

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
December 5, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on December 5, 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 Carver requested Public Hearing Items VIII A and B be reversed on the agenda.

Alderman Little requested item XE be removed from consent.

Alderman Sistrunk requested item XI. 2. c. be removed from the Agenda:

DISCUSSION AND CONSIDERATION OF AA 17-02: AN ADMINISTRATIVE APPEAL OF THE DENIAL OF THE USE OF EIFS (EXTERIOR INSULATION AND FINISH SYSTEM) FOR 550 RUSSELL STREET IN A T-5 DISTRICT WITH THE PARCEL NUMBER 101D-00-316.00.

Alderman Sistrunk requested items X. C. and X. D. be moved to VIII and renamed "Committee Appointments" and the Agenda reordered.

There being no objections, the agenda was revised as requested.

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

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the December 5, 2017 Agenda. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: 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
REGULAR MEETING OF TUESDAY, DECEMBER 5, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF NOVEMBER 7, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF NOVEMBER 17, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New employee Introductions:

Starkville Utilities: Shuderrick Birchfield, Dnijee Robinson,
Eli Seabrooks, Tameka Harris and Christie Rogers

Police Department: James Smith

George M. Bryan Airport: Jared Rabren

Recognition of Starkville Academy – MAIS AAA State Football Champions

Recognition of Starkville High School Football

– North Half 6A MHSAA State Champions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VOLUNTEER STARKVILLE – DAPHNE KNOX, EXECUTIVE DIRECTOR

VIII. COMMITTEE APPOINTMENTS

A. INTERVIEWS, DISCUSSION AND CONSIDERATION OF APPOINTING AN INDIVIDUAL TO FILL THE ONE VACANT SLOT ON THE STARKVILLE HOUSING AUTHORITY BOARD WITH A FIVE-YEAR TERM THAT WILL EXPIRE DECEMBER 31, 2022.

B. INTERVIEWS, DISCUSSION AND CONSIDERATION OF APPOINTING TWO INDIVIDUALS TO FILL TWO VACANCIES ON THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD FOR A THREE-YEAR TERM WHICH WILL EXPIRE NOVEMBER 30, 2020.

IX. PUBLIC HEARING

A. PUBLIC HEARING OF AN APPEAL OF THE DENIAL OF RZ 17-06 A REQUEST TO REZONE 2 LOTS LOCATED AT 2003 AND 2005 HICKORY STREET FROM R-1 TO C-2 WITH THE PARCEL NUMBERS 102F-00-048.00 AND 102F-00-047.00.

- B. SECOND PUBLIC HEARING ON AMENDING THE SIGN ORDINANCE 2011-02; CITY OF STARKVILLE CODE APPENDIX A – ZONING/ARTICLE IX-SIGNAGE, TO REFLECT CHANGES TO THE OUTDOOR ADVERTISING SIGN REQUIREMENTS AND BANNER SIGNS FOR SPECIAL EVENTS AND THE VARIANCE PROCESS.

X. MAYOR'S BUSINESS

- A. CONSIDERATION OF APPROVING THE BOLLARD PLAN FOR INSTALLATION OF TEMPORARY BOLLARDS AS SPECIAL EVENT PEDESTRIAN SAFETY DEVICES IN AREAS OF DOWNTOWN, MIDTOWN AND THE COTTON DISTRICT.

- B. CONSIDERATION OF INVOICE NO.'S 452041, 452977 AND 453027 FROM RACKLEY OIL, INC. FOR PAYMENT UNDER MISS. CODE SECTION 25-1-47.

- C. CONSIDERATION OF BUDGET MODIFICATION #8, A CONTRACT EXTENSION, WHICH WILL EXTEND CONTRACT NUMBER R-103-347-01-KED ENDING DATE TO DECEMBER 31, 2018.

XI. BOARD BUSINESS

- A. CONSIDERATION OF AMENDING THE SIGN ORDINANCE 2011-02; CITY OF STARKVILLE CODE APPENDIX A – ZONING/ARTICLE IX-SIGNAGE, TO REFLECT CHANGES TO THE OUTDOOR ADVERTISING SIGN REQUIREMENTS AND BANNER SIGNS FOR SPECIAL EVENTS AND THE VARIANCE PROCESS.

- B. RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF GENERAL OBLIGATION BONDS OF THE MUNICIPALITY OR A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), IN ONE OR MORE SERIES, TO RAISE MONEY FOR THE PURPOSE OF ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; PLANNING, CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR, AND/OR PURCHASING STREET TRAFFIC CONTROL DEVICES AND SIGNALIZATION; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; AND FOR RELATED PURPOSES.

- C. DISCUSSION AND CONSIDERATION OF FP 17-07 FINAL PLAT APPROVAL FOR SUBDIVIDING +/- 10.95 ACRE PARCEL INTO 16 LOTS. LOCATED AT THE EAST END OF TURNBERRY LANE AND CYPRESS POINT ROAD IN A R-4 ZONE WITH THE PARCEL NUMBER 106 -14-013.00.

XII. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. **CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2017 A STAR(K)-FILLED CHRISTMAS EVENT WITH IN-KIND SERVICES TO BE HELD DECEMBER 10, 2017 AT 4:30 P.M.**
- b. DISCUSSION AND CONSIDERATION OF AA 17-01: AN ADMINISTRATIVE APPEAL OF THE DENIAL OF SITE PLAN APPROVAL FOR THE PROPOSED CORBIN'S PLACE SUBDIVISION LOCATED OUTSIDE OF CITY LIMITS ON BLUECUTT ROAD WITH PARCEL #'s 104-19-010.00 AND 104-19-010.01.
- c. DISCUSSION AND CONSIDERATION OF AA 17-03: AN ADMINISTRATIVE APPEAL OF THE DENIAL OF THE PLACEMENT OF A SECONDARY BUILDING AT 35 JARNIGAN STREET IN A T-4 DISTRICT WITH THE PARCEL NUMBER 101D-00-316.00.
- d. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE DENIAL OF RZ 17-06 A REQUEST TO REZONE 2 LOTS LOCATED AT 2003 AND 2005 HICKORY STREET FROM R-1 TO C-2 WITH THE PARCEL NUMBERS 102F-00-048.00 AND 102F-00-047.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 28, 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, 21-39-9, 21-39-17 AND 21-15-21.**
- 2. REQUEST ACCEPTANCE OF THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2017 – SEPTEMBER 30, 2018 SOURCE OF SUPPLY LISTING.**

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ALICIA HU AS A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO REPLACE SOUTHWIRE'S EXISTING GSA-3 RATE AGREEMENT WITH TOU MSB AND IP5 INTERRUPTIBLE PRODUCT.

2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO REPLACE WEAVERX EXISTING GSA-3 RATE AGREEMENT WITH TDMSA.

XIII. CLOSED DETERMINATION SESSION

XIV. OPEN SESSION

XV. EXECUTIVE SESSION

A. PERSONNEL

XVI. OPEN SESSION

XVII. RECESS UNTIL DECEMBER 19, 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 2 – 12:

2. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 7, 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 December 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the November 7, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 17, 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 December 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the November 17, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF INVOICE NO.’S 452041, 452977 AND 453027 FROM RACKLEY OIL, INC. FOR PAYMENT UNDER MISS. CODE SECTION 25-1-47.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of Invoice No.’S 452041, 452977 and 453027 from Rackley Oil, Inc. for payment under Miss. Code Section 25-1-47” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF BUDGET MODIFICATION #8, A CONTRACT EXTENSION, WHICH WILL EXTEND CONTRACT NUMBER R-103-347-01-KED ENDING DATE TO DECEMBER 31, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of Budget Modification #8, a contract extension, which will extend contract number R-103-347-01-KED ending date to December 31, 2018” is enumerated, this consent item is thereby approved.

(Parking Structure for Cotton Mill Marketplace)

Contract Number: R-103-347-01-KED

NOTE: List KCDBG Funds where changes are made.

[illegible]

**MISSISSIPPI DEVELOPMENT AUTHORITY
MODIFICATION SIGNATURE SHEET
501 North West Street • Post Office Box 849
Jackson, Mississippi 39205**

1. Recipient's Name, Address, and Telephone No. City of Starkville Honorable D. Lynn Spruill, Mayor 110 West Main Street Starkville, MS 39759 Phone: (662) 323-4583 Fax: (662) 324-4015 Parking Structure for Cotton Mill Marketplace	2. Effective Date: 12-05-17																						
	2. Contract Number: R-103-347-01-KED		Grant Number:																				
	4. Modification Number : 8 (EIGHT)																						
	5. Grant Identifier: (Funding Source & Year): CFDA #14.219 & 14.228																						
	6. Beginning and Ending Dates: 10-26-2010 through 12-31-2018																						
	7. Page 1 of 3																						
8. As a result of this modification, funds obligated are changed as follows: <table border="1"> <thead> <tr> <th></th> <th>KCDBG</th> <th>Other: Federal</th> <th>Other: :Local/ Private</th> </tr> </thead> <tbody> <tr> <td>From</td> <td>\$8,000,000</td> <td>\$0</td> <td>\$40,000,000</td> </tr> <tr> <td>TO</td> <td>\$8,000,000</td> <td>\$0</td> <td>\$40,000,000</td> </tr> <tr> <td>Increase of:</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> <tr> <td>Decrease of:</td> <td>\$0</td> <td>\$0</td> <td>\$0</td> </tr> </tbody> </table>					KCDBG	Other: Federal	Other: :Local/ Private	From	\$8,000,000	\$0	\$40,000,000	TO	\$8,000,000	\$0	\$40,000,000	Increase of:	\$0	\$0	\$0	Decrease of:	\$0	\$0	\$0
	KCDBG	Other: Federal	Other: :Local/ Private																				
From	\$8,000,000	\$0	\$40,000,000																				
TO	\$8,000,000	\$0	\$40,000,000																				
Increase of:	\$0	\$0	\$0																				
Decrease of:	\$0	\$0	\$0																				
9. The above recipient is hereby modified as follows: To change the contract ending date to December 31, 2018 in order to complete the project.																							
10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.																							
11. Approved for Agency: Signature _____ Date _____ Name: Mike McGrevey Title: Deputy Director		12. Approved for Recipient: Signature _____ Date 12-05-2017 Name: Honorable D. Lynn Spruill Title: Mayor, City of Starkville																					

6. CONSIDERATION OF A RESOLUTION AUTHORIZING THE ISSUANCE BY THE CITY OF STARKVILLE, MISSISSIPPI, OF GENERAL OBLIGATION BONDS OF THE MUNICIPALITY OR A GENERAL OBLIGATION BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), IN ONE OR MORE SERIES, TO RAISE MONEY FOR THE PURPOSE OF ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; PLANNING, CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR, AND/OR PURCHASING STREET TRAFFIC CONTROL DEVICES AND SIGNALIZATION; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution authorizing the issuance by the City of Starkville, Mississippi, of general obligation bonds of the municipality or a general obligation bond of the municipality for sale to the Mississippi Development Bank, or authorizing entering into a loan agreement with and obtaining a loan from the Mississippi Development Bank, all in the maximum principal amount of seven million five hundred thousand dollars (\$7,500,000), in one or more series, to raise money for the purpose of establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; planning, constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor, and/or purchasing street traffic control devices and signalization; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; and for related purposes” is enumerated, this consent item is thereby approved.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

1. Under the provisions of Section 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”), the Municipality is authorized to issue general obligation public improvement bonds to raise money for the purpose of establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; planning, constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor, and/or purchasing street traffic control devices and signalization; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof (the “Authorized Purpose”).

2. Under the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), the Municipal Improvements Act, and other applicable laws of the State of Mississippi (the “State”), the Municipality is authorized to undertake activities for the Authorized Purpose, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing a general obligation public improvement bond of the Municipality (the “Qualified Obligation”) for sale to the Mississippi Development Bank (the “Bank”) or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”).

3. Pursuant to the provisions of the Municipal Improvements Act, the Bank Act, and other applicable laws of the State, and by resolution adopted November 7, 2017, the Governing Body declared its intention to issue the Bonds or the Qualified Obligation or obtain the Loan from the Bank to provide funds for the Authorized Purpose, and directed that said resolution be published three times in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published in said newspaper on November 15, 2017, November 22, 2017, and November 29, 2017, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

4. Said resolution was duly published once a week for at least three (3) consecutive weeks, the first publication having been made not less than twenty-one (21) days prior to December 5, 2017, being the date set for the filing of protests on the matter of authorizing the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, and the last publication having been made not more than seven (7) days prior to such date, all without an election thereon, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

5. On or prior to the hour specified on said date, no protest against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, or any petition that an election be called on the question of the

issuance of the Bonds or the Qualified Obligation or obtaining the Loan was filed, and no such protest or petition has been filed as of the time and date of adoption of this resolution against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. The Governing Body is now authorized to issue the Bonds or the Qualified Obligation or obtain the Loan, all in the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), in one or more series, for the Authorized Purpose.

SECTION 2. The Bonds or the Qualified Obligation will be sold and issued or the Loan obtained, all as pursuant to subsequent orders of the Governing Body.

Following the reading of the foregoing resolution and discussion thereof, _____ moved and _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Patrick Miller	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 5th day of December, 2017.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

The State of Mississippi
OKTIBBEHA COUNTY

AFFIDAVIT OF PUBLICATION

Before me, in and for said county, this day personally came the undersigned representative of the Starkville Daily News, a newspaper published in the City of Starkville, of said county and state, who being duly sworn deposeth and says that the publication of a certain notice, a true copy of which, is hereto affixed has been made for 3 weeks consecutively, to wit:

Dated November 15, 2017

Dated November 22, 2017

Dated November 29, 2017

Dated _____, 20____

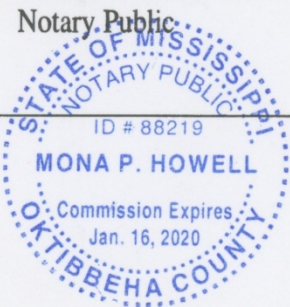
Dated _____, 20____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed; and that the publication thereof has been correctly made.

WITNESS MY HAND AND SEAL OF OFFICE, this the
15 day of Nov, A.D., 2017

By: Mona P. Howell
Notary Public

SEAL:



STARKVILLE DAILY NEWS

By: Raylon C. [Signature]
() Publisher (x) Clerk

Publication Fee	\$ <u>518.64</u>
Proof(s) Of Publication	\$ <u>3.00</u>
Total Charges	\$ <u>521.64</u>

AFFIDAVIT# 36537

7. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2017 A STAR(K)-FILLED CHRISTMAS EVENT WITH IN-KIND SERVICES TO BE HELD DECEMBER 10, 2017 AT 4:30 P.M.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 5, 2017 Official Agenda, and to accept items for consent, whereby the "approval of a Special Event request for the 2017 Star(k)-filled Christmas event with in-kind services of approximately \$950.00 be held on Sunday, December 10, 2017 at 4:30 p.m." is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 28, 2017 FOR FISCAL YEAR ENDING 9/30/18.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the City of Starkville Claims Docket for all departments as of November 28, 2017 for fiscal year ending 9/30/18, acknowledging that the City Clerk has attested and certified on the record, to be placed in the Minutes of this meeting, that all claims on the docket are true, accurate, lawful, and proper for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21 to the best of her knowledge” is enumerated, this consent item is thereby approved.

General Fund	001	\$ 232,171.36
Restricted Fire Fund	003	1,345.50
Airport Fund	015	35,391.71
Sanitation	022	18,285.52
Landfill	023	10,669.75
Industrial Park Bond	303	9,146.88
Sub Total Before Utilities		\$ 307,010.72
Utilities Dept.	SED	353,621.42
Total Claims	Total	\$ 660,632.14

9. CONSIDERATION OF ACCEPTANCE OF THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2017 – SEPTEMBER 30, 2018 SOURCE OF SUPPLY LISTING.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best bids received for October 1, 2017 – September 30, 2018 source of supply listing for the Starkville General City” is enumerated, this consent item is thereby approved. The 42 page listing is on file in the City Clerk’s office and on the City’s web site.

10. CONSIDERATION OF AUTHORIZATION TO HIRE ALICIA HU AS A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Alicia Hu, as the Deputy Court Clerk in the Municipal Court Department” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF AUTHORIZATION FOR STARKVILLE UTILITIES TO REPLACE SOUTHWIRE’S EXISTING GSA-3 RATE AGREEMENT WITH TOU MSB AND IP5 INTERRUPTIBLE PRODUCT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of authorization for Starkville Utilities to replace Southwire’s existing GSA-3 rate agreement with TOU MSB and IP5 interruptible product” is enumerated, this consent item is thereby approved.

POWER SUPPLY CONTRACT

Date: _____

Contract No. 020118-1

THIS POWER SUPPLY CONTRACT, made and entered into by and between **SOUTHWIRE COMPANY** (Customer), a corporation created, organized and existing under and by virtue of the laws of the State of Delaware; and **CITY OF STARKVILLE, MISSISSIPPI** (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi;

W I T N E S S E T H:

WHEREAS, Customer has been purchasing power from Distributor under Power Supply Contract No. 011812-1 for the operation of Customer's plant near Starkville, Mississippi; and

WHEREAS the Customer has requested a new Contract providing for an increased firm contract demand for supply of electric power and energy for operation of the plant; and

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

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

ARTICLE 1 **SCOPE**

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

ARTICLE 2 **RULES AND REGULATIONS**

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

ARTICLE 3
EFFECTIVE DATE, TERM AND TERMINATION

3.1 - Effective Date

This Contract shall become effective as of 0000 hours Central Prevailing Time on February 1, 2018.

3.2 - Term and Termination of Contract

Contract shall continue in effect for an initial term of five (5) years beginning on the Effective Date and may be terminated by either party following two (2) years written notice to the other party. Such two (2) year notice to terminate can be given at any time following year three (3) of the initial term.

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

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

ARTICLE 4
AVAILABILITY OF POWER

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

Firm Contract Demand: 5,001 kW

ARTICLE 5
RATES

Attached hereto and hereby made a part hereof is Distributor's Manufacturing Service Rate, Schedule MSB, which is Distributor's currently effective time-of-use rate schedule applicable to customers contracting for electric service above 5,000 KW but not more than 15,000 KW demand. The power and energy made available for Customer hereunder shall be purchased and paid for by Customer in accordance with the provisions of said rate schedule, as modified or replaced from time to time by agreement between Distributor and TVA.

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

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

ARTICLE 6

CONDITIONS OF DELIVERY

6.1 - Delivery Point

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

- (a) Distributor's overhead ACSR phase conductors; and
- (b) Customer's eastern most dead-end clamps on the northern most overhead-to-underground primary riser pole on the west side of the railroad spur track.

6.2 - Delivery Voltage and Frequency

The power made available at the delivery point specified in this contract shall be in the form of three-phase alternating current, 12470 volts nominal, and at a frequency of approximately 60 hertz. Except for temporary periods of abnormal operating conditions, voltage variations shall not exceed 7 percent up or down from a normal voltage to be determined from operating experience. Maintenance by Distributor at the Delivery Point of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Contract.

6.3 - Phase Balancing

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

6.4 - Protective Equipment

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

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

6.5 - Facilities

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

6.6 - Distributed Generation

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

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

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

6.7 - Metering

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

6.7.2 - Communication Circuit for Remote Access. It is recognized that remote communication access to the Distributor's revenue meter is necessary to facilitate billing under this Contract. Customer shall install and maintain a communication line and such communication equipment necessary for such access to the Distributor's revenue meter. This communication line and equipment shall be in accordance with the guidelines and specifications furnished or approved by the Distributor.

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

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

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

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

ARTICLE 7

ASSIGNMENT OF CONTRACT

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

ARTICLE 8

WAIVERS; SEVERABILITY

8.1 Waiver. Any agreement on the part of either party to an extension or waiver of any provision hereof will be valid only if set forth in a written instrument signed on behalf of such party. A waiver by either party of the performance by the other party of any covenant, agreement, obligation, condition, representation, or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation, or warranty. A waiver by either party of the performance by the other party of any act hereunder will not constitute a waiver of the performance of any other act or an identical act required to be performed by such other party at a later time.

8.2 Severability. The unenforceability of any provision hereof will not render unenforceable or impair the remainder of this Contract, which will be deemed amended to delete or modify, as necessary, the invalid or unenforceable provisions.

ARTICLE 9
PREVIOUS ARRANGEMENTS

Any effective Power Supply Contracts that may exist between Customer and Distributor are hereby terminated as of the Effective Date of this Contract, including Power Supply Contract No. 011812-1.

ARTICLE 10
DUPLICATE ORIGINALS

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

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

Southwire Company

By _____

Title:

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title:

STARKVILLE ELECTRIC DEPARTMENT

MANUFACTURING SERVICE RATE--SCHEDULE MSB

(October 2015)

Availability

This rate shall apply to the firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 5,000 kW but not more than 15,000 kW, and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For all customers transitioning from seasonal demand and energy service under an existing power contract, the onpeak contract demand and offpeak contract demand will be the contract demand provided under their current power contract.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

Customer Charge: \$1,500 per delivery point per month

Administrative Charge: \$350 per delivery point per month

Demand Charges:

Summer Period

Onpeak Demand \$8.72 per kW of onpeak billing demand per month, plus

Maximum Demand \$2.05 per kW per month of maximum billing demand, plus

Excess Demand \$8.72 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Winter Period

Onpeak Demand \$7.90 per kW of onpeak billing demand per month, plus

Maximum Demand \$2.05 per kW per month of maximum billing demand, plus

Excess Demand \$7.90 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Transition Period

Onpeak Demand \$7.90 per kW of onpeak billing demand per month, plus

Maximum Demand \$2.05 per kW per month of maximum billing demand, plus

Excess Demand \$7.90 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Non-Fuel Energy Charge:

Summer Period

Onpeak 4.917¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 2.790¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2	0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy
Winter Period	
Onpeak	3.947¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	2.980¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 2	0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy
Transition Period	
Onpeak	3.054¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	3.054¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 2	0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

For the Summer Period, Winter Period, and Transition Period, the offpeak Block 1 nonfuel energy rate shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Adjustment

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

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of

(1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of \$1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Determination of Seasonal Periods

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

Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and provided further that onpeak hours shall not include hours that fall on November 1 of each year when November 1 falls on any day other than Monday, Onpeak hours for each day shall for purposes of this rate schedule be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November, and December. For all other hours of each day and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and, in each case, shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour.

Except as provided below, (1) the onpeak billing demand shall be the highest onpeak metered demand in the month, (2) the offpeak billing demand shall be the highest offpeak metered demand in the month, and (3) the maximum billing demand shall be the higher of the onpeak billing demand or offpeak billing demand in the month.

The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months.

The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge and administrative charge, (2) the portion of the base demand charge, as adjusted, applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, applicable to maximum billing demand applied to the customer's maximum billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts". Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall not be applied to any billed offpeak energy that exceeds the metered offpeak energy.

Excess demand charges are excluded from this calculation.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

Distributor shall require contracts for all service provided under this rate schedule. The contract shall be for an initial term of at least 5 years and any renewals or extensions of the initial contract shall be for a term of at least 1 year; after 10 years of service, any such contract for the renewal or extension of service may provide for termination upon not less than 4 months' notice. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

Payment

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

Single-Point Delivery

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

_____ Service is subject to Rules and Regulations of Distributor.

12. CONSIDERATION OF AUTHORIZATION FOR STARKVILLE UTILITIES TO REPLACE WEAVEXX EXISTING GSA-3 RATE AGREEMENT WITH TDMSA.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the December 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of authorization for Starkville Utilities to replace Weavexx existing GSA-3 rate agreement with TDMSA” is enumerated, this consent item is thereby approved.

POWER SUPPLY CONTRACT

Date: _____

Contract No. 020118-2

THIS POWER SUPPLY CONTRACT, made and entered into by and between **Weavexx LLC** (Customer), a corporation created, organized and existing under and by virtue of the laws of the State of Delaware; and **CITY OF STARKVILLE, MISSISSIPPI** (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi;

W I T N E S S E T H:

WHEREAS, Customer has been purchasing power from Distributor under for the operation of Customer's plant near Starkville, Mississippi; and

WHEREAS the Customer has requested a new Contract providing for firm contract demand for supply of electric power and energy for operation of the plant; and

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

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

ARTICLE 1 **SCOPE**

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

ARTICLE 2 **RULES AND REGULATIONS**

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

ARTICLE 3
EFFECTIVE DATE, TERM AND TERMINATION

3.1 - Effective Date

This Contract shall become effective as of 0000 hours Central Prevailing Time on February 1, 2018.

3.2 - Term and Termination of Contract

Contract shall continue in effect for an initial term of five (5) years beginning on the Effective Date and may be terminated by either party following two (2) years written notice to the other party. Such two (2) year notice to terminate can be given at any time following year three (3) of the initial term.

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

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

ARTICLE 4
AVAILABILITY OF POWER

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

Firm Contract Demand: 2,600 kW

ARTICLE 5
RATES

Attached hereto and hereby made a part hereof is Distributor's Manufacturing Service Rate, Schedule TDMSA, which is Distributor's currently effective time-of-use rate schedule applicable to customers contracting for electric service above 1,000 KW but not more than 5,000 KW demand. The power and energy made available for Customer hereunder shall be purchased and paid for by Customer in accordance with the provisions of said rate schedule, as modified or replaced from time to time by agreement between Distributor and TVA.

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

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

ARTICLE 6

CONDITIONS OF DELIVERY

6.1 - Delivery Point

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

- (a) Distribution Transformer Secondary Terminals

6.2 - Delivery Voltage and Frequency

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

6.3 - Phase Balancing

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

6.4 - Protective Equipment

Distributor shall not be obligated to provide equipment for the protection of Customer's lines, facilities, or equipment, but Distributor may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall, in Distributor's sole judgment, be capable of

satisfactory coordination with any protective equipment installed by Distributor. Customer shall exercise all reasonable precautions and install all equipment necessary to limit its total demand to the amount to which it is entitled under this contract.

6.5 - Facilities

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

6.6 - Distributed Generation

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

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

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

6.7 - Metering

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

6.7.2 - Communication Circuit for Remote Access. It is recognized that remote communication access to the Distributor's revenue meter is necessary to facilitate billing under this Contract. Customer shall install and maintain a communication line and such communication equipment necessary for such access to the Distributor's revenue meter. This communication line and equipment shall be in accordance with the guidelines and specifications furnished or approved by the Distributor.

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

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

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

ARTICLE 7 **ASSIGNMENT OF CONTRACT**

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

ARTICLE 8 **WAIVERS; SEVERABILITY**

8.1 Waiver. Any agreement on the part of either party to an extension or waiver of any provision hereof will be valid only if set forth in a written instrument signed on behalf of such party. A waiver by either party of the performance by the other party of any covenant, agreement, obligation, condition, representation, or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation, or warranty. A waiver by either party of the performance by the other party of any act hereunder will not constitute a waiver of the performance of any other act or an identical act required to be performed by such other party at a later time.

8.2 Severability. The unenforceability of any provision hereof will not render unenforceable or impair the remainder of this Contract, which will be deemed amended to delete or modify, as necessary, the invalid or unenforceable provisions.

ARTICLE 9
PREVIOUS ARRANGEMENTS

Any effective Power Supply Contracts that may exist between Customer and Distributor are hereby terminated as of the Effective Date of this Contract.

ARTICLE 10
DUPLICATE ORIGINALS

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

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

Weavexx LLC

By _____

Title:

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title:

STARKVILLE ELECTRIC DEPARTMENT
MANUFACTURING SERVICE RATE--SCHEDULE TDMSA
(October 2015)

Availability

This rate shall apply to the firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 1,000 kW but not more than 5,000 kW, and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For all customers transitioning from seasonal demand and energy service under an existing power contract, the onpeak contract demand and offpeak contract demand will be the contract demand provided under their current power contract.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

Customer Charge: \$1,500 per delivery point per month

Administrative Charge: \$350 per delivery point per month

Demand Charges:

Summer Period

Onpeak Demand \$8.72 per kW of onpeak billing demand per month, plus

Maximum Demand \$3.18 per kW per month of maximum billing demand, plus

Excess Demand \$8.72 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Winter Period

Onpeak Demand \$7.90 per kW of onpeak billing demand per month, plus

Maximum Demand \$3.18 per kW per month of maximum billing demand, plus

Excess Demand \$7.90 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Transition Period

Onpeak Demand \$7.90 per kW of onpeak billing demand per month, plus

Maximum Demand \$3.18 per kW per month of maximum billing demand, plus

Excess Demand \$7.90 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Non-Fuel Energy Charge:

Summer Period

Onpeak 4.724¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 2.597¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period

Onpeak 3.753¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 2.786¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Transition Period

Onpeak 2.860¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 2.860¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

For the Summer Period, Winter Period, and Transition Period, the offpeak Block 1 nonfuel energy rate shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Adjustment

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

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of \$1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Determination of Seasonal Periods

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

Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and provided further that onpeak hours shall not include hours that fall on November 1 of each year when November 1 falls on any day other than Monday, Onpeak hours for each day shall for purposes of this rate schedule be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November, and December. For all other hours of each day and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and, in each case, shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour.

Except as provided below, (1) the onpeak billing demand shall be the highest onpeak metered demand in the month, (2) the offpeak billing demand shall be the highest offpeak metered demand in the month, and (3) the maximum billing demand shall be the higher of the onpeak billing demand or offpeak billing demand in the month.

The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months.

The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge and administrative charge, (2) the portion of the base demand charge, as adjusted, applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, applicable to maximum billing demand applied to the customer's maximum billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts". Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall not be applied to any billed offpeak energy that exceeds the metered offpeak energy.

Excess demand charges are excluded from this calculation.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

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

After having received service for at least 1 year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the General Power Rate--Schedule GSA. In such case the term of the power contract shall remain the same and the contract demand for service under the General Power Rate--Schedule GSA shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

Payment

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

Single-Point Delivery

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

_____ Service is subject to Rules and Regulations of Distributor.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced the following new Employees:

Starkville Utilities: Shuderrick Birchfield, Dnijee Robinson, Eli Seabrooks, Tameka Harris and Christie Rogers;
Police Department: James Smith; George M. Bryan Airport: Jared Rabren.

The Mayor then recognized Starkville Academy – MAIS AAA State Football Champions and Starkville High School Football – North Half 6A MHSAA State Champions.

BOARD OF ALDERMEN COMMENTS:

Alderman Perkins thanked the two football teams for their honorable representation of Starkville.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that fire protection such as sprinkler systems be explained to the public and that everyone be mindful of increased arguments and fights during holidays.

Jason Roberson, Mayor's Youth Council President recognized all MYC members present and noted that "Great leaders don't set out to be leaders, but to be difference makers".

PUBLIC APPEARANCES:

VOLUNTEER STARKVILLE – DAPHNE KNOX, EXECUTIVE DIRECTOR

Daphne Knox, Executive Director of Volunteer Starkville, presented the following:

Volunteer Starkville, Successes & Accomplishments FY2017, 3rd & 4th Quarters Starkville Board of Alderman ~ Tuesday, December 5, 2017

VS Events (June 2017 – October 2017)

Healthier You Summer Program ~ June & July 2017

What: The primary goal of this camp is to teach youth and adults from low income families about the benefits of eating healthy and how to purchase produce at the local food market using WIC/SNAP vouchers. It was aimed to introduce various ways to cook and store produce that you can purchase at the market for a healthier lifestyle. Overall, we served 57 children (ages 4-12) from Ms. Smith's Educational Services.

When & Where: Our 2017 "Healthier You" Program classes were held June 5th, June 28th, July 10th, & July 19th at the J.L. King Center and June 13th & July 17th at Ms. Smith's Educational Services.

Results: 35 volunteers ~ 280 service hours ~ 57 children served overall

Mentoring Matters ~ Community Mentor Training ~ August 31, 2017

What: Volunteer Starkville hosted a Mentoring Matters Training and Mentor Match on Thursday, August 31, 2017 at the Greater Starkville Development Partnership to provide training on how to be a good mentor and then match each participant to a mentoring program aligning with his/her interests. This mentor training featured four local mentor experts (David May, Mississippi State University; Candace Williams, Life Coach; Santee Johnson, Mississippi University for Women; Meggan Franks, Maroon Volunteer Center) who covered a wide range of mentoring topics during their presentations. **Results: 19 volunteers ~ 38 service/training hours**

First Responders Appreciation Day ~ 9/11 Day of Service ~ September 2017

What: Volunteer Starkville and the Maroon Volunteer partnered & coordinated 2 service projects/events to engage the local community for the 9/11 Day of Service.

- ***Story Time with Local Heroes ~ 9-13-2017***

3 Volunteers ~ 3 Service Hours ~ 30 Community Participants Engaged

First Responder Volunteers from the Starkville Fire Department and the Starkville Police Department read first responder related books to children (30 participants) at the Starkville Public Library. Afterwards, the children from Emerson Preschool were able to ask questions.

- ***First Responder Postcard Service Project ~ September 2017***

480 Volunteers ~ 240 Service Hours ~ 480 Community Participants Engaged

Volunteer Starkville partnered with Ward Stewart Elementary's Art Program for our First Responder Postcard Service Project to engage youth in service. Each child colored a custom postcard for a local first responder and wrote a message of thanks. Every first responder in Oktibbeha County received a custom postcard during September thanking them for their service.

Results: 2 Service Projects/Events~483 Volunteers~243 Volunteer Hours~510 Comm. Participants

Make a Difference Day ~ October 27, 2017

What: Make A Difference Day is the most encompass others – a celebration of neighbors helping neighbors.

Volunteer Starkville and the Maroon Volunteer partnered & coordinated 3 service projects/events to engage the local community for MADD.

- ***J.L. King Park Beautification ~ 10-27-2017 17***

Volunteers ~ 51 Service Hours

- Volunteer Starkville and the Maroon Volunteer Center partnered to host a park beautification service project at J.L. King Park in Starkville, MS. Volunteers raked and bagged leaves (a total of 20 bags), removed trash from areas around the park, and generally prepared the park site for the Hail-Oween Festival the next day.

- ***Habitat for Humanity ~ 10-27-17 & 10-28-17 28***

Volunteers ~ 112 Service Hours

- The Habitat for Humanity Maroon Edition Home had 4 shifts over the Make a Difference Day and weekend. Volunteers helped to build the home and worked on clean up around the site.

- ***Odd Fellow Cemetery Beautification ~ 10-28-2017 8***

Volunteers ~ 24 Service Hours

- Volunteer Starkville and the Maroon Volunteer Center partnered to host a cemetery beautification service project at Odd Fellow Cemetery in Starkville, MS. Volunteers raked and bagged leaves, removed faded flowers from graves, pick up trash and piled up sticks and other debris near the cemetery's burn pile.

Results: 53 Volunteers ~ 187 Service Hours

Nonprofit Trainings (June 2017 – October 2017):

Media Mania Infused ~ Media Training ~ June 29, 2017

What: Volunteer Starkville and Volunteer Columbus hosted a training seminar on June 29, 2017 for 50 nonprofit representatives on the best practices for marketing programs and events in print, broadcast, and social media. This media training featured six local media experts (Emily Mabry, Sparrow Ink Design; Steve Rogers; Peter Imes, The Commercial Dispatch; Bill Thurlow, Lazer 96.1 WLZA; Tyler Wheat, MUW University Relations; Brennan Dockery, WCBI.) who covered a wide range of media topics during their presentations.

Results: 27 Nonprofit Participants ~ 145 Training Hours

Volunteer Management Training Series

What: Volunteer Starkville partnered with Dr. Laura Greenhaw and Dr. Marina Denny the Department of Human Sciences at Mississippi State University to train nonprofit participants on how to effectively manage volunteers. We had 2 of these trainings during our Quarter 1 & 2. We had the last 2 trainings of the series during our Quarter 3 & 4.

- **Keeping the Right People on Your Nonprofit Bus 12 Nonprofit Participants ~ 24 Training Hours**
 - Nonprofit participants learned how to recognize and evaluate volunteers with their nonprofit.
- **Tips & Tricks for Tackling Taboos at Your Nonprofit**
 - 9 Nonprofit Participants ~ 18 Training Hours
- **Nonprofit participants learned how to handle difficult situations that may arise when dealing with volunteers.**

Results: 2 Training Sessions~ 21 Nonprofit Participants~ 42 Training Hours

FY 2014 – FY 2017: People Served & Engaged by Volunteer Starkville

Data Category	FY 2014	FY 2015	FY2016	FY2017
# of Nonprofit Partners Served by VS	128	155	177	206
# of Volunteer Opportunities on VS Website	251	148	247	283
# of Volunteers Engaged by VS	2,385	3,172	3,595	5,516
# Volunteers Engaged by VS Nonprofit Partners	18,553	23,386	27,741	22,712
# Hours Served by Volunteers Engaged by VS & Nonprofit Partners	117,639.5	165,120	201,035	162,777
# Vols Engaged on Nat. Days of Service	1,636	2,738	4,696	5,463
# Volunteers Recognized by VS	1,101	1,978	827	--
# Nonprofits in VS Volunteer MGT & Capacity Building Trainings	95	111	151	446
# Nonprofit Training Hours in VS Volunteer MGT & Capacity Building Trainings	197	156.5	226.5	690.5

COMMITTEE APPOINTMENTS

13. INTERVIEWS, DISCUSSION AND CONSIDERATION OF APPOINTING AN INDIVIDUAL TO FILL THE ONE VACANT SLOT ON THE STARKVILLE HOUSING AUTHORITY BOARD WITH A FIVE-YEAR TERM THAT WILL EXPIRE DECEMBER 31, 2022.

INTERVIEWS OF CANDIDATES FOR APPOINTMENT TO THE STARKVILLE HOUSING AUTHORITY BOARD:

- A. BETTY ROBERTSON
- B. CARLA WILLIAMS

Three applicants, Dorothy Harris, Betty Robertson and Carla Williams, originally applied for the vacancy. Mayor Spruill noted that Dorothy Harris has recently withdrawn her application and thanked the applicants for their interest in serving on the Starkville Housing Authority Board and asked that, as a courtesy, the ones not being interviewed leave the room while not being interviewed. The Board then interviewed the candidates.

Following interviews, Alderman Miller, duly seconded by Alderman Little, offered a motion to appoint Carla Harris – Williams to a five year term on the Starkville Housing Authority Board to expire December 21, 2022. 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.

14. INTERVIEWS, DISCUSSION AND CONSIDERATION OF APPOINTING TWO INDIVIDUALS TO FILL TWO VACANCIES ON THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD FOR A THREE-YEAR TERM WHICH WILL EXPIRE NOVEMBER 30, 2020.

INTERVIEWS OF CANDIDATES FOR TWO APPOINTMENTS TO THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD:

- A. GADDIS HUNT
- B. RAY SLAUGHTER
- C. SCOTT WILLARD

Three applicants, Gaddis Hunt, Ray Slaughter and Scott Willard, submitted letters of interest for the vacancy. Mayor Spruill thanked the applicants for their interest in serving on the Oktibbeha County Heritage Museum Board and asked that, as a courtesy, the ones not being interviewed leave the room while not being interviewed. The Board then interviewed the three candidates.

Following interviews, Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to re-appoint Ray Slaughter and Gaddis Hunt to three year terms on the Oktibbeha County Heritage Museum Board to expire November 30, 2020. The Aldermen encouraged Mr. Willard to apply when one of the Oktibbeha County appointments becomes vacant. The Board then 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.

PUBLIC HEARING:

PUBLIC HEARING OF AN APPEAL OF THE DENIAL OF RZ 17-06 A REQUEST TO REZONE 2 LOTS LOCATED AT 2003 AND 2005 HICKORY STREET FROM R-1 TO C-2 WITH THE PARCEL NUMBERS 102F-00-048.00 AND 102F-00-047.00.

Assistant City Planner Emily Corbin and Community Development Director Buddy Sanders presented a summary of the appeal. The applicants are seeking to rezone two lots from R-1 Single Family to C-2 General Business based on changed or changing conditions in the existing area and public need. Development plans for the property are unknown to City Staff at this time. On November 14, 2017, the Planning and Zoning Commission voted 5 to 1 to deny the request for the rezoning citing lack of change. Thirty property owners of record within 300 feet of the subject property were notified directly by mail of the requested appeal. A public hearing notice for the appeal was published in the Starkville Daily News November 17, 2017. A rezoning sign was posted on the property 15 or more days prior to the hearing. As of this date, the Planning Office has received six phone calls, two in office visits, and seven letters against the original request. The Planning Office has also received 2 phone calls inquiring about the request. The Planning Office has received one letter in support of the request.

Mayor Spruill opened the Public Hearing and called for public comments noting there would be fifteen minutes designated for the appellant and fifteen minutes for any speakers against the appeal of the denial of RZ 17-06.

Offering comments in support of the appeal: Johnny Moore, attorney for the applicants, cited reasons his clients felt there to be changed conditions in the existing area and public need.

Offering comments in opposition of the appeal: Jason Camp, Pattie Carston, Marshall Green, Clark Roman and Joe Schmitz.

There being no further comments from the public and none from the Board, the Mayor announced the public hearing closed.

15. AN APPEAL OF THE DENIAL OF RZ 17-06 A REQUEST TO REZONE 2 LOTS LOCATED AT 2003 AND 2005 HICKORY STREET FROM R-1 TO C-2 WITH THE PARCEL NUMBERS 102F-00-048.00 AND 102F-00-047.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Perkins, to move Agenda Item XII. B. 2. d. (DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE DENIAL OF RZ 17-06 A REQUEST TO REZONE 2 LOTS LOCATED AT 2003 AND 2005 HICKORY STREET FROM R-1 TO C-2 WITH THE PARCEL NUMBERS 102F-00-048.00 AND 102F-00-047.00) to follow this Public Hearing. 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.

Alderman Perkins offered a motion in writing that after carefully considering the evidence and proof regarding the request for the rezoning of the two (2) properties that are the subject matter of this hearing and after considering the arguments tendered by the attorney for the applicants, I move that the request for rezoning of the properties located at 2003 and 2005 Hickory Street from R-1 to C-2 with the parcel numbers 102F-00-048.00 and 102F-00-047.00, in the Green Oaks Subdivision in Starkville, Mississippi, shall be and is hereby denied based on the following findings of fact:

1. To prevail on a rezoning request, the applicant is required to prove by clear and convincing evidence that either (a) there was a mistake or error in the original zoning, or (b) that the character of the neighborhood has changed to such an extent as to justify rezoning and that a public need existed for

rezoning. See Little v. Mayor, 194 So. 3d 209 (2016 Miss. Court of Appeals); and Board of Aldermen v. Conerly, 509 So. 2d 877 (Miss. 1987).

2. The applicants have failed to meet their burden of proof as required by law.
3. There was no mistake or error in the original zoning with respect to both of the herein referenced properties at 2003 Hickory Street and 2005 Hickory Street in Starkville, Mississippi. Specifically, the City's Community Development Director, Buddy Sanders stated that there was no mistake or error in the original zoning with respect to both of the herein referenced properties.
4. That no evidence was presented to establish that there has been a change in the character of the neighborhood to justify a rezoning of the two (2) herein referenced parcels located on Hickory Street in the Green Oaks subdivision.
5. The Board finds that only Green Oaks Subdivision is considered as the neighborhood with respect to the matter of the rezoning request concerning the two (2) parcels of land, being 2003 Hickory Street and 2005 Hickory Street in Starkville, Mississippi. That no other business or area outside of green Oaks Subdivision is considered by the Board of Aldermen as being the neighborhood. The Board further finds that only Green Oaks Subdivision is considered as being the neighborhood with respect to the matter of the rezoning request concerning the two (2) said parcels of land. That all of the parcels of land located in the Green Oaks Subdivision have residential classifications.
6. The Board finds that Green Oaks Subdivision has always been viewed, considered and treated as a residential neighborhood and subdivision in the City of Starkville, Mississippi.

Alderman Carver seconded the motion 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: Nay
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 and the appeal denied.

SECOND PUBLIC HEARING ON AMENDING THE SIGN ORDINANCE 2011-02; CITY OF STARKVILLE CODE APPENDIX A – ZONING/ARTICLE IX-SIGNAGE, TO REFLECT CHANGES TO THE OUTDOOR ADVERTISING SIGN REQUIREMENTS AND BANNER SIGNS FOR SPECIAL EVENTS AND THE VARIANCE PROCESS.

Assistant City Planner Emily Corbin and Community Development Director Buddy Sanders presented a summary of the proposed ordinance amendments:

1. Modifying the physical size of banners for approved special event advertising on Main Street. The current requirements limit the size of all banners to 24 square feet. The proposed change increases the size to a maximum of 90 square feet with specific requirements for managing wind load and the location of eyelets for mounting the banner.
2. Removal and Replacement of current Billboard requirements. All existing billboards will be declared legal non-conforming billboards. Existing billboards will be placed into two types (I and II) categories. Type I are billboards that are subject to the requirements of state law. Type II are billboards that are not subject to the requirements of state law.
3. Removal of billboards from the amortization clause that governs all other sign types within the City. The removal schedule of Type II billboards is located in the proposed Section J (E)
4. Removal and Replacement of references to the Administrative Adjudication Process and Administrative Hearing Officer.
5. Modifying the variance process for signs. Dimensional variances will be heard by the Board of Adjustment and Appeals. All other variances will be heard by the Planning and Zoning Commission. Final approval and appeals will be heard by the Board of Aldermen.

Mayor Spruill opened the Public Hearing and called for public comments noting there would be fifteen minutes designated for the pro amendment speakers and fifteen minutes for the speakers against the amendment and that comments be limited to the proposed exemption only.

Offering comments in support of amending Sign Ordinance 2011-02; City of Starkville Code Appendix A – Zoning/Article IX-SIGNAGE, to reflect changes to the outdoor advertising sign requirements and banner signs for special events and the variance process: None

Offering comments in opposition of amending Ordinance 2011-02: Mark Gateway of Bully Media and Gavin Wells of Superior Signs.

There being no further comments from the public and none from the Board, the Mayor announced the public hearing closed.

16. CONSIDERATION OF APPROVING THE BOLLARD PLAN FOR INSTALLATION OF TEMPORARY BOLLARDS AS SPECIAL EVENT PEDESTRIAN SAFETY DEVICES IN AREAS OF DOWNTOWN, MIDTOWN AND THE COTTON DISTRICT.

Alderman Walker described the bollard plan and maps. Upon the motion of Alderman Little, duly seconded by Alderman Miller, to approve a bollard plan for installation of temporary bollards as special event pedestrian safety devices in areas of downtown, midtown and the Cotton District, 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.

17. CONSIDERATION OF AMENDING THE SIGN ORDINANCE 2011-02; CITY OF STARKVILLE CODE APPENDIX A – ZONING/ARTICLE IX-SIGNAGE, TO REFLECT CHANGES TO THE OUTDOOR ADVERTISING SIGN REQUIREMENTS AND BANNER SIGNS FOR SPECIAL EVENTS AND THE VARIANCE PROCESS.

A motion was then offered by Alderman Walker to amend Sign Ordinance 2001-02: City of Starkville Code Appendix A – Zoning/Article IX-SIGNAGE, to reflect changes to the outdoor advertising sign requirements and banner signs for special events and the variance process. Alderman Miller seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Nay
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.

A summary of the Ordinance 2001-02 Amendments:

1. Modifying the physical size of banners for approved special event advertising on Main Street. The current requirements limit the size of all banners to 24 square feet. The proposed change increases the size to a maximum of 90 square feet with specific requirements for managing wind load and the location of eyelets for mounting the banner.
2. Removal and Replacement of current Billboard requirements. All existing billboards will be declared legal non-conforming billboards. Existing billboards will be placed into two types (I and II) categories. Type I are billboards that are subject to the requirements of state law. Type II are billboards that are not subject to the requirements of state law.
3. Removal of billboards from the amortization clause that governs all other sign types within the City. The removal schedule of Type II billboards is located in the proposed Section J (E)
4. Removal and Replacement of references to the Administrative Adjudication Process and Administrative Hearing Officer.
5. Modifying the variance process for signs. Dimensional variances will be heard by the Board of Adjustment and Appeals. All other variances will be heard by the Planning and Zoning Commission. Final approval and appeals will be heard by the Board of Aldermen.

18. CONSIDERATION OF FP 17-07 FINAL PLAT APPROVAL FOR SUBDIVIDING +/- 10.95 ACRE PARCEL INTO 16 LOTS LOCATED AT THE EAST END OF TURNBERRY LANE AND CYPRESS POINT ROAD IN A R-4 ZONE WITH THE PARCEL NUMBER 106 -14-013.00.

Alderman Little recused himself. Community Development Director Buddy Sanders presented the item. The applicant, Frank Jones Development, is requesting final plat approval for Country Club Estates Phase 3-B. The Development Review Committee reviewed and issued comments on October 19, 2017. On November 1, 2017, the Planning and Zoning Commission during a Special Call session voted unanimously to recommend approval of the Final Plat with the following Recommended Conditions:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for R-4 Zone dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Prior to the execution of the Final Plat, erosion control shall be installed to the City's and MDEQ standards.
5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
6. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
7. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney's standard hold-harmless indemnification clause.
8. A bond or surety in the amount as determined by the City Engineer for infrastructure improvements shall be provided prior to approval by the Mayor and Board of Aldermen.
9. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
10. The roadways shall not be accepted by the City until at least 85% of all lots located on have been developed and received Certificates of Occupancy. The performance agreement shall remain in effect until such time.
11. The applicant shall execute the standard performance agreement ("developer contract") for the financial guarantee of the completion of the final requirements for acceptance of the streets and infrastructure and the Board of Aldermen shall authorize the Mayor to execute same.
12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
13. The applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
14. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
15. All required street signage shall be in place prior to the execution of the Final Plat.
16. Stormwater drainage easement maintenance, repair, and/or replacement shall be the sole responsibility of the Owners' Association and not the City of Starkville. The City of Starkville disclaims any dedication, acceptance, interest, responsibility, and ownership of the stormwater drainage easement territory.
17. Add the following additional text to dedication section of the Final Plat, "Stormwater drainage easement maintenance, repair, and/or replacement shall be the sole responsibility of the Owners' Association and not the City of Starkville. The City of Starkville disclaims any dedication, acceptance, interest, responsibility, and ownership of the stormwater drainage easement territory."

A motion was then offered by Alderman Carver, to approve FP 17-07 Final Plat for subdividing +/- 10.95 acre parcel into 16 lots located at the east end of Turnberry Lane and Cypress Point Road in a R-4 zone with the parcel number 106 -14-013.00 with the recommended conditions having been met. The motion was seconded by Alderman Walker. The Board then voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Recused
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. Alderman Little returned to the meeting.

19. CONSIDERATION OF AA 17-01: AN ADMINISTRATIVE APPEAL OF THE DENIAL OF SITE PLAN APPROVAL FOR THE PROPOSED CORBIN'S PLACE SUBDIVISION LOCATED OUTSIDE OF CITY LIMITS ON BLUECUTT ROAD WITH THE PARCEL # 104-19-010.00 AND 104-19-010.01.

Assistant City Planner Emily Corbin and Community Development Director Buddy Sanders presented a summary of AA 17-01 an Administrative Appeal of the denial of site plan approval for the proposed Corbin's Place subdivision located outside of City Limits on Bluecut Road with the parcel # 104-19-010.00 and 104-19-010.01.

The applicant Jason Pepper on behalf of Smart Investments LLC, is requesting connection to city utility services for a 24 lot subdivision. The proposed subdivision is located outside of city limits on the west side of the City. It has been the City's policy in the past to execute an agreement for developments outside of city limits connecting to City services. This agreement requires that the development be designed and constructed to City standards with an approved site plan. The Development Review Committee is the only mechanism for the City to approve site plans. This development does not meet City standards and therefore the site plan was denied on September 6, 2017. The Applicant appealed the decision of the Development Review Committee on September 6, 2017 within the 10 day period for appeal. The reasons listed for denial of the site plan are as follows:

1. The right of way width does not meet City standards- Appendix B, Article VI, Sec. 1, 6, A
2. The road width does not meet City Standards- Appendix B, Article VI, Sec. 1, 6, B
3. The road design does not meet City Standards- Appendix B, Article VII, Sec. 1, 1, B, 1
4. There is no Stormwater Management plan- Chapter 54, Article VI, Sec. 54-163

A motion was offered by Alderman Vaughn to deny the appeal. The motion was duly seconded by Alderman Little, 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 passed.

20. CONSIDERATION OF AA 17-03: AN ADMINISTRATIVE APPEAL OF THE DENIAL OF THE PLACEMENT OF A SECONDARY BUILDING AT 35 JARNIGAN STREET IN A T-4 DISTRICT WITH

THE PARCEL NUMBER 101D-00-316.00.

Assistant City Planner Emily Corbin and Community Development Director Buddy Sanders presented a summary of AA 17-03 an Administrative Appeal of the denial of the placement of a secondary building at 35 Jarnigan Street in a T-4 District with the parcel number 101D-00-316.00.

The applicant, Dwight Harding, is appealing the decision by the Development Review Committee and the Planning and Zoning Commission to not allow the placement of a secondary building on a lot that is less than 150' in depth. A lot less than 150' in depth can only have one primary and one outbuilding located on the lot, with the outbuilding being a maximum of 576 square feet. The Applicant is proposing to move an existing house, with +-1,369 sq. ft., from 104 Lummus and place it in the backyard of 35 Jarnigan Street that already has an existing house. At the November 14, 2017 meeting of the Planning and Zoning Commission, the Commission voted 4 to 2 to deny the request of an administrative appeal from the decision of the Development Review Committee. On November 17, 2017, the applicant appealed the decision of the Planning and Zoning Commission to the Board of Aldermen.

Following a display of aerial photos and Dr. Dwight Harding addressing the Mayor and Board, Alderman Miller offered a motion to deny AA 17-03. Alderman Vaughn 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 passed.

21. 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 Little, seconded by Alderman Perkins, 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.

22. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION OF THE SPECIFIC JOB PERFORMANCE OF AN EMPLOYEE IN THE MUNICIPAL COURT DEPARTMENT.

Alderman Perkins offered a motion to enter Executive Session for the purpose of discussion of the specific job performance of an employee in the Municipal 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
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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 discussion of the specific job performance of an employee in the Municipal Court Department on a finding that the proposed topic qualified for Executive Session.

At this time, the Board entered Executive Session.

23. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Vaughn, 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 not taken action in Executive Session.

24. A MOTION TO ACCEPT AND APPROVE THE NEW JOB DESCRIPTION FOR MUNICIPAL COURT CLERK.

Upon the motion of Alderman Perkins, duly seconded by Alderman Little, that the Board accept and approve a new job description for Municipal Court Clerk as presented by the Human Resource Director and that Shalonda Sykes continue to serve in that role pursuant to the new job description, 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.

Job Title: Municipal Court Clerk
Direct Report: Mayor
Date Prepared: 12/04/17

FLSA: Exempt / Grade 13
Department: Municipal Court
Approved by Board: _____

POSITION SUMMARY:

This is a highly responsible administrative position. Work involves the supervision of complex municipal court records, related court activities, and performing statutory functions of the office of Municipal Court.

Work involves direct supervision in planning, organizing, assigning, directing, and reviewing the work of subordinate personnel. Employee makes decisions regarding technical court related issues based on experience and knowledge of court procedures. Employee has complete responsibility for the work performed in assigned area.

DUTIES AND RESPONSIBILITIES:

- Attend all required sessions of the Municipal Court, Department Head and Board meetings.
- Handle personnel matters in the office and is responsible for assisting and preparing the annual budget.
- Issue all process and notices required by law or direction of the Municipal Judge.
- Manage, supervise, coordinate, and schedule court cases for day and night court. Oversee the preparation and distribution of court dockets. Responsible for recording, transcribing, entering and keeping all Municipal Court Minutes.
- Assist judge in court; confers with attorneys and judge concerning court rules and procedures; issues warrants, prepares court dockets; subpoenas.
- Account for all monies coming into the court by making a daily deposit which includes computing court costs, disbursing fines and fees, ensures cash receipts are properly credited and deposited in the appropriate financial institution by daily reports and monthly reports.
- Prepares daily, monthly, quarterly, and annual reports.
- Supervise and coordinate all administrative operations of the Municipal Court.
- Supervise subordinates in the processing of appeals for circuit court, notices to parties, ensuring the time frames as provided for in the Mississippi Rules of Criminal Procedure are met and verifying compliance with court orders; in receiving, processing, and filing legal documents; preparing and issuing legal documents; computing, collecting, accounting, and disbursing of fines and costs, etc.; computer entries and inquiries, equipment use and court procedures.
- Handle complaints and questions regarding court policies, procedures and operations; provides information to Attorneys in their preparation of cases for trial in Municipal Court.
- Confer with Law Enforcement relating to warrants and court procedures. Maintains positive public relations for Municipal Court Judge and office.
- Communicate with the Department of Public Safety for settled cases, warrants, suspension of license, the forwarding of court abstracts on marijuana charges for suspension of license.
- Assist other office personnel as needed and all other duties assigned including any other duties assigned by the Mayor or Municipal Judge.

- Require regular and prompt attendance plus the ability to work well with others.

QUALIFICATIONS:

Knowledge of:

- Thorough knowledge of court rules, procedures and statutory provisions relating to area of responsibility.
- Thorough Knowledge of the Miss. Code Ann. § 21-23-11

Ability to:

- Ability to adhere to the Miss. Code Ann. § 21-23-11
- Ability to plan, assign, supervise, direct, and evaluate the work of subordinates.
- Ability to effectively communicate with a wide variety of individuals, peers, subordinates, attorneys, and the general public.
- Ability to be bonded.
- Ability to become certified as a Notary Public for the State of Mississippi.
- Ability to successfully complete a minimum of twelve (12) hours Court Clerk training within one (1) year of placement in the position.

EDUCATION AND EXPERIENCE GUIDELINES:

Education and/or Experience:

- Bachelor's Degree from a College or University accredited by a regional accrediting agency recognized by the U.S. Department of Education and considerable experience in court administration, court rules, procedures, and statutory provisions; or any equivalent combination of education, training, and experience that demonstrates the above listed knowledge, skills, and abilities.
- Must possess a valid MS driver's license and acceptable MVR.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Working Environment:

Work is performed in an office setting.

Physical Demands:

Office work is essentially sedentary with occasional walking, climbing, reaching, bending, lifting and carrying objects under 50 pounds or minimal physical activities.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.

The City of Starkville, is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer. Candidates are considered for employment with the City, without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or other classification protected by applicable federal, state or local law.

A drug screen is required for this position.

25. MOTION TO RECESS UNTIL DECEMBER 19, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until December 19, 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)