

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
December 19, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on December 19, 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 / CFO 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 Item IX. D.: Municipal Court Clerk be removed from Consent.

Alderman Perkins requested item XI. I. 3.: Code Enforcement Officer be removed from Consent.

Alderman Perkins requested the Board enter Executive Session immediately upon adopting the agenda.

Alderman Little requested item XI. H. 1.: Park Concessions be removed from Consent.

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

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

Alderman Miller offered a motion, duly seconded by Alderman Little, to approve the December 19, 2017 Agenda as amended. 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**

**RECESS MEETING OF TUESDAY, DECEMBER 19, 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 CONSENT ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF NOVEMBER 21, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF DECEMBER 1, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. PUBLIC HEARING OF CU 17-08 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A PARKING LOT AT 609 GILLESPIE STREET IN AN C-2 ZONE WITH THE PARCEL NUMBER 101D-00-313.00

B. PUBLIC HEARING OF VA 17-17 A REQUEST BY SAUNDERS RAMSEY ON BEHALF OF OCEDA/CITY OF STARKVILLE AND OKTIBBEHA COUNTY FOR VARIANCE RELIEF FROM STREET WIDTH AND STREET STANDARDS REQUIREMENTS FOR A PROPOSED INDUSTRIAL PARK IN AN M-1 ZONE WITH THE PROPERTY #115-21-007.01, 115-21-007.00, AND 115-21-010.02

IX. MAYOR'S BUSINESS

A. APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT) FOR LANDSCAPING HIGHWAY 12 MEDIANS: SP-0018-03(025) LPA/107158.

B. CONSIDERATION OF MAYOR SPRUILL AND ALDERMEN CARVER, SISTRUNK, LITTLE, MILLER AND VAUGHN ATTENDANCE AT 2018 MID-WINTER LEGISLATIVE CONFERENCE TO BE HELD IN JACKSON, MS JANUARY 9-11, 2018.

C. CONSIDERATION OF AN APPLICATION FOR THE ASSIGNMENT / TRANSFER OF THE NEW ENTERPRISE EXEMPTION FROM AD VALOREM PROPERTY TAXES PREVIOUSLY GRANTED TO END DECEMBER 31, 2025, TO THE CLAIBORNE AT ADELAIDE, LLC, UNDER § 27-31-101, *ET SEQ.*, OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

D. CONSIDERATION TO APPROVE A 10% PAY INCREASE FOR THE MUNICIPAL COURT CLERK OF THE MUNICIPAL COURT DEPARTMENT EFFECTIVE DECEMBER 20, 2017.

E. CONSIDERATION OF APPROVING THE APPLICATION FOR A WALMART GRANT FOR

FUNDING RECREATIONAL OPPORTUNITIES UNDER A QUALITY OF LIFE STATUS.

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF CALLING TWO PUBLIC HEARINGS FOR AN ORDINANCE REVISION TO AMEND THE ZONING DISTRICT REGULATIONS TO ALLOW THE USE OF EIFS.**
- B. DISCUSSION AND CONSIDERATION OF AA 17-02 AN ADMINISTRATIVE APPEAL OF THE DENIAL OF THE USE OF EIFS FOR 550 RUSSELL STREET IN A T-5 DISTRICT WITH THE PARCEL NUMBER 101D-00-316.00.
- C. DISCUSS AND CONSIDER APPROVAL OF FY 2017-18 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN PHASE 1 AND PHASE 2 THAT RESULTED FROM THE PAY STUDY TO BE EFFECTIVE AT THE PAY PERIOD BEGINNING JANUARY 15, 2018 AND PHASE 2 TO BE DETERMINED AT A LATER DATE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST AUTHORIZATION TO REENTER INTO THE GOLD SERVICE AGREEMENT BETWEEN QT POD AND THE CITY OF STARKVILLE FOR SUPPORT ON THE SELF-SERVE AVIATION CREDIT CARD TERMINAL FOR A TERM OF ONE YEAR IN THE AMOUNT OF \$995.00.**

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF CU 17-08 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A PARKING LOT AT 609 GILLESPIE STREET IN AN C-2 ZONE WITH THE PARCEL NUMBER 101D-00-313.00
- b. DISCUSSION AND CONSIDERATION OF VA 17-17 A REQUEST BY SAUNDERS RAMSEY ON BEHALF OF OCEDA/CITY OF STARKVILLE AND OKTIBBEHA COUNTY FOR VARIANCE RELIEF FROM STREET WIDTH AND STREET STANDARDS REQUIREMENTS FOR A PROPOSED INDUSTRIAL PARK IN AN M-1 ZONE WITH THE PROPERTY #115-21-007.01, 115-21-007.00, AND 115-21-010.02
- c. DISCUSSION AND CONSIDERATION OF PP 17-11 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING 348.81 PARCEL INTO 3 LOTS FOR A PROPOSED INDUSTRIAL PARK. THE PROPERTY IS LOCATED AT 1629 HWY 389 IN A M-1 ZONE WITH THE PARCEL NUMBER 115-21-007.01, 115-21-007.00, AND 115-21-010.02

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 DECEMBER 12, 2017 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.
2. REQUEST ACCEPTANCE OF NOVEMBER 2017 FINANCIAL STATEMENT.
3. REQUEST APPROVAL OF CANNON COPIER LEASE AGREEMENT.
4. CONSIDERATION TO APPROVE THE LIST OF STARKVILLE POLICE DEPARTMENT UNMARKED CARS FOR FISCAL YEAR 2018.
5. CONSIDERATION OF AUTHORIZATION FOR JAMEIKA SMITH TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM TO TAKE MASTER LEVEL COURSES IN BUSINESS ADMINISTRATION WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$1,500.00 PER SEMESTER AND TO REIMBURSE HER FOR THE APPROVED COURSES COMPLETED IN THE FALL 2017 SEMESTER IN THE AMOUNT OF \$1,148.50.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION OF PAYMENT TO COLEMAN NORMAN FOR EDUCATIONAL REIMBURSEMENT IN THE AMOUNT OF \$450.00.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

1. REQUEST APPROVAL TO ADVERTISE FOR PROPOSALS FOR CONCESSION SERVICES.

I. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE TRISTAN MORGAN GREENE, AS A MAINTENANCE WORKER I FOR THE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE TARA MCDONALD, AS A PART-TIME INTERN FOR THE FINANCE AND ADMINISTRATION DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE AMY COUNTERMAN, AS THE TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE CALVIN WATERS, AS CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL FOR THE STARKVILLE POLICE DEPARTMENT TO TRADE 65 WEAPONS, AND REMOVE FROM INVENTORY, GLOCK MODEL 22 HANDGUNS AND PURCHASE 65 NEW GLOCK MODEL 17 HANDGUNS FROM THE SOUTHERN CONNECTION POLICE SUPPLY, THE LOWER OF TWO QUOTES.
2. CONSIDERATION TO ALLOW CORPORAL CHRIS JACKSON, TO ATTEND MANAGING THE PROPERTY AND EVIDENCE ROOM TRAINING, WHICH WILL BE HELD IN BIRMINGHAM ALABAMA FROM JANUARY 16-17, 2018 AT A TOTAL COST NOT TO EXCEED \$625.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE A TASK ORDER WITH VOLKERT FOR DISTRIBUTION SYSTEM HYDRAULIC MODEL DEVELOPMENT AND EVALUATION FOR STARKVILLE UTILITIES WATER DISTRIBUTION SYSTEM.
2. REQUEST AUTHORIZATION TO BEGIN THE PROCUREMENT PROCESS FOR ENGINEERING SERVICES FOR THE STARKVILLE ROUNDHOUSE ROAD SEWER CDBG PROJECT.
3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE TO REPAIR A 50HP FAIRBANKS MORSE PUMP FROM ELECTRIC MOTOR SALES & SERVICE AT A PRICE OF \$7,568.34.
4. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO EXECUTE AGREEMENT WITH CLEARWATER CONSULTING FOR ENGINEERING SERVICES ASSOCIATED WITH AN AGREED ORDER OF CONSENT WITH THE ENVIRONMENTAL PROTECTION AGENCY FOR SYSTEM MODIFICATION AND IMPROVEMENTS TO THE STARKVILLE MUNICIPAL WASTEWATER COLLECTION SYSTEM.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL JANUARY 2, 2018 @ 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.

2. 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 Perkins, seconded by Alderman Sistrunk, 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.

3. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION OF THE SPECIFIC JOB PERFORMANCE OF AN EMPLOYEE IN THE PARK AND RECREATION DEPARTMENT.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of discussion of the specific job performance of an employee in the Park and Recreation Department on a finding that the proposed topic qualified for Executive Session. Following a second by Alderman Perkins, the Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussion of the specific job performance of an employee in the Park and Recreation Department on a finding that the proposed topic qualified for Executive Session.

At this time, the Board entered Executive Session.

4. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, 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.

5. REMOVAL OF ITEM XI. E. 1.: CLAIMS DOCKET FROM THE CONSENT AGENDA.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, to remove the Claims Docket from Consented Agenda items, 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.

Consent items 6 – 26:

6. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 21, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the November 21, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE MINUTES OF THE DECEMBER 1, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the December 1, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT) FOR LANDSCAPING HIGHWAY 12 MEDIANS: SP-0018-03(025) LPA/107158.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Memorandum of Understanding (MOU) with Mississippi Department of Transportation (MDOT) for landscaping Highway 12 medians: SP-0018-03(025) LPA/107158” is enumerated, this consent item is thereby approved.

Memorandum of Understanding

SP-0018-03(025)LPA/107158
Sidewalks and Landscaping along SR 12 Corridor
City of Starkville

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the City of Starkville (hereinafter referred to as the "LPA"), for the purpose of establishing the conditions under which the LPA may utilize MDOT funding and to specify acts required to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the LPA has announced its intentions to construct sidewalks and landscaping along the SR 12 Corridor; (hereinafter referred to as the "PROJECT"), and the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, it is anticipated that approximately \$652,098.00 in MDOT funds are available for the construction of the PROJECT. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of MDOT Funds allocated to the PROJECT by the COMMISSION, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements related to the above-described PROJECT unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION enter into this Memorandum of Understanding for these and any future MDOT funds that may be allocated to this PROJECT, and agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. The LPA shall follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the PROJECT including, but not limited to, project activation, consultant selection, request

and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out.

3. The LPA shall submit to the MDOT four (4) complete sets of “as-built” plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the PROJECT during and after completion so that the MDOT investment in the PROJECT is preserved. If maintenance is not performed, as appropriate, future MDOT funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of project funds through all available legal actions.

5. The LPA shall follow and abide by any and all MDOT requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act of omission or commission on the part of the LPA causes loss of MDOT funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold MDOT reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the PROJECT. Payments to railroads, their consultants or contractors, for work included in the PROJECT, may be made by MDOT, in its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the PROJECT.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the PROJECT, over and above the available MDOT funds for the PROJECT.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled “The Mississippi Employment Protection Act,” as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired

employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for a project including press releases; materials for groundbreakings, ribbon cuttings or other public events; and any other public information or media resources by notifying the MDOT Public Affairs Division, 601-359-7074, comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this project.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of MDOT funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of MDOT funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of MDOT funds received by the LPA. If sufficient internal controls over the LPA's MDOT funding are not maintained, MDOT funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in MDOT funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any MDOT department or agency.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by MDOT funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of MDOT funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, may be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. In its discretion, make payments to railroad companies, their consultants or contractors for work on railroads included in the PROJECT. The payments made shall come from project funds obligated for the PROJECT.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are

contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

E. The Executive Director of MDOT may withhold MDOT funds for the PROJECT for any of the following reasons:

1. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure to deal with all storm water issues as defined in the permit and/or PDM.
10. Failure to properly maintain any project that uses MDOT funds may cause future MDOT funds to be withheld for any projects in the jurisdiction of the local agency.
11. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

F. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before MDOT Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no

effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the MDOT Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the MDOT funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the PROJECT, then MDOT time may be charged to the PROJECT. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the PROJECT may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Lynn Spruill, Mayor
City of Starkville
110 West Main St.
Starkville, MS 39759
Phone: 662.323.4583
Fax: 662.324.4015

For Technical Matters:

COMMISSION:
District LPA Coordinator – District 1
MDOT
P.O. Box 2060
Tupelo, MS 38803
Phone: (662) 842-1122
Fax: (662) 840-0953

LPA:
Edward Kemp, City Engineer
City of Starkville
110 West Main St.
Starkville, MS 39759
Phone: (662) 323-4583

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Starkville

Lynn Spruill, Mayor

Attested:

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

9. CONSIDERATION OF MAYOR SPRUILL AND ALDERMEN CARVER, SISTRUNK, LITTLE, MILLER AND VAUGHN ATTENDANCE AT 2018 MID-WINTER LEGISLATIVE CONFERENCE TO BE HELD IN JACKSON, MS JANUARY 9-11, 2018.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of Mayor Spruill and Aldermen Carver, Sistrunk, Little, Miller and Vaughn Attendance at 2018 Mid-Winter Legislative Conference to be held in Jackson, MS January 9-11, 2018” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF APPROVING THE APPLICATION FOR A WALMART GRANT FOR FUNDING RECREATIONAL OPPORTUNITIES UNDER A QUALITY OF LIFE STATUS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the application for a Wal-Mart Grant for funding recreational opportunities under a quality of life status” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF CALLING TWO PUBLIC HEARINGS FOR AN ORDINANCE REVISION TO AMEND THE ZONING DISTRICT REGULATIONS TO ALLOW THE USE OF EIFS.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of calling two public hearings for an Ordinance revision to amend the zoning district regulations to allow the use of EIFS” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION TO REENTER INTO THE GOLD SERVICE AGREEMENT BETWEEN QT POD AND THE CITY OF STARKVILLE FOR SUPPORT ON THE SELF-SERVE AVIATION CREDIT CARD TERMINAL FOR A TERM OF ONE YEAR IN THE AMOUNT OF \$995.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to reenter into the Gold Service Agreement between QT Pod and The City of Starkville for support on the Self-Serve Aviation Credit Card Terminal for a term of one year in the amount of \$995.00” is enumerated, this consent item is thereby approved.



4909 Nautilus Court North, Suite 109, Boulder, CO 80301

Phone: (303) 444-3590 Fax (303) 444-8736

e-mail: mduncan@qtpod.com

Extended Warranty and Service Policy Program

Site Name: Starkville Bryan Field **PO Number:**
Address: 120 Airport Road
City: Starkville **State/Province:** MS **Postal Code:** 39759
Site ID: 1814
☒ **Aviation** ☐ **Marina** ☐ **Other**
Model: M3000Pro **Serial Number:** 3000811
Date Installed: 5/27/2008

Policy Type:

Part ID	Part Description	Qty	List
GOLD	Gold Service Agreement	1	\$995.00

Coverage Included:

☐ Business Hours Telephone Support	☒ Free Software Updates
☒ 24/7 Telephone Support	☐ On-Site Technician for Repairs
☐ 25% Discount on Parts	☒ Prepaid Ground Freight
☒ 40% Discount on Parts	☐ Lightning Protection
☐ 100% Discount on Parts	

We Accept VISA and MasterCard payments or you may overnight a check or money order.

All service plans from QT Pod are written contracts between QT Pod and its customers. This letter is meant to provide a general description of the various plans to be offered. Please refer to the full text of the support contract you select for all inclusions and any exclusions or limitations.



QT Petroleum on Demand - Features Description

Business Hours Support - QT Pod will provide telephone technical support on Monday through Friday from 7:30 AM to 6:00 PM MST, holidays excluded

24/7 Support - QT Pod provides support after-hours and on holidays to customers with GOLD and PLATINUM Service Plans. QT Pod staff will respond to all calls within an hour of the initial call for service. After hours support is intended for emergency situations where you are unable to pump fuel.

Software Upgrades - QT Pod will provide GOLD and PLATINUM customers with software updates and revisions at no charge as they become available (a \$495.00 value). SILVER customers will be charged with the full retail price for software upgrades and revisions.

Parts Replacement - QT Pod parts replacement policy is as follows: SILVER - Customers receive a 25% discount on all parts required to return unit to service. Customer is responsible for installation of parts and pays for both outbound and inbound shipping charges. GOLD - Customers receive a 40% discount on all parts required to return unit to service. QT Pod will pay outbound shipping charges via UPS Ground Service. Customer may be responsible for overnight shipping charges should this method be requested. Customer is responsible for installation of parts and the inbound shipping charges. PLATINUM - Customer will receive on a "parts exchange" basis at no charge. Customer is responsible for installing the new parts and must return the "old" parts within 10 days or is charged the full retail price. Parts replacement will be sent via UPS Ground Service at no charge. Customer may be responsible for overnight shipping charges should this method be requested.

On site Technical Assistance / On Site Repairs - The customer shall be responsible for installing all replacement components and shall return all failed components to QT. Should QT be unable to diagnose and/or repair the terminal within a reasonable time frame, QT will, at its sole discretion, dispatch a technician of its choosing to the Site for those customers covered under the PLATINUM plan. Customer shall not be responsible for labor charges. Customer shall bear the cost of travel expenses. The customer is responsible for any electrical repairs outside the unit caused by electrical failure, lightning, or other power surges. (Note: this service is not available in all areas. Check with your QT Pod sales representative for details.)

Lightning Protection - QT Pod offers PLATINUM PLUS customers a complete hardware replacement if the unit's failure is deemed to be the result of lightning or extreme power surges provided the customer's terminals equipped with a Sandwich Block (SB41) lightning suppressor and Data Line Protector (DLP-200).

Terms of Agreement

As an authorized agent of the above named company, and on behalf of the company, I agree to all the terms and conditions listed on this agreement and further agree to pay the amount specified either in whole or as specified herein. This agreement is 12 months in length and begins on the date QT receives payment and remains in effect for twelve continuous months. This contract is non-cancellable and non-refundable. QT Pod agrees to honor this agreement as written only to the extent as specified in the Terms of Service as listed above. QT Pod is not responsible for any damage to the covered unit or attached equipment resulting from the improper installations of parts by unauthorized technicians. Failure to pay the contract in its entirety will result in collections and legal actions by QT Petroleum on Demand.

Agreed upon this day 12/11/2017 . Between QT Pod and Starkville Bryan Field

QT Pod Representative  Date 12/11/2017
Company Representative _____ Date _____

13. CONSIDERATION OF NOVEMBER 2017 FINANCIAL STATEMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the November 2017 Financial Statement” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF APPROVAL OF CANNON COPIER LEASE AGREEMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of approval of the Rental Agreement with Canon Solutions America for a 60 month rental of a Canon copier to be used by City Hall at a cost of \$220 per month” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO APPROVE THE LIST OF STARKVILLE POLICE DEPARTMENT UNMARKED CARS FOR FISCAL YEAR 2018.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the list of Starkville Police Department unmarked cars for Fiscal Year 2018 as required by MS Code 25-1-87” is enumerated, this consent item is thereby approved.

<u>Make and Model</u>	<u>VIN</u>	<u>Tag #</u>	<u>Current Assignment</u>
2017 Ford Explorer	1FM5K8AR0HGC07160	G68217	Capt. Ballard
2017 Ford Explorer	1FM5K8AR3HGC07167	G76677	Lt. Roberson
2017 Ford Explorer	1FM5K8AR4HGC07162	G76673	Sgt. Durr
2016 Ford Explorer	1FM5K8AR4GGB65932	KTV-060	Chief Nichols
2016 Ford Explorer	1FM5K8AR2GGB65931	KTV-093	Capt. Outlaw
2013 Ford Explorer	1FM5K8AR3DGC06899	G63223	Cpl. Lovelady
2011 Chevrolet Tahoe	1GNLC2EOSBR362260	G57625	
2009 Ford Crown Victoria	2FABP7BV0AX117334	G53366	Det. Carly Winship
2010 Hyundai Genesis	KMHHT6KD2AU035089	KTV-408	Narcotics
2007 Ford CV	2FAFP71W6X151895	KTE-657	Det. Headley
2007 Chevrolet Silverado	3GCEC13CX7G556637	KT6-660	Sgt. Watkins
2006 Jeep Commander	1JBHH48KU6C248602	KTV-449	Narcotics
2006 Dodge Charger	2B3LA53H26H478581	KTV-118	Narcotics
2015 Chevrolet Tahoe	1GNLC2EC9FR634115	KTV-352	Cpl. Wells
2010 Ford CV	2FABF7B8AX117324	G53377	Det. Lay

16. CONSIDERATION OF AUTHORIZATION FOR JAMEIKA SMITH TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM TO TAKE MASTER LEVEL COURSES IN BUSINESS ADMINISTRATION WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$1,500.00 PER SEMESTER AND TO REIMBURSE HER FOR THE APPROVED COURSES COMPLETED IN THE FALL 2017 SEMESTER IN THE AMOUNT OF \$1,148.50.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “authorization for Jameika Smith to participate in the City of Starkville Educational Assistance Program to take master level courses in Business Administration with a total reimbursement cost not to exceed \$1,500.00 per semester and to reimburse her for the approved courses completed in the Fall 2017 semester in the amount of \$1,148.50” is enumerated, this consent item is thereby approved.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City Of Starkville (hereinafter referred to as Customer), and **Canon Solutions America** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

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

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

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

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

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

Witness my signature this the _____ day of _____, 20 ____ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____, 20____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200031426

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Starkville- City Hall

Bill To Address: 110 West Main Street

Starkville, MS 39759

Ship To Address: 110 West Main Street.

Starkville, MS 39759

Description of Equipment, Software, or Services

Price

Canon irAdv 6555i, Staple Finisher-V2

2/3 Hole Punch, Power Filter

\$220/Monthly

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 60
Start Date: 1/1/18
End Date: 12/31/22

Modifications: All inclusive maintenance contracts: Maintenance includes all toner, parts, labor, staples and supplies.

Everything but paper. Paying per copy @ \$.0047 per b/w copy.

Vendor Signature

Customer Signature



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

**LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT
REIMBURSEMENT ADDENDUM TO AGREEMENT #
S0746872.01 (the "AGREEMENT")**

Page 1 of 1

Customer ("You"):		Customer Account: 1653049
Company: CITY OF STARKVILLE		
Address: 110 W MAIN ST		
City: STARKVILLE		County: OKTIBBEHA
State: MS	Zip: 39759-2823	Phone #: 662.323.2525
Email: l.hardin@cityofstarkville.org		

Buy-out Reimbursement

\$ _____ to be paid under the circumstances described in Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☒ CSA will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment. If so, will the equipment remain under a CSA Maintenance Agreement? Yes ☐ No ☐
- ☐ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name	Lease Number
CFS	1901659

Return Authorization**Please select one:**

- ☐ Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
Equipment Condition: ☐ Good Working Condition ☐ As is condition
- ☒ Return Equipment to selected Leasing Company
- ☒ Canon Financial Services
- ☐ Return Equipment to CSA. Original Order Date _____

Pick-Up Information:

- ☒ Same Date as Delivery of Listed Items specified on the Agreement.

☐ Other Specified Date: ____ / ____ / ____
(but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: _____ Phone: _____

E-Mail: _____

Special Removal Instructions: _____

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
UGTR	3893B002	IRADV6055	HTT26292	636160		Lesa Hardin 662.323.2525	l.hardin@cityofstarkville.org	

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CIT:R-CIT Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. If Trade-in Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____

17. CONSIDERATION OF PAYMENT TO COLEMAN NORMAN FOR EDUCATIONAL REIMBURSEMENT IN THE AMOUNT OF \$450.00.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of payment to Coleman Norman for educational reimbursement in the amount of \$450.00” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF AUTHORIZATION TO HIRE TRISTAN MORGAN GREENE, AS A MAINTENANCE WORKER I FOR THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to hire Tristan Morgan Greene, as a Maintenance Worker I for the Utilities Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF AUTHORIZATION TO HIRE TARA MCDONALD, AS A PART-TIME INTERN FOR THE FINANCE AND ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to hire Tara McDonald, as a part-time Intern for the Finance and Administration Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF AUTHORIZATION TO HIRE CALVIN WATERS, AS CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Calvin Waters as a certified Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION OF APPROVAL FOR THE STARKVILLE POLICE DEPARTMENT TO TRADE 65 WEAPONS, AND REMOVE FROM INVENTORY, GLOCK MODEL 22 HANDGUNS AND PURCHASE 65 NEW GLOCK MODEL 17 HANDGUNS FROM THE SOUTHERN CONNECTION POLICE SUPPLY, THE LOWER OF TWO QUOTES.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval to trade our current inventory of Glock Model 22 handguns and purchase 65 new Glock Model 17 handguns, due to current handguns being dated with many being 20 years old at an amount not to exceed \$12,000” is enumerated, this consent item is thereby approved.

Two quotes received: (65 Mod Glock 17 Gen 5 with 65 various handguns traded in)
Southern Connection Police Supplies:

65 Glocks, with sights	\$ 27,852.50
Less 65 trade ins	16,965.00
Net Quote	\$ 10,887.50

Glock, Inc.:

65 Glocks, with sights	\$ 28,177.50
Less 65 trade ins	16,250.00
Net Quote	\$ 11,927.50

22. CONSIDERATION OF AUTHORIZATION TO ALLOW CORPORAL CHRIS JACKSON, TO ATTEND MANAGING THE PROPERTY AND EVIDENCE ROOM TRAINING, WHICH WILL BE HELD IN BIRMINGHAM ALABAMA FROM JANUARY 16-17, 2018 AT A TOTAL COST NOT TO EXCEED \$625.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval to allow Corporal Chris Jackson, to attend Managing the Property and Evidence Room training, which will be held in Birmingham Alabama from January 16-17, 2018 at a total cost of \$623.34” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE A TASK ORDER WITH VOLKERT FOR DISTRIBUTION SYSTEM HYDRAULIC MODEL DEVELOPMENT AND EVALUATION FOR STARKVILLE UTILITIES WATER DISTRIBUTION SYSTEM.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval to initiate a task order with Volkert for Distribution System Hydraulic Model Development and Evaluation for Starkville Utilities water distribution system” is enumerated, this consent item is thereby approved.

SCOPE OF WORK

for

Distribution System Hydraulic Model Development and Evaluation
for Starkville Utilities

Purpose

The purpose of this proposed task is to develop a hydraulic model of Starkville Utilities’ water distribution system that will provide the Starkville Utilities with the following uses:

- Mapping for existing flow and pressure information for various areas throughout the water distribution system
- Evaluating areas with flow and/or pressure concerns to determine potential causes (valve position, capacity limitations, etc.) for the conditions and potential methods to improve conditions.
- Planning tool for identifying capital improvement needs.
- Assisting with daily operations for analyzing daily water system conditions and identifying methods for improving the operational efficiency (i.e. reduce energy costs).

The development of the hydraulic model and corresponding recommendations will include the following:

A. Data Acquisition

1. Obtain the following operational data from Starkville Utilities:
 - a. GIS and/or digital mapping for the water system
 - b. System-wide customer addresses
 - c. Location and meter readings for the largest users (industries, hotels, restaurants, etc.)
 - d. Treatment Facility flow showing 24-hours of data on an average day and on a peak day.
 - e. Hydrant flow testing records.
 - f. Tank locations and data (capacity, ground elev., O.F. elev., charts showing 24-hour water depth on average day and on peak day).
 - g. Pump Station capacity and run-time information
 - h. Distribution system pressure readings
 - i. Location of trouble spots, break histories, etc.
 - j. Water table data / draw-down data at well location (especially during drought)
2. Obtain supplemental data from Starkville Utilities if preliminary evaluations show a need for including 24-hour hydrographs from meters of large users. If required, this will be accounted for as additional services.
3. Obtain data from other sources including:

- a. Contour mapping
- b. Census tract data
- c. Mississippi State University system information, similar to items requested in Part A; Item 1, herein above.
- d. Wholesale Customer data – flow, pressure, location of connections.

B. Model Development

1. Import GIS, digital mapping shapefile(s) into Bentley WaterCAD.
2. Review imported data and check connectivity as well as attributes.
3. Import or physically input elevation data depending on available information and level of detail.
4. Review physical attributes with Starkville Utilities to confirm and/or fill in data gaps.
5. Once physical data is accurate, add flows and demands along with plant and tank information.
6. Set up various scenarios such as Average Daily Flow and Peak Demand based on available information.
7. Set up the Extended Period Simulation based on available information. This will display hourly information at any point in the system.
8. Model calibration
 - a. Compare hydrant flows and pressure readings at particular times to model.
 - b. Incorporate minor adjustments to the C-Factor to allow for a match within 10% of the flow data.
9. Supplemental Flow Monitoring - This will be performed as additional services.

C. Analysis

The calibrated model will be used to analyze the following:

- Projected capacity and pressure required to support an industrial park on a 384-acre set of properties north of the Highway 82 and Highway 25 interchange.
- General system improvements will be modeled as additional services as authorized by Starkville Utilities to determine the most cost-effective recommendations for improving areas of concern and potentially modifying system operation for energy savings.

D. Deliverables

A technical memorandum will be provided to include the following:

1. A summary describing the system's current operational condition.
2. Provide guidance for the Starkville Utilities' staff to use Bentley WaterCad. This does not include training.
3. A preliminary meeting will be held with Starkville Utilities' operations staff to review the results of the hydraulic report and corresponding recommendations. Comments will be incorporated to the final report.
4. A presentation will be made to Starkville Utilities to discuss the results of the report and to address any questions.

E. Additional Services

Additional Services shall be any service not included as Basic Services herein. Additional services shall include the following:

- Supplemental flow testing required to complete the model and perform calibration. Coordinate flow testing with Starkville Utilities interns and/or supplemental labor in cooperation with Mississippi State University.
- Scenario development and system analysis not included as basic services. For example, water age and/or fire flow analysis can be performed to identify system deficiencies and potential improvements. (Not included in Fee).
- Bentley WaterCAD training to be conducted in Starkville, MS. (Not included in Fee).

The labor required to complete these services is difficult to project; therefore, additional services will be performed on an Hourly basis.

F. Schedule.

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue for a period of three (3) months.

G. Fee.

The Basic Services shall be performed on a lump sum basis for the amount of \$42,800. Payment shall be payable to CONSULTANT by the OWNER based on a percent completion.

The Additional Services, as authorized by Starkville Utilities, shall be performed on an hourly basis and payable to CONSULTANT by the OWNER per CONSULTANT'S current hourly rates, plus reimbursable and direct expenses. Invoices shall be submitted and payable by OWNER per the terms of the Agreement. The Additional Services shall be provided hourly with a not to exceed amount of \$17,700, plus reimbursables and direct expenses/subconsultant labor.

The reimbursable and direct expenses will be estimated based on the level of involvement of supplemental labor from Mississippi State University and/or local subconsultants to assist with flow monitoring. The preliminary estimate is \$5,600, based on a month of testing with two student/interns involved. CONSULTANT may also evaluate utilizing a local consultant under CONSULTANT's oversight to provide field services.

24. CONSIDERATION OF AUTHORIZATION TO BEGIN THE PROCUREMENT PROCESS FOR ENGINEERING SERVICES FOR THE STARKVILLE ROUNDHOUSE ROAD SEWER CDBG PROJECT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval to begin the procurement process for engineering services following the required CDBG program guidelines which includes public advertisement of a Request for Proposals (RFP) in a local newspaper of general circulation; establishing an RFP review committee and MBE/WBE solicitation" is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF APPROVAL FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE TO REPAIR A 50HP FAIRBANKS MORSE PUMP FROM ELECTRIC MOTOR SALES & SERVICE AT A PRICE OF \$7,568.34.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest and best quote to repair a 50HP Fairbanks Morse Pump from Electric Motor Sales & Service at a price of \$7,568.34" is enumerated, this consent item is thereby approved.

Comparison of quotes:

Buford Electric Service, Inc.	\$11,350 (less impeller)
Electric Motor Sales & Service, Inc.	\$7,568.34

26. CONSIDERATION OF AUTHORIZATION FOR THE CITY OF STARKVILLE TO EXECUTE AGREEMENT WITH CLEARWATER CONSULTING FOR ENGINEERING SERVICES ASSOCIATED WITH AN AGREED ORDER OF CONSENT WITH THE ENVIRONMENTAL PROTECTION AGENCY FOR SYSTEM MODIFICATION AND IMPROVEMENTS TO THE STARKVILLE MUNICIPAL WASTEWATER COLLECTION SYSTEM.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, and adopted by the Board to approve the December 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval for the City of Starkville to execute an agreement with Clearwater Consulting for engineering services associated with an agreed order of consent with the Environmental Protection Agency for system modification and improvements to the Starkville Municipal Wastewater Collection system" is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Spruill wished everyone a Merry Christmas and Happy New Year.

BOARD OF ALDERMEN COMMENTS:

Alderman Perkins stated he felt the Friday work sessions were redundant and would no longer be attending. He also stated he felt there were better ways to spend the taxpayers' dollars than employee raises.

Alderman Miller asked that the Community Development Department present an update of the building and development Code rewrite process.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____

Between the City of Starkville, Mississippi (OWNER) and

Clearwater Consultants, Inc. (ENGINEER).

OWNER intends to Design and Construct Pump Station Modifications and Improvements to the Starkville Municipal
Wastewater Collection System (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2 Preliminary Phase.

After authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and prepare a cursory cost estimate.

1.2.2. Conduct site inspections, make dimensional measurements, make measured drawings, investigate existing conditions, perform site surveys, evaluations and comparative evaluations of prospective sites and solutions.

1.3 Not Used.

1.4 Design Phase.

After authorization to proceed with the Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted project scope prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.4. Furnish up to five copies of the above documents and of the Drawings and Specifications

and present and review them in person with OWNER.

1.5. Bidding Phase.

After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in advertising for and obtaining bids for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences.

1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6. Construction Phase.

During the Construction Phase:

1.6.1. *General Administration of Construction Contract.* ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1983 edition) of the Engineers Joint Contract Documents Committee. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observation of the work of Contractor(s) while it is in progress:

1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work.

1.6.2.1.1. The purpose of ENGINEER's visits at the sites will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4. *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5. *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7. *Inspections and Tests.* ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8. *Disputes between OWNER and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and

that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent test called for in the Contract Documents and to any other qualifications stated in the recommendation). In case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in their Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.10. *Contractor(s)' Completion Documents.* ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, test and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the

Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11. *Inspections.* ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7. Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by OWNER:

1.7.1. Provide assistance in the closing of any financial or related transaction for the Project.

1.7.2. Provide assistance in connection with the refining and adjusting of any equipment or system.

1.7.3. Assist OWNER in training OWNER's staff to operate and maintain the Project.

1.7.4. Not Used.

1.7.5. Not Used.

1.7.6. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

SECTION 2-ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation or review of environmental assessments and impact statements. Preparation of Construction Storm Water Permit applications and/or Storm Water Pollution Prevention plans.

2.1.2. Geotechnical investigations and soils analysis.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEERS' control.

2.1.5. Assistance in obtaining easements from individual landowners as required for construction of the project.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services

in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. Services attributable to more prime construction contracts than specified in Section 5.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called in paragraph 6.2.2.5.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interest in real property.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13. Preparing to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1. through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A "Further Description of Basic Engineering Services and Related Matters"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes

requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increase occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) prime construction contracts in excess of that indicated in Section 5.1.1, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective or neglected work of any Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3-OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and

furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), the following:

3.4.1. data prepared by or services of others including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory test and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property boundary, easement, right-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

3.4.7. other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide property or boundary surveys required for the Project.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or

timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4-PERIODS OF SERVICE

4.1 The provisions of this section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Exhibit A "Further Description of Basic Engineering Services and Related Matters" specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

4.2 Not Used

4.3. Not Used.

4.4 Not Used.

4.5 ENGINEER's services under the Final Design Phase shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of government authorities having jurisdiction to approve the design of the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the

services called for in the Bidding or Negotiation Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5.).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. The Operational Phase will commence during the Construction Phase and will terminate upon final acceptance of the project.

4.9. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

SECTION 5-PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1. *Preliminary Phase.* A lump sum fee of \$12,700 for all Basic Services furnished under paragraph 1.2.

5.1.1.2. *Design and Bidding Phase.* If not more than one prime contract is awarded for construction, materials and equipment for the Project, a lump sum fee of \$36,350 for all Basic Services furnished under paragraphs 1.4 and 1.5.

5.1.1.3 *Construction Phase.* If not more than one prime contract is awarded for construction, materials and equipment for the Project, a lump sum fee of \$10,950 for all Basic Services furnished under paragraph 1.6.

5.1.1.4 *Operational Phase. Services* furnished under paragraph 1.6 shall be paid for in accordance with ENGINEER's Exhibit A "Fee Schedule".

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13.), on the basis of ENGINEER's Exhibit A "Fee Schedule".

5.1.2.2. *Professional Associates and Consultants.* For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.10.

5.1.2.3. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding accordance with paragraph 2.1.13, as indicated by Exhibit A "Fee Schedule". Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspended services under

this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's Salary Cost times a factor of for services rendered during that phase to fated of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

20% if termination occurs after commencement of the Final Design Phase, but prior to commencement of the Construction Phase; or

10% if termination occurs after commencement of the Construction Phase.

SECTION 6 - CONSTRUCTION COSTS AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, or will it include OWNER's legal, accounting, insurance counseling or

auditing services, or interest and financial charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2 Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over the Competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7 - GENERAL CONSIDERATION

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the

specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. Insurance

7.3.1. ENGINEER shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.4. Controlling Law

This agreement is to be governed by the law of the principal place of business of ENGINEER.

7.5. Successor and Assigns

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2. the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional

associates and consultants, as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than OWNER and

ENGINEER, and all duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1 The following Exhibits are attached to and made a part of this Agreement:

8.1.1. Exhibit A "Fee Schedule" consisting of 1 page.

8.2 This Agreement (consisting of pages 1 to 11, inclusive) together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

Honorable Lynn Spruill, Mayor

City of Starkville

Address for giving notices:

110 West Main Street

Starkville, Mississippi 39759

Clearwater Consultants, Inc.

Address for giving notices:

P. O. Box 1328, 316 University Drive

Starkville, Mississippi 39760

Engineers of Record:

Carey F. Hardin, P.E.
Mississippi License No. 7432

Tommy L. Kirkpatrick, Jr., P.E.
Mississippi License No. 10327

ENGINEER:

President

Clearwater Consultants, Inc. Fee Schedule - 2017

Principal/Project Manager	\$ 165.00/Hour
Project Engineer III	\$ 145.00/Hour
Project Engineer II	\$ 135.00/Hour
Engineer Intern	\$ 105.00/Hour
CAD Draftsman	\$ 85.00/Hour
RPR/Field Technician III	\$ 85.00/Hour
RPR/Field Technician II	\$ 75.00/Hour
Clerical/Admin/Data Processing	\$ 45.00/Hour
Process Design Consultant	\$ 225.00/Hour

Survey Crew w/Total Station

Two-Man	\$120.00/Hour
Three-Man	\$150.00/Hour

Travel

Auto	\$ 0.50/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.

Lodging & Meals	Actual Cost
Aerial Mapping	Actual Cost + 15%
<i>Other Direct Expenses</i>	Actual Cost + 15%

Alderman Little commended Chief Yarbrough and the firemen who were present recently at the OCH Wellness Center and the life they may have saved with their quick response.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted there are a lot of deer out and that drivers need to be careful. He reported limbs hanging over the road at Wood and Jackson Streets that are scraping the SMART bus and the school buses. He also stated he was thankful for his Police Citizen Academy training in a recent encounter with the Columbus Police Department.

Roy F. Mateen expressed several concerns with the Starkville Utilities Department. His bill on Northside Drive has been high several months despite no known leaks. His bill is due on the first of each month, but he does not receive a check until the third. He also inquired as to ownership of the light pole in his yard.

The Mayor set up a meeting with Mr. Mateen and Terry Kemp, Starkville Utility General Manager and agreed to follow up on his concerns.

Lauren Bell, 1632 Highway 389, distributed the City minutes of March 17, 1998 when the last City annexation was approved. She asked that the bridge be stabilized and that Sudduth Road needs repairs.

Alderman Vaughn noted that are additional areas that may need to be included in the annexation study such as Sudduth Road.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

PUBLIC HEARING OF CU 17-08 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A PARKING LOT AT 609 GILLESPIE STREET IN AN C-2 ZONE WITH THE PARCEL NUMBER 101D-00-313.00.

Community Development Director Buddy Sanders presented CU 17-08. First Church of Christ is requesting a Conditional Use to build a parking lot on a vacant lot they own across the street from their current location. The property is zoned C-2, and in order to construct a parking lot, a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. On November 14, 2017, the Planning and Zoning Commission voted unanimously to recommend approval of this conditional use request with the one recommended condition: The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.

Mayor Spruill opened the Public Hearing and called for public comments.

Dr. Glenn McGee spoke on behalf of First Church of Christ. He stated the members had been working for months to develop parking since apartments were built on the lot near the church and that the Church would appreciate the Conditional Use being granted.

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

PUBLIC HEARING OF VA 17-17 A REQUEST BY SAUNDERS RAMSEY ON BEHALF OF OCEDA/CITY OF STARKVILLE AND OKTIBBEHA COUNTY FOR VARIANCE RELIEF FROM STREET WIDTH AND STREET STANDARDS REQUIREMENTS FOR A PROPOSED INDUSTRIAL PARK IN AN M-1 ZONE WITH THE PROPERTY #115-21-007.01, 115-21-007.00, AND 115-21-010.02

Community Development Director Buddy Sanders presented VA 17-17. The Applicant is currently in the process of obtaining Preliminary Plat approval for a proposed industrial park. The applicant attended a Development Review Committee meeting on November 16, 2017. The property was rezoned by the Board of Aldermen on January 3, 2017 from C-2, R-4 and R-5 to M-1. On November 30, 2017, the Board of Adjustments and Appeals voted 4-0 to recommend approval of the first variance request, a reduction in street width from 31' to 24', and a denial of the second variance, the removal of curb and gutter.

Alderman Perkins spoke against allowing variances to Starkville's Code of Ordinances.

Mayor Spruill opened the Public Hearing and called for public comments.

Ms Leah Ellis felt the development needs to be at the highest standard possible, but that she is still against the Industrial Park location.

Lauren "Bo" Bell spoke to the quality and safety of the road and asked the Board to carefully consider all options before proceeding.

There being no further comments from the public or the Board, the Mayor announced the public hearing closed.

27. CONSIDERATION OF AN APPLICATION FOR THE ASSIGNMENT / TRANSFER OF THE NEW ENTERPRISE EXEMPTION FROM AD VALOREM PROPERTY TAXES PREVIOUSLY GRANTED TO END DECEMBER 31, 2025, TO THE CLAIBORNE AT ADELAIDE, LLC, UNDER § 27-31-101, ET SEQ., OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, to approve the proposed assignment to Waypoint Residential Services, LLC of the Final Order of the City of Starkville, MS granting a New Enterprise Exemption from Ad Valorem Property Taxes of the property in the true value amount of \$10,573,841 for a period of ten years to end December 31, 2015, as certified by the Mississippi Department of Revenue to the Claiborne at Adelaide, LLC for its new distribution health care industry facility enterprise, as authorized by Section 27-31-101, et. seq., of Mississippi Code of 1972, as amended, 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: Nay
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

28. CONSIDERATION TO APPROVE A 10% PAY INCREASE FOR THE MUNICIPAL COURT CLERK OF THE MUNICIPAL COURT DEPARTMENT EFFECTIVE DECEMBER 20, 2017.

Alderman Carver, duly seconded by Alderman Miller, offered a motion to approve a salary of \$50,000 for the Municipal Court Clerk of the Municipal Court Department effective December 20, 2017.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Nay
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Nay
Alderman Patrick Miller	Voted: Yea

Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Yea

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

29. CONSIDERATION OF AA 17-02 AN ADMINISTRATIVE APPEAL OF THE DENIAL OF THE USE OF EIFS FOR 550 RUSSELL STREET IN A T-5 DISTRICT WITH THE PARCEL NUMBER 101D-00-316.00.

Community Development Director Buddy Sanders presented AA 17-02. The applicant, Mark Castleberry, is appealing the decision by the Community Development Department and the Planning and Zoning Commission to not allow the use of EIFS (exterior insulation and finish systems) on the 2nd and 3rd floor of a building currently under construction. The project is located in a T-5 District. EIFS is not an allowable façade material in a T-District. At the November 14, 2017 meeting of the Planning and Zoning Commission, the Commission voted 5 to 1 to deny the request of an administrative appeal from the decision of the Development Review Committee. On November 15, 2017, the applicant appealed the decision of the Planning and Zoning Commission to the Board of Aldermen.

Mr. Castleberry is asking to use 100% EFIS on the second floor.

Mr. Sanders noted that EIFS (Exterior insulation and finish system) is a general class of non-load bearing building cladding systems that provides exterior walls with an insulated, water-resistant, finished surface in an integrated composite material system. While it may have been inferior thirty years ago and had mold issues, it may have improved over the years. He was not sure of the longevity of the current product.

Alderman Sistrunk offered a motion to allow the use of EIFS at 550 Russell Street in a T-5 district with parcel number 101D-00-316.00. 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: Nay
Alderman Roy A'. Perkins Voted: Nay
Alderman Henry Vaughn, Sr. Voted: Nay

Having not received a majority affirmative vote, the Mayor declared the motion failed.

30. CONSIDERATION OF MOVING THE APPROVAL OF SALARY ADJUSTMENTS TO FOLLOW EXECUTIVE SESSION AT THE END OF THE AGENDA.

Alderman Perkins offered a motion to move the approval of salary adjustments to follow Executive Session at the end of the agenda. Alderman Sistrunk 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: 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.

31. CONSIDERATION OF CU 17-08 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A PARKING LOT AT 608 GILLESPIE STREET IN AN C-2 ZONE WITH THE PARCEL NUMBER 101D-00-313.00

Alderman Walker offered a motion to approve CU 17-08 to allow for a parking lot to be constructed at 608 Gillespie Street with one condition: The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee. Alderman Miller 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: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea

Alderman Henry Vaughn, Sr. Voted: Yea

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

32. CONSIDERATION OF VA 17-17 A REQUEST BY SAUNDERS RAMSEY ON BEHALF OF OCEDA/CITY OF STARKVILLE AND OKTIBBEHA COUNTY FOR VARIANCE RELIEF FROM STREET WIDTH AND STREET STANDARDS REQUIREMENTS FOR A PROPOSED INDUSTRIAL PARK IN AN M-1 ZONE WITH THE PROPERTY #115-21-007.01, 115-21-007.00, AND 115-21-010.02

Alderman Little offered a motion, duly seconded by Alderman Walker to approve VA 17-17: a request by Saunders Ramsey on behalf of OCEDA for Variance relief from street width and street standards requirements for a proposed industrial park in an M-1 zone with the property #115-21-007.01, 115-21-007.00, and 115-21-010.02.

The Board voted as follows:

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

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

33. CONSIDERATION OF PP 17-11 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING 348.81 PARCEL INTO 3 LOTS FOR A PROPOSED INDUSTRIAL PARK. THE PROPERTY IS LOCATED AT 1629 HWY 389 IN A M-1 ZONE WITH THE PARCEL NUMBER 115-21-007.01, 115-21-007.00, AND 115-21-010.02

Community Development Director Buddy Sanders presented PP 17-11: a request for Preliminary Plat approval for subdividing 348.81 parcel into 3 lots for a proposed industrial park. The property is located at 1629 HWY 389 in a M-

1 zone with the parcel number 115-21-007.01, 115-21-007.00, and 115-21-010.02. The applicant, Saunders Ramsey, on behalf of OCEDA, is requesting Preliminary Plat approval for subdividing a 348.81-acre parcel into 3 lots. The proposed subdivision is named “Starkville/Oktibbeha Industrial Park”. The proposed subdivision is located in a M-1 zoning district. The applicant went to the Board of Adjustments and Appeals on November 30, 2017 to request two variances: a reduction in street width from 31’ to 24’ and the removal of the curb and gutter requirement. The BOAA recommended approval of the street width reduction but denied the removal of curb and gutter. The proposed subdivision is not part of a previously platted subdivision. On December 12, 2017 the Planning and Zoning Commission vote 5-0 to recommend approval of the Preliminary Plat with ten conditions:

1. The preliminary 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 preliminary plat shall meet the minimum requirements for M-1 dimensions.
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville’s Code of Ordinances.
4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville’s Code of Ordinances.
5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville’s Code of Ordinances.
6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
8. When a final plat is submitted for review by the City’s Development Review Committee, all required improvements must be complete and 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 professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City’s ordinances.
9. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.
10. Typical road way section shown on plat will be modified if necessary based on the decision of the Board of Aldermen for variance request VA 17-17.

Alderman Little offered a motion to approve PP 17-11 as presented by Saunders Ramsey on behalf of OCEDA, consistent with road configuration and width depicted in Option One presented by Mr. Ramsey to the Board of Aldermen during its work session on December 15, 2017, with conditions as recommended by the Planning and Zoning Commission.

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: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A’. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

34. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF DECEMBER 12, 2017 FOR FISCAL YEAR ENDING 9/30/18.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of December 12, 2017 for fiscal year ending 9/30/18, and authorizing the City Clerk 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 withhold payment and pull any invoices that she has reason to believe are not true, accurate, lawful and proper. 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

General Fund	001	\$ 255,114.27
Restricted Fire Fund	003	1,555.67
Airport Fund	015	35,107.91
Restricted Airport	016	36,363.62
Sanitation	022	70,770.58
Landfill	023	2,810.71
Industrial Park Bond	303	25,781.59
Park and Rec Tourism	375	33,915.38
Sub Total Before Utilities		\$ 461,419.73
Utilities Dept.	SED	1,070,190.69
Total Claims	Total	\$ 1,548,043.85

35. CONSIDERATION OF APPROVAL TO ADVERTISE FOR PROPOSALS FOR CONCESSION SERVICES.

After reviewing the advertisement for proposals, a motion was offered by Alderman Little to approve the advertising for proposals for concession services. The motion was seconded by Alderman Carver and 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

REQUEST FOR PROPOSALS FOR CONCESSION SERVICES
City of Starkville Parks and Recreation

Notice is hereby given that the City of Starkville Parks and Recreation Department is seeking proposals from individuals/groups who are interested in providing concessions to recreational games at the Sportsplex and McKee Park (not including soccer games) for the 2018 calendar year.

Statements of Qualifications will be received at the Starkville City Hall, Attn: Lesa Hardin City Hall, 110 West Main Street, Starkville, MS 39759, until 10:00 a.m. local time on January 19, 2018, at which time they will be taken under advisement.

Questions regarding this request should be directed to: Gerry Logan at phone number 662-323-2294 or by email at glogan@starkvilleparks.com

A specification packet may be obtained by writing to: Starkville Sportsplex Office, Attn: Gerry Logan, 405 Lynn Lane Starkville, MS 39759 or by calling 662-323-2294.

The return proposal must be SEALED and marked "REQUEST FOR PROPOSAL: Concession Stands due January 19, 2018. Additionally, the submitter's name and return address must appear on the container for the proposal.

The City of Starkville Parks and Recreation reserves the right to accept or reject any or all responses, or to cancel this request in part or in its entirety.

STARKVILLE PARKS AND RECREATION
Lesha Hardin, City Clerk/CFO
PUBLISH: 12-21-17 and 1-2-18

36. AUTHORIZATION TO HIRE AMY COUNTERMAN, AS THE TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

A motion was offered by Alderman Walker to hire Amy Counterman, as the temporary full-time Code Enforcement Officer in the Community Development Department. The motion was duly seconded by Alderman Miller 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

37. 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 Sistrunk, 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: Absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

38. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION OF THE JOB PERFORMANCE OF TWO EMPLOYEES IN THE PARKS AND RECREATION DEPARTMENT.

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

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussion of the job performances of two employees in the Park and Recreation Department on a finding that the proposed topic qualified for Executive Session.

At this time, the Board entered Executive Session.

39. 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 taken action in Executive Session.

40. A MOTION TO PLACE HERMAN PETERS AND DIONE EVANS ON UNPAID ADMINISTRATIVE LEAVE THROUGH AND INCLUDING JANUARY 2, 2018; THAT THE CITY SEVER ANY EMPLOYMENT AND/OR CONTRACTUAL RELATIONSHIP WITH MARION WATSON, ANTHONY STEVENSON, AND SHARONDA EDDINS, EFFECTIVE IMMEDIATELY; THAT THE CITY'S HR DIRECTOR, IT DIRECTOR, AND CHIEF OF POLICE TAKE ANY AND ALL STEPS TO EFFECTUATE THE INTENT OF THIS MOTION; AND THAT GERRY LOGAN BE APPOINTED AS THE TEMPORARY ACTING DIRECTOR OF PARKS AND RECREATION EFFECTIVE IMMEDIATELY.

Upon the motion of Alderman Perkins, duly seconded by Alderman Little, that the Board place Herman Peters and Dione Evans on unpaid administrative leave through and including January 2, 2018; that the City sever any employment and/or contractual relationship with Marion Watson, Anthony Stevenson, and Sharonda Eddins, effective immediately; that the City's HR Director, IT Director, and Chief of Police take any and all steps to effectuate the intent of this motion; and that Gerry Logan be appointed as the temporary acting director of Parks and Recreation effective immediately, 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.

41. CONSIDERATION OF APPROVAL OF FY 2017-18 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN PHASE 1 AND PHASE 2 THAT RESULTED FROM THE PAY STUDY TO BE EFFECTIVE AT THE PAY PERIOD BEGINNING JANUARY 15, 2018 AND PHASE 2 TO BE DETERMINED AT A LATER DATE.

Alderman Perkins offered a motion that the Fiscal Year 2017 – 2018 Salary Adjustments for Employees identified in Phase 1 and Phase 2 that resulted from the pay study be taken under advisement and that the City explore and consider all options. Alderman Walker seconded the motion and the Board voted as follows:

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

Having not received a majority affirmative vote, the Mayor declared the motion failed.

42. MOTION TO RE-INTRODUCE AT THE JANUARY 2, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN THE FY 2017-18 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN PHASE 1 AND PHASE 2 THAT RESULTED FROM THE PAY STUDY TO BE EFFECTIVE AT THE PAY PERIOD BEGINNING JANUARY 15, 2018 AND PHASE 2 TO BE DETERMINED AT A LATER DATE WITH THE HR DIRECTOR TO AMEND AS TO REFLECT ANY CHANGES TO PHASE 1 AS EFFECTED BY THE PREVIOUS MOTION FROM EXECUTIVE SESSION AND ANY OTHER ADJUSTMENTS DEEMED NECESSARY.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to re-introduce at the January 2, 2018 meeting of the Mayor and Board of Aldermen the FY 2017-18 salary adjustments for employees identified in Phase 1 and Phase 2 that resulted from the pay study to be effective at the pay period beginning January 15, 2018 and Phase 2 to be determined at a later date with the HR Director to amend as to reflect any changes as effected by the previous motion from executive session and any other limited adjustments deemed necessary. 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Yea

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

43. MOTION TO ADJOURN UNTIL JANUARY 2, 2018 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until January 2, 2018 @ 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 _____ 2018.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)