenda. The Board voted as follows:

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

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

2. A MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Sistrunk, to approve the October 17, 2017 Agenda. The Board voted as follows:

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

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

OFFICIAL AGENDA OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI

**RECESS MEETING OF TUESDAY, OCTOBER 17, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENTED ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENT AGENDA

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 15, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 29, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Introduction of new Employees:

Nakedra Bell – City Clerk's Office

Christopher Gregory - Police Officer
Emmanuel Moore - Building Inspector
Michael Edwards - Fireman

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

VIII. **PUBLIC HEARING**

IX. **MAYOR'S BUSINESS**

A. CONSIDERATION OF APPROVING THE APPOINTMENT OF RALPH NOBLES TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD FOR A TERM FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2020.

B. CONSIDERATION OF APPOINTING CALVIN WARE TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD TO COMPLETE THE UNEXPIRED TERM OF EMMA GANDY AND THEN FOR THE TERM FROM JANUARY 1, 2018 TO DECEMBER 31, 2021.

C. CONSIDERATION OF APPOINTING EDWARD KEMP TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD TO FILL A NEW STARKVILLE POSITION FOR THE TERM FROM JANUARY 1, 2018 TO DECEMBER 31, 2021.

D. CONSIDERATION OF A RESOLUTION GIVING THE CONSULTING FIRM OF FARMER – MORGAN THE AUTHORIZATION TO FILE A TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) GRANT FOR THE CITY.

E. CONSIDERATION OF THE ADOPTION OF 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.

F. CONSIDERATION OF A LICENSE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND BCI MISSISSIPPI BROADBAND, LLC D/B/A MAXXSOUTH BROADBAND, A MISSISSIPPI LIMITED LIABILITY COMPANY CONCERNING THE USE OF CERTAIN STRUCTURES OWNED BY THE CITY OF STARKVILLE.

X. **BOARD BUSINESS**

D. CONSIDERATION AND APPROVAL OF ESTABLISHING SET HOURS FOR

TRICK OR TREATING OF 5:30 PM TO 8:00 PM ON TUESDAY, OCTOBER 31, 2017.

- E. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND THE SMOKING ORDINANCE, 2008-08, AS AMENDED BY ORDINANCE 2017-7, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL TO ACCEPT THE MDOT MATCHING GRANT FOR THE AIP PROJECT NO. 3-28-0068-022-2017 FOR INSTALLATIONS OF AIRFIELD GUIDANCE SIGNS AND PERIMETER FENCING: REMOVE OBSTRUCTIONS ON GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$13,514.00.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF A STREET AND SIDEWALK CLOSING/IN-KIND SERVICES REQUEST BY LIVING LIFE IN PINK FOR THE 2017 BREAST CANCER WALK TO BE HELD ON SUNDAY, OCTOBER 29, 2017 FROM 12:30 PM TO 2:00 PM.
- b. CONSIDERATION OF TRAVEL AND TRAINING FOR BUDDY SANDERS TO ATTEND THE LAST CLASS OF THE REQUIRED FOUR CORE CLASSES BY THE INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL FOR CERTIFICATION WITH COSTS NOT TO EXCEED \$1,100.

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 SEPTEMBER 30, 2017 FOR

FISCAL YEAR ENDING 9/30/17 AND THE CITY OF STARKVILLE CLAIMS DOCKET AS OF OCTOBER 9, 2017 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF PRELIMINARY SEPTEMBER 2017 FINANCIAL STATEMENT.

3. REQUEST ACCEPTANCE OF THE SOURCE OF SUPPLY BIDS RECEIVED FOR STARKVILLE UTILITIES, SANITATION AND STREET DEPARTMENTS.

D. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW FIRE MARSHAL MARK MCCURDY TO ATTEND THE NATIONAL FIRE ACADEMY IN EMMITSBURG, MD FOR FIRE INVESTIGATION: ELECTRICAL SYSTEMS WITH THE CLASS BEING FROM 11/26/2017 TO 12/01/2017 WITH ADVANCED TRAVEL OF \$167.86.

E. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR AN EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

F. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

G. PARKS AND RECREATION

1. CONSIDERATION OF THE APPROVAL OF THE PROGRAM CONTRACT AGREEMENT FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

2. CONSIDERATION OF THE APPROVAL OF THE NEW FACILITY RENTAL FORM FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

3. CONSIDERATION OF THE APPROVAL OF THE NEW SPONSORSHIP POLICY FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

4. CONSIDERATION OF THE APPROVAL OF THE NEW SPONSORSHIP

AGREEMENT FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

H. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

I. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ADVERTISE AND REQUEST FOR PROPOSALS FOR WATER SCADA SYSTEM UPGRADE AND SERVICES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XVI. CONSIDERATION TO ADVERTISE FOR A DEPUTY COURT CLERK

XVII. ADJOURN UNTIL NOVEMBER 7, 2017 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 3 – 24:

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 15, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 15, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS as presented at the table” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 29, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 29, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF APPROVING THE APPOINTMENT OF RALPH NOBLES TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD FOR A TERM FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2020.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval to re-appoint Mr. Ralph Nobles to the Golden Triangle Solid Waste Authority Board for a term from January 1, 2017 through December 31, 2020” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPOINTING CALVIN WARE TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD TO COMPLETE THE UNEXPIRED TERM OF EMMA GANDY AND THEN FOR THE TERM FROM JANUARY 1, 2018 TO DECEMBER 31, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval to appoint Mr. Calvin Ware to the Golden Triangle Solid Waste Authority Board to complete the unexpired term of Emma Gandy which will expire on December 31, 2017 and then for the term from January 1, 2018 to December 31, 2021” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPOINTING EDWARD KEMP TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD TO FILL A NEW STARKVILLE POSITION FOR THE TERM FROM JANUARY 1, 2018 TO DECEMBER 31, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval to appoint Edward Kemp to the Golden Triangle Solid Waste Authority Board to fill a new Starkville position for the term January 1, 2018 to December 31, 2021” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF A RESOLUTION GIVING THE CONSULTING FIRM OF FARMER – MORGAN THE AUTHORIZATION TO FILE A TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) GRANT FOR THE CITY.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution giving the consulting firm of Farmer – Morgan authorization to file a Transportation Investment Generating Economic Recover (TIGER) grant” is enumerated, this consent item is thereby approved.

**RESOLUTION
CITY OF STARKVILLE
2017 USDOT TIGER Discretionary Grant Program GRANT APPLICATION
MS Highway 182 Redevelopment Plan**

WHEREAS, the City of Starkville desires to improve safety and efficiency of the existing right-of-way of MS Highway 182 by adding sidewalks, crosswalks, bicycle lanes, pedestrian lighting, public green space, and storm water management along a 1.4- mile segment of the corridor, between N Long Street and Old West Point Road. This proposed complete streets intervention will revitalize blighted areas and improve safety, circulation, economic vitality, and the environmental impact of the right-of-way within the economic corridor of MS Highway 182.

WHEREAS, the City of Starkville is eligible to apply to the United States Department of Transportation (USDOT) for Transportation Investment Generating Economic Recovery (TIGER) grant funding.

WHEREAS, engineers have estimated a total project cost of \$18,319,800; and

BE IT THEREFORE RESOLVED, that the City of Starkville authorizes the Mayor to submit an application, including all the understandings and assurances contained therein, to the United States Department of Transportation (USDOT) for Transportation Investment Generating Economic Recovery (TIGER) grant funding not to exceed \$16,487,820 and is committed to provide \$1,831,980 in local matching funds to complete the project.

BE IT FURTHER RESOLVED, if said application is approved, the Mayor is hereby authorized to accept on behalf of the City of Starkville said Transportation Investment Generating Economic Recovery (TIGER) grant, execute any and all documents and enter into agreements necessary for the successful application and award of the grant and to enter into a contract with the selected firm of FARMER | MORGAN to undertake the Architecture & Engineering, and Construction, Engineering and Inspection (CEI) services subject to City of Starkville & USDOT approvals.

BE IT EVEN FURTHER RESOLVED, that after the solicitation of engineering services and the evaluation of the Statements of Qualifications, the City selects FARMER MORGAN, LLC as the engineer for the 2017 TIGER City of Starkville MS Highway 182 Redevelopment Plan project grant writing, Architecture & Engineering and CEI Services.

Passed October 17, 2017

ATTEST: _____
Lesa Hardin, City Clerk

D.Lynn Spruill, Mayor

9. CONSIDERATION OF THE ADOPTION OF 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 Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of an Ordinance granting a Nonexcluvise 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.

STARKVILLE, MISSISSIPPI

ORDINANCE NO.

AN ORDINANCE GRANTING A NONEXCLUVISE 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.

BE IT ORDAINED, by the Mayor and Board of Aldermen of Starkville, Mississippi:

Section 1. Definitions. For the purpose of this Ordinance, the following words and phrases shall have the meanings set forth in this section.

- I. “Board of Aldermen” means the governing body of the City.
- II. “Cable Act” means Title VI of the Communications Act of 1934, as amended, 47 U.S.C. Sections 521 *et seq.*
- III. “Cable Service” means the one-way transmission to Subscribers of video programming, or other programming service; and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. For the purposes of this definition, ‘video programming’ is programming provided by, or generally considered comparable to programming provided by, a television broadcast station; and, ‘other programming service’ is information that a cable operator makes available to all subscribers generally.
- IV. “Cable System” means Company’s facility located within the City, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and other programming service and which is provided to multiple Subscribers within a community.
- V. “City” means Starkville, Mississippi.

- VI. “Company” means MaxxSouth Broadband and its permitted successors or assigns.
- VII. “Effective Date” means the date of adoption of this Ordinance by the Board of Aldermen.
- B. “Facilities” means any reception, processing, distribution or transmission component of the Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains, surface location markers, appurtenances, fiber, and related facilities maintained by Company.
- C. “FCC” means the Federal Communications Commission.
- D. “Franchise” means the rights granted to Company under this Ordinance to construct and operate the Cable System and to provide Cable Services and other services as permitted under applicable law.
- E. “Gross Revenues” means all revenue collected by Company derived from the operation of the Cable System to provide Cable Services in the City. “Gross Revenues” include, but are not limited to, “fee on fee” revenue, advertising revenue, home shopping commissions, cable service revenue, equipment revenue and all related revenue sources.
- F. “Person” is any person, firm, partnership, association, corporation, company, or other legal entity.
- G. “Street” means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or later existing within the City.
- H. “Subscriber” means any Person who lawfully receives Cable Service.
- I. “Term” means the term of this Franchise as set forth in Section 3.

Section 2. Grant of authority.

- A. Grant of Nonexclusive Authority. The City grants to Company the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. This Franchise shall be nonexclusive, and the City may grant franchises to other Persons. Company may use the Cable System to deliver non-Cable Services as permitted by applicable law.
- B. State Franchise. If the State of Mississippi adopts a state-issued cable franchise, Company may replace this Franchise with a state franchise as provided under the authorizing statute.
- (c) Rules of Company. Company may promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Company to exercise its rights and perform its obligation under this Ordinance.

Section 3. Franchise Term. The Franchise granted under this Agreement shall be for a term of Ten (10) years from the Agreement Date, unless otherwise lawfully terminated (the “Term”).

Section 4. Conditions of street occupancy.

- A. Location of Facilities.** Company shall locate all Facilities so as to minimize interference with the use of the Streets and with the rights and reasonable convenience of adjacent property owners.
- B. Construction Codes and Permits.** When Company wishes to construct a portion of its Telecommunications System it shall provide City, through its Director of Community Development, with written notice thereof along with drawings of the proposed locations of its Facilities (“Construction Notice”). The City shall have ten (10) business days from its receipt of the Construction Notice to notify Company of any issues, else the Construction Notice shall be deemed approved and Company may thereafter begin construction. If the City notifies Company of any issues with the Construction Notice within the ten (10) business day period, the Parties shall promptly meet (no more than ten (10) business days later) to discuss the requested adjustments to Company’s construction plans. Thereafter, Company will deliver to the City a revised Construction Notice reflecting the agreed upon changes to its construction plans and from that point Company shall be permitted to move forward with its construction. The City reserves the right, in its sole authority, to approve or deny the Construction Notice, with such approval not being unreasonably withheld. Notwithstanding the foregoing, should the City disapprove a Construction Notice, and should such disapproval proximately cause the Company to fail to comply with its Franchise or other obligations under this Ordinance, such failure shall not be grounds for the termination of this Ordinance. The foregoing shall constitute the permitting/approval process for Company’s Facilities notwithstanding any other City ordinances. The City shall not charge Company any permitting fees of any kind during the Term except for pole attachment which is covered by separate agreement.
- C. Repair of Streets and Property.** Company, at its sole expense, shall promptly restore any Street or public or private property damaged by Company during the construction, repair, maintenance or reconstruction of the Cable System.

 - d. PUBLIC Projects.** After reasonable prior notice, Company, at its sole expense, shall relocate its Facilities as required by the City due to traffic conditions, public safety, street construction, or other public improvements by the City. In requiring Company to protect, support, temporarily disconnect, relocate or remove any portion of its property, the City shall treat Company the same as, and require no more of Company, than any other similarly situated utility. Company shall have the right to seek reimbursement from the City, under any applicable insurance or government program for reimbursement. Notwithstanding the foregoing, the City shall not have any duty or obligation to reimburse Company.
 - e. Building Movement.** Upon request of any Person holding a moving permit issued by the City and after reasonable prior notice, Company shall temporarily move its Facilities to permit the moving of buildings. Company may require the requesting Person to pay all costs related to the temporary relocation of Facilities, and may require payment in advance.
 - f. Tree Trimming.** Company may trim any trees in or overhanging the Streets, alleys, sidewalks, or public easements of the City as reasonably necessary to protect

Company's Facilities.

Section 5. Cable System operations and safety.

- Technical Standards. Company shall operate the Cable System in compliance with all applicable technical standards promulgated by the FCC.
- Safety Requirements. Company shall employ ordinary care and shall maintain in use commonly accepted methods and devices to reduce failures and accidents. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code.
- System Maps. Upon request by the City, Company shall make available to the City for review at Company's office up-to-date as-built maps showing locations of all Facilities in the Streets.
- System Maintenance. When feasible, Company shall schedule Cable System maintenance to minimize service interruptions.
- Waiver of Liability. It is expressly agreed and understood that neither the City, nor its officers, agents or employees, shall be liable for any damage or injury caused or incurred by Company in its operation under this Franchise Agreement, except for acts of negligence or gross negligence by the City as determined by a court of competent jurisdiction.

Section 6. System Construction and Description.

- Conditions on Commencement of Upgrading. City will allow Company access to poles owned by City for a fee pursuant to a separate Pole Attachment Agreement to be entered into by Company and City for the purpose of attaching its Facilities, provided, in the sole discretion of City, that there is room for such pole attachments, and Company pays for the costs of installation, removal, and maintenance of its Facilities on such City owned poles.
- Service Obligations and Cable System Extension. The Company shall extend its Cable System to serve any area within the franchised area once (i) such area shall have a density of forty-five (45) dwelling units per cable mile and (ii) such dwelling units are situated along public easements to which Company can gain access. The Parties agree and understand that such build-out and service requirements are reasonable and appropriate, based on the specific service requirements of the franchised area. Should the City subsequently approve any franchise relationship that provides for build-out and service requirements that are less burdensome than those applicable herein, Company may seek relief from those requirements subject to City approval, which will not be unreasonably withheld.

Section 7. Service to Public Buildings. Company shall provide upon request and free of charge one service drop and basic and expanded Cable Service to all of the public schools (K-12) in the City, along with the City's police stations, fire stations, City Hall, and libraries.

Section 8. Customer Service and Rates.

- Subscriber Inquiries. Company shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests during normal business hours. Company shall investigate and promptly resolve customer complaints regarding quality of service or service outages. In so doing, Company agrees to comply with the FCC's consumer protection and customer service standards contained in the Cable Act, which are adopted and incorporated by reference as if fully set forth herein.
- Changes to Rates or Cable Services. Company shall provide Subscribers and the City with notice of changes to Cable Services or rates in accordance with FCC rules and regulations.

Section 9. Franchise Fee. Beginning in the first full month after the Effective Date, Company shall pay to the City an annual Franchise Fee in an amount equal to 5% of all Gross Revenues derived from the provision of services within the City. If Company offers voice, video, and data services for a bulk fee, City shall receive a 5% franchise fee on the amount of the bulk fee attributable to video services. Franchise Fee payments to the City shall be computed at the end of each calendar quarter and shall be due and payable within sixty (60) days after the end of each calendar quarter. Following reasonable prior notice, the City may inspect Company's books, records, and reports to verify franchise fee calculations and payments.

Section 10. Insurance and Indemnification.

- (a) Insurance. Company shall maintain a comprehensive general liability insurance policy with at least the following minimum coverage limits:
 - (i) \$1,000,000.00 for personal injury or death;
 - (ii) \$1,000,000.00 for property damage;
 - (iii) \$1,000,000.00 automobile insurance/combined bodily injury and property damage; and
 - (iv) \$1,000,000.00 completed operations.

Each policy of insurance shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason not in accordance with the terms of the policy. In addition, in the event that the insurer does not provide such notice directly to the City, Company agrees to provide the City with as much advance written notice as is reasonably practicable in the event that any such insurer provides Company with notice that it intends to cancel the policy or fail to renew the policy for any reason.

Indemnification. During the Term, Company shall defend, indemnify, and hold harmless the City, its officers, agents and employees ("Indemnitees") from and against any claims, liabilities, damages, losses, and expenses (including, without limitation, reasonable attorney fees) ("Losses"), which may arise out of Company's construction, installation, operation, maintenance or use of the Cable System, unless such Losses arise from the negligence or intentional misconduct of the City, its officers, agents or employees.

Section 11. Transfer of Franchise. Company shall not transfer or assign its rights granted under this Ordinance without prior written approval from the City. Prior notice shall not be required for the following: (i) the assignment of, or the granting of a security interest in, the Franchise or the Cable System for the purpose of securing indebtedness; or (ii) the assignment or transfer of the Franchise or the Cable System to an affiliate under common

ownership or control with Company.

Section 12. Franchise Extension. The City and Company may extend the Term by mutual agreement in writing.

Section 13. Franchise Termination. The City may terminate the Franchise granted under this Ordinance in case of material noncompliance by Company. Material noncompliance shall include, but is not limited to:

- (a) A material violation by Company of any term, condition, or provision of this Ordinance that remains uncured within the applicable cure period;
- (b) Failure of Company to comply with any provision of any applicable Ordinance;
- (c) Company becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, or there is a notice of prospective foreclosure or other judicial sale of all or a substantial part of the Cable System;
- (d) Company abandons the Cable System;
- (e) Company fails to operate the Cable System for a period of 30 days; or
- (f) Company is found to practice any fraud upon the City.

Section 14. Termination Procedures. If the City seeks to terminate the Franchise under Section 13, the City shall follow the procedures in this Section.

- (a) Notice of Complaint. The City shall provide Company with notice describing with reasonable specificity the alleged noncompliance.
- (b) Opportunity to Cure. Company shall have 60 days from receipt of notice to cure the alleged noncompliance. If Company cures the alleged noncompliance within the 60-day period to the reasonable satisfaction of the City, the City shall provide Company with notice withdrawing the complaint. If the alleged non-compliance is such that it cannot be cured within the period provided herein, the Company shall within 30-days of the notice to cure provide the City with a plan to cure, and begin work to cure the non-compliance. The City will then have ten (10) days to approve or disapprove the plan, in its sole discretion, with such approval not being unreasonably withheld.
- (c) Termination. If the Company does satisfy Paragraph 14(b), the City may terminate the Franchise.
- (d) Termination shall be by official act by the Board of Aldermen at a public meeting pursuant to any applicable local, state, and federal law, and Company shall have a reasonable opportunity to address the issue of non-compliance on the record and in public.
- (e) Removal of Facilities. Upon expiration or termination of the Franchise, Company shall be afforded a six-month period to sell or otherwise dispose of the Cable System. During the six-month

period, Company shall operate the Cable System in accordance with this Ordinance. At the expiration of the six-month period, Company has the right to remove its Facilities within a commercially reasonable time at its sole costs and expense.

Section 15. Unauthorized Reception of Cable Service; Tampering With Facilities.

- (a) It shall be unlawful for any Person without Company's consent to willfully tamper with, remove or injure any of Company's Facilities.
- (b) It shall be unlawful for any Person to make or use any unauthorized connection to any part of Company's Cable System.
- (c) Any Person that violates this subsection regarding theft of service shall be guilty of a misdemeanor and punished by a fine not to exceed \$500.00 for each occurrence or imprisonment for a term not to exceed 90 days or both, such fine and imprisonment as may be imposed by a court of competent jurisdiction.

Section 16. Notices. Notices under this Ordinance shall be in writing and shall be deemed given upon delivery by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To City:
Starkville City Clerk 110 West Main Street Starkville, MS 39759

To Company:
MaxxSouth Broadband 105 Allison Cove
Oxford, MS 38655 Attn: General Manager

With copy to:
MaxxSouth Broadband 2700 Oregon Road
Northwood OH 43619
Attn: Vice President, Business & Legal Affairs

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

Section 17. Public, Educational and Governmental Channels (PEG). Company shall provide sufficient capacity, connectivity and funding to support local PEG programming. City shall have the ability, should it so desire, to obtain at least two such channels regardless of historical use.

Section 18. Miscellaneous.

- (a) Severability. If any provision of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance. The invalidity of any portions of this Ordinance shall not abate, reduce, or otherwise affect any consideration or other obligation required by Company under the remaining provisions of this Ordinance.
- (b) Complete Agreement. All franchise agreements, or parts of franchise agreements, between the parties in conflict with this Ordinance are repealed as of the effective date of this Ordinance.
- (c) Force Majeure. Company shall not be held in default under, or in noncompliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default, upon the occurrence of a Force Majeure event. These Force Majeure events include, but are not limited to, hurricanes and tornados or other abnormal weather conditions, including preparations therefor, causing or threatening to cause widespread and severe damage to property, particularly utility plant property, acts of God and labor strikes or work stoppages. This provision includes work delays caused by waiting for utility providers to service or monitor utility poles to which the Company's Cable System is attached. Furthermore, the parties hereby agree that it is not the City's intention to subject the Company to penalties, fines, forfeitures or revocation of the Franchise for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers.
- (d) EAS. Company shall provide EAS notice in compliance with all federal and state requirements.
- (e) Entire Agreement. This Agreement constitutes the entire agreement between the Company and the City except for the Pole Attachment Agreement referenced herein. Amendments to this Agreement shall be mutually agreed to in writing by the parties, unless otherwise expressly provided herein.
- (f) Governing Law & Venue. This Agreement and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Mississippi without regard to principles of conflicts of law. The Oktibbeha County Circuit Court or the United States District Court for the Northern District of Mississippi, Aberdeen Division, shall be the venue of any dispute related to this Agreement, depending upon the nature of the claim and specific parties involved.

Section 19. Effectiveness and Acceptance. This Ordinance shall become effective upon adoption by the City and acceptance by Company. Company shall notify City of Company's acceptance of this Ordinance within 30 days of receipt of notice of adoption by City. The City may revoke this Ordinance if Company fails to provide timely notice of acceptance by providing notice to Company

within 30 days after such failure.

ATTEST:

STARKVILLE, MISSISSIPPI

By:
Title:

Name:

By:
Title:

Name:

Passed and adopted this 17th day of October , 2017.

10. CONSIDERATION OF A LICENSE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND BCI MISSISSIPPI BROADBAND, LLC D/B/A MAXXSOUTH BROADBAND, A MISSISSIPPI LIMITED LIABILITY COMPANY CONCERNING THE USE OF CERTAIN STRUCTURES OWNED BY THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a license agreement between the City of Starkville and BCI Mississippi Broadband, LLC d/b/a Maxxsouth Broadband, a Mississippi limited liability company concerning the use of certain structures owned by the City of Starkville” is enumerated, this consent item is thereby approved.

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into the 17th day of October, 2017 (the “Effective Date”), by and between the **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi (hereinafter called “Licensor”), and **BCI MISSISSIPPI BROADBAND, LLC d/b/a MAXXSOUTH BROADBAND**, an Ohio limited liability company (“Licensee”). Licensor and Licensee are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains Structures (as hereinafter defined) in the City of Starkville, Mississippi, and Oktibbeha County, Mississippi; and

WHEREAS, Licensee intends to operate and expand its hybrid fiber/coax network by developing, constructing, installing, and operating one or more hybrid fiber/coax network routes in the City of Starkville, Mississippi and Oktibbeha County, Mississippi area; and Licensee desires to use certain of Licensor’s Structures in furtherance of same; and

WHEREAS, Licensee desires to place certain lines, attachments, and/or apparatus (“Licensee Equipment”) on certain Structures of Licensor, for the limited purpose of the transmission of signals in compliance with any and all local, state, and federal regulations, provided that such transmission of signals does not interfere or compete with the corporate purposes of Licensor or interfere with the furnishing of electrical service to consumers of Licensor, and where, in Licensor’s judgment, safety will not be adversely affected; and

WHEREAS, Licensor is willing to permit Licensee to use its Structures in consideration of the covenants and agreements set forth in this Agreement and upon and subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and terms and conditions herein contained, the Parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. DEFINITIONS

“Actual Costs” means the actual amount spent by a Party in performing certain obligations under this Agreement including, but not limited to, Licensor’s Actual Costs of making its Joint Use Poles ready for Licensee’s Attachments.

“Agreement” means this Agreement and all extensions, amendments and modifications hereof, together with all attachments, appendices and schedules.

“Attachment” is any piece of Licensee’s Equipment installed on Licensor’s Structures.

“Joint Use Pole” means a pole conforming to the latest specifications of the American National Standards Institute (“ANSI”) upon which space is provided under this Agreement for the attachments of Licensor and Licensee on the same pole at the same time.

“NEC” means National Electrical Code, as amended. “NESC” means National Electrical Safety Code, as amended.

“Plans” means the design and construction plans for the Attachments to be installed along the Route.

“Pole contact” is defined as any Attachment of Licensee’s on the poles of Licensor. “Route” means the specific route(s) upon which Licensee’s Attachments will be located, and as further depicted in the Plans.

“Structures” means wood, concrete or metal poles or any combination thereof and steel lattice transmission towers and any other related facilities owned and/or controlled by Licensor, including but not limited to Joint Use Poles as defined herein.

“Usable Space” means the space on a utility pole above the minimum grade level which can be used for the attachment of wires, cables, and associated equipment, and which includes space occupied by Licensor.

“Unusable Space” means the space on a utility pole below the Usable Space including the amount required to set the depth of the pole.

2. SPECIFICATIONS

- a. Licensor hereby grants to Licensee a royalty-free, non-exclusive license to install, construct, monitor, repair, maintain, and operate Attachments on the Structures located along the Route, as further described herein. Licensor shall have the right to grant, by contract or otherwise, to others not parties to this Agreement, rights or privileges to use any of the Structures covered by this Agreement, and Licensor shall have the right to continue and extend any such rights or privileges heretofore granted.
- b. The Structures covered by this Agreement shall be placed and maintained in accordance with the most stringent requirements, specifications, rules, and regulations of the latest edition of the NEC, NESC, the Occupational Safety and Health Act (“OSHA”), the Tennessee Valley Authority (“TVA”) (to the extent TVA has legal authority to impose such requirements of

Licensee), any governing authority having jurisdiction, and the rules and practices of Licensor as set forth in Exhibit "A".

- C. Provided any such change is in compliance with applicable law, Licensor may amend Exhibit A by providing ninety (90) days written notice to Licensee of any such changes.
- D. No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any Structure of Licensor, except such tag or insignia which shows Licensee to be the Licensee or lessee of such Structure and not the owner thereof, and then only after obtaining the written consent of Licensor.
- E. The strength of Structures covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the NESC assumed for the area in which they are located.
- F. Any unbalanced loading of Licensor's Structures caused by the placement of Licensee's Attachments shall be properly guyed and anchored by Licensee, at no expense to Licensor.
- G. Notwithstanding the foregoing, any changes in Attachment Specifications shall only apply prospectively to new Attachments and shall not apply to existing Attachments to the extent such Attachments were made consistent with the specifications in effect at the time of installation, unless otherwise required by law; provided, however, that if Licensee's future Attachment causes any bowing of a pole, Licensee must correct the Attachment within thirty (30) days of notification or pay Licensor its cost to replace the structure to address the bowing. Further, Licensee shall not be allowed to attach to Licensor's anchor without the written permission of Licensor.

3. ESTABLISHING JOINT USE OF POLES

- A. Before the Licensee shall make use of any of the Licensor's Structures under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit "B" *APPLICATION AND PERMIT FOR USE OF STRUCTURES* (the "Application"), and shall comply with the procedures set forth in this section.
- B. Within thirty (30) days after the receipt of such application, Licensor shall notify Licensee in writing whether the Application is approved or rejected. If rejected the Licensor shall specify the reasons therefor and include all relevant information supporting its denial, and shall explain how such evidence and information relate to the denial of access for reasons of lack of capacity, safety, reliability, or engineering standards as specified by the rules of the Federal Communications Commission ("FCC").
- C. After the receipt of notice from Licensor regarding the approved Application, Licensee shall furnish Licensor detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the Structures of Licensor to be used jointly, the number and character of the Attachments to be placed on such Structures, any rearrangement of Licensor's fixtures and equipment necessary for joint use, any relocations or replacements of existing Structures, and any additional Structures which may be required. Licensor shall, on the basis of such detailed construction plans and drawings, submit to Licensee within thirty (30) days of receipt a cost estimate (based on Licensor's method of computing its Actual Costs) for all changes which may be required in each such pole line. Upon written notice by Licensee to Licensor of approval of the cost estimate and payment of said cost estimate to Licensor, Licensor

shall proceed with the necessary changes in the pole line covered by the referenced cost estimate. Upon completion of the necessary changes, Licensor will reimburse Licensee for any amounts in excess of the Actual Costs or provide a detailed invoice to Licensee for any additional amounts owed by Licensee in excess of the cost estimate which was previously paid by Licensee. Upon completion of all necessary changes, Licensee shall have the right to use the Structures jointly and to make Attachments in accordance with the terms of the Application and of this Agreement. Licensee shall, at its own expense, make Attachments in such manner as not to interfere with the service of Licensor, and shall place guys and anchors to substation any unbalanced loads caused by its Attachments.

- D.** Upon completion of all changes in each pole line to be used jointly, Licensee shall pay to Licensor the Actual Cost of making such changes. The obligations of Licensee shall not be limited to amounts shown on estimates made by Licensor. Costs include, but are not limited to, materials, labor, engineering, supervision, overheads, and tree trimming. Engineering includes design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading. An itemized statement of the Actual Cost of all such changes shall be submitted by Licensor to Licensee, in a form mutually agreed upon.
- E.** All Structures jointly used under this Agreement shall remain the property of Licensor, and any payments made by Licensee for changes in Structures under this Agreement shall not entitle Licensee to ownership of any of said Structures. Licensee shall acquire no right, title or interest in or to the Structures.
- F.** Licensee will retain ownership of its Attachments to be installed along the Route, and Licensor shall acquire no right, title or interest in or to the Attachments.
- G.** Licensor will provide nondiscriminatory access to any of Licensor's Structures. Notwithstanding the foregoing obligation, Licensor may deny Licensee access to Licensor's Structures on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes as permitted by the rules of the FCC.

4. EASEMENTS AND RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

- a.** Each Party shall at all times comply with all laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties under this Agreement.
- b.** Licensor does not warrant or assure to Licensee any right-of-way privilege or easements; and if Licensee shall at any time be prevented from placing or maintaining its Attachments on Licensor's Structures for those reasons, no liability shall attach to Licensor. Each Party shall be responsible for obtaining its own easements and right-of way.

5. MAINTENANCE OF STRUCTURES, ATTACHMENTS AND RIGHT-OF-WAY

- Licensor shall, at its own expense, inspect and maintain the Structures in accordance with industry practices and the specifications mentioned in Section 2, and shall replace, reinforce, or repair such Structures as are determined to be defective.
- Whenever right-of-way considerations or public regulations make relocation of a Structure necessary, such relocation shall be made by Licensor at its own expense, except each Party shall

bear the cost of transferring its own attachments.

- Whenever it is necessary to replace or relocate a Structure, Licensor shall give written notice of such relocation to a specified Licensee contact pertaining to the Structure modified or changed. Licensee will have sixty (60) days from receipt of the written notice to make appropriate changes or transfer Attachments to the Structure. If transfers are not made within sixty (60) days of receipt of the notice, then a charge of fifty dollars (\$50.00) per day will be assessed to Licensee until the necessary transfers are made, unless Licensee's delay is caused by another attacher or is otherwise beyond its control as notified in writing by Licensee to Licensor and agreed to in writing by Licensor. Licensor will not be liable for any damages incurred during the period taken for Licensee to make appropriate transfers.
- Except as otherwise provided in (c) of this Section, each Party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the Parties as may be mutually agreed upon and only with written authorization from Licensor.
- Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles of Licensor. Licensor agrees that, upon written notification from Licensee, it will replace any pole that has become unserviceable, which will be determined at the sole discretion of Licensor.

6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES

- Should Licensor need, for its own service requirements or for changes it is required to make as a result of any governmental mandate, the space occupied by Licensee's Attachments on any of Licensor's Structures, then Licensor will notify Licensee in writing at least sixty (60) days in advance of the proposed removal date. Licensee shall remove its Attachments at its expense prior to the proposed removal date. Licensee shall be entitled to reimbursement of its Actual Costs of removal paid to Licensor by any governmental entity. To the extent sufficient space can be established for Licensee's attachments through make-ready, including pole replacement, Licensee may opt to pay for such make-ready or pole replacement.
- In any case where facilities of Licensor or third parties are required to be rearranged on the Structures to accommodate the Attachments of Licensee, Licensee shall reimburse Licensor and any third party for their Actual Costs incurred to rearrange their facilities.
- Whenever it is necessary to replace or change the location of a Joint Use Pole, over which Licensee has no control, Licensor shall, before making such change, give at least thirty day prior written notice to Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its Attachments. Licensee shall thereafter be permitted to place its Attachments on the relocated or replaced Joint Use Pole.
- In the event of any changes contemplated under Sections 6(a), (b), or (c), Licensee shall pay the entire Actual Cost of any removal, transfer or installation of its Attachments.
- Licensee may at any time remove its Attachments from any Structure(s) of Licensor, but shall

immediately give Licensor written notice of such removal. No refund of any rental will be due on account of such removals.

7. INDEMNIFICATION AND INSURANCE

(a) Licensee shall defend, indemnify, protect, and save harmless and insure Licensor from and against any and all claims and demands for damages, of any type, to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement, removal or attachment of Licensee's Attachments to Licensor's Structures or by the proximity of Licensee's Attachments to the facilities of Licensor, or any act of Licensee, its agents and/or employees on, or in the vicinity of, Licensor's Structures except to the extent caused by Licensor's negligent or willful misconduct. This duty to indemnify shall survive the termination of this Agreement. And in the event Licensee defends, indemnifies, protects, and saves harmless Licensor pursuant to this provision, Licensee reserves the right to direct the litigation and to settle the claim without seeking the consent of Licensor.

(b) Licensee shall cause to be issued and maintained during the Term of this Agreement insurance coverage of the types and in the amounts set forth below, as applicable:

Type of Insurance Limit

General Liability (including General Aggregate contractual liability) written Prod./Comp. Op. Agg. on an occurrence basis Personal & Adv. Injury: \$1,000,000/Occurrence and \$2,000,000/Aggregate

Automobile Liability, including Combined Single Limit any auto, hired auto and non-owned autos: \$1,000,000/Occurrence and \$2,000,000/Aggregate

Excess Liability, Umbrella Form: \$2,000,000/Aggregate/Occurrence

Workers' Compensation Each Accident: \$500,000

8. ABANDONMENT OF JOINT USE POLES

If Licensor desires at any time to abandon any Joint Use Pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon said Structure. Licensee will remove its Attachments prior to the date of abandonment. If, at the expiration of said period, Licensor shall have no attachments on such Structure but Licensee shall not have removed all of its Attachments, such Structure shall become the property of Licensee, and Licensee shall hold harmless Licensor from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, the presence of or the condition of such Structure or any Attachments; and shall pay to Licensor a sum equal to the present value in place of such abandoned Structure(s), or such other equitable sum as may then be agreed upon between the Parties, and Licensor shall provide Licensee with a properly authorized bill of sale for such Structure(s).

9. RENTALS, CHARGES AND RATES

- (a) In consideration of the license described in Section 2 above and the other covenants, terms and conditions contained in this Agreement, Licensee agrees to pay an annual fee to Licensor for each Structure utilized by Licensee along the Route as described in Section 19 herein. On or about December 31 of each year, the Parties, acting in cooperation, shall

tabulate the total number of Structures to which Attachments of Licensor are attached as of the preceding day. This tabulation shall indicate the number of Structures on which rentals are to be paid. The rentals shall be computed on the basis of Fourteen Dollars (\$14.00) in 2018 for each Structure, Twenty-One Dollars (\$21.00) in 2019 for each Structure, and Twenty-Seven Dollars (\$27.00) in 2020 for each Structure, and will increase at a rate of Three Percent (3%) each year thereafter.

- (b) The yearly rental period covered by this Agreement shall be the twelve month period between January 1 and December 31. Licensor shall invoice Licensee for rent on an annual basis on or about February 1 of each year during the Term. Rent is due and payable within thirty (30) days of receipt of invoice. The annual rental fee per Structure shall apply to any Attachments made or removed during the year. The annual rental fee for the first year of the Term of this Agreement shall be prorated based on day Licensee's construction plans are approved by Licensor.
- (c) In the event that Licensee requires a source of electrical energy for power supply to a cable system or otherwise which constitutes a part of the licensed Attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of its standard service extension policies and approved rates and tariffs.
- (d) All other amounts payable under this Agreement, such as for erection, rearrangement, relocation or abandonment, shall be due to payable within thirty (30) days of receipt of an invoice from Licensor by Licensee.
- (e) No refund of any Attachment rental fee will be paid on account of any voluntary termination or surrender of an Attachment by Licensee. If Licensor terminates an Attachment for any reason other than Licensee's uncured default, then Licensor shall refund to Licensee a pro-rata portion of the annual rental fee paid as of the date of termination of the Attachment.

10. DEFAULTS

- (a) If Licensee shall fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after receipt of written notice from Licensor to correct such noncompliance or default caused by Licensee, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the Structures to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.
- (b) If Licensee shall default in the performance of any work which it is obligated to do under this Agreement, Licensor may elect to do such work, and Licensee shall reimburse Licensor for its Actual Costs.
- (c) If Licensor shall fail to comply with any provisions of this Agreement and shall fail to correct such noncompliance within thirty (30) days of receipt of written notice from Licensee, then Licensee may (i) terminate this Agreement and receive a refund of all prepaid rental fees paid, and/or (ii) pursue any and all remedies it may have at law or in equity.

- (d) If either Party defaults in any of its obligations under this Agreement and it becomes necessary for the other Party to obtain the services of an attorney, who is not a salaried employee of said Party, to enforce such obligations, then the defaulting Party agrees to pay any and all reasonable attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations to the extent that the Party seeking enforcement prevails.

11. UNAUTHORIZED ATTACHMENT

- (a) If any of Licensee's Attachments for which no license has been issued shall be found attached to Licensors' Structures, Licensors may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within thirty (30) days after the date of receipt of written or oral notification from Licensors of the unauthorized Attachment, a pole attachment license application. If such application is not received by Licensors within the specified time period, Licensee shall immediately remove its unauthorized Attachment, or Licensors may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee.
- (b) No act or failure to act by Licensors with regard to said unauthorized Attachment shall be deemed as ratification or the licensing of the unauthorized Attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensors of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations, and responsibilities of this Agreement from its inception in regard to said unauthorized Attachment.

12. RIGHTS OF OTHER PARTIES

Nothing herein shall be construed to limit the right of Licensors, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the Structures covered by this Agreement; provided that no third party subsequent to Licensee shall have any right to the space occupied by Licensee.

13. TERM OF AGREEMENT

This Agreement shall continue in force and effect for an initial term of ten (10) years from and after the Effective Date of this Agreement (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew on a year to year basis (each a "Renewal Term") unless terminated by either Party by giving written notice of its intention to do so not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to as the "Term." Upon termination of this Agreement, Licensee shall remove its Attachments from the Structures of Licensors within one hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, Licensors may elect to do such work and Licensee shall pay Licensors the Actual Cost. Notwithstanding the foregoing, if Licensee fails to submit an application to install its Attachments on Licensors' Structures within one hundred and eighty (180) days of the Effective Date, then this Agreement shall automatically terminate.

14. WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but

such conditions and terms shall be and remain at all times in full force and effect.

15. SUPPLEMENTAL AGREEMENTS

- (a) This Agreement may be amended or supplemented at any time upon written agreement by the Parties hereto. Should an amendment or supplement become necessary, the Party desiring such amendment or supplement shall give thirty (30) days written notice to the other Party setting out in detail the changes or additions desired.
- (b) In the event that Licensee desires to add or reduce the number of pole Attachments, Section 15 (a) shall not apply, but in each case a sketch, map, or other mutually acceptable notice shall be submitted to Licensors, setting out in detail the pole numbers and exact locations of the Structures, and the quantity of Structures involved in the addition or subtraction.

16. PAYMENT OF TAXES

Licensors shall pay all taxes and assessments lawfully levied upon its Structures and its equipment located thereon. Licensee shall pay all taxes and assessments lawfully levied upon its Attachments and/or levied upon the Licensors solely due to the presence of Licensee's Attachments on Licensors' Structures.

17. INTEREST AND PAYMENTS

All amounts to be paid by Licensee to Licensors under this Agreement shall be due and payable within thirty (30) days after receipt of an itemized statement is presented to Licensee. Any payment not made within thirty (30) days from the due date shall accrue late payment charges at the rate of One and One Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

18. NOTICES

Any notice, request, consent, demand, or statement which is contemplated to be made upon either Party by the other Party under any of the provisions of this Agreement, shall be in writing and shall be delivered personally, via certified or registered U.S. Mail, postage prepaid, return receipt requested, or via overnight delivery service to the addresses of the Parties as follows:

- (a) If notice is to Licensors,

Terry N. Kemp
Starkville Utility Department
200 N Lafayette Street
P. O. Box 927 Starkville, MS 39759

With a copy to:

Christopher J. Latimer Mitchell, McNutt & Sams
P.O. Box 947
Oxford, MS 38655-947

- (b) If notice is to Licensee,

BCI Mississippi Broadband, LLC d/b/a MaxxSouth Broadband
105 Allison Cove
Oxford, MS 38655

With copy to:

MaxxSouth Broadband 2700 Oregon Road
Northwood, OH 43619
Attn: Vice President, Business & Legal Affairs

19. SUPPLYING INFORMATION

- (a) Within one hundred twenty (120) days after the completion of the installation of its Attachments, Licensee shall furnish to Licensor a map showing the precise location of each Attachment of Licensee which is actually installed on Structures of Licensor. Such revised sketch or map shall be verified by Licensor and shall be the basis for determining the number of Attachments made initially.
- (b) Licensee shall promptly report to Licensor any changes made in the number of Structures of Licensor contacted by Licensee.
- (c) Upon request of Licensor or Licensee, but not sooner than six (6) years after the execution of this Agreement, and every six (6) years thereafter, or as may be mutually agreed upon, the Parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that Licensee is occupying any Structures of Licensor without having advised Licensor as provided in Section 19(b), Licensee shall pay to Licensor the rental for such Structures from the date that Licensee's Attachments were installed on such Structures, or if dates of installation cannot be determined to the satisfaction of both Parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the entire period since the last field check was made.

20. CONSTRUCTION OF AGREEMENT

This Agreement is deemed executed in the State of Mississippi and shall be construed under the laws of the State of Mississippi. Venue for any legal action relating to this Agreement shall be in a court of competent jurisdiction in Oktibbeha County, Mississippi.

21. PRIOR AGREEMENTS SUPERSEDED

This Agreement supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee with respect to the subject matter of this Agreement.

22. ASSIGNMENT OF AGREEMENT

Neither Party shall assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior written consent of the other Party. Notwithstanding the foregoing, Licensee may assign this Agreement without consent but with written notice to a purchaser of all or substantially all its assets or common stock.

23. COUNTERPARTS

This Agreement may be executed in counterparts and delivered to the other Party, which counterparts shall be binding as originals and, when combined, shall constitute one instrument binding upon the Parties.

[Signature page follows]

In witness whereof, the Parties have caused this Agreement to be duly executed effective as of the Effective Date.

**BCI MISSISSIPPI BROADBAND, LLC
D/B/A MAXXSOUTH BROADBAND, LICENSEE**

ATTEST:

By:

Title:

CITY OF STARKVILLE, MISSISSIPPI, LICENSOR

ATTEST:

By:

Title:

**EXHIBIT "A"
RULES AND PRACTICES FOR ATTACHMENTS**

1. All facilities attached to Licensor's Structures shall be installed in a manner to ensure compliance with the requirements of the NESC in effect at the time of installation.
2. The location of all cables or power supplies on Licensor's Structures shall be approved in writing by Licensor. No Attachments shall be made without prior approval of Licensor.
3. All television cables and power supplies shall be located on the same side of each Structure as any existing telephone cable, or as designated by Licensor.
4. On Joint Use Poles where Licensor has secondary conductors, all cables and power supplies shall be located on the side of the Structure opposite the secondary conductors, or as designated by Licensor.
5. Licensee's service connections or drops to its customers shall be installed and maintained so as to provide at least a forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
6. Licensee shall cause all cabinets and enclosures to be grounded by bonding to the existing Structure ground with #6 solid, bare, soft drawn copper wires.
7. No power supply shall be installed on any of Licensor's Structures on which are already installed

transformers, underground electric services, capacitor banks, or sectionalizing equipment.

8. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
9. All Attachments of Licensee shall have at least two (2) inches clearance from unbonded hardware.
10. All cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least forty (40) inches clearance under the current carrying parts of such equipment (energized at 8700 volts or less). Clearances not specified in this rule shall be determined by reference to the NESC.
11. No service connection shall be made or installed by Licensor until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.
12. Licensee may, with the prior written approval of Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its Attachments. However, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.
13. Licensee shall install and maintain any and all of its Attachments in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Structure, and all subject to the approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this Agreement.
14. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to Jointly Used Poles by the use of "thru" bolts. Such bolts placed in a "bucking" position shall have at least three inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.
15. In the event that any of Licensee's proposed Attachments are to be installed upon Structures already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and practices, Licensee shall negotiate with such other parties, as to clearances between its facilities and the spans of Licensee and such other parties.
16. In the event Licensee desires to request a change in the number of pole contacts, it shall do so by submitting to Licensor the standard form suitable for the purpose.
17. Licensee shall provide a written statement, signed by a Professional Engineer, or substantial equivalent approved by Licensor, representing Licensee, which states that Licensee's facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this Agreement as outlined in Section 10.

EXHIBIT "B"

APPLICATION AND PERMIT FOR USE OF STRUCTURES

Application No. _____ Date _____

In accordance with the terms of the License Agreement dated _____, 2017, application is hereby made for Licensee to make attachments to _____ Structures located in or near the City of Starkville in the County of Oktibbeha and the State of Mississippi.

The Structures, including proposed construction if necessary for which permission is requested, are listed by pole number and further identified on the attached map. Detailed construction plans and location drawings will be furnished.

Licensee _____

By: _____ Title: _____

Permission for construction granted _____, 20____, subject to (1) your approval of the following changes and rearrangements at an estimated cost to you of \$_____, (2) the necessary third-party arrangements are done satisfactorily, and (3) that Licensee construct according to standards.

CITY OF STARKVILLE, MISSISSIPPI

By: _____ Title: _____

The above estimates for make-ready changes and rearrangements approved _____, 20____. Licensee intends to construct line(s) within 120 days after make-ready work is complete.

By: _____ Title: _____

Certification to be completed

I hereby certify that upon final inspection (which will be made within 30 days after construction is complete), the attachments fully comply with the National Electrical Safety Code (NESC), latest edition, and no Structures or facilities to be used by Licensee will be in violation of NESC as the result of said attachments.

Registration Number (State)_____ Engineer's Signature_____

11. CONSIDERATION OF ESTABLISHING SET HOURS FOR TRICK OR TREATING OF 5:30 PM TO 8:00 PM ON TUESDAY, OCTOBER 31, 2017.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of establishing the hours of 5:30 p.m. to 8:00 p.m. on Tuesday, October 31, 2017 as hours for Trick or Treating” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVAL TO ACCEPT THE MDOT MATCHING GRANT FOR THE AIP PROJECT NO. 3-28-0068-022-2017 FOR INSTALLATIONS OF AIRFIELD GUIDANCE SIGNS AND PERIMETER FENCING: REMOVE OBSTRUCTIONS ON GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$13,514.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “acceptance of the MDOT matching grant for the AIP Project No. 3-28-0068-022-2017 for installations of airfield guidance signs and perimeter fencing: remove obstructions on George M. Bryan Field in the amount of \$13,514.00” is enumerated, this consent item is thereby approved.

Melinda L. McGrath
Executive Director

*P. O. Box 1850
Jackson, MS 39215-1850 Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com*

James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning



September 27, 2017

Mr. Rodney Lincoln
Starkville/Oktibbeha County Airport Board
P.O. Box 1424 Starkville, MS 39759

Re: MOOT Matching Grant George M. Bryan Field

AERONAUTICS DIVISION

(601) 359-7850 Fax: (601) 359-7855

Dear Mr.Lincoln

Enclosed are three copies of an Airport Agreement to provide \$13,514, which is one-half of the local share of the referenced project cost (5% of the total cost). If there are any cost overruns on the project you will be responsible for funding the 10% local share of the additional cost.

There is a state requirement that all recipients of state funds be enrolled in E-Verify Program. This is not your Tax ID number or your CCR number. If you have not already enrolled to get your EV number, please go to www.uscis.gov and follow the links.

If you find the offer satisfactory, please complete Part II Acceptance and the E-Verify Certification in Attachment C, and return all unfolded original executed agreements by **November 8, 2017** to the following mailing address:

MOOT - Aeronautics
P.O. Box 1850
Jackson, MS 39215-1850

Upon receipt, the Executive Director will execute the grant and an original will be mailed back to you. If you have any questions, please call me at (601) 359-7850 or email at tbooth@mdot.ms.gov.

Sincerely,

Thomas M.Booth,Jr.,
P.E. Director of
Aronautics

A handwritten signature in blue ink, appearing to read "tomm", is located below the typed name of Thomas M. Booth, Jr.

**MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0068-022-2017
George M. Bryan Field**

PART I - OFFER

TO: City of Starkville, Mississippi
(hereinafter referred to as the RECIPIENT)

FROM: The Mississippi Transportation Commission
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the George M. Bryan Field (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 4, 2017 for Airport Improvement Project No. 3-28-0068-022-2017 (hereinafter referred to as Project) consisting of the following:

**Install airfield guidance signs and perimeter fencing;
remove obstructions**

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S ten percent (10%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **\$13,514**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty percent (50%) of the RECIPIENT'S share of the final eligible Project costs.
2. The RECIPIENT shall:
 - a. expend an amount equal to, or greater than, five percent (5%) of the final Project costs.
 - b. carry out and complete the project by December 30, 2021, and in accordance with the approved plans and specifications or contracts for the project,

incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 10% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.
6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2017.

MISSISSIPPI TRANSPORTATION COMMISSION, BY
AND THROUGH THE DULY AUTHORIZED EXECUTIVE
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

Melinda L. McGrath, PE

PART II - ACCEPTANCE

The **City of Starkville, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the 17th day of October, 2017.

Attest:

Lisa Hardin
City Clerk/CFO
(Title)

City of Starkville, Mississippi

By:

[Signature]
(Title)
Mayor

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

RECIPIENT EEV CERTIFICATION AND AGREEMENT

George M. Bryan Field

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

403525

EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____

Authorized Officer or Agent

10-17-17
Date

D. Lynn Spruill
Printed Name of Authorized Officer or Agent of
the RECIPIENT

Mayer
Title of Authorized Officer or Agent of
the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the 17th day of October, 2017.



Lesa Davis Hardin
NOTARY PUBLIC
My Commission Expires: 8-8-2021

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

13. CONSIDERATION OF A STREET AND SIDEWALK CLOSING/IN-KIND SERVICES REQUEST BY LIVING LIFE IN PINK FOR THE 2017 BREAST CANCER WALK TO BE HELD ON SUNDAY, OCTOBER 29, 2017 FROM 12:30 PM TO 2:00 PM.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a street and sidewalk closing/in-kind services request by Living Life in Pink for the 2017 Breast Cancer Walk to be held on Sunday, October 29, 2017 from 12:30 PM to 2:00 PM” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF TRAVEL AND TRAINING FOR BUDDY SANDERS TO ATTEND THE LAST CLASS OF THE REQUIRED FOUR CORE CLASSES BY THE INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL FOR CERTIFICATION WITH COSTS NOT TO EXCEED \$1,100.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of travel and training for Buddy Sanders to attend the last class of the required four core classes by the International Economic Development Council for certification in Atlanta, November 2 and 3, with costs not to exceed \$1,100” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 30, 2017 FOR FISCAL YEAR ENDING 9/30/17 AND THE CITY OF STARKVILLE CLAIMS DOCKET AS OF OCTOBER 9, 2017 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval as of September 30, 2017 for Fiscal Year ending 9/30/17 and the City of Starkville claims docket as of October 9, 2017 for fiscal year ending 9/30/18, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code sections 21-39-5, 21-39-7, 21-39-17 And 21-15-21” is enumerated, this consent item is thereby approved.

General Fund	001	\$ 105,866.48
Airport Fund	015	514.77
Sanitation	022	20,523.36
Landfill	023	469.52
Police Building Renovations	135	628.52
Park and Recreation	375	585.56
Sub Total Before Utilities		\$ 128,588.21
Utilities Dept.	SED	0
Total Claims FY 2017	Total	\$ 128,588.21

General Fund	001	\$ 585,373.34
Airport Fund	015	3,214.99
Sanitation	022	41,100.12
Landfill	023	631.19
Computer Assessments	107	1,004.09
Park and Recreation	375	10,970.19
Sub Total Before Utilities		\$ 642,293.32
Utilities Dept.	SED	\$ 199,436.81
Total Claims FY 2018	Total	\$ 841,730.13

16. CONSIDERATION OF ACCEPTANCE OF PRELIMINARY SEPTEMBER 2017 FINANCIAL STATEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “acceptance of preliminary September 2017 financial statement” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF ACCEPTANCE OF THE SOURCE OF SUPPLY BIDS RECEIVED FOR STARKVILLE UTILITIES, SANITATION AND STREET DEPARTMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the source of supply bids received for Starkville Utilities, Sanitation and Street Departments” is enumerated, this consent item is thereby approved.

WEIGHTED AVERAGE PRICE

Product Group Bids	Central Pine	Consolidated Pine	Core & Main	G&C Supply	Southern Pipe & Supply
Meter Service Fittings	\$44.01	\$45.77	-	\$47.98	\$46.89
Tapping Saddles	\$39.52	\$43.49	\$41.52	\$43.47	\$44.51
Tapping Sleeves	\$377.53	\$396.07	\$395.12	\$398.47	\$397.84
Brass Fittings	\$8.04	\$8.79	\$8.24	\$11.01	\$9.37
Gate Valves	\$412.42	\$428.37	\$494.75	\$440.85	\$437.14
Repair Clamps	\$47.74	\$49.67	\$50.34	\$51.64	\$49.21
Couplings-water	\$51.63	\$53.54	\$53.76	\$61.67	\$57.33
Couplings-sewer	\$43.70	\$52.04	\$37.00	\$50.51	\$35.69
CTS Tubing		-	-	\$379.95	-
Sewer Couplings Tees and Wyes	\$27.25				
Sewer Saddles	\$41.00	\$26.32	\$27.80	\$30.43	

Single Item Bids	Central Pine	Consolidated Pine	Core & Main	G&C Supply	Southern Pine
Fire Hydrant, 2 Way x 3.5 Ft. Bury	-	\$1,343.94	\$1,354.00	-	-
Fire Hydrant, 3 Way x 3.5 Ft. Bury	-	\$1,561.31	\$1,490.00	-	-
Concrete Meter Box, Small, Less Lid	-	-	\$21.00	re. '1	\$457.65
Concrete Meter Box, Large, Less Lid	-	-	\$45.00	5" < i 5'0	\$526.50
Meter Box Plastic - 10x15 plastic meter box -	\$10.50	\$13.50	\$11.17	\$680.40	\$14.13
Meter Box Plastic - plastic lid only	\$2.50	\$8.50	\$2.13	\$1,550.88	\$7.61

Tri-State Chlorination (sole bid)

Chemicals

Drinking Water Chemicals (priced per lb)

Potassium Permanganate (SOlb bag)**	\$ 3.91
Sodium Flouride (501b bag)*	\$ 1.00
Soda Ash (501b bag)	\$ 0.38
Chlorine Gas {1501b cylinder)	\$ 0.54 /lb
Chlorine Gas (2,0001b cylinder)	\$ 0.325 /lb

Corrosion Inhibitor

Carus Chemical Company (Aqua Mag)

Mersch Co (Aqua Gold 170)

Wastewater Chemicals

Chlorine Gas (2,0001b cylinder)	\$ 650.00
Sulfur Dioxide (1501b cylinder)	\$ 108.00

Root Treatment

6" (per LF)
8" (per LF)
10" (per LF)
12" (per LF)
15" (per LF)
18" (per LF)
21" (per LF)
24" (per LF)

18. CONSIDERATION OF PERMISSION TO ALLOW FIRE MARSHAL MARK MCCURDY TO ATTEND THE NATIONAL FIRE ACADEMY IN EMMITSBURG, MD FOR FIRE INVESTIGATION: ELECTRICAL SYSTEMS WITH THE CLASS BEING FROM 11/26/2017 TO 12/01/2017 WITH ADVANCED TRAVEL OF \$167.86.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval to allow Fire Marshal Mark McCurdy to attend the National Fire Academy in Emmitsburg, MD for Fire Investigation: Electrical Systems 11/26/2017 to 12/01/2017 with advanced travel of \$167.86” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR AN EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a Executive Administrative Assistant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION OF THE PROGRAM CONTRACT AGREEMENT FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the Program Contract Agreement for Starkville Parks and Recreation Department” is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE Parks and Recreation Department

PROGRAM CONTRACTOR AGREEMENT

THIS AGREEMENT between the CITY OF STARKVILLE, hereinafter referred to as "CITY" AND hereinafter referred to as the "CONTRACTOR", establishes that said Contractor, performing in the capacity of an independent contractor and not as an agent or employee of the City, agrees to provide certain services for the Parks and Recreation Department consistent with the terms and policies outlined below.

VIII. TERMS OF AGREEMENT

This Agreement is in effect from to unless terminated sooner, as this agreement may be terminated by the Parks and Recreation Department for good cause. Good cause shall be based upon violation by the Contractor of the terms of this Agreement, or policies and procedures of the City or the Parks and Recreation Department. The Contractor may also terminate the Agreement if the City is in violation of the terms. Either party may terminate this Agreement without good cause and for any reason upon 30 days written notice.

IX. CONTRACTOR RESPONSIBILITIES

- The Contractor, as an independent contractor, is responsible for payment of federal withholding tax and social security contributions. Furthermore, the Contractor shall not be entitled to any fringe benefits normally provided City employees such as worker's compensation, insurance coverage, unemployment compensation, retirement, disability leave, and any leave with pay.
- If in the course of the duties, operations and services under this Agreement, in the event the Contractor or their agent, representative, employee or sub-contractor becomes aware or should become aware of any dangerous condition(s) in or on the premises or equipment, Contractor or their agent, representative, employee or sub-contractor shall immediately take appropriate action and cease activities, so as not to endanger persons or property.
- Contractor shall provide all necessary supplies and equipment required to provide agreed upon services and shall keep all equipment in safe and good working condition.
- If required Contractor, at Contractor's expense, shall procure and maintain all governmental licenses or permits required for the proper and lawful conduct of Contractor's business and activity carried on in the provided spaces. The Contractor shall make available, upon request, evidence satisfactory to City that all required licenses are in good standing. The Contractor shall be responsible for any fines resulting from its failure to comply with all licensing and permit requirements. The revocation of any license shall be deemed a material default and may result in the termination of this Agreement.

- X. The primary Contractor shall annually submit to a National Level 2 VECHS background check by the City at the City's expense. All individuals employed or sub-contracted by the Contractor shall be required to conduct, with results submitted to the City, a National Level 2 VECHS background check prior to starting work on City property, and re-conducted annually with the results submitted to the City. Cost of these background checks shall be borne by the Contractor. Contractor is required to have a written employment agreement in place with all instructors prior to teaching.
- XI. Unauthorized Aliens; Patriot's Act: Contractor certifies that Contractor is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, Specially Designated National or Blocked Person as defined by and pursuant to any law, order, rule or regulation. Contractor further certifies that it is not engaged in this Agreement directly or indirectly on behalf of any such person, group, entity or nation. Contractor hereby agrees to defend, indemnify and hold City harmless from and against any and all claims, damages or losses, including attorney's fees, arising from or related to a breach of the foregoing certification.
- XII. Contractor hereby agrees to maintain a good credit rating with all suppliers, manufacturers and others as well as to compensate all personnel under the Contractor's employment in a timely manner so as not to discredit the reputation of the program, the City of Starkville and the City's Parks and Recreation Department.
- XIII. The Contractor further agrees to conduct himself/herself in such a manner as to reflect good relations for the City of Starkville and the City's Parks and Recreation Department.
- XIV. Contractor and its employees will report in writing any and all felony or misdemeanor arrests, convictions, or notices to appear of Contractor and/or employees/subcontractors which occur after the date of hire within forty-eight (48) hours of the occurrence. The Contractor is required to provide any and all documentation related to the arrest to the Recreation Supervisor who will in turn provide the information to the Assistant Parks and Recreation Department Director and/or Parks and Recreation Department Director. The Department Director will determine what action, if any, will be taken.

J. CITY RESPONSIBILITIES

- a. The City shall collect and process all fees for services provided by the Contractor. Customers will be required to make payments prior the start of class. The City shall work in conjunction with Contractor regarding uncollected fees; however, the collection of uncollected fees will ultimately be the responsibility of the Contractor.
- b. The City of Starkville Parks and Recreation Department maintains ownership and sponsorship of program(s) at all times. All advertising/promotions shall be coordinated by the Parks and Recreation Department.
- c. The Parks and Recreation Department reserves the right to cancel or re-schedule classes, or terminate instructors. In the event of cancellation or termination, contractor will receive payment in proportion to those classes or activities completed.
- d. The quality of instruction, class size, fees, time and day of program must be acceptable to the Parks and Recreation Department and such determination shall be final.

K. COMPENSATION

The above stated Contractor shall receive _____ % *of the registration fee per participant*. Payments will be made at the end of the session. In the event the Contractor stated minimum number of registrants is not met, the City and Contractor reserve the ability to re-negotiate compensation.

L. INDEMNIFICATION AND RELEASE

Indemnification:

The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the services provided by the Contractor. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

Release:

The Contractor hereby waives, releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the services provided by the Contractor, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

XV. HARRASSMENT POLICY

The City prohibits any form of unlawful harassment, including harassment based on race/ethnicity, color, religion, sex, age, national origin, marital status, veteran status, sexual orientation, genetic information, political affiliation, disability which does not preclude the performance of the essential functions of the positions, with reasonable accommodation(s) provided as necessary, or any other form of unlawful discrimination in accordance with federal, state, or local law. Harassment is generally defined as conduct that creates an intimidating, hostile, or offensive environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's opportunities within the workplace. Examples of harassment, whether inadvertent, in jest, or otherwise, include but are not limited to the following:

- Verbal harassment, including abusive derogatory comments, demeaning jokes, or slurs;
- Physical harassment, including assault, physical interference with normal work or movement, etc.
- Visual harassment, including displays of derogatory or demeaning posters, cartoons, cards, graffiti, gestures, or drawings.

XVI. SEXUAL HARASSMENT POLICY

The City expressly prohibits any form of sexual harassment. Sexual harassment is generally defined as conduct that creates an intimidating, hostile or offensive work environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's opportunities within the workplace.

Sexual harassment is further defined as:

- making unwelcome sexual advances or requests for sexual favors, or other verbal or physical conduct of a sexual nature, a condition of an employee's continued employment, or;
- making submission to or rejections of such conduct the basis for employment decisions affecting the employee: or,
- creating an intimidating, hostile, or offensive working environment by such conduct.

Examples of improper conduct, whether inadvertent, in jest, or otherwise, include but are not limited to the following:

- A. Verbal harassment, including abusive derogatory comments, demeaning jokes, slurs, sexual advances, obscene messages, etc.
- B. Physical harassment, including assault, physical interference with normal work or movement, etc.
- C. Visual harassment, including displays of derogatory or demeaning posters, cards, cartoons, graffiti, gestures, drawings or sexually suggestive pictures, etc.

XVII. WORKPLACE VIOLENCE

It is the policy of the City to expressly prohibit any acts or threats of violence by any City employee, former employee or contractual employee against any other employee in or about City facilities or elsewhere at any time. The City also will not condone any acts or threats of violence against City employees, customers, or visitors on City premises at any time or while they are engaged in business with or on behalf of the City, on or off City premises. .

XVIII. COMPLIANCE WITH LAWS

Contractor shall, at its expense, comply with all valid requirements of governmental authorities and all applicable present and future federal, state, and local laws, ordinance, rules, and regulations relating to the use of the provided spaces and/or requirements of providing program(s). Contractor will indemnify City against any penalty, damage or charge imposed for any violation by Contractor, its agents and employees, of such requirements.

The City will comply with all applicable laws, rules and regulations imposed upon it as the owner of the provided spaces.

This Agreement is contingent upon Contractor obtaining all certificates, licenses, permits, and other approvals that may be required by any federal, state, or local authority for the provision of the program(s). The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be Contractor's responsibility.

PROGRAM CONTRACTOR AGREEMENT SIGNATURE PAGE

Contractor Signature

Date

Approved: _____

Approved: _____

Mayor

Date

City Attorney

Date

21. REQUEST APPROVAL OF THE NEW FACILITY RENTAL FORM FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the new Facility Rental Form for Starkville Parks and Recreation Department” is enumerated, this consent item is thereby approved.

Starkville Parks and Recreation Facility Rental Form

EVENT INFORMATION

Date of Reservation: _____ Rental Group: _____

Time of Event: _____ am/pm to _____ am/pm Name of Event: _____

(Include set-up and break-down time in request)

Affiliation: ☐ Commercial ☐ Civic/Non-Profit ☐ Private ☐ City-Related ☐ SPARD Affiliated

Expected Number of Participants: _____ Will there be participants under the age of 18? ☐ Yes ☐ No

Description of Event: _____

Will there be food and/or beverages served? ☐ Yes ☐ No If yes, what kind? _____

Is this event a fundraiser or will there be a ticket or gate fee? ☐ Yes ☐ No If yes, how much? \$ _____

(Must be approved by Park Staff)

CONTACT INFORMATION

Contact Person: _____ Email: _____

Day Phone: (____) _____ Cell Phone: (____) _____ Fax: (____) _____

Address: _____
Street City State Zip

FACILITY SPACE REQUESTED (check all that apply) – Fees are on next page

☐ Entire Gym ☐ McKee Small Pavilion ☐ McKee Large Pavilion (near playground) ☐ Soccer Pavilion

☐ JL King Park Pavilion ☐ Needmore Center ☐ Moncrief Pavilion ☐ Moncrief Pool Party

Recreation Center:

- ☐ Basketball Court #1
- ☐ Basketball Court #2
- ☐ Racquetball Court #1
- ☐ Racquetball Court #2
- ☐ Stage
- ☐ Concession
- ☐ Activity Room (Rm# 103)
- ☐ Conference Room (Rm #101)
- ☐ Meeting Room #1 (Rm #202)
- ☐ Meeting Room #2 (Rm #209)

SETUP INFORMATION**Audio/Visual:**

- ☐ Projector
- ☐ Laptop
- ☐ TV/DVD Combo
- ☐ Sound System
- ☐ Podium with microphone

Deposit amount _____
Amount remaining _____
Receipt #'s _____
Check #'s _____

Please list any equipment needs (tables, chairs, etc.):

Please describe the requested setup (i.e.: U-shaped, theater style, classroom, etc):

Additional information and a meeting with SPARD representatives may be required before final confirmation is granted.

I have read and agree to comply with all Starkville Parks and Recreation Department policies and procedures in making this reservation. I agree to pay all deposits and fees associated with this reservation as discussed with SPARD representatives.

The Person or Group that is renting the facility is responsible for all Damages. The Person or Group that is renting the facility shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with renting the facility. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Person or Group renting the facility, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

The Person or Group renting the facility waives, releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the rental of the facility, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

Signature of Contact: _____ Date: _____

SPRD Employee: _____ Date: _____

RENTAL FEES

Deposits

Gymnasium	\$250 (whole gym)*
Needmore Center	\$300*
Pavilions	\$50*
Pool Parties at Moncrief Pool	\$50*

*SPARD reserves the right to increase the requested deposit as needed

Fees

Full Gymnasium Rental	\$200 per hour – deposit required Includes setup, use of sound (if requested), use of concession stand and SPARD staff member on-site.
½ Court Rental	\$25 per hour
Full Court Rental	\$50 per hour
Moncrief Park Pool Party	\$50 per hour
Activities Room	\$50 per hour
Travis Outlaw Center Meeting Rooms	\$25 per hour

Needmore Center Urban Renewal Area	\$150 per day		
Needmore Center Non-Urban Renewal Area	\$300 per day		
Pavilions		Half Day (please mark time) ☐ 8 a.m. to 1 p.m. ☐ 2 p.m. to 7 p.m.	Full Day
	J.L. King	\$45 – Mon. – Thurs. \$60 – Fri. – Sun.	\$80 – Mon. – Thurs. \$100 – Fri. – Sun.
	McKee Large (near playground)	\$45 – Mon. – Thurs. \$60 – Fri. – Sun.	\$80 – Mon. – Thurs. \$100 – Fri. – Sun.
	McKee Small	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.
	Soccer Pavilion	\$45 – Mon. – Thurs. \$60 – Fri. – Sun.	\$80 – Mon. – Thurs. \$100 – Fri. – Sun.
	Moncrief	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.
	Patriots	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.

RENTAL INFORMATION AND POLICIES

Tables and Chairs

The Travis Outlaw gymnasium is equipped with 30 round tables (6 foot diameter), 8 rectangle tables (8 feet long) and 380 chairs. A diagram must be provided of the requested event setup for rentals at the Travis Outlaw gymnasium.

Policies

1. Facility is not reserved until all deposits and fees are paid.
2. SPARD reserves the right to increase the deposit amount as needed.
3. Facility must be adequately cleaned before renters leave the premises at the conclusion of the event. Renter must either arrange for a cleaning service or pay SPARD staff for cleanup at a rate of \$50/hour.
4. No balloons allowed inside the gym UNDER ANY CIRCUMSTANCES. These cause the ceiling sensor in our fire alarm to trip and require the Fire Department to reset. Any event allowing balloons inside the gym may be assessed additional fees.
5. Depending on the size and type, events may require Starkville Police Officers to be hired for security. Please contact Andy Round at 662-323-3141 to request officers.
6. Any cancellations made within a five business days of the event will result in all deposits being kept.
7. The renter agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the renter. The renter agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.
8. Renter agrees to abide by all posted park rules and applicable city ordinances.
9. All lights should be turned off and all areas rented should be left clean and in an orderly fashion. Any damages discovered or which might have occurred during the rental should be reported to the SPARD office.
10. No alcoholic beverages are allowed in the parks.
11. No loud music or boom boxes are allowed. If the police department or SPARD are notified about loud music, the renter will receive one warning. If the noise continues, the rental will be considered cancelled and no refunds will be issued.
12. Pavilions may be rented for either a half day or full day. Half day rentals must either choose to rent from 8 a.m. to 1 p.m. or 2 p.m. to 7 p.m. unless otherwise approved by SPARD staff.

13. Anyone who abuses the privilege of using an SPARD facility may be denied future rentals, including the revocation of any application already approved for future use.
14. There shall be no fund-raising activities, door charge, or sale of any article for private gain unless written approval from the SPARD Director has been obtained.
15. Gambling in any form is not allowed in any facility.
16. No hanging decorations are allowed. Absolutely no tape or staples are to be used in ceilings or walls.
17. Chairs, tables or other city property is not to be removed from any facility for any reason. Outdoor use of tables or chairs that are stored indoors is not allowed.
18. Any lights and thermostats shall be turned off and all doors locked upon leaving the facility.
19. Permits are non-transferable.
20. Permits for groups composed of minors will only be issued to an adult who accepts responsibility for supervision of the rental.
21. All activities shall cease and the facility be cleaned by the posted closing time unless otherwise approved by SPARD staff.

22. CONSIDERATION OF AUTHORIZATION OF THE NEW SPONSORSHIP POLICY FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the new Sponsorship Policy for Starkville Parks and Recreation Department” is enumerated, this consent item is thereby approved.



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Parks and Recreation

AGENDA DATE:

PAGE: 1 of 14

SUBJECT: Discussion and Consideration of the approval of the new Sponsorship Policy for Starkville Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Starkville Parks and Recreation

323-2294

Cell: 662-251-7582- Email: hpeters@starkvilleparks.com

DIRECTOR'S

AUTHORIZATION: (Herman Peters) Office: 662-

FOR MORE INFORMATION CONTACT: Herman Peters 662-323-2294

SUGGESTED MOTION:

Move approval of new Sponsorship Policy for Starkville Parks and Recreation Department.

CITY OF STARKVILLE SPONSORSHIP POLICY

_____ (date)

I. GENERAL POLICY STATEMENT

From time to time the City of Starkville ("City") may allow Sponsorships that further its mission of making City facilities, events, programs or services available to its citizens and the general public. Likewise, others may request the City to consider sponsoring their facilities, events, programs and services. The City may consider these requests to the degree it determines it is beneficial to its citizens and/or the general public, and provided the City has appropriate resources available for such Sponsorship. Sponsorships may be in the form of monetary or in-kind support, and can be flexible to meet the nature of the specific facility, event, program or service.

The City strives for Sponsorships that are compatible with its public purpose, and decisions concerning Sponsorship may be based upon this. This includes taking into consideration the nature of the facility, event, program or service, aesthetics, public perception, and other City priorities and issues; avoiding Sponsorships that are political in nature, offensive, inappropriately exclusionary, or that the City otherwise determines to be inconsistent with its purpose and mission. The City may refuse Sponsorships from entities which manufacture products or take positions inconsistent with local, state, or federal law, policies, positions, or resolutions. The City's acceptance of, or entering into, a Sponsorship arrangement is not an endorsement of the Sponsor's organization, products, or services.

Sponsorships provide a means to generate funds for improving or expanding those facilities, programs, events and services serving the City's citizens and/or the general public. The City currently limits its sponsorship program to nonpublic forums and exercises sole discretion over its Sponsorship decisions, including the circumstances under which it enters into a Sponsorship relationship, the nature of the Sponsorship and all other details.

Other policies.

Except as set forth below, this policy replaces any prior ones addressing the same subject matter.

This policy is in addition to and is intended to complement the following policies. Where possible this policy and the following policies should be read in harmony. If there is a direct conflict, the more specific provision should prevail that is in keeping with the overall public purpose, mission and goals of the City:

- A. Field sponsorship agreements for Starkville Sportsplex and McKee Park.

11. PURPOSE

This policy is designed to provide guidance for developing and managing Sponsorships of City facilities, events, programs and services, and the criteria under which to consider Sponsorship of the facilities, events programs and services of third parties. This includes setting forth the criteria for considering and entering into Sponsorship relationships, determining benefits to be made available to Sponsors in exchange for Sponsorships, such as branding and name recognition on City property or in City-generated communications. It is the intent of the City to preserve its full rights and discretion to restrict access to City assets and facilities, and to City-generated communications, and to reject or refuse placement of any or all Sponsorship messages as it deems appropriate. To the extent that Sponsorships include an entitlement of the Sponsor to have branding, name recognition or other messaging in various locations and in various City communications, the City reserves the right of full editorial control over the placement, content, appearance and wording of such messaging, and may determine and prohibit types of Sponsorship messages which are deemed inappropriate for, or inconsistent with, the business of the City or its public purpose.

III. DEFINITION OF TERMS

- A. "City Asset" or "City Facility" means those structures and interests in real property owned, operated or under the control of the City.
- B. "Nonpublic forum" is broadly defined as any property that is not by tradition or designation a forum for public communication (such as most government publications and websites).
- C. "Open, limited, or designated public forum" means either a forum under the control of the City that is traditionally open to the unfettered exchange of ideas, (such as a park or a sidewalk), or a forum under the control of the City that is non-traditionally open but is nevertheless intentionally and affirmatively opened by the City for speech (such as a street-side kiosk for posting pamphlets or a special area designated for making speeches).
- D. "Sponsor" means the external entity with which a business relationship is created relating to the exchange of goods, services and donations in a Sponsorship with the City.
- E. "Sponsorship" means a business relationship created between the City and one or more external entities involving the exchange of funds, goods, services, and donations with respect to a facility, event, program or other matters serving or of benefit to the general public as determined by the City. Depending on the nature

of the sponsorship, there may be entitlement to public recognition of support, including name recognition and other matters pursuant to this policy.

IV. SPONSORSHIP OF CITY FACILITIES, EVENTS, PROGRAMS, SERVICES

Sponsorship of a specific facility, event, program or service should be negotiated and tailored individually in a manner consistent with this policy. Depending on the amount and length of time of a Sponsorship, Sponsorships may require entering into an agreement specifying in more detail the nature of the Sponsorship. Typically, a hierarchy of benefits should accrue to a Sponsor commensurate with the value of the Sponsorship.

The following sets forth the types of Sponsorships that will be considered by the City, although variations and other types may be considered when consistent with this policy.

A. “Branding Rights” Sponsorship.

“Branding Rights” is a type of Sponsorship where an individual, foundation, corporation, nonprofit organization, service club, or other entity has the nonexclusive right to advertise on a City Asset or City Facility, such as a particular venue, event, program or facility (e.g., athletic field, sports complex, playground, or community facility) for a period of time. Typically this occurs when a significant monetary contribution or other contribution having a significant impact is made by an external entity for a major City Asset or City Facility. In exchange for making such a large contribution, the external entity may be entitled to an opportunity to advertise its name and/or its business. Usually branding rights are considered in a commercial context, where the branding right is sold or exchanged for cash and/or other considerations sometimes under a long-term arrangement pursuant to a written agreement.

The following guidelines should be met for Branding Rights Sponsorships:

1. The Sponsor supports the image, values and public purpose objectives of the City.
2. The Sponsor understands and agrees the City does not relinquish to the proposed Sponsor any aspect of the right to manage and control City Assets or City Facilities.
3. Acknowledgements of the contribution made by Sponsor, whether through signage, utilization of electronic mediums or other publicity and advertising mediums conforms to applicable City policies, ordinances and plans.
4. The appropriate authority from the City has approved the Sponsorship in accordance with this policy.
5. The name of the facility, event, program or service being Sponsored is preserved so as to preserve the identifiability of such facility, event, program or service.

6. The name of the facility, event, program or service takes into account the historical and community significance of the City Facility or City Asset.
7. The Sponsor recognizes and understands that it shall have ongoing responsibilities to adhere to the standards set forth herein, and any agreement entered into may require this or call for termination for failure to comply.
8. City costs incurred in branding an event as a result of a Branding Rights Sponsorship should come from funding designated for such City Facility or City Asset.

B. “Events, Programs and Services” Sponsorship.

1. *Title Sponsor*

This is a type of Sponsorship where an individual, foundation, corporation, nonprofit organization, service club, or other entity has recognition as the title Sponsor of an event, program or service. The following guidelines shall be applied for title Sponsorships of City events, programs and services:

- a. Recognition of the title Sponsor may be on any City-owned, initiated or controlled medium including video, print and electronic marketing and advertising materials acknowledging the title Sponsor of the event, program or service.
- b. Title Sponsor signage/displays as approved by the City may be at the event, program or service location for a period approximating the length of the event, program or service.
- d. Other benefits as negotiated consistent with this policy.

2. *Cash Sponsor*

This is a type of Sponsorship where an individual, foundation, corporation, nonprofit organization, service club, or other entity provides cash to support a City event, program or service. Depending on the amount of cash provided by Sponsor, a cash Sponsor may also be a title Sponsor. The following guidelines shall be applied when entering into a cash Sponsorship for City events, programs and services:

- a. Recognition as negotiated for City video, print or online marketing and advertising materials as a Sponsor of the event, program or service.
- b. Sponsor signage/displays at the event, program or service location for a period not to exceed the length of the event.
- c. For recognition on negotiated commemorative items such as park

benches or engraved bricks, Sponsorship is limited to an individual, corporate or partnership name(s), a memorial dedication and date(s), as appropriate, and may be subject to other line or character limitations.

- d. Other benefits as negotiated.

3. *In-Kind Sponsor*

This is a type of Sponsorship in which an individual, foundation, corporation, nonprofit organization, service club or other entity provides a good or service in exchange for Sponsorship recognition at a City event, program or service. Typically there is no monetary exchange with this type of Sponsorship. The following guidelines shall be applied when entering into an in-kind Sponsorship for City events, programs and services:

- a. Recognition as negotiated in City video, print or online marketing and advertising materials as a Sponsor of the event, program or service.
- b. Sponsor signage/displays at the event, program or service location for a period not to exceed the length of the event.
- c. Other benefits as negotiated.

4. *Gifts*

Restricted and un-restricted gifts of cash or items of value may be processed under this policy as Sponsorships. In such instances, offer and receipt of gifts will follow all of the same guidelines and procedures set forth in this policy.

C. Approval Required.

Sponsorships must be approved by the City, through its Mayor and Board of Aldermen, and should occur as set forth below.

- 1. Except as required by law or expressly established by an affirmative action of the Board of Aldermen, no property or publication of the City shall be intended or considered as an open, limited, or designated public forum.
- 2. City Control. To ensure the proper expenditure of City funds and resources, the City maintains control and use over its Sponsorships. Specifically, no person has a right to access or use any City property or publication for any purpose other than the intended and authorized governmental purpose or service, and as may be set forth in a Sponsorship agreement. Placement of Sponsorship messages upon City property or in

City publications requires prior City authorization.

4. Form of Approval. Approval may be provided in the form of an approved, signed application for simple Sponsorships or Sponsorships of lesser value, and by formal agreement authorized by the appropriate City official or staff for other Sponsorships in the manner set forth herein.

Approval of Sponsorships should generally address the following:

- a. Identification of the City facility, event, program or service;
- b. The exact nature and/or value of the Sponsorship;
- c. Activities, products, and services of the sponsoring private entity, its parent, subsidiaries, affiliates and predecessor companies;
- d. Details regarding recognition of the Sponsorship, including type, duration and other relevant matters;
- e. The type and nature of control over the Sponsorship to ensure proper expenditure of public funds and resources, maintenance of the overall public purpose of the facility, event, program or service; and
- f. The conditions under which the Sponsorship may be terminated.

D. Criteria for Approval of Sponsorships.

1. Generally. The nature and type of need of the City for Sponsorship of the City facility, event, program or service should be considered as well as the type of support and recognition available.
2. Factors. The City recognizes that while entering into a Sponsorship with an external entity does not constitute an endorsement of the entity or its services and products, it does imply an affiliation of some proportion. Such affiliation may affect the reputation of the City among its residents and affect its ability to govern effectively. Therefore, any proposal for Sponsorship should complement, be consistent with or not be conflictive with the City's goals, mission and purposes. This involves considering the following:
 - a. Is the City's mission, values, policies and ordinances consistent with the proposed Sponsor's mission, products, services and marketing goals?
 - b. Does the Sponsorship enhance City facilities, programs, events, and services?
 - c. Are the proposed tangible and intangible benefits balanced for both the Sponsor and the City?
 - d. Is the level and type of recognition commensurate or otherwise reasonable considering the level and type of benefit received by the City?

- e. Are the conditions of the recognition of the Sponsorship consistent with the standards, aesthetic values, and visual integrity of the City and the expectations of users of the facility, event, program or service?
 - f. Does the Sponsorship create a conflict of interest for the City?
 - g. Does the Sponsorship in any way invoke future consideration, influence, or perceive to influence City operations?
 - h. Is the Sponsorship appropriate to the target audience?
 - i. Will the results of the Sponsorship relationship deliver a positive and desirable image for the City?
 - j. What is the proposed Sponsor's record or intent of environmental stewardship and/or social responsibility, and how relevant is this to the proposed Sponsorship?
 - k. What is the rationale for the proposed Sponsor's interest in Sponsoring?
 - l. What are the expectations, ability, timeliness, and readiness of the proposed Sponsor to enter into a Sponsorship arrangement with the City?
 - m. How important is the level or type of Sponsorship to the mission of City?
 - n. What is the level of support needed from the City or others to implement the Sponsorship arrangement?
 - o. Are there any other factors that might affect the overall appropriateness of the proposed Sponsorship?
3. Case by Case Basis. The City will consider proposed Sponsorship relationships on an individual, case-by-case basis, taking into consideration the factors set out in this section. However, the City reserves the right to approve or deny any sponsorship for any reason or no reason at its sole discretion.
 4. Unconditional and non-exclusive. The Sponsorship cannot be made conditional on the City's performance. Sponsorships may not be exclusive; a Sponsorship shall not limit the City's ability to seek other Sponsors as the City determines appropriate.

E. Types of Recognition for Sponsorship.

In return for Sponsorship, recognition of a Sponsor may be given by the City through City's use of various mediums, including newspaper, City website, video, radio and signage regarding Sponsor's role in the City's facility, event, program or service. Recognition of Sponsorships should generally conform to the following:

1. Sponsorships on City of Starkville Parks and Recreation property are maintained as a nonpublic forum.

2. The City preserves its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of all Sponsorship recognition in all mediums.
3. The City may make distinctions on the appropriateness of Sponsorship on the basis of the nature and level of Sponsorship.
4. Determination of form of Recognition. The Starkville Board of Aldermen, or its designee, shall have the ultimate authority to determine what a permissible form of recognition of a Sponsorship is.
5. Acceptable Forms of Recognition. Typically, Sponsorship recognition messages should identify the Sponsor but contain little to no other additional information. Ordinarily, only the following content is appropriate:
 - a. The legally recognized name of the Sponsoring organization;
 - b. The Sponsor's organizational slogan if it merely identifies rather than promotes its products or services;
 - c. The Sponsor's product or service line, described in brief, generic, objective terms. Generally, only one product or service line may be identified;
 - d. Brief contact information for the Sponsor's organization, such as a phone number, address, or Internet website. Contact information should be stated in a manner that avoids an implication of urging the reader or listener to action.
 - e. The words "a paid sponsorship," or some like term, may be added to Sponsorship recognitions when, in the sole opinion of the City, the recognition might be confused with editorial matter or other content.
6. Unacceptable Forms of Recognition. The following types of recognition for Sponsorship may be prohibited by the City as incompatible with the City facility, event, program or service; the City's governmental purpose; contrary to community standards; or otherwise determined to be inappropriate, all in the sole discretion of the City:
 - a. Promotion of the sale or consumption of alcoholic or cereal malt beverages in name, likeness or implication, or promotion of establishments that are licensed for and primarily sell alcoholic or cereal malt beverages, including bars; provided, however, restaurants or other food service establishments and hotels or other places of lodging may be authorized when the commercial message or advertisement promotes only the food service or lodging;
 - b. Promotion of the sale or consumption of tobacco products or depiction of the use of tobacco products;
 - c. Commentary, advocacy or promotion of issues, candidates, campaigns or organizations of a social, political, religious, or rhetorical nature;
 - d. Promotion of gambling, para-mutual betting, or games of chance,

- in name, likeness or implication, or promotion of establishments providing such services or activities of a related or similar nature;
- e. Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness, or characterizations which suggest, depict or promote any such element or sexually oriented products, activities or materials;
 - f. Promotion in any form of illegal drugs, illegal drug use or illegal drug materials, or characterizations which suggest or depict the promotion or glorification of any such products, activities or materials;
 - g. Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature;
 - h. Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards of appropriateness for governmental or family publications;
 - i. Use of words, language, representations or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this policy;
 - j. Inclusion of materials, depictions, promotions or offerings which are the type prohibited by, or by their nature would violate, any postal restrictions or regulations of any federal, state, or local law, rule, or regulation;
 - k. Direct promotions or endorsements of the organization, its products or services;
 - l. Statements that advocate, contain price information such as an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services or organizations;
 - m. Recognition of any kind with respect to a City facility, event, program, service without the express authorization of the City, including use of City's name, marks, logo or other indicia suggesting affiliation with the City or City's facility, event, program or service.

F. Responsibilities of Sponsor.

Sponsors shall be responsible for the following:

- 1. Procuring all necessary permissions to use photographs, trademarks, trade names, copyrighted material or any other legally protected property it provides to the City; and accurately representing the adequacy of required authorizations to use same and shall provide proof of such authorization upon request of the City.

2. Assumption of responsibility for all content of Sponsor recognition including text, photographs, representations, illustrations, sketches, maps, labels, trademarks or other copyrighted matter unless expressly agreed upon otherwise.
3. **Indemnifying, holding harmless, and defending the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with Sponsor's Sponsorship, including that the Sponsorship recognition infringes on any copyright, violates any right of privacy, or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement of trademarks, or other matter contrary to law or contains any formula or instructions injurious to the user of a Sponsor's product.**
4. Holding the City harmless for delays in publication or presentation of Sponsorship recognition in any event or for any reason, including acts of God, acts by any governmental or quasigovernmental entity, lack of funding, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the City affecting publication or presentation of recognition of Sponsorship in any manner.
5. Agreeing that if an error or omission should occur in the publication or placement of any Sponsorship recognition, the City's liability is limited to the amount of the reduction in the value of the Sponsorship due to the error or omission, and in no event shall liability exceed the total value of the Sponsorship, such as the cost payable for the Sponsorship space.

G. Responsibilities of City.

The City shall be responsible for the following:

1. Use of Funds
 - a. All funds derived from Sponsorships shall be recorded, accounted for and used for the applicable City facility, program, event or service, and in accordance with applicable policies and procedures adopted by the City Clerk for the budgeting and expenditure of funds.
 - c. The City shall track all Sponsorships, including amount, type,

- duration and other relevant information and as may be reasonably requested by the City's Clerk.
- d. The City may issue a written acknowledgement of each Sponsorship.
 - e. The City cannot guarantee anonymity of any gift or donation, but a Sponsor may choose to not be publicly recognized.
2. **Conduct City Business.** Nothing in this policy shall be interpreted to prohibit the conduct of special events by the City and its use and recognition of Sponsors, products, sales or prizes. Nothing herein prevents the City from engaging in any activity it determines necessary and or appropriate.
3. **Implementation.** This policy shall become effective upon adoption by the Starkville Board of Aldermen and shall thereafter apply to the acceptance and placement of Sponsorship messages as provided in this policy; provided, however, that Sponsorship messages which were made prior to the adoption of this policy shall not be considered in violation thereof, and to the extent possible shall be construed and completed, if necessary, in the manner most consistent with this policy.

H. Sponsorship Payment.

Sponsorships may vary in length, type and amount. This can be attributed to the nature of the facility, event, program or services being Sponsored and the type of Sponsorship involved. Generally the City should ensure that the benefit of sponsoring is maximized to be of most benefit to its citizens while balancing the nature of the benefit to be received from a Sponsor. While Sponsorships may need to be reviewed individually, the following general guidelines should apply:

- 1. **Long-Term Sponsorships (>1 Year).** For long-term Sponsorships exceeding one year in length:
 - a. The City requires a 50% deposit of the first annual payment. This deposit should be submitted with the signed Sponsorship agreement where applicable.
 - b. The remaining 50% for year one payment should be paid within thirty (30) days of execution of the Sponsorship agreement.
 - c. For each year thereafter, 100% of the annual payment should be received on the anniversary date of the Sponsorship agreement.
- 2. **Short-Term Agreements (<1 Year).** For short-term Sponsorships of one year or less the City typically requires full payment upon the approval of the Sponsorship.

I. Termination of Sponsorships.

The City of Starkville reserves the right to accept or reject any proposed Sponsorship. The City reserves the right to terminate a Sponsorship at any time if, in the City's sole discretion, continuation of the Sponsorship is determined not to be in the best interests of the City.

1. If the City elects to terminate a Sponsorship, any funds, unused materials or services, or other compensation received by the City prior to such termination will be refunded to the Sponsor, unless such termination is due to a material breach of a Sponsorship agreement by the Sponsor, in which case the City may retain all or a part of the compensation if the City determines that such is necessary to compensate the City for any losses incurred by the City due to such material breach.
2. The Sponsor reserves the right to withdraw a Sponsorship proposal at any time during the approval process.
3. The Sponsor may rescind a Sponsorship arrangement within thirty (30) days of entering into one. However, no refund will be given on any funds received by the City prior to receipt of the notification of withdrawal.

V. REQUESTS FOR CITY SPONSORSHIP BY OTHERS

A. Policy.

The continued long-term growth of City has brought about an increased demand for the use of City facilities, event, programs and services in the community. Since the City has limited resources, the City may from time to time determine it desirable and appropriate to grant requests for City Sponsorship of the facilities, events, programs and services of others. This section of the policy sets forth guidelines for requests from those outside the organization of the City.

This policy should be used to determine the basis for approval and/or denial of requests for support by outside entities and the extent to which support should be granted.

The City maintains absolute authority over the use of its funds and resources. Nothing in this policy obligates the City to expend City funds and/or resources whenever it determines a public purpose is not being served and anytime it determines it is in the best interest of the City to no longer be a Sponsor or to no longer allow a Sponsorship. The City retains its ability to cease or alter a Sponsorship relationship anytime it deems appropriate.

B. Process.

1. Requests. All requests for support should be reviewed by the appropriate

- Department Director and any other personnel or consultant determined relevant by such Director.
- 2. Form of Requests to be written. All groups requesting support from the City should be made in writing. Typically this will be done by filling out an application form.
- 3. Approval. Approvals should be in writing and depending on the amount and nature of the Sponsorship, a formal agreement may be entered into. The level of approval required is the same as for Sponsorship of City facilities, programs, services and events as set forth in Section IV.C.3/Level of approval above.

VI. MISCELLANEOUS

A. Variance. All Sponsorships should comply with the guidelines established by this policy. The Starkville Board of Aldermen, in its discretion, may grant variances when it determines that the variance is in keeping with the overall purpose and intent of this policy or when it determines such variance best serves the purposes and needs of the City and the general public.

The decision by the Board of Aldermen shall be final.

C. Verification. Sponsors may be asked to verify in writing that they have read, understood and agree to abide by this policy.

Approved:

Mayor

Date

23. CONSIDERATION OF AUTHORIZATION OF THE NEW SPONSORSHIP AGREEMENT FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the new sponsorship agreement for Starkville Parks and Recreation Department” is enumerated, this consent item is thereby approved.



(For City events, programs or services)
SPONSORSHIP AGREEMENT

By and between

THE CITY OF STARKVILLE, MISSISSIPPI And

Whereas, the City of Starkville, Mississippi (“City”) has adopted the “City of Starkville Sponsorships and Support Requests Policies and Procedures” policy (“Policy”) setting forth guidelines for the sponsorship of City events, programs and services; and

Whereas, City will or is currently conducting a City event, program or service; and

Whereas, _____ (“Sponsor”) desires to sponsor such event, program or service in the manner set forth herein; now therefore

For and in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Event/program/service. The event, program or service which is the subject of this Agreement is as follows:

_____*(desc. & date(s))*

2. Sponsorship. Sponsor agrees to sponsor the above-described event, program or service by being a(n) *(check which apply)*

a. ____ Title Sponsor

b. ____ Cash Sponsor in the amount of _____.

c. ____ In-kind Sponsor through provision of the following service(s) or good(s):

i. _____

ii _____

iii _____

3. Recognition. In recognition of Sponsor’s sponsorship set forth in this Agreement, City agrees to provide the following recognition:

a. As set forth in the Policy for the type of Sponsor listed in Section 2 above.

b. Additional remarks or benefits as follows: _____

_____.

4. Compliance. Sponsor represents having read and understanding the Policy, and agrees to abide by its terms unless expressly provided for otherwise in this Agreement. Sponsor agrees to adhere to all applicable rules and regulations, including safety rules.

5. Additional documents. The Policy is made a part of this Agreement and is incorporated by reference, and the terms used therein have the same meaning when used in this Agreement. Sponsor's application or other documentation, if any, shall be attached and made a part of this Agreement. In the event of a conflict, the provisions and information provided by City shall prevail over information provided by Sponsor; and the information dated later in time by the City shall prevail over earlier information provided by the City.

6. Indemnification. Sponsor agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with Sponsor's Sponsorship, including that the Sponsorship recognition infringes on any copyright, violates any right of privacy, or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement of trademarks, or other matter contrary to law or contains any formula or instructions injurious to the user of a Sponsor's product.

7. Release. Sponsor hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, and causes of action of every kind and character whatsoever, including the cost of defense thereof, for any personal injury, property damage, financial injury, or any other type of injury or damage that is caused by, or alleged to be caused by, arising out of, or in connection with the Sponsor's Sponsorship, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

8. Miscellaneous. The laws of the State of Mississippi govern this Agreement and venue shall be in Oktibbeha County, Mississippi. Waiver of one provision or on one occasion with respect to this Agreement does not constitute waiver of other provisions or on other occasions. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement may be amended only in writing by the parties hereto. This Agreement may not be assigned by a party without the written approval of the other. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

This Agreement goes into effect upon the full execution hereof.

Sponsor:

City:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

24. CONSIDERATION OF AUTHORIZATION FOR STARKVILLE UTILITIES TO ADVERTISE AND REQUEST FOR PROPOSALS FOR WATER SCADA SYSTEM UPGRADE AND SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the "approval of authorization for Starkville Utilities to advertise and request for proposals for water SCADA System Upgrade and Services" is enumerated, this consent item is thereby approved.

LEGAL ADVERTISEMENT

Notice is hereby given that the City of Starkville is soliciting Proposals from qualified and experienced organizations ("Proposers") to provide the required hardware, software, and services to upgrade the Water Supervisory Control and Data Acquisition (SCADA) system.

Time is of the essence and any Proposal received after 11:00 a.m. local time on December 4, 2017 whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of City Clerk.

Interested parties may examine a copy of the Request for Proposals at the office of the City Clerk, or may be obtain a copy of the Request for Proposals for a deposit of \$150.00 from the Engineer for the Project:

Atwell & Gent, P.A.
P. O. Box 2558
Starkville, Mississippi 39760-2558
Telephone (662) 324-5658

Proposals shall be placed in a sealed package (envelope or box), marked in the lower left-hand corner with the RFP number, title, and date and hour Proposals are scheduled to be received. **PACKAGE MUST BE IDENTIFIED AS RFP #17-1.** All Proposals shall be delivered or mailed to:

RFP #17-1
City of Starkville
Attn: Lesa Hardin, City Clerk/CFO
110 West Main Street
Starkville, MS 39759

No Proposal shall be withdrawn for a period of ninety (90) days after the scheduled date and time of opening of Proposals without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all Proposals received, to waive any informalities or irregularities in the Proposals received, or to accept any Proposal which is deemed most favorable to the City. Proposals shall be prepared in accordance with the Request for Proposals for WATER SCADA SYSTEM UPGRADE AND SERVICES.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
Lesla Hardin
City Clerk/CFO

PUBLISH:

October 19, 2017
October 26, 2017

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced the following new Employees:
Nakedra Bell – City Clerk's Office, C2C Program
Christopher Gregory - Police Officer
Emmanuel Moore - Building Inspector
Michael Edwards - Fireman

Mayor Spruill noted City Wide Tailgate will be held Friday, October 20, 2017 at City Hall Plaza from 11 - 1. Hail-O-

Ween will be October 28 at the J. L. King Park and Trunk or Treat will be October 30 at the Sportsplex.

BOARD OF ALDERMEN COMMENTS:

Vice Mayor Perkins asked Community Development Director Buddy Sanders to check on a structure at the corner of Spring Street and Gillespie and to present recommendations at the next Board meeting pertaining to any Code Violations. He then asked Ms. Anita Lindsey to consider renaming a recent event referred to as “Starkville Community Day”. He thanked her and the group that sponsored the event for all their work, but felt it appeared the City of Starkville might be sponsoring the event instead of the MMADD group that did sponsor the event. Ms. Lindsey then presented thank you notes to the elected officials who attending the event.

Alderman Carver thanked Mayor Spruill for a well organized Police Department Grand Opening event held October 13, 2017 and noted the speech by previous Mayor Wiseman.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the upcoming time change and encouraged everyone to be safe.

Chris Taylor reminded everyone of the November 7 election and urged all to go vote.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

25. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND THE SMOKING ORDINANCE, 2008-08, AS AMENDED BY ORDINANCE 2017-7, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to call for a public hearing to amend the Smoking Ordinance, 2008-08, as amended by Ordinance 2017-7, City of Starkville Code of Ordinances, Chapter 82, Article IV, Code Section 82-91 et seq. to include an indoor smoking exemption, the Board voted as follows:

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

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

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

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

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea

Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

27. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION OF THE JOB PERFORMANCE OF TWO EMPLOYEES, ONE IN STARKVILLE UTILITIES AND ONE IN THE COURT DEPARTMENT.

Alderman Perkins offered a motion to enter Executive Session for the purpose of discussion of the job performance of two employees, one in Starkville Utilities and one in the Court Department on a finding that the proposed topic qualified for Executive Session. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

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

Having received an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of the job performance of two employees, one in Starkville Utilities and one in the Court Department on a finding that the proposed topic qualified for Executive Session

At this time the Board entered Executive Session.

28. A MOTION TO RETURN TO OPEN SESSION.

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

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

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

29. A MOTION THAT A COPY OF THE SWORN COMPLAINT AND WARRANT FOR THE ARREST OF

BILLYE ASHERBRANNER BE PLACED IMMEDIATELY AND PERMANENTLY INTO HER EMPLOYMENT FILE WITH THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, that a copy of the sworn COMPLAINT and warrant for the arrest of Billye Asherbranner be placed immediately and permanently into her employment file with the City of Starkville, MS, the Board voted as follows:

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

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

30. A MOTION TO ACCEPT RECOMMENDATION TO TERMINATE EMPLOYMENT OF MARISSA MILAM.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, to accept the recommendation of the Human Resource Director and the Court Clerk to terminate the employment of Marissa Milam of the Starkville Court Department, the Board voted as follows:

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

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

The Board then made the following motion in open session.

31. A MOTION TO ADVERTISE THE VACANT POSITION OF DEPUTY COURT CLERK.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, to advertise the vacant position of the Deputy Court Clerk, the Board voted as follows:

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

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

32. MOTION TO ADJOURN UNTIL NOVEMBER 7, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL

LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn until November 7, 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 Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)